



Board of Commissioners  
Regular Business Meeting  
910 N Gary Ave  
Room 120

**June 13, 2022**  
**6:00pm**

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Listening Post**
- 4. Changes or Additions to the Agenda**
- 5. Consent Agenda**

All items listed are included in the Consent agenda. There will be no separate discussion of these items. Members of the public may petition in writing that an item be removed from the Consent Agenda.

  - A. Approval: Regular Minutes: May 9, 2022
  - B. Ratify May 2022 Bills
  - C. Post Bond Issuance – Annual Tax Compliance Report
  - D. Extension of 2017-2022 Strategic Plan to December 31, 2023
- 6. Discussion Items**
  - A. Personnel Policy Manual Review
  - B. New Investment Options
  - C. Weekly Happenings (oral)
- 7. Action Items**
  - A. Approval: Lifeguard Services Agreement FY2022 Jeff Ellis Management, LLC
  - B. Approval: Park on the Green Synthetic Playground Turf Installation
  - C. Approval: Purchase of a Ford Super Duty Pickup Truck with Service Body
  - D. Approval: Coral Cove Water Park Renovation
- 8. Closed Session**
  - A. Section 2(c) (21) Biannual Review of Closed Session Minutes
- 9. Action pertaining to closed session**
- 10. Adjournment**



**Board of Commissioners**  
**Regular Meeting**  
**May 9, 2022**  
**6:00pm**

<b>Call to Order</b>	Commissioner Powers called the meeting to order at 6:00 pm.																
<b>Roll Call/Pledge of Allegiance</b>	<p>Present: Commissioners Jaszka, Jeffery, Sokolowski, Powers, DelPreto, Bird, and Gramann.</p> <p>Staff: Deputy Director Rini, Directors Bachewicz and Hamilton, Superintendent Quinn and Scumaci and Executive Assistant Greninger.</p>																
<b>Listening Post</b>																	
<b>Changes to the Agenda</b>	<p>Commissioner Bird made a motion to remove the reading of the Pride Resolution and Item 8B from this agenda. Seconded by Commissioner Gramann. Voice Vote taken. Motion passed 7-0-0.</p>																
<b>Annual Board Officers</b>																	
<p><i>Nominate and Elect President Pro Tem</i></p>	<p>A. Commissioner Bird made a motion to elect Commissioner Sokolowski as President Pro Tem. Seconded by Commissioner Jeffery. Voice vote taken. Motion passed 7-0-0. Commissioner Gramann nominated Commissioner Powers for Board President. There was no discussion. Commissioner DelPreto made a motion to elect Commissioner Powers as Board President. Seconded by Commissioner Bird.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner DelPreto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 7-0-0</p> <p>Commissioner Sokolowski nominated Commissioner DelPreto for Board Vice President. There was no discussion.</p> <p>Commissioner Jeffery made a motion to elect Commissioner DelPreto as Board Vice President. Seconded by Commissioner Gramann.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner DelPreto: Aye</td> <td style="width: 50%;">Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Aye</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passed 7-0-0</p>	Commissioner DelPreto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye		Commissioner DelPreto: Aye	Commissioner Gramann: Aye	Commissioner Jaszka: Aye	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner DelPreto: Aye	Commissioner Gramann: Aye																
Commissioner Jaszka: Aye	Commissioner Powers: Aye																
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye																
Commissioner Bird: Aye																	
Commissioner DelPreto: Aye	Commissioner Gramann: Aye																
Commissioner Jaszka: Aye	Commissioner Powers: Aye																
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye																
Commissioner Bird: Aye																	



<p><i>Elect and Appoint Board Officers</i></p>	<p>Commissioner Gramann made a motion to appoint</p> <ul style="list-style-type: none"> <li>• Jim Reuter, Executive Director as Board Secretary</li> <li>• Sue Rini, Deputy Director as Treasurer</li> <li>• John Wyeth as Attorney</li> <li>• Lauterbach &amp; Amen as Auditors</li> </ul> <p>Seconded by Commissioner Jeffery</p> <p>Roll Call Vote:</p> <p>Commissioner DelPreto: Aye          Commissioner Jaszka: Aye          Commissioner Jeffery: Aye          Commissioner Bird: Aye</p> <p>Commissioner Gramann: Aye          Commissioner Powers: Aye          Commissioner Sokolowski: Aye</p> <p>Motion Passed 7-0-0</p>
<p><b>Consent Agenda</b></p>	<p>Commissioner Gramann made a motion to accept the consent agenda as read. Seconded by Commissioner Bird,</p> <p>A. Approval: Regular Minutes: April 25, 2022</p> <p>B. Ratify April 2022 Bills</p> <p>C. Ratify 2021 Annual Comprehensive Financial Report</p> <p>D. Approval: Ordinance No. 561, Park District Surplus</p> <p>Voice Vote. All in favor. Motion Passes.</p> <p>Commissioner Jeffery made a motion to approve the consent agenda as read. Seconded by Commissioner Sokolowski.</p> <p>Roll Call Vote:</p> <p>Commissioner DelPreto: Aye          Commissioner Jaszka: Aye          Commissioner Jeffery: Aye          Commissioner Bird: Aye</p> <p>Commissioner Gramann: Aye          Commissioner Powers: Aye          Commissioner Sokolowski: Aye</p> <p>Motion Passes 7-0-0</p>
<p><b>Discussion Items</b></p>	<p>A. NRPA Conference</p> <p>The National Recreation and Parks Association Conference will be held September 20-22; Tuesday through Thursday, in Phoenix, Arizona. Discussion ensued to decide if any Commissioners would like to attend. Commissioners Powers and Gramann said they would let us know. All other Commissioners said no.</p> <p>B. Weekly Happenings (oral)</p> <ul style="list-style-type: none"> <li>• Commissioner Sokolowski asked about the geothermal issue. Director Hamilton confirmed ALC was called out to correct the driver problem.</li> <li>• Commissioner DelPreto asked if the CCWP project went out to bid. Director Hamilton said it goes out on May 10 and closes on May 31.</li> </ul>

	<ul style="list-style-type: none"> <li>• Commissioner DelPreto asked about the “blue” park project on Rose Avenue. Director Hamilton is pleased to inform the Board that Jirsa Park will soon have ADA Accessible artificial turf.</li> <li>• Commissioner Jaszka commended staff for the smooth process for his company to rent space at Fountain View for a meeting. The room was set up perfectly and tech worked seamlessly.</li> <li>• Commissioner Sokolowski asked about summer staffing. Director Bachewicz replied we are in good shape right now. JEM would like to hire more lifeguards but are fine as it stands. Commissioner Jeffery noted an article she saw in the <i>Daily Herald</i> announcing Fox Valley is not opening their pool due to staffing shortages. Deputy Director Rini added we have many returning seasonal staff.</li> <li>• Commissioner Jeffery was surprised to see the Walter Park Community Meeting on social media. Usually Commissioners are involved in those kinds of meetings. Same with Simkus Playground dedication to Kathy Earnest.</li> <li>• Commissioner Powers asked about the Multi Factor Authentication (MFA). Deputy Director Rini explained under PDRMA’s cyber liability coverage, we must have the extra step added to our remote access. It is already in place with Active Net. Commissioner Powers asked how much it will cost to boost our cyber protection. Deputy Director Rini replied approximately \$7,000, but PDRMA is offering a rebate this year. The expense comes from our liability fund. She is aware of 3-4 park districts who have been hacked and held for ransom. When the ransom is paid, the data comes back corrupted or worse.</li> <li>• Commissioner Powers noticed Forever Young revenue I down compared to pre-COVID. Director Bachewicz said we have day trips and the bus is almost full. We have noticed holiday luncheon attendance is still low. We are previewing interest in a fall overnight trip.</li> <li>• Commissioner Powers asked if our staff work concessions at all locations. Director Bachewicz replied yes; however, we do not have concessions at Armstrong Park yet. We are trying a food truck there this summer. Her prices match our concessions prices, and we get 15% of the profit.</li> <li>• Commissioner Powers noticed the Electric Vehicle (EV) charging stations now have a fee. Director Hamilton said the fee schedule began on May 2. The goal is to break even plus a little for staff time. Customers with EVs have an app that help them find charging stations, the rate is noted, including the extra charge for parking more than 3 hours.</li> </ul>
<p><b>Action Items</b></p>	<p>A. Approval: Standing Committee Assignments  The Board discussed the current committee members and future members.</p> <ul style="list-style-type: none"> <li>• Finance Committee: Commissioner Jaszka  Commissioner Jeffery</li> </ul>



	<ul style="list-style-type: none"> <li>• Personnel and Policy Committee: Commissioner Gramann Commissioner Sokolowski</li> <li>• Parks and Facilities Committee: Commissioner Bird Commissioner DelPreto Commissioner Sokolowski</li> </ul> <p>B. Resolution No. 22-02 June as Pride Month This agenda item was removed at the beginning of the meeting.</p> <p>C. Approval: Bid Award - Park on the Green – Renovation Project Park on the Green was the first playground targeted to be completed in the 2019 Parks Analysis. Staff held planning meetings with the HOA, developed recommendations and planned the renovation. The project went out to bid on April 18 and sealed bids were opened on April 28. Six companies submitted bids with Hacienda Landscaping of Minooka, IL coming in as the lowest responsible bidder. Commissioner Sokolowski made a motion award the bid for the Park on the Green park renovations project to Hacienda Landscaping, Minooka, IL for \$127,575. Seconded by Commissioner Bird. Voice Vote. All in favor. Motion Passes.</p>
<b>Closed Session</b>	<p>Commissioner Sokolowski made a motion to enter into closed session at 6:40 to discuss</p> <p>A. Section 2(c)(11) Pending Litigation</p> <p>B. Section 2(c)(5) Sale or Lease of Land</p> <p>Seconded by Commissioner DelPreto. Arose from Closed session at 6:53.</p>
<b>Action Pertaining to Closed Session</b>	None
<b>Adjournment</b>	Commissioner Gramann made a motion to adjourn the meeting. Seconded by Commissioner DelPreto. Voice Vote taken. Motion passed 7-0-0. Meeting adjourned at 6:53pm.

\_\_\_\_\_  
 President  
 Tim Powers

\_\_\_\_\_  
 Secretary  
 Jim Reuter

June 13, 2022  
 Date

Motion:

Make a motion to ratify bills as presented in the Accounts Payable Voucher List for May 2022.

  
\_\_\_\_\_  
(Treasurer)

  
\_\_\_\_\_  
(Date)

Carol Stream Park District  
Accounts Payable Voucher List  
May 2022

Presented to the  
Board of Commissioners  
June 13, 2022

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-000032	AQUA PURE ENTERPRISES											
		22-43382	INV	0139682-IN	4/21/22	5/06/22	N	853.03	853.03-	105690	5/06/22	0.00
		22-43473	INV	0139871-IN	5/11/22	5/27/22	N	4,967.05	4,967.05-	105802	5/27/22	0.00
		22-43472	INV	0139878-IN	5/11/22	5/27/22	N	574.13	574.13-	105802	5/27/22	0.00
							** TOTALS **	6,394.21	6,394.21-			0.00
01-000044	PDRMA											
		22-42997	INV	0422070	5/01/22	5/06/22	N	9,568.01	9,568.01-	000879	5/06/22	0.00
							** TOTALS **	9,568.01	9,568.01-			0.00
01-000049	FLEXIBLE BENEFIT SRV CRP											
		22-43082	INV	248865149968	5/07/22	5/27/22	N	50.00	50.00-	000901	5/27/22	0.00
		22-43445	INV	Flex Claims 4/2022	5/01/22	5/06/22	N	701.98	701.98-	000878	5/06/22	0.00
							** TOTALS **	751.98	751.98-			0.00
01-000078	BENJAMIN SCHOOL DIST. 25											
		22-42940	INV	IGA 5/22	5/01/22	5/13/22	N	795.00	795.00-	105738	5/13/22	0.00
							** TOTALS **	795.00	795.00-			0.00
01-000166	OCCUPATIONAL HEALTH CENTER											
		22-43487	INV	1013967187	5/09/22	5/27/22	N	77.00	77.00-	105816	5/27/22	0.00
							** TOTALS **	77.00	77.00-			0.00
01-000169	CONSERV FS, INC.											
		22-43480	INV	6414845	4/25/22	5/20/22	N	2,337.50	2,337.50-	105767	5/20/22	0.00
							** TOTALS **	2,337.50	2,337.50-			0.00
01-000201	DIAMOND TOURS, INC.											
		22-43521	INV	TOUR# 1839113	5/24/22	5/27/22	N	2,550.00	2,550.00-	105808	5/27/22	0.00
							** TOTALS **	2,550.00	2,550.00-			0.00
01-000226	DUPAGE COUNTY HEALTH DEPT											
		22-43417	INV	IN0051773	4/18/22	5/13/22	N	237.75	237.75-	000884	5/13/22	0.00
							** TOTALS **	237.75	237.75-			0.00
01-000243	JEFF ELLIS MANAGEMENT, LLC											
		22-43263	INV	2010816	5/01/22	5/13/22	Y	6,057.07	6,057.07-	105747	5/13/22	0.00
							** TOTALS **	6,057.07	6,057.07-			0.00
01-000353	HALOGEN SUPPLY CO.											
		22-43447	INV	00578858	5/05/22	5/20/22	N	1,515.54	1,515.54-	105771	5/20/22	0.00
							** TOTALS **	1,515.54	1,515.54-			0.00
01-000370	CITI CARDS											
		22-43328	INV	209500007749	4/05/22	5/13/22	N	52.54	52.54-	000889	5/20/22	0.00
		22-43345	INV	209900004562	4/09/22	5/13/22	N	95.30	95.30-	000889	5/20/22	0.00
		22-43372	INV	210200006474	4/12/22	5/13/22	N	89.94	89.94-	000889	5/20/22	0.00
		22-43239	INV	286059436	3/18/22	5/13/22	N	269.01	269.01-	000889	5/20/22	0.00





A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

VENDOR	-----	VENDOR NAME	-----											
	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----	BALANCE	----	
01-001603		MAGIC OF GARY KANTOR												
			** CONTINUED **											
	22-43357	INV	April 2022	4/13/22	5/07/22	Y	28.00	28.00-	105697	5/06/22		0.00		
						** TOTALS **	28.00	28.00-				0.00		
01-001754		TOM R. JANDA II												
		INV	OFFICIAL 5/23	5/23/22	5/27/22	Y	90.00	90.00-	105812	5/27/22		0.00		
						** TOTALS **	90.00	90.00-				0.00		
01-001918		PIT STOP												
	22-43468	INV	PS444657	4/07/22	5/13/22	Y	56.90	56.90-	105753	5/13/22		0.00		
	22-43468	INV	PS444658	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444659	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444660	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444661	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444662	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444663	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444664	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444665	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444666	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444667	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444668	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444669	4/07/22	5/13/22	Y	80.00	80.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444670	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444671	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS444672	4/07/22	5/13/22	Y	40.00	40.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448588	5/05/22	5/13/22	Y	186.45	186.45-	105753	5/13/22		0.00		
	22-43468	INV	PS448589	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448590	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448591	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448592	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448593	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448594	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448595	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448596	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448597	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448598	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448599	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448600	5/05/22	5/13/22	Y	262.85	262.85-	105753	5/13/22		0.00		
	22-43468	INV	PS448601	5/05/22	5/13/22	Y	131.42	131.42-	105753	5/13/22		0.00		
	22-43468	INV	PS448602	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
	22-43468	INV	PS448603	5/05/22	5/13/22	Y	160.00	160.00-	105753	5/13/22		0.00		
						** TOTALS **	3,357.62	3,357.62-				0.00		
01-002391		VORIS MECHANICAL, INC.												
	22-43383	INV	984645	4/12/22	5/06/22	N	557.79	557.79-	105716	5/06/22		0.00		
						** TOTALS **	557.79	557.79-				0.00		
01-002468		RESERVE ACCOUNT												
	22-43560	INV	PBP#14526545 5/9	5/09/22	5/27/22	N	800.00	800.00-	000908	5/27/22		0.00		
						** TOTALS **	800.00	800.00-				0.00		

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-002689	ACCESS ONE INC.	22-43463	INV	5358910	5/01/22	5/20/22	N	1,192.70	1,192.70-	000888	5/20/22	0.00
							** TOTALS **	1,192.70	1,192.70-			0.00
01-002785	NAPA AUTO PARTS	22-43483	INV	5736-644040	5/03/22	5/27/22	N	200.64	200.64-	000904	5/27/22	0.00
							** TOTALS **	200.64	200.64-			0.00
01-002876	PLAQUES PLUS	22-43420	INV	H0407-22	4/11/22	5/06/22	N	81.96	81.96-	105705	5/06/22	0.00
							** TOTALS **	81.96	81.96-			0.00
01-003053	GAME TIME	22-43481	INV	PJI-0182955	4/18/22	5/20/22	N	93.24	93.24-	105770	5/20/22	0.00
							** TOTALS **	93.24	93.24-			0.00
01-003091	OPTIMA PLUMBING SUPPLY LLC	22-43484	INV	53306	4/22/22	5/20/22	N	419.92	419.92-	105778	5/20/22	0.00
		22-43440	INV	53315	4/28/22	5/20/22	N	529.70	529.70-	105778	5/20/22	0.00
		22-43441	INV	53316	4/28/22	5/20/22	N	515.76	515.76-	105778	5/20/22	0.00
							** TOTALS **	1,465.38	1,465.38-			0.00
01-003208	SULLIVAN'S KARATE SCHOOL	22-43377	INV	167	3/15/22	5/06/22	N	1,886.50	1,886.50-	105714	5/06/22	0.00
							** TOTALS **	1,886.50	1,886.50-			0.00
01-003211	UNIVAR USA INC.	22-43385	INV	50132965	4/06/22	5/06/22	N	780.55	780.55-	105715	5/06/22	0.00
		22-43386	INV	50176365	4/22/22	5/06/22	N	929.43	929.43-	105715	5/06/22	0.00
		22-43446	INV	50212228	5/05/22	5/27/22	N	1,068.63	1,068.63-	105820	5/27/22	0.00
		22-43474	INV	50226551	5/11/22	5/27/22	N	954.95	954.95-	105820	5/27/22	0.00
							** TOTALS **	3,733.56	3,733.56-			0.00
01-003447	JOHN S. SWIFT CO., INC.	22-43401	INV	22-31144	4/25/22	5/13/22	N	2,463.00	2,463.00-	105748	5/13/22	0.00
							** TOTALS **	2,463.00	2,463.00-			0.00
01-003580	NCSI	22-43455	INV	20886	5/01/22	5/20/22	N	313.50	313.50-	105776	5/20/22	0.00
		22-43455	INV	20887	5/01/22	5/20/22	N	85.50	85.50-	105776	5/20/22	0.00
							** TOTALS **	399.00	399.00-			0.00
01-003601	PCARD-BANK OF MONTREAL - B	22-43411	CM	CAMP 4/27/22	4/27/22	4/30/22	N	49.31-	49.31	000871	4/30/22	0.00
		22-43410	CM	CONC 4/27/22	4/27/22	4/30/22	N	9.28-	9.28	000871	4/30/22	0.00
		22-43399	CM	FY 4/27/22	4/27/22	4/30/22	N	49.95-	49.95	000871	4/30/22	0.00
		22-43416	CM	SWAG 5/27/22	5/27/22	5/31/22	N	7.81-	7.81	000910	5/31/22	0.00
		22-43412	INV	AKIDS 4/27/22	4/27/22	4/30/22	N	50.97	50.97-	000871	4/30/22	0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-003601	PCARD-BANK OF MONTREAL - B** CONTINUED **											
		22-43405	INV	BK 4/27/22	4/27/22	4/30/22	N	14.67	14.67-	000871	4/30/22	0.00
		22-43558	INV	FY 5/27/22	5/27/22	5/31/22	N	56.00	56.00-	000910	5/31/22	0.00
		22-43409	INV	GF 4/27/22	4/27/22	4/30/22	N	26.87	26.87-	000871	4/30/22	0.00
		22-43397	INV	JS 4/27/22	4/27/22	4/30/22	N	300.64	300.64-	000871	4/30/22	0.00
		22-43403	INV	MKTG 4/27/22	4/27/22	4/30/22	N	2,713.24	2,713.24-	000871	4/30/22	0.00
		22-43545	INV	MKTG 5/27/22	5/27/22	5/31/22	N	1,113.51	1,113.51-	000910	5/31/22	0.00
		22-43408	INV	PARKS 4/27/22	4/27/22	4/30/22	N	667.73	667.73-	000871	4/30/22	0.00
		22-43291	INV	PERF ARTS 4/27/22	4/27/22	4/30/22	N	4,617.00	4,617.00-	000871	4/30/22	0.00
		22-43415	INV	RB 4/27/22	4/27/22	4/30/22	N	99.99	99.99-	000871	4/30/22	0.00
		22-43416	INV	SWAG 4/27/22	4/27/22	4/30/22	N	132.76	132.76-	000871	4/30/22	0.00
							** TOTALS **	9,677.03	9,677.03-			0.00
01-003620	JACQUELINE R. MEREDITH											
		22-43384	INV	ZUMBATHON 4/24	4/24/22	5/06/22	Y	65.00	65.00-	105700	5/06/22	0.00
							** TOTALS **	65.00	65.00-			0.00
01-003700	METROPOLITAN INDUSTRIES, I											
		22-43053	INV	38050	4/15/22	5/06/22	N	20.00	20.00-	105701	5/06/22	0.00
							** TOTALS **	20.00	20.00-			0.00
01-003729	SGD GOLF, LLC											
		22-43387	INV	S19748	4/26/22	5/13/22	N	120.65	120.65-	105757	5/13/22	0.00
		22-43422	INV	S19765	4/28/22	5/13/22	N	154.16	154.16-	105757	5/13/22	0.00
							** TOTALS **	274.81	274.81-			0.00
01-003811	BASELINE YOUTH SPORTS, INC											
		22-43419	INV	4/7-4/28	4/28/22	5/06/22	N	2,376.00	2,376.00-	105691	5/06/22	0.00
							** TOTALS **	2,376.00	2,376.00-			0.00
01-003861	JIM REUTER											
		22-43414	INV	AMZ =2555439	3/22/22	5/06/22	N	86.39	86.39-	105707	5/06/22	0.00
							** TOTALS **	86.39	86.39-			0.00
01-003912	IWM CORPORATION											
		22-43423	INV	21625	2/23/22	5/13/22	N	213.66	213.66-	105746	5/13/22	0.00
							** TOTALS **	213.66	213.66-			0.00
01-003932	STERLING NETWORK INTEGRATI											
		22-43390	INV	04252203	4/25/22	5/13/22	N	232.50	232.50-	105758	5/13/22	0.00
		22-43037	INV	05022208	5/02/22	5/20/22	N	902.70	902.70-	105779	5/20/22	0.00
							** TOTALS **	1,135.20	1,135.20-			0.00
01-003947	BHFX LLC											
		22-43529	INV	421160	4/29/22	5/27/22	Y	75.00	75.00-	105803	5/27/22	0.00
							** TOTALS **	75.00	75.00-			0.00
01-003955	CAROL STREAM PARKS FOUNDAT											
		22-43444	INV	Donations 4/22	5/01/22	5/06/22	N	29.78	29.78-	105694	5/06/22	0.00
							** TOTALS **	29.78	29.78-			0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-003956 AUTOMATED LOGIC											
	22-43450	INV	385910	4/22/22	5/13/22	N	344.00	344.00-	105737	5/13/22	0.00
	22-43426	INV	387451	4/28/22	5/20/22	N	1,800.00	1,800.00-	105764	5/20/22	0.00
				** TOTALS **			2,144.00	2,144.00-			0.00
01-003958 IL DEPT OF EMPLOYMENT SECU											
	22-43530	INV	3/31/22 UNEMPLYMT	5/03/22	5/27/22	N	10,485.50	10,485.50-	000902	5/27/22	0.00
				** TOTALS **			10,485.50	10,485.50-			0.00
01-004031 OFFICIAL FINDERS, LLC											
	22-43454	INV	8914	5/02/22	5/13/22	Y	57.50	57.50-	105752	5/13/22	0.00
	22-43454	INV	8914 & 8790	5/02/22	5/13/22	Y	585.00	585.00-	105752	5/13/22	0.00
	22-43454	INV	8944	5/02/22	5/13/22	Y	227.50	227.50-	105752	5/13/22	0.00
	22-43439	INV	8990	5/02/22	5/13/22	Y	270.00	270.00-	105752	5/13/22	0.00
	22-43525	INV	9033	5/09/22	5/27/22	Y	195.00	195.00-	105818	5/27/22	0.00
	22-43525	INV	9073	5/09/22	5/27/22	Y	262.50	262.50-	105818	5/27/22	0.00
	22-43489	INV	9139	5/09/22	5/20/22	Y	60.00	60.00-	105777	5/20/22	0.00
	22-43489	INV	9202	5/16/22	5/20/22	Y	830.00	830.00-	105777	5/20/22	0.00
	22-43489	INV	9284	5/16/22	5/20/22	Y	390.00	390.00-	105777	5/20/22	0.00
	22-43489	INV	9377	5/16/22	5/20/22	Y	210.00	210.00-	105777	5/20/22	0.00
	22-43489	INV	9389	5/16/22	5/20/22	Y	216.00	216.00-	105777	5/20/22	0.00
				** TOTALS **			3,303.50	3,303.50-			0.00
01-004101 BEVERLY R. BUCHINGER											
	22-43361	INV	048	4/16/22	5/07/22	Y	85.00	85.00-	105693	5/06/22	0.00
				** TOTALS **			85.00	85.00-			0.00
01-004141 BEARY LANDSCAPE MANAGEMENT											
	22-42930	INV	220439	4/01/22	5/06/22	N	12,345.43	12,345.43-	105692	5/06/22	0.00
				** TOTALS **			12,345.43	12,345.43-			0.00
01-004153 WEX BANK											
	22-43462	INV	80686221	5/01/22	5/20/22	N	1,302.84	1,302.84-	000893	5/20/22	0.00
				** TOTALS **			1,302.84	1,302.84-			0.00
01-004159 WIGHT & COMPANY											
	21-42560	INV	210274-002	3/31/22	5/13/22	N	5,500.00	5,500.00-	105763	5/13/22	0.00
	21-42560	INV	210274-003	4/30/22	5/27/22	N	3,028.57	3,028.57-	105821	5/27/22	0.00
	22-43270	INV	220056-001	3/31/22	5/13/22	N	5,000.00	5,000.00-	105763	5/13/22	0.00
	22-43270	INV	220056-002	4/30/22	5/27/22	N	5,000.00	5,000.00-	105821	5/27/22	0.00
				** TOTALS **			18,528.57	18,528.57-			0.00
01-004212 MAVERICK POOLS, INC.											
	22-43486	INV	122903	5/17/22	5/20/22	N	1,788.00	1,788.00-	105774	5/20/22	0.00
				** TOTALS **			1,788.00	1,788.00-			0.00
01-004269 SAFETY FIRST TRAINING SYST											
	22-43374	INV	22041901	4/19/22	5/06/22	N	100.00	100.00-	105710	5/06/22	0.00
				** TOTALS **			100.00	100.00-			0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004290	PEPSI-COLA											
		22-43400	INV	27360761	4/28/22	5/13/22	N	1,017.44	1,017.44-	000886	5/13/22	0.00
		22-43362	INV	32702253	4/14/22	5/13/22	N	341.29	341.29-	000886	5/13/22	0.00
					** TOTALS **			1,358.73	1,358.73-			0.00
01-004304	LAUTERBACH & AMEN, LLP											
		22-42952	INV	66699	5/16/22	5/27/22	Y	2,000.00	2,000.00-	105813	5/27/22	0.00
					** TOTALS **			2,000.00	2,000.00-			0.00
01-004402	KATHERINE LANKFORD											
		22-43421	INV	3/23 CLINIC	3/23/22	5/06/22	N	250.00	250.00-	105698	5/06/22	0.00
					** TOTALS **			250.00	250.00-			0.00
01-004403	TOWN & COUNTRY DISTRIBUTOR											
		22-43443	INV	638642	4/28/22	5/02/22	N	405.40	405.40-	000880	5/06/22	0.00
		22-43464	INV	640289	5/05/22	5/06/22	N	444.90	444.90-	000887	5/13/22	0.00
		22-43478	INV	642081	5/12/22	5/13/22	N	913.80	913.80-	000891	5/20/22	0.00
		22-43526	INV	643899	5/19/22	5/20/22	N	412.70	412.70-	000905	5/27/22	0.00
		22-43562	INV	644952	5/24/22	5/27/22	N	2,894.25	2,894.25-	000909	5/27/22	0.00
					** TOTALS **			5,071.05	5,071.05-			0.00
01-004423	PERFORMANCE FOODSERVICE											
		22-43543	INV	4913311	4/28/22	5/27/22	N	565.86	565.86-	000907	5/27/22	0.00
					** TOTALS **			565.86	565.86-			0.00
01-004435	MetTel											
		22-43467	INV	0100526131-266-5	5/08/22	5/13/22	N	5,180.44	5,180.44-	000885	5/13/22	0.00
					** TOTALS **			5,180.44	5,180.44-			0.00
01-004451	SEASONAL CONCEPTS INC.											
		22-43406	INV	185239	4/13/22	5/06/22	N	1,700.00	1,700.00-	105712	5/06/22	0.00
		22-43271	INV	185277	5/10/22	5/27/22	N	7,596.50	7,596.50-	105819	5/27/22	0.00
					** TOTALS **			9,296.50	9,296.50-			0.00
01-004462	PADDOCK PUBLICATIONS, INC											
		22-43527	INV	216785	5/15/22	5/27/22	N	48.30	48.30-	105806	5/27/22	0.00
					** TOTALS **			48.30	48.30-			0.00
01-004497	BIG BREAK BASKETBALL ACADE											
		22-43475	INV	134	4/08/22	5/20/22	Y	892.50	892.50-	105765	5/20/22	0.00
					** TOTALS **			892.50	892.50-			0.00
01-004542	KEVIN ROTSCH											
		22-43435	INV	4/30-5/1	5/04/22	5/06/22	N	435.00	435.00-	105708	5/06/22	0.00
					** TOTALS **			435.00	435.00-			0.00
01-004564	DUPAGE FEDERATION											
		22-43479	INV	7899	4/30/22	5/20/22	N	28.05	28.05-	105768	5/20/22	0.00
					** TOTALS **			28.05	28.05-			0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004586 DAVID HORTSMAN	22-43436	INV	4/30-5/1	5/04/22	5/06/22	N	480.00	480.00-	105695	5/06/22	0.00
						** TOTALS **	480.00	480.00-			0.00
01-004590 HOT SHOTS SPORTS, LLC	22-43434	INV	2457	4/22/22	5/13/22	Y	2,103.50	2,103.50-	105745	5/13/22	0.00
						** TOTALS **	2,103.50	2,103.50-			0.00
01-004622 EXPRESS NORTHWEST MARKETS	22-43459	INV	COYOTE018	5/03/22	5/20/22	N	200.00	200.00-	105769	5/20/22	0.00
	22-43458	INV	MCCASLIN022	5/03/22	5/20/22	N	756.00	756.00-	105769	5/20/22	0.00
	22-43460	INV	MCCASLIN023	5/09/22	5/20/22	N	272.00	272.00-	105769	5/20/22	0.00
						** TOTALS **	1,228.00	1,228.00-			0.00
01-004652 DAVID SUBY	22-43451	INV	4/30-5/1	5/09/22	5/13/22	N	515.00	515.00-	105759	5/13/22	0.00
						** TOTALS **	515.00	515.00-			0.00
01-004656 LX CONTRACTING CO	22-43466	INV	5117	4/14/22	5/13/22	N	4,760.00	4,760.00-	105749	5/13/22	0.00
	22-43469	INV	5121	4/21/22	5/13/22	N	3,825.00	3,825.00-	105749	5/13/22	0.00
	22-43407	INV	5123	4/21/22	5/13/22	N	780.00	780.00-	105749	5/13/22	0.00
	22-43407	INV	5124	4/21/22	5/13/22	N	1,495.00	1,495.00-	105749	5/13/22	0.00
						** TOTALS **	10,860.00	10,860.00-			0.00
01-004660 DYNEGY ENERGY SERVICES, LL	22-43396	INV	438349222041	4/22/22	5/06/22	N	17,216.48	17,216.48-	000877	5/06/22	0.00
						** TOTALS **	17,216.48	17,216.48-			0.00
01-004690 FOREVER LAWN CHICAGO	21-42280	INV	293	5/19/22	5/27/22	Y	21,747.81	21,747.81-	105809	5/27/22	0.00
						** TOTALS **	21,747.81	21,747.81-			0.00
01-004702 PCARD - FIFTH THIRD BANK	CM		244322997802	4/30/22	4/30/22	N	8.78-	8.78	000872	4/30/22	0.00
	CM		244323642202	4/30/22	4/30/22	N	6.64-	6.64	000872	4/30/22	0.00
	CM		727747 REFUND	4/30/22	4/30/22	N	28.74-	28.74	000872	4/30/22	0.00
	CM		767874768	5/10/22	5/31/22	N	5.96-	5.96	000913	5/31/22	0.00
	CM		AMZNRET-4025832442	5/02/22	5/31/22	N	199.99-	199.99	000913	5/31/22	0.00
	CM		AMZRET-02583244249	5/30/22	5/31/22	N	349.99-	349.99	000913	5/31/22	0.00
	CM		C5211470-0	4/30/22	4/30/22	N	50.00-	50.00	000872	4/30/22	0.00
	CM		FUN EXP 5/19/22	5/23/22	5/31/22	N	15.99-	15.99	000913	5/31/22	0.00
	CM		PORTER REFUND 5/23	5/24/22	5/31/22	N	42.31-	42.31	000913	5/31/22	0.00
	CM		REF-2452078103	4/30/22	4/30/22	N	7.27-	7.27	000872	4/30/22	0.00
	CM		SHOUT05212022	4/30/22	4/30/22	N	64.00-	64.00	000872	4/30/22	0.00
	INV		01282	5/18/22	5/31/22	N	47.38	47.38-	000913	5/31/22	0.00
	INV		01437	5/26/22	5/31/22	N	10.90	10.90-	000913	5/31/22	0.00
	INV		01448	5/04/22	5/31/22	N	41.96	41.96-	000913	5/31/22	0.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004702 PCARD - FIFTH THIRD BANK ** CONTINUED **												
				INV 01485	5/12/22	5/31/22	N	119.48	119.48-	000913	5/31/22	0.00
				INV 01498	5/04/22	5/31/22	N	20.98	20.98-	000913	5/31/22	0.00
				INV 01568	5/27/22	5/31/22	N	24.36	24.36-	000913	5/31/22	0.00
				INV 0157157267-3/22	4/07/22	4/30/22	N	118.99	118.99-	000872	4/30/22	0.00
				INV 01689	5/23/22	5/31/22	N	129.08	129.08-	000913	5/31/22	0.00
				INV 01787	5/09/22	5/31/22	N	16.48	16.48-	000913	5/31/22	0.00
				INV 01981601543	5/18/22	5/31/22	N	20.00	20.00-	000913	5/31/22	0.00
				INV 0210446	5/24/22	5/31/22	N	1,406.00	1,406.00-	000913	5/31/22	0.00
				INV 02354	5/19/22	5/31/22	N	100.92	100.92-	000913	5/31/22	0.00
				INV 0391442	5/09/22	5/31/22	N	362.00	362.00-	000913	5/31/22	0.00
				INV 04/19/2022	4/21/22	4/30/22	N	9.99	9.99-	000872	4/30/22	0.00
				INV 04/21/2022	4/25/22	4/30/22	N	83.71	83.71-	000872	4/30/22	0.00
				INV 04/25/2022	4/27/22	4/30/22	N	6.30	6.30-	000872	4/30/22	0.00
				INV 05/17/22	5/19/22	5/31/22	N	135.82	135.82-	000913	5/31/22	0.00
				INV 05/23/22	5/25/22	5/31/22	N	2.87	2.87-	000913	5/31/22	0.00
				INV 0554205-2034600	4/25/22	4/30/22	N	19.99	19.99-	000872	4/30/22	0.00
				INV 06599	5/04/22	5/31/22	N	23.13	23.13-	000913	5/31/22	0.00
				INV 06935	5/12/22	5/31/22	N	148.44	148.44-	000913	5/31/22	0.00
				INV 06939	4/18/22	4/30/22	N	121.00	121.00-	000872	4/30/22	0.00
				INV 07-22	4/07/22	4/30/22	N	2,850.00	2,850.00-	000872	4/30/22	0.00
				INV 07487	5/03/22	5/31/22	N	244.89	244.89-	000913	5/31/22	0.00
				INV 08149	5/09/22	5/31/22	N	9.98	9.98-	000913	5/31/22	0.00
				INV 082998	5/03/22	5/31/22	N	32.25	32.25-	000913	5/31/22	0.00
				INV 084459495690	5/09/22	5/31/22	N	104.36	104.36-	000913	5/31/22	0.00
				INV 08916	5/09/22	5/31/22	N	117.17	117.17-	000913	5/31/22	0.00
				INV 09-22	4/19/22	4/30/22	N	1,650.00	1,650.00-	000872	4/30/22	0.00
				INV 090116	5/02/22	5/31/22	N	1,593.40	1,593.40-	000913	5/31/22	0.00
				INV 09824	5/06/22	5/31/22	N	286.30	286.30-	000913	5/31/22	0.00
				INV 10-22	4/15/22	4/30/22	N	325.55	325.55-	000872	4/30/22	0.00
				INV 10173101	4/07/22	4/30/22	N	312.00	312.00-	000872	4/30/22	0.00
				INV 103609495690	5/06/22	5/31/22	N	15.48	15.48-	000913	5/31/22	0.00
				INV 1076601441244B	5/24/22	5/31/22	N	22.03	22.03-	000913	5/31/22	0.00
				INV 1076601441244C	5/24/22	5/31/22	N	22.03	22.03-	000913	5/31/22	0.00
				INV 107660441244A	5/24/22	5/31/22	N	10.36	10.36-	000913	5/31/22	0.00
				INV 11-22	4/15/22	4/30/22	N	1,130.00	1,130.00-	000872	4/30/22	0.00
				INV 11-22 5/4/22	5/04/22	5/31/22	N	800.00	800.00-	000913	5/31/22	0.00
				INV 11144173460627430	5/05/22	5/31/22	N	49.99	49.99-	000913	5/31/22	0.00
				INV 111704161042	4/18/22	4/30/22	N	24.97	24.97-	000872	4/30/22	0.00
				INV 11197667	4/04/22	4/30/22	N	110.00	110.00-	000872	4/30/22	0.00
				INV 1119916	4/25/22	4/30/22	N	52.43	52.43-	000872	4/30/22	0.00
				INV 11201546753125046	5/25/22	5/31/22	N	7.49	7.49-	000913	5/31/22	0.00
				INV 11212539162041037	4/04/22	4/30/22	N	13.99	13.99-	000872	4/30/22	0.00
				INV 11220554191729828	5/13/22	5/31/22	N	94.99	94.99-	000913	5/31/22	0.00
				INV 112246	4/27/22	4/30/22	N	290.66	290.66-	000872	4/30/22	0.00
				INV 11230402583244249	4/26/22	4/30/22	N	349.99	349.99-	000872	4/30/22	0.00
				INV 112466	4/27/22	4/30/22	N	360.00	360.00-	000872	4/30/22	0.00
				INV 11253567925900264	5/16/22	5/31/22	N	18.95	18.95-	000913	5/31/22	0.00
				INV 11256943555099441	5/25/22	5/31/22	N	96.93	96.93-	000913	5/31/22	0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK											
				** CONTINUED **								
			INV	11260448414159424	4/04/22	4/30/22	N	199.99	199.99-	000872	4/30/22	0.00
			INV	11264022338201039	5/16/22	5/31/22	N	53.96	53.96-	000913	5/31/22	0.00
			INV	11271665552378604	4/20/22	4/30/22	N	16.23	16.23-	000872	4/30/22	0.00
			INV	11272635647539437	4/19/22	4/30/22	N	179.76	179.76-	000872	4/30/22	0.00
			INV	11274856790717844	4/12/22	4/30/22	N	347.43	347.43-	000872	4/30/22	0.00
			INV	11281109901834607	5/25/22	5/31/22	N	18.90	18.90-	000913	5/31/22	0.00
			INV	11283395981516245	4/11/22	4/30/22	N	68.98	68.98-	000872	4/30/22	0.00
			INV	11283909063095409	5/30/22	5/31/22	N	43.60	43.60-	000913	5/31/22	0.00
			INV	11291240318123455	5/26/22	5/31/22	N	45.97	45.97-	000913	5/31/22	0.00
			INV	11294055876346659	5/16/22	5/31/22	N	124.85	124.85-	000913	5/31/22	0.00
			INV	11296181865873054	5/16/22	5/31/22	N	134.97	134.97-	000913	5/31/22	0.00
			INV	11299637935251444	4/04/22	4/30/22	N	19.00	19.00-	000872	4/30/22	0.00
			INV	113-90890927558666	5/02/22	5/31/22	N	20.42	20.42-	000913	5/31/22	0.00
			INV	11301079069875474	4/14/22	4/30/22	N	109.30	109.30-	000872	4/30/22	0.00
			INV	11302646935383438A	5/17/22	5/31/22	N	19.54	19.54-	000913	5/31/22	0.00
			INV	11303436216662650	4/20/22	4/30/22	N	96.50	96.50-	000872	4/30/22	0.00
			INV	1130646935383438B	5/17/22	5/31/22	N	29.62	29.62-	000913	5/31/22	0.00
			INV	11320748095329833	4/07/22	4/30/22	N	27.09	27.09-	000872	4/30/22	0.00
			INV	11336827017808212	4/12/22	4/30/22	N	33.55	33.55-	000872	4/30/22	0.00
			INV	11344474957088230	5/19/22	5/31/22	N	49.63	49.63-	000913	5/31/22	0.00
			INV	1134474957088230	5/19/22	5/31/22	N	21.86	21.86-	000913	5/31/22	0.00
			INV	11355182747606604	4/22/22	4/30/22	N	32.40	32.40-	000872	4/30/22	0.00
			INV	11368971292099440	4/18/22	4/30/22	N	42.93	42.93-	000872	4/30/22	0.00
			INV	11382438083851465	4/12/22	4/30/22	N	37.10	37.10-	000872	4/30/22	0.00
			INV	1138622014003380	4/18/22	4/30/22	N	174.99	174.99-	000872	4/30/22	0.00
			INV	114-0367577-247940	5/06/22	5/31/22	N	25.64	25.64-	000913	5/31/22	0.00
			INV	114-15594534499421	5/26/22	5/31/22	N	75.96	75.96-	000913	5/31/22	0.00
			INV	114-24192584566617	5/09/22	5/31/22	N	11.99	11.99-	000913	5/31/22	0.00
			INV	11412779727431451	4/15/22	4/30/22	N	63.05	63.05-	000872	4/30/22	0.00
			INV	11426308253951466	4/25/22	4/30/22	N	19.99	19.99-	000872	4/30/22	0.00
			INV	11446980624175414	5/13/22	5/31/22	N	107.91	107.91-	000913	5/31/22	0.00
			INV	11460616715391444	5/18/22	5/31/22	N	59.92	59.92-	000913	5/31/22	0.00
			INV	11466469721433023	5/05/22	5/31/22	N	116.00	116.00-	000913	5/31/22	0.00
			INV	11473348655721821	5/09/22	5/31/22	N	21.98	21.98-	000913	5/31/22	0.00
			INV	11478985675605807	5/19/22	5/31/22	N	16.99	16.99-	000913	5/31/22	0.00
			INV	11481756999926669	5/18/22	5/31/22	N	22.88	22.88-	000913	5/31/22	0.00
			INV	11907367	4/04/22	4/30/22	N	1,119.79	1,119.79-	000872	4/30/22	0.00
			INV	12-22	5/11/22	5/31/22	N	850.00	850.00-	000913	5/31/22	0.00
			INV	12394325-00	5/02/22	5/31/22	N	601.32	601.32-	000913	5/31/22	0.00
			INV	13-22	5/24/22	5/31/22	N	1,175.00	1,175.00-	000913	5/31/22	0.00
			INV	137459	5/06/22	5/31/22	N	284.22	284.22-	000913	5/31/22	0.00
			INV	137571	5/13/22	5/31/22	N	324.11	324.11-	000913	5/31/22	0.00
			INV	137573	5/25/22	5/31/22	N	1,227.04	1,227.04-	000913	5/31/22	0.00
			INV	137579	5/25/22	5/31/22	N	771.65	771.65-	000913	5/31/22	0.00
			INV	137632	5/25/22	5/31/22	N	1,256.76	1,256.76-	000913	5/31/22	0.00
			INV	137695	5/25/22	5/31/22	N	218.97	218.97-	000913	5/31/22	0.00
			INV	165534447308	5/11/22	5/31/22	N	14.99	14.99-	000913	5/31/22	0.00
			INV	167613	4/12/22	4/30/22	N	209.10	209.10-	000872	4/30/22	0.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004702	PCARD - FIFTH THIRD BANK											
				INV 170802	4/26/22	4/30/22	N	36.80	36.80-	000872	4/30/22	0.00
				INV 1967943453	5/09/22	5/31/22	N	73.63	73.63-	000913	5/31/22	0.00
				INV 20210386	4/05/22	4/30/22	N	574.75	574.75-	000872	4/30/22	0.00
				INV 20210387	4/05/22	4/30/22	N	109.25	109.25-	000872	4/30/22	0.00
				INV 20210391	4/06/22	4/30/22	N	2,289.50	2,289.50-	000872	4/30/22	0.00
				INV 20210395	4/13/22	4/30/22	N	1,032.00	1,032.00-	000872	4/30/22	0.00
				INV 20210396	4/13/22	4/30/22	N	420.25	420.25-	000872	4/30/22	0.00
				INV 20210397	4/13/22	4/30/22	N	2,571.50	2,571.50-	000872	4/30/22	0.00
				INV 20210399	4/18/22	4/30/22	N	675.75	675.75-	000872	4/30/22	0.00
				INV 20210400	4/18/22	4/30/22	N	84.74	84.74-	000872	4/30/22	0.00
				INV 20210402	4/20/22	4/30/22	N	711.75	711.75-	000872	4/30/22	0.00
				INV 20210410	5/04/22	5/31/22	N	21.50	21.50-	000913	5/31/22	0.00
				INV 20210414	5/04/22	5/31/22	N	1,254.00	1,254.00-	000913	5/31/22	0.00
				INV 20210419	5/04/22	5/31/22	N	1,080.00	1,080.00-	000913	5/31/22	0.00
				INV 20210422	5/04/22	5/31/22	N	948.75	948.75-	000913	5/31/22	0.00
				INV 20210423	5/04/22	5/31/22	N	222.75	222.75-	000913	5/31/22	0.00
				INV 20210424	5/04/22	5/31/22	N	51.75	51.75-	000913	5/31/22	0.00
				INV 20210425	5/04/22	5/31/22	N	13.50	13.50-	000913	5/31/22	0.00
				INV 20210429	5/10/22	5/31/22	N	1,682.50	1,682.50-	000913	5/31/22	0.00
				INV 20210430	5/10/22	5/31/22	N	110.86	110.86-	000913	5/31/22	0.00
				INV 20210442	5/19/22	5/31/22	N	457.25	457.25-	000913	5/31/22	0.00
				INV 20210443	5/19/22	5/31/22	N	87.34	87.34-	000913	5/31/22	0.00
				INV 20210445	5/24/22	5/31/22	N	1,304.00	1,304.00-	000913	5/31/22	0.00
				INV 20210447	5/24/22	5/31/22	N	190.00	190.00-	000913	5/31/22	0.00
				INV 20210461	5/24/22	5/31/22	N	191.25	191.25-	000913	5/31/22	0.00
				INV 2205-1403	5/16/22	5/31/22	N	15.25	15.25-	000913	5/31/22	0.00
				INV 220714	5/06/22	5/31/22	N	105.00	105.00-	000913	5/31/22	0.00
				INV 220824	4/29/22	4/30/22	N	56.00	56.00-	000872	4/30/22	0.00
				INV 220982	5/17/22	5/31/22	N	1,263.50	1,263.50-	000913	5/31/22	0.00
				INV 22132083800764688	5/13/22	5/31/22	N	9.98	9.98-	000913	5/31/22	0.00
				INV 2251959	5/18/22	5/31/22	N	411.75	411.75-	000913	5/31/22	0.00
				INV 244322997801	4/18/22	4/30/22	N	118.48	118.48-	000872	4/30/22	0.00
				INV 244323642201	4/18/22	4/30/22	N	89.59	89.59-	000872	4/30/22	0.00
				INV 2452078103	4/25/22	4/30/22	N	90.87	90.87-	000872	4/30/22	0.00
				INV 300301676HRM	4/25/22	4/30/22	N	249.50	249.50-	000872	4/30/22	0.00
				INV 360-14546887	4/15/22	4/30/22	N	13.99	13.99-	000872	4/30/22	0.00
				INV 37113553	4/04/22	4/30/22	N	252.00	252.00-	000872	4/30/22	0.00
				INV 37113554	4/04/22	4/30/22	N	252.00	252.00-	000872	4/30/22	0.00
				INV 37224922	5/02/22	5/31/22	N	153.00	153.00-	000913	5/31/22	0.00
				INV 37224923	5/02/22	5/31/22	N	252.00	252.00-	000913	5/31/22	0.00
				INV 37224924	5/02/22	5/31/22	N	153.00	153.00-	000913	5/31/22	0.00
				INV 37250161-PRORATE	5/24/22	5/31/22	N	1.33	1.33-	000913	5/31/22	0.00
				INV 3732210071158	4/18/22	4/30/22	N	13.79	13.79-	000872	4/30/22	0.00
				INV 4-12 FAMOUS DAVES	4/14/22	4/30/22	N	65.82	65.82-	000872	4/30/22	0.00
				INV 4-20-22 ORD7025006	4/21/22	4/30/22	N	9.99	9.99-	000872	4/30/22	0.00
				INV 4-27-22 WALGREENS	4/28/22	4/30/22	N	18.92	18.92-	000872	4/30/22	0.00
				INV 4-4-2022ORD.270359	4/05/22	4/30/22	N	175.00	175.00-	000872	4/30/22	0.00
				INV 4/22 GOOGLE	4/04/22	4/30/22	N	43.60	43.60-	000872	4/30/22	0.00

O P E N I T E M R E P O R T

S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-004702	PCARD - FIFTH THIRD BANK										
			INV 4031	4/11/22	4/30/22	N	11.97	11.97-	000872	4/30/22	0.00
			INV 4196213	4/12/22	4/30/22	N	29.50	29.50-	000872	4/30/22	0.00
			INV 4278952-4602603	4/19/22	4/30/22	N	10.50	10.50-	000872	4/30/22	0.00
			INV 448634	4/22/22	4/30/22	N	175.00	175.00-	000872	4/30/22	0.00
			INV 448666	4/22/22	4/30/22	N	150.00	150.00-	000872	4/30/22	0.00
			INV 449672	4/20/22	4/30/22	N	350.00	350.00-	000872	4/30/22	0.00
			INV 457503	5/20/22	5/31/22	N	175.00	175.00-	000913	5/31/22	0.00
			INV 457538	5/20/22	5/31/22	N	150.00	150.00-	000913	5/31/22	0.00
			INV 4582497169-3/25	4/08/22	4/30/22	N	451.41	451.41-	000872	4/30/22	0.00
			INV 4582497169-3/25/22	4/08/22	4/30/22	N	1,500.00	1,500.00-	000872	4/30/22	0.00
			INV 458542	5/18/22	5/31/22	N	350.00	350.00-	000913	5/31/22	0.00
			INV 46076239	4/25/22	4/30/22	N	573.00	573.00-	000872	4/30/22	0.00
			INV 4935137	4/07/22	4/30/22	N	117.50	117.50-	000872	4/30/22	0.00
			INV 498	4/26/22	4/30/22	N	125.16	125.16-	000872	4/30/22	0.00
			INV 5-26-22	5/30/22	5/31/22	N	75.00	75.00-	000913	5/31/22	0.00
			INV 5/22 GOOGLE	5/02/22	5/31/22	N	39.33	39.33-	000913	5/31/22	0.00
			INV 5/27/22 LUNCH MTG	5/30/22	5/31/22	N	114.39	114.39-	000913	5/31/22	0.00
			INV 5202285-0	4/18/22	4/30/22	N	408.08	408.08-	000872	4/30/22	0.00
			INV 5202285-1	4/18/22	4/30/22	N	181.40	181.40-	000872	4/30/22	0.00
			INV 5210241-0	4/18/22	4/30/22	N	730.45	730.45-	000872	4/30/22	0.00
			INV 5213400-0	4/27/22	4/30/22	N	138.40	138.40-	000872	4/30/22	0.00
			INV 5217765-0	4/27/22	4/30/22	N	24.00	24.00-	000872	4/30/22	0.00
			INV 5217783-0	4/27/22	4/30/22	N	113.32	113.32-	000872	4/30/22	0.00
			INV 5222739-0	4/27/22	4/30/22	N	104.51	104.51-	000872	4/30/22	0.00
			INV 5223633-0	4/28/22	4/30/22	N	819.57	819.57-	000872	4/30/22	0.00
			INV 5233145-0	5/09/22	5/31/22	N	154.35	154.35-	000913	5/31/22	0.00
			INV 5235563-0	5/13/22	5/31/22	N	296.40	296.40-	000913	5/31/22	0.00
			INV 5238983-0	5/25/22	5/31/22	N	5.60	5.60-	000913	5/31/22	0.00
			INV 5243477-0	5/25/22	5/31/22	N	499.51	499.51-	000913	5/31/22	0.00
			INV 5243521-0	5/25/22	5/31/22	N	663.60	663.60-	000913	5/31/22	0.00
			INV 5246208-0	5/30/22	5/31/22	N	621.92	621.92-	000913	5/31/22	0.00
			INV 5428	5/12/22	5/31/22	N	192.00	192.00-	000913	5/31/22	0.00
			INV 558	5/03/22	5/31/22	N	170.40	170.40-	000913	5/31/22	0.00
			INV 6-6 WDSRA GOLF DAY	4/29/22	4/30/22	N	900.00	900.00-	000872	4/30/22	0.00
			INV 6043085	4/21/22	4/30/22	N	332.24	332.24-	000872	4/30/22	0.00
			INV 604370	4/21/22	4/30/22	N	567.53	567.53-	000872	4/30/22	0.00
			INV 6044179	4/21/22	4/30/22	N	984.98	984.98-	000872	4/30/22	0.00
			INV 604570	4/21/22	4/30/22	N	504.85	504.85-	000872	4/30/22	0.00
			INV 6090496	5/17/22	5/31/22	N	504.85	504.85-	000913	5/31/22	0.00
			INV 6091006	5/17/22	5/31/22	N	332.24	332.24-	000913	5/31/22	0.00
			INV 6092085	5/17/22	5/31/22	N	984.98	984.98-	000913	5/31/22	0.00
			INV 6094242	5/17/22	5/31/22	N	567.53	567.53-	000913	5/31/22	0.00
			INV 6662650	4/18/22	4/30/22	N	5.72	5.72-	000872	4/30/22	0.00
			INV 707778	5/06/22	5/31/22	N	3,061.65	3,061.65-	000913	5/31/22	0.00
			INV 708009	5/06/22	5/31/22	N	165.00	165.00-	000913	5/31/22	0.00
			INV 708074	5/04/22	5/31/22	N	480.00	480.00-	000913	5/31/22	0.00
			INV 708076	5/06/22	5/31/22	N	16.00	16.00-	000913	5/31/22	0.00
			INV 708079	5/06/22	5/31/22	N	106.00	106.00-	000913	5/31/22	0.00

O P E N I T E M R E P O R T

S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-004702	PCARD - FIFTH THIRD BANK										** CONTINUED **
		INV	71625028801	4/15/22	4/30/22	N	62.99	62.99-	000872	4/30/22	0.00
		INV	726787476	5/09/22	5/31/22	N	85.40	85.40-	000913	5/31/22	0.00
		INV	75670	5/27/22	5/31/22	N	469.00	469.00-	000913	5/31/22	0.00
		INV	8110701000-2/22/22	4/06/22	4/30/22	N	239.87	239.87-	000872	4/30/22	0.00
		INV	83462	4/07/22	4/30/22	N	50.00	50.00-	000872	4/30/22	0.00
		INV	866703653030332644	4/29/22	4/30/22	N	31.00	31.00-	000872	4/30/22	0.00
		INV	87025055	5/13/22	5/31/22	N	2,918.00	2,918.00-	000913	5/31/22	0.00
		INV	8851	5/23/22	5/31/22	N	24.79	24.79-	000913	5/31/22	0.00
		INV	8852	5/23/22	5/31/22	N	21.59	21.59-	000913	5/31/22	0.00
		INV	891750	5/23/22	5/31/22	N	115.29	115.29-	000913	5/31/22	0.00
		INV	9008540862	4/27/22	4/30/22	N	515.06	515.06-	000872	4/30/22	0.00
		INV	9029068687-2/18/22	4/06/22	4/30/22	N	598.35	598.35-	000872	4/30/22	0.00
		INV	9219562084-3/24/22	4/06/22	4/30/22	N	363.09	363.09-	000872	4/30/22	0.00
		INV	9299510017	5/04/22	5/31/22	N	93.35	93.35-	000913	5/31/22	0.00
		INV	9497093	4/20/22	4/30/22	N	494.40	494.40-	000872	4/30/22	0.00
		INV	9551690000-2/22	4/06/22	4/30/22	N	2,290.99	2,290.99-	000872	4/30/22	0.00
		INV	9903559822	4/27/22	4/30/22	N	975.75	975.75-	000872	4/30/22	0.00
		INV	9911482-7452266	4/18/22	4/30/22	N	9.99	9.99-	000872	4/30/22	0.00
		INV	9927584-4841802	4/13/22	4/30/22	N	72.00	72.00-	000872	4/30/22	0.00
		INV	99974134	4/11/22	4/30/22	N	6.25	6.25-	000872	4/30/22	0.00
		INV	AMAZON ORD.1161833	4/05/22	4/30/22	N	26.98	26.98-	000872	4/30/22	0.00
		INV	AMZ - 3769849	5/27/22	5/31/22	N	6.99	6.99-	000913	5/31/22	0.00
		INV	AMZ - 3951463	4/14/22	4/30/22	N	22.97	22.97-	000872	4/30/22	0.00
		INV	AMZ - 5241855	5/24/22	5/31/22	N	19.98	19.98-	000913	5/31/22	0.00
		INV	AMZ - 6429057	4/08/22	4/30/22	N	157.89	157.89-	000872	4/30/22	0.00
		INV	AMZ - 7744256	4/13/22	4/30/22	N	18.84	18.84-	000872	4/30/22	0.00
		INV	AMZ - 7832206	5/30/22	5/31/22	N	10.99	10.99-	000913	5/31/22	0.00
		INV	AMZ 24606989309065	5/19/22	5/31/22	N	26.59	26.59-	000913	5/31/22	0.00
		INV	AMZ 3933843	4/04/22	4/30/22	N	30.00	30.00-	000872	4/30/22	0.00
		INV	AMZ 76632367259461	5/31/22	5/31/22	N	135.98	135.98-	000913	5/31/22	0.00
		INV	AMZ01076111797824	5/23/22	5/31/22	N	14.99	14.99-	000913	5/31/22	0.00
		INV	AMZ07766628206620	5/25/22	5/31/22	N	35.99	35.99-	000913	5/31/22	0.00
		INV	AMZ078359824232	4/15/22	4/30/22	N	20.42	20.42-	000872	4/30/22	0.00
		INV	AMZ24606989309065	5/19/22	5/31/22	N	110.86	110.86-	000913	5/31/22	0.00
		INV	AMZ3566000	5/16/22	5/31/22	N	25.96	25.96-	000913	5/31/22	0.00
		INV	AMZ68687738397039	5/20/22	5/31/22	N	18.65	18.65-	000913	5/31/22	0.00
		INV	AMZ72333037314604	5/19/22	5/31/22	N	7.99	7.99-	000913	5/31/22	0.00
		INV	AMZN 0645050	4/20/22	4/30/22	N	199.99	199.99-	000872	4/30/22	0.00
		INV	AMZN 0646661	4/05/22	4/30/22	N	43.06	43.06-	000872	4/30/22	0.00
		INV	AMZN 0824211	5/17/22	5/31/22	N	17.67	17.67-	000913	5/31/22	0.00
		INV	AMZN 0910668	5/03/22	5/31/22	N	28.93	28.93-	000913	5/31/22	0.00
		INV	AMZN 1133060	4/07/22	4/30/22	N	33.98	33.98-	000872	4/30/22	0.00
		INV	AMZN 1217063	4/20/22	4/30/22	N	22.98	22.98-	000872	4/30/22	0.00
		INV	AMZN 1702613	4/04/22	4/30/22	N	75.46	75.46-	000872	4/30/22	0.00
		INV	AMZN 1749847	4/01/22	4/30/22	N	10.97	10.97-	000872	4/30/22	0.00
		INV	AMZN 2586656	5/11/22	5/31/22	N	12.32	12.32-	000913	5/31/22	0.00
		INV	AMZN 2653048	5/20/22	5/31/22	N	15.98	15.98-	000913	5/31/22	0.00
		INV	AMZN 3524217	5/10/22	5/31/22	N	29.98	29.98-	000913	5/31/22	0.00

O P E N I T E M R E P O R T

S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-004702	PCARD - FIFTH THIRD BANK										
			INV AMZN 3584208	5/18/22	5/31/22	N	22.99	22.99-	000913	5/31/22	0.00
			INV AMZN 3817064	5/19/22	5/31/22	N	29.99	29.99-	000913	5/31/22	0.00
			INV AMZN 3908200	5/19/22	5/31/22	N	35.49	35.49-	000913	5/31/22	0.00
			INV AMZN 3919466	5/26/22	5/31/22	N	14.99	14.99-	000913	5/31/22	0.00
			INV AMZN 39338432	4/04/22	4/30/22	N	59.96	59.96-	000872	4/30/22	0.00
			INV AMZN 4039410	5/11/22	5/31/22	N	348.71	348.71-	000913	5/31/22	0.00
			INV AMZN 4364230	4/06/22	4/30/22	N	22.99	22.99-	000872	4/30/22	0.00
			INV AMZN 5224263	5/18/22	5/31/22	N	19.99	19.99-	000913	5/31/22	0.00
			INV AMZN 5246657	5/17/22	5/31/22	N	5.30	5.30-	000913	5/31/22	0.00
			INV AMZN 5469825	4/26/22	4/30/22	N	15.50	15.50-	000872	4/30/22	0.00
			INV AMZN 5850655	5/11/22	5/31/22	N	4.32	4.32-	000913	5/31/22	0.00
			INV AMZN 6009000	4/21/22	4/30/22	N	36.99	36.99-	000872	4/30/22	0.00
			INV AMZN 6088238	5/11/22	5/31/22	N	9.69	9.69-	000913	5/31/22	0.00
			INV AMZN 6486603	5/20/22	5/31/22	N	16.99	16.99-	000913	5/31/22	0.00
			INV AMZN 6513807	5/11/22	5/31/22	N	23.98	23.98-	000913	5/31/22	0.00
			INV AMZN 6513830	5/11/22	5/31/22	N	38.88	38.88-	000913	5/31/22	0.00
			INV AMZN 6589854	4/29/22	4/30/22	N	119.97	119.97-	000872	4/30/22	0.00
			INV AMZN 6610662	4/13/22	4/30/22	N	141.49	141.49-	000872	4/30/22	0.00
			INV AMZN 7121848	5/16/22	5/31/22	N	83.09	83.09-	000913	5/31/22	0.00
			INV AMZN 7817862	5/10/22	5/31/22	N	145.90	145.90-	000913	5/31/22	0.00
			INV AMZN 7936244	5/19/22	5/31/22	N	10.99	10.99-	000913	5/31/22	0.00
			INV AMZN 8048261	5/18/22	5/31/22	N	244.23	244.23-	000913	5/31/22	0.00
			INV AMZN 8285033	5/25/22	5/31/22	N	8.40	8.40-	000913	5/31/22	0.00
			INV AMZN 8335413	5/25/22	5/31/22	N	45.04	45.04-	000913	5/31/22	0.00
			INV AMZN 8413833	4/19/22	4/30/22	N	67.15	67.15-	000872	4/30/22	0.00
			INV AMZN 8508267	4/18/22	4/30/22	N	21.87	21.87-	000872	4/30/22	0.00
			INV AMZN 9132202	4/20/22	4/30/22	N	22.90	22.90-	000872	4/30/22	0.00
			INV AMZN 9139462	4/20/22	4/30/22	N	10.95	10.95-	000872	4/30/22	0.00
			INV AMZN 9224202	5/25/22	5/31/22	N	27.57	27.57-	000913	5/31/22	0.00
			INV AMZN 9250618	5/25/22	5/31/22	N	29.99	29.99-	000913	5/31/22	0.00
			INV AMZN 9296209	5/16/22	5/31/22	N	3.00	3.00-	000913	5/31/22	0.00
			INV AMZN 9678612	4/13/22	4/30/22	N	34.12	34.12-	000872	4/30/22	0.00
			INV AMZN 9680228	5/18/22	5/31/22	N	73.89	73.89-	000913	5/31/22	0.00
			INV AMZN 9728260	5/04/22	5/31/22	N	11.98	11.98-	000913	5/31/22	0.00
			INV AMZN041222	4/13/22	4/30/22	N	33.98	33.98-	000872	4/30/22	0.00
			INV AMZN041522	4/18/22	4/30/22	N	9.99	9.99-	000872	4/30/22	0.00
			INV AMZN041922	4/20/22	4/30/22	N	79.99	79.99-	000872	4/30/22	0.00
			INV AMZN0419222	4/20/22	4/30/22	N	21.24	21.24-	000872	4/30/22	0.00
			INV AMZN05102022	5/11/22	5/31/22	N	129.99	129.99-	000913	5/31/22	0.00
			INV AMZN051022	5/10/22	5/31/22	N	10.99	10.99-	000913	5/31/22	0.00
			INV AMZN051822	5/19/22	5/31/22	N	125.70	125.70-	000913	5/31/22	0.00
			INV AMZN051922	5/20/22	5/31/22	N	33.79	33.79-	000913	5/31/22	0.00
			INV AMZN1051456	4/04/22	4/30/22	N	36.95	36.95-	000872	4/30/22	0.00
			INV ATT 3/16-4/15	4/12/22	4/30/22	N	35.72	35.72-	000872	4/30/22	0.00
			INV ATT 4/16-5/15	5/13/22	5/31/22	N	35.72	35.72-	000913	5/31/22	0.00
			INV CANNOLI51122	5/12/22	5/31/22	N	66.00	66.00-	000913	5/31/22	0.00
			INV CBI-1512	5/27/22	5/31/22	N	1,358.00	1,358.00-	000913	5/31/22	0.00
			INV COMCAST 3/24-4/23	4/14/22	4/30/22	N	248.85	248.85-	000872	4/30/22	0.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004702	PCARD - FIFTH THIRD BANK			** CONTINUED **								
			INV	COMCAST 3/26-4/25	4/18/22	4/30/22	N	852.72	852.72-	000872	4/30/22	0.00
			INV	COMCAST 4/1-4/30	4/15/22	4/30/22	N	10.50	10.50-	000872	4/30/22	0.00
			INV	COMCAST 4/24-5/23	5/16/22	5/31/22	N	248.85	248.85-	000913	5/31/22	0.00
			INV	COMCAST 4/26-5/25	5/16/22	5/31/22	N	852.72	852.72-	000913	5/31/22	0.00
			INV	COMCAST 4/9-5/8	4/29/22	4/30/22	N	71.83	71.83-	000872	4/30/22	0.00
			INV	COMCAST 5/1-5/31	5/16/22	5/31/22	N	10.50	10.50-	000913	5/31/22	0.00
			INV	COMCAST 5/9-6/8	5/30/22	5/31/22	N	71.83	71.83-	000913	5/31/22	0.00
			INV	CONSTANT 5/26/22	5/25/22	5/31/22	N	22.50	22.50-	000913	5/31/22	0.00
			INV	CONSTANT CONTACT	4/25/22	4/30/22	N	22.50	22.50-	000872	4/30/22	0.00
			INV	CS0004542316	5/27/22	5/31/22	N	76.34	76.34-	000913	5/31/22	0.00
			INV	CULL 240721-033122	4/18/22	4/30/22	N	54.00	54.00-	000872	4/30/22	0.00
			INV	CULL24071-043022	5/18/22	5/31/22	N	54.00	54.00-	000913	5/31/22	0.00
			INV	DGEN 48805	4/15/22	4/30/22	N	35.50	35.50-	000872	4/30/22	0.00
			INV	DICK'S 4/25/22	4/26/22	4/30/22	N	14.99	14.99-	000872	4/30/22	0.00
			INV	DICKS040522	4/06/22	4/30/22	N	50.00	50.00-	000872	4/30/22	0.00
			INV	DOL017085	5/09/22	5/31/22	N	30.00	30.00-	000913	5/31/22	0.00
			INV	DOL036638/037680	5/09/22	5/31/22	N	10.00	10.00-	000913	5/31/22	0.00
			INV	DOLLAR TREE 5/19/2	5/19/22	5/31/22	N	10.00	10.00-	000913	5/31/22	0.00
			INV	DOLLAR TREE 5/20	5/23/22	5/31/22	N	18.75	18.75-	000913	5/31/22	0.00
			INV	DSG - 22017	5/10/22	5/31/22	N	18.99	18.99-	000913	5/31/22	0.00
			INV	FER4253227	5/04/22	5/31/22	N	20.00	20.00-	000913	5/31/22	0.00
			INV	FERRELL 1119216710	4/13/22	4/30/22	N	30.00	30.00-	000872	4/30/22	0.00
			INV	FUN EXP 5/10/22	5/12/22	5/31/22	N	264.58	264.58-	000913	5/31/22	0.00
			INV	GLDSTR - 20210440	5/18/22	5/31/22	N	244.50	244.50-	000913	5/31/22	0.00
			INV	GLDSTR - 20210441	5/18/22	5/31/22	N	564.00	564.00-	000913	5/31/22	0.00
			INV	GOLDSTAR 20210459	5/24/22	5/31/22	N	79.40	79.40-	000913	5/31/22	0.00
			INV	GOLDSTAR-20210388	4/22/22	4/30/22	N	280.00	280.00-	000872	4/30/22	0.00
			INV	GOTPRINT-26686559	5/04/22	5/31/22	N	30.53	30.53-	000913	5/31/22	0.00
			INV	H0307-02	4/26/22	4/30/22	N	17.14	17.14-	000872	4/30/22	0.00
			INV	HITEK 9933	4/07/22	4/30/22	N	450.00	450.00-	000872	4/30/22	0.00
			INV	HITEK 9934	4/07/22	4/30/22	N	650.00	650.00-	000872	4/30/22	0.00
			INV	HITEK 9958	5/03/22	5/31/22	N	400.00	400.00-	000913	5/31/22	0.00
			INV	IN00497605	5/25/22	5/31/22	N	310.00	310.00-	000913	5/31/22	0.00
			INV	IN00502670	5/25/22	5/31/22	N	171.50	171.50-	000913	5/31/22	0.00
			INV	IN0052618	5/25/22	5/31/22	N	72.50	72.50-	000913	5/31/22	0.00
			INV	IN427227	4/18/22	4/30/22	N	184.27	184.27-	000872	4/30/22	0.00
			INV	INV 1121242-001	5/19/22	5/31/22	N	11.98	11.98-	000913	5/31/22	0.00
			INV	INV 3303	4/12/22	4/30/22	N	412.00	412.00-	000872	4/30/22	0.00
			INV	INV 3343	4/11/22	4/30/22	N	377.30	377.30-	000872	4/30/22	0.00
			INV	INV 65-61488	5/18/22	5/31/22	N	631.64	631.64-	000913	5/31/22	0.00
			INV	INV 9008607248	5/30/22	5/31/22	N	907.09	907.09-	000913	5/31/22	0.00
			INV	IPASS 4/12/22	4/14/22	4/30/22	N	20.00	20.00-	000872	4/30/22	0.00
			INV	IPASS 5/26/22	5/30/22	5/31/22	N	20.00	20.00-	000913	5/31/22	0.00
			INV	IPASS 5/27/22	5/30/22	5/31/22	N	20.00	20.00-	000913	5/31/22	0.00
			INV	IPASS 5/8/22	5/09/22	5/31/22	N	20.00	20.00-	000913	5/31/22	0.00
			INV	JEW 00015049	5/10/22	5/31/22	N	28.39	28.39-	000913	5/31/22	0.00
			INV	JEWEL042422	4/26/22	4/30/22	N	77.15	77.15-	000872	4/30/22	0.00
			INV	JOANN042122	4/22/22	4/30/22	N	37.26	37.26-	000872	4/30/22	0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-004702	PCARD - FIFTH THIRD BANK										
			** CONTINUED **								
		INV	KAMMES 137012	4/26/22	4/30/22	N	2,208.89	2,208.89-	000872	4/30/22	0.00
		INV	KAMMES 137081	4/26/22	4/30/22	N	95.95	95.95-	000872	4/30/22	0.00
		INV	KAMMES 137100	4/26/22	4/30/22	N	305.09	305.09-	000872	4/30/22	0.00
		INV	KAMMES 137119	4/26/22	4/30/22	N	40.00	40.00-	000872	4/30/22	0.00
		INV	KAMMES 137154	4/26/22	4/30/22	N	39.85	39.85-	000872	4/30/22	0.00
		INV	KAMMES 137179	4/26/22	4/30/22	N	745.25	745.25-	000872	4/30/22	0.00
		INV	LOWES 5/19/22	5/19/22	5/31/22	N	30.54	30.54-	000913	5/31/22	0.00
		INV	LOWES-07590	4/22/22	4/30/22	N	29.98	29.98-	000872	4/30/22	0.00
		INV	LOWES-19860	4/22/22	4/30/22	N	449.00	449.00-	000872	4/30/22	0.00
		INV	LOWES050422	5/05/22	5/31/22	N	19.96	19.96-	000913	5/31/22	0.00
		INV	LOWES052622	5/30/22	5/31/22	N	67.92	67.92-	000913	5/31/22	0.00
		INV	LOWES08616	4/18/22	4/30/22	N	22.48	22.48-	000872	4/30/22	0.00
		INV	MANNY 4/9/22	4/11/22	4/30/22	N	1,000.00	1,000.00-	000872	4/30/22	0.00
		INV	MARBERRY	5/02/22	5/31/22	N	328.60	328.60-	000913	5/31/22	0.00
		INV	MARBERRY 4/1/22	4/05/22	4/30/22	N	212.80	212.80-	000872	4/30/22	0.00
		INV	MAY 11 PIETANZAS	5/12/22	5/31/22	N	53.43	53.43-	000913	5/31/22	0.00
		INV	MEIJER 020328	5/30/22	5/31/22	N	37.56	37.56-	000913	5/31/22	0.00
		INV	MEIJER 198	5/10/22	5/31/22	N	43.11	43.11-	000913	5/31/22	0.00
		INV	MEIJER 7321400461	5/11/22	5/31/22	N	11.97	11.97-	000913	5/31/22	0.00
		INV	MEIJER09546	5/12/22	5/31/22	N	15.96	15.96-	000913	5/31/22	0.00
		INV	MIDWEST 1013	5/13/22	5/31/22	N	2,280.00	2,280.00-	000913	5/31/22	0.00
		INV	MP2-3/23/22	5/09/22	5/31/22	N	164.40	164.40-	000913	5/31/22	0.00
		INV	MX9JK9S41J	4/11/22	4/30/22	N	14.99	14.99-	000872	4/30/22	0.00
		INV	NA	5/23/22	5/31/22	N	79.08	79.08-	000913	5/31/22	0.00
		INV	NEXTIVA 5/22	4/20/22	4/30/22	N	31.99	31.99-	000872	4/30/22	0.00
		INV	NEXTIVA 6/22	5/20/22	5/31/22	N	31.99	31.99-	000913	5/31/22	0.00
		INV	NICOR 4/25/22	5/25/22	5/31/22	N	327.63	327.63-	000913	5/31/22	0.00
		INV	NICOR 5/2/22	5/18/22	5/31/22	N	553.89	553.89-	000913	5/31/22	0.00
		INV	NICOR-CCMG 4/21/22	5/09/22	5/31/22	N	101.90	101.90-	000913	5/31/22	0.00
		INV	NICOR-CCWP 3/24/22	5/11/22	5/31/22	N	190.19	190.19-	000913	5/31/22	0.00
		INV	NICOR-CCWP 4/25/22	5/11/22	5/31/22	N	148.97	148.97-	000913	5/31/22	0.00
		INV	NICOR-CCWP 5/24/22	5/11/22	5/31/22	N	90.90	90.90-	000913	5/31/22	0.00
		INV	NICOR-MB 3/23/22	5/11/22	5/31/22	N	642.45	642.45-	000913	5/31/22	0.00
		INV	NICOR-MB 4/22/22	5/11/22	5/31/22	N	469.68	469.68-	000913	5/31/22	0.00
		INV	NICOR-MB 5/23/22	5/11/22	5/31/22	N	128.67	128.67-	000913	5/31/22	0.00
		INV	NICOR-SRC 3/24/22	5/10/22	5/31/22	N	1,602.50	1,602.50-	000913	5/31/22	0.00
		INV	NSC MEMBERSHP 2022	5/30/22	5/31/22	N	80.00	80.00-	000913	5/31/22	0.00
		INV	O&M 1321D814P115	4/28/22	4/30/22	N	12,417.83	12,417.83-	000872	4/30/22	0.00
		INV	OLE TIME POTTERY	5/27/22	5/31/22	N	15.98	15.98-	000913	5/31/22	0.00
		INV	ORD 0240206	5/12/22	5/31/22	N	450.60	450.60-	000913	5/31/22	0.00
		INV	ORD 0361013	5/20/22	5/31/22	N	212.50	212.50-	000913	5/31/22	0.00
		INV	ORD 0909056	5/09/22	5/31/22	N	9.05	9.05-	000913	5/31/22	0.00
		INV	ORD 1328236	5/16/22	5/31/22	N	69.70	69.70-	000913	5/31/22	0.00
		INV	ORD 1652886479	5/19/22	5/31/22	N	139.22	139.22-	000913	5/31/22	0.00
		INV	ORD 26700768	5/10/22	5/31/22	N	13.26	13.26-	000913	5/31/22	0.00
		INV	ORD 26725978	5/23/22	5/31/22	N	83.74	83.74-	000913	5/31/22	0.00
		INV	ORD 600079773	5/20/22	5/31/22	N	51.10	51.10-	000913	5/31/22	0.00
		INV	ORD 600081123	5/10/22	5/31/22	N	179.12	179.12-	000913	5/31/22	0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	PO	TYPE INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004702 PCARD - FIFTH THIRD BANK										** CONTINUED **
		INV ORD 600086311	5/19/22	5/31/22	N	135.13	135.13-	000913	5/31/22	0.00
		INV ORD 600086319	5/19/22	5/31/22	N	13.35	13.35-	000913	5/31/22	0.00
		INV ORD 78677058	5/16/22	5/31/22	N	330.72	330.72-	000913	5/31/22	0.00
		INV ORD 7982625	5/23/22	5/31/22	N	10.59	10.59-	000913	5/31/22	0.00
		INV ORD 8537013	5/20/22	5/31/22	N	18.78	18.78-	000913	5/31/22	0.00
		INV ORD RSB3587089	5/06/22	5/31/22	N	70.94	70.94-	000913	5/31/22	0.00
		INV ORD.7820240	4/27/22	4/30/22	N	51.98	51.98-	000872	4/30/22	0.00
		INV ORD.9841847	4/25/22	4/30/22	N	25.99	25.99-	000872	4/30/22	0.00
		INV ORDER 7628219	4/12/22	4/30/22	N	950.00	950.00-	000872	4/30/22	0.00
		INV PARTY CITY 5/19/22	5/20/22	5/31/22	N	42.46	42.46-	000913	5/31/22	0.00
		INV PIM22041443	4/18/22	4/30/22	N	536.10	536.10-	000872	4/30/22	0.00
		INV PIZZAHUT034082	5/05/22	5/31/22	N	103.41	103.41-	000913	5/31/22	0.00
		INV PR86320405	5/26/22	5/31/22	N	2,500.00	2,500.00-	000913	5/31/22	0.00
		INV REC#445	4/19/22	4/30/22	N	36.00	36.00-	000872	4/30/22	0.00
		INV RECEIPT	4/22/22	4/30/22	N	143.45	143.45-	000872	4/30/22	0.00
		INV RECEIPT 153640	4/05/22	4/30/22	N	610.00	610.00-	000872	4/30/22	0.00
		INV RECORD 3FMYFSXW	5/12/22	5/31/22	N	805.24	805.24-	000913	5/31/22	0.00
		INV RECORD KLYN6J62	5/12/22	5/31/22	N	805.24	805.24-	000913	5/31/22	0.00
		INV RECORD PWJGP68T	5/12/22	5/31/22	N	190.24	190.24-	000913	5/31/22	0.00
		INV RECORD RK3GFG3P	5/12/22	5/31/22	N	1,420.24	1,420.24-	000913	5/31/22	0.00
		INV REF 034427	4/06/22	4/30/22	N	8.75	8.75-	000872	4/30/22	0.00
		INV REF 605825495280	4/07/22	4/30/22	N	33.11	33.11-	000872	4/30/22	0.00
		INV S005783774.001	5/06/22	5/31/22	N	16.17	16.17-	000913	5/31/22	0.00
		INV SAMS 023041	5/02/22	5/31/22	N	96.86	96.86-	000913	5/31/22	0.00
		INV SAMS 045471	5/18/22	5/31/22	N	142.30	142.30-	000913	5/31/22	0.00
		INV SAMS 050686	5/23/22	5/31/22	N	119.24	119.24-	000913	5/31/22	0.00
		INV SAMS 089094	5/10/22	5/31/22	N	518.10	518.10-	000913	5/31/22	0.00
		INV SAMS 21721124	4/08/22	4/30/22	N	279.82	279.82-	000872	4/30/22	0.00
		INV SAMS 9841547055	4/11/22	4/30/22	N	38.96	38.96-	000872	4/30/22	0.00
		INV SAMS 9843763015	4/14/22	4/30/22	N	28.66	28.66-	000872	4/30/22	0.00
		INV SAMS 9845747398	4/22/22	4/30/22	N	88.66	88.66-	000872	4/30/22	0.00
		INV SAMS 9845921435	4/22/22	4/30/22	N	314.46	314.46-	000872	4/30/22	0.00
		INV SAMS 9852533293	5/12/22	5/31/22	N	67.70	67.70-	000913	5/31/22	0.00
		INV SAMS 9853587560	5/16/22	5/31/22	N	41.28	41.28-	000913	5/31/22	0.00
		INV SAMS 9854893635	5/23/22	5/31/22	N	121.94	121.94-	000913	5/31/22	0.00
		INV SAMS 9857103936	5/30/22	5/31/22	N	891.60	891.60-	000913	5/31/22	0.00
		INV SAMS CLUB 1600	5/23/22	5/31/22	N	53.52	53.52-	000913	5/31/22	0.00
		INV SAMS9843763015	4/14/22	4/30/22	N	338.66	338.66-	000872	4/30/22	0.00
		INV SAMS9849334936	5/02/22	5/31/22	N	401.64	401.64-	000913	5/31/22	0.00
		INV SCW 734494	4/22/22	4/30/22	N	1,104.60	1,104.60-	000872	4/30/22	0.00
		INV SCW 737845	5/20/22	5/31/22	N	276.10	276.10-	000913	5/31/22	0.00
		INV STKR - R611111171	5/27/22	5/31/22	N	71.00	71.00-	000913	5/31/22	0.00
		INV TAP0450672	4/18/22	4/30/22	N	19.95	19.95-	000872	4/30/22	0.00
		INV TAP0452210	4/28/22	4/30/22	N	12.25	12.25-	000872	4/30/22	0.00
		INV TAP0452389	4/29/22	4/30/22	N	12.25	12.25-	000872	4/30/22	0.00
		INV TAP0452927	5/04/22	5/31/22	N	12.25	12.25-	000913	5/31/22	0.00
		INV TAP0452929	5/04/22	5/31/22	N	12.25	12.25-	000913	5/31/22	0.00
		INV TAP0454758	5/18/22	5/31/22	N	12.25	12.25-	000913	5/31/22	0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK ** CONTINUED **										
		INV	TAP0456246	5/27/22	5/31/22	N	19.95	19.95-	000913	5/31/22	0.00
		INV	TARGET05092022	5/10/22	5/31/22	N	50.00	50.00-	000913	5/31/22	0.00
		INV	VERIZON INV 990589	5/30/22	5/31/22	N	1,080.48	1,080.48-	000913	5/31/22	0.00
		INV	VISTA-VP_SLNLTQT9	5/04/22	5/31/22	N	79.30	79.30-	000913	5/31/22	0.00
		INV	WAL08443	5/04/22	5/31/22	N	60.55	60.55-	000913	5/31/22	0.00
		INV	WAL09865	5/12/22	5/31/22	N	23.46	23.46-	000913	5/31/22	0.00
		INV	WALMART 01553	5/10/22	5/31/22	N	30.27	30.27-	000913	5/31/22	0.00
		INV	WALMART 4/1/22	4/04/22	4/30/22	N	170.42	170.42-	000872	4/30/22	0.00
		INV	WALMART052822	5/30/22	5/31/22	N	9.00	9.00-	000913	5/31/22	0.00
		INV	WARE5219480	5/05/22	5/31/22	N	517.68	517.68-	000913	5/31/22	0.00
		INV	WARE5219509	5/05/22	5/31/22	N	44.35	44.35-	000913	5/31/22	0.00
		INV	WLG - #03993	5/10/22	5/31/22	N	87.88	87.88-	000913	5/31/22	0.00
		INV	WM 051847	5/30/22	5/31/22	N	76.08	76.08-	000913	5/31/22	0.00
		INV	WM7RFB9DJTHSX	4/25/22	4/30/22	N	37.64	37.64-	000872	4/30/22	0.00
		INV	WMART 250905	4/12/22	4/30/22	N	53.30	53.30-	000872	4/30/22	0.00
		INV	WMART 3649506	4/05/22	4/30/22	N	58.60	58.60-	000872	4/30/22	0.00
		INV	ZOOM 147138728	5/09/22	5/31/22	N	599.60	599.60-	000913	5/31/22	0.00
			** TOTALS **				129,571.62	129,571.62-			0.00
01-004715	CHRIS PAINTING & REMODELI										
	22-43269	INV	2133	5/15/22	5/27/22	N	10,900.00	10,900.00-	105805	5/27/22	0.00
			** TOTALS **				10,900.00	10,900.00-			0.00
01-004716	GATLIN PLUMBING & HEATING,										
	22-43424	INV	86220	3/29/22	5/13/22	N	872.52	872.52-	105741	5/13/22	0.00
	22-43425	INV	86222	4/01/22	5/13/22	N	1,346.50	1,346.50-	105741	5/13/22	0.00
	22-43448	INV	86461	4/29/22	5/13/22	N	610.00	610.00-	105741	5/13/22	0.00
	22-43505	INV	86549	4/27/22	5/27/22	N	2,770.00	2,770.00-	105810	5/27/22	0.00
	22-43504	INV	86550	5/05/22	5/27/22	N	520.00	520.00-	105810	5/27/22	0.00
			** TOTALS **				6,119.02	6,119.02-			0.00
01-004717	HERSHEY'S ICE CREAM										
	22-43413	INV	INVE0017724058	4/29/22	5/13/22	N	200.16	200.16-	105744	5/13/22	0.00
			** TOTALS **				200.16	200.16-			0.00
01-004720	VERNON J. GORMAN										
		INV	OFFICIAL 5/16	5/16/22	5/27/22	Y	120.00	120.00-	105811	5/27/22	0.00
			** TOTALS **				120.00	120.00-			0.00
01-004723	RWB UNDERGROUND										
	22-43392	INV	1020	4/29/22	5/06/22	N	1,800.00	1,800.00-	105709	5/06/22	0.00
			** TOTALS **				1,800.00	1,800.00-			0.00
01-004724	CHICO MACK SPORTS LLC										
	22-43453	INV	#1	5/04/22	5/13/22	Y	2,565.00	2,565.00-	105740	5/13/22	0.00
			** TOTALS **				2,565.00	2,565.00-			0.00
01-004725	PAUL JOSEPH GEDVILAS										

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---	
01-004725	PAUL JOSEPH GEDVILAS      ** CONTINUED **											
		INV OFFICIAL	4/25	4/25/22	5/13/22	Y	60.00	60.00-	105742	5/13/22	0.00	
		** TOTALS **					60.00	60.00-				0.00
01-004726	ROBERT NAGEL											
	22-43438	INV	4/30-5/1	5/04/22	5/06/22	N	490.00	490.00-	105703	5/06/22	0.00	
		** TOTALS **					490.00	490.00-				0.00
01-004727	MATTHEW NAGEL											
	22-43437	INV	4/30-5/1	5/04/22	5/06/22	N	480.00	480.00-	105702	5/06/22	0.00	
		** TOTALS **					480.00	480.00-				0.00
01-004730	TOMMY ADAMIEC											
	22-43452	INV	4/30-5/1-2	5/09/22	5/13/22	N	500.00	500.00-	105736	5/13/22	0.00	
		** TOTALS **					500.00	500.00-				0.00
01-004731	MICHAEL J. OCHS											
		INV OFFICIAL	5/2	5/02/22	5/13/22	Y	60.00	60.00-	105751	5/13/22	0.00	
		INV OFFICIALS	5/9	5/09/22	5/27/22	Y	60.00	60.00-	105817	5/27/22	0.00	
		** TOTALS **					120.00	120.00-				0.00
01-1	MISC VENDOR (REFUNDS ONLY)											
		INV REC#	2010113.008	5/02/22	5/06/22	N	400.00	400.00-	105713	5/06/22	0.00	
		INV REC#	2010174.008	5/11/22	5/20/22	N	125.00	125.00-	105773	5/20/22	0.00	
		INV REC#	2010194.008	5/13/22	5/20/22	N	58.00	58.00-	105775	5/20/22	0.00	
		INV REC#	2010213.008	5/23/22	5/27/22	N	128.00	128.00-	105801	5/27/22	0.00	
		INV REC#	2010748.007	5/04/22	5/13/22	N	145.16	145.16-	105760	5/13/22	0.00	
		INV REC#	2010766.007	5/10/22	5/13/22	N	200.00	200.00-	105756	5/13/22	0.00	
		INV REC#	2010805.007	5/24/22	5/27/22	N	94.00	94.00-	105807	5/27/22	0.00	
		INV REFUND	5/6	5/03/22	5/06/22	N	119.00	119.00-	105704	5/06/22	0.00	
		** TOTALS **					1,269.16	1,269.16-				0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	373,660.23	373,660.23CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	373,660.23	373,660.23CR	0.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

\*\* PRE-PAID INVOICES \*\*

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

R E P O R T   T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	373,660.23	373,660.23CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOIDED ITEMS	0.00	0.00	0.00
<b>** TOTALS **</b>	<b>373,660.23</b>	<b>373,660.23CR</b>	<b>0.00</b>

U N P A I D   R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
<b>** UNPAID TOTALS **</b>	<b>0.00</b>

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 204000	DUE TO VILLAGE OF CAROL STREAM	47.00
10 209000	DUE TO CS PARKS FOUNDATION	2.00
10 209100	D/T CSP FOUNDATION-BIKE CLUB	27.78
10 217000	SECTION 125	701.98
10 5-00-00-534	PHYSICAL/DRUG TESTING	77.00
10 5-00-00-550	AUDITING SERVICES	2,000.00
10 5-00-00-558	SECURITY SERVICES	1,063.33
10 5-00-00-565	BACKGROUND CHECKS-EMPLOYEES	313.50
10 5-00-00-566	BACKGROUND CHECKS-NON-EMPLOYEE	85.50
10 5-00-00-610	PDRMA PROPERTY	3,539.90
10 5-00-00-611	PDRMA LIABILITY	1,725.79
10 5-00-00-612	PDRMA EMPLOYMENT	599.45
10 5-00-00-613	PDRMA POLLUTION	105.09
10 5-00-00-614	PDRMA WORKMENS COMP	3,597.78
10 5-00-00-617	CYBER LIABILITY COVERAGE	276.10
10 5-00-00-651	MINOR EQUIPMENT-SAFETY	334.99
10 5-10-00-511	FULL-TIME LABOR	3,010.00
10 5-10-00-540	SECTION 125 PLAN	50.00

A C C O U N T S P A Y A B L E  
O P E N I T E M R E P O R T  
S U M M A R Y

## \*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-10-00-546	TELEPHONE	352.23
10 5-10-00-556	MAINTENANCE CONTRACTS	4,349.65
10 5-10-00-559	TRAINING/SEMINARS	1,610.48
10 5-10-00-560	MEETINGS	119.25
10 5-10-00-590	OTHER SERVICES	248.05
10 5-10-00-620	STAFF INCENTIVE	304.73
10 5-10-00-647	MINOR EQUIPMENT-SAFETY	36.00
10 5-10-00-648	MINOR EQUIPMENT-TECHNOLOGY	950.00
10 5-10-00-651	MINOR EQUIPMENT	204.83
10 5-10-00-652	OFFICE SUPPLIES	686.31
10 5-10-00-668	COMMISSIONER EXPENSE	989.33
10 5-10-00-669	POSTAGE	800.00
10 5-10-00-690	DEPARTMENT SUPPLIES	22.97
10 5-12-00-546	TELEPHONE	89.88
10 5-12-00-570	CONTRACTUAL SERVICES	150.00
10 5-12-00-590	OTHER SERVICES	400.64
10 5-12-00-651	MINOR EQUIPMENT	4.39CR
10 5-15-00-546	TELEPHONE	354.13
10 5-15-00-547-083	ELECTRIC-ARMSTRONG PARK NORTH	106.79
10 5-15-00-547-085	ELECTRIC-ARMSTRONG PARK SOUTH	346.51
10 5-15-00-547-086	ELECTRIC-BIERMAN	24.49
10 5-15-00-547-089	ELECTRIC-HAMPE	78.32
10 5-15-00-547-093	ELECTRIC-MEMORIAL PARK	18.48
10 5-15-00-547-094	ELECTRIC-POND AERATORS	22.81
10 5-15-00-547-095	ELECTRIC-RED HAWK	208.22
10 5-15-00-547-096	ELECTRIC-SLEPICKA	28.74
10 5-15-00-547-097	ELECTRIC-UNDERPASS IL64	45.87
10 5-15-00-547-098	ELECTRIC-CAROLSHIRE PARK	31.12
10 5-15-00-548	REFUSE	1,556.26
10 5-15-00-556-045	MAINT CONTRACTS-BASEBALL FIELD	100.00
10 5-15-00-556-048	MAINT CONTRACTS-LANDSCAPE	8,396.86
10 5-15-00-559	TRAINING/SEMINARS	805.24
10 5-15-00-560	MEETINGS	193.47
10 5-15-00-562	REPAIR SERVICES	2,933.96
10 5-15-00-651	MINOR EQUIPMENT	124.85
10 5-15-00-652	OFFICE SUPPLIES	9.05
10 5-15-00-653	HORTICULTURAL SUPPLIES	2,890.00
10 5-15-00-656	JANITORIAL SUPPLIES	376.22
10 5-15-00-657	CLOTHING SUPPLIES	865.64
10 5-15-00-659	VEHICLE FUELS	1,302.84
10 5-15-00-660	PLAYGROUND MATERIAL/MAINT	93.24
10 5-15-00-660-058	PLAYGROUND MAINT-VANDALISM	469.00
10 5-15-00-662-047	ATHLETIC FIELD MAINT-SOCCER	2,337.50
10 5-15-00-663	VEHICLE REPAIRS	7,790.60
10 5-15-00-664	REPAIR/MAINT MATERIALS	1,323.53
10 5-15-00-664-058	REPAIR/MAINT MAT-VANDALISM	411.75
10 5-28-00-544	GAS	1,839.15

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-28-00-545	WATER/SEWER	31.95
10 5-28-00-546	TELEPHONE/INTERNET	1,318.07
10 5-28-00-547	ELECTRIC	345.58
10 5-28-00-548	REFUSE	118.20
10 5-28-00-562	REPAIR SERVICES	872.52
10 5-28-00-651	MINOR EQUIPMENT FACILITY	29.98
10 5-28-00-664	REPAIR/MAINT SUPPLIES	100.92
10 5-62-00-546	TELEPHONE	133.14
	** FUND TOTAL **	66,902.15
12 5-00-00-723	FOUNTAIN VIEW REC CENTER	850.00
	** FUND TOTAL **	850.00
20 116000	PETTY CASH - WATER PARK	300.00
20 205000	REGISTRATION CLIENT PAYABLE	1,269.16
20 206136	D/T EC/PRESCHOOL FUNDRAISER	2,178.85
20 206221	D/T DANCE COMPANY FUNDRAISER	112.31
20 206222	D/T DANCE FUNDRAISER	161.67
20 206735	D/T SWIM TEAM VAC FUNDRAISER	280.66
20 206902	D/T GYMNAST SPRINGER FUNDRAISE	563.65
20 207060	D/T PGM MERCH SALES TAX	155.57
20 207065	D/T CCMG SALES TAX	2.64
20 207991	D/T MCCASLIN CONC SALES TAX	1,140.85
20 207993	D/T SRC CONC SALES TAX	31.65
20 4-14-00-481-991	RECOVERY OF COST-MCCAS CONCES	19.85CR
20 4-14-00-481-993	RECOVERY OF COST-SRC CONCESSIO	0.65CR
20 4-60-00-481	RECOVERY OF COST-RECREATION	2.57CR
20 4-60-00-481-665	RECOVERY OF COST-CCMG	0.36
20 4-60-23-472-221	MERCH RESALE-DANCE COMPANY (FO	9.00
20 5-12-00-553	ADVERTISING PRINT	2,747.29
20 5-12-00-554	ADVERTISING DIGITAL	17.85
20 5-12-00-592	PROGRAM SUPPLIES	398.71
20 5-12-00-651	MINOR EQUIPMENT	692.28
20 5-12-00-690	DEPARTMENT SUPPLIES	212.50
20 5-13-00-543	CABLE	477.52
20 5-13-00-544	GAS	2,505.30
20 5-13-00-545	WATER/SEWER	2,156.30
20 5-13-00-546	TELEPHONE/INTERNET	1,904.46
20 5-13-00-547	ELECTRIC	11,944.04
20 5-13-00-548	REFUSE	1,135.06
20 5-13-00-556	MAINTENANCE CONTRACTS	907.79
20 5-13-00-556-048	MAINT CONTRACTS-LANDSCAPE	694.29
20 5-13-00-562	REPAIR SERVICES	9,030.32
20 5-13-00-651	MINOR EQUIPMENT FACILITY	1,309.73
20 5-13-00-652	OFFICE SUPPLIES	16.23
20 5-13-00-654	CHEMICALS-POOL	3,517.96
20 5-13-00-656	JANITORIAL SUPPLIES	2,552.34

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-13-00-664	REPAIR & MAINT SUPPLIES	1,821.28
20 5-14-00-544-991	GAS - MCCASLIN CONCESSIONS	50.00
20 5-14-00-546	TELEPHONE	468.76
20 5-14-00-548-991	REFUSE-MCCASLIN CONCESSIONS	398.68
20 5-14-00-556	MAINTENANCE CONTRACTS	175.00
20 5-14-00-559	TRAINING	115.14
20 5-14-00-562-991	REPAIR SRVS-MCCASLIN CONCESSIONS	1,010.00
20 5-14-00-640-991	DRY GOODS SUPPLIES-MCCASLIN	368.21
20 5-14-00-642-991	MCCAS-PERISHABLE FOOD SUPPLIES	5,149.05
20 5-14-00-643-991	MCCAS-NON-ALCOH BEV SUPPLIES	1,212.57
20 5-14-00-644-991	MCCAS-ALCOHOLIC BEV SUPPLIES	5,071.05
20 5-14-00-651-991	MINOR EQMT FAC-MCCASLIN CONC	336.02
20 5-14-00-656-991	JANITORIAL SUPP-MCCASLIN CONC	54.50
20 5-14-00-657	CLOTHING - CONCESSIONS	79.40
20 5-14-00-690-991	DEPT SUPPLIES MCCAS CONCESSION	3.29CR
20 5-15-00-546	TELEPHONE	50.70
20 5-23-00-543	CABLE	21.00
20 5-23-00-544	GAS	3,893.49
20 5-23-00-545	WATER/SEWER	21.39
20 5-23-00-546	TELEPHONE/INTERNET	2,237.37
20 5-23-00-547	ELECTRIC	2,304.88
20 5-23-00-548	REFUSE	1,009.70
20 5-23-00-556	MAINTENANCE CONTRACTS	300.00
20 5-23-00-556-048	MAINT CONTRACTS-LANDSCAPE	201.43
20 5-23-00-562	REPAIR SERVICES	3,640.66
20 5-23-00-651	MINOR EQUIPMENT FACILITY	244.34
20 5-23-00-656	JANITORIAL SUPPLIES	857.06
20 5-23-00-664	REPAIR & MAINT. SUPPLIES	911.89
20 5-24-00-544	GAS	669.93
20 5-24-00-545-087	WATER/SEWER-CORAL COVE	192.46
20 5-24-00-547	ELECTRIC	284.87
20 5-24-00-556	MAINTENANCE CONTRACTS	6,057.07
20 5-24-00-556-048	MAINT CONTRACTS-LANDSCAPE	201.42
20 5-24-00-562	REPAIR SERVICES	4,638.00
20 5-24-00-651	MINOR EQUIPMENT FACILITY	5,091.92
20 5-24-00-654	CHEMICALS - POOL	2,584.17
20 5-24-00-656	JANITORIAL SUPPLIES	682.55
20 5-24-00-664	REPAIR & MAINT. SUPPLIES	809.71
20 5-26-00-544	GAS	135.15
20 5-26-00-547	ELECTRIC	135.15
20 5-26-00-556	MAINTENANCE CONTRACTS	524.70
20 5-27-00-544	GAS	690.72
20 5-27-00-545	WATER/SEWER	2.27
20 5-27-00-547	ELECTRIC	164.40
20 5-27-00-556	MAINTENANCE CONTRACTS	310.00
20 5-60-00-500	RECREATION GENERAL EXPENSE	0.00
20 5-60-00-521	PART-TIME LABOR	7,475.50

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-60-00-546	TELEPHONE	498.18
20 5-60-00-553	PRINTING-RECREATION	13.26
20 5-60-00-553-695	PRINTING-REC ADVERTISING	1,703.58
20 5-60-00-559	TRAINING/SEMINAR	805.24
20 5-60-00-592-622	PGM SUP - LOCAL EVENTS	22.48
20 5-60-00-592-642	RENTAL FVRC SUPPLIES	186.79
20 5-60-00-592-644	RENTAL PARK/SHELTER SUPPLIES	22.07
20 5-60-00-592-665	PGM SUP - CCMG SPECIAL EVENTS	38.49
20 5-60-00-593-665	CONCESSION SUPPLIES - CCMG	678.90
20 5-60-00-595-641	FIELD RENTALS SERVICES	1,256.00
20 5-60-00-595-642	RENTAL FVRC SERVICES	541.40
20 5-60-00-649-665	MINOR EQUIPMENT PROGRAMS	998.95
20 5-60-00-651	MINOR EQUIPMENT	59.92
20 5-60-00-651-641	MINOR EQMT RENTAL FIELDS	308.45
20 5-60-00-667	AUTO REIMBURSEMENT	80.00
20 5-60-00-690	DEPARTMENT SUPPLIES	35.99
20 5-60-00-690-665	DEPARTMENT SUPPLIES	164.07
20 5-60-16-592-135	PGM SUP - PRESCHOOL	544.37
20 5-60-17-592-145	PGM SUP - E C CAMPS	56.71
20 5-60-20-592-203	PGM SUP - YOUTH B-DAY PARTIES	358.86
20 5-60-21-595-205	PGM SRV - SPECIAL INTEREST	728.00
20 5-60-23-592-215	PGM SUP - YOUTH THEATRE	75.96
20 5-60-23-592-217	PGM SUP-YTH PERFORMING ARTS	35.73
20 5-60-23-592-221	PGM SUP-DANCE COMPANY (FORTE)	9.99
20 5-60-23-592-224	PGM SUP - DANCE RECITAL	77.31
20 5-60-23-594-221	MERCH RESALE SUP-DANCE COMPANY	49.95CR
20 5-60-23-594-224	MERCH RESALE SUP-DANCE RECITAL	723.14
20 5-60-23-595-221	PGM SRV-DANCE COMPANY (FORTE)	14.99
20 5-60-23-595-224	PGM SRV - DANCE RECITAL	14.99
20 5-60-27-592-235	PGM SUP-AWESOME ADVENTURE CAMP	296.30
20 5-60-27-595-235	PGM SRV-AWESOME ADVENTURE CAMP	2,972.00
20 5-60-27-665-235	SAFETY SUPPLIES-AWS ADVEN CAMP	172.85
20 5-60-28-592-237	PGM SUP - YOUTH VOLLEYBALL	659.49
20 5-60-28-592-260	PGM SUP - YOUTH BASKETBALL	17.14
20 5-60-28-592-270	PGM SUP - YTH FALL SOCCER	56.00
20 5-60-28-592-272	PGM SUP - YTH SPRING SOCCER	1,346.00
20 5-60-28-592-860	PGM SUP-YTH BB/SB LEAGUES	18,772.71
20 5-60-28-595-237	PGM SRV - YOUTH VOLLEYBALL	675.00
20 5-60-28-595-255	PGM SRV - YOUTH SPORTS CAMP	3,414.00
20 5-60-28-595-272	PGM SRV - YTH SPRING SOCCER	442.00
20 5-60-28-595-860	PGM SRV-YTH BB/SB LEAGUES	3,638.56
20 5-60-28-665-860	SAFETY SUPPLIES-YTH BB/SB LGES	211.44
20 5-60-29-546-290	TELEPHONE-YTH B/A SCHOOL	649.41
20 5-60-29-592-290	PGM SUP - YOUTH B/A SCHOOL	674.18
20 5-60-29-592-298	PGM SUP - YTH KDS CARE DAY OFF	50.97
20 5-60-37-592-327	PGM SUP - MS AFTER HOURS	83.74
20 5-60-48-592-434	PGM SUP - ADULT SB TOURNAMENTS	1,015.00

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-60-48-592-435	PGM SUP - ADULT SOFTBALL	2,918.00
20 5-60-48-592-440	PGM SUP - ADULT SPORTS LEAGUES	340.93
20 5-60-48-595-434	PGM SRV - ADULT SB TOURNAMENTS	4,975.00
20 5-60-48-595-435	PGM SRV - ADULT SOFTBALL	2,597.00
20 5-60-48-595-440	PGM SRV - ADULT SPORTS LEAGUES	2,133.50
20 5-60-54-592-515	PGM SUP-FOREVER YNG SPEC EVENT	23.98
20 5-60-55-595-520	PGM SRV-FOREVER YNG DAY TRIPS	940.50
20 5-60-55-595-525	PGM SRV-FOREVER YNG OVRNT TRIP	2,550.00
20 5-60-60-592-699	PGM SUP - REC ATTENDANTS	264.12
20 5-60-61-595-680	PGM SRV-SPORTS INSTRUCTIONAL	3,748.50
20 5-60-64-592-610	PGM SUP - FAMILY SPECIAL EVENT	1,872.79
20 5-60-64-595-610	PGM SRV - FAMILY SPECIAL EVENT	1,000.00
20 5-60-68-592-655	PGM SUP-ATHLETIC SPECIAL EVENT	287.59
20 5-60-70-649-750	MINOR EQUIPMENT-GENERAL SWIM	207.88
20 5-60-70-652-750	OFFICE SUPPLIES-CCWP	59.79
20 5-60-70-665-700	SAFETY SUPPLIES - FVRC POOL	39.96
20 5-60-70-665-750	SAFETY SUPPLIES - CCWP	157.89
20 5-60-71-592-707	PGM SUP-INSTR/COORD SWIM LESSO	280.00
20 5-60-80-543-800	CABLE - FITNESS CENTER	716.28
20 5-60-80-561-800	MEMBERSHIP DUES - FITNESS	80.00
20 5-60-80-592-800	PGM SUP-FITNESS CENTR-MEM/PASS	1,121.50
20 5-60-80-649-800	MINOR EQUIPMENT-FITNESS	129.99
20 5-60-80-657-800	CLOTHING-FITNESS CENTER	808.50
20 5-60-80-671-800	PROMOTION SUPPLIES-FITNESS	657.22
20 5-60-91-592-905	PGM SUP - GYMNAS TIC INSTRUCTNL	381.99
20 5-60-91-665-905	SAFETY SUPPLIES-GYMNAST INSTRC	63.05
20 5-60-98-592-901	PGM SUP - GYMNAS TIC TEAM	18.22
20 5-60-98-595-901	PGM SRV - GYMNAS TIC TEAM	95.30
20 5-64-00-545	WATER/SEWER-MCCAS FIELDS	8.20
20 5-64-00-547	ELECTRIC-MCCASLIN FIELDS	1,197.64
20 5-64-00-548	REFUSE-MCCASLIN FIELDS	295.50
20 5-64-00-556	MAINTENANCE CONTRACTS	2,745.00
20 5-64-00-562	REPAIR SERVICES	850.00
20 5-64-00-656	JANITORIAL SUPPLIES	245.70
20 5-64-00-664	REPAIR/MAINT MATERIALS	179.23
20 5-65-00-544	GAS	220.89
20 5-65-00-546	TELEPHONE/INTERNET	468.76
20 5-65-00-547	ELECTRIC	228.12
20 5-65-00-548	REFUSE	265.80
20 5-65-00-556	MAINTENANCE CONTRACTS	350.00
20 5-65-00-556-048	MAINT CONTRACTS-LANDSCAPE	981.43
20 5-65-00-562	REPAIR SERVICES	72.50
20 5-65-00-568	PERMITS/LICENSES	237.75
20 5-65-00-650	EQUIPMENT RENTAL	108.00
20 5-65-00-651	MINOR EQUIPMENT FACILITY	1,116.34
20 5-65-00-656	JANITORIAL SUPPLIES	125.92
20 5-65-00-664	REPAIR & MAINT SUPPLIES	464.71
	** FUND TOTAL **	194,835.17

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

\*G/L EXPENSE DISTRIBUTION\*

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
25 5-00-00-549	PORT-O-LETS	3,357.62
25 5-00-00-575	INCLUSION COSTS	15,999.60
25 5-00-00-605	DONATIONS	900.00
25 5-00-00-765	ADA PARK IMPROVEMENTS	30,332.81
	** FUND TOTAL **	50,590.03
34 5-00-00-713	TECHNOLOGY	2,975.85
	** FUND TOTAL **	2,975.85
42 5-00-00-752	SIMKUS RECREATION CENTER	4,617.00
42 5-00-00-758	COYOTE CROSSING MINI GOLF	12,417.83
42 5-75-00-722	COMMUNITY PARK	10,000.00
42 5-75-00-753	CORAL COVE WATER PARK	21,868.63
42 5-75-00-762	PARKS/PLAYGROUNDS	8,603.57
	** FUND TOTAL **	57,507.03
 -----		
	** TOTAL **	373,660.23

A C C O U N T S   P A Y A B L E  
O P E N   I T E M   R E P O R T  
S U M M A R Y

\*DEPARTMENT TOTALS\*

DEPARTMENT	DEPARTMENT NAME	AMOUNT
10	NON-DEPARTMENTAL	778.76
10 00	ANCILLARY FUNDS	13,718.43
10 10	FINANCE/ADMINISTRATION	13,733.83
10 12	MARKETING/COMMUNICATION	636.13
10 15	PARKS	33,245.49
10 28	MAINTENANCE FACILITY	4,656.37
10 62	REGISTRATION SERVICES	133.14
	** FUND TOTAL **	66,902.15
12 00	REC REPAIR & REPLACEMENT	850.00
	** FUND TOTAL **	850.00
20	NON-DEPARTMENTAL	6,197.01
20 12	MARKETING/COMMUNICATION	4,068.63
20 13	FOUNTAIN VIEW REC CENTER	39,972.62
20 14	CONCESSIONS	14,464.59
20 15	FACILITIES	50.70
20 23	SIMKUS FACILITY	15,643.21
20 24	CORAL COVE	21,212.10
20 26	EVERGREEN GYM FACILITY	795.00
20 27	ELK TRAIL FACILITY	1,167.39
20 60	RECREATION	81,102.43
20 64	MCCASLIN FIELDS	5,521.27
20 65	MINIATURE GOLF	4,640.22
	** FUND TOTAL **	194,835.17
25 00	SPECIAL RECREATION	50,590.03
	** FUND TOTAL **	50,590.03
34 00	CAPITAL PROJECTS	2,975.85
	** FUND TOTAL **	2,975.85
42 00	CAPITAL PROJECTS	17,034.83
42 75	2021 CAPITAL IMPROVEMENTS	40,472.20
	** FUND TOTAL **	57,507.03
-----		
	** TOTAL **	373,660.23

0 ERRORS  
0 WARNINGS

SELECTION CRITERIA

-----

VENDOR SET: ALL  
 VENDOR: THRU ZZZZZZ  
 VENDOR CLASS: ALL  
 BANK CODES: Include: APBNK  
 1099 BOX: All  
 COMMENT CODES: All  
 HOLD STATUS: Both  
 AP BALANCE AS OF: 0/00/0000  
 ADVANCED SELECTION: YES

-----

ITEM SELECTION: PAID ITEMS  
 FUNDS: All  
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZZZ  
 ITEM AMOUNT: 999,999,999.00CR THRU 999,999,999.00

-----

PRINT OPTIONS:

SEQUENCE: VENDOR NUMBER  
 REPORT TYPE: SUMMARY  
 SORT TRANSACTIONS BY DATE: NO  
 G/L ACCOUNTS/PROJECTS: YES  
 ONE VENDOR PER PAGE: NO  
 ONE DEPARTMENT PER PAGE: NO  
 PRINT STUB COMMENTS: NO  
 PRINT COMMENT CODES: None  
 PRINT W/ PO ONLY: NO

-----

DATE SELECTION:

PAYMENT DATE: 4/30/2022 THRU 5/31/2022  
 ITEM DATE: 0/00/0000 THRU 99/99/9999  
 POSTING DATE: 0/00/0000 THRU 99/99/9999

-----

**To:** Board of Commissioners  
**From:** Sue Rini, Deputy Director  
**Date:** June 13, 2022  
**Discussion:** Post Bond Issuance -  
Annual Tax Compliance Report

**Agenda Item # 5C**

---

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the “*Policy*”) adopted by the Board of Park Commissioners (the “*Board*”) of the Carol Stream Park District, DuPage County, Illinois (the “*District*”), on November 10, 2014, I have prepared a report reviewing the District’s contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the District has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the District’s compliance with such covenants and expectations.

- (a) **Records.** I have in my possession all of the records required under the Policy.
- (b) **Arbitrage Rebate Liability.** I have reviewed the agreements of the District with respect to each issue of the Tax Advantaged Obligations. At this time, the District does not have any rebate liability to the U.S. Treasury.
- (c) **Contract Review.** I have reviewed copies of all contracts and agreements of the District, including any leases, with respect to the use of any property owned by the District and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.
- (d) **IRS Examinations or Inquiries.** The Internal Revenue Service (the “*IRS*”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the District is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the District.

Respectfully submitted this 13th day of June, 2022.

By \_\_\_\_\_  
Susan Rini, Compliance Officer

\* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \* \_ \*

**Attachment** – a sample checklist is attached. A formal checklist has been completed and will be kept on file along with this report for these outstanding issues:

- General Obligation Taxable Capital Appreciation Bonds of 2011A
- General Obligation Refunding Park Bonds of 2016
- General Obligation Limited Tax Refunding Park Bonds 2020A
- Taxable General Obligation Limited Tax Refunding Park Bonds 2020B
- General Obligation Refunding Park Bonds Series 2020C
- Taxable General Obligation Refunding Park Bonds Series 2020D
- Taxable General Obligation Limited Tax Park Bonds Series 2021A
- Taxable General Obligation Refunding Park Bonds Series 2021B

**To:** Board of Commissioners

**From:** Sue Rini, Deputy Director

**Date:** June 13, 2022

**Approval:** Extension of 2017-2022 Strategic Plan to December 31, 2023

**Agenda Item # 5D**

---

### Issue

Should the Board approve an extension of the 2017-2022 Strategic Plan to December 31, 2023 to address items that were delayed by the pandemic, and be cognizant of the potential for a change in the elected Board.

### Background/Reasoning

The District's Strategic Plan was written to guide us from 2017 through 2022. Progress on the Strategic Plan goals and objectives were significantly slowed, and in some cases put on hold for eighteen months as we went into preservation mode during the COVID 19 pandemic.

The Park Board will be faced with five open positions in spring of 2023. Extending the current Strategic Plan to the end of 2023 will allow input from the potential change in elected officials.

Extending the plan through 2023 will also allow staff and Board to better evaluate how the parks and recreation industry may change in a post pandemic environment.

### Supporting Documents

First Quarter 2022 – Strategic Plan Progress Report

### Cost

None

### Public/Customer Impact

Reflects thoughtful evaluation for the future direction of the District and its leadership.

### Recommendation

That the Board make a motion to extend the 2017-2022 Strategic Plan to December 31, 2023 to address items that were delayed by the pandemic, and be cognizant of the potential for a change in the elected board.

**This is your  
Park District.**



**Strategic Plan  
2018-2022**

*Ethical, Innovative, Passionate, Transparent...Fun!*



## Strategic Initiatives

1. **Highest Quality of Financial Stewardship** - Prioritize use of resources in all aspects of our operation and align the District to address economic/legislative actions, optimize alternative revenue sources, capitalize on partnerships, and pursue funding options.
2. **Highest Quality Parks & Amenities** – Provide high quality parks and amenities and provide for their upkeep, maintenance and replacement.
3. **Highest Quality Facilities** – Fund and support a maintenance schedule that provides high quality facilities with updated equipment and optimized LEED functionality.
4. **Highest Quality Recreation Programs & Services** – Provide high quality service and offer a diverse range of high quality recreational programs and opportunities for the entire community, while coordinating the best use of facilities and space.
5. **Highest Quality Staff & Team** – Foster a work environment that encourages collaborative teamwork, develops, retains and motivates quality park and recreation professionals.

<u>Key</u>	<u>Status</u>
Short Term = ST	Ongoing = O
Long Term = LT	Completed = C

	Goal	Department	Status	Objective	Notes
ST1	Review District’s Fees, Services & Charges policy  *Includes Rentals/ picnic shelters/gyms/fields			Conduct a review of all of the fees and charges to align with the competing markets	<ul style="list-style-type: none"> <li>✓ Project has been assigned to Superintendent of Recreation.</li> <li>✓ All fees and charges for programs are being analyzed.</li> </ul>
			C	Not sufficient difference in costs for residents vs. non-residents	<ul style="list-style-type: none"> <li>✓ Programs follow Board approved pricing policy.</li> <li>✓ Rentals restructured fees to one rate whether resident or non-resident.</li> </ul>
			C	Analyze and determine appropriate cost differentials for residents vs. non-residents	<ul style="list-style-type: none"> <li>✓ Analysis concluded that rentals should be priced the same for residents and non-residents. Programming will continue to have a cost differential.</li> </ul>
				Review Fountain View Fitness Costs and pricing model	<ul style="list-style-type: none"> <li>✓ Task Force reviewing and analyzing Fitness pricing policy again; post pandemic.</li> <li>✓ Corporate fee structure proposed.</li> </ul>
			C	Compare costs to competitors	<ul style="list-style-type: none"> <li>✓ Research local fitness club pricing, amenities and additional charges.</li> <li>✓ RB: This duplicates the first objective. Not just fitness; is this all programs and services?</li> </ul>
			C	Explore sponsors to support/reduce cost to customers	<ul style="list-style-type: none"> <li>✓ Sponsorship goals are set annually with specific revenue expectations to support/reduce costs to customers. This has become an established practice.</li> </ul>
ST2	Improve communication and education of financial performance among staff for		C	Develop staff education series and make available on employee portal	<ul style="list-style-type: none"> <li>✓ Created ‘TAX LEVY &amp; Bond Basics’ program for Employee Portal.</li> <li>✓ Created Financial Basics – Where we</li> </ul>

	Goal	Department	Status	Objective	Notes
	better accountability and budget management				are and How We Got There' Power Point Presentation for Employee Portal. <ul style="list-style-type: none"> <li>✓ Created "Public Finance for Recreation Professionals" presentation for Employee Portal.</li> </ul>
C			Hold regular meetings to educate/inform staff of financial performance	<ul style="list-style-type: none"> <li>✓ Financial overview given by Director of Finance at All Staff meeting October 4, 2018</li> <li>✓ Financial overview given by Director of Finance at All Staff meeting September 11, 2020</li> <li>✓ Financial overview given by Director of Finance at All Staff meeting on May 6, 2021</li> <li>✓ New financial analysis reports on key budget performances is distributed monthly to all supervisory level staff.</li> </ul>	
C			Provide budget management trainings	<ul style="list-style-type: none"> <li>✓ Superintendent of Finance created a budget training presentation. First released in September 12, 2018. It is now part of the annual budget process.</li> </ul>	
ST3	Capture a larger market; non-resident targeting		C	Develop and implement pricing strategies to draw non-residents	<ul style="list-style-type: none"> <li>✓ Project has been assigned to Superintendent of Recreation.</li> <li>✓ All fees and charges for programs are being analyzed.</li> </ul>
			C	Cross marketing to non-resident participants	<ul style="list-style-type: none"> <li>✓ Staff will carefully balance the draw of non-residents while maintaining sufficient pricing differences.</li> </ul>
ST4	Provide recreational opportunities and services to enhance the District's reputation, and meet		C	Create Measurements to assess how well we meet residents' needs	<ul style="list-style-type: none"> <li>✓ Community Needs Assessment completed in 2017</li> <li>✓ Class evaluations being analyzed</li> </ul>

	Goal	Department	Status	Objective	Notes
	residents' needs				<ul style="list-style-type: none"> <li>✓ Online feedback form in production for 2019 release</li> <li>✓</li> </ul>
			C	Actively seek residents' feedback	<ul style="list-style-type: none"> <li>✓ Seeking feedback via email evaluations to coaches and participants</li> <li>✓ Comment Cards available at all facilities</li> <li>✓ Bark Park evaluation conducted in August 2018</li> <li>✓ Seasonal program surveys sent throughout 2020 with analytics and comments shared with Recreation Staff for review.</li> </ul>
ST5	Improve Engagement between Community and Park Board	 		Assess communication vehicles/methods	
			C	Increase board exposure to community	<ul style="list-style-type: none"> <li>✓ Commissioner Sokolowski produced a video that was posted on the website.</li> <li>✓ Three "Meet Us At The Park" events were held over the Summer 2018.</li> <li>✓ Two "Meet Us At The Park" events were held in the Summer of 2019.</li> <li>✓ Two "Meet Us At The Park" events were held in the Summer of 2021.</li> <li>✓ Commissioners Sokolowski, Del Preto and Jeffery attended the Volunteer Appreciation event in August 2018.</li> <li>✓ All the Commissioners took turns attending Carol Stream Parks Foundation meetings throughout 2018, 2019 and 2020.</li> </ul>
ST6	Develop a plan/program to address vandalism and engage		C	Develop Public campaign	<ul style="list-style-type: none"> <li>✓ See something, Say Something Campaign.</li> </ul>

	Goal	Department	Status	Objective	Notes
	community support		C	Engage community and bring public awareness	<ul style="list-style-type: none"> <li>✓ Flyers distributed at National Night Out and three Meet Us At The Park events in 2018</li> <li>✓ Two Meet Us At The Park events held in 2019</li> <li>✓ Marketing collateral with slogan posted on website, social media, FVRC marquee and televisions</li> </ul>
			C	Educate the children	<ul style="list-style-type: none"> <li>✓ School presentation at Evergreen School in March 2018 and to Benjamin School in May 2018</li> <li>✓ Developed curriculum for CCSD93</li> <li>✓ Seeking assistance from D87 Student Council and Environmental Club</li> </ul>
			C	Develop public campaign	<ul style="list-style-type: none"> <li>✓ Slogan and message developed. Marketing collateral printed on flyers, posted on website, social media, FVRC marquee and televisions</li> </ul>
			C	Educate community of financial impact	<ul style="list-style-type: none"> <li>✓ Cost of vandalism in Year in Review.</li> <li>✓ Flyers distributed at National Night Out and three Meet Us At The Park event</li> <li>✓ September 18, 2020 plea went out from Parks Department for help identifying and reporting vandalism. The story was carried on local news stations and newspapers.</li> <li>✓ We have seen a reduction in vandalism</li> </ul>
			C	Train/Educate staff on their role	<ul style="list-style-type: none"> <li>✓ Presented at All Staff Meeting October 4, 2018</li> </ul>
ST7	Take Care of What We Have” Maintain High Quality Parks			Develop and maintain comprehensive maintenance plan	<ul style="list-style-type: none"> <li>✓ Repair and Replacement plan for ETRC created 2017</li> <li>✓ Playgrounds, Equipment and Vehicle</li> </ul>

	Goal	Department	Status	Objective	Notes
					<ul style="list-style-type: none"> <li>Replacement Plan created in 2017, updated annually</li> <li>✓ IT Replacement Plan developed and reviewed annually</li> <li>✓ NEW Cyber Liability Insurance requirements will require a full review of the plan</li> </ul>
				Evaluate benefits and feasibility of innovative solutions for parks maintenance	<ul style="list-style-type: none"> <li>✓ Replacement of engineered wood fiber at Armstrong Park (hub) playground to synthetic turf</li> <li>✓ Performed grass turf maintenance at Red Hawk specifically the soccer fields to raise the overall quality of grass turf at Red Hawk</li> </ul>
ST8	Analyze the LEED functionality of Fountain View Recreation Center to ensure optimization of technology		C	Evaluate the existing Geo-Thermal System	<ul style="list-style-type: none"> <li>✓ Geothermal system evaluated in 2017 – 2018</li> <li>✓ Emergency repairs authorized by Board March 2021 for heat exchanger and compressor in one of three modules</li> <li>✓ Monitoring continues to ensure optimal functionality</li> </ul>
				Investigate LED lighting options within the pool	<ul style="list-style-type: none"> <li>✓ New LED lighting installed at Parks Garage, Redhawk Park Concessions, Simkus Gymnasium, Coral Cove Exterior Lights</li> <li>✓ New LED lighting installed at FVRC gym, walking track and fitness studios</li> <li>✓ New LED lighting installed at CCMG course, canopy and parking lot</li> <li>✓ Staff is pursuing a ComEd grant that could cover 90% of LED lighting conversion at McCaslin and Armstrong Park Fields</li> </ul>
			C	Evaluate the efficiency of	<ul style="list-style-type: none"> <li>✓ The pool filtration system is checked</li> </ul>

	Goal	Department	Status	Objective	Notes
				the pool filtration room	twice daily to ensure efficient operations
			C	Recommission the Fountain View Recreation Center	<ul style="list-style-type: none"> <li>✓ Geothermal system recommissioned in 2018</li> <li>✓ Automated Logic software upgraded Fall 2019</li> </ul>
			C	Center and track results manually for the highest efficiency possible	<ul style="list-style-type: none"> <li>✓ Automated Logic contract renewed and the HVAC system is being monitored efficiently.</li> </ul>
ST9	Create strategy to address and resolve reoccurring issues at the Fountain View Recreation Center		C	Identify outstanding facility issues at Fountain View Recreation Center	<ul style="list-style-type: none"> <li>✓ Roof and Pool lights identified in 2018.</li> </ul>
			C	Continue to monitor roof leaks to ensure resolution is sustainable	<ul style="list-style-type: none"> <li>✓ Phase 1 of roof repair completed October 2018.</li> <li>✓ Phase 2 of roof repairs completed Spring 2019.</li> <li>✓ Phase 3 of roof repairs completed in Summer 2021.</li> </ul>
			C	Pusue viable solution to address power surge issues	<ul style="list-style-type: none"> <li>✓ Power surge unit installed in 2017</li> </ul>
ST10	Improve cleanliness of Fountain View and Simkus Recreation Centers		C	Analyze benefits/feasibility of in-house vs. contracted services	<ul style="list-style-type: none"> <li>✓ In house cleaning implemented July 2018</li> <li>✓ Stringent cleaning and sanitizing protocols implemented summer 2020.</li> </ul>
				Investigate methods at other successful facilities	
			C	Improve internal training and processes for facility and fitness staff	<ul style="list-style-type: none"> <li>✓ Parks and Facilities staff attended Aquatics Facility Operator training and carpet cleaning clinic in 2018</li> <li>✓ Stringent cleaning and sanitizing protocols in place since Summer 2020</li> <li>✓ All staff are directed to be hands-on to clean throughout their work day</li> </ul>
			C	Set and maintain standards	<ul style="list-style-type: none"> <li>✓ Cleaning schedule is being revised</li> </ul>

	Goal	Department	Status	Objective	Notes
					<ul style="list-style-type: none"> <li>monthly to utilize staff strengths</li> <li>✓ Checklists implanted in all areas to help ensure cleanliness</li> </ul>
ST11	Create a system to maximize use of parks and facilities during non-peak hours	 	C	Pursue corporate and private rentals	<ul style="list-style-type: none"> <li>✓ Another church rental was booked in 2018</li> <li>✓ Representative Seth Lewis had an Open House at Simkus December 15, 2021.</li> <li>✓ Premier Room advertisements.</li> <li>✓ Rental page on website for promoting</li> </ul>
			C	Increase marketing penetration to target markets	<ul style="list-style-type: none"> <li>✓ After hours rentals extended</li> <li>✓ Several cultural events booked in 2018</li> <li>✓ Five new Forever Young fee-based group fitness classes were offered at SRC during non-peak hours</li> <li>✓ Awesome Adventure Camp expanded the age range to include kindergarteners this summer, increasing participation at SRC between 7:00am-6:30pm</li> <li>✓ A new Cheer &amp; Poms Camp was offered during the daytime hours in the summer</li> <li>✓ The new Movie in the Park event was offered at McCaslin Park on a Friday evening</li> </ul>
				Consider pricing incentives	
			C	Continue to give priority to in house programming	<ul style="list-style-type: none"> <li>✓ In house programs before outside groups.</li> </ul>
			C	Work with partners to promote use of facilities	<ul style="list-style-type: none"> <li>✓ Intergovernmental Meeting quarterly in 2018</li> <li>✓ IPRA meetings booked in 2018</li> <li>✓ School in-service training booked in</li> </ul>

	Goal	Department	Status	Objective	Notes
					2018 ✓ Amita Heath Care meetings booked in 2018 ✓ Frito-Lay meeting booked in 2018 ✓ In cooperation with the Village, FVRC hosted a COVID Vaccination Clinic for 2,300 doses held on March 30, 2021. The second shot was administered on April 20, 2021. A booster clinic was held October 27, 2021
			C	Expand internal programming	✓ New programs offered to expand the variety of our programs offered at SRC: one special interest class, two dance classes, six tumbling clinics, and a new dance/gymnastics combo class. ✓ A new session for our volleyball league (FVRC) and an additional date/time of the Dragonfly and Cricket gymnastics classes (SRC) were offered based on high demand in the existing programs.
ST12	Identify public needs and interests and create innovative programming that addresses those needs		C	Implement results of Community Needs Assessment	✓ Carolshire Park was opened to provide recreational space to low income housing area ✓ Culturally diverse rentals have grown ✓ Community Park master plan completed; working to maximize grants to complete all parts of the plan
				Utilize focus groups consistent with demographic population	

	Goal	Department	Status	Objective	Notes
			C	Assess residents' interest in outdoor programming and mid-level sport activities	<ul style="list-style-type: none"> <li>✓ 2017 Community Needs Assessment identified need for more semi-competitive programming</li> <li>✓ Tournaments for youth and adult and then participants move to travel ball.</li> <li>✓ Implemented Travel Softball league, Forté, Springers, Park Passport, Cup in Hand, Disc Golf, Events and K-3</li> </ul>
			C	Explore programs held at alternate locations such as outdoor shelters/parks	<ul style="list-style-type: none"> <li>✓ Saturday morning yoga classes held at Town Center</li> <li>✓ Virtual Programming, outdoors and then in person modified operations for programming for increased safety and to meet all DCEO guidelines</li> </ul>
ST13	Reduce cancellation rates		C	Identify and avoid internal competition	<ul style="list-style-type: none"> <li>✓ Activenet reports were reviewed to identify programs with multiple day/time options which were not consistently running in order to reduce the number of classes offered in the future</li> <li>✓ Classes with more than one age level were combined in order to avoid canceling the program options for an age group not meeting minimum enrollment</li> </ul>
			C	Use program evaluations as tools to refresh, improve or change programs	<ul style="list-style-type: none"> <li>✓ InfoGraphics used to evaluate programs</li> <li>✓ Forever Young program evaluations are collecting feedback and trip location suggestions to determine the demand for future successful trip destination.</li> <li>✓ Monthly evaluations sent and reviewed by Recreation staff</li> </ul>
			C	Identify trends by utilizing registration system	<ul style="list-style-type: none"> <li>✓ Activenet reports are reviewed seasonally to determine if a trip is</li> </ul>

	Goal	Department	Status	Objective	Notes
				customer data	worth repeating. If enrollment was not high, the program is not offered, to reduce potential cancelations. ✓ Staff reviews all reports to determine program needs
ST14	Increase training on recreation trends		C	Increase staff participation in industry groups and committees that offer sharing of information on trends	<ul style="list-style-type: none"> <li>✓ IPRA Marketing Roundtable</li> <li>✓ IPRA HR Roundtable</li> <li>✓ IPRA A&amp;F Section including leadership roles</li> <li>✓ Served on IPRA Finance Committee through 2020, including chairman's position</li> <li>✓ IPRA Parks &amp; Natural Resources Section Chair</li> <li>✓ PDRMA Board Member</li> <li>✓ Concessions Roundtable held December 2021 to share ideas to increase revenue.</li> <li>✓ Staff attend Roundtable events for Early Childhood, Daycare, Special Events and Programs</li> </ul>
			C	Identify key research sources of recreational trends on the local and national level	✓ IPRA and NRPA
			C	Establish quarterly trend discussions	<ul style="list-style-type: none"> <li>✓ Tracking at quarterly recreation meeting.</li> <li>✓ Teams meet to discuss programming needs.</li> </ul>
ST15	Improve customer satisfaction			Create temporary task forces to address areas identified in Needs Assessment	
			C	Evaluate life-cycle of programs and events	✓ We do this quarterly.
			C	Create effective and improved method to	✓ Marketing developed new on-line customer satisfaction survey to be

	Goal	Department	Status	Objective	Notes
				evaluate programs	monthly.
				Implement Secret Shopper	✓ Program was implemented, then paused
				Reduce cancellations	✓ New programs developed to replace those past their life-cycle ✓ Average of programs cancelled maintaining same rate
			C	Increase customer ratings	✓ Comment cards reflect improved customer satisfaction ✓ Evaluations track customer ratings and staff review
ST16	Connect with neighboring park districts, forest preserve and library on programming opportunities			Reduce competition	✓ Improved coordination with Library ✓ Identified priorities of different agencies, compared free, outdoor, etc ✓ Addressing newest competition from Village of Carol Stream's free events
			C	Identify cooperative opportunities	✓ Coordinated with the Library to share a resident postcard campaign announcing the District's digital guide ✓ Continue cooperative programs with surrounding districts – specifically for nature programs
			C	Share resources to reduce cost of high quality recreation/services to residents	✓ Partnered with library on programming efforts and cross-promotional opportunities. Partnership for a free postcard announcing our Digital Guide. ✓ Co-op with neighboring park districts in an effort to increase participating and revenue in Summer 2020.
ST17	Attract motivated volunteers			Develop volunteer	✓ Volunteer Appreciation banquet

	Goal	Department	Status	Objective	Notes
		 Marketing		program; consider appreciation benefits	✓ Nominated volunteer for Carol Stream Citizen of the Year
		 Recreation		Engage community to increase awareness of volunteer opportunities	✓ Volunteer segment added to Year In Review
				Develop a campaign to highlight importance and rewards of volunteering	
ST18	Hire and retain best staff	 Administration		Improve staff training and development	<ul style="list-style-type: none"> <li>✓ Incode User Training</li> <li>✓ Increased Financial and IT Trainings</li> <li>✓ Invested in Professional Development</li> <li>✓ Training Consultant, Ethan Martin.</li> <li>✓ Training video created for the proper use of chainsaw and chipper</li> <li>✓ HR is preparing a survey to staff to determine their training needs, and how it can develop them professionally as well as skill wise</li> </ul>
		 Human Resources	C	Optimize cross training	<ul style="list-style-type: none"> <li>✓ Executive Assistant cross trained to assist Human Resources.</li> <li>✓ Two Finance staff cross trained on Accounts Payable Processing due to elimination of the full-time A/P position</li> <li>✓ Concessions and CCMG staff cross trained to work at all of McCaslin</li> <li>✓ Fitness desk staff cross trained to take all registrations for programming if needed and rentals</li> </ul>
				Analyze staff turnover as tool to improve staff retention	<ul style="list-style-type: none"> <li>✓ Exit surveys improved</li> <li>✓ Turnover rates reduced</li> <li>✓ Rising Minimum Wage and increasing competition within the industry from higher paying Districts has created the need to conduct a</li> </ul>

	Goal	Department	Status	Objective	Notes
					new assessment of salary ranges; HR and Finance are working on this together
				Fund recruiting options to improve hiring timeframes and improve candidate pool	<ul style="list-style-type: none"> <li>✓ Dedicated staff time to hiring campaign</li> <li>✓ Introduced Walk in Wednesdays, and Meet us Mondays</li> </ul>
				Review compensation, benefits and wage scale	<ul style="list-style-type: none"> <li>✓ Minimum wage scales for hourly staff are adjusted annually to keep up with Illinois changes</li> <li>✓ Compensation study completed.</li> <li>✓ Implementation has been challenging because funding was not connected to Study</li> <li>✓ Pandemic has greatly slowed this process</li> </ul>
ST19	Increase morale			Conduct employee opinion survey to assess morale, incentives and recognition within District	<ul style="list-style-type: none"> <li>✓ Employee opinion survey completed in 2018.</li> <li>✓ Stay Interviews conducted in 2022; Senior Leadership is reviewing results and will create a game plan</li> </ul>
			C	Continue to promote staff events for all staff	<ul style="list-style-type: none"> <li>✓ Shoot the puck</li> <li>✓ Basketball shoot</li> <li>✓ Green River Floats</li> <li>✓ Summer Family picnic and Concert</li> <li>✓ Mini Golf staff outing</li> <li>✓ BBQ at Parks Garage</li> <li>✓ Hawthorne's staff outing</li> <li>✓ BBQ at FVRC after brick removal</li> <li>✓ Fun Squad was developed</li> </ul>
			C	Improve staff involvement and communication	<ul style="list-style-type: none"> <li>✓ Weekly email to staff</li> <li>✓ Distinguished Agency Award</li> <li>✓ Carolshire Task Force</li> <li>✓ Elk Trail Task Force</li> <li>✓ Vandalism Task Force</li> <li>✓ Diversity, Equity and Inclusion</li> </ul>

	Goal	Department	Status	Objective	Notes
					Committee formed
			C	Evaluate recognition and award programs	<ul style="list-style-type: none"> <li>✓ Anniversary Awards</li> <li>✓ JIM Awards are very popular with staff.</li> </ul>

	Goal	Department	Status	Objective	Notes
LT1	Retain excellent community/governmental partnerships and seek additional opportunities			Review and assess existing public partnerships to ensure optimal and mutually beneficial status	<ul style="list-style-type: none"> <li>✓ Gary Avenue Bike Path IGA February 2018</li> <li>✓ Wayne Township IGA revised December 2018</li> <li>✓ Glenbard North Turf Replaced 2020</li> <li>✓ School District 87 IGA for use off Fountain View Indoor Pool renewed through June 2033</li> </ul>
				Explore 2-3 additional public partnerships	
			C	Explore private partnership opportunities	<ul style="list-style-type: none"> <li>✓ Revisited parking agreement with Coachlight Motel owners March 2021</li> </ul>
LT2	Improve net position and fund balances	  		Implement marketing plans to focus on high return programming, promote memberships, facilities	<ul style="list-style-type: none"> <li>✓ Shifted marketing budget dollars to focus more on bigger revenue producing programs</li> <li>✓ Proposed a marketing standards plan which is based on program size (number of customers served, net revenue produced); assessing plan with Marketing and Recreation staff</li> </ul>
				Develop strategy to deal with legislative and economic changes	<ul style="list-style-type: none"> <li>✓ COVID19 forced leadership to furlough 95% of staff in the spring of 2020</li> </ul>
			C	Pursue State/Federal/County/IDNR Grant Opportunities	<ul style="list-style-type: none"> <li>✓ Community Development Block Grant awarded in 2018 to help fund Carolshire Park development.</li> <li>✓ Community Development Block Grant awarded in 2018 to help fund the ADA entrance at Simkus and Coral Cove Water Park.</li> <li>✓ Power Play Grant awarded (date)</li> <li>✓ Safety Grant awarded (date)</li> </ul>

	Goal	Department	Status	Objective	Notes
					<ul style="list-style-type: none"> <li>✓ ComEd LED Light Rebates</li> <li>✓ DuPage County COVID-19 Reimbursement Program</li> <li>✓ Received DuPage Stormwater grant for North Armstrong parking lot.</li> <li>✓ Received IDNR Mitchel Lake Bike Path grant.</li> <li>✓ Community Development Block Grant awarded in 2022 to help fund Community Park re-development.</li> <li>✓ Pending OSLAD Grant determination for Community Park</li> </ul>
				Pursue sponsorships, donations and naming rights	<ul style="list-style-type: none"> <li>✓ Sponsorships increasing annually</li> <li>✓ Evaluating benefits of managing sponsorships and donations through the Parks Foundation</li> <li>✓ Worked with Bond Counsel to evaluate naming rights feasibility at McCaslin Park</li> <li>✓ Draft promotional materials to draw potential naming right buyers; work continues to create a full package</li> <li>✓</li> </ul>
			C	Utilize innovative expense control measures including co-op purchasing/sharing with partners or neighboring districts	<ul style="list-style-type: none"> <li>✓ US Communities for Roof Repair.</li> <li>✓ Cost control for cleaning consumables</li> <li>✓ RFP to obtain best pricing on concessions food and supplies.</li> <li>✓ Sharing equipment with Village of Carol Stream</li> <li>✓ Red Hawk Park and SRC sealcoating combined with Village project.</li> </ul>
LT3	Maintain high level of financial accountability		C	Look for opportunities to increase financial transparency with staff and residents	<ul style="list-style-type: none"> <li>✓ Year in Review includes Financial Recap</li> <li>✓ Budget posted on CSParks website annually</li> </ul>

	Goal	Department	Status	Objective	Notes
					✓ Conducted annual financial recap with staff.
			C	Hold periodic meetings with staff to review and analyze financial results	✓ Financial position discussed at October 2018, 2019, 2020 and 2021 All Staff Meeting.
			C	Maintain GFOA standards and achieve Certificate of Excellence in Financial Reporting	✓ GFOA Certificate earned every year
			C	Evaluate benefits of cost centers as a method for measuring performance	<ul style="list-style-type: none"> <li>✓ Elk Trail Recreation Center</li> <li>✓ Coyote Crossing Mini Golf</li> <li>✓ McCaslin Park</li> <li>✓ Coral Cove Water Park</li> <li>✓ Concessions Operations</li> <li>✓ In 2020, we determined cost centers are not beneficial and discontinued use.</li> </ul>
			C	Utilize Cost Recovery Model to set profit margins for programs and facilities	✓ Determined not effective; move all revenue producing programs to fund 20-60
LT4	Align Brand to improve Park District recognition by residents			Realign branding for all teams, programs, and activities	<ul style="list-style-type: none"> <li>✓ Branding completed in 2018 for Agency, Simkus, Forever Young, Gymnastics, Performing Arts, Awesome Adventure Camp, Bucket List Trips, Bus Trips, Forte Dance Company, Springers Gymnastics and Foundation</li> <li>✓ District wide branding is completed as funding is available; will likely not be completed until 2025</li> </ul>
			C	Include logo/brand in all external communication, signage, and marketing	✓ Staff educated on the tiered branding guide and how to access updated logos in 2018
			C	Increase customer recognition of Park District Brand and presence	

	Goal	Department	Status	Objective	Notes
LT5	Upgrade parks and amenities in under-served, and low to moderate income areas of the community		C	Update Master Plan to include goals for parks in underserved areas	✓ Master Plan completed January 2018.
			C	Pursue acquisition of park parcel in underserved areas	<ul style="list-style-type: none"> <li>✓ Carolshire Park</li> <li>✓ Community Park</li> </ul>
			C	Pursue Funding of Community Development Block Grants to assist with projects	<ul style="list-style-type: none"> <li>✓ \$200,000 CDBG awarded 2018 for Carolshire Park</li> <li>✓ \$28,500 CDBG awarded 2018 for ADA accessibility at Simkus and CCWP</li> </ul>
LT6	Create and fund a comprehensive repair and replacement plan			Develop a detailed replacement inventory and plan	<ul style="list-style-type: none"> <li>✓ Playgrounds</li> <li>✓ Vehicles</li> <li>✓ Discussion of plans for parking lot and pathway plan</li> </ul>
			C	Dedicate budgets to take care of what we have; repair, replacements, upkeep	<ul style="list-style-type: none"> <li>✓ We established and funded two operating repair and replacements funds 11 and 12.</li> <li>✓ Capital Improvement Plan (CIP) into Board priorities, Routine repair and replacement, and staff recommendations</li> <li>✓ The R&amp;R plan covers vehicles and facility maintenance needs.</li> </ul>
			C	Leave the District better than we found it by creating a sustainable mechanism for the repair and replacement funding	<ul style="list-style-type: none"> <li>✓ Refinanced outstanding debt and an upgrade to the District's bond rating resulting in a \$3.7M savings.</li> <li>✓ Issued additional bonds in 2021 to support unfunded capital improvements and smoothed out spikes in bond payments</li> </ul>
			C	Maintain reserves for emergency allocations and repairs	<ul style="list-style-type: none"> <li>✓ Fund 11 and 12 for program needs.</li> <li>✓ Fund balances for operational needs; only 1 fund, not at target.</li> <li>✓ CIP Repair and Replacement section</li> </ul>

	Goal	Department	Status	Objective	Notes
					for capital.
LT7	Explore options for creating a trail/pathway to McCaslin Park			Create a cost estimate and plan to determine features and costs	
				Seek partnerships with other governmental units	
				Explore funding options and grants	
LT8	Upgrade parks to accommodate ADA requirements and remove physical barriers		C	Complete a new ADA Plan	✓ ADA Transition Plan Adopted August 2018
			C	Establish Plan for implementation	✓ Annual Budget includes items on new ADA Transition Plan
			C	Incorporate ADA equipment in parks, playgrounds, and shelters	✓ Wheelchair accessible play surface installed at Cambridge Park August 2018. ✓ Wheelchair accessible play surface installed at McCaslin and Armstrong Park hub playgrounds.
LT9	Reduce Park Maintenance Costs		C	Develop volunteer program to engage community's assistance in maintaining parks	✓ Jan Smith continues work at her namesake park on a volunteer basis ✓ Steve Ravanese continues to volunteer along his namesake trail ✓ Jeff Bates volunteers to clear invasive brush by Volunteer and Red Hawk Park and the Bark Park
			C	Proactive maintenance of equipment to reduce repair costs, and extend life	✓ Preventative maintenance performed on all vehicles and mowers
			C	Stagger staff schedules to reduce overtime	✓ Staff scheduled staggered during summer to cover extended hours
			C	Develop additional natural/no mow areas	✓ Tedhran Park 2018
LT10	Explore other revenue generating uses/options for Coyote Crossing Facility		C	Conduct analysis to determine future options	✓ Alcoholic beverages are now being sold at CCMG. ✓ Concessions expanded their menu

	Goal	Department	Status	Objective	Notes
					<ul style="list-style-type: none"> <li>✓ Began new special events at CCMG to further expand its use.</li> <li>✓ Pop up events at CCMG were very successful in 2020. More events were added in 2021 with great success.</li> <li>✓ Fire pit, games and concessions expanded in 2021.</li> </ul>
				Assess potential success and ROI of upgrading course and facility	
LT11	Analyze work/office space for most efficient and effective use		C	Conduct a cost/needs analysis of staff workspace	<ul style="list-style-type: none"> <li>✓ Added workstations at Simkus and Fountain View</li> </ul>
			C	Investigate future facilities that could accommodate staff offices	<ul style="list-style-type: none"> <li>✓ Visited Piggly Wiggly space Spring 2018.</li> <li>✓ Staff size reduced; no further need</li> </ul>
			C	Identify benefits of relocating staff offices	<ul style="list-style-type: none"> <li>✓ Facilities staff moved into empty cubicle at FVR</li> </ul>
LT12	Upgrade facilities to accommodate ADA requirements and remove physical barriers.		C	Update ADA Plan	<ul style="list-style-type: none"> <li>✓ Completed August 2018</li> </ul>
			C	Establish Plan for implementation	<ul style="list-style-type: none"> <li>✓ Improvements budgeted annually.</li> <li>✓ ADA doors added at SRC and CCWP as well as curb cut outs.</li> <li>✓ Numerous park improvements.</li> </ul>
			C	Incorporate ADA equipment in Fitness and Aquatics	<ul style="list-style-type: none"> <li>✓ New ADA chair purchased for FVRC pool 2019</li> </ul>
LT13	Pursue options for unique/alternative revenue sources, and new market opportunities other than those related to customer fees	 	C	Explore options for an indoor facility dedicated to rentals for a variety of sports and activities	<ul style="list-style-type: none"> <li>✓ Visited Piggly Wiggly space Spring 2018.</li> <li>✓ Limited by capital funding required.</li> </ul>
			C	Capitalize on new concession business	<ul style="list-style-type: none"> <li>✓ Home Plate and The Cove concessions.</li> </ul>
			C	Expand rental business/operations	<ul style="list-style-type: none"> <li>✓ Special summer pricing and hours offered 2018</li> <li>✓ Marketing promotions in place 2018</li> </ul>

	Goal	Department	Status	Objective	Notes
LT14	Improve communication methods and customer service from start to finish	 	C	Improve communication to staff so they can communicate better to customers	✓ Directors share weekly information from Senior Leadership Team
			C	Increase email as a communication tool for programs, services and events	✓ Summer of 2020 presented with the opportunity to expand use of email marketing techniques
			C	Expand online marketing; measure results	✓ Implemented online membership enrollment options for FVF ✓ Digital program guide rolls out Summer of 2020
			C	Improve online registration so that memberships can be completed online instead of in person	✓ Added Lap Swim membership to online registration 2018. ✓ Walking Track and CCWP Passes added 2019. ✓ Awesome Adventure Camp ✓ Fountain View Fitness Memberships
			C	Create standard communications that incorporate print, electronic, and social media outlets	✓ Writing style guide added to Employee Portal 2018
				Utilize Focus Groups to capture preferred communication methods/frequency/etc.	✓ Emails to existing customers regarding similar programs
LT15	Align staff on the District's mission, and common goals			Incorporate as part of new employee, seasonal employee, and annual training	
				Incorporate mission and goals into each employee's annual performance goals	
LT16	Foster a work environment that applies equal standards amongst		C	Build inter-departmental relationships	✓ Vandalism Task Force brought all departments together to collaborate

	Goal	Department	Status	Objective	Notes
	departments, equalized workloads, fosters teamwork, and accountability	 Administration			on solutions ✓ Christmas in July Committee includes all departments to brainstorm ideas and plan the new 2019 Community event.
 Human Resources		C	Review organizational structure/staffing needs	✓ All positions evaluated ✓ Staffing reduced in 2020	
 Parks & Facilities		C	Review and align workloads and job responsibilities	✓ Job descriptions updated 2018. ✓ Duties reassigned; supplement with part time staff	
 Recreation			Pinpoint 'root' of this reoccurring staff discussion		
			Develop District-Wide Core Standards for matters that apply to all staff		
			Improve Teamwork		

**To:** Board of Commissioners  
**From:** Chris Quinn, Superintendent of Human Resources and Risk Management  
**Date:** June 13, 2022  
**Discussion:** Personnel Policy Manual Review **Agenda Item #: 6A**

---

The District maintains a comprehensive Personnel Policy Manual to manage the policies, benefits, and expectations of the employment relationship between the agency and staff. The manual was based on a template suggested and approved by PDRMA, and was reviewed in its entirety by employment attorneys of Lanier Muchin, LLC to ensure it meets all state and federal employment laws. Amendments are suggested for Board approval only if they are approved or recommended by PDRMA.

As Superintendent of Human Resources and Risk Management, it is my responsibility to monitor recommended policy changes from PDRMA, present them to senior leadership who in turn will seek approval for all policy changes from the Park Board. In following best practices, it is also my responsibility to present a full copy of the Personnel Policy Manual to the Board once every five years. The last time the Board approved the full manual was January 9, 2017.

Since its full review in 2017, the Board has approved the following amendments:

<b>Policy No:</b>	<b>Policy Name:</b>	<b>Description:</b>	<b>Board Approval Date:</b>
5-1.3, 5-1.4	Recreation Programs	Changes to discounts	September 2017
1.1-1.6	Anti-Harassment	Public Act 100-0054	January 8, 2018
5.1.3	Recreation Programs	Changes to discounts	June 11, 2018
1.1, 1.2 & 4.9	Anti-Harassment, Education, Training	Harassment and response, Professional growth	February 24, 2020
3-1.6	Bereavement Leave	Expanded definitions	June 14, 2021
5-1.3	Recreation Programs	Taxable fringe benefits	June 14, 2021
3.7	VESSA	Protection to victims	October 25, 2021
1-25	Whistle Blower Protection	Public Act 101-0652	January 10, 2022

Ensuring the Board has the opportunity to complete a full review of the Personnel Policy Manual is a practice suggested by PDRMA as part of its regular Loss Control Review Assessment, and also recommended for Distinguished Agency Accreditation, and CAPRA certification.

As always, we will continue to have the Board approve policy adds/changes/amendments as they arise. We will present the Board with a summary and request for formal approval at the July 11, 2022 Board of Commissioners Meeting.



CAROL STREAM  
**Park District**

# **Personnel Policy Manual**

**Adopted: May 2003**

Amended December 13, 2004

Amended January 9, 2006 – 1.8

Amended January 1, 2008

Amended January 11, 2010 – Section 1-15 & 3-1.1

Amended August 27, 2012 – Law update

Amended February 25, 2013 – Section 1, Section 3 and Section 5

Amended April 22, 2013 – Section 1-8.1 and Section 3-1.1

Amended February 24, 2014 – Section 1-23 Appendices C & D, Section 6-11, Section 6-15.2

**Adopted: January 2017**

Amended September 2017 – Section 5-1.3, added Section 5-1.4

Amended January 2018 – Sections 1.1-1.6

Amended June 11, 2018 – 5.-1.3

Amended February 24, 2020 – Sections 1.1, 1.2 & 4.9

Amended June 14, 2021 – Sections 3-1.6 & 5-1.3

Amended October 25, 2021 – Section 3.7

Amended January 10, 2022 – Section 1-25

# Table of Contents

	<u>Page</u>
<b>INTRODUCTION AND AT-WILL DISCLAIMER.....</b>	<b>1</b>
<b>SECTION 1 EMPLOYMENT POLICIES AND PROCEDURES.....</b>	<b>3</b>
<b>1.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT .....</b>	<b>3</b>
<b>1.2 non-Discrimination and ANTI-HARASSMENT POLICY.....</b>	<b>4</b>
<b>1.2.1 Definitions of Harassment.....</b>	<b>5</b>
<b>1.2.2 Retaliation.....</b>	<b>6</b>
<b>1.2.3 Complaint Reporting Procedure .....</b>	<b>6</b>
<b>1.2.4 Harassment Allegations against Non-Employees/Third Parties.....</b>	<b>8</b>
<b>1.2.5 Harassment Allegations by Elected Officials Against Other Elected                 Officials .....</b>	<b>8</b>
<b>1.2.6 Harassment of Non-Employees.....</b>	<b>9</b>
<b>1.2.7 Responsibilities of Supervisors and Witnesses.....</b>	<b>9</b>
<b>1.2.8 The Investigation.....</b>	<b>9</b>
<b>1.2.9 Responsive Action .....</b>	<b>10</b>
<b>1.2.10 False and Frivolous Complaints .....</b>	<b>10</b>
<b>1.2.11 Conclusion .....</b>	<b>10</b>
<b>1.3 AMERICANS WITH DISABILITIES ACT POLICY .....</b>	<b>11</b>
<b>1.4 PREGNANCY POLICY STATEMENT .....</b>	<b>11</b>
<b>1.5 Filing Complaints Outside the Park District.....</b>	<b>12</b>
<b>1.6 OPEN COMMUNICATION.....</b>	<b>12</b>
<b>1.7 ANTI-NEPOTISM POLICY .....</b>	<b>12</b>
<b>1.8 INTRODUCTORY EMPLOYMENT PERIOD .....</b>	<b>13</b>
<b>1.9 CORE HOURS &amp; BREAKS .....</b>	<b>13</b>
<b>1.10 CLASSIFICATION OF PERSONNEL .....</b>	<b>14</b>
<b>1-10.1 Full-Time or, Full-Time-Equivalent (FT or FTE) .....</b>	<b>14</b>
<b>1-10.2 Regular-Part-Time (RPT) .....</b>	<b>14</b>
<b>1-10.3 Part-Time IMRF Qualifying.....</b>	<b>15</b>
<b>1-10.4 Part-Time, or Seasonal .....</b>	<b>15</b>
<b>1.11 HIRING PROCEDURES.....</b>	<b>15</b>
<b>1-11.1 Position Vacancies.....</b>	<b>15</b>
<b>1-11.2 Professionalism of Staff .....</b>	<b>15</b>
<b>1-11.3 Transfer and Promotion.....</b>	<b>16</b>
<b>1-11.4 Proof of Right to Work.....</b>	<b>16</b>
<b>1-11.5 Proof of Birth Date.....</b>	<b>16</b>

1-11.6	State Criminal Conviction Background Check and Conviction Record .....	16
1-11.7	Driver’s License Abstract and Driver’s License Status .....	16
1-11.8	References .....	17
1-11.9	Application and Selection Process.....	17
1.12	PRE-PLACEMENT TESTING.....	18
1-12.1	Medical Examination & Drug Testing.....	18
1-12.2	Commercial Driver’s License (CDL) / Regulated & Random Screening.....	18
1.13	REASSIGNMENTS AND RESCHEDULING.....	18
1.14	ETHICS POLICY.....	18
1-14.1	Solicitations and Distributions.....	19
1.15	CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT .....	19
1-15.1	Employment in More than One Department .....	19
1-15.2	Outside Employment .....	20
1-15.3	Reporting Potential Conflicts.....	20
1.16	WORK PRODUCT OWNERSHIP.....	20
1.17	PERFORMANCE EVALUATIONS.....	21
1-17.1	Purpose.....	21
1-17.2	Frequency .....	21
1-17.3	Review Outcomes .....	21
1.18	PERSONNEL FILES.....	21
1.19	CHILD LABOR LAWS: EMPLOYMENT OF MINORS.....	22
1.20	USE OF ALCOHOL.....	23
1.21	CONTROLLED SUBSTANCE AND DRUG TESTING.....	24
1-21.1	Definition of Drug .....	24
1.22	MODIFIED DUTY PROGRAM .....	27
1.23	ABUSED AND NEGLECTED CHILD REPORTING ACT.....	27
1.24	IDENTITY PROTECTION POLICY .....	27
1-24.1	Requirements.....	28
1-24.2	Prohibited Activities .....	28
1-24.3	Public Inspection and Copying of Documents.....	29
1-24.4	Public Availability.....	30
1-24.5	Applicability .....	30
1.25	Whistleblower Protection (SAFE-T Act) Policy and Procedures.....	30
1-25.1	Purpose.....	30
1-25.2	Improper Governmental Action.....	30
1-25.3	Confidentiality.....	31
1-25.4	No Retaliation.....	31
1-25.5	Reporting Procedures.....	31

1-25.6 Investigation Procedures .....	32
1-25.7 Other Duties of the Auditing Official.....	32
<b>SECTION 2 PAYROLL POLICIES AND PROCEDURES.....</b>	<b>34</b>
<b>2.1 COMPENSATION PROGRAM .....</b>	<b>34</b>
<b>2.2 OVERTIME &amp; COMPENSATORY TIME.....</b>	<b>34</b>
2-2.1 Definition of Employees.....	34
2-2.2 Eligibility.....	35
2-2.3 Overtime Obligations and Approval.....	35
2-2.4 Overtime Compensation.....	35
2-2.5 Overtime Compensation for Pre-Approved Overtime During a District Holiday Week .....	36
2-2.6 Termination of Employment.....	36
<b>2.3 PAYMENT OF SALARY .....</b>	<b>36</b>
2-3.1 Lost Paycheck.....	37
2-3.2 Overpayment and Underpayment (Paycheck Errors) .....	37
2-3.3 Time Records.....	37
<b>2.4 WORK SCHEDULES .....</b>	<b>38</b>
2-4.1 Work Schedules During Park District Holidays .....	38
<b>2.5 EMERGENCY CLOSINGS .....</b>	<b>38</b>
<b>SECTION 3 TIME OFF BENEFITS .....</b>	<b>39</b>
<b>3.1 paid TIME OFF (PTO) .....</b>	<b>39</b>
3-1.1 Vacation .....	39
3-1.2 Professional Experience Vacation Credit .....	41
3-1.3 Holidays .....	41
3-1.4 Personal Days .....	42
3-1.5 Sick Days.....	43
3-1.6 Bereavement Leave.....	43
<b>3.2 BIRTHDAY HOLIDAY.....</b>	<b>44</b>
<b>3.3 JURY DUTY.....</b>	<b>44</b>
<b>3.4 MILITARY LEAVE.....</b>	<b>45</b>
<b>3.5 MILITARY FAMILY LEAVE.....</b>	<b>45</b>
<b>3.6 FAMILY AND MEDICAL LEAVE POLICY.....</b>	<b>46</b>
<b>3.7 PERSONAL LEAVE OF ABSENCE.....</b>	<b>56</b>
<b>3.8 ABSENCE WITHOUT LEAVE.....</b>	<b>58</b>
<b>3.9 TIME OFF TO VOTE.....</b>	<b>58</b>
<b>3.10 SCHOOL VISITATION leave.....</b>	<b>58</b>
<b>3.11 EMPLOYEE BLOOD DONATION LEAVE .....</b>	<b>59</b>
<b>SECTION 4 EMPLOYEE BENEFITS.....</b>	<b>60</b>
<b>4.1 DISCLAIMER.....</b>	<b>60</b>
<b>4.2 INSURANCE PLANS.....</b>	<b>60</b>

4-2.1	Full-Time and Full-Time Equivalent Employee Insurance Plans .....	61
4-2.2	COBRA .....	61
4-2.3	Early Retirement under the IMRF Pension Plan .....	61
4.3	IMRF PENSION PLAN .....	61
4-3.1	Contribution .....	62
4-3.2	Return of Contributions .....	62
4.4	DEFERRED COMPENSATION PLAN .....	63
4.5	FLEXIBLE SPENDING ACCOUNT .....	63
4.6	EMPLOYEE ASSISTANCE PROGRAM .....	63
4.7	SOCIAL SECURITY AND MEDICARE.....	63
4.8	WORKERS' COMPENSATION .....	64
4.9	EDUCATION, TRAINING AND PROFESSIONAL PARTICIPATION .....	65
4.10	CONFERENCE ATTENDANCE.....	65
4.11	EDUCATION .....	65
4.12	TUITION REIMBURSEMENT .....	66
4.13	PROFESSIONAL ORGANIZATIONS.....	66
4.14	EXPENSE REIMBURSEMENT.....	67
	<b>SECTION 5 PARK DISTRICT PROPERTY AND FACILITIES .....</b>	<b>68</b>
5.1	PARK DISTRICT FACILITIES AND RECREATION PROGRAMS.....	68
5-1.1	Use of Recreational Facilities.....	68
5-1.2	Coyote Crossing Mini Golf Facility.....	68
5-1.3	Recreation Programs.....	68
5-1.4	Concessions.....	69
	<b>SECTION 6 EMPLOYEE CONDUCT .....</b>	<b>70</b>
6.1	INTRODUCTION.....	70
6.2	E-MAIL POLICY .....	70
6.3	USE OF PARK DISTRICT INFORMATION, PROPERTY & EQUIPMENT .....	72
6.4	INTERNET USAGE POLICY .....	73
6-4.1	Personal Use .....	73
6-4.2	Use of the Internet.....	73
6-4.3	Downloading Software.....	73
6-4.4	Blogging/Personal Website/Social Media Policy .....	74
6.5	CELLULAR PHONE USAGE .....	75
6.6	TAPE RECORDING POLICY .....	76
6.7	TRAVEL AND VEHICLE USE.....	76
6-7.1	Vehicles Operated on Park District Business.....	76
6-7.2	Park District Owned Vehicles.....	77
6-7.3	Personal Vehicles .....	77
6.8	ATTENDANCE, PUNCTUALITY, AND DEPENDABILITY .....	78

6.9	CONFIDENTIALity Policy.....	78
6.10	PERSONAL APPEARANCE GUIDELINES .....	79
6.11	WEAPONS POLICY .....	79
	6-11.1 Procedure for Reporting Possession of a Weapon .....	80
6.12	RESTRICTED ACCESS ITEMS.....	80
6.13	ROMANTIC OR SEXUAL RELATIONSHIPS.....	80
6.14	SMOKE FREE ILLINOIS.....	81
	6-14.1 Introduction.....	81
	6-14.2 Policy	81
<b>SECTION 7 DISCIPLINARY ACTION .....</b>		<b>82</b>
7.1	DISCIPLINARY ACTIONS.....	82
	7-1.1 Verbal Warning .....	82
	7-1.2 Written Warnings .....	82
	7-1.3 Probation/Final Warning.....	83
	7-1.4 Dismissal .....	83
7.2	EXAMPLES OF REASONS FOR DISCIPLINARY ACTION .....	83
7.3	REVIEW OF DISMISSAL .....	85
7.4	EMPLOYEE'S RESPONSE .....	86
<b>SECTION 8 SEPARATION OF EMPLOYMENT .....</b>		<b>87</b>
8.1	EMPLOYMENT AT-WILL .....	87
8.2	RESIGNATIONS AND RETIREMENTS.....	87
	8-2.1 Dismissals.....	87
	8-2.2 Retirement .....	87
8.3	RETURN OF PARK DISTRICT PROPERTY .....	87
8.4	PAYOUT OF vacation (PTO) UPON SEPARATION OF SERVICE.....	87
8.5	POST RESIGNATION/TERMINATION PROCEDURES .....	88
	8-5.1 Exit Interview .....	88
	8-5.2 Continuation or Termination of Benefits .....	88
<b>APPENDIX A .....</b>		<b>90</b>
<b>APPENDIX B .....</b>		<b>92</b>
<b>APPENDIX C .....</b>		<b>101</b>
<b>APPENDIX D .....</b>		<b>102</b>
<b>APPENDIX E .....</b>		<b>106</b>
<b>APPENDIX F .....</b>		<b>111</b>
<b>APPENDIX G.....</b>		<b>113</b>
<b>APPENDIX H.....</b>		<b>116</b>

# Introduction and At-Will Disclaimer

## *Welcome to the award-winning Carol Stream Park District!*

The Park District is proud of its record of continuing growth and expansion of services offered to the community. You are now part of a terrific organization that helps 47,000 people play, relax, exercise, reflect, socialize, learn and compete. We have multiple recreation facilities and 40 parks with more on the way.

You may not know that the Park District is a separate public service agency. We are not part of the Village or the County. Our seven-member Board of Park Commissioners is directly elected by residents. The Park District levies its own taxes as well.

Established in 1964, the Park District was created by a public vote for the purpose of providing park and recreation areas, facilities, and programs for the residents of the District. The District employs more than 600 full and part-time employees each year to meet this responsibility.

Our enviable reputation is the direct results of people like you! The Park District's future success will depend upon what you do and how you contribute while you are here.

Welcome Aboard!

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

- I. This Manual contains general information and guidelines. It is not necessarily all-inclusive. It may not address all of the possible applications of, or exceptions to, the general policies and procedures described. Rather, expect this Manual to be your general reference guide.
- II. This Manual supersedes all previously issued manuals. An employee's decision to continue employment with the Park District after this revision and any future revision to this Manual shall be deemed to constitute his or her agreement with all such revisions. **The Park District and the Board of Park Commissioners reserve the right to unilaterally revise, supplement or discontinue any of the policies, guidelines or benefits described in this Manual.** Therefore, the Park District may, from time to time, revise, add to, supplement or discontinue any of the policies, rules or benefits described in this Manual with or without notice. The Park District will try to inform an employee of any changes as they occur.
- III. Like all Personnel Policy Manuals, this one contains the necessary legal statements, rules and regulations. It's all important so please read on.
- IV. Nothing contained in this Manual or any written or oral statement contradicting, modifying, interpreting, explaining or clarifying any provision of this Manual is not intended to create nor shall create an employment contract, either expressed or implied, to remain in the Park District's employ. Nor does it guarantee any fixed terms and conditions of employment. Employment at the Carol Stream Park District is not for any specific time and may be terminated at will, with or without cause and without prior notice by the Park District, or an employee may resign for any reason at any time. In other words, you may terminate your

employment at any time, with or without cause or notice, and the Park District retains a similar right. No Supervisor, Department Head, Executive Director, or other representative of the Park District (except as delegated and approved by the Board of Park Commissioners) 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.

- V. We expect you to review this Manual and become familiar with its contents. We'll also expect you to sign an **Employment Contract Disclaimer and Signed Acknowledgement Form** found in **Appendix A**. This form will be maintained in an employee's personnel file so all concerned will know that you've received this vital information. If you have comments, suggestions, or questions about any aspect of your employment, please discuss them with your immediate Supervisor or Department Head. The immediate Supervisor or Department Head will listen to your concerns, consider appropriate action, if necessary, and/or provide you with the information needed. Or, you may be directed someone who can provide you with that information.
  
- VI. The Directors are responsible for enforcing of the policies contained within, 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 Executive Director will provide an ultimate interpretation.

# SECTION 1 EMPLOYMENT POLICIES AND PROCEDURES

## 1.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at the Carol Stream Park District, where employment is based upon personal capabilities and qualifications without discrimination because of an individual's actual or perceived race, color, religion, sex, gender (including gender identity and expression), age, national origin, citizenship status, ancestry, marital status, veteran status, disability, sexual orientation, genetic information, unfavorable discharge from military service or military status, civil union partnership, order of protection status, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other protected characteristic as established by law.

In accordance with federal, state and local laws, it is the policy of the Carol Stream Park District to provide equal employment opportunities to all qualified persons. All of our personnel policies, procedures and decisions pertaining to hire, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to an individual's actual or perceived race, color, religion, sex, gender (including gender identity and expression), national origin, citizenship status, ancestry, age, marital status, veteran status, civil union partnership, order of protection status, genetic information, disability, unfavorable discharge from military service or military status, sexual orientation, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth, or any other category protected by law.

We make reasonable accommodations when necessary for all employees and/or applicants with disabilities, provided the individual is otherwise qualified to perform the essential functions of the job. Such individuals are encouraged to discuss their need for a reasonable accommodation with the Human Resources Department (See ADA Policy).

The Human Resources Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Human Resources Department. If the employee is uncomfortable reporting to the Human Resources Department, the employee should report to his or her Department Head, Executive Director or President of the Board of Commissioners. (For the full complaint reporting procedure, see the agency's Non-Discrimination and Anti-Harassment Policy).

***Important Note***

**This policy should not be considered an affirmative action policy or plan. For more information on affirmative action policies and plans, you should contact your local attorney.**

## **1.2 NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY**

The Carol Stream Park 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 Carol Stream Park 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, intern, officer, official, commissioner or board member, agent, volunteer, and vendor of the Carol Stream Park 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 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.

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

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

### 1.2.1 Definitions of Harassment

**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 individual; or
- c. The harassment has the purpose or effect of interfering with the individual's work performance or creating an environment that is intimidating, hostile, or offensive to the individual.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender or sex. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and 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.

**Harassment on the basis of any other protected characteristic** is also strictly prohibited. Under this policy, harassment is unwelcome verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of an individual's actual or perceived race, color, religion, gender (including gender identity or expression), sex, sexual orientation, civil union partnership, age, national origin, citizenship status, ancestry, marital status, veteran status, genetic information, unfavorable discharge from military service or military status, disability, order of protection status, pregnancy, childbirth, or a medical condition related to childbirth or pregnancy, or any other characteristic protected by law, or that of an individual's relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) 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, business-related social events and any other location where the individual is assigned to perform his or her job duties.

*Note* | **Any employee/ intern engaging in practices or conduct constituting sexual harassment, discrimination, harassment, or retaliation (as discussed later in this policy) of any kind will be subject to disciplinary action, up to and including discharge.**

### **1.2.2 Retaliation**

The Carol Stream Park District prohibits retaliation against any individual because he or she reports discrimination, harassment, or retaliation, participates in an investigation of such reports, and/or who 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 of employment.

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

### **1.2.3 Complaint Reporting Procedure**

The Carol Stream Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. This policy applies to all full-time, part-time, temporary, and seasonal employees and interns. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment, discrimination, or retaliation. Therefore, while no fixed reporting period has been established, the Park 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 the offender's behavior is unwelcome and requesting that it be discontinued. However, nothing in this policy will require individuals who believe they are being subjected to harassing, discriminatory, or retaliatory behavior to so advise the offender.

If you experience or witness harassment, discrimination, or retaliation of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to your immediate supervisor, your department head, and/or the Director. You 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 discrimination, harassment, or retaliation be directed at you to make a complaint.

- **Direct Communication with Offender:** If there is harassing, discriminatory, or retaliatory behavior in the workplace, and if you feel 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 you are the harassed individual, and if you feel comfortable doing so, you should also clearly state that the conduct is unwelcome and the offending behavior must stop. However, you are **not** required to directly confront the person who is the source of your report, question, or complaint before notifying any of those individuals listed below. Further, you are **not** required to directly confront the person who is the source of your report, question, or complaint if you feel uncomfortable doing so. The initial message may be oral or written, but documentation of the notice should be made. If subsequent messages are needed, they should be put in writing.
- **Report to Supervisory and Administrative Personnel:** At the same time direct communication is undertaken, or in the event you feel threatened or intimidated by the offending person, you should promptly report the offending behavior to your immediate supervisor, your Department Head or the Superintendent of the Department. If you feel uncomfortable doing so, or if your immediate supervisor and/or Department Head and/or Superintendent are the source of the problem, condones the problem or ignores the problem, please report the conduct directly to the Director. If the Director is the source of the problem, condones the problem, or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board.
- **Report to Director/President of the Board:** An individual may also report incidents of harassment, discrimination, or retaliation directly to the Director. If your complaint alleges harassment, discrimination, or retaliation by the Director, or if the Director condones the problem or ignores the problem, you should immediately report the incident or incidents in writing directly to the President of the Board.
- **Complaint against a Board Member:** If a complaint is made about alleged discrimination, harassment or retaliation by an elected official of the Carol Stream Park District, such as a Commissioner, the allegations should be reported to the

Human Resources Department, the President of the Board, or any other Board member not involved in the alleged discrimination, harassment or retaliation. If a complaint is made against an elected official of the Carol Stream Park District under this Section, the matter must be referred to the Carol Stream Park District’s legal counsel. The complaint and any investigation into the complaint will be thoroughly investigated by the Human Resources Department (or his or her designee) 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.

When an allegation of discrimination, harassment, or retaliation is reported, an investigation will be conducted within a prompt period of time and appropriate remedial action will be taken when an allegation is determined to be substantiated. At no time will personnel involved in the alleged discrimination, harassment, or retaliation conduct the investigation.

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

#### **1.2.4 Harassment Allegations against Non-Employees/Third Parties**

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

<i><b>Important Notice To All Employees</b></i>	<b>Individuals who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of the complaint reporting procedure.</b>
---	--

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

Alleged harassment by one elected official against another can be reported to the District’s/SRA’s Board President. If the Board President is the person reporting the harassment or is implicated by the allegation, the report can be made to any other District/SRA commissioner. If a complaint is made against an elected official of the District/SRA by another elected official of the District/SRA under this Section, the matter

must be referred to the District's/SRA's legal counsel. The allegations of the complaint will be thoroughly investigated through an independent review, which may include referring the matter to a qualified, independent attorney or consultant to review and investigate the allegations. Further, if warranted (as determined, where possible, by a committee of the other commissioners who are not the reporting official or the official who is the subject of the complaint), reasonable remedial measures will be taken.

### **1.2.6 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 Park District's Human Resources Department. If the Human Resources Department is implicated by the allegation, the report can be made to the Director of the District. If both the Human Resources Department and the Director are implicated by the allegation, the report can be made to the Board President. The allegations of the complaint will be thoroughly investigated by the Human Resources Department, Director, or Board President (or his or her designee) as appropriate and, if warranted, reasonable remedial measures will be taken. For the purposes of this Section, "non-employee" means a person who is not otherwise an employee of the agency and is directly performing services for the employer pursuant to a contract with the employer; it includes contractors and consultants.

### **1.2.7 Responsibilities of Supervisors and Witnesses**

Any supervisory or managerial employee who becomes aware of any possible sexual or other harassment, discrimination, and/or retaliation of or by any individual should immediately advise the Director, and the Director (or his or her designee) will investigate the conduct promptly and take prompt remedial action if the allegations are substantiated.

All individuals are encouraged to report incidents of harassment, discrimination, and retaliation, regardless of who the offender may be or whether or not you are the intended victim.

### **1.2.8 The Investigation**

Any reported allegations of harassment, discrimination, or retaliation will be investigated promptly. The Carol Stream Park District will make every reasonable effort to conduct an investigation in a responsible and confidential manner. However, it is impossible to guarantee **absolute** confidentiality, as the Carol Stream 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 to the allegations. The Carol Stream Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment, discrimination, or retaliation. You must cooperate

in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination of employment.

### **1.2.9 Responsive Action**

After investigation, the Carol Stream Park 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 a violation of this policy (such as engaging in harassment, discrimination, or retaliation), will be dealt with appropriately. Appropriate responsive action for a substantiated complaint may include, by way of example only: training, referral to counseling, and/or disciplinary action (such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination of employment), as the Carol Stream Park District believes appropriate under the circumstances.

### **1.2.10 False and Frivolous Complaints**

Given the possibility of serious consequences for an individual accused of sexual or other 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 dismissal.

### **1.2.11 Conclusion**

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

While we hope to be able to resolve any complaints of discrimination, harassment, or retaliation within the Carol Stream Park District, we acknowledge your right 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, about filing a formal complaint. 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 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. If the IDHR does not complete its investigation within 365 days, you may file a complaint directly with the HRC between the 365<sup>th</sup> and the 395<sup>th</sup> day.

### **1.3 AMERICANS WITH DISABILITIES ACT POLICY**

The Carol Stream Park District is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is the Park District's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as an employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the organization aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Park District.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact HR and his/her Supervisor. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify HR. Matters will be handled with discretion. We know these matters are sensitive and they will be treated as such.

#### Procedure for Requesting an Accommodation Under the Americans With Disabilities Act

On receipt of an accommodation request, someone from HR and an employee's Supervisor will meet with an employee to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the Park District might make to help overcome those limitations.

The Park District will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, and the accommodation's impact on the operation of the organization, including its impact on the ability of other employees to perform their duties and on the Park District's ability to conduct business.

The Carol Stream Park District will inform an employee of its decision on regarding an accommodation request or on how to make an accommodation. If an accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

### **1.4 PREGNANCY POLICY STATEMENT**

The Park District prohibits and does not tolerate discrimination against anyone on the basis of pregnancy. The Park District will treat all applicants and employees who are pregnant in the same manner as any other applicant or employee with regard to job-related functions, benefits, opportunities, and purposes. No person or employee, no matter his or her title or position, has the authority, whether express, actual, and apparent or implied, to discriminate against a pregnant employee or applicant.

The Park District will not deny or remove a pregnant employee from a position because an employee is pregnant, considering pregnancy, or experiencing any pregnancy-related problems. All decisions regarding a pregnant employee's placement in or continuation in a job will be based on the same consideration that governs all employment decisions—an employee's ability to satisfactorily perform the essential duties of the job in question.

If an employee has a question, complaint, or problem related to pregnancy discrimination, they should relate such question, complaint, or problem to their Department Head. If an employee feels uncomfortable doing so, or if the Department Head is the source of the problem, condones the problem, or ignores the problem, report to complaint to HR or the Executive Director.

## **1.5 FILLING COMPLAINTS OUTSIDE THE PARK DISTRICT**

While we hope to be able to resolve any complaints of harassment within the Park District, we acknowledge your right 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, about filing a formal charge.

## **1.6 OPEN COMMUNICATION**

The Park District promotes an atmosphere whereby employees can talk freely with all staff. Employees are encouraged to openly discuss with their immediate Supervisor any ideas, suggestions, complaints, or problems. If the Supervisor cannot be of assistance, the Department Head and Executive Director are available for consultation and guidance. The Park District is interested in all of our employees' success and happiness with us. We therefore welcome the opportunity to help employees, to encourage innovation, to improve procedures, processes and programs.

## **1.7 ANTI-NEPOTISM POLICY**

Members of your immediate family may be considered for employment at the Park District. That consideration will be based solely on the candidate's qualifications for the position. For the purposes of this policy, immediate family includes: spouse, civil union partner, parent, child, sibling, aunt, uncle, niece, nephew, grandparent, grandchild, or comparable relative of a spouse, or comparative "step-family".

The following conditions must be met in order for employment to be permitted:

- Immediate family members may not form a Supervisor – subordinate relationship
- Employment of immediate family members may not create a potential for adverse impact on work performance
- Employment of immediate family members may not create a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee, and applies to romantic relationships as well.

If an employee becomes an immediate family member or establishes a romantic relationship with another employee, an employee may continue his/her employment as long previously stated conditions are met. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Park District to which one of the employees may be transferred. The Park District will decide in its sole discretion who will remain employed.

## **1.8 INTRODUCTORY EMPLOYMENT PERIOD**

Everyone goes through an initial period of adjustment in order to learn about the Park District and about duties and responsibilities of their job. This time allows an employee to find out if they are well-suited to a new position, or one to which they have been reassigned, or one that they have been promoted into.

The Introductory Employment Period also gives a Supervisor a reasonable period of time to evaluate an employee's performance, including determining if they possess the aptitude and attitude necessary to meet the required standards and expectations of the position. The Introductory Employment Period is up to six months, and is applicable upon initial employment, reassignment of position or duties, or promotion.

Employees' immediate Supervisor will utilize the Introductory Employment Period to assist them in adjusting to their new position and for orientation and training. If a Supervisor concludes that you, as an employee, is not progressing or performing satisfactorily during this period, an employee's employment may be terminated. Under appropriate circumstances, the Introductory Employment Period may be extended. Employment is not for any specific time and may be terminated at will, with or without cause and without prior notice.

At the end of the Introductory Employment Period, an employee and their Supervisor will discuss an employee's performance, continuation or end of introductory status, performance improvement plan, reassignment, or separation of employment. Provided an employee's job performance meets the expectations of the Park District, an employee will continue as an at-will employee. Successful completion of the Introductory Employment Period does not guarantee continued employment for any specific period of time or otherwise create an employment contract between an employee and the Park District.

During an employee's introductory period they will complete an orientation process. The orientation process may include training required by both governmental regulations and compliance with the regulations and guidance offered by the Park District Risk Management Agency (PDRMA). Employees will be required to sign an Employee Orientation Checklist to confirm that they have received and understand the necessary material.

The purpose of an Orientation is to introduce you to the District's vision, mission, and goals and explain your role in achieving them.

## **1.9 CORE HOURS & BREAKS**

Many jobs within the Park District have hours which are outside what is considered regular business hours. Supervisors will schedule shifts to maximize great customer service, and effective

management of a facility or program. Supervisors will establish, reassign, and arrange work schedules, lunch periods and reasonable rest periods during each workday that are consistent with the District's operational needs.

## **1.10 CLASSIFICATION OF PERSONNEL**

### **1-10.1 Full-Time or, Full-Time-Equivalent (FT or FTE)**

Employee positions are designated as Full-Time (FT), or Full-Time-Equivalent (FTE), by the Executive Director. They are generally scheduled to work at least 30 hours per workweek, for four consecutive calendar quarters during a calendar year. FT or FTE employees may be required to work additional hours as necessary to complete all assigned tasks and as-needed during busy periods. These employees are eligible to receive full benefits and will receive Paid Time Off (PTO) hours. They are required to participate in the IMRF Pension Program. FT, and FTE employees are classified under one of the following two categories depending on their responsibilities, and in accordance with all Federal and State laws:

- *Full-Time, or Full-Time-Equivalent Exempt* employees are classified as such if their job duties are exempt from the overtime and compensatory provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. While Exempt employees receive a salaried amount of pay each pay period, they must also utilize a time clock and/or time sheets to document hours worked.
- *Full-time, or Full-Time Equivalent Non-Exempt* employees receive overtime pay or compensatory time in accordance with Federal and State Wage and Hours Laws, and the Park District's overtime and compensatory time policies. Their salaries are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

Seasonal, Part-Time, and Regular-Part-Time employees are excluded from the Full-Time, or Full-Time-Equivalent classification regardless of the number of hours worked.

### **1-10.2 Regular-Part-Time (RPT)**

Employee positions are designated as Regular-Part-Time (RPT) by the Executive Director. RPT employees are generally scheduled to work at least 25 hours per workweek, in four consecutive calendar quarters during a calendar year, in one single, qualifying position with a minimum of 1,300 hours, but less than 1,560 hours, annually. RPT employees may be required to work additional hours as necessary to complete all assigned tasks as needed during busy periods. These employees are eligible to receive partial, pro-rated benefits and will receive prorated PTO hours based on their scheduled hours. They are also required to participate in the IMRF Pension Program. RPT employees are classified under one of the following two categories depending on their responsibilities and in accordance with all Federal and State laws:

- *Regular Part-Time Exempt* employees are classified as such if their job duties are exempt from the overtime and compensatory provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. While

Exempt employees receive a salaried amount of pay each pay period, they must also utilize a time clock and/or time sheets to document hours worked.

- *Regular Part-Time Non-Exempt* employees receive overtime pay or compensatory time in accordance with the Park District's overtime and compensatory time policies. Their salaries are calculated on an hourly basis. Non-exempt employees must utilize a time clock and/or time sheets to document hours worked.

### **1-10.3 Part-Time IMRF Qualifying**

Employee positions are designated as Part-Time IMRF Qualifying (PT IMRF) by the Executive Director. Employees are generally scheduled for 20 hours per workweek, may or may not work four consecutive calendar quarters, and may or may not work in more than one position. They work at least 1,000 hours but less than 1,300 hours annually.

### **1-10.4 Part-Time, or Seasonal**

Employee positions are designated as Part-Time (PT) or Seasonal by the Executive Director or the Board of Commissioners. Employees are generally scheduled for less than 20 hours per workweek, or do not work four consecutive calendar quarters during a calendar year in one single qualifying position, or are under a short-term status, or employed for a specific function or project, or for a temporary and limited period of time, and work less than 1,000 hours annually.

- *Part-Time Non-Exempt, or Seasonal Non-Exempt* employees are paid by the hour with no compensatory time rights. Overtime will be paid in accordance with all Federal and State laws. The Park District does not guarantee that this employee will be rehired in a subsequent season or if rehired, for the same position, or rate of pay.

## **1.11 HIRING PROCEDURES**

The Park District wants to hire and retain the best available, suitable and qualified individuals for all staff positions determined. As such, the Park District retains the right to reorganize departments or reassign responsibilities within a department or position from time to time in order to best serve the public and best utilize its resources; and to best help all employees reach their full potential.

### **1-11.1 Position Vacancies**

A list of open positions will be maintained by HR. The Park District may post vacancies on its website or through other practical avenues. The Park District may recruit applicants from both current staff, and from outside of the District.

### **1-11.2 Professionalism of Staff**

The Carol Stream Park District prides itself on maintaining a high degree of professionalism in its staff. This includes personal character, pursuit of education and expanding knowledge, ethical conduct, and commitment to innovation. All staff are encouraged to continually develop themselves with education, applicable certification and extensive networking.

### **1-11.3 Transfer and Promotion**

Employees interested in a particular job opening should apply, through the Park District's website. They should also notify their immediate Supervisor of their intentions. All transfers and advancement will be made on the basis of ability, attitude, aptitude and other relevant job-related criteria. Please note that employees requesting a transfer or promotion may be subject to the same selection process and employment test requirements as outside applicants.

### **1-11.4 Proof of Right to Work**

Park District employees are required to provide adequate documentation of their eligibility to work in the United States. All new employees will be required to furnish the Park District with proof of citizenship or right to work by completing the Federal Form I-9 and providing appropriate supporting documentation.

### **1-11.5 Proof of Birth Date**

All employees are required to furnish the Park District with certified proof of date of birth at the time of employment.

### **1-11.6 State Criminal Conviction Background Check and Conviction Record**

The Park 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 Park District. Any other conviction(s) shall not automatically disqualify the applicant from consideration, but rather, the conviction(s) will be considered in relationship to the specific job.

Applicants may be required to submit fingerprints and/or other identification information in order to facilitate such an investigation. All information concerning the record of convictions shall be confidential and will only be transmitted to those persons who are necessary to the decision process.

Employees are also responsible for notifying their immediate Supervisors and HR of any convictions that occur during the course of their employment. Pursuant to statute, any conviction of offenses while employed by the Park District enumerated in subsection (c) of said statute may disqualify an employee from continued employment. Any other conviction(s) shall not automatically disqualify the applicant from employment, but rather, the conviction(s) will be considered in relationship to their specific job. Failure to notify the Park District may lead to disciplinary action up to and including termination.

### **1-11.7 Driver's License Abstract and Driver's License Status**

Any employee who may be expected to drive either their personal vehicle or a Park District vehicle in the course of their normal duties will be required to have a valid Illinois Driver's License with the proper classification for the vehicle(s) an employee is expected to operate. Before such an employee has started work, and generally on an annual basis thereafter, the Park District will request a driver's license abstract review from the Illinois Secretary of State's office.

If an employee is required to possess a valid Illinois Driver's License, they must notify their immediate Supervisor of any change in the status of their license. If at any time during an employee's employment they are convicted of driving under the influence or for a moving violation, they must notify their immediate Supervisor and HR in writing within three days of the incident. Driving suspension or restrictions will be applied as outlined in "Section 16.1 Fleet Safety" of the Carol Stream Park District's Safety Manual. Loss of driving authorization may result in disciplinary action up to and including discharge for those employees where driving is primary to the function of your job. Failure to disclose any change in status may also result in disciplinary action up to and including termination of employment.

### **1-11.8 References**

Information provided by the Park District in response to requests for employment references will generally be limited to candidate's employment starting date, ending date, job title, and job description only by HR.

### **1-11.9 Application and Selection Process**

Individuals interested in an open position must complete an application for employment. The initial application may consist of a Park District application form, a letter and/or resume. Applicants, including current employees, are required to furnish information and complete any and all forms deemed necessary to satisfactorily inform the Park District of an applicant's qualifications and suitability for a position.

An employment application and/or resume will be on file for every employee. The provision of false, incomplete or misleading information in the employment application or other materials submitted in connection with an application or in response to any questions, no matter when discovered, may result in a non-hire decision, rescission of an offer of employment, or dismissal of an employee.

The selection process involves an evaluation of the applicant's apparent qualifications for the position sought. The Park District bases employment, advancement, and promotion decisions on a person's apparent suitability for the position including, without limitation, his or her past performance, future potential, and their aptitude and attitude.

The selected applicant may be given a formal, written offer of employment which will include the job title, expected starting date, starting rate of pay and any other details related to the position. The offer of employment will be contingent upon the individual's successful completion of one or more pre-employment tests and criminal background checks applicable to the position as described below. A copy of the offer letter will be included in an employee's personnel file. This employment offer does not constitute an offer for an actual or implied employment contract and will not change or modify the at-will employment relationship between an employee and the Park District.

## **1.12 PRE-PLACEMENT TESTING**

### **1-12.1 Medical Examination & Drug Testing**

One or more tests may be required of employees hired for certain positions, including without limitation, transferred and promoted employees.

The Park District requires certain employees to successfully complete a medical examination after a position has been offered to an employee, but prior to starting employment. This medical examination is necessary to determine if an employee can perform the essential functions of the job offered to him or her with or without reasonable accommodations on the part of the Park District. The Park District will also require drug testing for all applicants offered a Full-Time, Full-Time Equivalent or Regular Part-Time position with the Park District and any other positions deemed in the sole discretion of the Park District as necessary to ensure the safety of the patrons, workers, and general public.

A physician of the Park District's choice and at Park District expense will perform the examination. Employees must consent to the disclosure of the physician's findings, conclusions, and opinions to the Park District. An employee's medical records will be maintained in a separate confidential file. Information contained in an employee medical file will not be released or disclosed without an employee's written consent, by court order, or except to persons with a lawful right or need to know.

Employees may be required to undergo subsequent medical examinations when such examinations are job-related and consistent with business necessity. Such examinations will be conducted under the same procedures and guidelines as outlined above for pre-employment medical examinations.

### **1-12.2 Commercial Driver's License (CDL) / Regulated & Random Screening**

Employees who are required to have a commercial driver's license (CDL) for their position with the Park District will be required to undergo a pre-employment Department of Labor (DOT) physical, and a pre-employment DOT Regulated Drug Screening. In addition, they will be enrolled in a random drug screening pool and will be tested in accordance with the Park District's Alcohol and Drug Procedures for CDL Employees, which is attached to the Manual as Appendix B.

## **1.13 REASSIGNMENTS AND RESCHEDULING**

The District reserves the right to reassign, transfer or schedule employees to different positions or shifts based on the needs of the position, and to serve the best interests of the Park District.

## **1.14 ETHICS POLICY**

In compliance with the Illinois General Assembly's State and Officials and Employees Ethics Act (Public Act 93-615 effective 11/19/2003, as amended by Public Act 93-617, effective 12/9/2003), the Carol Stream Park District has implanted this Employee Ethics Policy regulating ethical conduct, political activities and the solicitation and acceptance of gifts by employees. To review

this entire Act, see Appendix H – Ordinance No. 361 - An Ethics Ordinance of the Carol Stream Park District, DuPage County, Illinois.

#### **1-14.1 Solicitations and Distributions**

Employees may not solicit any other employee during working time. Working time does not include meal periods, breaks or time before or after an employee is working. An employee should not disturb the work of others to solicit or distribute literature to them during their working time. Excluded are community organizations, youth organizations, or non-profit activities that do not disturb or interfere with the workday.

### **1.15 CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT**

The Carol Stream Park District expects all employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the Park District. Business dealings that appear to create a conflict between the interests of the Park District and an employee are unacceptable. The Park District recognizes the right of employees to engage in activities outside of their employment which are of a private nature and unrelated to our business. However, an employee must disclose any possible conflicts so that the Park District may assess and prevent potential conflicts of interest from arising. A potential or actual conflict of interest occurs whenever an employee is in a position to influence a decision that may result in a personal gain for an employee or an immediate family member (i.e., spouse or significant other, civil union partner, children, parents, siblings, or comparative step-family) as a result of the Park District’s business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones, which most frequently present problems. If an employee has any question whether an action or proposed course of conduct would create a conflict of interest, they should immediately contact HR to obtain advice on the issue. The purpose of this policy is to protect employees from any conflict of interest that might arise.

A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

#### **1-15.1 Employment in More than One Department**

Full-Time, Full-Time-Equivalent, and Regular-Part-Time employees are hired for a specific position in a department, and may not hold more than one position at a time within the District.

Part-Time, and Seasonal employees may be employed in more than one department, or in more than one position as long as the following conditions are followed:

- An employee’s primary job is not compromised in any manner
- An employee receives written, advance permission from your immediate Supervisor
- An employee does not exceed 1,000 hours per calendar year

Permission may be subsequently revoked, however, if the Park District determines in its sole discretion that such additional job adversely interferes with your primary job.

## **1-15.2 Outside Employment**

Full-Time, Full-Time Equivalent, and Regular Part-Time employees are required to obtain written approval from their Supervisor before participating in outside work activities. Approval will be granted unless the activity conflicts with the Park District's interest. In general, outside work activities are not allowed when they:

- Prevent an employee from fully performing work for which they are employed at the Park District, including overtime assignments;
- Involve organizations that are doing or seek to do business with the Park District, including actual or potential vendors or customers; or
- Violate provisions of law or the Park District's policies or rules.

From time to time, Park District employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, an employee's obligations to the Park District must be given priority. Full-Time, Full-Time Equivalent, and Regular Part-Time employees are hired and continue in the Park District employ with the understanding that the Park District is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of the Park District is strictly prohibited.

## **1-15.3 Reporting Potential Conflicts**

An employee must promptly disclose actual or potential conflicts of interest, in writing, to their Supervisor. Approval will not be given unless the conflict will not interfere with an employee's duties or will not damage the Park District.

## **1.16 WORK PRODUCT OWNERSHIP**

All Carol Stream Park District employees must be aware that the Park District retains legal ownership of the product of their work. No work product created while employed by the Park District can be claimed, construed, or presented as property of the individual, even after employment by the Park District has been ended or the relevant project completed. This includes written and electronic documents, audio and video recordings, and also any concepts, ideas, or other intellectual property developed for the Park District, regardless of whether the intellectual property is actually used by the Park District. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (*e.g.*, on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of the Carol Stream Park District.

## 1.17 PERFORMANCE EVALUATIONS

### 1-17.1 Purpose

The Park District has a formal performance appraisal system for Full-Time, Full-Time Equivalent, and Regular Part-Time, and year-round Part-Time employees (excluding seasonal) to provide a means of attempting to evaluate an employee's performance and progress. The performance appraisal assists the Park District in making personnel decisions related to such matters as promotions, transfers, demotions, terminations, and salary adjustments. Performance appraisals become, and are, an essential part of an employee's personnel records. Seasonal employees may be reviewed at the Supervisor's discretion at the end of said season; salary adjustments may be made in the event employee is rehired for subsequent seasons.

### 1-17.2 Frequency

Generally, employees will receive a performance review at least annually. If an employee's job responsibilities change substantially at any time after the annual work review, however, another review may be performed before the next year. If an employee is placed on 'probationary status' or a 'performance improvement plan', or is absent due to a Personal Leave or Family Medical Leave, it may delay the regular review process. Formal evaluations generally will be conducted by an employee's immediate Supervisor on a pre-determined annual schedule as set forth by the Executive Director.

### 1-17.3 Review Outcomes

***Satisfactory Review:*** If an employee receives a satisfactory review, they may be eligible for a merit pay increase. The next review will take place at the time of the Park District's annual review process.

***Unsatisfactory Review:*** If an employee receives an unsatisfactory formal performance evaluation they will be ineligible for a merit pay increase and may be subject to disciplinary action up to and including discharge.

An employee that receives an unsatisfactory review may be placed into probationary status for a period not less than three months and not more than six months. During this period, an employee will be provided with specific written expectations from their immediate Supervisor explaining required improvements to their performance. Regularly scheduled meetings will take place to review performance during this probationary period. Upon conclusion of this period, an employee will receive a special performance evaluation and will either be returned to normal employment status, or be discharged for unsatisfactory performance.

## 1.18 PERSONNEL FILES

A personnel file will be established for each employee. All pertinent employment information and forms will be contained in this file. Medical and benefit records will be maintained in a separate file. Information contained in an employee's files will not be released or disclosed without their

written consent, except to persons with a lawful right or need to know, including without limitation, pursuant to a court order.

An employee may review their personnel file in accordance with applicable law and established Park District procedures. If an employee wishes to review their personnel file, they should contact HR.

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

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person(s) to contact in case of emergency
- Other personal information that the Park District needs to know to contact an employee or properly administer its benefits programs or general operational concerns
- Immigration status (if his or her eligibility for employment in the United States is affected).
- Change in Driver's License status

An employee should immediately notify the HR of any changes in pertinent information.

## **1.19 CHILD LABOR LAWS: EMPLOYMENT OF MINORS**

It is a preference of the Carol Stream Park District to hire employees who are 16 years of age and older. In rare cases where an exception is made, the Carol Stream Park District will comply with all Federal and Illinois Child Labor Laws regarding the employment of minors.

All minors under age 16 must have an Employment Certificate (Work Permit) before they will be allowed to work for the District. The Employment Certificates are issued by the Superintendent of Schools or a duly authorized agent.

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

Federal and Illinois Child Labor Laws mandate that a minor cannot work the following hours:

1. When school is in session, children 14 and 15 years of age may work:
  - Up to 3 hours per day;
  - Up to 24 hours per week; and
  - The combined hours of school and work may not exceed 8 hours per day.
2. When school is NOT in session (including summer vacations, holidays and weekends), children under the age of 16 may NOT work:
  - More than 8 hours per day;
  - More than 6 days per week; nor

- More than 48 hours per week.
- 3. Allowed hours of work are 7am to 7pm except between June 1st and Labor Day, when working hours may be extended to 9pm.
- 4. A scheduled meal period of at least 30 minutes shall be provided no later than the 5th consecutive hour of work.

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

Any Supervisor in violation of this policy will be subject to disciplinary action up to and including termination.

## **1.20 USE OF ALCOHOL**

It is the policy of the Carol Stream Park District that employees shall not possess alcoholic beverages in the workplace or consume alcoholic beverages in association with the workplace or during work time.

- Employees are expected to report for work and remain at work in condition to perform assigned duties free from the effects of alcohol.
- Alcohol abuse and its physiological effects represent a threat to the well-being and security of employees and could cause extensive damage to the Park District's reputation and community standing.
- Any involvement with alcohol that adversely affects the workplace or the work environment will not be tolerated.
- Off-the-job alcohol abuse that could have an adverse effect on an employee's job performance or that could jeopardize the safety of other employees, the public, Park District equipment, or the Park District's relations with the public will not be tolerated.

The use of alcohol during working hours is strictly prohibited. The use or personal possession (e.g., on the person or in a desk, or vehicle) of alcohol during work time or on Park District property is subject to disciplinary action up to and including termination of employment.

Employees in positions which may have an effect on public safety are also subject to Consent to Drug Testing and upon employment, will be required to sign a release for such testing, see Appendix C.

For all employees, alcohol consumption is prohibited during the workday, including rest periods and meal periods. Notwithstanding this, there may be occasions, removed from the usual work setting, at which it is permissible to consume alcohol in moderation, with management approval.

Employees who consume alcohol under such circumstances shall not report back to work during that workday.

## **1.21 CONTROLLED SUBSTANCE AND DRUG TESTING**

In conjunction with the requirements of federal and state Drug Free Workplace Acts (41 U.S.C.A. & 701 *et seq.* and 30 ILCS 580/1 *et seq.*), it is the policy of the Carol Stream Park District to maintain a safe, drug-free work environment conducive to effective business operations. The Park District requires that its personnel and operating practices be consistent with the highest standards of health and safety. To meet these objectives, the Park District has adopted the following substance abuse policy for all employees.

### **1-21.1 Definition of Drug**

We maintain a strong commitment to programs that promote safety in the workplace, and employee health and well-being. While we hope that all employees with a substance abuse problem will voluntarily submit to available treatment, certain guidelines must be set to cover instances where employees do not acknowledge their problems and seek help or instances where employees engage in prohibited conduct while on District premises. Therefore, in an effort to maintain the high standards of health and safety to which we are committed, we have defined our policy and rules of acceptable conduct in this sensitive area.

There are a number of good reasons for this policy. An employee who is under the influence of drugs and/or alcohol poses a serious threat to his or her own safety and the safety of others. Also, a person cannot do his or her job properly while working under the influence of drugs or alcohol. Your personal protection, the protection of others and the quality of your work are very important to all of us. Equally important is the fact that the use of certain drugs and narcotics is unlawful.

The use of the term “drug” in this policy refers to both legal and illegal controlled substances unless the legal use is pursuant to the instruction of a medical professional licensed to prescribe or advise individuals on the use of drugs who has been informed of an employee’s job duties and has advised that the substance does not adversely affect an employee’s ability to safely perform his or her job. The term “drug” also includes, but is not limited to, marijuana, cocaine, PCP, heroin, morphine, amphetamines and barbiturates. While the Park District will not penalize an employee solely for his or her status as a registered qualifying patient under the Compassionate Use of Medical Cannabis Pilot Program Act, any employee who is a registered qualifying patient is nevertheless required to comply with this Policy and is subject to discipline up to and including discharge for violations of this policy.

- 1) The use, sale, purchase, manufacture, distribution, dispensation, transfer, or possession of non-prescribed drugs, prescribed marijuana, controlled substances, or alcohol, is prohibited on Park District premises, and is cause for immediate discharge. Park District premises includes all job sites, land, property, buildings, structures, installations, parking lots, machinery, vehicles or other means of transportation owned or managed by or leased to Park District or otherwise being utilized for the Park District business, and private vehicles while parked or operated on the Park District premises.

- 2) Employees are prohibited from working with any detectable amount of alcohol or drug in their system. Employees are also prohibited from consuming any amount of alcohol or drugs during working time or during breaks. Any employee violating this prohibition will be subject to disciplinary action up to and including immediate discharge. (Consequently, employees are not allowed to consume alcohol or prescribed marijuana during lunch.)
- 3) Employees must not perform safety-sensitive duties if they are aware of any medical condition or have used alcohol or a drug (including prescribed medicine or marijuana) that may adversely affect their ability to perform such duties or that may affect safety, employees, or the public.
- 4) At Park District-approved or Park District-related functions or meetings (i.e., functions or meetings with existing or potential clients, vendors or customers) during which alcohol is served, moderate consumption is allowed, but reasonable standards of conduct must be maintained. However, in such situations (or any other situation), under no circumstances may an employee operate an automobile owned or leased by the Park District or rented by the Park District or an employee for business purposes while intoxicated or under the influence of alcohol, even if outside of working hours. Any employee violating this prohibition will be subject to disciplinary action up to and including immediate discharge.
- 5) The Park District reserves the right to inspect packages, bags, briefcases, desks, lockers, automobiles, etc., where there is a reasonable belief that illegal drugs or alcohol may be present on Park District property. An employee's failure to cooperate with an investigation may result in disciplinary action, including but not limited to immediate discharge.
- 6) An employee suspected of being under the influence of a controlled substance due to specific articulable symptoms (e.g., symptoms of an employee's speech, physical dexterity, agility, coordination, demeanor, irrational or unusual behavior, negligence or carelessness in operating equipment or machinery, disregard for the safety of an employee or others, , disruption of a production or manufacturing process, or carelessness that results in any injury to an employee or others), or an employee who is involved in an on-the-job accident which results in property damage or which requires medical treatment, may be required to take a medically approved test(s), to be given by authorized medical personnel, to determine whether the Park District's Drug and Alcohol Policy has been violated.
- 7) Employees subject to Department of Transportation (DOT) regulations must comply with DOT's Drug and Alcohol Testing Policy.
- 8) Employees will be afforded a reasonable opportunity to contest a positive drug and/or alcohol test. However, an employee's refusal to submit to a drug and/or alcohol test may result in disciplinary action, up to and including immediate discharge. Refusal includes refusing to report immediately to the testing location upon request, refusal to sign a medical test authorization form as required by the

Park District, refusal to provide specimens unless medically incapable of doing so, and/or attempts to falsify or interfere with the testing process, including failure to comply with instructions or attempting to substitute, dilute, or otherwise change specimens to be tested. Employee consent to testing under this policy will not act as a waiver of disciplinary action, up to and including discharge.

- 9) While the Park District awaits the results of a drug and/or alcohol test, an employee may be suspended without pay. In this situation, if the results of the test are negative, an employee will be reimbursed for regular working time lost due to taking the test(s). Further, the fact that an employee took such test, and the results thereof, shall not be used against an employee.
- 10) If an initial test is positive, a second test will be conducted from the sample, or a second sample may be required. A confirmed positive drug and/or alcohol test may result in disciplinary action up to and including immediate discharge. An employee may also submit a written request for a confirmatory retest of the original sample at his or her own expense at an appropriately certified laboratory. Such written request must be received by the Park District within five working days of the date of the original test result notice. Any such retest would be in addition to the Park District's confirmation test described above.
- 11) An employee may be disciplined (up to and including discharge) for violation of the Park District's Drug and Alcohol Policy, in the absence of a test, based on other evidence, including but not limited to observed conduct and symptoms.
- 12) Employees who are convicted for off-the-job drug-related activity may be considered to be in violation of this policy. Employees shall notify the Park District of any criminal drug statute conviction no later than five days after such conviction. In deciding what action to take, the Park District will conduct an individualized assessment of the situation and consider the nature of the charges, the nature of an employee's present job assignment, an employee's record with the Park District, the impact of an employee's conviction on the Park District and any other factor the Park District may deem relevant. The Park District will only take employment actions related to convictions which are job related and consistent with business necessity.
- 13) Alternatively, and in keeping with the Park District's desire to encourage treatment and rehabilitation where possible, the Park District may require a convicted employee to successfully complete an approved drug rehabilitation program in lieu of other disciplinary action.
- 14) Employees with substance abuse problems are encouraged to contact their Supervisor for counseling and possible referral for treatment. The Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if an employee is not in violation of the Park District's Drug and Alcohol Policy or other rules of conduct. The cost of such treatment is at an employee's expense (subject to possible coverage, if any, by group health insurance). Seeking

such assistance will not be a defense for violating the Park District’s Drug and Alcohol Policy, nor will it excuse or limit an employee’s obligation to meet the Park 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. If an employee, in the course of employment, enters a substance abuse rehabilitation program, an employee may be required to submit to testing for substance abuse as a follow-up to such a program. Advance notice of testing will not be given to an employee. Refusal to be tested will be grounds for discipline, up to and including immediate discharge.

## **1.22 MODIFIED DUTY PROGRAM**

The Park District is committed to providing employees with available and reasonable opportunities to maintain career and employment status and benefits, and to maximize the Park District’s ability to provide its services offered to the public. To that end, we have developed a Modified Duty Program Policy for employees who have sustained injuries or illnesses, which is attached to this Manual as Appendix D.

The purpose of the Modified Duty Program is to provide a TEMPORARY modified work assignment, when feasible, available and applicable. The feasibility of modified duty will be determined on a case-by-case basis, taking several factors into consideration, and is the sole discretion of the Park District. These factors include, but are not limited to, the aptitude of an employee, the specific physical or mental limitations, the essential functions of the temporary job assignment, the work environment and the ability of the Park District to provide accommodation. Modified duty may not be available in all cases. Noncompliance or failure to cooperate with the Modified Duty Program may affect your workers compensation benefits and result in possible disciplinary action, up to and including dismissal.

## **1.23 ABUSED AND NEGLECTED CHILD REPORTING ACT**

It is the policy of the Carol Stream Park District to fully comply with the State of Illinois Abused and Neglected Child Reporting Act (“Act”) codified in 325 ILCS 5/4 et seq. Under the Act, “recreational program or facility personnel” are mandated reporters. As such, the District will make every reasonable effort and precaution to prevent, detect and handle cases of suspected child abuse and neglect for children who participate and use District programs, areas and facilities and will ensure that any such cases get reported to the Illinois Department of Children and Family Services (“DCFS”) in accordance with the Act. Employees of the District shall sign an Acknowledgement Form stating that they are familiar with their responsibilities as mandated reporters under the Act. The complete training, supervision, and reporting procedures in addition to procedures for handling of allegations is outlined in Appendix E.

## **1.24 IDENTITY PROTECTION POLICY**

The purpose of this policy is to protect social security numbers from unauthorized disclosure. Regarding the use of social security numbers, the Carol Stream Park District intends to comply with the provisions of the Identity Protection Act (5 ILCS 179/1 et seq.).

### **1-24.1 Requirements**

- a. All employees who have access to social security numbers in the course of performing their duties must be trained to protect the confidentiality of social security numbers. Training will include instructions on the proper handling of information that contains social security numbers from the time of collection through the destruction of the information.
- b. Only employees who are required to use or handle information or documents that contain social security numbers will have access to such information or documents.
- c. Social security numbers requested from an individual will be provided in a manner that makes the social security number easily redacted if required to be released as part of a public records request.
- d. When collecting a social security number, or upon request by the individual, a statement of the purpose or purposes for which the social security number is being collected and used will be provided.

### **1-24.2 Prohibited Activities**

No employee may:

- a. Publicly post or publicly display in any manner an individual's social security number. "Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.
- b. Print an individual's social security number on any card required for the individual to access products or services.
- c. Encode or embed an individual's social security number in or on any cards or documents, including, but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology.
- d. Require an individual to transmit his or her social security number over the Internet, unless the connection is secure or the social security number is encrypted.
- e. 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, 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 in this Section 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 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 this Section 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.

- f. Collect, use, or disclose a social security number from an individual, unless:
  - 1. Required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the social security number is otherwise necessary for the performance of that agency's duties and responsibilities;
  - 2. The need and purpose for the social security number is documented before collection of the social security number; and
  - 3. The social security number collected is relevant to the documented need and purpose.
- g. Require an individual to use his or her social security number to access an Internet website.
- h. Use the social security number for any purpose other than the purpose for which it was collected.

The prohibitions listed immediately above do not apply if:

- a. The disclosure of social security numbers is pursuant to a court order, warrant, or subpoena.
- b. The collection, use, or disclosure of social security numbers is in order to ensure the safety of other employees.
- c. The collection, use, or disclosure of social security numbers is for internal verification or administrative purposes.
- d. The collection or use of social security numbers is to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.

### **1-24.3 Public Inspection and Copying of Documents**

Notwithstanding any other provision of this policy to the contrary, all employees must comply with the provisions of any other state law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's social security number. This includes requests for information or documents under the Illinois Freedom of Information Act. Employees must redact social security numbers before allowing the public inspection or copying of the information or documents.

#### **1-24.4 Public Availability**

A copy of this policy shall be made available to the public upon request.

#### **1-24.5 Applicability**

This policy does not apply to the collection, use, or disclosure of a social security number as required by state or federal law, rule, or regulation.

### **1.25 WHISTLEBLOWER PROTECTION (SAFE-T ACT) POLICY AND PROCEDURES**

#### **1-25.1 Purpose**

Pursuant to § 4.1 of the Public Officer Activities Act, 50 ILCS 105/4.1 (the “Act”), the Carol Stream Park District protects the confidentiality of and prohibits retaliation against any full-time, part-time, or temporary employee or contractor who reports improper governmental action under the Act and this Policy. Confidentiality will be protected to the extent permissible by law unless waived by the employee. The Carol Stream Park District’s Auditing Official will manage and investigate complaints filed under the Act and this Policy in accordance with the following processes and procedures.

#### **1-25.2 Improper Governmental Action**

For purposes of this Policy, “improper governmental action” means any action by an employee of the Carol Stream Park District, an appointed member of a board, commission or committee, or an elected official of The Carol Stream Park District that:

- Is undertaken in violation of a federal or state law or local ordinance;
- Is an abuse of authority;
- Violates the public's trust or expectation of their conduct;
- Is of substantial and specific danger to the public's health or safety; or,
- Is a gross waste of public funds.

The action need not be within the scope of the official duties of the employee, elected official, board member, or commission member to be subject to a claim of improper governmental action.

Improper governmental action does not include the Carol Stream Park District’s personnel actions, including but not limited to: (1) employee grievances or complaints; (2) appointments, promotions, transfers, reassignments, or reinstatements; (3) restorations or reemployment; (4) performance evaluations; (5) reductions in compensation; (6) dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

### **1-25.3 Confidentiality**

The identity of an employee will be kept confidential to the extent allowable by law unless waived in writing by the employee.

The Auditing Officials may take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action.

### **1-25.4 No Retaliation**

The Carol Stream Park District will not retaliate against an employee or contractor who:

- Reports an improper governmental action under this Policy or the Act;
- Cooperates with an investigation by the Auditing Official related to a report of improper governmental action; or
- Testifies in a proceeding or prosecution arising out of an improper governmental action.

Prohibited retaliation means any adverse change in an employee's employment status or terms and conditions of employment. Retaliatory action includes, but is not limited to,: (1) denial of adequate staff to perform duties; (2) frequent staff changes; (3) frequent and undesirable office changes; (4) refusal to assign meaningful work; (5) unsubstantiated letters of reprimand or unsatisfactory performance evaluations; (6) demotion; (7) reduction in pay; (8) denial of promotion; (9) transfer or reassignment; (10) suspension or dismissal; or (11) other disciplinary action made because of an employee's protected activity under the Act.

### **1-25.5 Reporting Procedures**

To invoke the protections of the Act and this policy, any employee who is aware of an improper governmental action (as defined above) is required to make a **written** report of it to the Carol Stream Park District's Superintendent of Human Resources and Risk Management, who serves as our Auditing Official.

Further, any employee who believes that he or she is being retaliated in violation of the Act and this Policy must submit a **written** report regarding the retaliation to the Carol Stream Park District's Auditing Official, within 60 days of learning of the retaliatory conduct.

If the Auditing Official is the individual doing the improper governmental action, then a report may be submitted to any State's Attorney.

### **1-25.6 Investigation Procedures**

Upon receiving a report of alleged improper governmental action, the Auditing Official shall conduct a confidential investigation of report.

The Auditing Official will also notify the employee and all witnesses of the Carol Stream Park District's policy against retaliation for reporting alleged improper government action or participating in a related investigation or proceeding.

The Auditing Official may notify the Carol Stream Park District's corporate counsel and/or the General Counsel of the Park District Risk Management Agency of the report and seek legal advice regarding the report, investigation, and potential findings and remedies.

The Auditing Official may transfer a report of improper governmental action to another auditing official designee (including, but not limited to, the appropriate State's Attorney) for investigation if the Auditing Official deems it appropriate.

If the Auditing Official (or his/her designee) concludes that an improper governmental action has taken place or concludes that the any person has hindered the investigation, the Auditing Official shall notify in writing the Carol Stream Park District's Executive Director and any other individual or entity the Auditing Official deems necessary in the circumstances, including, for example, the President of the Board or other Board Commissioners.

If the Auditing Official determines that an employee has been subjected to retaliation in violation of the Act or this Policy, the Auditing Official may also reinstate, reimburse for lost wages or expenses incurred, promote, or provide some other form of restitution. In instances where the Auditing Official determines that restitution will not suffice, the Auditing Official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

The Auditing Official shall maintain records relating to the report, investigation, and findings confidential to the extent allowed by law and shall consult with the Carol Stream Park District's corporate counsel and/or PDRMA's General Counsel before disclosing such records to any third parties, including, but not limited to, pursuant to a request under the Illinois Freedom of Information Act (IL FOIA).

### **1-25.7 Other Duties of the Auditing Official**

The Auditing Official shall also ensure that each employee receives a written summary or a complete copy of § 4.1 of the Act upon hire and at least once each year of employment.

The Auditing Official shall also ensure that all employees receive a copy of this Policy upon hire and at least once each year of employment, as well as any updates to it, and sign a form acknowledging receipt.

The Auditing Official shall also be familiar with § 4.1 of the Act and any amendments thereto and shall comply with all requirements of the Act.

The Auditing Official shall also respond to questions from employees about this Policy.

## SECTION 2

### PAYROLL POLICIES AND PROCEDURES

#### 2.1 COMPENSATION PROGRAM

The Park District will maintain a wage scale for all exempt and non-exempt positions. This scale will be based on salary recommendations outlined in the Illinois Park & Recreation Association Annual Salary Survey, and will be developed in conjunction with other factors including but not limited to: geographic location, changes in cost of living, position comparisons. Without exception, all employees will be hired within the parameters of the wage scale. The Park District reserves the right to freeze or cap wages for business reasons. HR will be responsible for the preparation and maintenance of this scale. It will be reviewed and approved annually by the Executive Director.

Under usual and appropriate circumstances, Full-Time, Full-Time Equivalent, Regular Part-Time, and Year-Round Part-Time employees will be considered for salary adjustments on an annual basis, which will be based on several factors, including without limitation, performance. Any adjustments generally will be effective on a schedule predetermined by the Executive Director. Employees receiving an unsatisfactory performance evaluation are not eligible for any wage increase and may be subject to disciplinary action and up to and including dismissal.

The Department Heads may, at any time during the year, recommend a special adjustment to an employee's wages for reasons including but not limited to the end of an introductory period or addition of new duties or responsibilities and are subject to a Director's approval. All salary and wage decision are the sole discretion of the Park District.

#### 2.2 OVERTIME & COMPENSATORY TIME

Carol Stream Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA).

##### 2-2.1 Definition of Employees

**Exempt Employee** - An employee to whom the overtime provisions of the Fair Labor Standards Act do not apply.

**Non-Exempt Employee** - An employee subject to the overtime provisions of the Fair Labor Standards Act.

**Workweek** - The workweek begins at 12:01 am Saturday and ends at 12:00 midnight the following Friday.

### **2-2.2 Eligibility**

Non-exempt employees are entitled to overtime compensation or compensatory time off at the rate of one and one-half times their established pay rate for all hours worked in excess of 40 in a single workweek. For purposes of overtime calculation, “hours worked” shall not include any form of leave, or other non-working time, whether paid or unpaid. There may be an exception for certain staff in the case of pre-approved overtime during the week of a District Holiday (3-1.2) whereby holiday leave will then be counted as part of the forty hours worked in a single week when calculating overtime. Exempt employees are not eligible for overtime pay.

### **2-2.3 Overtime Obligations and Approval**

Because of the nature of the Parks and Recreation field and the public services to be rendered, employees may be required to work more than 40 hours per workweek. Depending on the Park District work needs, employees may be required to work overtime. Employees are required to work overtime when necessary and any employee’s unwillingness or refusal to do so may be cause for disciplinary action, up to and including dismissal.

For all non-exempt employees, prior approval of an employee’s immediate Supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action.

### **2-2.4 Overtime Compensation**

The Park District will compensate all non-exempt employees for overtime hours through overtime pay or compensatory time off. An employee may request to be either:

- Compensated with pay at the rate of one and one-half times the regular hourly rate for all hours worked in excess of 40 in a single work week; (In certain position, if overtime is pre-approved by management, District holiday hours will be counted as part of the forty hours in a single work week); or
- Compensated through compensatory time off at the rate of one and one-half hours for each hour worked in excess of 40 hours in a single workweek. The maximum compensatory time that may be accrued by an employee at any time is 80 hours (52.50 hours of actual overtime hours worked).

Compensatory time may be taken in lieu of overtime pay if authorized by and arranged in advance with an employee’s immediate Supervisor. Employees shall be permitted to use (compensatory) time within a reasonable period after making the request if the use of the compensatory time does not unduly disrupt the operations of the Park District. The immediate Supervisor, based upon whether the grant of such requests results in short staffing or other disruption of District’s operations, will generally determine the grant of an employee’s request for use of compensatory time. However, the Park District may, in its own discretion, elect to pay cash wages for overtime rather than permitting additional accruals of compensatory time.

## **2-2.5 Overtime Compensation for Pre-Approved Overtime During a District Holiday Week**

Although the FLSA does not require any leaves of absence such as vacation leave or sick leave to be considered as hours worked for overtime purposes, an exception will be made in the case of pre-approved overtime during a District holiday week. In certain position, when pre-approved overtime is granted by management during a District holiday week, the holiday leave hours will then be counted as part of the forty hours worked in a single week when calculating overtime.

## **2-2.6 Termination of Employment**

Upon termination of employment, payment for accrued compensatory time will be calculated at the average regular rate of pay for the final three years of employment or the final regular rate received by an employee, whichever is higher.

## **2.3 PAYMENT OF SALARY**

Salary payment is made biweekly for base salary due up to the pay date.

Paydays usually are biweekly on every other Friday.

\*Failure of non-exempt employees to submit time records as outlined in the Park District's Pay Period Schedule may result in delay of payment.

Overtime payment, which is included with the non-exempt employee's base salary payment, is also paid biweekly with such payment covering hours worked in the prior pay-period. (For additional explanations see section on overtime compensation.)

It is the Park District's policy that employee paychecks or direct deposit statements be mailed to their home, unless an employee has provided an email address for electronic delivery of direct deposit statements.

If the normal payday falls on a Park District-recognized holiday, paychecks will be distributed one workday prior to the aforementioned schedule. Under no circumstances will the Park District release any paychecks prior to the announced schedule.

A statement of earnings is given each pay period to employees indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions

The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Employee's Withholding Allowance Certificate. If an employee's marital status changes, home address changes, or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted to the Business Office.

Except for extreme emergencies and PTO pay, no salary advances will be made.

### **2-3.1 Lost Paycheck**

In the event of a lost paycheck, the Finance & Administration Office must be notified as soon as possible by an employee's Supervisor before a replacement check can be issued. In the event the lost paycheck is recovered and the Park District identifies the endorsement as that of an employee, an employee must remit the amount of the replacement check to Carol Stream Park District within 24 hours of the time it is demanded. Repeated instances of lost paychecks may result in an employee being responsible for bank fees, and/or disciplinary action.

### **2-3.2 Overpayment and Underpayment (Paycheck Errors)**

In the event that an error is made in an employee's paycheck resulting in an underpayment, a correction will be made on the pay period following the identification of the error. In cases where this delay in compensation would result in financial hardship to an employee, the correction to the underpayment will be paid to an employee on the following business day.

Similarly, in event that an error is made in an employee's paycheck resulting in an overpayment, it will be an employee's responsibility to immediately notify the Finance & Administration Office.

- If an employee is paid by check, they will be given the option of returning the incorrect paycheck and receiving a corrected replacement check.
- If an employee is paid through Direct Deposit, they must write a check to the District representing the refund of the overpayment.

Intentionally withholding information regarding overpayment may result in disciplinary action up to and including termination of employment.

### **2-3.3 Time Records**

The attendance of all employees is recorded daily and is submitted to the Finance & Administration Office bi-weekly in accordance with deadlines outlined in the District's Pay Period Schedule. Attendance records are Park District records, and care must be exercised in recording the hours worked, overtime hours, and absences. Employees are not to clock or sign in or out for other employees. Violations of this policy may result in appropriate disciplinary action, up to and including termination of employment.

- All employees must record the time they arrive/depart, each day, on his/her time record. Each employee is responsible only for his/her own record keeping.
- An employee's failure to submit a timecard in accordance with the deadlines outlined in the District's Pay Period Schedule may result in delayed payment of wages.
- Employees are not to clock or sign in or out for other employees. Recording another employee's time record or falsification of your own time record is against Park District rules and is grounds for disciplinary action, up to and including dismissal.
- Lunchtime is one hour unless otherwise indicated in the space provided on the time register (subject to your Supervisor's approval on a daily basis).

- Once an employee clocks or signs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records.
- If an employee forgets to clock or sign in or out, they must notify their Supervisor immediately so the time may be accurately recorded for payroll.
- An employee's Supervisor must approve overtime; employees with overtime entries that do not have prior approval will be subject to disciplinary action.

Exempt employees are not required to sign in or out; however exempt employees must keep track of hours worked including lunch breaks.

## **2.4 WORK SCHEDULES**

Department work schedules are established by the immediate Supervisor or Department Head based on the needs of the Park District. The number of working hours that will be scheduled is subject to the financial and staffing requirements of the Park District and employees are not guaranteed any specific number of hours per day or week. The responsibilities of certain positions may require an employee to be on call on a 24-hour basis. At the Park District's discretion, the Park District may change the work schedules.

Any change in work schedules or exchange of work periods among employees may not be made without the prior, written approval of the immediate Supervisor. Violation of this policy may result in disciplinary action, up to and including termination.

### **2-4.1 Work Schedules During Park District Holidays**

The Park District recognizes 12 holidays. In order to accommodate the needs of the patrons and the services offered by the District, certain employees may be required to work on such District holidays. The Park District reserves the right to arrange for employees to take alternate days off in lieu of the District holiday. Compensation for working a holiday will be made in compliance with the District's Compensation Program as outlined in Section 2-1, and 2-2.5 of this Personnel Policy Manual.

## **2.5 EMERGENCY CLOSINGS**

On occasion, due to inclement weather, national crisis, or other emergency, the Executive Director or appointed designee, may decide to close the District offices, or cancel programming for all or part of a normally scheduled workday. The Park District will attempt to notify employees of its closure through announcements on predetermined local area radio stations and Park District Website. Emergency closure is considered unpaid leave. Eligible employees may elect to use accrued vacation or personal time in lieu of unpaid leave. Each Department Director may exercise their discretion on a case-by-case basis in authorizing employees to work from home.

## SECTION 3

### TIME OFF BENEFITS

#### 3.1 PAID TIME OFF (PTO)

The Carol Stream Park District believes that you, our staff, are the key to what makes an organization great. While work makes up a large portion of your life, we believe that a balance between work and play is essential in maintaining quality performance and a fun work atmosphere. To help foster this idea, the Park District provides a Paid Time Off Plan (PTO). This plan is broken into several categories. It is available to Full-Time, Full-Time Equivalent, and Regular Part-Time employees. PTO is earned every pay period and available for use as it is earned in the various categories such as vacation, sick leave and personal days. For the purposes of this policy, the year is interpreted to start on January 1st after your date of hire. You will need to have PTO time available in your PTO “bank” to be eligible to use PTO. An exception may be granted for unpaid leave or paid leave using any time that you’ve accrued, with the approval of your immediate Supervisor and Department Head.

##### 3-1.1 Vacation

After three months of employment in a qualifying position, all Full-Time, Full-Time Equivalent, or Regular Part-Time employees will be eligible for five days of vacation and will begin accruing vacation time based on the 10 days per year rates shown in the tables below.

Vacation accrual amounts will change on January 1st of each year following your qualifying anniversary date.

All 40 hour/week, Full-Time employees will accrue the vacation hours according to the following table:

<u>On January 1 following:</u>	<u>Hours per Pay Period</u>	<u>Days per Year</u>
1 Year of service	3.08 Hours	10 Days
3 Years of service	3.70 Hours	12 Days
5 Years of service	4.62 Hours	15 Days
7 Years of service	5.54 Hours	18 Days
9 Years of service	6.15 Hours	20 Days
11 Years of service	6.46 Hours	21 Days
13 Years of service	6.77 Hours	22 Days
15 Years of service	7.08 Hours	23 Days
17 Years of service	7.38 Hours	24 Days
20 Years of service	7.69 Hours	25 Days

All 35 hour/week, Full-Time-Equivalent Employees will accrue the vacation hours according to the following table:

<u>On January 1 following:</u>	<u>Hours per Pay Period</u>	<u>Days per Year</u>
1 Year of service	2.69 Hours	10 Days
3 Years of service	3.23 Hours	12 Days
5 Years of service	4.03 Hours	15 Days
7 Years of service	4.85 Hours	18 Days
9 Years of service	5.38 Hours	20 Days
11 Years of service	5.65 Hours	21 Days
13 Years of service	5.92 Hours	22 Days
15 Years of service	6.19 Hours	23 Days
17 Years of service	6.46 Hours	24 Days
20 Years of service	6.73 Hours	25 Days

All 30 hour/week, Full-Time Equivalent Employees will accrue the vacation hours according to the following table:

<u>On January 1 following:</u>	<u>Hrs/ Pay Period</u>	<u>Days per Year</u>
1 Year of service	2.31 Hours	10 Days
3 Years of service	2.77 Hours	12 Days
5 Years of service	3.46 Hours	15 Days
7 Years of service	4.15 Hours	18 Days
9 Years of service	4.62 Hours	20 Days
11 Years of service	4.85 Hours	21 Days
13 Years of service	5.08 Hours	22 Days
15 Years of service	5.31 Hours	23 Days
17 Years of service	5.54 Hours	24 Days
20 Years of service	5.77 Hours	25 Days

All 25 hour/week, Regular-Part-Time Employees will accrue the vacation hours according to the following table:

<u>On January 1 following:</u>	<u>Hrs/ Pay Period</u>	<u>Days per Year</u>
1 Year of service	1.92 Hours	10 Days
3 Years of service	2.31 Hours	12 Days
5 Years of service	2.88 Hours	15 Days
7 Years of service	3.46 Hours	18 Days
9 Years of service	3.85 Hours	20 Days
11 Years of service	4.04 Hours	21 Days
13 Years of service	4.23 Hours	22 Days
15 Years of service	4.42 Hours	23 Days
17 Years of service	4.62 Hours	24 Days
20 Years of service	4.81 Hours	25 Days

Vacation time earned during the year may be carried over to the following year, with 10 days being the maximum. For full time employees this is 80 hours. For 35 hours/week employees this is 70 hours. For 30 hours/week employees this is 60 hours. For 25 hours/week employee this is 50 hours.

Vacation requests need to be submitted in writing to an employee's immediate Supervisor at least two weeks in advance. We ask that employees plan vacations so their absence will not be detrimental to the workflow of their department. An employee's Supervisor has the right to limit or deny vacation time off if they determine that it could be detrimental to the workflow of the department.

Holidays that occur during an employee's vacation shall not be deducted or counted towards an employee's vacation allowance. Employees will be paid for all earned but unused vacation time in the event his/her employment with the Park District ends.

### **3-1.2 Professional Experience Vacation Credit**

New Full-Time and Full-Time Equivalent, exempt employees may receive one half year of service credit for each year of full-time professional experience related to their Park District position prior to employment with the Carol Stream Park District. The amount of experience credit given will determine where an employee starts for accrual purposes under Years of Service on the vacation table listed above.

### **3-1.3 Holidays**

The Carol Stream Park District recognizes 12 paid holidays per calendar year:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Memorial Day	Christmas Eve Day
Independence Day	Christmas Day
Labor Day	New Year's Eve Day

If any of these holidays fall on a weekend then it will be the Executive Directors decision as to which alternate day of the workweek will be taken.

All Full-Time employees will be paid eight hours for the above holidays. Full-Time Equivalent and Regular-Part-Time employees will be paid for the holiday on a prorated basis according to their scheduled hours. Based on the nature of an employee's work, they may be asked to work on a holiday and be granted an alternate holiday day within that same pay period.

Non-Exempt Full-Time, Full-Time-Equivalent, and Non-Exempt Regular Part-Time employees, will be paid for the above holidays in accordance with the following guidelines.

If the eligible, non-exempt employee is not required to work on the holiday, he/she will be paid their regular hours for the above holiday.

If the eligible, non-exempt employee is required to work on one of the holidays previously listed, the immediate Supervisor will decide on whether to offer an alternate day as a holiday, or ask an employee to work the holiday without offering an alternate day off. This decision will be based on the operational needs of the District.

- If an employee is offered an alternate holiday, they will be paid at one and one-half times their regular rate of pay for the hours worked on the official holiday. They will be paid their regular rate of pay for the day they take as their alternate holiday.
- If an employee is not offered an alternate day to take as a holiday, an employee will be paid at two and one-half times their regular rate of pay for the hours worked on the official holiday.

If an eligible, non-exempt employee requests to work on one of the District Holidays listed above, and take an alternate day as their holiday, they will be paid their regular rate for both the day worked, and the day taken as an alternate holiday.

It is recommended that the alternate holiday be taken within the same pay period, but the immediate Supervisor has the authority to schedule the day at a time which meets the operational needs of the District.

If an eligible, non-exempt employee workweek hours exceed 40 during a week containing a holiday, they will receive overtime pay for any hours over 40 as outlined in Section 2-2.5 (Overtime During a Pre-Approved Park District Holiday).

### **3-1.4 Personal Days**

All Full-Time, Full-Time-Equivalent, and Regular Part-Time employees are granted two personal days each calendar year. Full-Time Employees will be paid for eight hours, seven paid hours for 35 hour/week Full-Time-Equivalent, six paid hours for 30 hour/week Full-Time-Equivalent employees, and five paid hours for 25 hour/week Regular Part-Time employees.

During the first calendar year of hire the number of personal days granted will be prorated according to the following schedule:

<b><u>Months Hired</u></b>	<b><u>Number of Personal Days</u></b>
January – April	2 Personal Days
May – August	1 Personal Day
September – December	0 Personal Days

Personal Days must be requested in writing on the appropriate forms. Employees should plan to take their personal day during a period when an employee's absence will not be detrimental to the workflow of the department. Written personal day requests are to be made to an employee's immediate Supervisor for consideration at least 24 hours prior to the time requested. The Supervisor has the right to deny personal time off if they deem that it could be detrimental to the workflow of the department.

Personal Days must be taken in minimum of one-hour increments. These personal days will not be carried over into the next calendar year. These hours will be paid out upon termination of employment but may not be taken during the two-week notice of resignation.

### **3-1.5 Sick Days**

All Full-Time, Full-Time-Equivalent, and Regular Part-Time employees will accrue sick leave. Sick leave shall not be considered a privilege that an employee may use at their discretion, but shall be allowed only in the case of actual illness of the employee or the employee's spouse, civil union partner, child, step-child, or dependent. Sick leave may also be taken for medical visits if required during working hours.

Eligible employees will earn 10 days per year. 80 hours for 40 hour/week Full Time Employees; 70 hours for 35 hour/week Full-Time-Equivalent Employees; 60 hours for 30 hour/week Full-Time-Equivalent Employees; 50 hours for 25 hour/week Regular-Part-Time Employees. A maximum of 400 hours of sick leave may be accumulated for 40 hour/week Full-Time Employees. Full-Time-Equivalent and Regular Part-Time employees will accumulate maximum sick hours on a prorated basis based of their scheduled hours.

To receive sick leave compensation, an employee shall notify their immediate Supervisor within one hour of an employee's scheduled start time on the day of an absence. Notification of sick leave must be noted on the appropriate form and submitted to the Human Resources and Payroll Department for processing, following an employee's return.

A doctor's note may be required for absences of more than three working days. An employee who is absent from work for 10 or more consecutive days must provide a physician's note indicating that an employee is able to resume normal work duties upon their return. When proof of illness is required or requested and not provided, the leave will not be charged to sick leave but will be charged as vacation leave and an employee may face discipline. If the length of the absence exceeds an employee's accrued vacation time, an employee will be placed on leave without pay.

Claiming sick leave or reporting sickness under false pretenses for an absence is subject to disciplinary action up to and including termination of employment.

If an employee exhausts their sick leave prior to being able to return to work, an employee may use accumulated vacation leave before applying for disability benefits under IMRF.

Sick leave will not be paid out at the time of termination of employment. An employee may not utilize sick leave during a two-week notice of termination and remain in good standing with the District. All remaining accumulated sick leave will be accumulated in a separate IMRF pool. All accumulated hours will be reported to IMRF toward service credit hours if an employee is retiring from an IMRF position within 60 days of separation.

### **3-1.6 Bereavement Leave**

In the unfortunate event of a death in the immediate family, a leave of absence of up to three days with pay will be granted to all 40 hour/week Full-Time employees. These three days are to be taken, if needed, within a reasonable time of the day of the death or the day of the services. All

Full-Time, Full-Time Equivalent and Regular Part-Time employees will be granted prorated hours based on their scheduled hours.

For this policy, immediate family is defined as listed below and includes comparative step-family:

Spouse

Civil Union Partner

Child

Parents (in-laws)

Siblings (in-laws)

Grandparents, Great Grandparents (in-laws)

Grandchildren

Employees should make their Supervisor aware of their situation within 24 hours of the need for the leave. Notification of bereavement leave must be noted on the appropriate form and submitted to the Finance & Administration office for processing, following an employee's return. Proof of death and relationship to the deceased may be requested.

### **3.2 BIRTHDAY HOLIDAY**

All Carol Stream Park District Full-Time, Full-Time-Equivalent, and Regular Part-Time employees are entitled to take a day off during the month of their birthday with prior notice to their direct Supervisor. 40 hour/week Full-Time employees will be compensated for an eight-hour day, and Full-Time-Equivalent and Regular Part-Time employees will be compensated on a pro-rated basis according to their regular scheduled daily hours.

### **3.3 JURY DUTY**

A leave of absence for jury duty will be granted to any employee who has been summoned to serve on a jury. An employee summoned to jury duty is expected to report to work any day they are excused from jury duty. An employee will not be required to report to work if an employee is released early from jury service, or to work a night shift after an employee has served the preceding day.

Upon receipt of the notice to serve jury duty, an employee should immediately notify their Supervisor, as well as HR. Additionally, a copy of the notice to serve jury duty should be attached to an employee's attendance record for attendance purposes.

Upon an employee's return from jury duty, an employee must notify their immediate Supervisor and HR and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when an employee cannot be away from work, the Park District may request that the court allow an employee to choose a more convenient time to serve if they make a request in accordance with the court's procedures. An employee must cooperate with this request.

The Park District will pay all Full-Time and Regular Part-Time employees for their time spent serving on jury duty. In return, an employee must return their compensation from the courts (less travel reimbursement) to the Park District.

### **3.4 MILITARY LEAVE**

An employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, or Reserves will be granted a leave of absence for military service, training or related obligations in accordance with applicable law.

Full-Time and Full-Time Equivalent employees may take leave without pay to participate in mandatory military training and duty in the United States Armed Forces for the actual duration of such training and duty. Employees on military leave may substitute their accrued paid leave for unpaid leave.

An employee must provide the Park District with at least 30 days advance written notice prior to the start of leave for military service except in cases of national emergency. Such notice must include, without limitation, a copy of your orders. Upon return to the Park District from military training, an employee must submit a statement signed by an appropriate military official indicating the time spent in military training and/or service.

If an employee is a member of the National Guard or of the United States Armed Services Reserve, they may be entitled to leave with pay when called into service by the President of the United States as provided by law. Employees are eligible for leave with pay, for not more than 10 working days, to take part in annual encampments or training cruises. If eligible, you will receive the difference between your regular salary and your base military pay. Employees should retain their military pay vouchers. Upon return, an employee must furnish official proof of pay during their tour of duty in order to receive pay from the Park District.

Employees inducted into the Armed Services of the United States under the Military Selective Service Act (or under any prior or subsequent corresponding law) for training and service shall receive military leave and reemployment benefits in accordance with applicable law. Employees who enlist in the Armed Services of the United States shall also receive military leave and reemployment benefits in accordance with applicable law.

During a military leave of less than 31 days, an employee will stay on the group health plan coverage under the same conditions as if an employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue their health coverage for up to 18 months of uniformed service, but may be required to pay all or part of the premium for the continuation coverage.

### **3.5 MILITARY FAMILY LEAVE**

Employees who are spouses, civil union partner, parents, grandparents or children of citizen soldiers called for active military duty in the Armed forces of the United States will be granted up to 30 days of unpaid leave of absence and re-employment rights as outlined in Appendix F of this Manual.

### 3.6 FAMILY AND MEDICAL LEAVE POLICY

1. If you have been employed by the Park District for at least 12 months (with no break in service of seven or more years except if related to USERRA covered military obligations and have worked at least 1,250 hours during the 12-month period preceding the start of the leave (which includes all periods of absence from work due to or necessitated by USERRA-covered service), and you work at or report to a work site which has fifty (50) or more Park District employees within a 75-mile radius of that work site, you are eligible for up to a total of 12 workweeks of unpaid leave during any rolling 12 month period for one or more of the following reasons:

- a. Because of the birth of your child and in order to care for such child (within 12 months after the birth of the child);
- b. Because of the placement of a child with you for adoption or foster care (within 12 months of the placement of the child);
- c. In order to care for your spouse, child, or parents if they have a “serious health condition;”
- d. Because of a “serious health condition” that makes you unable to perform the functions of your job; or
- e. Because of any “qualifying exigency” (as defined by the Secretary of Labor) arising out of the fact that your spouse, child, or parent is deployed on covered active duty in a foreign country (or has been notified of an impending call or order to covered active duty in a foreign country) in the Armed Forces, including the National Guard and Reserves.

2. **Serious Health Condition.** For purposes of this policy, “serious health condition” means an illness, injury, impairment or physical or mental condition that involves one of the following:

- a. **Hospital Care.** Inpatient care in a hospital, hospice or residential medical care facility, including any period of incapacity relating to the same condition;
- b. **Absence Plus Treatment.** A period of incapacity of more than three full consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition), that also involves either: (1) treatment two or more times (within 30 days and provided the first visit takes place within seven days of the first day of incapacity) by a health care provider, by a nurse or physician’s assistant under direct supervision of a health care provider, or by a provider of health care services under orders of, or on referral by, a health care provider; or (2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider (first visit to health care provider must take place within seven days of the first day of incapacity);

- c. Pregnancy. Any period of incapacity due to pregnancy, or for prenatal care;
- d. Chronic Conditions Requiring Treatment. A chronic condition which: requires at least two periodic visits for treatment per year by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; which condition continues over an extended period of time; and may cause episodic rather than a continuing period of incapacity;
- e. Permanent/Long-term Conditions Requiring Supervision. A period of incapacity which is permanent or long-term due to a condition for which treatment may be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider;
- f. Multiple Treatments (non-chronic conditions). Any period of incapacity to receive multiple treatment (including any period of recovery therefrom) by a health care provider or by a provider of health care services under orders of, or on referral by, a health care provider, either for restorative surgery after an accident or other injury, or for a condition that would likely result in a period of incapacity of more than three full consecutive calendar days in the absence of medical intervention or treatment.

3. Qualifying Exigency Leave. If you are an eligible employee (as defined above), you are entitled to take up to 12 weeks of unpaid FMLA leave for any qualifying exigency arising out of the fact that a military member is on covered active duty or called to covered active duty status in a foreign country. The leave described in this paragraph is available during a 12-month rolling period, and may be taken on an intermittent or reduced leave schedule basis. You will be required to provide a copy of the military member's active duty orders or other documentation issued by the military that indicates that the military member is on covered active duty or is called to covered active duty status in a foreign country and the dates of the military member's covered active duty service. Eligible employees may take all 12 weeks of his/her FMLA leave entitlement as qualifying exigency leave or the employee may take a combination of 12 weeks of leave for both qualifying exigency leave or any other qualifying reason listed above.

With respect to a Qualifying Exigency Leave:

- a. A "military member" means your spouse, son, daughter, or parent who is on covered active duty or called to covered active duty status in any foreign country in any of the Armed Forces, including a member of the National Guard or Reserves.
- b. A "qualifying exigency" includes the following broad categories: (a) short notice deployment; (b) military events and related activities; (c) childcare and school activities; (d) parental care; (e) financial and legal arrangements; (f) counseling; (g) rest and recuperation; (h) post deployment activities, including reintegration activities, for a period of 90 days following the

termination of active duty status; and, (i) additional categories that are agreed to by the employer and employee within this phrase.

- c. The phrase “son or daughter” is defined as your biological, adopted, or foster child, stepchild, legal ward, or child for whom you stood in loco parentis, of any age for qualifying exigency leave, who is on active duty or called to active duty status who is of any age. (Note: This definition is different from other sections of this FMLA policy). If the exigency leave is to arrange for childcare or school activities of a military member’s child, the military member must be the spouse, son, daughter or parent of the employee requesting the leave.
- d. A “parent” means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to you when you were a son or daughter but it does not include “parents in law.”
- e. Parental care – eligible employees may take leave to care for a military member’s parent who is incapable of self-care when the care is necessitated by the military member’s covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
- f. Rest and Recuperation – eligible employees may take up to fifteen days to spend time with a military member on Rest and Recuperation leave, limited to the actual leave time granted to the military member and supported by the Rest and Recuperation leave orders or other appropriate documentation issued by the military setting forth the dates of the leave.

4. Military Caregiver Leave. If you have been employed by the Park District for at least 12 months and have worked at least 1,250 hours during the 12-month period preceding the start of the leave, and you work at or report to a work site which has fifty or more Park District employees within a 75-mile radius of that work site, and you are a spouse, child (of any age for military caregiver leave), parent or next of kin of a Covered Service member, as defined below, you are entitled to a total of 26 workweeks of unpaid leave during a single 12-month period to care for the Covered Service member (including 12 workweeks for any other FMLA qualifying reason). The leave described in this paragraph shall only be available during a single 12-month period beginning as of the date the leave commences and ending 12 months after that date (and any unused amounts are forfeited).

Military Caregiver Leave may be permitted more than once if necessary to care for a different Covered Service member (or the same Service member with multiple or subsequent injuries or illnesses) up to a combined total of 26 workweeks in a 12-month period. However, your total available leave time in any single 12-month period generally may not exceed a combined total of 26 workweeks (including FMLA time off taken for any other reason); except as provided under the FMLA regulations. You will be required to timely submit a medical certification available from our HR Department or an invitational travel order or authorization from the Department of Defense

as a condition of receiving approved Military Caregiver Leave. NOTE: the 12-month computation period for this type of leave differs from the other types of FMLA leave.

With respect to Military Caregiver FMLA Leave:

- a. A “Covered Service member” means (1) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness, or (2) a covered veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces, National Guard or Reserves at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy, and who was discharged or released under conditions other than dishonorable.<sup>1</sup>
- b. “Outpatient status” means the status of a Covered Service member assigned to a military medical treatment facility as an outpatient or a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients.
- c. “Next of kin” means the nearest blood relative of that individual (regardless of age) other than an employee’s spouse, son or daughter. You are required to provide confirmation of the relationship upon request. The Service member may designate the blood relative who is considered his/her next of kin; otherwise, the following order generally will apply: blood relatives granted custody by law, brother/sister, grandparents, aunts/uncles, and then first cousins.
- d. “Serious injury or illness” for a Current Service member means an injury or illness incurred by the Service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the Service member’s active duty and was aggravated by service in the line of duty) that (i) may render the Service member medically unfit to perform the duties of the member’s office, grade, rank or rating, or (ii) in the case of a veteran Service member, that manifests itself before or after the member became a veteran.
- e. “Serious injury or illness” for a Covered Veteran means an injury or illness that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is: (1) A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Service member unable to perform the duties of the Service member’s office, grade, rank, or rating; OR (2) A physical or

---

<sup>1</sup> The time period between October 28, 2009 and March 8, 2013, is not counted in determining the five-year period preceding a covered veteran’s treatment, etc.

mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR (3) A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR (4) An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

5. Spouses Employed by the Park District. If your spouse also works for the Park District and you both become eligible for a leave under paragraphs 1a or 1b above, or for the care of a sick parent under paragraph 1c above, the two of you together will be limited to a combined total of 12 workweeks of leave in any rolling 12-month period. In addition, if you and your spouse both become eligible for a leave under the Military Caregiver Family Leave provision above or under a combination of the Military Caregiver Family Leave provision, paragraphs 1a and 1b above, or to care for your parent with a serious health condition under paragraph 1c above, the two of you together generally will be limited to a combined total of 26 workweeks of leave in any single 12-month period.

6. Medical Certification. Any request for a leave under paragraphs 1c, 1d or under the Service member Family Leave provision above must be supported by certification issued by the applicable health care provider or the Department of Defense. You are required to submit this information on the forms provided to you and available from HR or on the Invitational Travel Orders or Authorizations provided to you by the Department of Defense.

You will be required to submit a new medical certification form for each leave year for a medical condition(s) that last longer than one year. Additionally, you are required to submit a recertification of an ongoing condition every six months in connection with an absence where the duration of the condition is described as "lifetime" or "unknown".

At its discretion, the Park District may require a second medical opinion and periodic recertification to support the continuation of a leave or under paragraphs 1c and 1d (except as otherwise provided by the Department of Labor). If the 1st and 2nd opinions differ, a 3rd opinion can be obtained from a health care provider jointly approved by both you and the Park District (unless you accept the second opinion as determinative). A second medical opinion generally will not be requested for Military Caregiver Leave, but may be requested if the Certification is completed by a health care provider who is not affiliated with the DOD, VA or TRICARE.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, the Park District asks that employees not provide any genetic information when responding to a request for medical certification regarding their own serious health conditions under this FMLA Policy. "Genetic information" as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family

member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

There is an exemption to GINA's limitation on the disclosure of family medical history when an employee requests a leave of absence under the FMLA due to a family member's serious health condition. In such situations, all information necessary to make the medical certification form complete and sufficient under the FMLA should be provided.

7. Intermittent Leave. If certified as medically necessary for the serious health condition of either you or your spouse, child or parent (Paragraphs 1c and 1d, above), or to care for a Covered Service member if you are a spouse, child, parent or next of kin to the Covered Service member (Paragraph 3, above), leave may be taken on an intermittent or reduced leave schedule. Intermittent leave also may be taken if you qualify for leave because of a qualifying exigency as described in Paragraph 1e, above, subject to the submission of a certification prescribed by the Secretary of Labor. If leave is requested on an intermittent basis, however, the Park District may require that you transfer temporarily to an alternative position which better accommodates recurring periods of absence or to a part-time schedule, provided that the position offers equivalent pay and benefits.

8. Light Duty Work Assignments. While voluntarily performing in a light duty capacity, that time does not count against your 12-week FMLA allotment. In effect, your right to restoration is held in abeyance during the period of time that you are performing in a light duty capacity (or until the end of the applicable 12-month FMLA leave year if longer).

9. Notification and Reporting Requirements. All requests for leaves of absence must be submitted to your Supervisor or HR at least 30 days in advance of the start of the leave, except when the leave is due to an emergency or is otherwise not foreseeable. If the leave is not foreseeable, you must provide notice as soon as "practicable," which generally means either the same day or the next business day that you learn of the need for leave, in the absence of any unusual circumstances. A delay in submitting an FMLA leave request may result in a loss of FMLA protections and/or a delay of the start of your leave. Your Supervisor will forward the request to HR for approval.

You must respond to our questions relative to your leave request so that we can determine if the leave qualifies for FMLA protection; failure to do so may result in loss or delay of FMLA protections. If you are seeking leave due to an FMLA-qualifying reason for which the Park District has previously granted you FMLA-protected leave, *you must specifically reference the qualifying reason or need for FMLA leave at the time of your request to be away from work.* It is not sufficient to simply "call in sick" without providing additional information which would provide the Park District with reasonable cause to believe your absence/time away from work may qualify as an FMLA qualifying event. In all cases in which you are seeking leave under this policy, you shall provide such notice to the Park District consistent with the Park District's established call-in procedures so long as no unusual circumstances prevent you from doing so. Failure to comply with the call-in procedures may result in a delay or denial of FMLA protected leave.

You must make an effort to schedule a leave so as not to disrupt business operations. During the leave, you may be required to report periodically on your status and your intention to return to

work. Any extension of time for your leave of absence must be requested in writing prior to your scheduled date of return to work, together with written documentation to support the extension. Your failure to either return to work on the scheduled date of return or to apply in writing for an extension prior to that date will be considered to be a resignation of employment effective as of the last date of the approved leave. Employees on leaves for their own serious health condition must provide fitness-for-duty releases from their health care provider before they will be permitted to return to work. Your maximum time on a leave of absence, all types combined, and including all extensions, cannot exceed a total of 12 weeks in a rolling twelve-month period, unless you are a spouse, child, parent, or next of kin on leave to care for a Covered Service member, in which case your leave can last for up to 26 workweeks in a single twelve-month period (unless legally required otherwise).

An Employee shall not be granted a leave of absence for the purpose of seeking or taking employment elsewhere or operating a private business. Unauthorized work while on a leave of absence will result in disciplinary action, up to and including discharge.

A leave of absence will not affect the continuity of your employment. Your original date of employment remains the same for seniority purposes. However, you will not accrue any benefits during the period you are on a leave.

10. Employee Benefits During Family and Medical Leave of Absence. You will be permitted to maintain health and dental insurance coverage for the duration of the leave under the same conditions coverage would have been provided if you had remained actively at work. However, you must make arrangements for the continuation of and payment of insurance premiums before you go on leave status. If you do not return to work after the leave, or if you fail to pay your portion of the premiums, you will be required, under certain circumstances, to reimburse the Park District for the costs and expenses associated with insuring you during the leave.

11. Return from a Family and Medical Leave. If you return from your leave on or before being absent for 12 workweeks in a rolling 12-month period or 26 workweeks during a single 12-month period if you took a leave under the Service member Family Leave provision, you will be restored to the same or to an equivalent position to the one you held when the leave started. Of course, you have no greater right to reinstatement or to other benefits and conditions of employment than if you had been continuously employed during the FMLA leave period. In determining whether a position is “equivalent” we would look at whether the position had substantially similar terms and conditions of employment and whether the position entails similar duties, skills, efforts, responsibilities, authority, privileges and status.

If the leave was due to your own serious health condition, you will be required to submit a fitness-for-duty certification from your health care provider in accordance with our normal policies and practices applicable to other leaves of absence, certifying that you are able to resume work and perform the essential functions of the job (either with or without a reasonable accommodation). A list of the essential job functions will be made available to you for compliance with this requirement prior to the Park District designating your leave as FMLA leave. If a reasonable job safety concern exists, you also may be required to provide a fitness for duty certification up to once every 30 days before returning from an intermittent or reduced schedule FMLA leave related to your own serious

health condition. Generally, a returning employee will be permitted to return to work within two business days of the Park District's receipt of a valid fitness for duty release.

If you fail to return to work at the expiration of your approved Family and Medical Leave, it will be considered to be a resignation of your employment with us. Likewise, an employee on FMLA leave who provides notice of their intent not to return to work upon expiration of a leave will lose their entitlement to FMLA leave and related benefits.

12. Key Employees. Certain highly compensated key employees may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Park District's operations. A "key" employee is a salaried Employee who is among the highest paid 10% of Employees at that location, or any location within a 75-mile radius. Employees will be notified of their status as a key employee, when applicable, after they request a Family and Medical Leave.

13. Coordination with Other Policies. You must substitute any accrued paid vacation days, personal time, and sick days (if you otherwise qualify) for unpaid leave under this policy, and any such paid time off must be taken concurrently with your Family and Medical Leave. If you otherwise qualify for disability pay, you will collect it at the same time you are on unpaid Family and Medical Leave.

Further, if you otherwise qualify for any other type of leave of absence, you must take that leave at the same time as you are taking your Family and Medical Leave. All time missed from work that qualifies for both Family and Medical Leave, and for workers' compensation (or any other type of lawfully allowed leave), will be counted toward your Family and Medical Leave. To receive any type of paid time off benefit while on FMLA leave, you are required to meet the Park District's conditions for taking the paid leave (although the Park District may in its discretion waive any procedural requirement for the paid leave in appropriate circumstances).

14. Anti-Retaliation Provisions. Be assured that no retaliation will be taken or tolerated against any employee who exercises his/her rights under our FMLA policy. If you feel that you have been the victim of any discrimination or retaliation under this Policy, you are encouraged to contact HR so that the matter can be promptly investigated and remedied as appropriate.

15. Compliance With Other Laws. In administering this FMLA Policy, the Park District complies with the Americans with Disabilities Act ("ADA"), the Illinois Human Rights Act and any other relevant law. The Park District may approve a reasonable request for an extension of a leave of absence beyond the amount of leave provided by the FMLA, approve a leave of absence for an employee who does not qualify for FMLA leave, or otherwise modify this Policy, as a reasonable accommodation for a disability under the ADA.

### **3.7 VICTIM'S ECONOMIC SECURITY AND SAFETY ACT (VESSA)**

#### **3-7.1 Basis of Leave**

The District will provide up to twelve (12) weeks of unpaid leave from work on a continuous, intermittent or reduced work schedule basis to an employee who is a victim of actual or threatened domestic, sexual, or gender violence (or who has a family or household member who is a victim of actual or threatened domestic, sexual, or gender violence) to address the violence if the employee is:

- seeking medical attention for, or recovering from, physical or psychological injuries caused by actual or threatened domestic, sexual, or gender violence to the employee or the employee's family or household member;
- obtaining services from a victim services organization for the employee or the employee's family or household member;
- obtaining psychological or other counseling for the employee or the employee's family or household member;
- participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the employee or the employee's family or household member from future domestic, sexual, or gender violence or ensure economic security; or
- seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from actual or threatened domestic, sexual, or gender violence.

“Family or household member” means a spouse, civil union partner, parent, son, daughter, and persons jointly residing in the same household whose interests are not adverse to the employee as it relates to the domestic, sexual, or gender violence.

"Parent" means the biological parent of an employee or an individual who stood in *loco parentis* to an employee when the employee was a son or daughter. "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.

### **3-7.2 Period of Leave**

Employee shall be entitled to a total of 12 workweeks of unpaid leave during any 12-month period. (This leave does not create a right for an employee to take unpaid leave time allowed under, or is in addition to, the unpaid leave time permitted by FMLA.)

### **3-7.3 Existing Leave**

An employee may use any available paid or unpaid leave (including family, medical, sick, or personal) from employment, in substitution for unpaid leave.

### **3-7.4 Notification**

If possible or practicable, an employee shall provide the Park District with at least 48 hours' advance notice of their intention to take the leave.

When an unscheduled absence occurs, the Park District will not take any action against an employee if an employee, with a reasonable period after the absence, provides certification as shown under the next section.

### **3-7.5 Certification**

The Park District may require an employee to provide certification within a reasonable period that:

- a. an employee or an employee's family or household member is a victim of actual or threatened domestic, sexual, or gender violence; and
- b. the leave is for one of the purposes enumerated in section 3-7.1 "Basis of Leave."

The employee will provide such certification to the District within a reasonable period after the District requests certification.

An employee may satisfy the above certification requirement by providing to the District a signed and dated statement of the employee, and upon obtaining such documents the employee will provide:

- a. documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom an employee or an employee's family or household member has sought assistance in addressing domestic, sexual or gender violence and the effects of the violence;
- b. a police or court record; or
- c. other corroborating evidence.

### **3-7.6 Confidentiality**

All information provided to the District, including a statement of the employee or any other documentation, record, or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy, will be retained in the strictest confidence by the District, except to the extent that disclosure is: (1) requested or consented to in writing by the employee; or (2) otherwise required by applicable law.

### **3-7.7 Restoration to Position**

An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The Park District will not retaliate in any form or manner against an employee who chooses to exercise their rights under this policy.

### **3-7.8 Benefits**

While an employee is on leave under this policy, they will not earn any other leave time. The Park District will continue an employee's health benefits during the leave period at the same level and under the same conditions as if an employee had continued to work.

### **3-7.9 Reporting to the Park District**

While an employee is on leave under this policy, they should periodically report to either their Supervisor or HR on the status and intention to return to work.

### **3-7.10 Failure to Return from Leave**

The District/SRA may recover the premium that the agency paid for maintaining coverage for the employee and the employee's family or household member under such group health plan during any period of leave under this policy if:

1. the employee fails to return from leave under this policy after the period of leave to which the employee is entitled has expired; and
2. the employee fails to return to work for a reason other than: (a) the continuation, recurrence, or onset of actual or threatened domestic, sexual, or gender violence that entitles the employee to leave; (b) the need for other job-protected leave under an applicable law; or (c) other circumstances beyond the control of the employee.

The District may require an employee who claims that the employee is unable to return to work because of a reason described above to provide, within a reasonable period after making the claim, certification to the District that the employee is unable to return to work because of that reason.

Under Park District policy, an employee pays a portion of the health care premium each month. While on paid leave, the Park District will continue to make payroll deductions to collect an employee's share of the premium. While on unpaid leave, an employee must make this payment. The payment must be received by Human Resources by the fifth day of each month. If the payment is more than 30 days late, an employee's health care coverage may be dropped for the duration of the leave. The Park District will provide 15 days' notification prior to an employee's loss of coverage.

An employee may satisfy the certification requirement of clause by providing to the District:

- A sworn statement by an employee;
- Documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee has sought assistance in addressing actual or threatened domestic, sexual or gender violence and the effects of that violence;
- Police or court record; or
- Other corroborating evidence

### **3.7 PERSONAL LEAVE OF ABSENCE**

Eligible Full-Time, Full-Time Equivalent, and Regular Part-Time employees may be granted personal leave of absence for a period not to exceed 90 consecutive calendar days within any 24 consecutive month periods. This is an unpaid leave except in the case of a Full-Time, Full-Time Equivalent, or regular part-time employee who may elect to use accrued benefit time during the leave, such as PTO time or compensatory time. Normally, a personal leave of absence will not be granted during an employee's first year of employment.

#### Procedure for Requesting Personal Leave

- All requests for personal leaves should be made in writing and must be approved by an employee's Supervisor(s) and the Executive Director. The following considerations will be taken into account when determining whether or not to grant the leave: purpose for which the leave is requested; the length of time an employee

plans to be away; an employee's job performance and attendance and punctuality record, the effect an employee's absence will have on the work in the department (i.e., the staffing requirements in an employee's facility or department); an employee's position and length of service; the expectation that an employee will return to work when the leave expires; and, any other factors deemed relevant by the Park District. Each request will be reviewed on a case-by-case basis.

- An employee must provide a written application for a personal leave of absence to their immediate Supervisor at least one month in advance of the date you would like the leave to begin. If an employee requests an extension while on FMLA leave period, the request must be made at least two weeks prior to the end of the original leave. The application must specify the reasons for the extended leave and the length of time an employee intends to be away.
- Additional leave time may be granted, provided that it does not extend the total leave beyond one year, including any leave granted under the FMLA. Requests for additional leave time must be made in writing at least two weeks prior to the expiration of the initial leave period, and must specify the reason(s) for the extended request and the amount of additional time sought. This request must be approved by an employee's Supervisor and the Executive Director.
- While a Full-Time or Full-Time Equivalent employee is on an approved personal leave, an employee will be eligible to continue the group health insurance coverage in existence for that employee at the start of the leave under the Park District's group plan for the duration of the leave provided that an employee pays 100% of the premium contribution no later than the fifth day of the month covered. Other employment benefits, if any, such PTO, shall not accrue during a personal leave of absence. Employees on a personal leave, however, will not forfeit any benefits that accrued prior to the start of the leave.
- Any planned salary increase for an employee returning from an unpaid leave of absence without pay will be deferred by the length of the leave, and the normal appraisal date will be extended by the length of the leave.
- In the case of an employee's own illness or injury, a physician's statement certifying an employee's ability to perform the essential functions of his job is required by the Park District before an employee may be permitted to return to work.
- Although the Park District will attempt to reinstate an employee at the conclusion of the personal leave period to the same or similar position to the one vacated, conditions may arise which necessitate the filling of the vacated position. Accordingly, reinstatement after a personal leave of absence is not guaranteed by the Park District.
- Any employee who fails to return to an available position on the first scheduled working day after the leave of absence has expired will be considered to have

resigned from the Park District. However, employees may request extended unpaid leave as a “reasonable accommodation” under the ADA (See Section 1-3).

### **3.8 ABSENCE WITHOUT LEAVE**

Absence without leave is any absence from work, including a single day or portion of a day, which has not been granted or approved in accordance with established policy and procedure. In such cases, pay may be denied and an employee may be subject to disciplinary action, up to and including dismissal.

If an employee is absent without leave for three consecutive working days, the employee will be considered to have voluntarily resigned their position. Where the absence is determined excusable on conditions that rendered prior approval impossible, the charge of absence without leave may be changed to PTO, or leave without pay.

### **3.9 TIME OFF TO VOTE**

On days when elections for public office ("elections for public office" include all primary and general elections) are scheduled throughout the state, county, city, town or village in which an employee lives, employees' schedules will be changed as needed to ensure that their work either starts at least two hours after the polls open or ends at least two before polls close.

Employees living in other localities will need to inform their Supervisor in advance if they expect any conflict between their work schedule and the exercise of voting rights in any election for any public office. Supervisors will find out when the polls are open and adjust employee's schedules as needed to ensure that they will have the opportunity to vote.

No employee will be penalized or retaliated against for requesting an adjusted work schedule.

### **3.10 SCHOOL VISITATION LEAVE**

All Full-Time, Full-Time Equivalent, and Regular Part-Time employees who have worked for the Park District at least six months for an average of at least 20 hours per week, may be eligible to take up to eight hours of unpaid school visitation leave per school year to attend school conferences or classroom activities related to their child(ren) if the conference or classroom activities cannot be scheduled during non-work 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 leave may be taken in any one-day. Leave will not be granted pursuant to this policy until an employee has exhausted all available PTO.

Before arranging attendance at a school conference or activity, an employee must provide the Park District with a written request for leave at least seven days in advance of the requested time off. In an emergency situation, an employee may give 24 hours' notice. In addition, an employee must consult with their immediate Supervisor to schedule the leave so as not to disrupt operations unduly.

School visitation leave shall be unpaid. An employee may choose, however, to make up the time taken for school visitation leave on a different day or shift if such arrangement may reasonably be provided by the Park District. If an employee chooses not to make up the time taken, or an arrangement to make up such time cannot be made, an employee will not be compensated for the leave taken.

Upon completion of a school visitation, an employee may be required to produce documentation of their visit from the school administrator and submit such documentation to the Park District. Failure to submit the documentation upon request to the Park District within two working days of school visit may subject an employee to disciplinary action.

### **3.11 EMPLOYEE BLOOD DONATION LEAVE**

All Full-Time, Full-Time Equivalent, and Regular Part-Time employees who have been employed for at least six months shall be entitled to up to one-hour blood donation leave, with pay, every 56 days.

Employees shall submit a written request to their Supervisor for leave before donating or attempting to donate blood. The request should be made at a time which has the least negative affect on an employee's responsibilities and work schedule. Medical documentation of the appointment to donate blood should accompany the request. An employee should provide their Supervisor with a written statement from the blood bank confirming that the appointment to donate blood was kept.

## **SECTION 4**

### **EMPLOYEE BENEFITS**

#### **4.1 DISCLAIMER**

Carol Stream Park District has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting the financial burdens that can result from injury, illness and disability, and to help employees plan for retirement. This portion of an employee Manual contains a very general description of the benefits to which employees may be entitled as an employee of the Park District. Please understand that this general explanation is not intended to, and does not, provide employees with all the details of these benefits. Therefore, this Manual does not change or otherwise interpret the terms of the official plan documents. An employee's rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from HR. To the extent that any of the information contained in this Manual is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Park District and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, the Park District reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that maybe extended to retirees and their dependents. Further, the Park District reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

Benefits under the plans described herein will be paid only if the plan administrator decides in their discretion that the applicant is entitled to them.

For more complete information regarding any of our benefit programs please refer to the Summary Plan Descriptions, which were provided to you during your new employee orientation. If you lost or misplaced those descriptions, please contact HR for another copy.

#### **4.2 INSURANCE PLANS**

Eligible employees may enroll in certain group insurance plans based on their employment classification by timely completion of the required enrollment forms. An employee's portion of any required premium payment may be made through payroll deduction.

Group plans are subject to the rules and regulations of the insurance providers and the Park District. Except where prohibited by law, the Park District reserves the right to change, modify, cancel or

discontinue any group insurance plans or change the amount of the required employee premium at any time with or without notice. Employees' insurance under the plan(s) will terminate immediately if the group policies are cancelled or if an employee fails to make any required premium payment.

Newly hired Full-Time and Full-Time Equivalent employees are eligible for benefits on their first day of employment provided that they meet all plan requirements.

#### **4-2.1 Full-Time and Full-Time Equivalent Employee Insurance Plans**

The following group insurance plans are limited to Full-Time and Full-Time Equivalent employees and their dependents (as defined by the insurance providers).

**Medical and Dental:** Group medical, hospitalization and dental insurance are available to all eligible Full-Time employees. Employees may be expected to pay a portion of the cost. A summary plan description is available from HR.

**Life Insurance:** The Park District provides all eligible Full-Time and Full-Time Equivalent employees with basic life and accidental death insurance. This insurance is currently provided at no additional cost to an employee. A summary plan description is available from the Finance & Administration Office.

**Supplemental Life Insurance:** The Park District offers supplemental life and AD&D policies to eligible Full-Time employees and their dependents. An employee must pay the entire premium. Payment may be made through payroll deduction. Details on these plans are available from the Finance & Administration Office.

#### **4-2.2 COBRA**

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) provides employees and their covered dependents the option to extend group health insurance coverage in the event the insurance terminates due to separation of employment, reduction of hours, death, divorce or legal separation, disability, or Medicare entitlement. Please contact HR for detailed information on COBRA.

#### **4-2.3 Early Retirement under the IMRF Pension Plan**

Active IMRF employees electing to retire early under the IMRF Pension Plan may purchase continuous health insurance coverage under the Park District's existing plan until age 65.

### **4.3 IMRF PENSION PLAN**

Employees that meet certain hour standards are required to participate in the Illinois Municipal Retirement Fund (IMRF). IMRF provides retirement, disability, and death benefits to eligible participants. These benefits are in addition to those provided by Social Security. The following presents a very brief description of IMRF. Complete details are available at [www.imrf.org](http://www.imrf.org).

### **4-3.1 Contribution**

Participating employees contribute a certain percentage of their gross pay as determined by IMRF through payroll deduction. Contributions are tax deferred, that is, not subject to either federal or Illinois income tax, but will be subject to federal income tax when refunded or withdrawn as a pension or death benefit. The Park District also contributes to IMRF as a percentage of total contributions. The Park District's contribution is to fund survivor's pensions, disability benefits, death benefits, and the retirement costs of its employees. In the policy below, Tier 1 employees are those who began participation in IMRF before January 1, 2011. Tier 2 employees are those who began participation in IMRF on or after January 1, 2011.

### **4-3.2 Return of Contributions**

*Refund:* You may receive a separation refund of your IMRF contributions when you cease working in an IMRF-qualified position, and are no longer employed by an IMRF employer if:

#### Tier 1 Employees:

- 1) You are under age 55, irrespective of length of service;
- 2) You have less than eight years of service, irrespective of age;
- 3) You are age 55 or over but your pension would be less than \$30 per month.

#### Tier 2 Employees:

- 1) You are under age 62, irrespective of length of service;
- 2) You have less than ten years of service, irrespective of age;
- 3) You are age 62 or over but your pension would be less than \$30 per month.

A separation refund consists of your IMRF contributions only. No interest is paid with a separation refund, nor are the Park District's contributions refunded to you.

#### Pension:

##### Tier 1 Employees:

If you are at least 55 years of age and have eight or more years of service credit, you may be entitled to a reduced retirement benefit. To receive full retirement benefits, you must be 60 years of age or older and have at least eight years of service credit.

##### Tier 2 Employees:

To receive full retirement benefits, you must be 67 years of age or older and have at least ten years of service credit or 62 years of age and have at least 35 years of service credit.

*Disability Benefits:* IMRF provides monthly disability payments if an eligible member is unable to perform the duties of his position reasonably assigned by the Park District. You must have at least

12 consecutive months of IMRF service credit, be disabled for more than 30 days, and may not be receiving any earnings from any employer.

*Death Benefits:* Under certain conditions, IMRF provides for lump sum payment or surviving spouse pension upon your death.

#### **4.4 DEFERRED COMPENSATION PLAN**

The Park District has established a voluntary deferred compensation plan in accordance with state and federal guidelines in order to aid employees with their long-term financial planning. This plan allows you to put money aside for your retirement on a tax-deferred basis through payroll deductions. The Park District offers this plan as a voluntary service; employees should consider their financial needs to determine if this plan is in their best interest. The Park District does not contribute or match these funds. Please contact HR for details on this plan.

#### **4.5 FLEXIBLE SPENDING ACCOUNT**

As part of the Park District Flexible Benefits Plan, we currently offer an employee-funded Flexible Spending Account to Full-Time, Full-Time Equivalent, and Regular Part Time employees. Plan participants may elect an annual amount of flexible dollars (which will be deducted pro rata on a pre-tax basis from each paycheck) to pay for dependent care and eligible health care expenses. These expenses must qualify under IRC Sec. 213 (with some exceptions), be incurred during the plan (calendar) year, and not be reimbursable from any other source. Eligible health care expenses may include medical or dental insurance deductibles, co-payments, your out-of-pocket costs for vision care, etc.

According to IRS regulations, if eligible medical or dental expenses that you incur during the plan year are less than your elected annual amount of flex dollars for that year, rollover is allowed up to the amount specified by current IRS regulations. When rollover amounts are changed by IRS regulations, participants will be notified at the beginning of each plan year.

#### **4.6 EMPLOYEE ASSISTANCE PROGRAM**

An Employee Assistance Program (EAP) is a professional and confidential counseling service designed to help address any personal concern you may have. EAP services are available to all employees and their dependents and are accessed through a toll-free 800 line 24 hours a day, seven days a week. EAP provide services on a confidential basis.

#### **4.7 SOCIAL SECURITY AND MEDICARE**

As required by law, a fixed percentage of your earnings is deducted from each paycheck and deposited with the Social Security Administration. In addition, the Park District contributes an equal amount to the Social Security Administration to help fund benefit programs. Detailed information on benefits, eligibility requirements and your account status is available from your local Social Security Administration office.

The Social Security Administration recommends that you periodically verify your personal earnings and benefits. Information on requesting an account balance is available from your local Social Security Administration.

## **4.8 WORKERS' COMPENSATION**

As a Park District employee, you are covered under the Illinois Workers' Compensation Act. The Act provides for medical care and replacement of wages if you sustain an injury arising out of and occurring in the course of your employment with the Park District. Non-job-related illnesses or injuries, or illnesses or injuries not related to the performance of your assigned duties are not covered under the Act. If you have any questions regarding workers' compensation, please see your immediate Supervisor or HR. The Park District's Workers' Compensation Coverage provider is PDRMA.

All employees must adhere to the following conditions:

1. Any work-related injury or illness (even if an employee is uncertain if the injury or illness is work-related, but suspects it might be work-related) must immediately be reported directly to an employee's immediate Supervisor or Department Head if the immediate Supervisor cannot be reached directly. Failure to immediately report an injury or illness may jeopardize an employee's eligibility for workers' compensation benefits.
2. Upon notification, the Park District shall instruct an employee to report to a designated hospital or physician for an examination or treatment. In the case of an emergency, an employee should go to the nearest hospital emergency room for treatment and then utilize the Park District's Physician Network Referral Service if additional treatment is necessary.
3. All medical evaluations by any licensed physician must be submitted to HR for the duration of your period of leave.
4. The Park District reserves the right to have an employee examined by a licensed physician of its own choice at any time during the period of leave. This examination will be at the Park District's expense and the physician will submit the results to the Park District. An employee is entitled to a copy of this report.
5. The Park District may assign an injured employee to a modified duty assignment in accordance with the Park District's Modified Duty Program.
6. No employee shall be allowed to return to work without a statement from a physician approving an employee's return to work without restrictions, or with restrictions acceptable to the Park District.
7. The Park District reserves the right to re-assign an employee to another position at the same pay and benefits an employee received at the time of the injury.

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

## **4.9 EDUCATION, TRAINING AND PROFESSIONAL PARTICIPATION**

All Park District employees will be encouraged to further their training and education in order to enhance their quality of work with the Carol Stream Park District; subject to budgetary constraints and their relevance to an employee's job duties.

All employees are required to attend orientation meetings, staff meetings, and in-service training sessions that are designed to improve the overall job performance, communication, and efficiency of the Park District.

In the best interest of the Park District, employees may belong to professional associations as budgeted and approved by the Executive Director. Such activities should further the insight of staff into better ways to operate and provide recreational activities to the public.

Employees are encouraged to discuss advancement and professional development opportunities with their immediate Supervisor. When possible, authorization may be given for attendance at conferences, seminars, workshops, conventions and technical meetings and participation in professional organizations that are related to your position within the Park District.

### **4.10 CONFERENCE ATTENDANCE**

Attendance at and participation in professional seminars, conferences, conventions, workshops, and technical meetings is considered part of the administrative and Supervisory staff's normal duties and may be required. Reimbursement for attendance expenses will be 100% of approved expenses. Employees should refer to the Expense Reimbursement Procedures or check with their immediate Supervisor for specific procedures prior to incurring any expenses.

If you attend professional seminars, conferences, conventions, workshops and technical meetings outside the Park District, you may be required to submit a written report to your immediate Supervisor within five days of attendance which summarizes the ideas or methods discussed at the meeting.

### **4.11 EDUCATION**

At the discretion of the Park District, you may be given the opportunity to take educational courses related to your position within the Park District. Interested employees should consult with their immediate Supervisor. Park District resources are limited and an employee's immediate Supervisor,

Director and the Executive Director will evaluate individual requests. Please see tuition reimbursement section 4.12.

## **4.12 TUITION REIMBURSEMENT**

Full-Time employees who have worked for the Park District at least one year may be eligible to participate in the Park District's tuition reimbursement program. In the event that the Park District agrees to support an employee's academic efforts, and believes that an employee's general job performance warrants such belief, the Park District will reimburse an employee for tuition for certain courses that it believes are job-related. Eligible courses must be directly and substantially related to an employee's improving productivity in their current job. (Costs for textbooks and materials will not be reimbursed.) The amount an employee receives must be pre-approved prior to enrollment and within budgetary constraints. Reimbursement will be limited to \$145 per actual semester hour of the course, with a maximum of 5 hours per semester.

To receive tuition reimbursement, an employee must apply and be approved before the course begins. Employees must:

- Complete a Tuition Reimbursement Form. (available through HR)
- Obtain approval/signature of immediate Supervisor, department head, and Executive Director. Return the signed form to HR.
- Pay the initial course fees.
- Once grades are received, an employee should attach the tuition bill and the final grades to a copy of the initial Tuition Reimbursement Form and send them to HR. (Only passing grades will qualify for reimbursement)
- An employee will receive a reimbursement within 30 business days.

If an employee resigns or is discharged before receiving a grade, an employee will not be reimbursed for tuition expenses. If an employee resigns or is terminated within 12 months after receiving reimbursement, an employee must repay the Park District for the amount which has been paid to them in the last 12 months.

## **4.13 PROFESSIONAL ORGANIZATIONS**

Employees are encouraged to join and participate in professional associations that promote Park District goals, individual skill development, professional recognition, or relate to your job responsibilities. However, employee participation in such associations must not conflict with the Park District's interests. Depending upon the benefits derived from membership by the Park District, the Park District may pay all or part of the membership fees.

Participation in association activities during normal working hours must be approved in advance by an employee's immediate Supervisor, and approval is contingent upon an employee's ability to meet their work responsibilities.

#### **4.14 EXPENSE REIMBURSEMENT**

The Park District may reimburse employees for necessary and reasonable expenses incurred while on authorized Park District business. In order to qualify for reimbursement, an employee must request prior approval from their immediate Supervisor for expenses and provide proof of the expenses incurred on official Park District business (e.g., submission of an approved reimbursement form and other appropriate documentation such as receipts as required by the Park District). Employees should refer to the Expense Reimbursement Procedures or check with their Supervisor for specific procedures prior to incurring any expenses.

## **SECTION 5**

### **PARK DISTRICT PROPERTY AND FACILITIES**

#### **5.1 PARK DISTRICT FACILITIES AND RECREATION PROGRAMS**

##### **5-1.1 Use of Recreational Facilities**

###### **Swimming Pool, Fitness Center & Bark Park**

Complimentary admission via seasonal memberships, membership or activity pass to the Coral Cove Aquatic Center, the Fitness Center, and Bark Park will be granted to all current employees upon request. A listing of eligible employees will be maintained by the HR Department.

Full-Time, Full-Time-Equivalent, Regular-Part-Time, and IMRF Qualifying employees will be granted complimentary, seasonal, family memberships for their immediate family members, including civil union partners. Seasonal and Part-Time employees will be issued three-month individual memberships, which may be renewed in accordance with their continued employment with the District. All eligible employees and family members (if applicable) must meet any requirements and restrictions for facility usage including regular hours of operation, age limitations, and waivers.

##### **5-1.2 Coyote Crossing Mini Golf Facility**

Passes for complimentary rounds (one round = one game per person) at the District's Coyote Crossing Mini Golf Facility will be issued each season to current employees as follows:

Full-Time, Full-Time-Equivalent Employees	- 10 game passes
Regular-Part-Time, IMRF Qualifying Employees	- five game passes
Part-Time or Seasonal Employees	- two game passes

Employees will be instructed on how to obtain their passes each season

##### **5-1.3 Recreation Programs**

Full-Time, Full-Time Equivalent, Regular-Part-Time, and IMRF Qualifying employees and their immediate family members will be allowed to enroll in recreation programs (including personal trainers, open gym fees, Fountain View Pool open swim fees, open gymnastics fees, contractual programs, and organized party packages (including additional food for party packages) at the 20% residential rate discount subject to the following conditions:

- Applicable registration, costume, admission tickets, or equipment fees are not discounted.
- League & Team Fees will be discounted at 20% of the Resident Rate as long as 50% of the team consists of current Park District employees.
- Discounts are not applied to preschool, summer camps, days off club, before and after school care, E-learning, tour packages and trips, as well as room, gym, facility, and Party

Wagon rentals. GBN Sports camps are not considered a summer camp and are eligible for the 20% discount.

All complimentary memberships and discounts given to an employee and/or an employee's immediate family in accordance with this section shall expire immediately upon termination of employment with the Park District. Such complimentary memberships and discounts cannot be transferred or given to persons other than an employee or members of an employee's immediate family. Unauthorized use of any complimentary pass may result in revocation of all pass privileges and disciplinary action, up to and including dismissal.

All Seasonal and Part-Time employees will be granted resident rates on all applicable programs whether they are residents or not. The resident rate applies to an employee only, not spouses, civil union partners, or family members.

#### **5-1.4 Concessions**

There is *no discount* on any food or concession items. The only food that is “discounted” is that which is included as part of a party package (see section 5-1.3).

## **SECTION 6**

### **EMPLOYEE CONDUCT**

#### **6.1 INTRODUCTION**

It is the policy of the Carol Stream Park District that employees maintain a working environment that encourages mutual respect, promotes civil and congenial relationships among employees and is free from all forms of harassment and violence. This policy identifies the organization responsibility and an employee responsibility as it relates to conduct and working environment.

- Employees are expected to conduct themselves in an appropriate manner as judged by a reasonable person.
- Employees have the right to conduct their work without disorderly or undue interference from other employees. The Park District prohibits employees from violating this right of their co-workers.
- Failure to cooperate in any investigation or search conducted by or on behalf of the Park District, or concealing or failing to report any violation of any Park District rule is prohibited.
- The Park District encourages a congenial work environment of respect and professionalism. Therefore, the Park District prohibits employees from intentionally harming or threatening to harm other employees, customers, vendors, visitors, or property belonging to any of these parties. This prohibition includes but is not limited to intentional acts such as:
  - Physically harming others
  - Verbally abusing others
  - Using intimidation tactics and making threats
  - Sabotaging another's work
  - Stalking others
  - Making false statements about others with malice that cause harm
  - Publicly disclosing another's private information
- Employees are required to comply with and support all policies, procedures, and directives established by the Board of Commissioners, immediate Supervisors, and administrative staff of the Park District in a positive and professional manner.

#### **6.2 E-MAIL POLICY**

The Carol Stream Park District maintains an electronic mail system to assist in the conduct of business within the organization. The electronic mail system hardware is Carol Stream Park District

property. Additionally, all messages composed, sent, or received on the electronic mail system are and remain the property of the Park District. They are not the private property of any employee. The use of the electronic mail system is reserved solely for the conduct of business at the Park District.

1. The electronic mail system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations.
2. The electronic mail system is not to be used to create any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin, or disability.
3. The electronic mail system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.
4. Carol Stream Park District reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the electronic mail system for any purpose. The contents of electronic mail properly obtained for legitimate business purposes, may be disclosed within the organization without the permission of an employee.
5. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to the Park District when requested by a director or they are invalid and cannot be used.
6. Notwithstanding the organization's right to retrieve and read any electronic mail messages, such messages should be treated as confidential by other employees and accessed only by the intended recipient. Employees are not authorized to retrieve or read any e-mail messages that are not sent to them. Any exception to this policy must receive prior approval by a Director.
7. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages without the latter's permission. All computer pass codes must be provided to a Director upon request. No pass code may be used that is unknown to the Park District.
8. Any employees who discover a violation of this policy shall notify a Director immediately.
9. Any employee who violates this policy or uses the electronic mail system for improper purposes shall be subject to discipline, up to and including discharge.

10. All email correspondence is subject to FOIA disclosure.

### **6.3 USE OF PARK DISTRICT INFORMATION, PROPERTY & EQUIPMENT**

The protection of the Park District's business information, property and all other Park District assets are vital to the interests and success of the Park District. Except in the ordinary course of performing duties for the Park District, or otherwise permitted, no Park District property may be removed from the Park District's premises. Accordingly, when an employee leaves the Park District, an employee must return to the Park District all related Park District information and property that an employee has in his possession, including without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, external drive, supplies, and equipment or office supplies.

No employee, elected official or member of the public may use Park District property for personal use without proper authorization. No Park District property may be released for personal use without the prior written approval of the facility manager and/or Department Head that is responsible for the equipment or property.

For purpose of this Section, Park District property is defined as buildings, vehicles, facilities, grounds, tools, implements, building materials, electronic equipment, recreation and rental equipment and all other property owned, leased or in the possession of the Park District. Because safety and liability is of chief concern, it is expected that Park District property that is assigned, or authorized or permitted to be used will be operated in a fashion consistent with the Park District's established safety rules and regulations. Instructions on safe and proper use will be provided upon request. In addition, the use of some Park District property may require permits, waivers and releases. An employee will be responsible for the full cost of repair or replacement of Park District property, in the sole discretion of the Park District that is damaged or lost while it is in an employee's care and custody.

Loss, damages, or theft of Park District property should be reported at once. Negligence in the care and use of Park District property may be considered grounds for discipline, up to including termination.

The Park District's equipment, such as telephones, postage, facsimile and copier machine, is intended for business purposes. An employee may only use this equipment for non-business purposes in an emergency and only with the permission of his or her Supervisor. Personal usage, in an emergency, of these or other equipment that results in a charge to the Park District should be reported immediately to your immediate Supervisor or Finance Office so that reimbursement can be made.

Upon termination of employment, an employee must return all Park District property, uniforms, equipment, work product, and documents in his possession or control.

## **6.4 INTERNET USAGE POLICY**

Access to the Internet through Carol Stream Park District's network is a privilege and carries responsibilities reflecting responsible and ethical use. Internet access must be approved by the Department Director. Any authorized use of the username and password by other individuals to gain access to the Park District's Internet makes that employee-user responsible for any and all actions of those individuals.

Violations of the Park District's Internet Use Policy and any other policy through the authorized use of the username and password subjects the individual to whom it is assigned to disciplinary action, up to and including termination of employment. Although employees are given a username and password, this does not insulate transmissions from employer review.

### **6-4.1 Personal Use**

An employee-user is reminded that use of any and all Park District property is primarily for the purpose of the organization's business. Any personal use of the Internet is expected to be on the user's own time and is not to interfere with the person's job responsibilities.

### **6-4.2 Use of the Internet**

At any time and without prior notice, Carol Stream Park District management reserves the right to examine e-mail, personal file directories, and other information stored on the Park District's computers. This examination helps to ensure compliance with internal policies and supports the performance of internal investigations.

As such, the Park District will monitor access to the Internet. This policy should be read and interpreted in conjunction with all other Carol Stream Park District's policies including but not limited to policies prohibiting harassment, discrimination, offensive conduct or inappropriate behavior. Employee-users are prohibited from accessing the Internet for any unethical purposes, including pornography, violence, gambling, racism, harassment, or any illegal activity. Employee-users are forbidden from using profanity or vulgarity when posing electronic mail via the Internet or posting to public forums (i.e., newsgroups). Any electronic mail sent through or postings to public newsgroups must fall within these ethical standards.

Employee-users are also prohibited from using Internet access through the Park District systems for any other business or profit-making activities.

### **6-4.3 Downloading Software**

Employee-users are prohibited from downloading software from the Internet without prior written approval of the Park District. Downloading of games or music from the Internet is prohibited. Downloading of any executable files or programs, which change the configuration of your system by anyone other than the IT Technician, Director of Finance & Administration, or their designee, is prohibited. An employee-user should take extreme caution when downloading software or files from the Internet. All files or software should be passed through virus protection programs prior to use. Failure to detect viruses could result in corruption or damage to files and/or unauthorized entry

into the Park District's network. It is mandatory that employees comply with copyright and trademark laws when downloading material from the Internet.

Employee-users may not install other on-line services to access the Internet on Park District-owned computers, such as America Online, CompuServe, EarthLink, etc. Any questions should be directed to the IT Technician, or Director of Finance & Administration.

#### **6-4.4 Blogging/Personal Website/Social Media Policy**

In general, the District respects the right of employees to use social media, personal websites and weblogs as a medium of self-expression. If an employee chooses to identify themselves as a Park District employee and discuss matters related to our District, staff or patrons on their website, weblog, or other online social network (i.e., Facebook, Twitter, YouTube, Instagram), please proceed with caution and discretion. Although a website, weblog, or any other medium of online publishing may be a personal project conveying an employee's individual expression, some people may nonetheless view an employee as a de facto spokesperson for the Park District.

Such activities at or outside of work may affect your job performance, the performance of others, staff morale, teamwork, and/or the reputation or business interests of our agency. In light of these possibilities, that employee must observe the following guidelines:

1. Make it clear that the views expressed are an employee's alone and that they do not necessarily reflect the views of the Carol Stream Park District. Only those employees officially designated by the District have the authorization to speak on behalf of the agency. To help reduce the potential for confusion, we suggest that you put the following notice — or something similar — in a reasonably prominent place on your site (e.g., at the bottom of an "about me" page):
2. The views expressed on this website are mine alone and do not necessarily reflect the views of my employer.
3. Many bloggers and social media users put a similar disclaimer on their home page stating who they work for, and that they're not speaking officially. This is good practice, but may not have much legal effect. While it is not necessary to post this notice on every page, please use reasonable efforts to draw attention to it — if at all possible, from the home page of your site.
4. Be careful to avoid disclosing any information that is confidential or proprietary to the District (including our patrons, staff, partner agencies/affiliates or vendors), to any third party that has disclosed information to us.
5. Since an employee's site, blog or other posting is in a public space, be respectful to the Park District, our employees, our patrons, our partners and affiliates, and others. For example, refrain from posting personal insults or obscenity, or engaging in any conduct that would not be acceptable in the workplace. Show proper consideration for others' privacy and for topics that

may be considered objectionable, inflammatory, or counterproductive to morale or teamwork.

6. When using Park District computers, you are subject to both the agency's Internet Use Policy and Computer Use Policy.
7. As a public agency, the Carol Stream Park District trusts and expects staff to exercise personal responsibility whenever they participate in social media. Remember, what you publish will be around for a long time, so consider the content carefully and also be judicious in disclosing personal details.
8. Blogs, wikis, virtual worlds, social networks, or other tools hosted outside of the District's protected intranet environment should not be used for internal communications among fellow employees. It is fine for staff to disagree, but please don't use your external blog or other online social media to air your differences in an inappropriate or counterproductive manner.
9. Recognize that both during working hours and non-working hours, you are an ambassador of the Carol Stream Park District. You are expected to conduct yourself at all times in the best interest of the District. Further, all employees are expected to promote teamwork and inspire trust and confidence. For example, if your views negatively impact the reputation or integrity of the District, hurt staff morale, and/or create friction among staff, you may be disciplined, up to and including termination.
10. Lastly, use your best judgment. Your actions both in and outside the workplace reflect on your judgment, decision-making, professionalism, maturity, and commitment to the Park District. If you're about to publish something that makes you even the slightest bit uncomfortable, review the guidelines above and consider the potential consequences of your actions. Ultimately, you have sole responsibility for what you post to your blog or publish in any form of online social media.

If you have any questions about these guidelines or any matter related to your site that these guidelines do not address, please direct them to your immediate Supervisor.

## **6.5 CELLULAR PHONE USAGE**

Regardless of whether the cell phone is issued by the District's or is an employee's personal cell phone, discretion should be used when making/receiving personal calls and text messages while at work. Personal calls and text messaging during the work-time, regardless of the phone used, can interfere with employee productivity and be distracting to others. As a reasonable standard, the Park District encourages employees to limit personal calls during work time. Employees are therefore asked to make and receive any other personal calls on non-work time where possible.

## **6.6 TAPE RECORDING POLICY**

It is a violation of Park District policy to record conversations with a tape recorder or other recording device unless prior approval is received from your Department Head or all parties to the conversation give their consent. The purpose of this policy is to eliminate the potential effect on the expression of views that may exist when one person is concerned that his/her conversation with another is being secretly recorded. This concern can inhibit spontaneous and honest dialogue especially when sensitive or confidential matters are being discussed.

Violation of this policy will result in disciplinary action, up to and including termination of employment.

## **6.7 TRAVEL AND VEHICLE USE**

Employees must obtain the prior written approval of their immediate Supervisor in order to operate a motor vehicle, whether owned by the Park District or their own personal vehicle, on Park District business if the operation of a motor vehicle for Park District business is not one of the functions listed under an employee's job description or if a prior arrangement wasn't made at the time an employee was hired. The following general rules apply to the use of motor vehicles on Park District business. Employees should contact their immediate Supervisor for further details if they have a question.

### **6-7.1 Vehicles Operated on Park District Business**

1. Use of any vehicle for Park District business must be authorized by an employee's immediate Supervisor.
2. Employees operating any vehicle for Park District business must have a valid Illinois driver's license with the proper classification for the type of vehicle being operated and must show proof of such license upon request. An employee must notify their immediate Supervisor if the status of his or her driver's license changes.
3. Employees are required to obey all traffic regulations. This includes without limitation the use of seat belts and the "headlight law," where vehicles must have their headlights on when their windshield wipers are on.
4. All accidents must be immediately reported to an employee's immediate Supervisor. Appropriate paperwork and a complete accident report form must be completed. A copy of the police report must also be included.
5. No employee may be under the influence of alcohol, illegal substances, or illegal drugs while operating any vehicle for Park District business. "Under the influence" means that an employee is affected by alcohol or drugs in any determinable manner. For purposes of this policy, a determination of being under the influence can be established by a professional opinion, a scientifically valid test, or the statement of a witness.

6. If driving a vehicle on Park District business, employees must have a current Driver's Abstract on file with the Park District.

### **6-7.2 Park District Owned Vehicles**

In addition to the regulations listed above, and "Guidelines for Take-Home and Personal Use Vehicles" (Appendix H), the following apply to any employee who has been granted authorization by the Park District to operate a Park District vehicle.

1. Park District owned vehicles may be taken home when authorized by the Department Director or Executive Director.
2. Employees operating Park District vehicles must be 18 years or older.
3. Park District vehicles will not be used to transport non-Park District employees unless the vehicle and employee are authorized to do so. An employee must have a valid Illinois driver's license, have a current Driver's Abstract on file, and be at least 21 years of age.
4. Any employee who is required to have a Commercial Driver's License (CDL) as a condition of employment is subject to random and reasonable suspicion drug and alcohol testing, and pre-employment physical in accordance with Department of Transportation regulations.
5. Employees are responsible for the care and conservation of Park District vehicles, and must promptly report any accident, breakdown, or malfunction of any unit so that necessary repairs may be made.
6. The Park District has the right to search any Park District vehicle at any time, with or without notice. Therefore, employees have no reasonable expectation of privacy with respect to Park District vehicles.
7. Smoking in Park District vehicles is prohibited.

### **6-7.3 Personal Vehicles**

In addition to the general regulations listed above, the following apply to any employee who operates his or her personal vehicle for Park District business.

1. Employees using their personal vehicle for Park District business are required to carry liability insurance on their vehicle in accordance with applicable law and may be asked to provide proof of this insurance. The Park District's liability insurance is secondary to an employee's own coverage.
2. Using a personal vehicle to transport participants in any Park District programs is strictly prohibited.

3. Reimbursement for authorized use of personal vehicles will take the form of a predetermined monthly car allowance or by the standard mileage rate established by the IRS and will be considered payment for the use of the vehicle, insurance, and all other transportation costs.

In order to qualify for reimbursement, an employee must secure prior approval from their immediate Supervisor or Department Head, provide proof of the mileage used for Park District business and provide proof that the vehicle was used on Park District business (i.e., submission of an approved mileage reimbursement form and other appropriate documentation such as receipts as required by the Park District).

## **6.8 ATTENDANCE, PUNCTUALITY, AND DEPENDABILITY**

The Carol Stream Park District depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Moreover, an employee must notify their Supervisor as far in advance as possible, but not later than one hour before their scheduled starting time if they expect to be late or absent. This policy applies for each day of their absence unless there is a pre-approved PTO involved. An employee who fails to contact their immediate Supervisor may be considered as having voluntarily resigned. An accurate record of attendance will be maintained by the Human Resources Office. A record of absenteeism and lateness may also be kept by an employee's Supervisor and becomes part of the personnel record. To the extent permitted by law, absenteeism and lateness lessen an employee's chances for advancement and may result in disciplinary action up to and including termination of employment.

## **6.9 CONFIDENTIALITY POLICY**

Many of us at the Park District are entrusted with confidential information. We all depend on each other to be trustworthy, honest individuals, with the ethical responsibility of treating our business affairs with the highest degree of confidentiality.

For these reasons, we all need to remember that employees must not disclose confidential financial data, or other non-public proprietary company information. And employees must not share confidential information regarding business partners, vendors or patrons. Everyone who works at the Park District is required to abide by this policy, which reflects legal requirements as well as ethical standards.

Precautions to be observed for electronic and computer systems, including the use of passwords and the safeguarding of data, are described elsewhere in this handbook. With respect to information in hard copy:

- Avoid, whenever possible, the removal of reports, files, etc. from our offices.
- Keep confidential information in secure locations, such as locked cabinets or file rooms.

- Use care when disposing of confidential reports or sensitive Park District or patron customer information. Certain information requires shredding or retention.

Employees may also have access to information about patrons and vendors. Employees must take all reasonable steps to protect the confidentiality of all information relating to our patrons and vendors from disclosure to unauthorized persons or employees. Employees must immediately notify their Supervisor if they are aware that information about a patron or vendor was improperly shared or discovered by an unauthorized person employee.

All Park District records and information relating to the Carol Stream Park District or its customers are confidential and employees must, therefore, treat all matters accordingly. No Carol Stream Park District information or Carol Stream Park District-related information, including without limitation, printed or electronic documents, notes, files, records, oral information, computer files or similar materials (except in the ordinary course of performing duties on behalf of the Carol Stream Park District) may be removed from Park District premises without permission from the Park District.

Additionally, the contents of the Carol Stream Park District's records or information otherwise obtained in regard to business may not be disclosed to anyone, except where required for a business purpose or through the Freedom of Information Act. Employees must not disclose any confidential information, purposefully or inadvertently through casual conversation, to any unauthorized person inside or outside the Park District. Employees who are unsure about the confidential nature of specific information must ask their Supervisor for clarification. Employees will be subject to appropriate disciplinary action, up to and including dismissal, for knowingly or unknowingly revealing information of a confidential nature.

## **6.10 PERSONAL APPEARANCE GUIDELINES**

The personal appearance of employees is one of the many ways the Park District's image is conveyed to the general public. An employee's personal grooming and appearance should always be clean, neat, and appropriate for the duties being performed. The Executive Director or his designee will have discretion over the District's personal appearance guidelines.

Uniforms, name tags, or safety equipment and attire may be required for certain jobs. It is each employee's responsibility to follow the guidelines designated for their position. These items are property of the Park District and must be returned upon termination of employment.

Employees who report to work in a manner not consistent with the guidelines will be asked to correct their appearance and may be sent home on unpaid leave to do so. Continued failure to adhere to the guidelines for personal appearance will result in disciplinary action up to and including termination of employment.

## **6.11 WEAPONS POLICY**

The Park District strictly prohibits and does not tolerate weapons at any Park District facility, on any Park District property (including District vehicles), or at any Park District-sponsored event. Except as otherwise permitted by law. The Park District's facilities and parks are considered prohibited areas under the Illinois Firearm Concealed Carry Act (FCCA).

Weapons include visible and concealed weapons, including those for which the owner has necessary permits. Weapons can include firearms, knives with a blade longer than three inches, explosive materials or any other objects that could be used to harass, intimidate, or injure another individual, employee, or Supervisor.

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

#### **6-11.1 Procedure for Reporting Possession of a Weapon**

If you know of an employee possessing a weapon, you are encouraged to discuss your questions, problems, complaints, or reports with your immediate Supervisor. If you feel uncomfortable doing so, or if your Supervisor is the source of the problem, condones the problem, or ignores the problem, report to HR or the Executive Director.

If neither of these alternatives is satisfactory to you, then you can direct your questions, problems, complaints, or reports to the Police.

### **6.12 RESTRICTED ACCESS ITEMS (KEYS, CREDIT CARDS, AND OTHER RESTRICTED ITEMS)**

In order to provide as much protection as possible for the security of our employees, as well as our property, certain items such as credit cards, keys, vehicles and designated rooms will be issued only to those employees whose responsibilities require them.

The designation of what is included under restricted items, depending on the items, will be made by the Executive Director or Department Head as appropriate.

An employee may be charged an appropriate fee for the replacement of any lost or damaged restricted access item. Upon leaving employment with the Carol Stream Park District for any reason, all restricted access items will be returned on or prior to the employee's last day of work.

Inappropriate use of restricted items, as determined by the Executive Director or his designee, is prohibited and is subject to disciplinary action up to and including termination.

### **6.13 ROMANTIC OR SEXUAL RELATIONSHIPS**

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

Accordingly, the Park District strongly discourages such relationships and any conduct (such as dating between a Supervisor, an employee or current vendor) 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 Park 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 a Supervisor, an employee or current vendor should develop; it shall be the responsibility and mandatory obligation of the Supervisor to promptly disclose the existence of the relationship to an employee's Department Director or HR. An employee may make the disclosure as well, but the burden of doing so shall be upon the Supervisor.

The Park 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 the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The Department Director shall inform the Executive Director and others with a need-to-know of the existence of the relationship. Upon being informed or learning of the existence of such a relationship, the Executive Director or his designee may take all steps that they, in their discretion, deem appropriate. At a minimum, an employee and Supervisor will not thereafter be permitted to work together on the same matters (including matters pending at the time 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.

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.

## **6.14 SMOKE FREE ILLINOIS**

### **6-14.1 Introduction**

The Carol Stream Park District is committed to providing a safe and healthy workplace and to promoting the health and wellbeing of its employees. The following smoking policy has been adopted and shall apply to all employees of the Park District.

### **6-14.2 Policy**

The use of tobacco and e-cigarette products are prohibited at all District premises and property including, but not limited to: buildings, facilities, parking lots, garages, entrances, exits, doors, windows, ventilation intakes, public restrooms, vehicles, and gasoline powered ride-on or hand operated equipment.

Electronic smoking device, i.e. e-cigarettes, means an electronic device that can be used to deliver nicotine or other substances to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, cigarillo, or pipe.”

## **SECTION 7**

### **DISCIPLINARY ACTION**

#### **7.1 DISCIPLINARY ACTIONS**

All employees are expected to meet the Park District's standards of work performance, engage in acceptable conduct and to satisfactorily perform their duties under the policies, guidelines, and rules contained in this Manual. In addition, employees are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of their Supervisors, and to act in accordance with federal, state, and local law. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Park District's policies and procedures.

If an employee does not meet these standards, the Park District may, under appropriate circumstances, take corrective action, other than immediate termination. The intent of corrective action is to formally document problems while providing an employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance on areas that need improvement such as work performance, attendance problems, attitude, personal conduct, general compliance with the Park District's policies and procedures and/or other disciplinary problems.

Although not required or guaranteed, some form of progressive discipline may be used if deemed appropriate by the Park District. Employees may be dismissed, however, after a progressive disciplinary action has not changed any substandard performance or misconduct on their part. Notwithstanding the Park District's option to use progressive discipline, the Park District is not required to do so and may forego lesser forms of discipline at any time and proceed immediately with discharge of an employee.

##### **7-1.1 Verbal Warning**

Supervisors may issue verbal warnings. Verbal warnings are issued for the purpose of expressing disapproval of conduct or poor work performance and/or attendance, to clarify applicable procedures or guidelines, and to warn an employee that repetition of the conduct or failure to improve work performance and/or attendance may result in more severe discipline including discharge. The Supervisor imposing the verbal warning will discuss the warning with an employee and suggest how to correct the offending conduct. Documentation of a verbal warning will be placed in an employee's personnel file.

##### **7-1.2 Written Warnings**

Written warnings may be issued by a Supervisor. Written warnings consist of a conference between an employee and the Supervisor imposing the warning, and a written memorandum expressing disapproval of conduct, performance, and/or attendance and consequences if conduct continues or does not improve. Consequences may result in more severe discipline up to and including termination of employment. Written warnings will be used for poor work performance, poor

attendance, or repeated misconduct of a minor nature, or an instance of a more serious misconduct, which in the Park District's opinion does not warrant discharge.

Employees are required to sign the written warning indicating receipt of the warning and their understanding of the reason for the warning. An employee will also be given an opportunity to provide written comments on the form. If an employee refuses to sign, another Supervisor will be asked to witness the refusal. A copy of the written warning will be placed in an employee's personnel file.

### **7-1.3 Probation/Final Warning**

Employees may be placed on probation by a Supervisor or department director. Probations will consist of a conference between an employee and the Supervisor/director imposing the probationary period, and a written memorandum expressing the disapproval of conduct, performance, or action. Similar to the Introductory Period for a new employee, an employee on probation will be required to use this period of time to improve performance, attendance or other unsatisfactory conduct. A probationary period will be no less than 30 days, and no more than 90 days. Upon completion of the probationary period an employee and Supervisor will meet to discuss status of performance. The Supervisor will determine if the performance warrants an employee returning to regular status, remaining on probationary status, or warrants more severe actions up to and including termination of employment.

Employees are required to sign the written probation document indicating their receipt of the document, their understanding of the reason for the probation, and their understanding improvements that are expected. If an employee refuses to sign, another Supervisor will be asked to witness the refusal. A copy of the written probation document will be placed in an employee's personnel file. Employees may attach a written statement of their own to the probation document.

### **7-1.4 Dismissal**

A dismissal is a termination of employment initiated by the Park District. Employees may be dismissed for any lawful reason at any time. All Park District employees serve at the will of the Park District.

If an employee is dismissed they will receive written notice of the reasons for their dismissal including effective date and time of dismissal. The Supervisor or designee will meet with an employee, explain the reasons for their dismissal, and offer them the opportunity to respond. An employee will be asked to sign the written notice of their dismissal indicating their receipt of the notice and understanding of the reason for the dismissal. If they refuse to sign, another Supervisor may be asked to witness the refusal. A copy of the notice will be placed in their personnel file.

## **7.2 EXAMPLES OF REASONS FOR DISCIPLINARY ACTION**

An employee may be warned and/or dismissed whenever it is determined, in the Park District's sole discretion, to be in its best interests. Below are some examples of reasons for disciplinary action. This list does not constitute an exhaustive list of all of the acts that may subject an employee to disciplinary action including discharge and does not change the employment-at-will relationship

between an employee and the Park District. Instead, the following list sets forth some of the more typical cases that arise in the course of an employment relationship. They include but are not limited to:

1. Failure to adhere to Park District policies and/or procedures including without limitation safety policies, ordinances, and procedures.
2. Absence from duty without permission, habitual tardiness, excessive absenteeism, or misrepresentation of material facts relating to the use of leave.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Leaving job during working hours without permission.
5. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your Supervisor(s).
6. Inability or unwillingness to take orders from Supervisor(s). This also includes unwillingness to cooperate in an investigation.
7. Uncooperative, hostile or discourteous attitude or conduct toward your Supervisor(s), the Board, co-workers or members of the public or threatening or striking any person who is in or on Park District property or participating in Park District activities.
8. Being wasteful of, or the willful destruction of, Park District supplies, materials, vehicles, equipment, tools, working time or other Park District property.
9. Failure to wear uniform or safety equipment (e.g., safety shoes, glasses, goggles and/or face shield) as required by this Manual, the District's Safety 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 manual, rules and/or procedures.
10. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
11. Failure to follow any federal, state, local or Park District law, rule or regulation while on duty or while in or on Park District property or engaging in criminal activity while on duty or while in or on Park District property.
12. Failing to report an accident or known hazardous conditions to your immediate Supervisor.
13. Gambling or fighting while on duty.

14. Being under the influence or possession of intoxicants or illegal drugs while on duty or on Park District property or failing to notify the Park District that you are taking legal drugs when such notice is required.
15. Theft or misappropriation or the careless, negligent, or improper use of funds or property belonging to the Park District, fellow employees, or the public.
16. Possession of weapons in or on Park District property or while on duty.
17. Felony conviction.
18. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.
19. Failure to maintain valid driver's license or other license or certification which may be required for your position or as provided in this Manual.
20. Smoking in restricted areas.
21. Harassment of other employees or members of the public.
22. Dishonesty; lying to Park District personnel or falsifying or providing misleading information on forms, records or reports provided to or on behalf of the Park District including without limitation accident reports, employment applications/resumes, financial reports, reimbursement reports and departmental reports.
23. Time card or sign-in book violations.
24. Unauthorized possession, use or copying of any records that are the property of the Park District.
25. Sleeping on duty.
26. Violation of employee policies, rules or guidelines or engaging in any conduct determined by the Park District in its sole discretion not to be in its best interests.
27. 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 (HIPPA) and as defined by the U.S. Department of Health and Human Services.

### **7.3 REVIEW OF DISMISSAL**

The decision to dismiss employees shall be final unless an employee requests a review of their dismissal by submitting a written request to the Executive Director within five working days from the date the action was taken. The Executive Director or a designee may meet with an employee

and investigate the circumstances surrounding their dismissal. The Executive Director or the designee(s) should issue a written determination within 10 working days of receipt of the written request. The Executive Director's decision shall be final.

Nothing in this section shall limit or restrict the Park District's right to dismiss an employee at any time, with or without cause.

The Park District's failure to strictly adhere to the time limits or the procedure in this section shall not affect the resolution of any disciplinary action. This procedure will be followed to the extent that it is, in the Park District's sole discretion, practicable. The Park District reserves the right to proceed directly to the Director's or the designee's review of an employee's dismissal.

#### **7.4 EMPLOYEE'S RESPONSE**

An employee may respond to any disciplinary action taken against them by preparing a written response stating their position or objection to the disciplinary action and placing it in their personnel file. It is an employee's responsibility to make certain that a written response is placed in their personnel file.

Nothing in this Section shall limit or restrict the Park District's right to dismiss an employee at any time, with or without cause or notice. As an at-will employee of the Park District, an employee may terminate their employment at any time, with or without cause or notice and the Park District retains a similar right.

## **SECTION 8**

### **SEPARATION OF EMPLOYMENT**

#### **8.1 EMPLOYMENT AT-WILL**

Employment with the Park District is on an at-will basis. This means that both employees and the Park District have the right to terminate employment at any time with or without cause or notice.

#### **8.2 RESIGNATIONS AND RETIREMENTS**

As an at-will employee, an employee may resign their position with the Park District at any time, with or without notice or cause. However, the Park District requests that an employee give their immediate Supervisor sufficient notice of their intention to resign to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of the position. The Park District requests that an employee should give written notice to their immediate Supervisor at least ten working days prior to their last workday; however, twenty working days' notice is preferred. PTO, vacation days, sick days, or personal days may not be used in the 10-day notice period. An employee may leave anytime during the ten days with their immediate Supervisor's consent and remain in good standing.

##### **8-2.1 Dismissals**

Every Park District employee has the status of "employee-at-will," meaning that no one has a contractual right, expressed, or implied, to remain in the Park District's employ. The Park District may terminate an employee's employment, or an employee may terminate their employment, without cause, and with or without notice, at any time for any reason. No Supervisor or other representative of the Park District (except the Executive Director) 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.

##### **8-2.2 Retirement**

Employees may retire for the purpose of collecting retirement or Social Security. Employees should contact HR so that the appropriate paperwork can be completed in a timely manner.

#### **8.3 RETURN OF PARK DISTRICT PROPERTY**

Before officially separating from the Park District's employment for any reason, an employee must return all Park District property, including without limitation vehicles, tools, keys, uniforms, equipment, and identification, credit and insurance cards.

#### **8.4 PAYOUT OF VACATION (PTO) UPON SEPARATION OF SERVICE**

Upon separation, an employee's unused earned vacation time will be paid to them or their heirs at their regular rate of pay. There will be no compensation for earned but unused, sick, holiday or

birthday time. An employee's health insurance may be continued under applicable law. HR will provide an employee with the appropriate information upon separation from the Park District.

## **8.5 POST RESIGNATION/TERMINATION PROCEDURES**

### **8-5.1 Exit Interview**

In cases of voluntary resignation, HR conducts an exit interview for Full-Time, Full-Time Equivalent, and Regular Part Time employees. At this meeting, an employee is required to return all Park District property not previously returned, such as nametags, keys, security cards, and all other Park District property. Seasonal and Part Time employees are asked to complete an online exit interview survey.

### **8-5.2 Continuation or Termination of Benefits**

HR will answer all questions regarding forms for continuation or termination of insurance and benefits including: COBRA, IMRF, and other termination related matters.



## Appendix A

### EMPLOYMENT CONTRACT DISCLAIMER AND SIGNED ACKNOWLEDGMENT

I hereby acknowledge receipt of the Carol Stream Park District Personnel Policy Manual and Appendices ("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, Department Head, Superintendent of HR, or Executive Director.

I understand that this Manual has been developed as a general reference guide for Carol Stream Park District ("Park District") employees and that neither the Manual nor 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 express or implied, on the part of the Park District. I also understand that the policies, benefits, and rules contained in this Manual can be changed or discontinued by the Park District at any time, with or without advance notice. I 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 Park District, other than the Director with the Board's express 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 Business Department.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



## Appendix B

### ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES

#### DOT DRUG AND ALCOHOL PROCEDURE

##### Introduction

In an effort to promote public safety and to help prevent accidents and injuries the U.S. Department of Transportation (DOT) instituted regulations that establish a zero-tolerance level for the presence of alcohol or controlled substances in the system of any individual who operates or maintains a commercial class vehicle. The regulations establish testing requirements to help ensure compliance with the alcohol and controlled substance prohibitions. The controlled substances prohibited by the DOT regulations are: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The following procedures have been developed to implement the DOT regulations which can be found in 49 CFR Parts 40 and 382. The numbers inside the parentheses appearing in many of the sections refer to 49 CFR Part 40 or 382 sections relevant to the particular procedure. Employees who violate this policy are subject to disciplinary action, up to and including discharge.

##### Adverse Effects of Alcohol and Drug Use

Unlawful use of drugs and alcohol poses a number of risks. Alcohol and drug abuse can lead to a number of health problems, such as lung cancer, obstructive pulmonary disease, chronic respiratory infections, liver disease, high blood pressure, cardiac disease, and seizures. Drug abusers are at an increased risk for AIDS and hepatitis.

The impairments drugs cause, mean users (and their nearby co-workers) suffer more accidental injuries and motor vehicle accidents. Drugs can also rob the user of his or her ability to place for and reach long-term goals, to deal constructively with stress and anxiety, or to have successful and satisfying friendships and family relationships. Because drug use is unlawful, lives can be ruined when users are arrested, jailed, or injured by drug-related violence.

The District has gathered a variety of pamphlets and other materials about alcohol and drugs. These materials are available in HR. In addition, employees may access the confidential Employee Assistance Program (E.A.P.) for information and assistance with alcohol or drug use. Information about the District's E.A.P. can be obtained through an employees' immediate Supervisor or HR.

##### Affected Employees

The following employees are subject to these alcohol and drug procedures, restrictions, and requirements: All employees who are required to have a valid CDL driver's license as a condition of employment and operate a commercial vehicle for the Carol Stream Park District. This includes regular full-time and regular part-time employees.

The above employees are subject to these procedures and regulations at all times while on duty including all overtime and call back time. An exception may be made by the Director to exempt an

employee from alcohol use restrictions if an employee is attending off site training and is not expected to return to duty for the remainder of the day.

Employee Requirements (382.201 to .215):

To meet the DOT regulations, the following requirements are placed upon affected employees. Exceptions to these requirements may be made by a Director in making temporary work assignments for employees.

1. Affected employees will not consume any product containing alcohol or controlled substances while on duty.
2. Affected employees will not report for duty while there is any alcohol or controlled substance in their system (unless the use is pursuant to the instruction of a physician who has been informed of the affected employee's job duties, and has advised the affected employee that the substance does not adversely affect his/her ability to safely perform his/her job).
3. Affected employees will not possess any product containing alcohol or controlled substances while on duty.
4. Affected employees cannot report for duty within four hours of having consumed alcohol and may not perform safety-sensitive functions (this includes but is not limited to operating motor vehicles or equipment) within four hours after using alcohol.
5. Affected employees must immediately report for testing when so ordered, and must cooperate with testing personnel and procedures.
6. Affected employees must agree to release testing results to the Park District and to the substance abuse professional (SAP), and to release the substance abuse professional's report to the Park District.
7. Affected employees cannot consume alcohol for eight hours following an accident involving a death or an accident for which an employee received a moving violation for their operation of a commercial class vehicle which contributed to the accident or until an employee undergoes a post-accident or controlled substance test, whichever occurs first. An employee must remain available for testing for a period of eight hours for an alcohol test or 72 hours for a controlled substance test.

Tests Performed:

Detailed descriptions of the testing procedures are contained in 49 CFR Part 40 and Part 382. A brief description of the testing procedure follows.

1. Alcohol Test

- a. Employee immediately reports to the designated testing facility, shows a photo identification card, and signs testing form.
  - b. Employee blows into alcohol testing device. If employee cannot exhale sufficient quality of air through the machine for a complete test a medical exam will be performed.
  - c. If test results are negative an employee returns to work. Results will be reported to the Director.
  - d. If test results are positive, another test will be performed after a 15-minute wait but before 20 minutes. An employee may not eat or drink anything nor belch during the waiting period for the retest.
  - e. If retest results are negative, test is reported to the Director as negative.
  - f. If retest results are positive, the test results are immediately reported to the Director.
2. Controlled Substances Test: Testing will only be performed for the five controlled substances prohibited by the DOT regulations - Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine.
- a. Employee immediately reports to the designated testing facility, shows a photo identification card, and signs the testing form.
  - b. Employee provides a urine sample. If unable to provide sufficient quantity for testing, an employee will be asked to drink water (up to 24 oz. in two hours) and attempted again.
  - c. Hospital personnel will perform required testing to verify that the specimen sample has not been tampered with. An employee returns to work.
  - d. Sample is sent to Lab where it is split in half. A screening test is performed on a portion of one of the sample splits. If negative results are obtained the testing is reported as negative to the medical review officer (M.R.O.) who in turn reports negative results to the Director.
  - e. If screening tests are positive, sophisticated confirmation testing is performed on the rest of the split sample. Results are reported to the M.R.O. If negative the M.R.O. reports a negative result to the Director.
  - f. If the results are positive, confirming the presence of one of the five controlled substances, the M.R.O. will contact an employee to talk over the results of the test to determine if there is a legitimate clinical reason for the presence of the drug, and will decide if test results are negative or positive. If an employee cannot be reached by the M.R.O., the Director will be contacted to tell an employee to contact the M.R.O. If contact is not made in 72 hours the M.R.O. will determine the test results as positive. The M.R.O. reports to the Director test results as positive or negative.

- g. If test results are positive, an employee will be removed from duties of operating or maintaining a commercial class vehicle. An employee has 72 hours in which to request a retest of the second split sample, and can request that the split sample be tested at a second lab. A negative retest of the split sample will cancel the first positive results.

Six circumstances under which testing will be performed:

1. Pre-employment Testing (382.301,. 413)

- a. Before a new employee is hired or before an existing employee may be transferred to a position in which operating or maintaining a commercial class vehicle is required, both alcohol and controlled substance testing is required.
- b. If an employee has not been in a random testing pool for one month, then alcohol and controlled substance testing must be performed before an employee may operate or maintain a commercial class vehicle.
- c. Alcohol test results must be below 0.04 and controlled substances negative or an employee cannot be hired to the position without a substance abuse professional evaluation. There is no requirement that the prospective employee be hired or that they see the M.R.O. or SAP, but an attempt must be made to inform the prospective employee of the test results and to seek an evaluation.
- d. In addition to submitting to testing, the prospective employee must supply the Park District with the names of all firms for which they have been employed in the previous two years operating or maintaining commercial class vehicles. The prospective employee must cooperate fully with the Park District in obtaining from each of the previous employer's results of any positive test, SAP's reports, and any refusals to test.

2. Random Testing (382.305)

- a. All affected employees will be placed in pool from which random selections for testing will be made. Random testing will be for both alcohol and controlled substances.
- b. The annual rate of testing for the entire pool will be as directed by the U.S. Secretary of Transportation, currently 10% per year for alcohol and 50% per year for illegal drugs.
- c. Every employee in the selection pool has an equal chance of being selected each time a drawing is made.
- e. Selection for testing will be performed on a sufficiently random basis by the Consortium. Employees will not know when testing is complete for the year nor when to anticipate the next selection.

- f. A surplus of names will be generated so that another selection may be made in place of an employee who is temporarily on leave.

3. Reasonable Suspicion Testing (382.307)

- a. When a Supervisor has reason to believe that an employee has alcohol or controlled substances in their system they contact another Supervisor who will also observe an employee. If both Supervisors are in agreement, an employee will be driven the designated testing facility for alcohol or controlled substances testing as appropriate.
- b. The Supervisor's determination must be based upon specific, describable, current observations of an employee's appearance, behavior, speech, or body odor. Possession alone is not sufficient cause to require an employee to submit to testing.
- c. When a reasonable suspicion determination has been made, an employee must immediately stop operation or maintenance of a commercial class vehicle. (For 24 hours or until a negative test result whichever comes first).
- d. An employee will be informed of his or her right to consent or refuse testing, and the consequences of refusing testing or failing an alcohol or drug test. An employee will be asked to review and sign a Consent/Refusal Form.
- e. The Supervisor calls the designated testing facility to advise that an employee will be reporting for the testing. An employee under suspicion must be accompanied to the testing facility, preferably by a Supervisor.
- f. If an employee refuses to submit to a test, he will be required to call someone to drive him home. If unable to find someone, a cab will be called. The Park District will pay for the cab with reimbursement by an employee when he returns to work. If an employee insists on driving himself, the local Police Department will be called and notified.
- g. Testing for alcohol reasonable suspicion should be performed within two hours, but cannot be conducted if eight hours have passed since the determination was made. A written report must be submitted to the Director for the file explaining why testing was not performed within two hours. Controlled substances testing should be performed as soon as possible but not after 32 hours since the determination was made.
- h. The Supervisor(s) making the determination must submit a signed written description citing the specific observations which led to the reasonable suspicion testing. The written description should be submitted before the test results have been received.

4. Post-Accident Testing (382.303)

- a. A surviving driver of a commercial class vehicle involved in an accident in which a death occurred or for which the driver received a ticket for the operation of their

commercial vehicle having contributed to the accident, will be tested for both alcohol and controlled substances.

- b. The driver will remain readily available for testing after an accident until 32 hours have passed or earlier if a Supervisor advises that testing will not be necessary.
- c. A driver cannot consume any alcohol within eight hours following an accident unless a Supervisor advises that no testing will be required or testing has already been performed.
- d. If a death occurs or a driving citation is issued, alcohol testing will be performed within two hours but no testing after eight hours, and controlled substance testing within 32 hours. A written record must be submitted to file explaining why alcohol testing could not be performed within two hours if such is the case and a record if either testing could not be performed.

5. Return to Duty Testing (382.309): Alcohol and controlled substances testing will be performed with negative test results (less than 0.02 alcohol) on all affected employees who:

- a. Have been removed from duty of operating or maintaining a commercial class vehicle for refusing to test or testing positive for controlled substances or alcohol greater than 0.04. Employee will be responsible for all costs associated with this classification of return to duty testing or
- b. Have not been in a random testing pool for more than 30 days. (Employees who have been on extended leave).

6. Follow-up Testing (382.311,.605)

- a. Any affected employee who has refused to test or who has tested positive for controlled substances or greater than 0.04 alcohol content and has been determined by a substance abuse professional to require help in dealing with their substance abuse problem will be subject to follow up testing.
- b. A Director will order the affected employee to immediately report for surprise alcohol or controlled substance (or both) testing at the frequency prescribed by the substance abuse professional. A Director will advise the SAP of the test results. The duration of surprise testing will continue as long as required by the SAP to a maximum of five years.
- c. At a minimum, six unannounced tests will be required within the first 12 months of return to duty. This minimum must be conducted regardless of whether the SAP deems no more testing is required.
- d. Employee is responsible for all costs associated with follow-up testing.

Consequences of failed or refused tests (382.605)

1. An employee will be immediately removed from duty upon an employee's refusal to cooperate with testing procedures or upon receipt of positive test results. Employees who refuse to submit to testing or fail an alcohol or drug test are subject to disciplinary action, up to and including discharge.
2. An employee selects a Substance Abuse Professional (SAP). An employee is responsible for payment to the substance abuse professional and subsequent counseling and rehabilitation. An employee's medical insurance may be used to help pay for these services. A list of SAP's will be provided an employee; however, an employee is free to choose any certified SAP.
3. An employee signs a release allowing the Park District to release the test results to the SAP and signs a release for the SAP to report back to the Director.
4. The SAP will report back to the Director that an employee:
  - a. Does not require any help in dealing with a substance abuse problem - in which case an employee may be returned to full duty.
  - b. That an employee requires and is cooperating with continued counseling and rehabilitation and may return to full duty, or may not return to full duty yet.
  - c. That an employee requires but is not cooperating with counseling and rehabilitation and may not return to duty.
5. An employee is responsible for obtaining any counseling or rehabilitation prescribed the SAP and must provide appropriate releases for counseling and rehabilitation professionals to report back to the SAP Employees are advised that the U.S. DOT regulations require that the additional counseling and rehabilitation not be performed by any business entity in which the SAP has a financial interest.
6. When the SAP reports to the Director that an employee may return to full duty of operating and maintaining commercial class vehicles an employee must:
  - a. Test negative in return to duty alcohol or controlled substances testing (or both tests if so indicated by the SAP).
  - b. Continue with any rehabilitation therapy if so prescribed by the SAP.
  - c. Test negative in unannounced follow up testing as prescribed by the SAP or at a minimum, six tests in the first 12 months of returning to duty as ordered by the Director.

#### Required Training

1. All affected employees will be informed of the new DOT regulations and these policies and procedures to implement the regulations.

2. All Supervisory personnel will receive training in recognizing physical signs of alcohol misuse and controlled substance use prior to any employee being ordered to submit to reasonable suspicion testing by that Supervisor. Sixty minutes of training for alcohol misuse recognition and 60 minutes of training for controlled substance use recognition are required.
3. All new employees and newly transferred employees to affected positions will receive training prior to operating or maintaining a commercial class vehicle. All newly hired Supervisory personnel will receive 60 minutes of alcohol misuse recognition training and 60 minutes of controlled substances use training prior to their requiring any employee to submit to reasonable suspicion testing.
4. All employees will sign a receipt that they attended the training. The receipt will be kept in Park District records.



## Appendix C

### CONSENT TO DRUG TESTING

I \_\_\_\_\_, hereby voluntarily consent to submit to drug testing by a physician, clinic, laboratory, or medical facility chosen by the Carol Stream Park District ("Park District") at the Park District's expense. I hereby consent to the physician, clinic, laboratory, or medical facility taking and analyzing a sample or specimen of my breath, urine, saliva, blood and other similar substance. I also authorize the physician, clinic, laboratory, or medical facility to disclose his, her or its findings, conclusions, and opinions regarding the drug testing to a Park District official or a designated representative.

I hereby further consent to Park District's contacting my physician or pharmacist to verify my reported use of legally-prescribed drugs, including medical marijuana, in accordance with the Park District's Alcohol and Drug Abuse Policy and authorize my physician or pharmacist to provide all information requested by the Park District regarding my use of such drugs, including without limitation the possible effects of such use on my performance of my job functions.

I also acknowledge receiving, reading, and understanding the Park District's Alcohol and Drug Abuse Policy. I understand that, in accordance with this policy, failure to execute this document and submit to drug testing, or failure to report to the Park District the use of legal drugs as required by the policy, may result in non-hire or disciplinary action, up to and including termination of employment.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness Signature

\_\_\_\_\_  
Date

## Appendix D

### MODIFIED DUTY PROGRAM POLICY

The Carol Stream Park District is committed to providing employees with available, reasonable opportunities to maintain career and employment status and benefits. To that end, we have developed a Modified Duty Program. We feel that a Modified Duty Program is mutually beneficial and may aid in an employee's recovery.

**The purpose of the Modified Duty Procedure is to provide a TEMPORARY modified work assignment, when feasible, available and applicable. The feasibility of Modified Duty will be determined in the sole discretion of the Park District. Noncompliance with the Modified Duty Policy may result in a reduction of workers compensation benefits and possible disciplinary action, up to and including dismissal.**

For purposes of this policy, the following definitions apply:

1. "Park District Employee" means any individual who is employed by the Park District in a valid, authorized position.
2. "Modified Duty Program" is a temporary assignment of duties to a worker with an occupational injury or illness whose doctor indicates that the worker may return to work subject to specified restrictions, and has not yet reached a level of maximum recovery enabling an employee to return to regularly assigned duties.

#### OBJECTIVES

1. To return injured employees to work as soon as possible provided there is not a probability of re-injury or aggravation of an injury to themselves, and the return to work does not directly or indirectly adversely jeopardize the safety of others or is otherwise potentially detrimental to the Park District.
2. To minimize financial hardship and emotional stress to an employee who has sustained an injury.
3. To assist employees in returning to work at a level close to their pre-injury earnings and productivity.
4. To retain qualified and experienced Park District employees.
5. To further the Park District's commitment and obligation to provide recreational programs, services and facilities to the public.

#### BASIC PROGRAM REQUIREMENTS

1. Employees may be assigned to a Modified Duty assignment when TEMPORARILY unable to perform the essential functions of their regular position due to injury or illness, provided

that the Modified Duty assignment fulfills a job function(s) useful to the Park District and is within limitations set by treating and/or evaluating physicians. Modified Duty assignments will not create a new job, but instead will incorporate or modify an existing position on a temporary basis. The assignment may include duties anywhere within the Park District.

2. A time limit will be established on a case-by-case basis for the length of time that modified duty will be made available. This time limit shall be subject to review and revision at the sole discretion of the Park District.
3. The Park District will compensate an employee on modified duty at an employee's regular pay rate if possible. If this is not possible, an employee will be compensated no less than 2/3 of what an employee's average weekly regular wage (excluding overtime) was prior to the accident, injury, or illness. Compensation may be made by the Park District and/or the Park District's workers' compensation coverage provider, the Park District Risk Management Agency (PDRMA.)
4. There should be regular communication among HR, an employee's immediate Supervisor, the physician and PDRMA throughout the course of treatment and recovery.
5. Employee Responsibilities: Participates in the Modified Duty program as assigned; reports any problems with Modified Duty assignment to immediate Supervisor; to promptly notify the immediate Supervisor of any and all changes or modifications to an employee's work restrictions; provides all original copies of physician releases and reports and all medical records and forms to HR promptly when received; if you are asked to complete a task that you cannot complete or in any way adversely affects your injury, you must immediately notify the person who assigned you the task. In addition, if your injury requires that you see a physician for subsequent visits for the same injury, you must inform your immediate Supervisor prior to any and all visits so your immediate Supervisor can complete the necessary forms and make the necessary arrangements for your absence if you must visit the doctor during your working hours. If your immediate Supervisor is unavailable, you must so contact the Supervisor at the succeeding level of authority in your department. In order to avoid disruption of Park District operations, you should schedule doctor's appointments during non-work hours. Please note, under the Illinois Workers' Compensation Act, the Park District may ask an employee entitled to receive disability payments under the Act to undergo an examination by a duly qualified medical practitioner or surgeon selected by the Park District at any time and place reasonably convenient to an employee, for the purpose of determining the nature, extent and probable duration of the injury received by an employee, and for purposes of ascertaining the amount of compensation which may be due an employee from time to time for disability according to the provisions of the Act.
6. An employee who declines a Modified Duty position, which is within the limitations, as determined by the treating or evaluating physician, may be subject to disciplinary action and possible dismissal. An employee may also lose eligibility for workers compensation benefits.

7. Periodic review will be conducted while an employee is on Modified Duty status to determine the appropriateness and reasonableness of continuing an employee in the assignment. A review may be conducted at any time.

## PROCEDURE

1. The Department Head or immediate Supervisor is typically responsible for the management of employees on Modified Duty status. He may also coordinate Modified Duty assignments with other departments, HR, and PDRMA. Each department is responsible for keeping a list of Modified Duty assignments up-to-date, and for advising HR of any changes to their modified duty lists.
2. When an employee is injured, the attending physician will be asked to complete a Physician's Evaluation of Functional Capabilities. This form, sent to the physician by HR, requests a list of the duties an employee is capable of performing and any physical limitations he may have.
3. The Physical Evaluation Form must be returned by an employee to HR, who will contact an employee's immediate Supervisor. The immediate Supervisor will work with the Department Head or HR in assigning modified duty to an employee, if possible or applicable.
4. In some cases, departments may not have any available Modified Duty tasks. If so, HR will be contacted to work with other departments to arrange Modified Duty assignments in their Facility.
5. All Modified Duty Assignments are subject to continuing review of the existing medical restrictions of an employee, and departments will continue to develop and coordinate appropriate duty assignments with HR and PDRMA, and monitor ongoing medical status and work adjustment.
6. When applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parties involved.
7. Employees will be compensated at the pre-determined rate of pay while performing

Modified Duty assignments, including time necessary to report to a physician's office for further review. Time above and beyond that which is necessary for the doctor's visit, including reasonable transportation time, will be charged against an employee's available sick, personal, or other time off. If an employee does not have any available time, he will be compensated for such time only to the extent required by law.



## Appendix E

### ILLINOIS ABUSED AND NEGLECTED CHILD REPORTING ACT AND ACKNOWLEDGMENT

It is the policy of the Carol Stream Park District to comply fully with the State of Illinois Abused and Neglected Child Reporting Act codified in 325 ILCS 5/1 et seq. Under the Act, “recreational program or facility personnel” are mandated reporters. As such, the Park District will make every reasonable effort and precaution to prevent, detect and handle cases of suspected child abuse and neglect for children who participate and use Park District programs, areas and facilities and will ensure that any such cases get reported to the Illinois Department of Children and Family Services (CDFFS) in accordance with the Act. Employees of the District shall sign an Acknowledgement Form stating that they are familiar with their responsibilities as mandated reporters under this Act.

#### Definitions

“**Abused child**” means a child whose parent or immediate family member or any person responsible for the child’s welfare or any individual residing in the same home as the child or a paramour of the child’s parent:

1. Inflicts, causes to be inflicted or allows to be inflicted upon such child physical injury by other than accidental means, which causes death, disfigurement, impairment of physical or emotional health or loss or impairment of any bodily function;
2. Creates a substantial risk of physical injury to such child by other than accidental means which would be likely to cause death, disfigurement, impairment of physical or emotional health, or loss or impairment of any bodily function;
3. Commits or allows to be committed any sex offense against such child, as such sex offenses are defined in the Criminal Code of 1961 as amended and extending those definitions of sex offenses to include children under 18 years of age;
4. Commits or allows to be committed an act or acts of torture upon such child; Inflicts excessive corporal punishment;
5. Commits or allows to be committed the offense of female genital mutilation, as defined in Section 12-34 of the Criminal Code of 1961 against the child; or
6. Causes to be sold, transferred, distributed, or given to such child under 18 years of age, a controlled substance as defined in Section 102 of the Illinois Controlled Substances Act in violation of Article IV of the Illinois Controlled Substances Act, except for controlled substances that are prescribed in accordance with Article III of the Illinois Controlled Substances Act and are dispensed to such child in a manner that substantially complies with the prescription.

A child shall not be considered abused for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act (325 ILCS 2/1 et seq.).

**“Neglected child”** means any child who is not receiving the proper or necessary nourishment or medically indicated treatment including food or care not provided solely on the basis of the present or anticipated mental or physical impairment as determined by a physician acting alone or in consultation with other physicians or otherwise is not receiving the proper or necessary support or medical or other remedial care recognized under State law as necessary for a child’s well-being, or other care necessary for his or her well-being, including adequate food, clothing and shelter; or who is abandoned by his or her parents or other person responsible for the child’s welfare without a proper plan of care; or who is a newborn infant whose blood, urine, or meconium contains any amount of a controlled substance as defined in subsection (f) of Section 102 of the Illinois Controlled Substances Act or a metabolite thereof, with the exception of a controlled substance or metabolite thereof whose presence in the newborn infant is the result of medical treatment administered to the mother or the newborn infant. A child shall not be considered neglected for the sole reason that such child’s parent or other person responsible for his or her welfare has left the child in the care of an adult relative for any period of time. A child shall not be considered neglected for the sole reason that the child has been relinquished in accordance with the Abandoned Newborn Infant Protection Act. A child shall not be considered neglected or abused for the sole reason that such child’s parent or other person responsible for his or her welfare depends upon spiritual means through prayer alone for the treatment or cure of disease or remedial care as provided under Section 4 of this Act. A child shall not be considered neglected or abused solely because the child is not attending school in accordance with the requirements of Article 26 of The School Code, as amended (105 ILCS 5/26-1 *et seq.*).

#### Handling Allegations of Abuse

1. If a child advises District staff that someone has molested or otherwise abused them, staff should be prepared to help the child. District staff will be counseled to follow the guidelines below:
  - a. Remain calm and reassuring. If you panic, become angry, or overreact to the information disclosed, so will the child. The child needs to feel that the person to whom he is speaking is in control of the situation and will reassure him that everything will be okay.
  - b. Don’t criticize the child, question the child’s story, or imply that the child may have misunderstood what happened. Accept the information openly without indicating value judgment.
  - c. Encourage the child to tell the Executive Director or the appropriate Supervisor what happened. Tell him no one should ask him to keep a secret about what happened and that it is okay to talk to the Director about it. Make sure the child feels that he is not to blame for what happened. Try to avoid repeated interviews about the incident and other dealings with the child that may be very stressful for the child.
  - d. Respect the child’s privacy. Take the child to a location where you cannot be overheard by other children but within view of another adult. It is important that you discuss the child’s situation only with the Executive Director or with the appropriate DCFS and designated law enforcement personnel. It must not become the topic of conversation among other staff members either on or off District premises. The child

and his family or other persons involved should not have to pay the price of a person's indiscretion. Disclosing the information to other persons is in violation of the child's privacy rights and the privacy rights of other persons involved.

2. The Executive Director or his/her designee should be the contact person for reporting suspected child abuse. In his/her absence, the Department Director should be notified. The Executive Director should become thoroughly familiar with the reporting requirements under the Act as summarized in the following paragraphs.
3. The Executive Director and staff person reporting the suspected abuse should immediately notify DCFS as required under the Act by telephone to the DCFS "central register" or in person or by telephone through the nearest DCFS office at 1-800-25ABUSE (1-800-252-2873). Reports are immediately transmitted to the appropriate DCFS Child Protective Service Unit ("CPS"), which will in turn begin to investigate the matter.
4. The report should include, if known: 1) the name and address of the child and his parents or other persons responsible for his welfare; 2) the name and address of the school that child attends or the school that the child last attended, if the report is written during the summer when school is not in session, and the name of the school district in which the school is located, if applicable; 3) the child's age, sex and race; 4) the nature of the child's abuse or neglect, including any evidence of previous injuries, abuse or neglect of the child or his siblings; 5) the names of the persons apparently responsible for the abuse or neglect; 6) family composition, including names, ages, sexes, and races of other children in the home; 7) the name of the person making the report, his occupation, and where he can be reached; 8) the actions taken by the reporting source, including the taking of photographs and x-rays, placing the child in temporary protective custody, or notifying the medical examiner or coroner; and 9) any other information that the person making the report believes might be helpful in the furtherance of the purposes of this Act.
5. The oral report should be confirmed by the reporting staff person in writing to the assigned CPS within 48 hours of the initial report.
6. The Executive Director will notify the President of the Board of Park Commissioners of all reports of child abuse/neglect, which are suspected and reported to the Department of Child and Family Services.

#### Training, Supervision and Reporting Procedures

1. An Acknowledgment Form must be signed by all full- and part-time employees and retained on file by the District, indicating that they have knowledge and understanding of the Abused and Neglected Child Reporting Act requirements.
2. All full- and part-time staff receives in-service training by Supervisory staff. This orientation will include audio/visual, verbal and written materials on District policies and procedures regarding child abuse and neglect. Specific training guidelines will also include:

- a. Annual training programs provided with support from agencies such as the DuPage County Health Department and the Illinois Department of Children and Family Services to explain what are abuse and neglect indicators and reporting procedures.
  - b. Appropriate discipline and rewarding practices.
  - c. Using expressions or normal affection through physical contact.
  - d. Requiring that one adult and one child situations is avoided.
  - e. Respect and protecting the privacy of children as well as their own.
  - f. Avoiding sexually suggestive discussions in front of children.
  - g. Wearing a means of staff identification at all times.
  - h. Being alert to the physical and emotional state of children in their care.
3. Administrative/Supervisory staff will make periodic, unannounced visits to program sites to observe staff interaction with children and the behavior of the individual children.
  4. Attendance/illness records of children participating in programs will be periodically reviewed by administrative/supervising staff for instances of unusual absenteeism or reluctance of children to participant in programs.
  5. All reports of child neglect or abuse will be channeled through the Executive Director or his/her designee. In the event that the Executive Director or the designated person is not available, a report will be made directly to the Department of Child and Family Services. **Details of the report shall not be discussed with other staff or participants.**
  6. The Executive Director will notify the President of the Board of Park Commissioners of all reports of child abuse/neglect, which are suspected and reported to the Department of Children and Family Services.
  7. If a mandated reporter willfully fails to report suspected child abuse or neglect as required by the Act, he/she is guilty of a Class A misdemeanor. A Class A Misdemeanor is punishable by a term of imprisonment for not more than 1 year, or by a fine not to exceed \$1,000, or by both such term and fine.
  8. Any person who "knowingly transmits a false report" to DCFS commits the offense of disorderly conduct under subsection (a)(7) of Section 26-1 of the Criminal Code of 1961. A first violation is a Class A misdemeanor, punishable by a term of imprisonment for up to one year, or by a fine not to exceed \$1,000, or by both such term and fine. A second or subsequent violation is a Class 4 felony.



## Appendix F

### ILLINOIS MILITARY FAMILY LEAVE ACT

The Illinois Military Family Leave Act provides an unpaid leave of absence for spouses and parents of citizens soldiers called into active duty.

- An employee must be a spouse, civil union partner, parent, grandparent or child of a citizen soldier called into active duty.
- An employee must have been employed by the Park District for at least 12 months prior to the request for leave and worked for a minimum of 1,250 hours during the 12-month period immediately preceding the commencement of the leave.
- The Park District shall provide up to 30 days of unpaid Family Military Leave to an employee during the time federal or state deployment orders are in effect.
- An employee shall give at least 14 days' notice of intended date upon which family military leave will commence if leave will consist of 5 or more consecutive work days. For leave of less than 5 consecutive days, an employee shall give the Park District advanced notice as practicable.
- The Park District may require certification from the proper military authority to verify an employee's eligibility for the Family Military Leave requested.
- An employee may not take leave as provided under this Act unless all accrued vacation and personal leave have been exhausted. Sick leave and disability leave are not required to be exhausted before utilizing Family Military Leave. Employees on Family Military leave shall be entitled to be restored by the Park District to a position held by an employee when the leave commenced or to a position with equivalent seniority status, employee benefits, pay and other terms and conditions of employment.
- During Family Military Leave, the Park District shall make it possible for employees to continue their benefits at an employee's expense.
- While on Family Military Leave, an employee will not earn PTO time.



## Appendix G

### GUIDELINES FOR “TAKE-HOME” AND “PERSONAL USE VEHICLES”

The following will act as guidelines, procedures and rules governing the use of Park District-owned vehicles assigned as take-home and for personal use. Should there be any questions regarding the application of these items, singularly or collectively, the Executive Director shall provide interpretation.

1. Definition:
  - a. Driver – refers to an employee to whom the vehicle is assigned for take home or personal use.
  - b. Take home vehicle – the driver is required to use the vehicle to and from work, daily and weekends, and is on-call with the vehicle 24 hours a day, seven days per week. Driver may make stops for personal reasons to and from work. Once home, the vehicle should remain parked until the driver returns to work. An exception is allowed when the driver, off hours, but on on-call, is traveling within the metropolitan area and has reason to believe that he/she may be summoned to the District for an emergency.
  - c. Personal use vehicle – the driver is required to use the vehicle to and from work, daily and weekends, and is on-call with the vehicle 24 hours a day, seven days per week. The driver is granted personal vehicle use, within all guidelines set forth herein.
2. The driver shall comply with all State of Illinois laws governing the operation of motor vehicles. The driver will comply with Carol Stream Park District personnel policy sections addressing vehicle use.
3. The driver is to take responsibility for basic maintenance, including but not limited to:
  - Keeping exterior and interior in an acceptably clean and presentable condition.
  - Following manufacturer’s maintenance schedule.
  - Inspecting oil level, lights, turn signals, wiper blades, tire inflation, tire wear and washer fluid.
  - Arranging for maintenance and repair work through fleet manager when needed.
4. If applicable, keeping the total mileage within lease limits. Any additional mileage costs over the amount stipulated within the lease will be borne by the driver.
5. Fueling is to take place at the Village of Carol Stream pumps according to procedures set forth by the Village-Park District cooperation. If the driver is out of the district on district

business, and needs to re-fuel, the driver will be reimbursed for the fuel cost. When the driver is out of the District on the personal business and needs to re-fuel, the cost will be borne by the driver and NOT reimbursed.

6. The driver shall make every effort to limit total fuel consumption to 700 gallons per year. At the Executive Directors discretion, fuel costs beyond 700 gallons per year may be billed back to the driver at the cost of fuel paid by the District. The fleet manager will be responsible for providing a monthly fuel consumption report to each driver. The Executive Director will have the authority to adjust this amount to ensure either better supervision of parks, facilities or programs, or to control costs. A driver who sees the need for changing this limit shall consult the Executive Director. Evaluation of vehicles for purchase will consider typical, annual fuel consumption.
7. Vehicles may be taken out of the State of Illinois only with advance permission of the Executive Director. Such permission will be granted via written memo, with a copy of the memo placed in the Drivers' personnel file.
8. Recognizing that each vehicle is representative of the Carol Stream Park District, drivers must apply good judgment and discretion in the use of a vehicle. Driver must assume that the vehicle is on public display at all times, moving or parked. As such, drivers should operate the vehicle with an abundance of courtesy, caution, common sense and safety.
9. Drivers must maintain a valid State of Illinois driver's license. Operating a District vehicle without a valid license will be cause for immediate dismissal.
10. Drivers will be responsible for paying any and all fines for moving or parking violations incurred, whether during District or personal use of the assigned vehicle.
11. Executive Director, at his/her sole discretion, or at the direction of the Park Board, may alter or eliminate assignment of take-home and personal-use vehicles.
12. Drivers are expected to share their vehicles with other employees whenever it is in the best interest of the District. Vehicles exist first and foremost for the benefit and effectiveness of District business. As such, they should be available for car-pooling and transporting materials when needed and available. (When they are on vacation, out of town, or off work, drivers may make their vehicles available to subordinates.)
13. Any situation or consideration not addressed in this document should be brought to the Executive Director.



## Appendix H

### ORDINANCE NO. 361

#### AN ETHICS ORDINANCE OF THE CAROL STREAM PARK DISTRICT, DU PAGE COUNTY, ILLINOIS

**WHEREAS**, the Illinois General Assembly has enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective November 19, 2003, as amended by Public Act 93-617, effective December 9, 2003), which is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees; and

**WHEREAS**, the Act requires all units of local government and school districts, within six months after the effective date of Public Act 93-615, to adopt ordinances or resolutions regulating the political activities of, and the solicitation and acceptance of gifts by, the officers and employees of such units "in a manner no less restrictive" than the provisions of the Act; and

**WHEREAS**, it is the clear intention of the Act to require units of local government to implement regulations that are at least as restrictive as those contained in the Act, and to impose penalties for violations of those regulations that are equivalent to those imposed by the Act, notwithstanding that such penalties may exceed the general authority granted to units of local government to penalize ordinance violations; and

**WHEREAS**, it is the clear intention of the Act to provide units of local government with all authority necessary to implement its requirements on the local level regardless of any general limitations on the power to define and punish ordinance violations that might otherwise be applicable; and

**WHEREAS**, because the Act provides for the imposition of significant penalties for violations of said local regulations, it is necessary to adopt the required regulations by Ordinance rather than by Resolution;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE CAROL STREAM PARK DISTRICT, AS FOLLOWS:**

**SECTION 1:** The Code of Ordinances of Carol Stream Park District is hereby amended by the addition of the following provisions:

#### **ARTICLE 1 DEFINITIONS**

##### Section 1-1

For purposes of this ordinance, the following terms shall be given these definitions:

"Campaign for elective office" means any activity in furtherance of an effort to influence the selection, nomination, election, or appointment of any individual to any federal, State, or local public office or office in a political organization, or the selection, nomination, or election of Presidential or Vice-Presidential electors, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Candidate" means a person who has filed nominating papers or petitions for nomination or election to an elected office, or who has been appointed to fill a vacancy in nomination, and who remains eligible for placement on the ballot at a regular election, as defined in section 1-3 of the Election Code

(10 ILCS 5/1-3).

"Collective bargaining" has the same meaning as that term is defined in Section 3 of the Illinois Public Labor Relations Act (5 ILCS 315/3).

"Compensated time" means, with respect to an employee, any time worked by or credited to the employee that counts toward any minimum work time requirement imposed as a condition of his or her employment, but for purposes of this Ordinance, does not include any designated holidays, vacation periods, personal time, compensatory time off or any period when the employee is on a leave of absence. With respect to officers or employees whose hours are not fixed, "compensated time" includes any period of time when the officer is on premises under the control of the employer and any other time when the officer or employee is executing his or her official duties, regardless of location.

"Compensatory time off" means authorized time off earned by or awarded to an employee to compensate in whole or in part for time worked in excess of the minimum work time required of that employee as a condition of his or her employment.

"Contribution" has the same meaning as that term is defined in section 9-1.4 of the Election Code

(10 ILCS 5/9-1.4).

"Employee" means a person employed by the Carol Stream Park District, whether on a fulltime or part-time basis or pursuant to a contract, whose duties are subject to the direction and control of an employer with regard to the material details of how the work is to be performed, but does not include an independent contractor.

"Employer" means the Carol Stream Park District.

"Gift" means any gratuity, discount, entertainment, hospitality, loan, forbearance, or other tangible or intangible item having monetary value including, but not limited to, cash, food and drink, and honoraria for speaking engagements related to or attributable to government employment or the official position of an officer or employee.

"Leave of absence" means any period during which an employee does not receive (i) compensation for employment, (ii) service credit towards pension benefits, and (iii) health insurance benefits paid for by the employer.

"Officer" means a person who holds, by election or appointment, an office created by statute or ordinance, regardless of whether the officer is compensated for service in his or her official capacity.

"Political activity" means any activity in support of or in connection with any campaign for elective office or any political organization, but does not include activities (i) relating to the support or opposition of any executive, legislative, or administrative action, (ii) relating to collective bargaining, or (iii) that are otherwise in furtherance of the person's official duties.

"Political organization" means a party, committee, association, fund, or other organization (whether or not incorporated) that is required to file a statement of organization with the State Board of Elections or a county clerk under Section 9-3 of the Election Code (10 ILCS 5/9-3), but only with regard to those activities that require filing with the State Board of Elections or a county clerk.

"Prohibited political activity" means:

- (1) Preparing for, organizing, or participating in any political meeting, political rally, political demonstration, or other political event.
- (2) Soliciting contributions, including but not limited to the purchase of, selling, distributing, or receiving payment for tickets for any political fundraiser, political meeting, or other political event.
- (3) Soliciting, planning the solicitation of, or preparing any document or report regarding anything of value intended as a campaign contribution.
- (4) Planning, conducting, or participating in a public opinion poll in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (5) Surveying or gathering information from potential or actual voters in an election to determine probable vote outcome in connection with a campaign for elective office or on behalf of a political organization for political purposes or for or against any referendum question.
- (6) Assisting at the polls on election day on behalf of any political organization or candidate for elective office or for or against any referendum question.
- (7) Soliciting votes on behalf of a candidate for elective office or a political organization or for or against any referendum question or helping in an effort to get voters to the polls.
- (8) Initiating for circulation, preparing, circulating, reviewing, or filing any petition on behalf of a candidate for elective office or for or against any referendum question.

- (9) Making contributions on behalf of any candidate for elective office in that capacity or in connection with a campaign for elective office.
- (10) Preparing or reviewing responses to candidate questionnaires.
- (11) Distributing, preparing for distribution, or mailing campaign literature, campaign signs, or other campaign material on behalf of any candidate for elective office or for or against any referendum question.
- (12) Campaigning for any elective office or for or against any referendum question.
- (13) Managing or working on a campaign for elective office or for or against any referendum question.
- (14) Serving as a delegate, alternate, or proxy to a political party convention.
- (15) Participating in any recount or challenge to the outcome of any election.

"Prohibited source" means any person or entity who:

- (1) is seeking official action (i) by an officer or (ii) by an employee, or by the officer or another employee directing that employee;
- (2) does business or seeks to do business (i) with the officer or (ii) with an employee, or with the officer or another employee directing that employee;
- (3) conducts activities regulated (i) by the officer or (ii) by an employee, or by the officer or another employee directing that employee; or
- (4) has interests that may be substantially affected by the performance or non-performance of the official duties of the officer or employee.

**ARTICLE 5  
PROHIBITED POLITICAL ACTIVITIES**

Section 5-1

Prohibited political activities.

- (a) No officer or employee shall intentionally perform any prohibited political activity during any compensated time, as defined herein. No officer or employee shall intentionally use any property or resources of the Carol Stream Park District in connection with any prohibited political activity.
- (b) At no time shall any officer or employee intentionally require any other officer or employee to perform any prohibited political activity (i) as part of that officer or employee's duties, (ii) as a condition of employment, or (iii) during any compensated time off (such as holidays, vacation or personal time off).

- (c) No officer or employee shall be required at any time to participate in any prohibited political activity in consideration for that officer or employee being awarded additional compensation or any benefit, whether in the form of a salary adjustment, bonus, compensatory time off, continued employment or otherwise, nor shall any officer or employee be awarded additional compensation or any benefit in consideration for his or her participation in any prohibited political activity.
- (d) Nothing in this Section prohibits activities that are permissible for an officer or employee to engage in as part of his or her official duties, or activities that are undertaken by an officer or employee on a voluntary basis which are not prohibited by this Ordinance.
- (e) No person either (i) in a position that is subject to recognized merit principles of public employment or (ii) in a position the salary for which is paid in whole or in part by federal funds and that is subject to the Federal Standards for a Merit System of Personnel Administration applicable to grant-in-aid programs, shall be denied or deprived of employment or tenure solely because he or she is a member or an officer of a political committee, of a political party, or of a political organization or club.

**ARTICLE 10  
GIFT BAN**

Section 10-1

Gift ban

Except as permitted by this Article, no officer or employee, and no spouse of or immediate family member living with any officer or employee (collectively referred to herein as "recipients"), shall intentionally solicit or accept any gift from any prohibited source, as defined herein, or which is otherwise prohibited by law or ordinance. No prohibited source shall intentionally offer or make a gift that violates this Section.

Section 10-2. Exceptions.

Section 10-1 is not applicable to the following:

- (1) Opportunities, benefits, and services that are available on the same conditions as for the general public.
- (2) Anything for which the officer or employee, or his or her spouse or immediate family member, pays the fair market value.
- (3) Any (i) contribution that is lawfully made under the Election Code or (ii) activities associated with a fundraising event in support of a political organization or candidate.
- (4) Educational materials and missions.
- (5) Travel expenses for a meeting to discuss business.

- (6) A gift from a relative, meaning those people related to the individual as father, mother, son, daughter, brother, sister, uncle, aunt, great aunt, great uncle, first cousin, nephew, niece, husband, wife, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and including the father, mother, grandfather, or grandmother of the individual's spouse and the individual's fiancé or fiancée.
- (7) Anything provided by an individual on the basis of a personal friendship unless the recipient has reason to believe that, under the circumstances, the gift was provided because of the official position or employment of the recipient or his or her spouse or immediate family member and not because of the personal friendship. In determining whether a gift is provided on the basis of personal friendship, the recipient shall consider the circumstances under which the gift was offered, such as: (i) the history of the relationship between the individual giving the gift and the recipient of the gift, including any previous exchange of gifts between those individuals; (ii) whether to the actual knowledge of the recipient the individual who gave the gift personally paid for the gift or sought a tax deduction or business reimbursement for the gift; and (iii) whether to the actual knowledge of the recipient the individual who gave the gift also at the same time gave the same or similar gifts to other officers or employees, or their spouses or immediate family members.
- (8) Food or refreshments not exceeding \$75 per person in value on a single calendar day; provided that the food or refreshments are (i) consumed on the premises from which they were purchased or prepared or (ii) catered. For the purposes of this Section, "catered" means food or refreshments that are purchased ready to consume which are delivered by any means.
- (9) Food, refreshments, lodging, transportation, and other benefits resulting from outside business or employment activities (or outside activities that are not connected to the official duties of an officer or employee), if the benefits have not been offered or enhanced because of the official position or employment of the officer or employee, and are customarily provided to others in similar circumstances.
- (10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intragovernmental gift" means any gift given to an officer or employee from another officer or employee, and "inter-governmental gift" means any gift given to an officer or employee by an officer or employee of another governmental entity.
- (11) Bequests, inheritances, and other transfers at death.
- (12) Any item or items from any one prohibited source during any calendar year having a cumulative total value of less than \$100.

Each of the exceptions listed in this Section is mutually exclusive and independent of every other.

Section 10-3. Disposition of gifts.

An officer or employee, his or her spouse or an immediate family member living with the officer or employee, does not violate this Ordinance if the recipient promptly takes reasonable action to return a gift from a prohibited source to its source or gives the gift or an amount equal to its value to an appropriate charity that is exempt from income taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as now or hereafter amended, renumbered, or succeeded.

**ARTICLE 15**  
**ETHICS ADVISOR**

Section 15-1.

The Executive Director, with the advice and consent of the Park Board shall designate an Ethics Advisor for the Carol Stream Park District. The duties of the Ethics Advisor may be delegated to an officer or employee of the Carol Stream Park District unless the position has been created as an office by the Carol Stream Park District.

Section 15-2.

The Ethics Advisor shall provide guidance to the officers and employees of the Carol Stream Park District concerning the interpretation of and compliance with the provisions of this Ordinance and State ethics laws. The Ethics Advisor shall perform such other duties as may be delegated by the Executive Director or Park Board of Commissioners.

**ARTICLE 20**  
**ETHICS COMMISSION**

Section 20-1.

There is hereby created a commission to be known as the Ethics

Commission of Carol Stream Park District. The Commission shall be comprised of three members appointed by the Executive Director with the advice and consent of the Park Board of Commissioners. No person shall be appointed as a member of the Commission who is related, either by blood or by marriage up to the degree of first cousin, to any elected officer of Carol Stream Park District. [For entities in which officers are elected on a partisan basis, insert the following: No more than two members of the Commission shall belong to the same political party at the time such appointments are made. Party affiliation shall be determined by affidavit of the person appointed.]

Section 20-2.

At the first meeting of the Commission, the initial appointees shall draw lots to determine their initial terms. Two commissioners shall serve 2-year terms, and the third commissioner shall serve a one-year term. Thereafter, all commissioners shall be appointed to 2-year terms. Commissioners may be reappointed to serve subsequent terms. At the first meeting of the Commission, the commissioners shall choose a chairperson from their number. Meetings shall be held at the call of

the chairperson or any 2 commissioners. A quorum shall consist of two commissioners, and official action by the commission shall require the affirmative vote of two members.

Section 20-3.

The Executive Director, with the advice and consent of the Park Board, may remove a commissioner in case of incompetence, neglect of duty or malfeasance in office after service on the commissioner by certified mail, return receipt requested, of a copy of the written charges against the commissioner and after providing an opportunity to be heard in person or by counsel upon not less than 10 days' notice. Vacancies shall be filled in the same manner as original appointments.

Section 20-4.

The Commission shall have the following powers and duties:

- (1) To promulgate procedures and rules governing the performance of its duties and the exercise of its powers.
- (2) Upon receipt of a signed, notarized, written complaint, to investigate, conduct hearings and deliberations, issue recommendations for disciplinary actions, impose fines in accordance with Section 25-1(c) of this Ordinance and refer violations of Article 5 or Article 10 of this Ordinance to the appropriate attorney for prosecution. The Commission shall, however, act only upon the receipt of a written complaint alleging a violation of this Ordinance and not upon its own prerogative.
- (3) To receive information from the public pertaining to its investigations and to require additional information and documents from persons who may have violated the provisions of this Ordinance.
- (4) To compel the attendance of witnesses and to compel the production of books and papers pertinent to an investigation. It is the obligation of all officers and employees of the Carol Stream Park District to cooperate with the Commission during the course of its investigations. Failure or refusal to cooperate with requests by the Commission shall constitute grounds for discipline or discharge.
- (5) The powers and duties of the Commission are limited to matters clearly within the purview of this Ordinance.

Section 20-5.

- (a) Complaints alleging a violation of this Ordinance shall be filed with the Ethics Commission.
- (b) Within 3 business days after the receipt of a complaint, the Commission shall send by certified mail, return receipt requested, a notice to the respondent that a complaint has been filed against him or her and a copy of the complaint. The Commission shall send by certified mail, return receipt requested, a confirmation of the receipt of the complaint to the complainant within 3 business days after receipt by the commission.

The notices to the respondent and the complainant shall also advise them of the date, time, and place of the meeting to determine the sufficiency of the complaint and to establish whether probable cause exists to proceed.

- (c) Upon not less than 48 hours' public notice, the Commission shall meet to review the sufficiency of the complaint and, if the complaint is deemed sufficient to allege a violation of this Ordinance, to determine whether there is probable cause, based on the evidence presented by the complainant, to proceed. The meeting may be closed to the public to the extent authorized by the Open Meetings Act. The Commission shall issue notice to the complainant and the respondent of the Commission's ruling on the sufficiency of the complaint and, if necessary, on probable cause to proceed within 7 business days after receiving the complaint.

If the complaint is deemed sufficient to allege a violation of Article 10 of this Ordinance and there is a determination of probable cause, then the Commission's notice to the parties shall include a hearing date scheduled within 4 weeks after the complaint's receipt. Alternatively, the Commission may elect to notify in writing the attorney designated by the corporate authorities to prosecute such actions and request that the complaint be adjudicated judicially. If the complaint is deemed not sufficient to allege a violation or if there is no determination of probable cause, then the Commission shall send by certified mail, return receipt requested, a notice to the parties of the decision to dismiss the complaint, and that notice shall be made public.

If the complaint is deemed sufficient to allege a violation of Article 5 of this Ordinance, then the Commission shall notify in writing the attorney designated by the corporate authorities to prosecute such actions and shall transmit to the attorney the complaint and all additional documents in the custody of the Commission concerning the alleged violation.

- (d) On the scheduled date and upon at least 48 hours' public notice of the meeting, the Commission shall conduct a hearing on the complaint and shall allow both parties the opportunity to present testimony and evidence. The hearing may be closed to the public only if authorized by the Open Meetings Act.
- (e) Within 30 days after the date the hearing or any recessed hearing is concluded, the Commission shall either (i) dismiss the complaint or (ii) issue a recommendation for discipline to the alleged violator and to the [chief executive officer or other officer having authority to discipline the officer or employee], or impose a fine upon the violator, or both. The particular findings in the case, any recommendation for discipline, and any fine imposed shall be a matter of public information.
- (f) If the hearing was closed to the public, the respondent may file a written demand for a public hearing on the complaint within 7 business days after the issuance of the recommendation for discipline or imposition of a fine, or both. The filing of the demand shall stay the enforcement of the recommendation or fine. Within 14 days after receiving the demand, the Commission shall conduct a public hearing on the complaint upon at least 48 hours' public notice of the hearing and allow both parties

the opportunity to present testimony and evidence. Within 7 days thereafter, the Commission shall publicly issue a final recommendation to the alleged violator and to the [chief executive officer or other officer having authority to discipline the officer or employee] or impose a fine upon the violator, or both.

- (g) If a complaint is filed during the 60 days preceding the date of any election at which the respondent is a candidate, the Commission shall render its decision as required under subsection (e) within 7 days after the complaint is filed, and during the 7 days preceding that election, the Commission shall render such decision before the date of that election, if possible.
- (h) The Commission may fine any person who intentionally violates any provision of Article 10 of this Ordinance in an amount of not less than \$1,001 and not more than \$5,000. The Commission may fine any person who knowingly files a frivolous complaint alleging a violation of this Ordinance in an amount of not less than \$1,001 and not more than \$5,000. The Commission may recommend any appropriate discipline up to and including discharge. (i) A complaint alleging the violation of this Act must be filed within one year after the alleged violation.

## **ARTICLE 25 PENALTIES**

### Section 25-1

#### Penalties.

- (a) A person who intentionally violates any provision of Article 5 of this Ordinance may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.
- (b) A person who intentionally violates any provision of Article 10 of this Ordinance is subject to a fine in an amount of not less than \$1,001 and not more than \$5,000.
- (c) Any person who intentionally makes a false report alleging a violation of any provision of this Ordinance to the local enforcement authorities, the State's Attorney or any other law enforcement official may be punished by a term of incarceration in a penal institution other than a penitentiary for a period of not more than 364 days, and may be fined in an amount not to exceed \$2,500.
- (d) A violation of Article 5 of this Ordinance shall be prosecuted as a criminal offense by an attorney for the Carol Stream Park District by filing in the circuit court an information, or sworn complaint, charging such offense. The prosecution shall be under and conform to the rules of criminal procedure. Conviction shall require the establishment of the guilt of the defendant beyond a reasonable doubt. A violation of Article 10 of this Ordinance may be prosecuted as a quasi-criminal offense by an attorney for the Carol Stream Park District, or, if an Ethics Commission has been created, by the Commission through the designated administrative procedure.

- (e) In addition to any other penalty that may be applicable, whether criminal or civil, an officer or employee who intentionally violates any provision of Article 5 or Article 10 of this Ordinance is subject to discipline or discharge.

**SECTION 2:** This Ordinance shall be in effect upon its approval as provided by law.

This Ordinance voted upon this 10th day of May, 2004.

AYES

NAYS

ABSTAIN

CAROL STREAM PARK DISTRICT

By: \_\_\_\_\_  
President, Board of Commissioners

ATTEST:

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

4843-5873-9001, v. 1

**To:** Board of Commissioners  
**From:** Sue Rini, Deputy Director  
**Date:** June 13, 2022  
**Discussion:** New Investment Options

**Agenda Item # 6B**

---

Commissioners,

Several weeks ago, staff had a conversation with representatives from the District's bank - Fifth Third Bank, and officers from their investment branch - Fifth Third Securities. The rising interest rates prompted us to pursue information they had previously shared about interest rates for Laddered Treasury Portfolios.

The District currently invests its bond proceeds in CD's – the flexibility of these varied length investments allows us to meet the needs of our capital investment plan. This will continue.

Our operating fund balances are currently invested in the Illinois Park District Liquid Asset Fund (IPDLAF), managed by PFM. The average rate of earnings in that fund over the last few years has been between .3% - .5%. While interest rates for IPDLAF are improving to over 1%, a Treasury portfolio based on mid-May markets will offer a 2.1% interest rate. Our plan is to shift about \$500,000 to the Laddered Treasury Portfolio.

This investment option was recently made available to the park districts and is included in our Financial Policy. Although this additional investment tool does not require Board action, staff felt it was important to keep the Board aware of efforts to improve fund balances and continue to act as dedicated stewards of the District's finances.

**To:** Board of Commissioners  
**From:** Renee Bachewicz, Director of Recreation  
**Date:** June 13, 2022  
**Approval:** Approval: Lifeguard Services Agreement FY2022 Jeff Ellis  
Management, LLC **Agenda Item # 7A**

---

### Issue

Should the Board make a motion to approve the lifeguard services contracts for Fountain View Indoor Pool and Coral Cove Water Park with Jeff Ellis Management, LLC, Maitland, Florida for the remainder of FY 2022.

### Background/Reasoning

- The Carol Stream Park District has contracted with JEM for lifeguard services since 2018 for the Fountain View Indoor Pool and Coral Cove Water Park and are satisfied with their services and partnership.
- Due to COVID we have been operating under an addendum of the original contract.
- JEM contracts for 2022 have been written as two separate documents; one for each aquatic facility.
- The 2022 Approved Budget includes the cost for these contracts. Final contract cost has come in below the total budgeted amount by \$22,596.37. The budgeted amount was estimated based on days and hours of operation.
- Payment amounts are reflective of minimum wage increases, paying competitive wages for lifeguards, and for operating hours of each aquatic facility.
- Both contracts have been reviewed by the District's corporate counsel.

### Supporting Documents

- JEM 2022 Contract Indoor Pool, JEM 2022 Contract Coral Cove Water Park

### Cost

- Total contract cost for Fountain View Pool May - December: \$247,962.72
- Budgeted Amount May – December: \$288,106
- GL: 20-5-60-70-570-700
  
- Total contract cost for Coral Cove Water Park: \$230,078.91
- Budget Amount: \$212,532
- Budget source GL: 20-5-60-70-570-750

### **Public/Customer Impact**

Continuing to utilize a contractual provider will reduce the likelihood of a closure due to a staffing shortage, on account of their larger staffing pool of trained lifeguards and management team.

### **Recommendation**

That the Board make a motion to approve the lifeguard services contracts for Fountain View Indoor Pool and Coral Cove Water Park with Jeff Ellis Management, LLC, Maitland, Florida for the remainder of FY 2022.



**SERVICES AGREEMENT**

between

**JEFF ELLIS MANAGEMENT, LLC**

and

**CAROL STREAM PARK DISTRICT**

dated as of

April 4<sup>th</sup>, 2022

**TABLE OF CONTENTS**

ARTICLE I DEFINITIONS ..... 1

ARTICLE II SERVICES ..... 3

ARTICLE III SERVICE PROVIDER'S OBLIGATIONS ..... 4

ARTICLE IV CUSTOMER'S OBLIGATIONS ..... 4

ARTICLE V CHANGE ORDERS ..... 5

ARTICLE VI TERM ..... 6

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS ..... 6

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP ..... 8

ARTICLE IX CONFIDENTIAL INFORMATION ..... 8

ARTICLE X REPRESENTATIONS AND WARRANTIES ..... 9

ARTICLE XI INDEMNIFICATION ..... 10

ARTICLE XII LIMITATION OF LIABILITY ..... 11

ARTICLE XIII TERMINATION; EFFECT OF TERMINATION ..... 13

ARTICLE XIV INSURANCE ..... 14

ARTICLE XV NON-SOLICITATION ..... 15

ARTICLE XVI NON-EXCLUSIVITY ..... 16

ARTICLE XVII FORCE MAJEURE ..... 16

ARTICLE XVIII MISCELLANEOUS ..... 17

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (the "**Agreement**"), dated as of April 4<sup>th</sup>, 2022 (the "**Effective Date**"), is by and between **Jeff Ellis Management, LLC** a Florida limited liability company, with offices located at 500 Winderley Place Suite 116; Maitland, FL 32751 (the "**Service Provider**") and **Carol Stream Park District**, with offices located at 910 N. Gary Ave.; Carol Stream; IL 60188 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

### ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

**"Customer Equipment"** means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

**"Customer Materials"** any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

**"Deliverables"** means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

**"Disclosing Party"** means a party that discloses Confidential Information under this Agreement.

**"Force Majeure Event"** has the meaning set forth in **Section 17.01**.

**"Intellectual Property Rights"** means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**"Losses"** mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Permitted Subcontractor"** has the meaning set forth in **Section 3.01(e)**.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

**"Pre-Existing Materials"** means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Service Provider**" has the meaning set forth in the preamble.

"**Service Provider Contract Manager**" has the meaning set forth in **Section 3.01(a)**.

"**Service Provider Equipment**" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

"**Service Provider Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"**Services**" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"**Statement of Work**" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"**Term**" has the meaning set forth in **Article VI**.

## **ARTICLE II SERVICES**

**Section 2.01** Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties.

**Section 2.02** Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable; and
- (f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

**ARTICLE III**  
**SERVICE PROVIDER'S OBLIGATIONS**

**Section 3.01** The Service Provider shall:

- (a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and
- (b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:
  - (i) Customer's request pursuant to **Section 3.01(c)**; or
  - (ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;
- (c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel; before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (d) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and
- (e) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

**Section 3.02** Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

**ARTICLE IV**  
**CUSTOMER'S OBLIGATIONS**

**Section 4.01** Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, replace a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(d)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start;

(f) keep, maintain, and ensure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

**Section 4.02** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## **ARTICLE V CHANGE ORDERS**

**Section 5.01** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

**Section 5.02** Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

**ARTICLE VI**  
**TERM**

This Agreement shall commence upon signing and shall continue from **May 1<sup>st</sup>, 2022 thru December 31<sup>st</sup>, 2022 for Indoor Pool**, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account.

**ARTICLE VII**  
**FEES AND EXPENSES; PAYMENT TERMS**

**Section 7.01** In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this **Article VII**.

**Section 7.02** Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

**Section 7.03** Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work. At the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

**Section 7.04** Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

**Section 7.05** The parties agree that after the Term for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that:*

- (a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;
- (b) such increases occur no more frequently than once per contract year of the Term; and
- (c) the amount of such increase shall not exceed five percent (5%).

**Section 7.06** Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within fifteen (15) days after Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall assess a 1.5% monthly finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hour advance written notice to Customer.

**Section 7.07** In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

**Section 7.08** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

**Section 7.09** In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Exhibit B will increase by the same percentage of the increase of the minimum wage using the following formula: ((New Rate minus Old Rate) divided by the Old Rate).

**Section 7.10** Commencing on the first anniversary of the Start Date, May 1<sup>st</sup>, 2022, the Service Charge shall automatically be increased annually, and on each anniversary of the Start Date thereafter, by the lesser of: (i) an amount which reflects any relative change in the U.S. Department of Labor Consumer Price Index for all urban consumers (CPI-U) plus one percent (1%) before seasonal adjustments (the "Index") at the time the subject payment is due over the Index as it existed twelve months before the time the subject payment is due; or (ii) six percent (6%).

**ARTICLE VIII**  
**INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP**

**Section 8.01** Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

**Section 8.02** Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Client Materials are expressly reserved by Customer.

**ARTICLE IX**  
**CONFIDENTIAL INFORMATION**

**Section 9.01** The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

**Section 9.02** If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

**Section 9.03** Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

## **ARTICLE X REPRESENTATIONS AND WARRANTIES**

**Section 10.01** Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**Section 10.02** Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

**Section 10.03** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

## ARTICLE XI INDEMNIFICATION

**Section 11.01** Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

**Section 11.02** Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider in a final judgment arising out of or resulting from any third party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer in this Agreement.

**Section 11.03** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

## **ARTICLE XII LIMITATION OF LIABILITY**

**Section 12.01** EXCEPT AS OTHERWISE PROVIDED IN **Section 12.02**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 12.02** Service Provider shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, Act of God, civil disturbance, sabotage, weather beyond the reasonable foreseeability of Service Provider, nor for personal property destroyed or damaged due to such cause. As well, Service Provider inability to perform its duties hereunder by reason of the closing of the pool due to the conditions, the failure of equipment, plumbing or piping or the violation of any law, regulation or ordinance by the Customer, which shall in no way be the responsibility or liability of Service Provider.

- a) Except in the event of willful conduct on the part of Service Provider, Service Provider shall not be held liable for any claims for loss of life, bodily injury, or damage to property arising from any incidents occurring at the Customer facility when Service Provider is not engaged in the performance of this agreement.

- b) Due to the swimming pool/spa repair and service work, Service Provider is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. Service Provider will use due diligence in troubleshooting and repair procedures; however, Customer acknowledges that working with older components may exacerbate problematic conditions. Service Provider will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- c) Service Provider warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by Service Provider for use in this repair or service is subject to the manufacturer's guarantee. Service Provider shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. Service Provider warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- d) Service Provider shall not be responsible for any damage to winter pool covers during storage (if applicable).
- e) Service provider is not responsible for any vandalism or freeze/that damage that occurs in the off season.
- f) Requests for any changes or additions to this agreement by Customer shall not be enforceable against Service Provider unless they are agreed upon in writing by both parties and signed by a representative of Service Provider, with authority to sign such change or modification. All charges for changes or additions shall be due and payable by Customer at the completion of the work.
- g) Before any work will commence or any materials ordered; a signed and approved credit card authorization form or a signed and approved aquatic maintenance proposal must be on file with Service Provider.
- h) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- i) Service Provider will not warranty any equipment or materials purchased by the Customer and will be installed and invoiced at a separate rate. Service Provider is not responsible for work performed by any other entity.

- j) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any events or happenings outside of the water
- k) Service Provider shall not be responsible for any incidents, damages arising, directly or indirectly from any events or happenings inside water features which are not proved to be the result of negligence of Service Provider.
- l) Service Provider shall not be responsible for any incidents, damages to persons or property consequential damages arising. Directly or indirectly from any events or happenings occurring due to equipment failure or breakdown of facility's structures such as pool tiles, pool ladders, etc.

**Section 12.03** The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);
- (c) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (f) damages or liabilities to the extent covered by a party's insurance; and
- (g) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

### **ARTICLE XIII TERMINATION; EFFECT OF TERMINATION**

Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.

**Section 13.01** Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**Section 13.02** Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

**Section 13.03** The rights and obligations of the parties set forth in this **Section 13.03** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.02, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## ARTICLE XIV INSURANCE

**Section 14.01** At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

**Section 14.02** All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(e) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

**Section 14.03** Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

## **ARTICLE XV NON-SOLICITATION**

**Section 15.01** During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

**Section 15.02** If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

## **ARTICLE XVI NON-EXCLUSIVITY**

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

## **ARTICLE XVII FORCE MAJEURE**

**Section 17.01** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (h) shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event which is beyond the reasonable control of such party
- (j) if the hours of the pool are reduced or closed by Act of God (excluding inclement weather) or by government order, including but not limited to COVID restrictions or disease, then the usage of Service Provider's services and the pricing for those services shall be reduced from the labor cost at least proportionate to the reduction of pool usage or more.

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**Section 17.02** During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

**Section 17.03** The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

## **ARTICLE XVIII MISCELLANEOUS**

**Section 18.01** Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

**Section 18.02** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**Section 18.03** Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

**Section 18.04** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or

at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**.

If to Service Provider:

Jeff Ellis Management, LLC  
Attention: Jonathan Hartman  
PO Box 2160  
Windermere, FL 34786  
Facsimile: 407-868-9657

**Section 18.05** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**Section 18.06** This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

**Section 18.07** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor

of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Section 18.08** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

**Section 18.09** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 18.10** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 18.11** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 18.12** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

**Section 18.13** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**Section 18.14** Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

**Section 18.15** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

**Section 18.16** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 18.17** This Agreement was formed in the County of Dupage, Illinois and jurisdiction for any and all litigation is agreed to take place in the County of Dupage, Illinois.

**Section 18.18** The Agreement should contain a blanket provision the Service Provider shall comply with all employment rules, regulations, ordinances and laws whether Federal, State or Local including but not limited to wage, hour, hiring, Civil Rights, payroll taxes, and workers' compensation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SERVICE PROVIDER**

**JEFF ELLIS MANAGEMENT, LLC**

By\_\_\_\_\_

Name: Jonathan Hartman  
Title: VP of Finance/Business  
Date:

**CUSTOMER**

**Carol Stream Park District**

By\_\_\_\_\_

Name:  
  
Title:  
  
Date:

## EXHIBIT A

### STATEMENT OF WORK: SERVICES AND DELIVERABLES

#### Scope

1. Service Provider agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Customer at the following location(s):

Indoor Pool  
910 N Gary Ave.  
Carol Stream, IL 60188

2. Service Provider will perform the following professional aquatic facility management services for the Customer's aquatic facilities identified above:

- a. Service Provider shall employ, train, assign, schedule, and supervise employees to safely operate said aquatic facility or facilities pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual that is published by Jeff Ellis & Associates, Inc. for the term of this Agreement.
- b. Service Provider will administer, supervise and otherwise manage the daily operations of said aquatic facility or facilities for the term of this Agreement.
- c. Service Provider will provide general cleaning, sanitation, organization, and maintenance of the locker rooms, lavatories, showers, pool decks, swimming pools, and other aquatic facility equipment for said aquatic facility or facilities for the term of this Agreement.
  - Hourly and End of Day
    - Check locker rooms and lavatories:
      - Pick up trash/garbage on the floors and counter tops.
      - Wipe excess water from counter tops.
      - Empty garbage containers that are filled.
      - Fill toilet paper and paper towel dispensers as needed.
  - End of Day
    - Pool Deck:
      - Pick up trash/garbage.
      - Empty garbage containers that are filled.
- d. Service Provider will sanitize, place, and remove vacuum, and otherwise monitor water quality for all aquatic facility or facilities spas and swimming pools identified in Appendix A.
- e. Service Provider shall perform the following pre-opening tasks to prepare for daily operation of said aquatic facility or facilities:

- i. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
    - ii. Organize, sanitize, make ready and otherwise prepare pool decks, and swimming pools for daily operation.
    - iii. Distribute, ready and position emergency rescue equipment for use.
  - f. Service Provider shall perform the following daily operational services for said aquatic facility or facilities:
    - i. Assign and schedule the aquatic facility manager and/or supervisor to provide management oversight for daily operation.
    - ii. Assign and schedule the minimum number of lifeguards and/or attendants to meet IDHP requirements for operating areas, unless otherwise dictated by an approved variance.
    - iii. Maintain general cleanliness of the aquatic facility premises during daily operation.
  - g. Service Provider shall perform the following closing tasks at the end of daily operation for said aquatic facility or facilities:
    - i. Collect and remove trash from all office trash receptacles.
    - ii. Collect and store emergency rescue equipment for future use on a daily basis.
    - iii. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers for daily operation.
    - iv. Organize, sanitize, make ready and otherwise prepare pool decks, and swimming pools for daily operation.
- 3. Service Provider will provide, maintain and operate the following emergency rescue equipment for said aquatic facility or facilities:
  - a. Automatic External Deliberator
  - b. Supplemental Oxygen Support Unit
  - c. Bag Valve Mask
  - d. Oral Suction Device
  - e. Seal Easy Mask(s)
  - f. Rescue Tube(s)

- g. Life Jacket(s)
- h. Spinal Management and Extrication Board

Customer will provide, the following equipment for said aquatic facility or facilities

- a. Chemical Testing Reagents
  - b. Spinal Management and Extrication Board
  - c. First Aid Supplies
  - d. Cleaning/Sanitation Supplies
  - e. Lifeguard Stand
4. Service Provider develop and Emergency Action Plan pursuant to the guidelines set forth in the “Comprehensive Aquatic Risk Management Program” manual published by Jeff Ellis & Associates, Inc. for said aquatic facility or facilities.

### **Operating Schedule**

1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

**EXHIBIT B**

**SERVICE FEES**

<b>Carol Stream Park District- Indoor Pool</b>	<b>2022</b>	<b>Monthly</b>
Service Provider's Management Fee	\$ 4,000.00	\$500.00
Insurance (General Liability)	\$ 6,666.64	\$833.33
Labor	\$ 235,962.72	\$29,495.34
Administrative	\$ 1,333.36	\$166.67
<b>Annual Agreement Total Cost (May 1<sup>st</sup> – Dec 31)</b>	<b>\$ 247,962.72</b>	<b>\$30,995.34</b>

2022 Additional Labor Cost:

\$30.00/Hour for Manager

\$25.00/Hour for Lifeguard

**Payment Schedule**

**Carol Stream Park District-Indoor Pool**

**2022 Season Remaining Payments**

Amount Due on or before May. 1 <sup>st</sup> , 2022	Amount Due on or before Jun. 1 <sup>st</sup> , 2022	Amount Due on or before July. 1 <sup>st</sup> , 2022	Amount Due on or before Aug. 1 <sup>st</sup> , 2022
\$30,995.34	\$30,995.34	\$30,995.34	\$30,995.34
Amount Due on or before Sep. 1 <sup>st</sup> , 2022	Amount Due on or before Oct. 1 <sup>st</sup> , 2022	Amount Due on or before Nov. 1 <sup>st</sup> , 2022	Amount Due on or before Dec. 1 <sup>st</sup> , 2022
\$30,995.34	\$30,995.34	\$30,995.34	\$30,995.34

Customer agrees to deliver above installment payments by check to Service Provider's business address by the specified delivery dates as follows or by wire transfer:

**Jeff Ellis Management, LLC.**

Attention: Jonathan Hartman

PO Box 2160

Windermere, FL 34786

(800) 742-8720

**EXHIBIT C**

**OPERATING CALENDAR**

Service Provider agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule for Indoor Pool:

<b>2022</b>	<b>Operating Dates</b>	<b>Operating Times</b>
January – December	Monday – Friday Saturday Sunday *July 25 <sup>th</sup> – August 7 <sup>th</sup>	5:00am-1:00pm/4:00pm-9:30pm 6:00am-5:00pm 7:00am-5:00pm Closed for repairs & cleaning
Holidays	New Year’s Day (Jan. 1 <sup>st</sup> ) Easter (April 17 <sup>th</sup> ) Memorial Day (May 30 <sup>th</sup> ) Independence Day (July 4 <sup>th</sup> ) Labor Day (Sept. 5 <sup>th</sup> ) Thanksgiving Day (Nov. 24 <sup>th</sup> ) Christmas Eve (Dec. 24 <sup>th</sup> ) Christmas (Dec. 25 <sup>th</sup> ) New Year’s Eve (Dec. 31 <sup>st</sup> )	8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm 8:00am-12:00pm Closed 8:00am-12:00pm

The Service Provider adds 30 minutes prior to opening and 30 minutes after closing for a total of one additional hour per operating day to the above operating schedule to allow its employees to complete pre-opening and post-closing responsibilities. Accordingly, one additional labor hour is factored into daily operating schedule shown above for opening and closing tasks to be completed.



**SERVICES AGREEMENT**

between

**JEFF ELLIS MANAGEMENT, LLC**

and

**CAROL STREAM PARK DISTRICT**

dated as of

April 4<sup>th</sup>, 2022

**TABLE OF CONTENTS**

ARTICLE I DEFINITIONS ..... 1

ARTICLE II SERVICES ..... 3

ARTICLE III SERVICE PROVIDER'S OBLIGATIONS ..... 4

ARTICLE IV CUSTOMER'S OBLIGATIONS ..... 4

ARTICLE V CHANGE ORDERS ..... 5

ARTICLE VI TERM ..... 6

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS ..... 6

ARTICLE VIII INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP ..... 8

ARTICLE IX CONFIDENTIAL INFORMATION ..... 8

ARTICLE X REPRESENTATIONS AND WARRANTIES ..... 9

ARTICLE XI INDEMNIFICATION ..... 10

ARTICLE XII LIMITATION OF LIABILITY ..... 11

ARTICLE XIII TERMINATION; EFFECT OF TERMINATION ..... 13

ARTICLE XIV INSURANCE ..... 14

ARTICLE XV NON-SOLICITATION ..... 15

ARTICLE XVI NON-EXCLUSIVITY ..... 16

ARTICLE XVII FORCE MAJEURE ..... 16

ARTICLE XVIII MISCELLANEOUS ..... 17

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (the "**Agreement**"), dated as of April 4<sup>th</sup>, 2022 (the "**Effective Date**"), is by and between **Jeff Ellis Management, LLC** a Florida limited liability company, with offices located at 500 Winderley Place Suite 116; Maitland, FL 32751 (the "**Service Provider**") and **Carol Stream Park District**, with offices located at 910 N. Gary Ave.; Carol Stream; IL 60188 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

### ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

**"Customer Equipment"** means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

**"Customer Materials"** any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

**"Deliverables"** means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

**"Disclosing Party"** means a party that discloses Confidential Information under this Agreement.

**"Force Majeure Event"** has the meaning set forth in **Section 17.01**.

**"Intellectual Property Rights"** means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**"Law"** means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

**"Losses"** mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

**"Permitted Subcontractor"** has the meaning set forth in **Section 3.01(e)**.

**"Person"** means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

**"Pre-Existing Materials"** means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Service Provider**" has the meaning set forth in the preamble.

"**Service Provider Contract Manager**" has the meaning set forth in **Section 3.01(a)**.

"**Service Provider Equipment**" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

"**Service Provider Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"**Services**" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"**Statement of Work**" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"**Term**" has the meaning set forth in **Article VI**.

## **ARTICLE II SERVICES**

**Section 2.01** Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties.

**Section 2.02** Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable; and
- (f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

**ARTICLE III**  
**SERVICE PROVIDER'S OBLIGATIONS**

**Section 3.01** The Service Provider shall:

- (a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and
- (b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:
  - (i) Customer's request pursuant to **Section 3.01(c)**; or
  - (ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;
- (c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel; before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (d) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and
- (e) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

**Section 3.02** Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

**ARTICLE IV**  
**CUSTOMER'S OBLIGATIONS**

**Section 4.01** Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, replace a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(d)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start;

(f) keep, maintain and ensure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

**Section 4.02** If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

## **ARTICLE V CHANGE ORDERS**

**Section 5.01** If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

**Section 5.02** Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

## ARTICLE VI TERM

This Agreement shall commence upon signing and shall continue from **May 28<sup>th</sup>, 2022 thru July 31<sup>st</sup>, 2022 for Outdoor Pool**, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account.

## ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS

**Section 7.01** In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this **Article VII**.

**Section 7.02** Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

**Section 7.03** Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work. At the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

**Section 7.04** Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

**Section 7.05** The parties agree that after the Term for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that:*

- (a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;
- (b) such increases occur no more frequently than once per contract year of the Term; and
- (c) the amount of such increase shall not exceed five percent (5%).

**Section 7.06** Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider within fifteen (15) days after Customer's receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall assess a 1.5% monthly finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hour advance written notice to Customer.

**Section 7.07** In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

**Section 7.08** Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

**Section 7.09** In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Exhibit B will increase by the same percentage of the increase of the minimum wage using the following formula: ((New Rate minus Old Rate) divided by the Old Rate).

**Section 7.10** Commencing on the first anniversary of the Start Date, May 28<sup>th</sup>, 2022, the Service Charge shall automatically be increased annually, and on each anniversary of the Start Date thereafter, by the lesser of: (i) an amount which reflects any relative change in the U.S. Department of Labor Consumer Price Index for all urban consumers (CPI-U) plus one percent (1%) before seasonal adjustments (the "Index") at the time the subject payment is due over the Index as it existed twelve months before the time the subject payment is due; or (ii) six percent (6%).

**ARTICLE VIII**  
**INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP**

**Section 8.01** Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

**Section 8.02** Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Client Materials are expressly reserved by Customer.

**ARTICLE IX**  
**CONFIDENTIAL INFORMATION**

**Section 9.01** The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

**Section 9.02** If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

**Section 9.03** Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

## **ARTICLE X REPRESENTATIONS AND WARRANTIES**

**Section 10.01** Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

**Section 10.02** Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

**Section 10.03** EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

## **ARTICLE XI INDEMNIFICATION**

**Section 11.01** Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

**Section 11.02** Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider in a final judgment arising out of or resulting from any third party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer in this Agreement.

**Section 11.03** The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

## **ARTICLE XII LIMITATION OF LIABILITY**

**Section 12.01** EXCEPT AS OTHERWISE PROVIDED IN **Section 12.02**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Section 12.02** Service Provider shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, Act of God, civil disturbance, sabotage, weather beyond the reasonable foreseeability of Service Provider, nor for personal property destroyed or damaged due to such cause. As well, Service Provider inability to perform its duties hereunder by reason of the closing of the pool due to the conditions, the failure of equipment, plumbing or piping or the violation of any law, regulation or ordinance by the Customer, which shall in no way be the responsibility or liability of Service Provider.

- a) Except in the event of willful conduct on the part of Service Provider, Service Provider shall not be held liable for any claims for loss of life, bodily injury, or damage to property arising from any incidents occurring at the Customer facility when Service Provider is not engaged in the performance of this agreement.

- b) Due to the swimming pool/spa repair and service work, Service Provider is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. Service Provider will use due diligence in troubleshooting and repair procedures; however, Customer acknowledges that working with older components may exacerbate problematic conditions. Service Provider will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- c) Service Provider warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by Service Provider for use in this repair or service is subject to the manufacturer's guarantee. Service Provider shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. Service Provider warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- d) Service Provider shall not be responsible for any damage to winter pool covers during storage (if applicable).
- e) Service provider is not responsible for any vandalism or freeze/that damage that occurs in the off season.
- f) Requests for any changes or additions to this agreement by Customer shall not be enforceable against Service Provider unless they are agreed upon in writing by both parties and signed by a representative of Service Provider, with authority to sign such change or modification. All charges for changes or additions shall be due and payable by Customer at the completion of the work.
- g) Before any work will commence or any materials ordered; a signed and approved credit card authorization form or a signed and approved aquatic maintenance proposal must be on file with Service Provider.
- h) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- i) Service Provider will not warranty any equipment or materials purchased by the Customer and will be installed and invoiced at a separate rate. Service Provider is not responsible for work performed by any other entity.

- j) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any events or happenings outside of the water
- k) Service Provider shall not be responsible for any incidents, damages arising, directly or indirectly from any events or happenings inside water features which are not proved to be the result of negligence of Service Provider.
- l) Service Provider shall not be responsible for any incidents, damages to persons or property consequential damages arising. Directly or indirectly from any events or happenings occurring due to equipment failure or breakdown of facility's structures such as pool tiles, pool ladders, etc.

**Section 12.03** The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);
- (c) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (f) damages or liabilities to the extent covered by a party's insurance; and
- (g) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

### **ARTICLE XIII TERMINATION; EFFECT OF TERMINATION**

Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.

**Section 13.01** Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**Section 13.02** Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

**Section 13.03** The rights and obligations of the parties set forth in this **Section 13.03** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.02, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

## **ARTICLE XIV INSURANCE**

**Section 14.01** At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

**Section 14.02** All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(e) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

**Section 14.03** Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

## **ARTICLE XV NON-SOLICITATION**

**Section 15.01** During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

**Section 15.02** If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

## **ARTICLE XVI NON-EXCLUSIVITY**

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

## **ARTICLE XVII FORCE MAJEURE**

**Section 17.01** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (h) shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event which is beyond the reasonable control of such party
- (j) if the hours of the pool are reduced or closed by Act of God (excluding inclement weather) or by government order, including but not limited to COVID restrictions or disease, then the usage of Service Provider's services and the pricing for those services shall be reduced from the labor cost at least proportionate to the reduction of pool usage or more.

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the

occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

**Section 17.02** During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

**Section 17.03** The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

## **ARTICLE XVIII MISCELLANEOUS**

**Section 18.01** Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

**Section 18.02** The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

**Section 18.03** Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

**Section 18.04** All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**).

If to Service Provider:

Jeff Ellis Management, LLC  
Attention: Jonathan Hartman  
PO Box 2160  
Windermere, FL 34786  
Facsimile: 407-868-9657

**Section 18.05** For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

**Section 18.06** This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

**Section 18.07** Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer, or other conveyance in violation of the foregoing shall be null

and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

**Section 18.08** This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

**Section 18.09** The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

**Section 18.10** This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

**Section 18.11** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

**Section 18.12** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

**Section 18.13** Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

**Section 18.14** Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

**Section 18.15** In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

**Section 18.16** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**Section 18.17** This Agreement was formed in the County of Dupage, Illinois and jurisdiction for any and all litigation is agreed to take place in the County of Dupage, Illinois.

**Section 18.18** The Agreement should contain a blanket provision the Service Provider shall comply with all employment rules, regulations, ordinances, and laws whether Federal, State or Local including but not limited to wage, hour, hiring, Civil Rights, payroll taxes, and workers' compensation.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**SERVICE PROVIDER**

**JEFF ELLIS MANAGEMENT, LLC**

By\_\_\_\_\_

Name: Jonathan Hartman

Title: VP of Finance/Business

Date:

**CUSTOMER**

**CAROL STREAM PARK DISTRICT**

By\_\_\_\_\_

Name:

Title:

Date:

## EXHIBIT A

### STATEMENT OF WORK: SERVICES AND DELIVERABLES

#### Scope

1. Service Provider agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Customer at the following location(s):

Outdoor Pool  
849 W. Lies Rd  
Carol Stream, IL 60188

2. Service Provider will perform the following professional aquatic facility management services for the Customer's aquatic facilities identified above:
  - a. Service Provider shall employ, train, assign, schedule, and supervise employees to safely operate said aquatic facility or facilities pursuant to the guidelines set forth in the "Comprehensive Aquatic Risk Management Program" manual that is published by Jeff Ellis & Associates, Inc. for the term of this Agreement.
  - b. Service Provider will administer, supervise, and otherwise manage the daily operations of said aquatic facility or facilities for the term of this Agreement.
  - c. Service Provider will provide general cleaning, sanitation, organization, and maintenance of the locker rooms, lavatories, showers, pool decks, water attractions, swimming pools, filtration rooms, pumps, and other aquatic facility equipment for said aquatic facility or facilities for the term of this Agreement.
    - Hourly and End of Day
      - Check locker rooms and lavatories:
        - Pick up trash/garbage on the floors and counter tops.
        - Wipe excess water from counter tops.
        - Empty garbage containers that are filled.
        - Fill toilet paper as needed.
      - Walk Pool Deck
        - Pick up trash/garbage.
        - Empty garbage containers that are filled and take to dumpster.
          - Park District is responsible for garbage containers in concession area.
  - d. Service Provider will sanitize, vacuum, operate filtration equipment and otherwise monitor water quality for all aquatic facility or facilities spas and swimming pools identified in Appendix A.

- e. Service Provider shall perform the following pre-opening tasks to prepare for daily operation of said aquatic facility or facilities:
  - i. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers and guard offices for daily operation.
  - ii. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, and swimming pools for daily operation.
  - iii. Distribute, ready and position emergency rescue equipment for use.
  
- f. Service Provider shall perform the following daily operational services for said aquatic facility or facilities:
  - i. Assign and schedule the aquatic facility manager and/or supervisor to provide management oversight for daily operation.
  - ii. Assign and schedule the minimum number of lifeguards and/or attendants to meet IDPH requirements for operating areas, unless otherwise dictated by an approved variance.
  - iii. Maintain general cleanliness of the aquatic facility premises during daily operation.
  - iv. Assist customer with removal of trash from concessions area on an as needed basis
  
- g. Service Provider shall perform the following closing tasks at the end of daily operation for said aquatic facility or facilities:
  - i. Collect and remove trash from all facility trash receptacles.
  - ii. Collect and store emergency rescue equipment for future use on a daily basis.
  - iii. Organize, sanitize, make ready and otherwise prepare the locker rooms, lavatories, and showers and guard offices for daily operation.
  - iv. Organize, sanitize, make ready and otherwise prepare pool decks, furniture, water attractions, spas, and swimming pools for daily operation.

3. Service Provider and Customer will adhere to the following regarding pool maintenance:

- a. Due to the swimming pool/spa repair and service work, JEM is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. JEM will use due diligence in troubleshooting and repair procedures; however, Client acknowledges that working with older components may exacerbate problematic conditions. JEM will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- b. JEM warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by JEM for use in this repair or service is subject to the manufacturer's guarantee. JEM shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. JEM's warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- c. JEM shall not be responsible for any damage to winter pool covers during storage.
- d. JEM shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- e. Water Level: It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool unless, after an investigated is concluded, it is determined to be Service Provider's sole responsibility. Equipment repair costs to be negotiated if determined Service Provider is solely responsible.
- f. Inclement Weather: In the event of rain or freezing weather, we will perform a chemical and equipment check only on the pool, leaving out those items that require the use of a pole. No refunds will be given for such visits.
- g. Communicate any facility closures with Customer.
- h. Service Problems: If you are not completely satisfied with our service, please contact us immediately. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
- i. Heavy Leaf Fall: During certain times of the year, due to leaf fall, it may be advisable for the homeowner to empty the skimmers and traps in between our

visits. This will help to ensure that the equipment is not damaged due to lack of water flow.

- j. Freezing Weather: In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level.
4. Service Provider will provide, maintain, and operate the following emergency rescue equipment for said aquatic facility or facilities:
    - a. Automatic External Deliberator
    - b. Supplemental Oxygen Support Unit
    - c. Bag Valve Mask
    - d. Oral Suction Device
    - e. Seal Easy Mask(s)
    - f. Rescue Tube(s)
    - g. Life Jacket(s)

Customer will provide, the following equipment for said aquatic facility or facilities

- a. Spinal Management and Extrication Board(s)
  - b. First Aid Supplies
  - c. Cleaning/Sanitation Supplies
  - d. Lifeguard Stand(s)
  - e. Lifeguard Umbrella(s)
5. Service Provider develop and Emergency Action Plan pursuant to the guidelines set forth in the “Comprehensive Aquatic Risk Management Program” manual published by Jeff Ellis & Associates, Inc. for said aquatic facility or facilities.

### **Operating Schedule**

1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

**EXHIBIT B**

**SERVICE FEES**

<b>Carol Stream Park District-Outdoor Pool</b>	<b>2022</b>
Service Provider's Management Fee	\$ 12,000.00
Insurance (General Liability)	\$ 15,000.00
Labor	\$ 201,578.91
Administrative	\$ 1,500.00
<b>Annual Agreement Total Cost</b>	<b>\$ 230,078.91</b>

2022 Additional Labor Cost:  
\$30.00/Hour for Manager  
\$25.00/Hour for Lifeguard

**Payment Schedule**

**Carol Stream Park District-Outdoor Pool**

**2022 Season**

Amount Due on or before May. 1 <sup>st</sup> , 2022	Amount Due on or before June 1 <sup>st</sup> , 2022	Amount Due on or before July 1 <sup>st</sup> , 2022
\$ 76,692.97	\$ 76,692.97	\$ 76,692.97

Customer agrees to deliver above installment payments by check to Service Provider's business address by the specified delivery dates as follows or by wire transfer:

**Jeff Ellis Management, LLC.**

Attention: Jonathan Hartman  
PO Box 2160  
Windermere, FL 34786  
(800) 742-8720

**EXHIBIT C**

**OPERATING CALENDAR**

Service Provider agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule for Outdoor Pool:

<b>2022</b>	<b>Operating Dates</b>	<b>Operating Times</b>
May 28 <sup>th</sup> – July 31 <sup>st</sup>	Monday – Friday Saturday Sunday	11:00am-7:00pm 11:00am-7:00pm 11:00am-6:00pm
Holidays	Memorial Day (May 30 <sup>th</sup> ) 4 <sup>th</sup> of July Parade (July 2 <sup>nd</sup> ) Independence Day (July 4 <sup>th</sup> )	12:00pm-5:00pm 1:00pm-5:00pm 12:00pm-5:00pm

The Service Provider adds 30 minutes prior to opening and 30 minutes after closing for a total of one additional hour per operating day to the above operating schedule to allow its employees to complete pre-opening and post-closing responsibilities. Accordingly, one additional labor hour is factored into daily operating schedule shown above for opening and closing tasks to be completed.

**To:** Board of Commissioners  
**From:** Shane Hamilton, Director of Parks & Facilities  
**Date:** June 13, 2022  
**Approval:** Park on the Green Synthetic Playground Turf Installation  
**Agenda Item # 7B**

---

### Issue

Should the Board approve the purchase, and installation of synthetic turf from Forever Lawn, Inc. from Rockford, IL, for installation at Park on the Green for \$98,175.

### Background/Reasoning

- No public bid is needed for this project as this particular product has been previously bid via a national purchasing program (HGAC).
- The District enrolled in HGAC in 2021 to explore the options within the program.
- There was no cost to the District to enroll in HGAC.
- The District recently purchased turf for Jirsa Park via HGAC.

### Supporting Documents Summary

- Forever Lawn, Inc/HGAC Worksheet Attached.

### Cost

- Total Project Cost \$98,175
- Budget source GL: 25-5-00-00-765

### Public/Customer Impact

Park on the Green's current surface is engineered wood fiber. Although that particular surface is technically ADA accessible it does not allow for free-flowing play for an individual with mobility issues. Synthetic turf will offer an improved accessible surface and create an aesthetically pleasing playground surface for our residents and guests of the Park District.

### Recommendation

That the Board approve the purchase and installation of synthetic turf from Forever Lawn, Inc, Rockford, IL, for Park on the Green for \$98,175.



**CONTRACT PRICING WORKSHEET**  
For Catalog & Price Sheet Type Purchases

**Contract No.:** PR11-20

**Date Prepared:** 5/12/22

**This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to 713-993-4548 or emailed to loleta.chappel@h-gac.com Therefore please type or print legibly.**

<b>Buying Agency:</b>	Carol Stream Park District	<b>Contractor:</b>	ForeverLawn Inc., 8007 Beeson Street, Louisville, OH 44641
<b>Contact Person:</b>	Shane Hamilton	<b>Prepared By:</b>	Main Contact: Amy Enos - Worksheet Prepared By: Justin Lettenberger
<b>Phone:</b>	Office: 630-784-6163 Cell: 847-774-0380	<b>Phone:</b>	Amy - 330-499-8873 / Justin - 920-901-0361
<b>Fax:</b>		<b>Fax:</b>	330-249-2170
<b>Email:</b>	<a href="mailto:shaneh@csparks.org">shaneh@csparks.org</a>	<b>Email:</b>	amy@foreverlawn.com / justin@chicago.foreverlawn.com

<b>Catalog / Price Sheet Name:</b>	ForeverLawn 2022 HGAC Price List
------------------------------------	----------------------------------

<b>General Description of Product:</b>	Providing and installing perimeter boards, SafetyFoam Pro, Playground Grass Ultra, crumb rubber infill, and PlayMound with tunnel at prevailing wage rates
--	--

**A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary**

Quan	Description	Unit Pr	Total
4,710	<b>Item # - FLSI-PB</b> Olive Green XP PE slit film yarn with green and tan nylon thatch (Square Feet)	\$5.95	\$28,024.50
1215	<b>Item # - FLSI-PB Colors</b> Florida Blue XP PE slit film yarn with green and tan nylon thatch (Square Feet)	\$6.04	\$7,338.60
690	<b>Item # - FLSI-PB Colors</b> Vegas Gold XP PE slit film yarn with green and tan nylon thatch (Square Feet)	\$6.04	\$4,167.60
6,615	<b>Item # - FLIns</b> Installation of ForeverLawn Premium Artificial Grass (Standard Rate)	\$3.15	\$20,837.25
1	<b>Item # - PM002</b> 10' diameter x 3' high mound with 24" diameter tunnel	\$3,726.00	\$3,726.00
4	<b>Item # - Aplix10-162</b> Aplix 10 inch Black Mushroom Hook, Reverse-Wound Seam Tape - 162' roll	\$380.70	\$1,522.80
2	<b>Item # - MAPGT</b> Mapei Glue - 6-pack	\$84.15	\$168.30
382	<b>Item # - SFP30C</b> 3" SafetyFoam Pro with channels 2'x4' panel (covers 7.71 square feet once interlocked)	\$31.68	\$12,101.76
108	<b>Item # - SFP10</b> 1" SafetyFoam Pro 2'x4' panel (covers 7.71 square feet once interlocked)	\$11.61	\$1,253.88
3778	<b>Item # - FLPad Install</b> Installation of Safety Surface (7.71 square feet x 490 panels)	\$0.67	\$2,531.26
			\$0.00
			\$0.00
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal A:</b>			\$81,671.95

**B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary**  
(Note: Unpublished items are any which were not submitted and placed in contractor's bid.)

Quan	Description	Unit Pr	Total
6,615	Installation of ForeverLawn Premium Artificial Grass (Prevailing Wage Rate Surcharge)	\$1.52	\$10,054.80
260	Mineral-Composite Perimeter Boards (Linear Feet)	\$5.10	\$1,326.00
13	SafetyFoam Pro T-Bar	\$14.70	\$191.10
2700	Crumb Rubber Infill (.75 lbs. per sq. ft.)	\$0.65	\$1,755.00
<b>Total From Other Sheets, If Any:</b>			
<b>Subtotal B:</b>			\$13,326.90

<b>Check:</b> Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	<b>For this transaction the percentage is:</b>	16%
---	--	-----

**C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges:**

Shipping of Materials	\$3,176.15
<b>Subtotal C:</b>	\$3,176.15

<b>Delivery Date:</b> 8/1/22	<b>D. Total Purchase Price (A+B+C):</b> \$98,175.00
------------------------------	---

**To:** Board of Commissioners  
**From:** Shane Hamilton, Director of Parks & Facilities  
**Date:** June 13, 2022  
**Approval:** Purchase of a Ford Super Duty Pickup Truck  
with Service Body **Agenda Item # 7C**

---

### Issue

Should the Board approve the purchase of a F250 Super Duty truck with a service body from Morrow Brothers Ford, Inc., Greenfield, IL in the amount of \$48,420.

### Background/Reasoning

- The Illinois State Bid Program has proven to be a viable solution in replacing vehicles for the District's fleet of vehicles.
- No public bid is needed for this vehicle due to the vehicle being available through the Illinois State Bid Program.
- All local bodies of Government throughout the State of Illinois are eligible to purchase their vehicles through the State Bid Program.
- There is no cost to the District to be an active participant in the State Bid Program.
- The truck will include: a service body with multiple drawers/compartments for maintenance staff to store various parts and tools, brake controller, backup alarm, LED warning lights, tow package and blue tooth capabilities.
- This purchase is in line with the District's vehicle replacement plan.

### Cost

- Truck Purchase Price is \$48,420
- Budgeted funds are \$45,000. The vehicle is \$3,420 over budget.
- To offset the \$3,420 over budget, the dump truck purchased in 2021 was under budget and will partially offset this vehicle; overall net impact to our Capital Budget is less than \$500.
- Budget source GL: 42-5-11-00-800

### Public/Customer Impact

Purchasing a new vehicle through the Illinois State Bid Program is the most cost effective means to purchase vehicles such as the proposed F250 Super Duty with a service body. The service body allows staff to have a mobile repair center cutting down on travel time increasing the Department's efficiency by streamlining repairs in the field.

## Recommendation

That the Board approve the purchase of a F250 Super Duty truck with a service body from Morrow Brothers Ford, Inc., Greenfield, IL in the amount of \$48,420.



WWW.MORROWBROTHERSFORDINC.COM

1242 Main Street • GREENFIELD IL 62044

(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

May 31, 2022

Carol Stream Park District

**Pre-Ordered 2022 Ford Super Duty Pickup Trucks**

**Units are available first come first serve and include the following:**

Vinyl 40/20/40 Seating, 6.2L V8 Gasoline Engine, Automatic Transmission  
Shift on Fly 4x4, Front Tow Hooks, Hour Meter, Daytime Running Lights  
Vinyl Floor Covering, Air Conditioning, AM/FM/MP3 Stereo, Back-Up Camera  
Bluetooth Hands Free Communications, Power Windows/Locks/Mirrors  
Trailer Tow Mirrors w/ Heated Glass, Remote Keyless Entry, Cruise Control  
Tilt/Telescoping Steering Column, H.D. Alternator, Dual H.D. Batteries  
E-Locking Rear Axle, H.D. Front & Rear Suspension, All-Terrain Tires  
Tow Package w/ Receiver Hitch Trailer Wiring 7/4 Pin Connector

All other standard equipment including the below options:

F250 4x4 SRW <u>Regular</u> Cab	\$34,980.00	Exterior Color: White
Trailer Brake Controller	\$290.00	
Grip Strut Running Boards	\$490.00	
Whelen 4 Corner LED Warning	\$890.00	
CM Flip Top Service Body White	\$10,890.00	
Back-Up Alarm	\$125.00	
1 Extra Key w/Remote	\$180.00	
Delivery to CSPD	\$350.00	
New M License/Title	<u>\$225.00</u>	
Illinois Government Price	\$48,420.00	

Customer acceptance and approval to order per the above specifications:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Please submit this form along with your purchase order and a copy of your Illinois Tax Exempt Letter.

**To:** Board of Commissioners  
**From:** Shane Hamilton, Director of Parks & Facilities  
**Date:** June 13, 2022  
**Approval:** Coral Cove Water Park Renovation **Agenda Item # 7D**

---

## Issue

Should the Board approve a contract, including Alternate #1, with Stuckey Construction, Inc., Waukegan, IL for Coral Cove Water Park Renovations totaling \$1,249,800.

## Background/Reasoning

- Construction documents were reviewed by the District's pool maintenance contractor prior to bidding.
- All legal and insurance requirements were reviewed by PDRMA and the District's legal counsel prior to bidding.
- W-T checked all references and were pleased with the responses they received.
- W-T Engineering has worked with Stuckey Construction in the past and has no hesitations in utilizing their services again.
- Stuckey Construction is an IDPH pre-qualified contractor which streamlines the permitting process for the District.
- Alternate #1 is to remove and replace a small water feature in the tot area (diagram included).

## Documents Included

- Aerial noting Alternate #1 feature.
- W-T's recommendation letter.
- Bid tabulation results.

## Cost

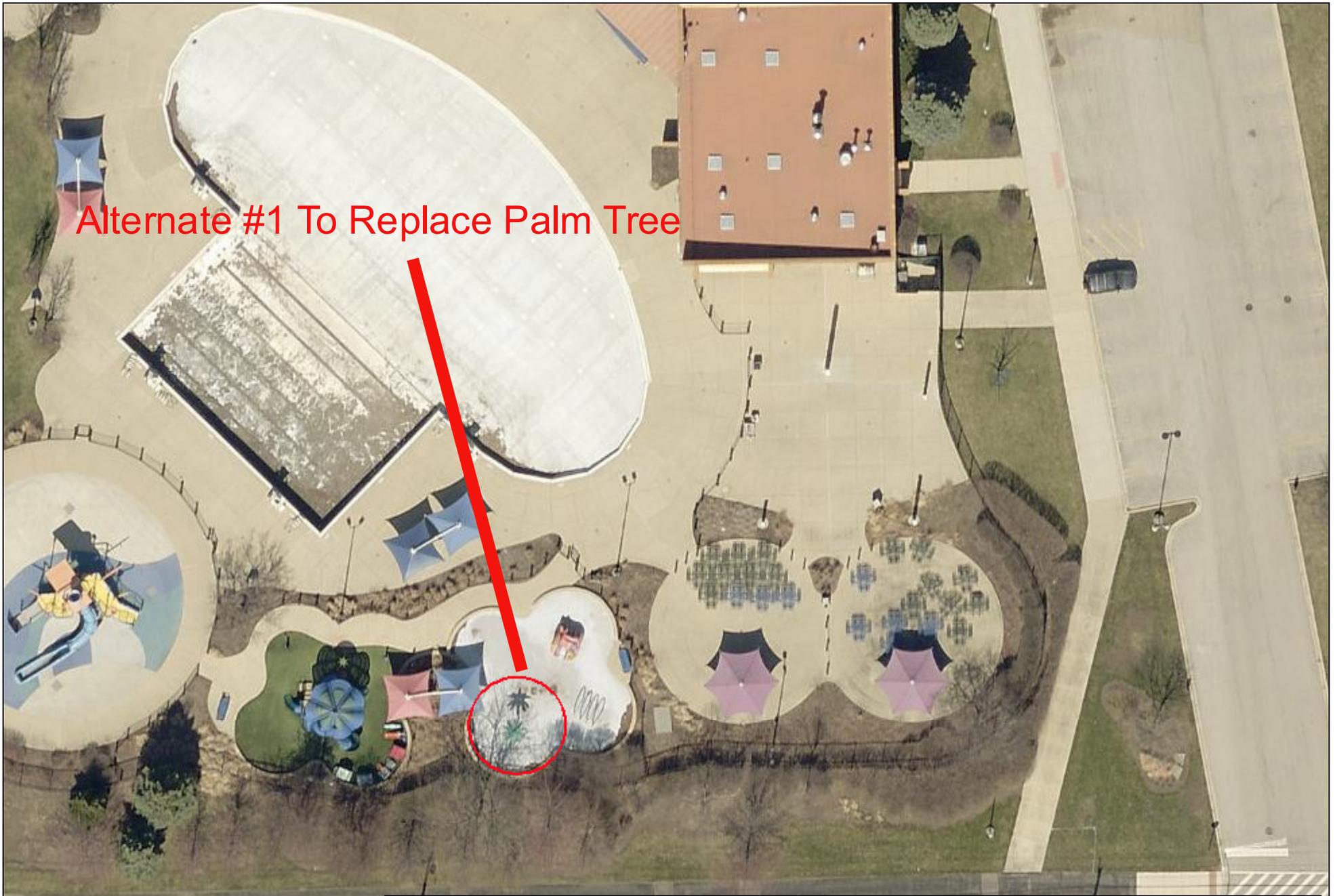
- Base bid is \$1,227,000; Alternate #1 is \$22,800.
- Project total \$1,249,800.
- Budgeted funds are \$1,026,000 (for Engineering and Construction).
- Budget source: Capital GL: 42-5-75-00-753.

## Public/Customer Impact

The Coral Cove Water Park remains a pillar of this community, however, it is in need of repair from years of use. The proposed renovations will secure Coral Cove's legacy in Carol Stream and allow our residents to have a safe, fun outdoor water park facility for years to come.

## Recommendation

That the Board approve a contract, including Alternate #1, with Stuckey Construction, Inc, Waukegan, IL for Coral Cove Water Park Renovations totaling \$1,249,800.



Alternate #1 To Replace Palm Tree





Engineering • Design • Consulting

June 8, 2022

Mr. Shane Hamilton  
Carol Stream Park District  
280 Kuhn Rd.  
Carol Stream, IL 60188

Re: Bid Results  
Carol Stream Park District- Coral Cove Renovation

Dear Mr. Hamilton,

The WT Group has reviewed the bid results for the Carol Stream Park District Coral Cove Renovation project. The low bidder was Stuckey Construction Co., Inc.

Stuckey Construction Co., Inc. meets the prequalification requirements as a qualified contractor as evidenced by their list of past projects and their past work with us. They are also an IDPH prequalified contractor as well.

We recommend positive consideration be given by the Carol Stream Park District to award the Coral Cove Renovation project to Stuckey Construction Co., Inc. and follow up with a letter of intent to proceed and enter into an Owner / Contractor Agreement accordingly.

Please don't hesitate to contact us if you have any further questions or comments with respect to this matter.

Cordially,

THE W-T GROUP, LLC

A handwritten signature in black ink that reads 'Rich Klarck'.

Rich Klarck  
Principal-in-Charge  
Aquatic Engineering



**To:** Board of Commissioners  
**From:** Jim Reuter, Executive Director  
**Date:** June 13, 2022  
**Approval:** Biannual Review of Closed Session Minutes:  
Section 2(c)(21) **Agenda Item # 8A**

---

### Issue

Should the Board release closed session meeting minutes as presented.

### Background/Reasoning

- The Board goes into Closed Session to discuss the release of closed minutes and destruction of verbatim records. Once back in Open Session, action is taken.
- These minutes pertain to past discussion and are no longer necessary to keep confidential. It is recommended that they be released at this time and made available for public inspection.
- In accordance with the Destruction of Verbatim Recordings of Closed Session Meetings Policy, these recorded minutes pertain to past discussion that took place 18 months ago and have no pending issues that would hinder destruction at this time. The hard copy of the minutes is retained.
- There are no verbatim recordings recommended to be destroyed at this time.

**Cost:** None

**Public/Customer Impact:** None

### Recommendation

Upon returning to Open Sessions, President Powers will ask for a motion to release executive session minutes.

- The following minutes are recommended for release:  
7/12/2021 Review of Closed Session Minutes  
12/13/2021 Review of Closed Session Minutes

Witness: \_\_\_\_\_  
Tim Powers

Attest: \_\_\_\_\_  
Jim Reuter