



REGULAR SCHEDULED MEETING
February 18, 2019
7:00 PM

AGENDA

Call to Order

Roll Call

Hearing of Guests

Reading of Minutes: Regular Scheduled Meeting – January 21, 2019
BINA Hearing Minutes – January 21, 2019

Claims and Accounts

Treasurer's Report and Superintendent of Finance Report

Approval of the Agenda

CORRESPONDENCE

OLD BUSINESS

Tax Abatement Ordinance #2019-02 (Series #2010)

Tax Abatement Ordinance #2019-03 (Series #2014)

Clover Hills Park Renovation Playground Equipment Purchase Request/Bid Results

Limited Bond Ordinance #2019-04 Dave Phillips

STAFF PRESENTATION

COMMUNICATIONS

STAFF REPORTS

Superintendent of Parks and Properties

Superintendent of Recreation

Manager of Peck Farm Park

NEW BUSINESS

Personnel Policy Manual Update

Deerpath Park Fence Replacement

EXECUTIVE SESSION

Land Acquisition – (5ILCS 120/2 (c) (5)) (Not anticipated)

Personnel- (5ILCS 120/2 (c) (1)) (Not anticipated)

Litigation – (5ILCS 120/2 (c) (11)) (Not anticipated)

ADJOURN

**GENEVA PARK DISTRICT
PUBLIC HEARING MINUTES
January 21, 2019
7:00 PM**

CALL TO ORDER

President VanderVeen called the meeting to order at 7:00 p.m.

ROLL CALL

President VanderVeen called for the roll. Vice President Frankenthal, Commissioner Lenski (remote), Commissioner Moffat and President VanderVeen all answered present. Commissioner Condon arrived at 7:04 p.m.

Staff members present were Executive Director Sheavoun Lambillotte, Administrative Assistant Amy McConnell, Supt. of Recreation Nicole Vickers, Supt. of Parks & Properties Jerry Culp, Supt. of Finance & Personnel Christy Powell, Manager of Peck Farm Park Trish Burns and Athletics/Facility Supervisor Jim Huetson and Aquatic/Recreation Supervisor Sarah Sielisch.

Guests: Jon Foust, a full time employee of Geneva Park District.

Hearing of Guests: None

LIMITED BOND BINA RESOLUTION #2019-01

Supt. of Finance & Personnel Christy Powell stated the purpose of the hearing will be to receive public comments on the proposed issuance of the limited bond of \$1,650,000 to fund various capital projects. This resolution will need to be approved during the regular scheduled meeting.

Commissioner Moffat made a motion to adjourn the Public Hearing. Vice President Frankenthal seconded. Motion carried. All ayes. President VanderVeen closed the Public Hearing at 7:05 p.m.

Secretary

Submitted By: Sheavoun Lambillotte/Amy McConnell

**GENEVA PARK DISTRICT
REGULAR SCHEDULED MEETING MINUTES
January 21, 2019
7:05 p.m.**

CALL TO ORDER

President VanderVeen called the meeting to order at 7:05 p.m.

ROLL CALL

President Susan VanderVeen called for the roll. Commissioner Condon, Vice President Frankenthal, Commissioner Lenski (remote), Commissioner Moffat and President VanderVeen all answered present.

Staff members present were Executive Director Sheavoun Lambillotte, Administrative Assistant Amy McConnell, Supt. of Recreation Nicole Vickers, Supt. of Parks & Properties Jerry Culp, Supt. of Finance & Personnel Christy Powell, Manager of Peck Farm Park Trish Burns and Athletics/Facility Supervisor Jim Huetson.

Press: None

Guests: Jon Foust, a full time employee of Geneva Park District.

HEARING OF GUESTS

Director Lambillotte, staff and the Board recognized Jon Foust for his 10 years of service to Geneva Park District.

READING OF MINUTES

Vice President Frankenthal made a motion to approve the minutes from the Regular Scheduled Meeting of December 10, 2018, the Public Hearing for the Tax Levy Ordinance of December 10, 2018 and the Long Range Planning Committee Meeting of January 9, 2019 as presented. Commissioner Condon seconded. All ayes. Motion carried.

CLAIMS AND ACCOUNTS

After some clarification on the ice rink expenses, Commissioner Moffat made a motion to approve the claims and accounts as presented. Commissioner Condon seconded.

TREASURER'S REPORT AND SUPERINTENDENT OF FINANCE REPORT

Superintendent of Finance & Personnel Powell reviewed the December financial reports. She highlighted the investment report stating that our blended rate is now 2.07%. We are 67% of the way through the fiscal year. Lastly, we received the annual amount of \$1,500 from PDRMA for achieving the accreditation in 2018. Commissioner Moffat made a motion to approve the Treasurer's Report and Superintendent of Finance Report as presented. Vice President Frankenthal seconded. All ayes. Motion carried.

APPROVAL OF THE AGENDA

Vice President Frankenthal made a motion to approve the agenda with moving the Asset Management Work Order Software Proposal after Correspondence. Commissioner Moffat seconded. All ayes. Motion carried.

CORRESPONDENCE

Press book with clippings.

ASSET MANAGEMENT WORK ORDER SOFTWARE PROPOSAL

Representatives Domingo Rogers & Rodney Hunter from Dude Solutions, an asset management and work order software company, gave a short presentation about their product. Commissioner Moffat made a motion to approve the Dude Solutions software package for a total of \$13,285. Vice President Frankenthal seconded. All ayes. Motion carried.

OLD BUSINESS

SAFETY COMMITTEE REPORT REVIEW

Superintendent of Recreation, Nicole Vickers, will present our safety report reviewing the last 6 months of activity in this area. Staff will be available to answer any questions the board may have.

LIMITED BOND BINA RESOLUTION #2019-01

Supt. of Finance Christy Powell stated the BINA resolution is a declaration of the intention of the Park District to issue \$1,650,000 in limited bonds in February. She stated the majority of this money goes to playground and equipment replacement; vehicles & equipment; and building improvements. Commissioner Moffat made a motion to approve the Limited Bond BINA Resolution #2019-01. Vice President Frankenthal seconded. A roll call vote was taken. Condon-aye, Frankenthal-aye, Lenski-aye, Moffat-aye, VanderVeen-aye. All ayes. Motion carried.

COMMUNICATIONS

Director Lambillotte introduced Bre Cullen, a prospective board member, to staff and the board and updated the board on the status of the upcoming election.

Staff will be attending the IPRA Conference January 24-26 in Chicago.

A legislative update concerning prevailing wage was shared with the board.

The Clover Hills Park playground replacement project is presently out to bid and the results will be shared with the board in February.

Staff attended the Batavia Plan Commission Meeting in December as they reviewed the Winding Creek housing development. The Geneva Park District will likely accept a parcel of land along with a land/cash contribution for the development of a park in this location.

The Park District is in final negotiations for the temporary easement agreement and memorandum of understanding for the UP railroad third rail project.

Park District staff and legal are reviewing a memorandum of understanding between the City of Geneva and the Cetron property developers for the construction of the bike path connection from Rt. 31 to Rt. 38.

Full time staff of the Park District participated in a cooperative training with the Bloomingdale Park District on January 11th.

Staff will be in Springfield tomorrow to provide a short presentation on the Peck Farm North Trail Project to IDNR as part of the OSLAD grant process.

The GPD Foundation has been working hard in cooperation with the NRC in preparation for the upcoming Wine, Cheese & Trees Fundraiser.

The board and staff will soon be receiving Statements of Economic Interests by email. As in past years, it must be completed online by May 1, 2019.

FUTURE MEETINGS

| | | |
|---|----------------------|------------|
| Regular Scheduled Meeting | February 18, 2019 | 7:00 P.M. |
| Personnel & Policy Committee (Pat Lenski & John Frankenthal) | February 26, 2019 | TBD |
| Geneva Park District Foundation Meeting | March 19, 2019 | 7:00 P.M. |
| Finance Committee – Budget Meeting (Pat Lenski & Susan VanderVeen) | April 3, 2019 | TBD |

STAFF REPORTS

SUPERINTENDENT OF PARKS & PROPERTIES

Supt. of Parks Jerry Culp reviewed his report. Staff have been working diligently to get the ice rinks up and running. Plowing and tree trimming due to recent storms have also been a priority for the Parks Dept. This includes trail work to clean up the paths. Staff are inventorying our need for new trees and are putting together a plan for this spring. A 40 acre burn was successfully completed at Peck Farm and staff hope to complete more depending on the weather. Typical winter maintenance items such as painting picnic tables and trash receptacles are nearly complete. Construction has begun on the restroom project at Peck Farm. Staff is working on a plan to contract out some different park sites to better streamline our new mowing operations that includes 2 mowing crews run out of Wheeler Park.

SUPERINTENDENT OF RECREATION

Superintendent of Recreation Nicole Vickers reviewed her report. Winter programming is well underway & staff is currently working on the spring brochure. She highlighted on the upcoming events of the Super Shuffle 5k to be held on February 3 and the Just Dad-n-Me Dance will be held on February 17. The fitness centers have been very busy. Construction continues on the spray ground at Sunset Pool. The SRFC & SPRC revenue and expense reports were reviewed.

MANAGER OF PECK FARM PARK

Manager of Peck Farm Park Trish Burns reviewed her report. The Peck House will be 150 years old this year and we plan to have a celebration this summer. The KCCN program has 32 people registered in the upcoming session. The 8th annual Wine, Cheese & Trees fundraiser will be hosted by the Natural Resources Committee of Geneva and the Geneva Park District Foundation on February 23rd. We will also be hosting an Earth Day Event at Peck Farm Park on April 13th. Visitation has been very strong due to the nicer weather.

NEW BUSINESS

2018 STONE CREEK MINIATURE GOLF ANNUAL REPORT

Athletics/Facility Supervisor Jim Huetsen reviewed the 2018 Stone Creek Miniature Golf/Disc Golf Report. Mr. Huetsen stated that the total attendance was 19,108. The District also participated in a Groupon again this year which was successful in increasing attendance numbers. He reviewed the revenue and expenditures for the 2018 season compared to 2017. Mr. Huetsen reviewed and discussed the recommendations and suggestions for 2019. Commissioner Moffat made the motion to approve the 2018 Stone Creek Mini Golf/Disc Golf Annual Report with recommendations as presented. Commissioner Condon seconded. All ayes. Motion carried.

2019 SHORT & LONG RANGE PLAN ANNUAL GOALS & OBJECTIVES and the 2019 MASTER PLAN UPDATE DETAILS

Director Lambillotte stated that each year the Geneva Park District updates and revises its Short and Long Range Plan Annual Goals and Objectives and Master Plan Details of the District. The Long Range Planning Committee Meeting was held on January 9th with committee members Peggy Condon and Jay Moffat present. Director Lambillotte gave an overview of the summary of goals from the 2019 Short & Long Range Plan Goals and Objectives. She also reviewed the 2019 Master Plan Details which includes the Capital Improvement Plan (CIP) Budget and reviewed some of the larger projects in the CIP to be completed in 2019-2020. Once the 2019 Goals and Objectives are approved by the board, they will be posted to the District's website. Commissioner Condon made a motion to approve the 2019 Short and Long Range Plan Annual Goals & Objectives and the 2019 Master Plan Update Details as presented. Vice President Frankenthal seconded. All ayes. Motion carried.

2019 BUDGET & PERSONNEL EVALUATION CALENDAR

The 2019 Budget Calendar and Personnel Evaluation Calendar were reviewed. Vice President Frankenthal made a motion to approve the 2019 Budget Calendar and Personnel Evaluation Calendar as presented with possibly adjusting dates for the Personnel & Policy Committee Meeting and the Finance Committee Meeting. Commissioner Moffat seconded. All ayes. Motion carried.

SAFETY MANUAL AND PHYSICAL FITNESS FACILITY MANUAL EMERGENCY PLAN UPDATES

Commissioner Moffat made a motion to approve the updates to the Safety Manual and the Physical Fitness Facility Manual Emergency Plan as presented. Vice President Frankenthal seconded. All ayes. Motion carried.

OLD MILL PARK GAZEBO ROOF PROPOSAL

Commissioner Moffat made a motion to approve the replacement of the Old Mill Park Gazebo Roof with a copper roof by G. Klemm Roofing in the amount of \$11,750. Commissioner Condon seconded. All ayes. Motion carried.

EXECUTIVE SESSION

None

Commissioner Moffat made a motion authorizing the Executive Director to execute an amendment to Tolling Agreement with Illinois Metropolitan Investment Fund. Vice President Frankenthal seconded. All ayes. Motion carried.

ADJOURN

Vice President Frankenthal made a motion to adjourn the meeting at 8:57 p.m. Commissioner Condon seconded. All ayes. Motion carried.

Secretary

Submitted By: Sheavoun Lambillotte / Amy McConnell

DATE: 02/14/19
TIME: 08:31:23
ID: AP490000.WOW

GENEVA PARK DISTRICT
WARRANT NUMBER 021419

PAGE: 1

CONSTRUCTION PAID

FROM CHECK # 114790 TO CHECK # 114794

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|---------------------------|--------------------------------|---|----------|
| 114790 | W.W. GRAINGER CORP. | HARDWARE FOR POOL FILTER BDLG | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 131.22 |
| | | | CHECK TOTAL | 131.22 |
| 114791 | MENARDS | WHLR MAINT STORAGE PROJECT | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 179.32 |
| | | | CHECK TOTAL | 179.32 |
| 114792 | MUELLERMIST SERVICE CORP. | IRRIGATION ANNUAL MAINT FEE | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 570.00 |
| | | | CHECK TOTAL | 570.00 |
| 114793 | REHM ELECTRIC SHOP INC. | WHLR PKING LOT LIGHT REPAIRED | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 795.00 |
| | | WHLR PKING LOT LIGHT REPAIRED | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 595.00 |
| | | | CHECK TOTAL | 1,390.00 |
| 114794 | WILLIAMS ARCHITECTS | SUNSET POOL PLAYGROUND PROJECT | CONSTRUCTION / CAPITAL IMPROV. / PLANNING/CONST | 788.68 |
| | | SUNSET ROOF/HVAC PROJECT | CONSTRUCTION / CAPITAL IMPROV. / PLANNING/CONST | 528.58 |
| | | PFP RESTROOM PROJECT | CONSTRUCTION / CAPITAL IMPROV. / PLANNING/CONST | 1,018.46 |
| | | | CHECK TOTAL | 2,335.72 |
| | | | WARRANT TOTAL | 4,606.26 |

DATE: 02/14/19
TIME: 12:07:54
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GENEVA PARK DISTRICT
WARRANT NUMBER 021519

CONSTRUCTION UNPAID

PAGE: 1

FROM CHECK # 114795 TO CHECK # 114799

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|---------------------------|-------------------------------|---|-----------|
| 114795 | BLACK LINE FOX VALLEY LLC | BLACK LINE-BACKUP STORAGE | CONSTRUCTION / CAPITAL IMPROV. / OPERATING EQUI | 598.00 |
| | | KEYBOARD REPLACEMENT | CONSTRUCTION / CAPITAL IMPROV. / OPERATING EQUI | 38.78 |
| | | | CHECK TOTAL | 636.78 |
| 114796 | LITE CONSTRUCTION, INC. | PFP RESTROOM PROJ PAYMENT#2 | CONSTRUCTION / CAPITAL IMPROV. / PARKS/PLAYGROU | 60,660.00 |
| | | | CHECK TOTAL | 60,660.00 |
| 114797 | MENARDS | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 51.73 |
| | | WHLR MAINT PROJ SPLYs-LUMBER | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 627.98 |
| | | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 23.76 |
| | | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 142.98 |
| | | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 5.92 |
| | | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 67.91 |
| | | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 87.68 |
| | | WHLR MAINT PROJECT SPLYs | CONSTRUCTION / CAPITAL IMPROV. / BUILDINGS & IM | 120.71 |
| | | | CHECK TOTAL | 1,128.67 |
| 114798 | PREMIER MECHANICAL INC. | HVAC REPAIRS-SPRC | CONSTRUCTION / CAPITAL IMPROV. / EMERGENCY REPA | 1,612.59 |
| | | | CHECK TOTAL | 1,612.59 |
| 114799 | R.J. O'NEIL, INC. | PFP ORIENTATION BARN HVAC RPR | CONSTRUCTION / CAPITAL IMPROV. / EMERGENCY REPA | 1,157.90 |
| | | | CHECK TOTAL | 1,157.90 |
| | | | WARRANT TOTAL | 65,195.94 |

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TIME: 09:55:30
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GENEVA PARK DISTRICT
WARRANT NUMBER 021419

GENERAL PAID

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FROM CHECK # 72243 TO CHECK # 72300

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-----------------------------|--------------------------------|---|-----------|
| 72243 | ALL STAR SPORTS INSTRUCTION | ALL STAR SPORTS INSTR FEE | RECREATION / TINY SPORTS- ASSI | 21,750.40 |
| | | ALL STAR SPORTS CAMP INSTR FEE | RECREATION / SPORTS CAMPS - ASSI | 1,998.10 |
| | | | CHECK TOTAL | 23,748.50 |
| 72244 | AQUAJJOY SPA & POOL INC. | SUANA HEAT SENSOR REPLACED | RECREATION / SUNSET RACQUETBALL & FITNESS | 232.00 |
| | | | CHECK TOTAL | 232.00 |
| 72245 | AT&T | AT&T MINI GOLF INTERNET SVC | RECREATION / MINIATURE GOLF | 102.55 |
| | | AT&T WHLR INTERNET SVC | CORPORATE / PARKS ADMINISTRATION | 76.91 |
| | | | CHECK TOTAL | 179.46 |
| 72246 | BATAVIA PARK DISTRICT | FALL 2018 COOP YTH/ADULT CLASS | RECREATION / BATAVIA PARK DIST CLASSES | 334.80 |
| | | FALL 2018 COOP TRIPS | RECREATION / ACTIVE OLDER ADULTS - TRIPS | 1,402.80 |
| | | FALL 2018 COOP TAI CHI CLASSES | RECREATION / BATAVIA PARK DIST CLASSES | 180.00 |
| | | | CHECK TOTAL | 1,917.60 |
| 72247 | BATTERIES PLUS BULBS | BATTERY FOR FITNESS EQUIPMENT | RECREATION / SUNSET RACQUETBALL & FITNESS | 18.95 |
| | | | CHECK TOTAL | 18.95 |
| 72248 | BLUE LION SYSTEMS, INC | BLUE LION SECURITY CAMERA | CORPORATE / PECK FARM | 98.00 |
| | | | CHECK TOTAL | 98.00 |
| 72249 | ELLIOTT BORTNER | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 30.00 |
| | | REIMB MILEAGE | RECREATION / REC ADMINISTRATION | 25.00 |
| | | | CHECK TOTAL | 55.00 |
| 72250 | TRISH BURNS | REIMB CELL PHONE USAGE | CORPORATE / PECK FARM | 50.00 |
| | | REIMB MILEAGE | CORPORATE / PARKS ADMINISTRATION | 125.00 |
| | | | CHECK TOTAL | 175.00 |
| 72251 | CATHY BURNHAM | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 40.00 |
| | | | CHECK TOTAL | 40.00 |
| 72252 | THE CHILLED PALETTE, INC. | FALL CHILLED PALETTE INSTR FEE | RECREATION / YOUTH | 269.50 |
| | | | CHECK TOTAL | 269.50 |
| 72253 | CITY OF GENEVA | CITY WATER/SEWER-SCC | RECREATION / REC ADMINISTRATION | 31.34 |
| | | CITY WATER/SEWER-SRFC | RECREATION / SUNSET RACQUETBALL & FITNESS | 73.11 |

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GENEVA PARK DISTRICT
WARRANT NUMBER 021419

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FROM CHECK # 72243 TO CHECK # 72300

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|------------------------|-------------------------------|---|-----------|
| 72253 | CITY OF GENEVA | CITY WATER/SEWER-WHLR MAINT | CORPORATE / PARKS ADMINISTRATION | 52.45 |
| | | CITY WATER/SEWER-WHLR HUT | CORPORATE / PARKS ADMINISTRATION | 66.13 |
| | | CITY WATER/SEWER-ISLAND PK | CORPORATE / PARKS ADMINISTRATION | 26.09 |
| | | CITY WATER/SEWER-WHLR NORTH | CORPORATE / PARKS ADMINISTRATION | 29.03 |
| | | CITY WATER/SEWER-STH STR | CORPORATE / PARKS ADMINISTRATION | 104.45 |
| | | CITY WATER/SEWER-GREENHOUSE | CORPORATE / PARKS ADMINISTRATION | 44.63 |
| | | CITY WATER/SEWER-RIVER PK | CORPORATE / PARKS ADMINISTRATION | 40.69 |
| | | CITY WATER/SEWER-SUNSET POOL | RECREATION / SUNSET POOL | 302.37 |
| | | CITY WATER/SEWER-SPRC | RECREATION / SPRC | 907.89 |
| | | CITY WATER/SEWER-COMM GARDENS | CORPORATE / COMMUNITY GARDEN | 74.18 |
| | | CITY ELECTRIC-ISLAND PK | CORPORATE / PARKS ADMINISTRATION | 65.25 |
| | | CITY ELECTRIC-HARRISION CRTS | CORPORATE / PARKS ADMINISTRATION | 74.19 |
| | | CITY ELECTRIC-JAYCEE PK | CORPORATE / PARKS ADMINISTRATION | 18.30 |
| | | CITY ELECTRIC-WHLR PK | CORPORATE / PARKS ADMINISTRATION | 18.30 |
| | | CITY ELECTRIC-WHLR MAINT | CORPORATE / PARKS ADMINISTRATION | 866.25 |
| | | CITY ELECTRIC-PFP HOUSE | CORPORATE / PECK FARM | 204.24 |
| | | CITY ELECTRIC-PFP MAINT | CORPORATE / PECK FARM | 346.98 |
| | | CITY ELECTRIC-SCC | RECREATION / REC ADMINISTRATION | 1,971.20 |
| | | CITY ELECTRIC-SCC | RECREATION / REC ADMINISTRATION | 20.94 |
| | | CITY ELECTRIC-SRFC | RECREATION / SUNSET RACQUETBALL & FITNESS | 241.37 |
| | | CITY ELECTRIC-SRFC | RECREATION / SUNSET RACQUETBALL & FITNESS | 1,144.17 |
| | | CITY ELECTRIC-SUNSET POOL | RECREATION / SUNSET POOL | 419.06 |
| | | CITY ELECTRIC-SUNSET FIELDS | RECREATION / ADULT SOFTBALL | 18.30 |
| | | CITY ELECTRIC-SPRC | RECREATION / SPRC | 4,509.88 |
| | | CITY ELECTRIC-PH38 | RECREATION / PLAYHOUSE 38 | 71.66 |
| | | | CHECK TOTAL | 11,742.45 |
| 72254 | COM ED | COMED-MC COMM PARK | CORPORATE / PARKS ADMINISTRATION | 21.65 |
| | | | CHECK TOTAL | 21.65 |
| 72255 | CORAL LANE PRODUCTIONS | HOLIDAY DANCE RECITAL DVD'S | RECREATION / HOLIDAY DANCE RECITAL | 580.00 |
| | | | CHECK TOTAL | 580.00 |
| 72256 | COMCAST CABLE | COMCAST-PH38 INTERNET SVC | RECREATION / PLAYHOUSE 38 | 69.95 |
| | | | CHECK TOTAL | 69.95 |
| 72257 | DREYER CLINIC, INC. | PRE-EMPLOYMENT PHYSICAL | RECREATION / REC ADMINISTRATION | 140.00 |
| | | | CHECK TOTAL | 140.00 |

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GENEVA PARK DISTRICT
WARRANT NUMBER 021419

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FROM CHECK # 72243 TO CHECK # 72300

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-----------------------------|-------------------------------|---|----------|
| 72258 | REGINA EMILIANO | REIMB PROGRAM SPLYS-STAR WARS | RECREATION / YOUTH | 38.20 |
| | | | CHECK TOTAL | 38.20 |
| 72259 | GLENN DAVID PRODUCTIONS | DJ/PHOTO BOOTH-JUST DAD N ME | RECREATION / JUST DAD 'N ME | 1,225.00 |
| | | | CHECK TOTAL | 1,225.00 |
| 72260 | GOPHER | MEDICINE BALLS | RECREATION / EXERCISE & AEROBICS | 181.24 |
| | | | CHECK TOTAL | 181.24 |
| 72261 | CLAIRE GORNICKI | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 30.00 |
| | | REIMB MILEAGE | RECREATION / REC ADMINISTRATION | 40.00 |
| | | | CHECK TOTAL | 70.00 |
| 72262 | W.W. GRAINGER CORP. | REPAIR PARTS | CORPORATE / PARKS ADMINISTRATION | 31.95 |
| | | | CHECK TOTAL | 31.95 |
| 72263 | HOME DEPOT CREDIT SERVICE | SPONGES,BLEACH,BOUNCE | RECREATION / SUNSET RACQUETBALL & FITNESS | 42.48 |
| | | | CHECK TOTAL | 42.48 |
| 72264 | JIM HUETSON | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 30.00 |
| | | | CHECK TOTAL | 30.00 |
| 72265 | INTERSTATE GAS SUPPLY, INC. | IGS-WHLR MAINT | CORPORATE / PARKS ADMINISTRATION | 354.19 |
| | | IGS-SPRC | RECREATION / SPRC | 1,034.22 |
| | | IGS-POOL | RECREATION / SUNSET POOL | 83.59 |
| | | IGS-PFP MAINT | CORPORATE / PECK FARM | 228.04 |
| | | IGS-SRFC | RECREATION / SUNSET RACQUETBALL & FITNESS | 248.94 |
| | | IGS-PFP HOUSE | CORPORATE / PECK FARM | 108.98 |
| | | IGS-GREENHOUSE | CORPORATE / PARKS ADMINISTRATION | 216.09 |
| | | IGS-SCC | RECREATION / REC ADMINISTRATION | 1,055.49 |
| | | | CHECK TOTAL | 3,329.54 |
| 72266 | JDS PRINTING, INC. | ENVELOPES | RECREATION / REC ADMINISTRATION | 352.10 |
| | | ENVELOPES | CORPORATE / PARKS ADMINISTRATION | 211.26 |
| | | ENVELOPES | RECREATION / SPRC | 70.42 |
| | | ENVELOPES | RECREATION / SUNSET RACQUETBALL & FITNESS | 70.42 |
| | | | CHECK TOTAL | 704.20 |

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TIME: 09:55:32
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GENEVA PARK DISTRICT
WARRANT NUMBER 021419

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FROM CHECK # 72243 TO CHECK # 72300

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-----------------------|--------------------------------|--|----------|
| 72267 | BETH KEEN | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 30.00 |
| | | | CHECK TOTAL | 30.00 |
| 72268 | G. KLEMM ROOFING, CO. | DEPOSIT OLD MILL GAZEBO ROOF | CORPORATE / PARKS ADMINISTRATION | 5,875.00 |
| | | | CHECK TOTAL | 5,875.00 |
| 72269 | SHEAVOUN LAMBILLOTTE | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 50.00 |
| | | | CHECK TOTAL | 50.00 |
| 72270 | MENARDS | PARTS FOR TREATMENT SPRAYER | CORPORATE / PARKS ADMINISTRATION | 5.79 |
| | | POWER STRIP CORD | RECREATION / REC ADMINISTRATION | 8.74 |
| | | PARTS FOR TREATMENT SPRAYER | CORPORATE / PARKS ADMINISTRATION | 19.32 |
| | | FISH TAPE FOR PULLING WIRE | CORPORATE / PARKS ADMINISTRATION | 66.98 |
| | | PAINT FOR BARRICADES | CORPORATE / PARKS ADMINISTRATION | 65.94 |
| | | PAINT BRUSHES, STENCILS | CORPORATE / PARKS ADMINISTRATION | 19.94 |
| | | DUCK TAPE,PIPE INSULATION-PROJ | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 30.14 |
| | | COLOR DUCK TAPE | CORPORATE / PECK FARM SCHOOL/SCOUT GROUPS | 1.61 |
| | | LAUNDRY DETERGENT, VINEGAR | CORPORATE / PECK FARM | 6.06 |
| | | PVC COUPLING | CORPORATE / PARKS ADMINISTRATION | 1.10 |
| | | BOLT & WASHER | RECREATION / SPRC | 4.22 |
| | | 20 FT. BOOSTER CABLE | CORPORATE / PECK FARM | 29.99 |
| | | CERAMIC TOWER HEATER | CORPORATE / PECK FARM | 46.68 |
| | | PACKING TAPE | CORPORATE / PECK FARM | 3.97 |
| | | TRACTOR TAIL LIGHT BULB | CORPORATE / PECK FARM | 14.93 |
| | | BRASS HOOKS, PVC COUPLING | CORPORATE / PARKS ADMINISTRATION | 3.23 |
| | | PARTS-SEWER VENT RELOCATED | CORPORATE / PECK FARM | 37.07 |
| | | PVC COUPLING | CORPORATE / PECK FARM | 0.99 |
| | | CLEANING SPLYS | CORPORATE / PECK FARM | 16.06 |
| | | PVC PIPE-BANNER HOLDER | CORPORATE / PECK FARM | 47.90 |
| | | | CHECK TOTAL | 430.66 |
| 72271 | JAY MOFFAT | IPRA CONFERENCE RM EXPENSE | CORPORATE / PARKS ADMINISTRATION | 72.19 |
| | | IPRA CONFERENCE RM EXPENSE | RECREATION / REC ADMINISTRATION | 72.20 |
| | | | CHECK TOTAL | 144.39 |
| 72272 | NICOR GAS | NICOR-WHLR MAINT | CORPORATE / PARKS ADMINISTRATION | 222.64 |
| | | NICOR-GREENHOUSE | CORPORATE / PARKS ADMINISTRATION | 220.05 |
| | | NICOR-WHLR HUT | CORPORATE / PARKS ADMINISTRATION | 44.16 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-------------------------------|-------------------------------|--|----------|
| 72272 | NICOR GAS | NICOR-PFP HOUSE | CORPORATE / PECK FARM | 76.51 |
| | | NICOR-PFP MAINT | CORPORATE / PECK FARM | 104.43 |
| | | NICOR-SCC | RECREATION / REC ADMINISTRATION | 366.02 |
| | | NICOR-SRFC | RECREATION / SUNSET RACQUETBALL & FITNESS | 115.97 |
| | | NICOR-SPRC | RECREATION / SPRC | 454.88 |
| | | NICOR-SUNSET POOL | RECREATION / SUNSET POOL | 274.84 |
| | | NICOR-MC POOL | RECREATION / MILL CREEK POOL | 170.99 |
| | | NICOR-PH38 | RECREATION / PLAYHOUSE 38 | 86.55 |
| | | NICOR-PFP BARN | CORPORATE / PECK FARM | 120.38 |
| | | | CHECK TOTAL | 2,257.42 |
| 72273 | NOVA COMMUNICATIONS, INC. | SCC WIFI CONNECTION EXPANDED | RECREATION / REC ADMINISTRATION | 432.00 |
| | | | CHECK TOTAL | 432.00 |
| 72274 | NORTHERN ILLINOIS RAPTOR CTR. | LIVE RAPTOR EVENT 1-26-19 | CORPORATE / PECK FARM GENERAL PROGRAMS | 415.00 |
| | | | CHECK TOTAL | 415.00 |
| 72275 | NORTH AMERICAN CORP | BRUSH ASSEMBLY | RECREATION / SPRC | 30.01 |
| | | | CHECK TOTAL | 30.01 |
| 72276 | NUTOYS LEISURE PRODUCTS INC | SLIDE SECTION REPLACEMENT | CORPORATE / PARKS ADMINISTRATION | 432.00 |
| | | | CHECK TOTAL | 432.00 |
| 72277 | CASH | SUPER SHUFFLE START UP CASH | RECREATION / ADMINISTRATIVE | 500.00 |
| | | | CHECK TOTAL | 500.00 |
| 72278 | SCOTT PINER | BDAY PARTY MAGIC SHOW 1-19-19 | RECREATION / SPRC BIRTHDAY PARTIES | 150.00 |
| | | | CHECK TOTAL | 150.00 |
| 72279 | CHRISTY POWELL | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 50.00 |
| | | | CHECK TOTAL | 50.00 |
| 72280 | QUILL | W-2 EMPLOYEE ENVELOPES | RECREATION / REC ADMINISTRATION | 31.43 |
| | | W-2 EMPLOYEE ENVELOPES | CORPORATE / PARKS ADMINISTRATION | 20.95 |
| | | W-2 EMPLOYEE ENVELOPES | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 8.73 |
| | | W-2 EMPLOYEE ENVELOPES | RECREATION / SUNSET RACQUETBALL & FITNESS | 8.73 |
| | | W-2 EMPLOYEE ENVELOPES | RECREATION / SPRC | 8.73 |
| | | W-2 EMPLOYEE ENVELOPES | CORPORATE / PECK FARM | 8.73 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|----------------------------|--------------------------------|--|----------|
| 72280 | QUILL | W-2 EMPLOYEE FORMS | RECREATION / REC ADMINISTRATION | 22.36 |
| | | W-2 EMPLOYEE FORMS | CORPORATE / PARKS ADMINISTRATION | 14.90 |
| | | W-2 EMPLOYEE FORMS | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 6.21 |
| | | W-2 EMPLOYEE FORMS | RECREATION / SUNSET RACQUETBALL & FITNESS | 6.21 |
| | | W-2 EMPLOYEE FORMS | RECREATION / SPRC | 6.21 |
| | | W-2 EMPLOYEE FORMS | CORPORATE / PECK FARM | 6.21 |
| | | | CHECK TOTAL | 149.40 |
| 72281 | RALPH HELM INC. | SAW BAR, OIL CAP, PUMP INLET | CORPORATE / PARKS ADMINISTRATION | 39.89 |
| | | | CHECK TOTAL | 39.89 |
| 72282 | KELLY WALES | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 40.00 |
| | | REIMB MILEAGE | RECREATION / REC ADMINISTRATION | 60.00 |
| | | | CHECK TOTAL | 100.00 |
| 72283 | REHM ELECTRIC SHOP INC. | SUNSET POOL SUMP PUMP REPAIRS | RECREATION / SUNSET POOL | 220.00 |
| | | | CHECK TOTAL | 220.00 |
| 72284 | RUSSO'S POWER EQUIP INC. | SPINDLE FOR SCG MOWER | CORPORATE / PARKS ADMINISTRATION | 196.56 |
| | | | CHECK TOTAL | 196.56 |
| 72285 | RUNNING AWARDS AND APPAREL | SUPER SHUFFLE MEDALS | RECREATION / SUPER BOWL SHUFFLE | 1,170.00 |
| | | | CHECK TOTAL | 1,170.00 |
| 72286 | STEVE SLIVKA | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 30.00 |
| | | | CHECK TOTAL | 30.00 |
| 72287 | SARAH SIELISCH | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 40.00 |
| | | | CHECK TOTAL | 40.00 |
| 72288 | SUNSHINE CLEANING SERVICE | PFP HOUSE MONTHLY CLEANING SVC | CORPORATE / PECK FARM | 690.00 |
| | | | CHECK TOTAL | 690.00 |
| 72289 | ASHLEY SYLVESTER | JUST DAD N ME ENTERTAINER 2/17 | RECREATION / JUST DAD 'N ME | 300.00 |
| | | | CHECK TOTAL | 300.00 |
| 72290 | BUMPER TO BUMPER | HYDRAULIC FILTER FOR MOWER | CORPORATE / PARKS ADMINISTRATION | 22.72 |
| | | BEARING FOR MOWER | CORPORATE / PARKS ADMINISTRATION | 135.70 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|------------------------|-------------------------------|--|----------|
| 72290 | BUMPER TO BUMPER | BATTERY FOR CHIPPER | CORPORATE / PARKS ADMINISTRATION | 138.89 |
| | | RETURNED BATTERY CORE | CORPORATE / PARKS ADMINISTRATION | -11.00 |
| | | BLADERUNNER BELT FOR MOWER | CORPORATE / PARKS ADMINISTRATION | 89.98 |
| | | HYDRAULIC OIL | CORPORATE / PARKS ADMINISTRATION | 32.28 |
| | | ANTIFREEZE | CORPORATE / PARKS ADMINISTRATION | 101.34 |
| | | MUD FLAPS | CORPORATE / PARKS ADMINISTRATION | 63.78 |
| | | HITCH PINS | CORPORATE / PARKS ADMINISTRATION | 8.89 |
| | | MUDFLAP HOLDDOWNS | CORPORATE / PARKS ADMINISTRATION | 19.90 |
| | | BLADERUNNER BELTS | CORPORATE / PARKS ADMINISTRATION | 133.16 |
| | | HOSE CONNECTORS | CORPORATE / PARKS ADMINISTRATION | 5.67 |
| | | | CHECK TOTAL | 741.31 |
| 72291 | UNIVERSITY OF ILLINOIS | PESTICIDE TRAINING-4 STAFF | CORPORATE / PARKS ADMINISTRATION | 223.00 |
| | | | CHECK TOTAL | 223.00 |
| 72292 | U.S. POSTAL SERVICE | SPRING 2019 BROCHURE POSTAGE | RECREATION / PUBLIC INFORMATION | 5,000.00 |
| | | | CHECK TOTAL | 5,000.00 |
| 72293 | VARIETY PLUS | MOM N SON ENTERTAINER 3/9 | RECREATION / MOM & SON NIGHT | 450.00 |
| | | | CHECK TOTAL | 450.00 |
| 72294 | VERIZON WIRELESS | VERIZON CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 1.74 |
| | | VERIZON CELL PHONE USAGE | CORPORATE / PECK FARM | 56.10 |
| | | VERIZON CELL PHONE USAGE | CORPORATE / PARKS ADMINISTRATION | 172.25 |
| | | VERIZON CELL PHONE USAGE | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 52.43 |
| | | | CHECK TOTAL | 282.52 |
| 72295 | NICOLE VICKERS | REIMB CELL PHONE USAGE | RECREATION / REC ADMINISTRATION | 50.00 |
| | | | CHECK TOTAL | 50.00 |
| 72296 | CHASE CARD SERVICES | WOW PROGRAM AWARD-COOPER | CORPORATE / PARKS ADMINISTRATION | 15.00 |
| | | WOW PROGRAM AWARD-FOX | RECREATION / REC ADMINISTRATION | 15.00 |
| | | IPRA PRE CONFERENCE WKSHP | RECREATION / REC ADMINISTRATION | 80.00 |
| | | IPRA PRE CONFERENCE WKSHP | CORPORATE / PARKS ADMINISTRATION | 80.00 |
| | | COOPERATIVE STAFF WKSHP LUNCH | CORPORATE / PARKS ADMINISTRATION | 178.30 |
| | | COOPERATIVE STAFF WKSHP LUNCH | RECREATION / REC ADMINISTRATION | 178.30 |
| | | KZ MILL CREEK PROGRAM SPLYS | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 230.32 |
| | | KZ MILL CREEK SNACK SPLYS | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 66.36 |

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|---------|---------------------|--------------------------------|--|----------|
| 72296 | CHASE CARD SERVICES | DAY OFF TRIP-FUN ZONE 12/28 | RECREATION / IN SERVICE DAYS PROGRAMS | 62.70 |
| | | KZ FABYAN PROGRAM SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 444.56 |
| | | KZ FABYAN SNACK SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 216.33 |
| | | DAY OFF TRIP-ODYSSEY WRDL12/26 | RECREATION / IN SERVICE DAYS PROGRAMS | 4.00 |
| | | KZ HEARTLAND PROGRAM SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 219.57 |
| | | KZ HEARTLAND SNACK SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 287.06 |
| | | KZ WILLIAMSBURG PROGRAM SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 346.53 |
| | | KZ WILLIAMSBURG SNACK SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 156.09 |
| | | KZ HARRISON PROGRAM SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 115.98 |
| | | KZ HARRISON SNACK SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 223.51 |
| | | FACEBOOK ADVERTISING | RECREATION / PUBLIC INFORMATION | 52.62 |
| | | ANIMAL FOOD | CORPORATE / PECK FARM | 19.79 |
| | | STORAGE BAG-SOUND SYSTEM CORDS | CORPORATE / PECK FARM | 7.98 |
| | | SPLYs FOR XMAS ON THE FARM | CORPORATE / PECK FARM GENERAL PROGRAMS | 585.99 |
| | | PUMP FOR FISH TANK | CORPORATE / PECK FARM | 45.58 |
| | | KZ SNACK SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 49.64 |
| | | KZ PROGRAM SPLYs | RECREATION / B/A SCHOOL PROGRAMS- KID ZONE | 16.19 |
| | | BASKETBALL PRACTICE PINNIES | RECREATION / BOYS BASKETBALL | 22.99 |
| | | GAME BOOK/SCORE BOOKS | RECREATION / GIRLS BASKETBALL | 83.54 |
| | | SIGNAGE FOR DOOR SWITCH | RECREATION / REC ADMINISTRATION | 21.32 |
| | | TODDLER PROGRAM SPLYs | RECREATION / TODDLERS | 42.66 |
| | | YOUTH PROGRAM SPLYs | RECREATION / YOUTH | 24.38 |
| | | CONCESSION SPLYs | RECREATION / PLAYHOUSE 38 | 105.36 |
| | | HOLIDAY DANCE SPLY | RECREATION / HOLIDAY DANCE RECITAL | 16.39 |
| | | BEAUTY&THE BEAST TRIP EXPENSE | RECREATION / ACTIVE OLDER ADULTS - TRIPS | 110.41 |
| | | DANCE COMPANY COMPETITION-FEB | RECREATION / SUNSET DANCE COMPANY | 2,800.60 |
| | | DANCE COMPANY COMPETITION-MARC | RECREATION / SUNSET DANCE COMPANY | 2,845.00 |
| | | HOLIDAY DANCE FLOWERS | RECREATION / SUNSET DANCE COMPANY | 253.95 |
| | | DANCE COMPANY COSTUMES | RECREATION / SUNSET DANCE COMPANY | 212.96 |
| | | POSTAGE & HOLIDAY DANCE SPLYs | RECREATION / HOLIDAY DANCE RECITAL | 234.64 |
| | | HOLIDAY DANCE PROP SPLYs | RECREATION / HOLIDAY DANCE RECITAL | 188.62 |
| | | CHEER CLOTHING | RECREATION / CHEERLEADING | 73.84 |
| | | BDAY PARTY SPLYs | RECREATION / SPRC BIRTHDAY PARTIES | 22.47 |
| | | CUPCAKES, PIZZAS | RECREATION / SPRC BIRTHDAY PARTIES | 190.45 |
| | | LAUNDRY BASKETS, BLEACH | RECREATION / SPRC | 22.14 |
| | | VENDING MACHINE SPLYs | RECREATION / SPRC | 231.09 |
| | | VENDING MACHINE SPLYs | RECREATION / SUNSET RACQUETBALL & FITNESS | 116.41 |
| | | MARKERS, CRAYONS | RECREATION / NURSERY/ KIDS KORRAL | 9.52 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-------------------------|--------------------------------|---|-----------|
| 72296 | CHASE CARD SERVICES | FRONT DESK STAFF APPRECIATION | RECREATION / SPRC | 165.00 |
| | | BASSETT TRAINING | RECREATION / REC ADMINISTRATION | 13.99 |
| | | PDRMA FACILITY TRAINING | RECREATION / REC ADMINISTRATION | 45.00 |
| | | MARY POPPINS RIGHTS/SCRIPTS | RECREATION / PLAYHOUSE 38 | 740.00 |
| | | ANNUAL ELEVATOR STATE CERT | RECREATION / SPRC | 127.81 |
| | | SIRIUS MUSIC SVC | RECREATION / SPRC | 15.99 |
| | | DISPLAY HOLDERS | RECREATION / SPRC | 71.63 |
| | | RIBBON FOR GET FIT KITS | RECREATION / SPRC | 11.98 |
| | | REPAIR CARDIO TVS | RECREATION / SPRC | 1,547.56 |
| | | GRIPS | RECREATION / SPRC | 44.37 |
| | | MILK CRATE FOR PICKLEBALL | RECREATION / OPEN GYM- NEW BLDG | 18.89 |
| | | CUPCAKES, JUICE | RECREATION / SPRC BIRTHDAY PARTIES | 58.04 |
| | | PROGRAM SPLYS | RECREATION / PLAYHOUSE 38 | 52.89 |
| | | YOGA BOLSTERS | RECREATION / EXERCISE & AEROBICS | 539.57 |
| | | FRONT DESK STAFF APPRECIATION | RECREATION / SUNSET RACQUETBALL & FITNESS | 100.00 |
| | | FITNESS TV REPAIRS | RECREATION / SUNSET RACQUETBALL & FITNESS | 529.94 |
| | | DRYER SHEETS | RECREATION / SUNSET RACQUETBALL & FITNESS | 12.15 |
| | | PLASTIC CUTLERY | RECREATION / REC ADMINISTRATION | 21.80 |
| | | REPLACEMENT CASTERS | RECREATION / SUNSET RACQUETBALL & FITNESS | 13.99 |
| | | WALLYBALL EQUIPMENT BAG | RECREATION / EXERCISE & AEROBICS | 26.45 |
| | | IPRA PARKS SECURITY MAINT AD | CORPORATE / PARKS ADMINISTRATION | 265.00 |
| | | IGFOA ANNUAL MEMBERSHIP FEE | CORPORATE / PARKS ADMINISTRATION | 150.00 |
| | | IGFOA ANNUAL MEMBERSHIP FEE | RECREATION / REC ADMINISTRATION | 150.00 |
| | | PRE-TREATMENT SPRAYER PARTS | CORPORATE / PARKS ADMINISTRATION | 159.39 |
| | | GREENHOUSE HEAT SENSOR REPLACE | CORPORATE / PARKS ADMINISTRATION | 171.07 |
| | | ANNUAL IPRA MEMBERSHIP RENEWAL | CORPORATE / PARKS ADMINISTRATION | 279.00 |
| | | IL ASSOC CONSERVATION CONF | CORPORATE / PARKS ADMINISTRATION | 200.00 |
| | | COOP STAFF WKSHP BREAKFAST EXP | RECREATION / REC ADMINISTRATION | 31.59 |
| | | COOP STAFF WKSHP BREAKFAST EXP | CORPORATE / PARKS ADMINISTRATION | 31.59 |
| | | IPRA ANNUAL MBRSHS-SUPT REC | RECREATION / REC ADMINISTRATION | 279.00 |
| | | | CHECK TOTAL | 17,199.83 |
| 72297 | GENEVA GLASS WORKS CORP | GYM MIRROR REPLACED | RECREATION / SPRC | 412.00 |
| | | | CHECK TOTAL | 412.00 |
| 72299 | JOLIET PARK DISTRICT | IPDDC COMPETITION FEE 2/24 | RECREATION / CHEERLEADING | 78.00 |
| | | | CHECK TOTAL | 78.00 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-------------------------|-------------------------|---------------------------------|-----------|
| 72300 | SOLEMN OATH BREWERY LLC | SUPER SHUFFLE BEVERAGE | RECREATION / SUPER BOWL SHUFFLE | 140.00 |
| | | | CHECK TOTAL | 140.00 |
| | | | WARRANT TOTAL | 83,249.66 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|----------------------------|--------------------------------|---|----------|
| 72301 | ABLE PEST CONTROL, INC. | MONTHLY PEST CONTROL - JAN | RECREATION / SPRC | 105.00 |
| | | | CHECK TOTAL | 105.00 |
| 72302 | GENEVA ACE HARDWARE | PAINT THINNER,BRUSHES,FASTENER | CORPORATE / PARKS ADMINISTRATION | 64.53 |
| | | PLASTIC GLOVES | CORPORATE / PARKS ADMINISTRATION | 13.49 |
| | | PAINT-GARBAGE CANS | CORPORATE / PARKS ADMINISTRATION | 92.83 |
| | | KEYS,MISC FASTENERS | RECREATION / PLAYHOUSE 38 | 7.44 |
| | | BAR & CHAIN OIL | CORPORATE / PARKS ADMINISTRATION | 19.99 |
| | | MISC FASTENERS | RECREATION / SPRC | 16.08 |
| | | | CHECK TOTAL | 214.36 |
| 72303 | ALL SEASON ICE RINK | ALL SEASONS DAY OFF TRIP 2/18 | RECREATION / TEEN PROGRAMS & TRIPS | 175.00 |
| | | | CHECK TOTAL | 175.00 |
| 72304 | AT&T | AT&T MC POOL INTERNET SVC | RECREATION / MILL CREEK POOL | 76.91 |
| | | AT&T INTERNET SERVICE PF MAINT | CORPORATE / PECK FARM | 56.40 |
| | | | CHECK TOTAL | 133.31 |
| 72305 | BANNER UP SIGNS | SIGNS - EVENT PARKING/CLOSED | RECREATION / PUBLIC INFORMATION | 125.00 |
| | | | CHECK TOTAL | 125.00 |
| 72306 | BLOOMINGDALE PARK DISTRICT | STAFF WORKSHOP 1/2 SPEAKER FEE | RECREATION / REC ADMINISTRATION | 450.00 |
| | | | CHECK TOTAL | 450.00 |
| 72307 | BLACK LINE FOX VALLEY LLC | BLACK LINE MONTHLY EMAIL SVC | RECREATION / REC ADMINISTRATION | 50.00 |
| | | BLACK LINE MONTHLY ANTIVIRUS | CORPORATE / PARKS ADMINISTRATION | 74.25 |
| | | BLACK LINE MONTHLY ANTIVIRUS | RECREATION / REC ADMINISTRATION | 74.25 |
| | | BLACK LINE MONTHLY COMP MAINT | RECREATION / REC ADMINISTRATION | 1,834.65 |
| | | BLACK LINE MONTHLY SERVER MAIN | RECREATION / REC ADMINISTRATION | 715.00 |
| | | | CHECK TOTAL | 2,748.15 |
| 72308 | CALL ONE | CALL ONE MONTHLY SVC | RECREATION / SUNSET RACQUETBALL & FITNESS | 83.50 |
| | | CALL ONE MONTHLY SVC | RECREATION / REC ADMINISTRATION | 445.33 |
| | | CALL ONE MONTHLY SVC | RECREATION / SUNSET POOL | 134.91 |
| | | CALL ONE MONTHLY SVC | RECREATION / SPRC | 620.15 |
| | | CALL ONE MONTHLY SVC | CORPORATE / PARKS ADMINISTRATION | 213.39 |
| | | CALL ONE MONTHLY SVC | RECREATION / MINIATURE GOLF | 53.35 |
| | | CALL ONE MONTHLY SVC | CORPORATE / PECK FARM | 111.40 |
| | | | CHECK TOTAL | 1,662.03 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
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| 72309 | CITY OF GENEVA | CITY ELEC - ESPING PARK | CORPORATE / PARKS ADMINISTRATION | 24.56 |
| | | CITY WATER/SEWER - MOORE PK | CORPORATE / MOORE SPRAY PARK | 68.37 |
| | | CITY ELEC - MOORE PK | CORPORATE / MOORE SPRAY PARK | 20.29 |
| | | CITY ELECTRIC-OLD MILL PK | CORPORATE / PARKS ADMINISTRATION | 62.04 |
| | | | CHECK TOTAL | 175.26 |
| 72310 | COM ED | COMED-PFP BALLFIELDS | RECREATION / ADULT SOFTBALL | 36.03 |
| | | COMED-MC POOL | RECREATION / MILL CREEK POOL | 384.04 |
| | | COMED - PETERSON HOUSE | CORPORATE / PARKS ADMINISTRATION | 17.49 |
| | | | CHECK TOTAL | 437.56 |
| 72311 | CONSERV FS, INC. | GAS & DIESEL FUEL | CORPORATE / PARKS ADMINISTRATION | 891.54 |
| | | GASOLINE | RECREATION / REC ADMINISTRATION | 99.06 |
| | | ENGINE OIL | CORPORATE / PARKS ADMINISTRATION | 123.75 |
| | | | CHECK TOTAL | 1,114.35 |
| 72312 | COMCAST CABLE | COMCAST-SCC INTERNET SVC | RECREATION / REC ADMINISTRATION | 278.64 |
| | | COMCAST-SRFC CABLE SVC | RECREATION / SUNSET RACQUETBALL & FITNESS | 547.52 |
| | | | CHECK TOTAL | 826.16 |
| 72313 | COMCAST CABLE | COMCAST SVC-SPRC | RECREATION / SPRC | 731.16 |
| | | | CHECK TOTAL | 731.16 |
| 72314 | CULLIGAN TRI-CITY SWS, INC. | CULLIGAN MONTHLY WATER SVC | RECREATION / REC ADMINISTRATION | 41.00 |
| | | CULLIGAN MONTHLY WATER SVC | CORPORATE / PECK FARM | 25.00 |
| | | CULLIGAN MONTHLY WATER SVC | RECREATION / SPRC | 25.00 |
| | | | CHECK TOTAL | 91.00 |
| 72315 | DAILY HERALD | DAILY HERALD NEWSPAPER | RECREATION / REC ADMINISTRATION | 18.60 |
| | | DAILY HERALD NEWSPAPER | CORPORATE / PARKS ADMINISTRATION | 18.60 |
| | | | CHECK TOTAL | 37.20 |
| 72316 | DEKANE EQUIPMENT CORPORATION | GEAR BOX, BOLTS | CORPORATE / PARKS ADMINISTRATION | 439.38 |
| | | | CHECK TOTAL | 439.38 |
| 72317 | DUNHAM WOODS FARM, INC. | HORSEMANSHIP INSTR FEES | RECREATION / YOUTH | 240.00 |
| | | HORSEMANSHIP INSTR FEES | RECREATION / ADULT | 120.00 |
| | | | CHECK TOTAL | 360.00 |

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| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-------------------------------|--------------------------------|---|----------|
| 72318 | REGINA EMILIANO | PROGRAM SUPPLIES - BROWNIES | RECREATION / YOUTH | 30.06 |
| | | | CHECK TOTAL | 30.06 |
| 72319 | FOX VALLEY ICE ARENA | ICE SKATING LESSONS | RECREATION / ICE SKATING LESSONS | 1,225.00 |
| | | ICE SKATING LESSONS | RECREATION / ICE SKATING LESSONS | 525.00 |
| | | | CHECK TOTAL | 1,750.00 |
| 72320 | FOX VALLEY SPECIAL RECREATION | INCLUSION SERVICES JAN 2019 | SPECIAL RECREATION / SPECIAL RECREATION | 1,844.11 |
| | | | CHECK TOTAL | 1,844.11 |
| 72321 | FUN EXPRESS LLC | JUST DAD N ME SUPPLIES | RECREATION / JUST DAD 'N ME | 1,413.70 |
| | | | CHECK TOTAL | 1,413.70 |
| 72322 | GLENN DAVID PRODUCTIONS | DJ - MOM & SON | RECREATION / MOM & SON NIGHT | 1,225.00 |
| | | | CHECK TOTAL | 1,225.00 |
| 72323 | GORDON FLESCH COMPANY, INC. | GORDON FLESCH MNTHLY MAINT | RECREATION / PARK DISTRICT PRESCHOOL | 108.00 |
| | | GORDON FLESCH MONTHLY MAINT | RECREATION / SPRC | 329.67 |
| | | GORDON FLESCH MONTHLY MAINT | RECREATION / REC ADMINISTRATION | 442.19 |
| | | GORDON FLESCH MONTHLY MAINT | CORPORATE / PARKS ADMINISTRATION | 294.79 |
| | | | CHECK TOTAL | 1,174.65 |
| 72324 | GROOT, INC. | REFUSE DISPOSAL | RECREATION / SPRC | 194.78 |
| | | REFUSE DISPOSAL | RECREATION / REC ADMINISTRATION | 135.44 |
| | | REFUSE DISPOSAL | CORPORATE / PECK FARM | 362.95 |
| | | REFUSE DISPOSAL | CORPORATE / PARKS ADMINISTRATION | 509.62 |
| | | REFUSE DISPOSAL | RECREATION / REC ADMINISTRATION | 137.22 |
| | | | CHECK TOTAL | 1,340.01 |
| 72325 | HOME DEPOT CREDIT SERVICE | EMPTY PROPANE TANK EXCHANGE | CORPORATE / PARKS ADMINISTRATION | 18.47 |
| | | | CHECK TOTAL | 18.47 |
| 72326 | ILLINOIS DIRECTOR OF | 4TH QTR 2018 UNEMPLOYMENT | LIABILITY INSURANCE / LIABILITY INSURANCE | 475.00 |
| | | | CHECK TOTAL | 475.00 |
| 72327 | INVEX DESIGN LLC | EMPLY ORIENTATION VIDEO-WEBPAG | RECREATION / REC ADMINISTRATION | 150.00 |
| | | | CHECK TOTAL | 150.00 |

DATE: 02/15/19
TIME: 11:31:26
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GENEVA PARK DISTRICT
WARRANT NUMBER 021519

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FROM CHECK # 72301 TO CHECK # 72349

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-----------------------------|--------------------------------|---|----------|
| 72328 | INTERSTATE GAS SUPPLY, INC. | IGS-WHLR MAINT | CORPORATE / PARKS ADMINISTRATION | 385.46 |
| | | IGS-SPRC | RECREATION / SPRC | 1,035.24 |
| | | IGS-POOL | RECREATION / SUNSET POOL | 142.46 |
| | | IGS-PFP MAINT | CORPORATE / PECK FARM | 215.29 |
| | | IGS-SRFC | RECREATION / SUNSET RACQUETBALL & FITNESS | 255.44 |
| | | IGS-PFP HOUSE | CORPORATE / PECK FARM | 99.12 |
| | | IGS-GREENHOUSE | CORPORATE / PARKS ADMINISTRATION | 295.58 |
| | | IGS-SCC | RECREATION / REC ADMINISTRATION | 963.12 |
| | | | CHECK TOTAL | 3,391.71 |
| 72329 | JOLIET PARK DISTRICT | IPDDC DANCE CHEER POM MEET 4/7 | RECREATION / SUNSET DANCE COMPANY | 367.00 |
| | | IPDDC DANCE CHEER POM MEET 4/7 | RECREATION / CHEERLEADING | 180.00 |
| | | | CHECK TOTAL | 547.00 |
| 72330 | JOLIET PARK DISTRICT | IPDDC STATE DANCE POM CHEER | RECREATION / SUNSET DANCE COMPANY | 725.00 |
| | | IPDDC STATE DANCE POM CHEER | RECREATION / CHEERLEADING | 390.00 |
| | | | CHECK TOTAL | 1,115.00 |
| 72331 | MTL TENNIS MGMNT GROUP | TENNIS INSTR FEES | RECREATION / INDOOR TENNIS- SPRC | 2,140.45 |
| | | INDOOR TENNIS INSTR FEES | RECREATION / INDOOR TENNIS- SPRC | 2,141.75 |
| | | | CHECK TOTAL | 4,282.20 |
| 72332 | LIFE FITNESS CORP. | REPAIR PARTS STEP EQUIPMENT | RECREATION / SPRC | 111.09 |
| | | | CHECK TOTAL | 111.09 |
| 72333 | MENARDS | LUMBER FOR BARRICADES | CORPORATE / PARKS ADMINISTRATION | 28.25 |
| | | LUMBER FOR BARRICADES | CORPORATE / PARKS ADMINISTRATION | 33.90 |
| | | LUMBER FOR BARRICADES | CORPORATE / PARKS ADMINISTRATION | 18.51 |
| | | GAUGE TOOL SET | CORPORATE / PARKS ADMINISTRATION | 3.98 |
| | | LP HEATER-FILTER BDLG | CORPORATE / PARKS ADMINISTRATION | 109.99 |
| | | LP HEATER-FILTER BDLG | CORPORATE / PARKS ADMINISTRATION | 109.99 |
| | | PIPE INSULATION-FILTER BDLG | RECREATION / SUNSET POOL | 36.98 |
| | | PARTS FOR SNOWBLOWER | CORPORATE / PARKS ADMINISTRATION | 10.76 |
| | | CONCRETE SAW BLADE | CORPORATE / PECK FARM | 19.98 |
| | | PVC FOR SEWER VENT | CORPORATE / PECK FARM | 7.98 |
| | | DRY ERASE BOARD | CORPORATE / PARKS ADMINISTRATION | 6.59 |
| | | LADDER | CORPORATE / PARKS ADMINISTRATION | 54.96 |
| | | PAINT FOR BARRICADES | CORPORATE / PARKS ADMINISTRATION | 30.97 |
| | | | CHECK TOTAL | 472.84 |

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GENEVA PARK DISTRICT
WARRANT NUMBER 021519

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FROM CHECK # 72301 TO CHECK # 72349

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-----------------------------|--------------------------------|---|-----------|
| 72334 | M.I.P.E. | MIPE ANNUAL DUES-KERFOOT | CORPORATE / PARKS ADMINISTRATION | 25.00 |
| | | MIPE ANNUAL DUES-MORGAN | CORPORATE / PARKS ADMINISTRATION | 25.00 |
| | | | CHECK TOTAL | 50.00 |
| 72335 | MILL CREEK WRD | WATER/SEWER MC POOL | RECREATION / MILL CREEK POOL | 99.91 |
| | | | CHECK TOTAL | 99.91 |
| 72336 | NEXT GENERATION, INC | SUPER SHUFFLE SWEATSHIRTS | RECREATION / SUPER BOWL SHUFFLE | 4,057.75 |
| | | | CHECK TOTAL | 4,057.75 |
| 72337 | NORTH AMERICAN CORP | PLASTIC GLOVES | RECREATION / SPRC | 12.02 |
| | | SANITATION SPLYs | RECREATION / SUNSET RACQUETBALL & FITNESS | 211.79 |
| | | SANITATION SPLYs | RECREATION / REC ADMINISTRATION | 211.79 |
| | | SANITATION SPLYs | CORPORATE / PECK FARM | 49.36 |
| | | SANITATION SPLYs | CORPORATE / PARKS ADMINISTRATION | 63.63 |
| | | SANITATION SPLYs | RECREATION / SPRC | 638.96 |
| | | GARBAGE LINERS | CORPORATE / PECK FARM | 98.60 |
| | | SANITATION SPLYs | RECREATION / SUNSET RACQUETBALL & FITNESS | 144.13 |
| | | SANITATION SPLYs | RECREATION / REC ADMINISTRATION | 144.13 |
| | | SANITATION SPLYs | CORPORATE / PARKS ADMINISTRATION | 123.76 |
| | | | CHECK TOTAL | 1,698.17 |
| 72338 | NUTOYS LEISURE PRODUCTS INC | HARDWARE FOR SWINGS | CORPORATE / PARKS ADMINISTRATION | 110.48 |
| | | | CHECK TOTAL | 110.48 |
| 72339 | PDRMA | PDRMA HEALTH INSURANCE | CORPORATE / PARKS ADMINISTRATION | 23,468.37 |
| | | PDRMA HEALTH INSURANCE | RECREATION / REC ADMINISTRATION | 25,058.45 |
| | | PDRMA LIFE INSURANCE | CORPORATE / ADMINISTRATIVE | 165.40 |
| | | | CHECK TOTAL | 48,692.22 |
| 72340 | PDRMA | PDRMA WKSHOP-REC WALES 11/28 | RECREATION / REC ADMINISTRATION | 30.00 |
| | | | CHECK TOTAL | 30.00 |
| 72341 | PDRMA | PDRMA AQUATIC RISK MGMT 2/22 | RECREATION / SUNSET POOL | 35.00 |
| | | | CHECK TOTAL | 35.00 |
| 72342 | CASH | GREAT LAKE PK TRAINING STIPEND | CORPORATE / PARKS ADMINISTRATION | 464.00 |
| | | | CHECK TOTAL | 464.00 |

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GENEVA PARK DISTRICT
WARRANT NUMBER 021519

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FROM CHECK # 72301 TO CHECK # 72349

| CHECK # | VENDOR NAME | TRANSACTION DESCRIPTION | FUND / DEPARTMENT CHARGED | AMOUNT |
|---------|-----------------------------|-------------------------------|----------------------------------|-----------|
| 72343 | R&M SPECIALITIES, LTD. | WRESTLING PARTICIPANTS SHIRTS | RECREATION / YOUTH WRESTLING | 76.00 |
| | | | CHECK TOTAL | 76.00 |
| 72344 | SHAW MEDIA | SUPER SHUFFLE & BESTLIFE ADV | RECREATION / PUBLIC INFORMATION | 1,200.00 |
| | | | CHECK TOTAL | 1,200.00 |
| 72345 | STEVENS STREET PROPERTIES | PH38 MONTHLY RENTAL FEE | RECREATION / PLAYHOUSE 38 | 1,697.00 |
| | | PH38 MONTHLY STORAGE RENTAL | RECREATION / PLAYHOUSE 38 | 300.00 |
| | | | CHECK TOTAL | 1,997.00 |
| 72346 | SUNSHINE CLEANING SERVICE | PFP HOUSE MONTHLY CLNING SVC | CORPORATE / PECK FARM | 690.00 |
| | | | CHECK TOTAL | 690.00 |
| 72347 | T.J. OFFICIAL FINDERS | OFFICIALS-JANUARY | RECREATION / SPRC ADULT LEAGUES | 420.00 |
| | | SCOREKEEPERS-JANUARY | RECREATION / SPRC ADULT LEAGUES | 234.00 |
| | | OFFICIALS-JANUARY | RECREATION / GIRLS BASKETBALL | 929.00 |
| | | OFFICIALS-JANUARY | RECREATION / BOYS BASKETBALL | 6,077.00 |
| | | OFFICIALS-JANUARY | RECREATION / SPRC ADULT LEAGUES | 498.00 |
| | | | CHECK TOTAL | 8,158.00 |
| 72348 | FRANK VAN AELST & ASSOC INC | MONTHLY ACCOUNTING SVC FEE | RECREATION / REC ADMINISTRATION | 410.00 |
| | | MONTHLY ACCOUNTING SVC FEE | CORPORATE / PARKS ADMINISTRATION | 410.00 |
| | | | CHECK TOTAL | 820.00 |
| 72349 | WESTERNETTES BATON TEAM | IPDDC CHEER MEET FEES 3-9-19 | RECREATION / CHEERLEADING | 180.00 |
| | | | CHECK TOTAL | 180.00 |
| | | | WARRANT TOTAL | 97,524.29 |

Geneva Park District Board Meeting

Superintendent of Finance and Personnel Report

Submitted by Christy Powell

February 18, 2019

Monthly Reports

Attached are the January Investment Report, and Revenue & Expenditure Reports for your review.

Bond Ordinance #2019-04- Issuance of S2019 Limited Bonds

The sale of the S2019 Limited Bonds of \$1.6M will be finalized the day of the board meeting, Monday, February 18. The District is purchasing its own bonds at a net interest rate of 2.885%. Dave Phillips from Speer Financial will be at the meeting to discuss the sale. Included in my report is Speer Financial awards packet. Included in your board packet is the Bond Ordinance for approval.

Abatement Ordinance S2010 (Ord#2019-02) and S2014 (Ord#2019-03)

Included in your packets are the abatement ordinances for the S2010 Alternative Revenue Bonds and the S2014 Alternative Revenue Bonds. The tax levies associated with these bonds must be abated annually as these bonds are paid for from General and Recreation Funds. Once approved, these ordinances will be filed with Kane County.

2018 CPI

The Consumer Price Index (CPI) for calendar year 2018 was released in late January 2019 at 1.9%. As you may recall, this rate is used to determine the growth in our tax levy (excluding uncapped first year new construction growth). The 2018 CPI will be used to determine increases in the 2019 tax levy which is received in budget year 2020-2021.

GENEVA PARK DISTRICT
INVESTMENTS
January 31, 2019

Blended Rate

2.15%

General Account

| | | | | | | | |
|------------------|--------------------------|----|---------------------|-------|-------------------------|---------|-------------------|
| Checking Account | Harris Bank Checking | \$ | 364,412.34 | 1.83% | Upcoming Bond Payments: | | |
| MM Acct. | Harris Bank Money Market | \$ | 1,036,319.63 | 2.38% | Rec 2014 | 6/15/19 | \$ 82,133 |
| | | \$ | 1,400,731.97 | | Ltd B&I 2017 | | \$ - |
| | | | | | Debt Certificate | 2/1/19 | \$ 117,646 |
| | | | | | Corp 2010 | 6/15/19 | \$ 11,625 |
| | | | | | Total | | \$ 211,404 |

| | | | | | | |
|--------|--------|----------------------------|-----------|---------------------|-------|----------|
| CD MBS | 4 mos | ZB National Association | \$ | 100,000.00 | 2.15% | 02/19/19 |
| CD MBS | 9 mos | Synchrony Bank | \$ | 150,000.00 | 2.25% | 03/29/19 |
| CD MBS | 18 mos | Goldman Sachs USA | \$ | 245,000.00 | 1.60% | 04/11/19 |
| CD MBS | 7 mos | Bank Ozk | \$ | 100,000.00 | 2.25% | 05/20/19 |
| CD MBS | 8 mos | Capital One Bk | \$ | 100,000.00 | 2.30% | 06/07/19 |
| CD | 12 mos | State Bank of Geneva | \$ | 35,392.15 | 2.30% | 06/09/19 |
| CD MBS | 9 mos | Sallie mae Bk, UT | \$ | 240,000.00 | 2.35% | 07/17/19 |
| CD MBS | 10 mos | Israel Discount Bk of NY | \$ | 100,000.00 | 2.40% | 08/19/19 |
| CD MBS | 11 mos | Comenity Cap Bk, UT | \$ | 125,000.00 | 2.47% | 09/26/19 |
| CD MBS | 12 mos | First Technology Fed CU | \$ | 100,000.00 | 2.75% | 10/17/19 |
| CD MBS | 12 mos | Affinity Federal CU | \$ | 240,000.00 | 2.90% | 11/15/19 |
| CD MBS | 12 mos | Parkway Bank & Trust | \$ | 100,000.00 | 2.80% | 12/20/19 |
| CD MBS | 12 mos | JP Morgan Chase | \$ | 100,000.00 | 2.60% | 01/18/20 |
| IPDLAF | | IPDLAF | \$ | 10,128.96 | 2.32% | |
| IMET | | Convenience Fund | | 2,130,259.28 | 2.33% | |
| IMET | | 1-3 Year Fund | | 555,520.19 | 0.58% | |
| | | TOTAL | \$ | 4,431,300.58 | | |
| | | Grand Total General | \$ | 5,832,032.55 | | |

Construction Account

| | | | | | |
|-----------------|---------------------------------|-----------|---------------------|-------|------------------------------|
| Harris Checking | Harris Bank Checking | \$ | 233,074.77 | 1.83% | |
| Harris MM | Harris Money Market | \$ | 431,921.73 | 2.38% | |
| | | \$ | 664,996.50 | | |
| CBA | Harris Trust & Savings Bank | \$ | 854,000.00 | 0.00% | Compensating Balance Account |
| GPD Bonds | S2017 Limited Bonds | \$ | - | 1.47% | 12/15/18 |
| CD | State Bank of Geneva | \$ | 42,816.09 | 2.30% | 06/09/19 |
| CD | 12 mos. MB Financial | \$ | 104,595.41 | 3.00% | 06/27/19 |
| IPDLAF | IPDLAF | \$ | 4,266.93 | 2.32% | n/a |
| IMET | Convenience Fund | | 1,590,845.04 | 2.33% | n/a |
| IMET | 1-3 Year Fund | | 210,303.05 | 0.58% | |
| | SUBTOTAL | \$ | 2,806,826.52 | | |
| | Grand Total Construction | \$ | 3,471,823.02 | | |

GPD/GSD304 Western Ave. Gym

| | | | | | | |
|----|-------|--------------------------|-----------|------------------|-------|----------|
| CD | 21 mo | U.S. Bank | \$ | 135,310.52 | 1.50% | 05/14/19 |
| | | GPD Portion of CD | \$ | 67,655.26 | | |

GPD/GSD304 Harrison St. Gym

| | | | | | | |
|----|-------|--------------------------|-----------|------------------|-------|----------|
| CD | 21 mo | U.S. Bank | \$ | 87,228.67 | 1.50% | 05/14/19 |
| | | GPD Portion of CD | \$ | 43,614.34 | | |

Notes: All investments are fully collateralized (>110%) and/or covered by FDIC and/or invested in fully guaranteed US Back Government Securities per the Park District's Investment Policy.

**Geneva Park District
Revenue and Expenditure Report
For January 31, 2019**

Monthly % of Annual Budget

75%

| | Jan Actual | YTD Actual | Annual Budget | % of Budget | |
|---|---------------------|---------------------|---------------------|----------------|-----|
| GENERAL FUND REVENUES | | | | | |
| Real Estate Taxes | \$ - | \$ 3,765,307 | \$ 3,700,000 | 102% | (a) |
| Replacement Taxes | 3,939 | 22,577 | 25,000 | 90% | |
| Investment Income | 4,250 | 53,719 | 20,000 | 269% | |
| Reimbursements | 3,583 | 7,629 | 7,000 | 109% | |
| Rentals & Leases | 425 | 4,225 | 3,000 | 141% | |
| Peck Farm Receipts | - | 18,872 | 23,000 | 82% | |
| Camp Coyote- Peck Farm Camp | - | 38,284 | 23,000 | 166% | (b) |
| Camp Adventure - Peck Farm Camp | - | 11,632 | 14,000 | 83% | (b) |
| Birthday Parties- Peck Farm | 175 | 4,620 | 8,000 | 58% | |
| Learn from the Experts- Peck Farm | 7,500 | 9,659 | 9,000 | 107% | |
| Peck Farm General Programs | 2,087 | 7,262 | 12,000 | 61% | |
| Community Garden | 1,635 | 5,439 | 5,500 | 99% | |
| Peck Farm School/Scout Groups | - | 5,804 | 7,500 | 77% | |
| Total Revenues | \$ 23,594 | \$ 3,955,029 | \$ 3,857,000 | 103% | |
| GENERAL FUND EXPENDITURES | | | | | |
| Administration | \$ 152,308 | \$ 3,017,681 | \$ 3,699,700 | 82% | (c) |
| Peck Farm | 5,995 | 76,801 | 105,600 | 73% | |
| Camp Coyote- Peck Farm Camp | - | 18,636 | 15,800 | 118% | |
| Camp Adventure- Peck Farm Camp | - | 8,833 | 9,000 | 98% | |
| Birthday Parties- Peck Farm | - | 1,522 | 3,000 | 51% | |
| Learn from the Experts- Peck Farm | 409 | 1,167 | 7,000 | 17% | |
| Peck Farm General Programs | 1,160 | 858 | 2,800 | 31% | |
| Community Garden | 74 | 4,091 | 3,800 | 108% | |
| Peck Farm School/Scout Groups | 2 | 559 | 600 | 93% | |
| Moore Spray Park | 88 | 8,036 | 9,700 | 83% | |
| Total Expenditures | \$ 160,036 | \$ 3,138,186 | \$ 3,857,000 | 81% | |
| Total General Fund Net Surplus (Deficit) | \$ (136,443) | \$ 816,844 | \$ - | n/a | |

**Geneva Park District
Revenue and Expenditure Report
For January 31, 2019**

Monthly % of Annual Budget

75%

| | Jan Actual | YTD Actual | Annual Budget | % of Budget | |
|--|-------------------|---------------------|---------------------|----------------|-----|
| RECREATION FUND REVENUES | | | | | |
| Real Estate Taxes | \$ - | \$ 1,543,850 | \$ 1,500,000 | 103% | (a) |
| Replacement Taxes | 3,939 | 22,577 | 25,000 | 90% | |
| Investment Income | 4,250 | 53,729 | 20,000 | 269% | |
| Public Information- Advertising & Sponsorships | 680 | 13,390 | 13,000 | 103% | |
| Community Center Rentals | 1,870 | 6,841 | 9,000 | 76% | |
| General Recreation | 11,300 | 155,608 | 244,000 | 64% | |
| Playhouse 38 | 10,101 | 67,712 | 72,700 | 93% | |
| Preschool/ Toddler | 40,088 | 250,201 | 339,000 | 74% | (d) |
| Active Older Adults | 1,207 | 15,365 | 18,750 | 82% | |
| Dance | 16,219 | 111,281 | 115,800 | 96% | |
| Camps | - | 348,722 | 344,000 | 101% | (b) |
| Contracted & Co-op | 2,630 | 12,786 | 18,200 | 70% | |
| Special Events | 10,532 | 54,176 | 72,450 | 75% | |
| Tennis | - | 13,657 | 16,000 | 85% | |
| Tumbling/ Gymnastics/Cheerleading | 13,716 | 119,100 | 164,500 | 72% | |
| Baseball/ Softball | 1,350 | 58,329 | 61,500 | 95% | |
| General Athletics | 23,615 | 338,559 | 378,700 | 89% | |
| Sunset Racquetball & Fitness | 24,582 | 149,754 | 199,025 | 75% | |
| Pool | - | 611,821 | 570,400 | 107% | (e) |
| Mini Golf | - | 87,494 | 96,500 | 91% | |
| After School Programs | 99,009 | 709,972 | 795,500 | 89% | (f) |
| Scholarships | - | - | 7,000 | 0% | (g) |
| SPRC | 80,826 | 492,676 | 654,300 | 75% | |
| Total Revenues | \$ 345,915 | \$ 5,237,600 | \$ 5,735,325 | 91% | |
| RECREATION FUND EXPENDITURES | | | | | |
| Administration | \$ 102,649 | \$ 1,779,110 | \$ 2,266,598 | 78% | (c) |
| Public Information | 8,745 | 90,350 | 135,300 | 67% | |
| Community Center Rentals | - | 665 | 1,500 | 44% | |
| General Recreation | 4,849 | 74,838 | 129,375 | 58% | |
| Playhouse 38 | 3,265 | 56,649 | 66,150 | 86% | |
| Preschool/ Toddler | 20,743 | 209,144 | 306,750 | 68% | |
| Active Older Adults | 1,984 | 13,826 | 14,200 | 97% | |
| Dance | 9,069 | 43,432 | 57,800 | 75% | |
| Camps | 925 | 221,402 | 267,750 | 83% | |
| Contracted & Co-op | 515 | 2,914 | 13,600 | 21% | |
| Special Events | 4,725 | 32,407 | 51,550 | 63% | |
| Tennis | - | 9,218 | 11,000 | 84% | |
| Tumbling/ Gymnastics/Cheerleading | 4,963 | 86,886 | 119,765 | 73% | |
| Baseball/ Softball | 65 | 21,958 | 24,500 | 90% | |
| General Athletics | 48,872 | 167,037 | 247,075 | 68% | |
| Ice Rinks | - | - | 1,000 | 0% | |
| Gymnasiums | 1,053 | 9,800 | 41,400 | 24% | |
| Sunset Racquetball & Fitness | 11,740 | 109,267 | 133,362 | 82% | |
| Pool | 3,963 | 524,398 | 543,900 | 96% | |
| Mini Golf | 331 | 34,536 | 36,800 | 94% | |
| After School Programs | 35,687 | 367,402 | 733,400 | 50% | |
| Scholarships | - | 5,487 | 7,000 | 78% | (g) |
| SPRC | 37,361 | 372,793 | 525,550 | 71% | |
| Total Expenditures | \$ 301,503 | \$ 4,233,520 | \$ 5,735,325 | 74% | |
| Total Recreation Fund Net Surplus (Deficit) | \$ 44,412 | \$ 1,004,080 | \$ - | n/a | |

Geneva Park District
Revenue and Expenditure Report
For January 31, 2019

Monthly % of Annual Budget

75%

| | Jan Actual | YTD Actual | Annual Budget | % of Budget | |
|---|--------------------|-------------------|-------------------|----------------|-----|
| LIABILITY FUND REVENUES | | | | | |
| Real Estate Taxes | \$ - | \$ 149,009 | \$ 146,250 | 102% | (a) |
| Replacement Taxes | 630 | 3,612 | 4,000 | 90% | |
| Investment Income | 21 | 187 | 250 | 75% | |
| PDRMA Reimbursements | 1,500 | 1,500 | 1,500 | 100% | |
| Transfer from Fund Balance | - | - | 26,000 | 0% | |
| Total Revenues | \$ 2,151 | \$ 154,308 | \$ 178,000 | 87% | |
| LIABILITY FUND EXPENDITURES | | | | | |
| Liability Insurance | \$ 39,768 | \$ 119,305 | \$ 163,000 | 73% | (h) |
| State Unemployment | - | - | 15,000 | 0% | |
| Total Expenditures | \$ 39,768 | \$ 119,305 | \$ 178,000 | 67% | |
| Total Liability Fund Net Surplus (Deficit) | \$ (37,617) | \$ 35,003 | \$ - | n/a | |

| | | | | | |
|--|--------------------|-------------------|-------------------|------------|-----|
| IMRF FUND REVENUES | | | | | |
| Real Estate Taxes | \$ - | \$ 254,876 | \$ 250,500 | 102% | (a) |
| Replacement Taxes | 2,206 | 12,643 | 14,000 | 90% | |
| Investment Income | 125 | 1,125 | 1,500 | 75% | |
| Transfer from Recreation Programs & Fund Balance | - | - | 39,000 | 0% | |
| Total Revenues | \$ 2,331 | \$ 268,644 | \$ 305,000 | 88% | |
| IMRF FUND EXPENDITURES | | | | | |
| IMRF Expense | \$ 16,200 | \$ 217,662 | \$ 305,000 | 71% | |
| Total Expenditures | \$ 16,200 | \$ 217,662 | \$ 305,000 | 71% | |
| Total IMRF Fund Net Surplus (Deficit) | \$ (13,869) | \$ 50,982 | \$ - | n/a | |

| | | | | | |
|---|---------------|-------------------|------------------|-------------|-----|
| AUDIT FUND REVENUES | | | | | |
| Real Estate Taxes | \$ - | \$ 7,855 | \$ 7,700 | 102% | (a) |
| Replacement Taxes | \$ 473 | \$ 2,709 | \$ 3,000 | 90% | |
| Transfer from Fund Balance | - | - | 2,400 | n/a | |
| Total Revenues | \$ 473 | \$ 10,564 | \$ 13,100 | 81% | |
| AUDIT FUND EXPENDITURES | | | | | |
| Audit Expense | \$ - | \$ 13,100 | \$ 13,100 | 100% | |
| Total Expenditures | \$ - | \$ 13,100 | \$ 13,100 | 100% | |
| Total Audit Fund Net Surplus (Deficit) | \$ 473 | \$ (2,536) | \$ - | n/a | |

| | | | | | |
|---|--------------------|-------------------|-------------------|------------|-----|
| SOCIAL SECURITY FUND REVENUES | | | | | |
| Real Estate Taxes | \$ - | \$ 240,158 | \$ 233,000 | 103% | (a) |
| Replacement Taxes | 2,048 | 11,740 | 13,000 | 90% | |
| Investment Income | 208 | 1,875 | 2,500 | 75% | |
| Transfer from Recreation Programs | - | - | 25,000 | 0% | |
| Transfer from Fund Balance | - | - | 51,500 | 0% | |
| Total Revenues | \$ 2,257 | \$ 253,773 | \$ 325,000 | 78% | |
| SOCIAL SECURITY FUND EXPENDITURES | | | | | |
| FICA/ Medicare | \$ 20,257 | \$ 251,720 | \$ 325,000 | 77% | |
| Total Expenditures | \$ 20,257 | \$ 251,720 | \$ 325,000 | 77% | |
| Total Social Security Fund Net Surplus (Deficit) | \$ (18,000) | \$ 2,053 | \$ - | n/a | |

Geneva Park District
Revenue and Expenditure Report
For January 31, 2019

Monthly % of Annual Budget

75%

| | Jan Actual | YTD Actual | Annual Budget | % of Budget |
|---|---------------------|-----------------------|---------------------|----------------|
| FVSRA FUND REVENUES | | | | |
| Real Estate Taxes | \$ - | \$ 569,351 | \$ 560,000 | 102% (a) |
| Total Revenues | \$ - | \$ 569,351 | \$ 560,000 | 102% |
| FVSRA FUND EXPENDITURES | | | | |
| Contractual Services | \$ 1,470 | \$ 33,088 | \$ 55,000 | 60% |
| ADA Structural Improvements | - | 5,456 | 248,661 | 2% |
| FVSRA- Program Payments | - | 256,339 | 256,339 | 100% (i) |
| Total Expenditures | \$ 1,470 | \$ 294,883 | \$ 560,000 | 53% |
| Total FVSRA Fund Net Surplus (Deficit) | \$ (1,470) | \$ 274,469 | \$ - | n/a |
| BOND & INTEREST FUND REVENUES | | | | |
| Real Estate Taxes | \$ - | \$ 811,535 | \$ 804,423 | 101% (a) |
| Total Revenues | \$ - | \$ 811,535 | \$ 804,423 | 101% |
| BOND & INTEREST FUND EXPENDITURES | | | | |
| Bond Payments | \$ - | \$ 804,423 | \$ 804,423 | 100% (j) |
| Total Expenditures | \$ - | \$ 804,423 | \$ 804,423 | 100% |
| Total Bond & Interest Fund Net Surplus (Deficit) | \$ - | \$ 7,112 | \$ - | n/a |
| CONSTRUCTION FUND REVENUES | | | | |
| Reimbursements | \$ - | \$ 12,940 | \$ 50,000 | 26% |
| Bond Issue | - | - | 1,600,000 | 0% |
| Farming Revenue | - | 1,400 | 1,000 | 140% |
| Grant Revenue | - | - | - | 0% |
| Donations | - | 3,500 | 20,000 | 18% |
| Land Cash Revenue | 19,109 | 128,056 | 730,000 | 18% |
| Investment Income | 4,430 | 48,834 | 28,000 | 174% |
| Audit Transfer | - | - | 550,000 | 0% |
| Total Revenues | \$ 23,539 | \$ 194,730 | \$ 2,979,000 | 7% |
| CONSTRUCTION FUND EXPENDITURES | | | | |
| Planning/ Architect/ Engineering | \$ 8,801 | \$ 141,418 | \$ 147,000 | 96% |
| Buildings & Improvements | 3,061 | 660,346 | 1,398,700 | 47% |
| Parks/ Playground Improvements/ Acquisitions | 127,561 | 308,309 | 915,650 | 34% |
| Landscaping & Groundskeeping | - | 19,975 | 50,000 | 40% |
| Operating Equipment & Vehicles | 9,941 | 77,987 | 190,307 | 41% |
| Recreation Equipment/ Repairs | - | - | 1,000 | 0% |
| Emergency Repairs/ Replacements | - | 23,475 | 70,841 | 33% |
| Total Expenditures | \$ 149,365 | \$ 1,231,510 | \$ 2,773,498 | 44% |
| Total Construction Fund Net Surplus (Deficit) | \$ (125,826) | \$ (1,036,780) | \$ 205,502 | n/a |

(a) Majority of real estate taxes are received in the months of June and September.

(b) All camp revenue collected in Mar & Apr of 2018, the prior fiscal year, for camps held in the Summer of 2018 have been accrued and recognized as revenue in May 2018. Likewise, revenue collected in Mar & Apr 2019 will be deferred until FY2019-20.

(c) Includes 100% of the total S2010 and S2014 debt service payments. Without these expenditures administrative expenses are under budget in the corporate fund at 71% and in the recreation fund at 67% of budget.

(d) Program revenue for the Preschool program is received during the school year Sep - May. Whereas expenditures remain level throughout the year.

(e) Pool Membership Pass revenue collected in Mar & Apr of 2018, the prior fiscal year, for Summer 2018 have been accrued and recognized as revenue. Likewise, membership pass revenue collected in Mar & Apr of 2019 will be deferred until FY2019-20.

(f) Revenue for the before and after school program is received during the school year Sep thru Apr.

(g) A large majority of this revenue is received from proceeds from the Harvest Hustle. Expenditures are recorded thru out the year to reflect program expense whereby scholarship participants have participated throughout the year.

(h) Payments for liability insurance are made on a quarterly basis in the months of July, October, January and April

Geneva Park District
Revenue and Expenditure Report
For January 31, 2019

Monthly % of Annual Budget 75%

| | Jan Actual | YTD Actual | Annual Budget | % of Budget |
|--|---------------|---------------|------------------|----------------|
|--|---------------|---------------|------------------|----------------|

- (i) FVSRA payments are scheduled to be made in the months of June and November.
- (j) Bond payments are made in the months of June and December.

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GENEVA PARK DISTRICT
DETAILED REVENUE & EXPENSE REPORT
MONTH ACTUAL W/FYTD AND FY BUDGET W/VARIANCE

PAGE: 1
F-YR: 19

FUND: RECREATION
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-----------------------------|--------------------------------|-------------------|---------------------------------|--------------------------|-----------------|
| PLAYHOUSE 38 | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | | | | |
| 02-2313-4-0000-11 | PROGRAM FEES | 10,071.00 | 40,649.67 | 35,000.00 | (5,649.6 |
| 02-2313-4-0000-23 | TICKET SALES | 30.00 | 24,335.13 | 32,500.00 | 8,164.8 |
| 02-2313-4-0000-39 | SPONSORSHIP / ADVERTISING FEES | 0.00 | 0.00 | 2,000.00 | 2,000.0 |
| 02-2313-4-0000-77 | CONCESSIONS | 0.00 | 2,727.69 | 3,200.00 | 472.3 |
| TOTAL RECEIPTS | | 10,101.00 | 67,712.49 | 72,700.00 | 4,987.51 |
| SALARIES & WAGES | | | | | |
| 02-2313-5-0000-10 | SALARIES & WAGES | 37.50 | 21,116.78 | 24,000.00 | 2,883.2 |
| TOTAL SALARIES & WAGES | | 37.50 | 21,116.78 | 24,000.00 | 2,883.22 |
| CONTRACTUAL SERVICES | | | | | |
| 02-2313-6-0000-05 | WATER & SEWER | 0.00 | 0.00 | 0.00 | 0.0 |
| 02-2313-6-0000-06 | NATURAL GAS | 107.33 | 380.02 | 700.00 | 319.9 |
| 02-2313-6-0000-07 | ELECTRIC | 71.66 | 970.03 | 1,500.00 | 529.9 |
| 02-2313-6-0000-09 | ADVERTISING & PRINTING | 0.00 | 0.00 | 800.00 | 800.0 |
| 02-2313-6-0000-11 | PROFESSIONAL SERVICES | 809.95 | 5,293.40 | 9,000.00 | 3,706.6 |
| 02-2313-6-0000-12 | RENTAL FEES | 1,997.00 | 19,970.00 | 22,000.00 | 2,030.0 |
| TOTAL CONTRACTUAL SERVICES | | 2,985.94 | 26,613.45 | 34,000.00 | 7,386.55 |
| COMMODITIES | | | | | |
| 02-2313-7-0000-01 | OFFICE SUPPLIES | 0.00 | 0.00 | 100.00 | 100.0 |
| 02-2313-7-0000-18 | CLOTHING | 0.00 | 0.00 | 150.00 | 150.0 |
| 02-2313-7-0000-25 | PROGRAM OPERATING SUPPLIES | 131.19 | 7,453.20 | 6,500.00 | (953.2 |
| 02-2313-7-0000-28 | CONCESSION SUPPLIES | 110.40 | 1,465.85 | 1,400.00 | (65.8 |
| TOTAL COMMODITIES | | 241.59 | 8,919.05 | 8,150.00 | (769.05 |
| MAINTENANCE / CAPITAL | | | | | |
| 02-2313-8-0000-23 | EQUIPMENT | 0.00 | 0.00 | 0.00 | 0.0 |
| TOTAL MAINTENANCE / CAPITAL | | 0.00 | 0.00 | 0.00 | 0.00 |
| EXPENSES | | | | | |
| DEPT. SUMMARY: | | | | | |
| TOTAL REVENUE | | 10,101.00 | 67,712.49 | 72,700.00 | 4,987.51 |
| TOTAL EXPENSE | | 3,265.03 | 56,649.28 | 66,150.00 | 9,500.72 |
| NET SURPLUS(DEFICIT) | | 6,835.97 | 11,063.21 | 6,550.00 | (4,513.21 |

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GENEVA PARK DISTRICT
DETAILED REVENUE & EXPENSE REPORT
MONTH ACTUAL W/FYTD AND FY BUDGET W/VARIANCE

PAGE: 2
F-YR: 19

FUND: RECREATION
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|------------------------|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| TOTAL FUND REVENUES | | 10,101.00 | 67,712.49 | 72,700.00 | 4,987.51 |
| TOTAL FUND EXPENSES | | 3,265.03 | 56,649.28 | 66,150.00 | 9,500.72 |
| FUND SURPLUS (DEFICIT) | | 6,835.97 | 11,063.21 | 6,550.00 | (4,513.21) |

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GENEVA PARK DISTRICT
SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 1
F-YR: 19

FUND: CORPORATE
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|--------------------------------------|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| PARKS ADMINISTRATION | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 23,593 | 3,955,029 | 3,857,000 | (98,029) |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 108,275 | 1,193,483 | 1,495,000 | 301,516 |
| CONTRACTUAL SERVICES | | 35,342 | 307,948 | 537,800 | 229,851 |
| COMMODITIES | | 5,213 | 69,898 | 111,750 | 41,851 |
| MAINTENANCE / CAPITAL INVEST. | | 11,204 | 1,566,854 | 1,712,450 | 145,595 |
| TOTAL EXPENSES: PARKS ADMINISTRATION | | 160,036 | 3,138,185 | 3,857,000 | 718,814 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | (136,442) | 816,843 | 0 | (816,843) |
| ----- | | | | | |
| TOTAL FUND REVENUES | | 23,593 | 3,955,029 | 3,857,000 | (98,029) |
| TOTAL FUND EXPENSES | | 160,036 | 3,138,185 | 3,857,000 | 718,814 |
| SURPLUS (DEFICIT) | | (136,442) | 816,843 | 0 | (816,843) |

FUND: RECREATION

| | | | | | |
|---|--|-----------|-----------|-----------|-----------|
| ADMINISTRATIVE/OPERATIONS | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 8,868 | 1,633,546 | 1,558,000 | (75,546) |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 58,677 | 564,499 | 773,000 | 208,500 |
| CONTRACTUAL SERVICES | | 47,451 | 423,988 | 670,300 | 246,311 |
| COMMODITIES | | 1,463 | 15,834 | 22,500 | 6,665 |
| MAINTENANCE / CAPITAL INVEST. | | 3,801 | 865,138 | 936,098 | 70,959 |
| TOTAL EXPENSES: ADMINISTRATIVE/OPERATIONS | | 111,393 | 1,869,460 | 2,401,898 | 532,437 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | (102,524) | (235,914) | (843,898) | (607,983) |
| ----- | | | | | |
| COMMUNITY CENTER RENTALS | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 1,870 | 6,841 | 9,000 | 2,158 |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 0 | 665 | 1,500 | 834 |
| CONTRACTUAL SERVICES | | 0 | 0 | 0 | 0 |
| TOTAL EXPENSES: COMMUNITY CENTER RENTALS | | 0 | 665 | 1,500 | 834 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | 1,870 | 6,175 | 7,500 | 1,324 |
| ----- | | | | | |
| GENERAL RECREATION | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 21,401 | 223,320 | 316,700 | 93,379 |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 3,230 | 75,927 | 120,700 | 44,772 |

FUND: RECREATION
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-------------------------------------|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| GENERAL RECREATION | | | | | |
| CONTRACTUAL SERVICES | | 3,696 | 43,472 | 61,700 | 18,227 |
| COMMODITIES | | 1,187 | 12,087 | 13,125 | 1,037 |
| MAINTENANCE / CAPITAL INVEST. | | 0 | 0 | 0 | 0 |
| TOTAL EXPENSES: GENERAL RECREATION | | 8,114 | 131,487 | 195,525 | 64,037 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | 13,287 | 91,833 | 121,175 | 29,341 |
| | | | | | |
| PRESCHOOL | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 40,088 | 250,201 | 339,000 | 88,798 |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 19,300 | 189,291 | 270,000 | 80,708 |
| CONTRACTUAL SERVICES | | 1,291 | 13,492 | 28,750 | 15,257 |
| COMMODITIES | | 150 | 6,113 | 7,300 | 1,186 |
| MAINTENANCE / CAPITAL INVEST. | | 0 | 246 | 700 | 453 |
| TOTAL EXPENSES: PRESCHOOL | | 20,743 | 209,144 | 306,750 | 97,605 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | 19,345 | 41,056 | 32,250 | (8,806) |
| | | | | | |
| ACTIVE OLDER ADULTS | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 1,207 | 15,365 | 18,750 | 3,384 |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 360 | 5,010 | 6,300 | 1,290 |
| CONTRACTUAL SERVICES | | 1,624 | 8,426 | 7,100 | (1,326) |
| COMMODITIES | | 0 | 389 | 800 | 410 |
| TOTAL EXPENSES: ACTIVE OLDER ADULTS | | 1,984 | 13,825 | 14,200 | 374 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | (777) | 1,539 | 4,550 | 3,010 |
| | | | | | |
| DANCE | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 16,219 | 111,280 | 115,800 | 4,519 |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 1,550 | 21,471 | 31,700 | 10,228 |
| CONTRACTUAL SERVICES | | 6,592 | 7,856 | 5,600 | (2,256) |
| COMMODITIES | | 926 | 14,104 | 20,500 | 6,395 |
| TOTAL EXPENSES: DANCE | | 9,069 | 43,432 | 57,800 | 14,367 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | 7,150 | 67,848 | 58,000 | (9,848) |
| | | | | | |
| CAMPS | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 0 | 348,722 | 344,000 | (4,722) |
| EXPENSES | | | | | |

FUND: RECREATION
 FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-------------------|------------------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| CAMPS | | | | | |
| | SALARIES / WAGES | 925 | 172,386 | 196,000 | 23,613 |
| | CONTRACTUAL SERVICES | 0 | 38,754 | 58,900 | 20,145 |
| | COMMODITIES | 0 | 10,261 | 12,850 | 2,588 |
| | TOTAL EXPENSES: CAMPS | 925 | 221,402 | 267,750 | 46,347 |
| | NET SURPLUS(DEFICIT) | (925) | 127,319 | 76,250 | (51,069) |
| ----- | | | | | |
| CONTRACTED | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 2,420 | 12,267 | 13,200 | 932 |
| | EXPENSES | | | | |
| | CONTRACTUAL SERVICES | 0 | 1,617 | 9,200 | 7,583 |
| | NET SURPLUS(DEFICIT) | 2,420 | 10,650 | 4,000 | (6,650) |
| ----- | | | | | |
| CO-OPS | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 210 | 518 | 5,000 | 4,482 |
| | RECEIPTS | 210 | 518 | 5,000 | 4,482 |
| | EXPENSES | | | | |
| | CONTRACTUAL SERVICES | 514 | 1,297 | 4,400 | 3,102 |
| | TOTAL EXPENSES: CO-OPS | 514 | 1,297 | 4,400 | 3,102 |
| | NET SURPLUS(DEFICIT) | (304) | (779) | 600 | 1,379 |
| ----- | | | | | |
| SPECIAL EVENTS | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 10,532 | 54,176 | 72,450 | 18,273 |
| | RECEIPTS | 10,532 | 54,176 | 72,450 | 18,273 |
| | EXPENSES | | | | |
| | SALARIES / WAGES | 0 | 360 | 1,950 | 1,590 |
| | CONTRACTUAL SERVICES | 3,155 | 15,731 | 17,300 | 1,568 |
| | COMMODITIES | 1,570 | 16,315 | 31,100 | 14,784 |
| | --- UNDEFINED CODE --- | 0 | 0 | 1,200 | 0 |
| | NET SURPLUS(DEFICIT) | 5,807 | 21,769 | 20,900 | (869) |
| ----- | | | | | |
| TENNIS | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 0 | 13,657 | 16,000 | 2,343 |
| | RECEIPTS | 0 | 13,657 | 16,000 | 2,343 |
| | EXPENSES | | | | |

FUND: RECREATION
 FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|---------------------|-------------------------------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| TENNIS | | | | | |
| | SALARIES / WAGES | 0 | 0 | 0 | 0 |
| | CONTRACTUAL SERVICES | 0 | 9,217 | 11,000 | 1,782 |
| | TOTAL EXPENSES: TENNIS | 0 | 9,217 | 11,000 | 1,782 |
| | | ----- | | | |
| | NET SURPLUS(DEFICIT) | 0 | 4,439 | 5,000 | 560 |
| GYMNASTICS/TUMBLING | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 13,716 | 119,099 | 164,500 | 45,400 |
| | RECEIPTS | 13,716 | 119,099 | 164,500 | 45,400 |
| | EXPENSES | | | | |
| | SALARIES / WAGES | 4,311 | 77,549 | 102,315 | 24,765 |
| | CONTRACTUAL SERVICES | 577 | 5,867 | 12,400 | 6,532 |
| | COMMODITIES | 73 | 3,469 | 4,050 | 580 |
| | MAINTENANCE / CAPITAL INVEST. | 0 | 0 | 1,000 | 0 |
| | TOTAL EXPENSES: GYMNASTICS/TUMBLING | 4,962 | 86,886 | 119,765 | 32,878 |
| | | ----- | | | |
| | NET SURPLUS(DEFICIT) | 8,753 | 32,213 | 44,735 | 12,521 |
| BASEBALL & SOFTBALL | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 1,350 | 58,328 | 61,500 | 3,171 |
| | RECEIPTS | 1,350 | 58,328 | 61,500 | 3,171 |
| | EXPENSES | | | | |
| | SALARIES / WAGES | 0 | 3,067 | 3,500 | 433 |
| | CONTRACTUAL SERVICES | 64 | 9,565 | 10,400 | 834 |
| | COMMODITIES | 0 | 9,324 | 10,600 | 1,275 |
| | EQUIPMENT REPAIR | 0 | 0 | 0 | 0 |
| | TOTAL EXPENSES: BASEBALL & SOFTBALL | 64 | 21,957 | 24,500 | 2,542 |
| | | ----- | | | |
| | NET SURPLUS(DEFICIT) | 1,285 | 36,370 | 37,000 | 629 |
| GENERAL ATHLETICS | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 23,615 | 338,559 | 378,700 | 40,140 |
| | RECEIPTS | 23,615 | 338,559 | 378,700 | 40,140 |
| | EXPENSES | | | | |
| | SALARIES / WAGES | 7,754 | 22,528 | 51,025 | 28,496 |
| | CONTRACTUAL SERVICES | 37,928 | 140,492 | 188,850 | 48,357 |

FUND: RECREATION
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-----------------------------------|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| GENERAL ATHLETICS | | | | | |
| COMMODITIES | | 3,188 | 4,016 | 7,200 | 3,183 |
| TOTAL EXPENSES: GENERAL ATHLETICS | | 48,871 | 167,037 | 247,075 | 80,037 |
| NET SURPLUS(DEFICIT) | | (25,256) | 171,521 | 131,625 | (39,896) |
| ----- | | | | | |
| ICE RINKS | | | | | |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 0 | 0 | 1,000 | 0 |
| COMMODITIES | | 0 | 0 | 0 | 0 |
| TOTAL EXPENSES: ICE RINKS | | 0 | 0 | 1,000 | 0 |
| NET SURPLUS(DEFICIT) | | 0 | 0 | (1,000) | 0 |
| ----- | | | | | |
| GYMNASIUMS | | | | | |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 1,052 | 9,800 | 19,900 | 10,099 |
| CONTRACTUAL SERVICES | | 0 | 0 | 21,500 | 0 |
| TOTAL EXPENSES: GYMNASIUMS | | 1,052 | 9,800 | 41,400 | 31,599 |
| NET SURPLUS(DEFICIT) | | (1,052) | (9,800) | (41,400) | (31,599) |
| ----- | | | | | |
| FITNESS CENTER | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 24,581 | 149,754 | 199,025 | 49,270 |
| RECEIPTS | | 24,581 | 149,754 | 199,025 | 49,270 |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 6,488 | 71,467 | 71,800 | 332 |
| CONTRACTUAL SERVICES | | 2,685 | 25,841 | 39,502 | 13,660 |
| COMMODITIES | | 1,157 | 6,982 | 12,060 | 5,077 |
| MAINTENANCE / CAPITAL INVEST. | | 1,408 | 4,974 | 10,000 | 5,025 |
| TOTAL EXPENSES: FITNESS CENTER | | 11,740 | 109,266 | 133,362 | 24,095 |
| NET SURPLUS(DEFICIT) | | 12,841 | 40,487 | 65,663 | 25,175 |
| ----- | | | | | |
| POOL | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 0 | 611,820 | 570,400 | (41,420) |
| RECEIPTS | | 0 | 611,820 | 570,400 | (41,420) |
| EXPENSES | | | | | |
| SALARIES / WAGES | | 0 | 339,069 | 354,650 | 15,581 |
| CONTRACTUAL SERVICES | | 3,742 | 96,866 | 114,400 | 17,533 |

FUND: RECREATION
 FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-----------------------|---------------------------------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| POOL | | | | | |
| | COMMODITIES | 0 | 77,036 | 64,500 | (12,536) |
| | MAINTENANCE / CAPITAL INVEST. | 220 | 11,426 | 10,350 | (1,076) |
| | TOTAL EXPENSES: POOL | 3,962 | 524,398 | 543,900 | 19,501 |
| | NET SURPLUS(DEFICIT) | (3,962) | 87,422 | 26,500 | (60,922) |
| ----- | | | | | |
| MINI GOLF | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 0 | 87,494 | 96,500 | 9,005 |
| | RECEIPTS | 0 | 87,494 | 96,500 | 9,005 |
| | EXPENSES | | | | |
| | SALARIES / WAGES | 0 | 23,055 | 25,350 | 2,294 |
| | CONTRACTUAL SERVICES | 330 | 2,947 | 4,150 | 1,202 |
| | COMMODITIES | 0 | 8,344 | 7,000 | (1,344) |
| | MAINTENANCE / CAPITAL INVEST. | 0 | 188 | 300 | 111 |
| | TOTAL EXPENSES: MINI GOLF | 330 | 34,535 | 36,800 | 2,264 |
| | NET SURPLUS(DEFICIT) | (330) | 52,958 | 59,700 | 6,741 |
| ----- | | | | | |
| AFTER SCHOOL PROGRAMS | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 99,008 | 709,971 | 802,500 | 92,528 |
| | RECEIPTS | 99,008 | 709,971 | 802,500 | 92,528 |
| | EXPENSES | | | | |
| | SALARIES/WAGES | 25,129 | 259,049 | 373,000 | 113,950 |
| | CONTRACTUAL SERVICES | 8,141 | 83,112 | 318,000 | 234,887 |
| | COMMODITIES | 2,417 | 24,717 | 40,000 | 15,282 |
| | MAINTENANCE/CAPITAL INVESTMTS | 0 | 6,009 | 9,400 | 3,390 |
| | TOTAL EXPENSES: AFTER SCHOOL PROGRAMS | 35,687 | 372,888 | 740,400 | 367,511 |
| | NET SURPLUS(DEFICIT) | 63,321 | 337,083 | 62,100 | (274,983) |
| ----- | | | | | |
| UNDEFINED GROUP | | | | | |
| | REVENUES | | | | |
| | RECEIPTS | 80,826 | 492,675 | 654,300 | 161,624 |
| | RECEIPTS | 80,826 | 492,675 | 654,300 | 161,624 |
| | EXPENSES | | | | |
| | SALARIES/ WAGES | 22,599 | 232,255 | 322,300 | 90,044 |
| | CONTRACTUAL SERVICES | 10,846 | 112,434 | 163,000 | 50,565 |

FUND: RECREATION
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|---------------------------------|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| UNDEFINED GROUP | | | | | |
| COMMODITIES | | 1,946 | 19,033 | 25,750 | 6,716 |
| MAINTENANCE/ CAPITAL INVEST. | | 1,968 | 9,068 | 14,500 | 5,431 |
| TOTAL EXPENSES: UNDEFINED GROUP | | 37,360 | 372,792 | 525,550 | 152,757 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | 43,465 | 119,882 | 128,750 | 8,867 |
| ----- | | | | | |
| TOTAL FUND REVENUES | | 345,914 | 5,237,599 | 5,735,325 | 497,725 |
| TOTAL FUND EXPENSES | | 301,503 | 4,233,519 | 5,735,325 | 1,501,805 |
| SURPLUS (DEFICIT) | | 44,411 | 1,004,080 | 0 | (1,004,080) |

FUND: LIABILITY INSURANCE

| | | | | | |
|-------------------------------------|--|----------|---------|---------|----------|
| LIABILITY INSURANCE | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 2,151 | 154,308 | 178,000 | 23,691 |
| RECEIPTS | | 2,151 | 154,308 | 178,000 | 23,691 |
| | | | | | |
| EXPENSES | | | | | |
| SPECIAL FUND EXPENSE | | 39,768 | 119,305 | 178,000 | 58,694 |
| TOTAL EXPENSES: LIABILITY INSURANCE | | 39,768 | 119,305 | 178,000 | 58,694 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | (37,617) | 35,003 | 0 | (35,003) |
| ----- | | | | | |
| TOTAL FUND REVENUES | | 2,151 | 154,308 | 178,000 | 23,691 |
| TOTAL FUND EXPENSES | | 39,768 | 119,305 | 178,000 | 58,694 |
| SURPLUS (DEFICIT) | | (37,617) | 35,003 | 0 | (35,003) |

FUND: IMRF

| | | | | | |
|----------------------|--|----------|---------|---------|----------|
| IMRF | | | | | |
| REVENUES | | | | | |
| RECEIPTS | | 2,330 | 268,644 | 305,000 | 36,355 |
| RECEIPTS | | 2,330 | 268,644 | 305,000 | 36,355 |
| | | | | | |
| EXPENSES | | | | | |
| SPECIAL FUND EXPENSE | | 16,199 | 217,661 | 305,000 | 87,338 |
| TOTAL EXPENSES: IMRF | | 16,199 | 217,661 | 305,000 | 87,338 |
| ----- | | | | | |
| NET SURPLUS(DEFICIT) | | (13,869) | 50,982 | 0 | (50,982) |
| ----- | | | | | |
| TOTAL FUND REVENUES | | 2,330 | 268,644 | 305,000 | 36,355 |
| TOTAL FUND EXPENSES | | 16,199 | 217,661 | 305,000 | 87,338 |
| SURPLUS (DEFICIT) | | (13,869) | 50,982 | 0 | (50,982) |

FUND: IMRF
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-----------------------|----------------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| FUND: AUDIT | | | | | |
| AUDIT | | | | | |
| REVENUES | | | | | |
| | RECEIPTS | 472 | 10,563 | 13,100 | 2,536 |
| | RECEIPTS | 472 | 10,563 | 13,100 | 2,536 |
| EXPENSES | | | | | |
| | SPECIAL FUND EXPENSE | 0 | 13,100 | 13,100 | 0 |
| TOTAL EXPENSES: AUDIT | | 0 | 13,100 | 13,100 | 0 |
| NET SURPLUS(DEFICIT) | | 472 | (2,536) | 0 | 2,536 |
| TOTAL FUND REVENUES | | 472 | 10,563 | 13,100 | 2,536 |
| TOTAL FUND EXPENSES | | 0 | 13,100 | 13,100 | 0 |
| SURPLUS (DEFICIT) | | 472 | (2,536) | 0 | 2,536 |

FUND: SOCIAL SECURITY

| | | | | | |
|---------------------------------|----------------------|----------|---------|---------|---------|
| SOCIAL SECURITY | | | | | |
| REVENUES | | | | | |
| | RECEIPTS | 2,256 | 253,773 | 325,000 | 71,226 |
| | RECEIPTS | 2,256 | 253,773 | 325,000 | 71,226 |
| EXPENSES | | | | | |
| | SPECIAL FUND EXPENSE | 20,256 | 251,720 | 325,000 | 73,279 |
| TOTAL EXPENSES: SOCIAL SECURITY | | 20,256 | 251,720 | 325,000 | 73,279 |
| NET SURPLUS(DEFICIT) | | (18,000) | 2,052 | 0 | (2,052) |
| TOTAL FUND REVENUES | | 2,256 | 253,773 | 325,000 | 71,226 |
| TOTAL FUND EXPENSES | | 20,256 | 251,720 | 325,000 | 73,279 |
| SURPLUS (DEFICIT) | | (18,000) | 2,052 | 0 | (2,052) |

FUND: SPECIAL RECREATION

| | | | | | |
|--------------------|----------|---|---------|---------|---------|
| SPECIAL RECREATION | | | | | |
| REVENUES | | | | | |
| | RECEIPTS | 0 | 569,351 | 560,000 | (9,351) |
| | RECEIPTS | 0 | 569,351 | 560,000 | (9,351) |

FUND: SPECIAL RECREATION
 FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|--------------------|------------------------------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |
| SPECIAL RECREATION | | | | | |
| EXPENSES | | | | | |
| | CONTRACTUAL SERVICES | 1,470 | 33,087 | 55,000 | 21,912 |
| | CAPITAL IMPROVEMENTS | 0 | 5,456 | 248,661 | 243,205 |
| | SPECIAL FUND EXPENSE | 0 | 256,339 | 256,339 | 0 |
| | TOTAL EXPENSES: SPECIAL RECREATION | 1,470 | 294,882 | 560,000 | 265,117 |
| ----- | | | | | |
| | NET SURPLUS(DEFICIT) | (1,470) | 274,468 | 0 | (274,468) |
| ----- | | | | | |
| | TOTAL FUND REVENUES | 0 | 569,351 | 560,000 | (9,351) |
| | TOTAL FUND EXPENSES | 1,470 | 294,882 | 560,000 | 265,117 |
| | SURPLUS (DEFICIT) | (1,470) | 274,468 | 0 | (274,468) |

FUND: BOND AND INTEREST FUND

| | | | | | |
|-------------------|-----------------------------------|---|---------|---------|---------|
| BOND AND INTEREST | | | | | |
| REVENUES | | | | | |
| | RECEIPTS | 0 | 811,535 | 804,423 | (7,112) |
| | RECEIPTS | 0 | 811,535 | 804,423 | (7,112) |
| | | | | | |
| EXPENSES | | | | | |
| | CONTRACTUAL SERVICES | 0 | 804,423 | 804,423 | (0) |
| | TOTAL EXPENSES: BOND AND INTEREST | 0 | 804,423 | 804,423 | (0) |
| ----- | | | | | |
| | NET SURPLUS(DEFICIT) | 0 | 7,112 | 0 | (7,112) |
| ----- | | | | | |
| | TOTAL FUND REVENUES | 0 | 811,535 | 804,423 | (7,112) |
| | TOTAL FUND EXPENSES | 0 | 804,423 | 804,423 | (0) |
| | SURPLUS (DEFICIT) | 0 | 7,112 | 0 | (7,112) |

FUND: CONSTRUCTION / CAPITAL IMPROV.

| | | | | | |
|------------------------------|----------------------|--------|---------|-----------|-----------|
| PROJECT REVENUE | | | | | |
| REVENUES | | | | | |
| | PROJECT REVENUE | 23,538 | 194,730 | 2,979,000 | 2,784,269 |
| | PROJECT REVENUE | 23,538 | 194,730 | 2,979,000 | 2,784,269 |
| ----- | | | | | |
| | NET SURPLUS(DEFICIT) | 23,538 | 194,730 | 2,979,000 | 2,784,269 |
| | | | | | |
| PLANNING/CONSTRUCTION/GRANTS | | | | | |
| EXPENSES | | | | | |
| | CONTRACTUAL SERVICES | 8,801 | 141,417 | 147,000 | 5,582 |

FUND: CONSTRUCTION / CAPITAL IMPROV.
 FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|--|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| TOTAL EXPENSES: PLANNING/CONSTRUCTION/GRANTS | | 8,801 | 141,417 | 147,000 | 5,582 |
| NET SURPLUS(DEFICIT) | | (8,801) | (141,417) | (147,000) | (5,582) |
| BUILDINGS & IMPROVEMENTS | | | | | |
| EXPENSES | | | | | |
| CONTRACTUAL SERVICES | | 3,060 | 660,345 | 1,398,700 | 738,354 |
| TOTAL EXPENSES: BUILDINGS & IMPROVEMENTS | | 3,060 | 660,345 | 1,398,700 | 738,354 |
| NET SURPLUS(DEFICIT) | | (3,060) | (660,345) | (1,398,700) | (738,354) |
| PARKS/PLAYGROUNDS IMPRV/ACQ | | | | | |
| EXPENSES | | | | | |
| CONTRACTUAL SERVICES | | 127,561 | 308,308 | 915,650 | 607,341 |
| TOTAL EXPENSES: PARKS/PLAYGROUNDS IMPRV/ACQ | | 127,561 | 308,308 | 915,650 | 607,341 |
| NET SURPLUS(DEFICIT) | | (127,561) | (308,308) | (915,650) | (607,341) |
| LANDSCAPING & GROUNDSKEEPING | | | | | |
| EXPENSES | | | | | |
| CONTRACTUAL SERVICES | | 0 | 19,975 | 50,000 | 30,024 |
| TOTAL EXPENSES: LANDSCAPING & GROUNDSKEEPING | | 0 | 19,975 | 50,000 | 30,024 |
| NET SURPLUS(DEFICIT) | | 0 | (19,975) | (50,000) | (30,024) |
| OPERATING EQUIP. & VEHICLES | | | | | |
| EXPENSES | | | | | |
| CONTRACTUAL SERVICES | | 9,941 | 77,987 | 190,307 | 112,319 |
| TOTAL EXPENSES: OPERATING EQUIP. & VEHICLES | | 9,941 | 77,987 | 190,307 | 112,319 |
| NET SURPLUS(DEFICIT) | | (9,941) | (77,987) | (190,307) | (112,319) |
| RECREATION EQUIP. REPAIRS | | | | | |
| EXPENSES | | | | | |
| CONTRACTUAL SERVICES | | 0 | 0 | 1,000 | 0 |
| TOTAL EXPENSES: RECREATION EQUIP. REPAIRS | | 0 | 0 | 1,000 | 0 |
| NET SURPLUS(DEFICIT) | | 0 | 0 | (1,000) | 0 |
| EMERGENCY REPAIRS/REIMB. | | | | | |
| EXPENSES | | | | | |
| CONTRACTUAL SERVICES | | 0 | 23,475 | 70,841 | 47,365 |
| TOTAL EXPENSES: EMERGENCY REPAIRS/REIMB. | | 0 | 23,475 | 70,841 | 47,365 |
| NET SURPLUS(DEFICIT) | | 0 | (23,475) | (70,841) | (47,365) |
| TOTAL FUND REVENUES | | 23,538 | 194,730 | 2,979,000 | 2,784,269 |
| TOTAL FUND EXPENSES | | 149,364 | 1,231,510 | 2,773,498 | 1,541,987 |
| SURPLUS (DEFICIT) | | (125,826) | (1,036,780) | 205,502 | 1,242,282 |

DATE: 02/12/2019
TIME: 08:40:37
ID: GL480000.CGP

GENEVA PARK DISTRICT
SUMMARIZED REVENUE & EXPENSE REPORT

PAGE: 11
F-YR: 19

FUND: CONSTRUCTION / CAPITAL IMPROV.
FOR 9 PERIODS ENDING JANUARY 31, 2019

| ACCOUNT NUMBER | DESCRIPTION | JANUARY ACTUAL | FISCAL YEAR-TO-DATE ACUAL | FISCAL YEAR BUDGET | \$ REMAINING |
|-------------------|-------------|-------------------|---------------------------------|--------------------------|-----------------|
| ----- | | | | | |

KEVIN
McCANNA
Chairman

DANIEL
FORBES
President

DAVID
PHILLIPS
Executive VP

RAPHALIATA
McKENZIE
Senior VP

MAGGIE
BURGER
Senior VP

ANTHONY
MICELI
Senior VP

LARRY
BURGER
Vice President

MARK
JERETINA
Vice President

February 12, 2019

The Honorable Susan Vander Veen and
Fellow Members of the Board of Park Commissioners
Geneva Park District
710 Western Avenue
Geneva, Illinois 60134

Dear President Vander Veen and Fellow Park Commissioners:

The Geneva Park District Capital Projects Fund will be purchasing the \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019, being sold by the District at an interest rate of 2.885%. This is a fair rate based on similar recent sales.

Upon examination, it is our opinion that the bid is a fair bid, and it is further our opinion that the bid is favorable to the District and should be accepted.

Respectfully submitted,



David F. Phillips
Executive Vice President

DFP/hgs
Enclosures

OFFICIAL BID FORM

Geneva Park District
710 Western Avenue
Geneva, Illinois 60134

February 12, 2019

Board of Park Commissioners:

For the \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019, of the Geneva Park District, Kane County, Illinois, we will pay you \$1,598,775 (no less than \$1,598,775) plus any accrued interest from the dated date of the Bonds to the date of delivery for Bonds bearing interest as follows (each rate a multiple of 1/8 or 1/100 of 1%).

By submitting a bid, any bidder makes the representation that it understands Bond Counsel represents the District in the Bond transaction and, if such bidder has retained Bond Counsel in an unrelated matter, such bidder represents that the signatory to the bid is duly authorized to and does consent to and waive for and on behalf of such bidder any conflict of interest of Bond Counsel arising from any adverse position to the District in this matter; such consent and waiver shall supersede any formalities otherwise required in any separate understandings, guidelines or contractual arrangements between the bidder and Bond Counsel.

MATURITIES – DECEMBER 15

\$785,435..... 2019 2.850%
\$813,340..... 2020 2.900%

The bonds are to be executed and delivered to us in accordance with the terms of this bid accompanied by the approving legal opinion of Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois.

ACCOUNT MANAGER INFORMATION

| | | | |
|--------------------|--|---------------|--------------|
| Bid Submitted By: | Christy Powell | Direct Phone: | 630-262-2219 |
| Name of Purchaser: | Geneva Park District Capital Projects Fund | FAX #: | |
| Street Address: | 710 Western Avenue | State: | Illinois |
| City: | Geneva | Zip Code: | 60134 |
| Email: | cpowell@genevaparks.com | | |

The foregoing bid was accepted and the Bonds sold by ordinance of the Board of Park Commissioners of the District on February 18, 2019.

GENEVA PARK DISTRICT, KANE COUNTY, ILLINOIS

President, Board of Park Commissioners

----- **NOT PART OF THE BID** -----
(Calculation of true interest cost)

| | Bid |
|----------------------------|-----------------|
| Gross Interest | \$59,470.37 |
| Less Premium/Plus Discount | \$0.00 |
| True Interest Cost | \$59,470.37 |
| True Interest Rate | 2.885% |
| TOTAL BOND YEARS | 2,061.273 Years |
| AVERAGE LIFE | 1.289 Years |

GENEVA PARK DISTRICT

Final \$1,598,775 TAXABLE GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2019 CAPITAL PROJECTS - 2 YEARS TO MATURITY

Date of Bonds: 04-Mar-19

| Date | Principal | Final Interest Rate | Interest | Principal and Interest | Levy Year | Final Series 2019 Debt Service | DSEB | (Over)/Under DSEB |
|-----------|-------------|------------------------|-------------|------------------------------|--------------|--------------------------------------|----------------|----------------------|
| 15-Dec-19 | 785,435 | 2.850% | \$35,883.51 | \$821,318.51 | 2018 | 821,318.51 | 821,320.55 | 2.04 |
| 15-Jun-20 | | | 11,793.43 | 11,793.43 | | | | |
| 15-Dec-20 | 813,340 | 2.900% | 11,793.43 | 825,133.43 | 2019 | 836,926.86 | 836,925.64 | (1.22) |
| Total | \$1,598,775 | | \$59,470.37 | \$1,658,245.37 | | \$1,658,245.37 | \$1,658,246.19 | \$0.82 |

Net Interest Rate: 2.885%
Bond Years: 2,061.273
Average Life: 1.289

SPEER FINANCIAL, INC.

Premium
Discount

run date: 12-Feb-19
file name: genevapd 2019 ltd go/2019

GENEVA PARK DISTRICT

COSTS OF ISSUANCE /ALLOCATION OF PROCEEDS

KANE COUNTY, ILLINOIS

TAXABLE GENERAL OBLIGATION LIMITED TAX PARK BONDS, SERIES 2019

ISSUE SIZE: \$1,598,775

Final

| Estimated Cost Items | Service Provider | Series 2019 | Status |
|--------------------------|------------------------|-------------|-----------|
| 1 Financial Advisor | Speer Financial, Inc. | 5,000 | Confirmed |
| 2 Bond Counsel | Miller & Canfield, LLP | 3,500 | Confirmed |
| 3 Term Sheet Preparation | Speer Financial, Inc. | 350 | Confirmed |
| 4 Paying Agent/Registrar | The District | 0 | Confirmed |
| 5 Underwriter Discount | The District | 0 | Confirmed |
| Total Cost of Issuance | | 8,850 | Confirmed |
| Capital Projects | | 1,589,925 | Confirmed |
| Total Proceeds | | 1,598,775 | Confirmed |

Percent of issue assigned to issuance costs: 0.5535%

SPEER FINANCIAL, INC.

run date: 12-Feb-19
file name: genevapd 2019 ltd go/coi

FINAL TERM SHEET DATED FEBRUARY 18, 2019

Geneva Park District, Kane County, Illinois

\$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019

Issuer: Geneva Park District, Kane County, Illinois (the "District").

Issue: \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 (the "Bonds").

Bid(s) Due: February 12, 2019 by 10:15 A.M. C.S.T.

Award Date: February 18, 2019.

Dated/Delivery Date: March 4, 2019.

Method of Sale: Issuer purchase.

Purchaser: Geneva Park District.

Purchasing Fund: The Capital Projects Fund of the Geneva Park District.

Interest Payment Date: The Bonds will pay interest semi-annually on each December 15 and June 15 commencing on December 15, 2019. Interest is calculated on the basis of a 360-day year consisting of twelve 30-day months.

Principal Due: December 15, 2019 and December 15, 2020.

| | | | | | |
|---|--------------------|-------|----------------|-------------|---------------|
| Maturities, Amounts Interest Rates and Yields: | Maturity | | Principal | Interest | |
| | <u>December 15</u> | | <u>Amounts</u> | <u>Rate</u> | <u>Yields</u> |
| | 2019 | | \$785,435 | 2.850% | NRO |
| | 2020 | | \$813,340 | 2.900% | NRO |

Purchase Price: Par.

Good Faith Deposit: A good faith deposit will **NOT** be required.

Bank Qualification: The Bonds will **NOT** be designated as "qualified tax-exempt obligations."

Legal Opinion/Tax Exemption: Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois, Bond Counsel, ("Bond Counsel") will provide an opinion as to the validity and lack of federal tax exemption of the interest on the Bonds. Interest on the Bonds is **not** exempt from present State of Illinois income taxes.

Registrar/Paying Agent: Treasurer of the Board of Park Commissioners (the "Board") of the District.

Registered: The Bonds will be registered in the name of Geneva Park District, Kane County, Illinois, Capital Projects Fund.

Authorization: The Bonds are being issued pursuant to the Park District Code of the State of Illinois and the Local Government Debt Reform Act of the State of Illinois (the "Act"), each as supplemented and amended, and an ordinance to be adopted by the Board of Park Commissioners of the District on the Award Date.

FINAL TERM SHEET DATED FEBRUARY 18, 2019

Geneva Park District, Kane County, Illinois **\$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019**

Purpose: Proceeds of the Bonds will be used to fund various District capital projects and to pay the costs of issuance of the Bonds.

Security: In the opinion of Bond Counsel, the Bonds are valid and legally binding upon the District and are payable from any funds of the District legally available for such purpose, and all taxable property in the District is subject to the levy of taxes to pay the same without limitation as to rate, except that the rights of the owners of the Bonds and the enforceability of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights and by equitable principles, whether considered at law or in equity, including the exercise of judicial discretion. The amount of said taxes that may be extended to pay the Bonds is, however, limited as provided by the Property Tax Extension Limitation Law of the State of Illinois, as amended (the "Tax Extension Limitation Law").

The Debt Reform Act provides that the Bonds are payable from the debt service extension base of the District (the "Base"), which is an amount equal to that portion of the extension for the District for the 1994 levy year constituting an extension for payment of principal and interest on bonds issued by the District without referendum, but not including alternate bonds issued under Section 15 of the Debt Reform Act or refunding obligations issued to refund or to continue to refund obligations of the District initially issued pursuant to referendum, increased each year, commencing with the 2009 levy year, by the lesser of 5% or the percentage increase in the Consumer Price Index (as defined in the Tax Extension Limitation Law) during the 12-month calendar year preceding the levy year. The amount of the Base for the 2018 levy year was \$821,320.55 and the amount of the Base for the 2019 levy year is \$836,925.64. The Tax Extension Limitation Law further provides that the annual amount of taxes to be extended to pay the Bonds and all other limited bonds hereafter issued by the District shall not exceed the Base.

The Bonds will constitute the only series of limited bonds of the District payable from the Base. The District is authorized to issue from time to time additional limited bonds payable from the Base, as permitted by law, and to determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

**Illinois Property Tax
Extension Limitation Law:**

The District, as a non-home rule unit of local government located in Kane County, Illinois, became subject to the Tax Extension Limitation Law in 1994 pursuant to a legislative action by the General Assembly. The effect of the Tax Extension Limitation Law is to limit the amount of property taxes that can be extended for a taxing body. In addition, general obligation bonds, notes and installment contracts payable from ad valorem taxes unlimited as to rate and amount cannot be issued by the affected taxing bodies unless the obligations first are approved at a direct referendum, are alternate bonds or are for certain refunding purposes.

Public Act 89-385, effective August 18, 1995, permits local governments, including the District, to issue limited tax bonds in lieu of general obligation bonds that have otherwise been authorized by applicable law.

FINAL TERM SHEET DATED FEBRUARY 18, 2019

**Geneva Park District, Kane County, Illinois
\$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019**

| | |
|-------------------------------------|---|
| Optional Redemption: | The Bonds are not subject to redemption prior to maturity. |
| Credit Rating: | A credit rating will not be requested for the Bonds. |
| Secondary Market Disclosure: | This Bond issue is not subject to the continuing disclosure provisions of Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934. |

President, Board of Park Commissioner

MINUTES of a regular public meeting of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, held at 710 Western Avenue, Geneva, Illinois 60134 in said Park District at 7:00 o'clock P.M., on the 18th day of February, 2019.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, _____, the President, and the following Park Commissioners answered present: _____

The following Park Commissioners were absent from the meeting:

The President then announced that the District had funds lawfully available to pay principal of or interest on the District's \$6,440,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010, dated July 1, 2010 (the "**Bonds**") in a sum equal to the annual levy of certain ad valorem property taxes pledged to the payment of the Bonds coming due and that the District shall direct the deposit of such funds into the Bond Fund (as defined in the ordinance of the District authorizing the Bonds) for payment of principal of and interest on the Bonds.

Park Commissioner _____ presented and the Secretary read in full an ordinance as follows:

ORDINANCE NUMBER 2019-02

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 of the Geneva Park District, Kane County, Illinois.

* * *

WHEREAS, the Board of Park Commissioners (the “**Board**”) of the Geneva Park District, Kane County, Illinois (the “**District**”), by an ordinance adopted on the 17th day of May, 2010 (the “**Ordinance**”), did provide for the issue of the Bonds of the District and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, on the 17th day of June, 2010, a duly certified copy of the Ordinance and on June 19, 2010 a duly certified copy of the Bond Order (the “**Bond Order**”) executed by the authorized officials of the District in conformity with the provisions of the Ordinance were filed in the office of the County Clerk of The County of Kane, Illinois (the “**County Clerk**”); and

WHEREAS, the District has covenanted not to abate the 2010 Pledged Taxes from the Pledged Revenues until in any year that the Pledged Revenues (as defined in the Ordinance) are available, or are expected to be available, to pay any principal or interest on the Bonds when due; and

WHEREAS, if the conditions of the previous preamble are met, the Board or the officers of the District acting with proper authority, shall direct the deposit of such funds into the Bond Fund and, in and by such proceeding or action, shall direct the abatement of the 2018 Pledged Taxes by such amount, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, as follows:

Section 1. The Pledged Taxes heretofore levied in Ordinance No. 2010-7, as reduced by the Bond Order, for 2018 for the Bonds shall be abated as follows:

| <u>Year</u> | <u>Amount Levied</u> | <u>Amount to be Abated</u> | <u>Remainder of Tax to be Extended</u> |
|-------------|----------------------|----------------------------|--|
| 2018 | \$798,250.00 | \$798,250.00 | \$0.00 |

Section 2. Forthwith upon the adoption of this ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk for the year 2018, to abate the taxes heretofore levied in and for the year 2018 for the Bonds and as shown hereinabove in Section 1.

Section 3. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted February 18, 2019.

President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

[SEAL]

After a full discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as read be adopted.

The President directed the Secretary to call the roll for a vote upon the motion to adopt said ordinance.

Upon roll call, the following Park Commissioners voted **AYE**:

(List Names) _____

The following Park Commissioners voted **NAY**:

(List Names) _____

Whereupon the President declared the motion carried and said ordinance adopted and in open meeting did approve and sign said ordinance and did direct the Secretary to record the same in full in the records of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and adopted, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, and that as such official I am the keeper of the records and files of said Board of Park Commissioners of said Park District.

I do further certify that the foregoing constitutes a full, true and complete transcript of that portion of the minutes of the meeting of said Board of Park Commissioners of said Park District held on the 18th day of February, 2019, insofar as the same relates to the adoption of an ordinance entitled:

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 of the Geneva Park District, Kane County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of said Board of Park Commissioners on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice, that an agenda for said meeting was posted at the principal office of the said Board of Parks Commissioners at least forty-eight (48) hours in advance of the holding of such meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of The Park District Code of the State of Illinois, and that said Board of Park Commissioners have complied with all of the provisions of said Act and said Code and with all of the procedural rules of said Board of Park Commissioners.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District, this 18th day of February, 2019.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such official I do further certify that on the _____ day of _____, 2019, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 of the Geneva Park District, Kane County, Illinois.

duly adopted by the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, on the 18th day of February, 2019, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of _____, 2019.

County Clerk of the County of Kane, Illinois

(SEAL)

20,867,192.1\135452-00001

MINUTES of a regular public meeting of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, held at 710 Western Avenue, Geneva, Illinois 60134 in said Park District at 7:00 o'clock P.M., on the 18th day of February, 2019.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, _____, the President, and the following Park Commissioners answered present: _____

The following Park Commissioners were absent from the meeting:

The President then announced that the District had funds lawfully available to pay principal of or interest on the District's \$7,835,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014, dated June 25, 2014 (the "**Bonds**") in a sum equal to the annual levy of certain ad valorem property taxes pledged to the payment of the Bonds coming due and that the District shall direct the deposit of such funds into the Bond Fund (as defined in the ordinance of the District authorizing the Bonds) for payment of principal of and interest on the Bonds.

Park Commissioner _____ presented and the Secretary read in full an ordinance as follows:

ORDINANCE NUMBER 2019-03

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 of the Geneva Park District, Kane County, Illinois.

* * *

WHEREAS, the Board of Park Commissioners (the “**Board**”) of the Geneva Park District, Kane County, Illinois (the “**District**”), by an ordinance adopted on the 15th day of July, 2013 (the “**Ordinance**”), did provide for the issue of the Bonds of the District and the levy of a direct annual tax sufficient to pay principal and interest on the Bonds; and

WHEREAS, on the 20th day of June, 2014, a duly certified copy of the Ordinance and on June 20, 2014 a duly certified copy of the Bond Order (the “**Bond Order**”) executed by the authorized officials of the District in conformity with the provisions of the Ordinance were filed in the office of the County Clerk of The County of Kane, Illinois (the “**County Clerk**”); and

WHEREAS, the District has covenanted not to abate the 2013 Pledged Taxes from the Pledged Revenues until in any year that the Pledged Revenues (as defined in the Ordinance) are available, or are expected to be available, to pay any principal or interest on the Bonds when due; and

WHEREAS, if the conditions of the previous preamble are met, the Board or the officers of the District acting with proper authority, shall direct the deposit of such funds into the Bond Fund and, in and by such proceeding or action, shall direct the abatement of the 2013 Pledged Taxes by such amount, and proper notification of such abatement shall be filed with the County Clerk in a timely manner to effect such abatement.

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, as follows:

Section 1. The Pledged Taxes heretofore levied in Ordinance No. 2013-6, as reduced by the Bond Order, for 2014 for the Bonds shall be abated as follows:

| <u>Year</u> | <u>Amount Levied</u> | <u>Amount to be Abated</u> | <u>Remainder of Tax to be Extended</u> |
|-------------|----------------------|----------------------------|--|
| 2018 | \$529,265.00 | \$529,265.00 | \$0.00 |

Section 2. Forthwith upon the adoption of this ordinance, the Secretary of the Board shall file a certified copy hereof with the County Clerk, and it shall be the duty of the County Clerk for the year 2018, to abate the taxes heretofore levied in and for the year 2018 for the Bonds and as shown hereinabove in Section 1.

Section 3. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted February 18, 2019.

President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

[SEAL]

After a full discussion thereof, including a public recital of the nature of the matter being considered and such other information as would inform the public of the business being conducted, Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as read be adopted.

The President directed the Secretary to call the roll for a vote upon the motion to adopt said ordinance.

Upon roll call, the following Park Commissioners voted **AYE**:

(List Names) _____

The following Park Commissioners voted **NAY**:

(List Names) _____

Whereupon the President declared the motion carried and said ordinance adopted and in open meeting did approve and sign said ordinance and did direct the Secretary to record the same in full in the records of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and adopted, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, and that as such official I am the keeper of the records and files of said Board of Park Commissioners of said Park District.

I do further certify that the foregoing constitutes a full, true and complete transcript of that portion of the minutes of the meeting of said Board of Park Commissioners of said Park District held on the 18th day of February, 2019, insofar as the same relates to the adoption of an ordinance entitled:

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 of the Geneva Park District, Kane County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of said Board of Park Commissioners on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all newspapers, radio or television stations and other news media requesting such notice, that an agenda for said meeting was posted at the principal office of the said Board of Parks Commissioners at least forty-eight (48) hours in advance of the holding of such meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of The Park District Code of the State of Illinois, and that said Board of Park Commissioners have complied with all of the provisions of said Act and said Code and with all of the procedural rules of said Board of Park Commissioners.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said Park District, this 18th day of February, 2019.

Secretary, Board of Park Commissioners

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such official I do further certify that on the _____ day of February, 2019, there was filed in my office a duly certified copy of an ordinance entitled:

ORDINANCE abating a portion of taxes heretofore levied to pay principal of and interest on certain General Obligation Refunding Bonds (Alternate Revenue Source), Series 2014 of the Geneva Park District, Kane County, Illinois.

duly adopted by the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, on the 18th day of February, 2019, and that the same has been deposited in the official files and records of my office.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this _____ day of February, 2019.

County Clerk of The County of Kane, Illinois

(SEAL)

23818332.1\135452-00008

Memo

To: GPD Board of Commissioners, Sheavoun Lambillotte,
From: Jerry Culp
CC: Christy Powell
Date: 2/14/2019
Re: Clover Hills Park Playground Replacement Project.

Purpose:

The Purpose of this memorandum is to provide The Board of Commissioners with information to consider the approval of the Bid for the playground at Clover Hills Park.

Background

The Geneva Park District Master Plan recommends that playground equipment be replaced every 12-15 years. As part of the 2018 Master Plan update, Dryden, Clover Hills and Bricher Park playgrounds are scheduled for replacement in 2019-20 fiscal year. Staff evaluated each playground and found that Dryden and Bricher Playgrounds are in good shape and meet all current CPSC and ASTM standards. However Clover Hills playground was constructed in 2002 and is showing considerable wear needs to be replaced.

Staff worked with Upland Design on the playground replacement concept plan, presented to the plan to the neighborhood and a public meeting to allow for input on the design. The playground concept plan was changed based on input from the neighborhood and the plan was finalized. The playground design specifications were completed and the project was advertised for bid.

The bid was sent to several vendors and five bids were received. D & J Landscape Inc. is the lowest bidder with a bid amount of \$74,136.66. The bid included the following:

| | | |
|--------------|-------------------------|-------------|
| Base Bid | Playground installation | \$66,933.66 |
| Alternate #2 | Underdrainage | \$7,203.00 |
| | Total | \$74,136.66 |

Alternate #1 was Bench installation for an additional \$900.00. (staff will install)

Attached is the bid tab and a letter from Upland Design recommending D & J Landscape Inc. from Plainfield IL. Staff has reviewed the references supplied by Upland Design and agrees that D& J Landscape Inc. be recommended for this project.

Financial

Funds totaling \$265,000 are allocated in the 2019-2020 fiscal year for the Playground Replacement Program. Sufficient funds totaling \$169,571.40 are available in the Capital Improvement Account # 30-1300-6-1312-11 for this expense totaling \$74,136.66

Project Estimated Costs

| | | |
|-------------------------|--------------------|--------------|
| Playground Equipment | NuToys | \$61,900.00 |
| Playground Equipment | Parkreation | \$4,861.11 |
| Benches | Recycle Design | \$4,560.00 |
| Playground Installation | D&J Landscape Inc. | \$74,136.66 |
| | Total | \$145,457.77 |

Recommendation

Staff recommends the Board of Commissioners approve the bid from D & J Landscape Inc. in the amount of \$74,136.66 for the installation of the Clover Hills Playground.



February 5, 2019

Project # 683

Sheavoun Lambillotte
Executive Director
Geneva Park District
710 Western Avenue
Geneva, IL 60134

RE: Bid Summary Letter, Playground Renovations at Clover Hills Park

Dear Rita:

On February 1, 2019, five bid proposals were opened for the Playground Renovations at Clover Hills Park. A chart of bid prices that has been corrected for math errors is included below. A correction of the bidder's math errors does not change the low bidder, **D & J Landscape Inc. of Plainfield, IL for the base bid of \$66,933.66.**

| Bidder | Base Bid | Base Bid + Alt 1 | Base Bid + Alt 2 |
|---------------------------|---------------|------------------|------------------|
| D & J Landscape Inc. | \$ 66,933.66 | \$67,833.66 | \$74,136.66 |
| Hacienda Landscaping | \$ 71,898.00 | \$72,698.00 | \$80,204.00 |
| E. Hoffman Inc. | \$ 86,135.50 | \$87,735.50 | \$94,047.50 |
| Innovation Landscape Inc. | \$86,429.27 | \$87,709.27 | \$97,557.27 |
| George's Landscaping Inc. | \$ 101,000.00 | \$103,250.00 | \$108,120.00 |

Upland Design Ltd contacted numerous Park Districts that have worked with D & J Landscape, Inc. The following Districts would hire the company again based on the good work they performed: Plainfield Park District, Alsip Park District, Glen Ellyn Park District, and Crystal Lake Park District. The Skokie Park District was not pleased with their work as they installed a pipe incorrectly and did not keep staff on the job regularly. For these reasons they would not hire them again. Based on the numerous successfully completed similar work, we recommend D & J Landscape with the understanding that the Park District make clear they need to keep staff on the project through completion.

Sincerely,

Michelle A. Kelly, PLA, CPSI
Principal Landscape Architect

CLOVER HILLS PARK PLAYGROUND RENOVATION
GENEVA PARK DISTRICT

UPLAND DESIGN LTD
Park Planning and Landscape Architecture

Bid Opening: January 31, 2019 @ 2PM

'=corrected math error

| BID TABULATION | | | | 1 | | 2 | | 3 | | 4 | | 5 | |
|--|--|------|--------------------|----------------------|--------------|----------------------------|--------------|------------------|--------------|---------------------------|--------------|--------------------------|--------------|
| NUMBER | ITEM | QTY | UNIT | D & J Landscape Inc. | | Hacienda Landscaping, Inc. | | E. Hoffman, Inc. | | Innovation Landscape Inc. | | George's Landscaping Inc | |
| 1 | Earthwork and Removals, Complete | 1 | Lump Sum (L.S.) | \$ 8,995.00 | \$ 8,995.00 | \$ 10,500.00 | \$ 10,500.00 | \$ 18,500.00 | \$ 18,500.00 | \$ 21,500.00 | \$ 21,500.00 | \$ 27,505.00 | \$ 27,505.00 |
| 2 | Asphalt Paving - Patch | 1 | L.S. | \$ 795.00 | \$ 795.00 | \$ 300.00 | \$ 300.00 | \$ 900.00 | \$ 900.00 | \$ 650.00 | \$ 650.00 | \$ 1,200.00 | \$ 1,200.00 |
| 3 | Concrete Paving | 636 | S.F. | \$ 7.45 | \$ 4,738.20 | \$ 8.00 | \$ 5,088.00 | \$ 9.00 | \$ 5,724.00 | \$ 6.00 | \$ 3,816.00 | \$ 8.50 | \$ 5,406.00 |
| 4 | Playground Sloped Entry | 64 | S.F. | \$ 12.00 | \$ 768.00 | \$ 9.00 | \$ 576.00 | \$ 10.00 | \$ 640.00 | \$ 15.00 | \$ 960.00 | \$ 20.00 | \$ 1,280.00 |
| 5 | Integral Curb at Walk | 77 | Linear Feet (L.F.) | \$ 22.00 | \$ 1,694.00 | \$ 25.00 | \$ 1,925.00 | \$ 15.00 | \$ 1,155.00 | \$ 25.00 | \$ 1,925.00 | \$ 24.00 | \$ 1,848.00 |
| 6 | Concrete Playground Curb | 115 | L.F. | \$ 23.00 | \$ 2,645.00 | \$ 30.00 | \$ 3,450.00 | \$ 30.00 | \$ 3,450.00 | \$ 25.00 | \$ 2,875.00 | \$ 38.00 | \$ 4,370.00 |
| 7 | Engineered Wood Fiber Surfacing | 5115 | S.F. | \$ 1.90 | \$ 9,718.50 | \$ 3.00 | \$ 15,345.00 | \$ 2.70 | \$ 13,810.50 | \$ 1.90 | \$ 9,718.50 | \$ 3.42 | \$ 17,493.30 |
| 8 | Poured in Place at Swings | 216 | S.F. | \$ 56.00 | \$ 12,096.00 | \$ 49.00 | \$ 10,584.00 | \$ 66.00 | \$ 14,256.00 | \$ 59.24 | \$ 12,795.84 | \$ 48.00 | \$ 10,368.00 |
| 9 | New French Drains | 1 | L.S. | \$ 2,225.00 | \$ 2,225.00 | \$ 1,000.00 | \$ 1,000.00 | \$ 2,800.00 | \$ 2,800.00 | \$ 3,500.00 | \$ 3,500.00 | \$ 2,379.70 | \$ 2,379.70 |
| Play Equipment shall be supplied by Owner and fully installed by Contractor. | | | | | | | | | | | | | \$ - |
| 10 | 5-12 Play Structure & Welcome Sign | 1 | L.S. | \$ 9,345.28 | \$ 9,345.28 | \$ 10,000.00 | \$ 10,000.00 | \$ 9,600.00 | \$ 9,600.00 | \$ 10,221.40 | \$ 10,221.40 | \$ 11,500.00 | \$ 11,500.00 |
| 11 | 2-5 Play Structure, Talk Tubes & Welcome Sign | 1 | L.S. | \$ 2,954.24 | \$ 2,954.24 | \$ 3,200.00 | \$ 3,200.00 | \$ 3,400.00 | \$ 3,400.00 | \$ 3,068.70 | \$ 3,068.70 | \$ 4,200.00 | \$ 4,200.00 |
| 12 | Revolution Inclusive Spinner | 1 | L.S. | \$ 880.00 | \$ 880.00 | \$ 950.00 | \$ 950.00 | \$ 2,000.00 | \$ 2,000.00 | \$ 1,458.33 | \$ 1,458.33 | \$ 1,900.00 | \$ 1,900.00 |
| 13 | Mobius Climber | 1 | L.S. | \$ 3,868.48 | \$ 3,868.48 | \$ 4,200.00 | \$ 4,200.00 | \$ 4,000.00 | \$ 4,000.00 | \$ 3,626.70 | \$ 3,626.70 | \$ 4,775.00 | \$ 4,775.00 |
| 14 | Cozy Dome | 1 | L.S. | \$ 1,083.20 | \$ 1,083.20 | \$ 1,100.00 | \$ 1,100.00 | \$ 1,100.00 | \$ 1,100.00 | \$ 1,015.50 | \$ 1,015.50 | \$ 1,490.00 | \$ 1,490.00 |
| 15 | 4-Unit Swings | 1 | L.S. | \$ 896.32 | \$ 896.32 | \$ 980.00 | \$ 980.00 | \$ 1,300.00 | \$ 1,300.00 | \$ 1,960.70 | \$ 1,960.70 | \$ 1,285.00 | \$ 1,285.00 |
| 16 | Oodle Swing | 1 | L.S. | \$ 1,341.44 | \$ 1,341.44 | \$ 900.00 | \$ 900.00 | \$ 1,300.00 | \$ 1,300.00 | \$ 1,257.60 | \$ 1,257.60 | \$ 1,850.00 | \$ 1,850.00 |
| 17 | Lawn restoration and establishment including core aeration, topsoil, seeding, fertilizing, and blanket cover at all disturbed areas. | 1 | L.S. | \$ 2,890.00 | \$ 2,890.00 | \$ 1,800.00 | \$ 1,800.00 | \$ 2,200.00 | \$ 2,200.00 | \$ 6,080.00 | \$ 6,080.00 | \$ 2,150.00 | \$ 2,150.00 |
| BASE BID TOTAL | | | | \$ 66,933.66 | | \$ 71,898.00 | | \$ 86,135.50 | | \$ 86,429.27 | | \$ 101,000.00 | |

ADD ALTERNATE #1: Bench Installation

| NUMBER | ITEM | QTY | UNIT | | | | | | | | | | |
|-----------------|-----------------------------------|-----|------|-----------|-----------|-----------|-----------|-------------|-------------|-------------|-------------|-------------|-------------|
| A1-1 | Install Bench (Supplied by Owner) | 4 | EACH | \$ 225.00 | \$ 900.00 | \$ 200.00 | \$ 800.00 | \$ 400.00 | \$ 1,600.00 | \$ 320.00 | \$ 1,280.00 | \$ 562.50 | \$ 2,250.00 |
| ALTERNATE TOTAL | | | | \$ 900.00 | | \$ 800.00 | | \$ 1,600.00 | | \$ 1,280.00 | | \$ 2,250.00 | |

ADD ALTERNATE #2: Additional Playground Underdrainage

| NUMBER | ITEM | QTY | UNIT | | | | | | | | | | |
|------------------|------------------------------|-----|------|--------------|---------------|--------------|---------------|--------------|---------------|--------------|---------------|---------------|---------------|
| A3-1 | Asphalt Paving - Patch | 1 | L.S. | \$ 890.00 | \$ 890.00 | \$ 600.00 | \$ 600.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 1,500.00 | \$ 2,474.70 | \$ 2,474.70 |
| A3-2 | 4" Perf SDR26 Underdrainage | 132 | L.F. | \$ 22.00 | \$ 2,904.00 | \$ 20.00 | \$ 2,640.00 | \$ 22.00 | \$ 2,904.00 | \$ 24.00 | \$ 3,168.00 | \$ 18.50 | \$ 2,442.00 |
| A3-3 | 6" Solid SDR26 Underdrainage | 242 | L.F. | \$ 22.00 | \$ 5,324.00 | \$ 23.00 | \$ 5,566.00 | \$ 24.00 | \$ 5,808.00 | \$ 30.00 | \$ 7,260.00 | \$ 16.00 | \$ 3,872.00 |
| A3-4 | Drain Cleanout - EWF | 1 | EACH | \$ 275.00 | \$ 275.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 350.00 | \$ 350.00 | \$ 277.00 | \$ 277.00 |
| A3-5 | Mitered Drain | 1 | EACH | \$ 185.00 | \$ 185.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 400.00 | \$ 350.00 | \$ 350.00 | \$ 434.00 | \$ 434.00 |
| A3-6 | New French Drains | -1 | L.S. | \$ 2,375.00 | \$ (2,375.00) | \$ 1,000.00 | \$ (1,000.00) | \$ 2,800.00 | \$ (2,800.00) | \$ 1,500.00 | \$ (1,500.00) | \$ 2,379.70 | \$ (2,379.70) |
| ALTERNATE TOTAL | | | | \$ 7,203.00 | | \$ 8,306.00 | | \$ 7,912.00 | | \$ 11,128.00 | | \$ 7,120.00 | |
| BASE BID + ALT 2 | | | | \$ 74,136.66 | | \$ 80,204.00 | | \$ 94,047.50 | | \$ 97,557.27 | | \$ 108,120.00 | |

EXTRACT OF MINUTES of a regular public meeting of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, held at the Park District Offices, 710 Western Avenue, Geneva, Illinois 60134, in said Park District, at 7:00 o'clock P.M., on the 18th day of February, 2019.

* * *

The President called the meeting to order and directed the Secretary to call the roll.

Upon the roll being called, the following Park Commissioners answered present:
The Park Board President and Park Commissioners _____

The following Park Commissioner was absent from the meeting _____

(Here various items of business were duly transacted by the Board.)

The Board then gave consideration to the park program to issue the \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 (the “**Series 2019 Bonds**”).

The Secretary of the Board then stated that the District has agreed, subject to certain conditions, to purchase its own Series 2019 Bonds.

Park Commissioner _____ then made a motion, which was seconded by Park Commissioner _____ that the sale of said bonds to said purchaser be approved and upon roll call, the following Park Commissioners voted

AYE: _____

and the following Park Commissioners voted

NAY: _____

The President declared the motion carried, and upon further discussion, presented to the Secretary the following ordinance, which was read to the Board as follows:

ORDINANCE NO. 2019-04

AN ORDINANCE providing for the issue of \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 of the Geneva Park District, Kane County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

* * *

WHEREAS, the Geneva Park District, Kane County, Illinois (the “**District**”), is a duly organized and existing Park District created under the provisions of the laws of the State of Illinois, and is now operating under the provisions of The Park Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “**Park Code**”); and

WHEREAS, the needs of the District require the expenditure of not less than the sum of \$1,598,775 plus estimated investment earnings on the proceeds of bonds, as hereinafter referred to, prior to disbursement, for the purpose of providing additional funds to finance the payment of land condemned or purchased for parks, for the building, maintaining, improving, and protecting of the same, and for the payment of the expenses incident thereto (the “**2019 Park Projects**” or “**Project**”), all in accordance with the projections, heretofore approved by the Board of Park Commissioners (the “**Board**”) of the District and now on file in the office of the Secretary of the Board; and

WHEREAS, it is in the best interest of the District to issue bonds in the amount of \$1,598,775 for Project purposes as aforesaid; and

WHEREAS, P.A. 89-385, effective August 18, 1995, specifically authorizes the District to issue “Limited Tax Park Bonds,” as defined in the Local Government Debt Reform Act of the State of Illinois, as amended (the “**Debt Reform Act**”); and

WHEREAS, on the 27th day of December, 2018, notice of intention to issue said bonds pursuant to the provisions of Section 15 of Public Act 89-655, being the Bond Issue

Notification Act, was published once in the *Kane County Chronicle*, the same being a newspaper having a general circulation in the District, an affidavit evidencing the publication of such notice of intention, together with a newspaper clipping of such notice as published attached thereto, have heretofore been presented to the Board and made a part of the permanent records of the Board; and

WHEREAS, notice of the hearing was given by posting at least forty-eight (48) hours before the hearing a copy of the notice at the principal office of the Board; and

WHEREAS, a hearing was held by the Board and finally adjourned on January 21, 2019, in accordance with the terms of the Bond Issue Notification Act; and

WHEREAS, the Board finds that it does not have sufficient funds on hand for the Project, and the cost thereof will be not less than \$1,598,775, plus estimated investment earnings on the proceeds of bonds, as hereinafter referred to, prior to disbursement, and it is necessary and for the best interests of the District that it borrow the sum of \$1,598,775 and issue bonds of the District to evidence the borrowing; and

WHEREAS, the Board does hereby find and determine that upon the issuance of the \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 (the “**Series 2019 Bonds**”) now proposed to be issued, the aggregate outstanding principal amount of unpaid bond or note indebtedness of the District, including said bonds, will not exceed .575% of the total last known equalized assessed value of all taxable property in the District, and pursuant to the provisions of Section 6-4 of the Park Code, the Debt Reform Act and the Property Tax Extension Limitation Law of the State of Illinois (the “**Extension Limitation Act**”), it is not necessary to submit the proposition of issuing the Series 2019 Bonds to the voters of the District for approval:

NOW, THEREFORE, Be It Ordained by the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois as follows:

Section 1. Incorporation of Preambles.

The Board hereby finds that the recitals contained in the preambles to this Ordinance are true, correct, and complete and does incorporate them into this Ordinance by this reference.

Section 2. Authorization.

It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$1,598,775 upon the credit of the District and as evidence of such indebtedness to issue bonds of the District in said amount, the proceeds of the Series 2019 Bonds to be used for payment of costs of the 2019 Park Projects, and expenses incidental thereto, and it is necessary and for the best interests of the District that there be issued at this time the full \$1,598,775 of the bonds so authorized.

Section 3. Definitions.

The following words and terms used in this Ordinance shall have the following meanings unless the context or use clearly indicates another or different meaning is intended.

A. **“Board”** means the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois.

B. **“Bonds”** or **“Series 2019 Bonds”** means the \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 authorized to be issued by this Ordinance.

C. **“Bond Fund”** means the Bond Fund created in Section 11 of this Ordinance.

D. **“Bond Register”** means the books of the District kept by the Bond Registrar to evidence the registration and transfer of the Bonds.

E. **“Bond Registrar”** means the Treasurer of the Board of Park Commissioners of the Geneva Park District, Kane County, duly authorized to do be Bond Registrar with the powers and duties as herein set forth, or a successor thereto or a successor designated as Bond Registrar hereunder.

F. **“Code”** means the Internal Revenue Code of 1986.

G. **“District”** means the Geneva Park District, Kane County, Illinois.

H. **“Ordinance”** means this Ordinance, passed by the Board on the 18th day of February, 2019.

I. **“Park Code”** means the Park Code of the State of Illinois, as supplemented and amended, and in particular Section 15 thereof.

J. **“Paying Agent”** means the Treasurer of the Board of Park Commissioners of the Geneva Park District, Kane County, duly authorized to be Paying Agent with its powers and duties as herein set forth or a successor thereto or a successor designated as Paying Agent thereunder.

K. **“Project Fund”** means the Project Fund created in Section 12 of this Ordinance.

Section 4. Bond Details.

There shall be borrowed on the credit of and for and on behalf of the District the total sum of \$1,598,775 for the purposes aforesaid. Bonds of the District shall be issued in said amount and shall each be designated “Taxable General Obligation Limited Tax Park Bond, Series 2019” (the **“Bonds”**). The Bonds shall be dated March 4, 2019, and each shall also bear the date of authentication thereof, each shall be in fully registered form, each shall be in \$100,000 denominations and integral multiples of \$5.00 in excess thereof, and each shall be numbered 1 and upward. The Series 2019 Bonds shall become due and payable serially (not

being subject to the right of prior redemption) on December 15 of each of the years, in the amounts and bearing interest at the rates per cent per annum as follows:

| <u>Year</u> | <u>Amount (\$)</u> | <u>Rate (%)</u> |
|-------------|--------------------|-----------------|
| 2019 | \$785,435 | 2.85% |
| 2020 | \$813,340 | 2.90% |

The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable on June 15 and December 15 of each year, commencing on December 15, 2019. Interest on each Bond shall be paid by check or draft of the Paying Agent, payable upon presentation, in lawful money of the United States of America, to the person in whose name such Bond is registered at the close of business on the fifteenth (15th) day of the month of the interest payment date. The principal of the Bonds shall be payable upon presentation, in lawful money of the United States of America, at the principal office of the Paying Agent.

Section 5. Execution; Authentication.

The Bonds shall be executed on behalf of the District with the manual or facsimile signature of the President, Board of Park Commissioners and attested with the manual or authorized facsimile signature of the Secretary, Board of Park Commissioners, as they may determine, and shall have impressed or imprinted thereon the corporate seal or facsimile thereof of the District. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

All Bonds shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Bond Registrar as authenticating agent of the

District and showing the date of authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this ordinance unless and until such certificate of authentication shall have been duly executed by the Bond Registrar by manual signature, and such certificate of authentication upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this ordinance. The certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer of the Bond Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds issued hereunder.

Section 6. Registration of Bonds; Persons Treated as Owners; Global Book Entry System; Redemption.

A. **General.** The District shall cause books (the “**Bond Register**”) for the registration and for the transfer of the Bonds as provided in this Ordinance to be kept at the principal office of the Bond Registrar, which is hereby constituted and appointed the registrar of the District. The District is authorized to prepare, and the Bond Registrar shall keep custody of, multiple Bond blanks executed by the District for use in the transfer and exchange of Bonds.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Bond Registrar and duly executed by, the registered owner or his attorney duly authorized in writing, the District shall execute and the Bond Registrar shall authenticate, date and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same maturity of authorized denominations, for a like aggregate principal amount. Any fully registered Bond or Bonds may be exchanged at said office of the Bond Registrar for a like aggregate principal amount of Bond or Bonds of the same maturity of other authorized denominations. The execution by the District of any fully registered Bond shall

constitute full and due authorization of such Bond and the Bond Registrar shall thereby be authorized to authenticate, date and deliver such Bond, provided, however, the principal amount of outstanding Bonds of each maturity authenticated by the Bond Registrar shall not exceed the authorized principal amount of Bonds for such maturity less previous retirements.

The Bond Registrar shall not be required to transfer or exchange any Bond during the period of fifteen days next preceding the interest payment date on the Bonds.

The person in whose name any Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of the principal of or interest on any Bond shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

No service charge shall be made for any transfer or exchange of Bonds, but the District or the Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with any transfer or exchange of Bonds, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption.

B. Book-Entry System. The Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds as provided in this Section 4, and the ownership of each such Bond shall be registered in the Bond Register in the name of Cede & Co., or any successor thereto (“**Cede**”), as nominee of The Depository Trust Company, New York, New York, and its successors and assigns (“**DTC**”). All of the outstanding Bonds shall be registered in the Bond Register in the name of Cede, as nominee of DTC, except as hereinafter provided. The President and Secretary of the Board are hereby authorized to execute and deliver on behalf of the District such letters to or Agreements with

DTC and the Bond Registrar as shall be necessary to effectuate such book-entry system (any such letter or Agreements being referred to herein as the “**Representation Letter**”).

With respect to the Bonds registered in the Bond Register in the name of Cede, as nominee of DTC, the District and the Bond Registrar shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a “**DTC Participant**”) or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds. Without limiting the immediately preceding sentence, the District and the Bond Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Bonds. The District and the Bond Registrar may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal and interest with respect to such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers with respect to such Bond, and for all other purposes whatsoever. The Bond Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective registered owners of the Bonds, as shown in the Bond Register, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District’s obligations with respect to payment of principal of and interest on the Bonds to the extent of the

sum or sums so paid. No person other than a registered owner of a Bond as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of the District to make payments of principal and interest with respect to any Bond. Upon delivery by DTC to the Bond Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede, the name “**Cede**” in this Contract shall refer to such new nominee of DTC.

In the event that (i) the District determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (ii) the Agreements among the District, the Bond Registrar and DTC evidenced by the Representation Letter shall be terminated for any reason or (iii) the District determines that it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the District shall notify DTC and DTC Participants of the availability through DTC of certificated Bonds and the Bonds shall no longer be restricted to being registered in the Bond Register in the name of Cede, as nominee of DTC. At the time, the District may determine that the Bonds share be registered in the name of and deposited with such other depository operating a global book-entry system, as may be acceptable to the District, or such depository’s agent or designee, and if the District does not select such alternate global book-entry system, then the Bonds may be registered in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions of this Section 4.

Notwithstanding any other provision of this Bond Ordinance to the contrary, so long as any Bond is registered in the name of Cede, as nominee of DTC, all payments with respect to principal of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

C. **Redemption.** The District shall, at least forty-five (45) days prior to the redemption date (unless a shorter time period shall be satisfactory to the Bond Registrar) notify

the Bond Registrar and Paying Agent of such redemption date and of the principal amount and maturity or maturities of Bonds to be redeemed. For purposes of any redemption of less than all of the Bonds of a single maturity, the particular Bonds or portions of Bonds to be redeemed shall be selected by lot not more than sixty (60) days prior to the redemption date by the Bond Registrar for the Bonds of such maturity by such method of lottery as the Bond Registrar shall deem fair and appropriate; provided, that such lottery shall provide for the selection for redemption of Bonds or portions thereof so that any \$5,000 Bond or \$5,000 portion of a Bond shall be as likely to be called for redemption as any other such \$5,000 Bond or \$5,000 portion.

The Bond Registrar shall promptly notify the District and the Paying Agent in writing of the Bonds or portions of Bonds selected for redemption and, in the case of any Bond selected for partial redemption, the principal amount thereof to be redeemed.

Unless waived by the registered owner of Bonds to be redeemed, official notice of any such redemption shall be given by the Bond Registrar on behalf of the District by mailing the redemption notice by registered or certified mail not less than thirty (30) days and not more than sixty (60) days prior to the date fixed for redemption to each registered owner of the Bonds or portions of Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such registered owner to the Bond Registrar.

All official notices of redemption shall include at least the information as follows:

- (1) the redemption date;
- (2) the redemption price;
- (3) If less than all of the Bonds of a single maturity are to be redeemed, the identification (and, in the case of partial redemption of any Bonds, the respective principal amounts) of the Bonds to be redeemed;

(4) a statement that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after said date; and

(5) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal corporate trust office of the Paying Agent.

Prior to any redemption date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price), such Bonds or portions of Bonds shall cease to bear interest. Neither the failure to mail such redemption notice, nor any defect in any notice so mailed, to any particular registered owner, shall affect the sufficiency of such notice with respect to other Bonds subject to redemption. Notice having been properly given, failure of a registered owner to receive such notice shall not be deemed to invalidate, limit or delay the effect of the notice or redemption action described in the notice. Such notice may be waived in writing by the registered owner entitled to receive such notice, either before or after the event, and such waiver shall be the equivalent of such notice. Waivers of notice by registered owners shall be filed with the Bond Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. The procedure for

payment of interest due on or prior to the redemption date shall be as herein provided for payment of interest otherwise due. Upon surrender for any partial redemption of any Bond, there shall be prepared for the registered owner a new Bond or Bonds of like tenor, of authorized denominations, of the same maturity and bearing the same rate of interest in the amount of the unpaid principal. If any Bond or portion of Bond called for redemption shall not be so paid upon surrender thereof for redemption, the principal shall, until paid or duly provided for, bear interest from the redemption date at the rate borne by the Bond or portion of Bond so called for redemption. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

In addition to the foregoing notice, further notice shall be given by the Bond Registrar on behalf of the District as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner invalidate, limit or delay the redemption action if notice thereof is given as above prescribed.

Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (a) the CUSIP numbers of all Bonds being redeemed; (b) the date of issue of the Bonds as originally issued; (c) the rate of interest borne by each Bond being redeemed; (d) the maturity date of each Bond being redeemed; and (e) any other descriptive information needed to identify accurately the Bonds being redeemed.

Each further notice of redemption shall be sent at least thirty (30) days before the redemption date by registered or certified mail or overnight delivery service to all registered securities depositories then in the business of holding substantial amounts of obligations of types comprising the Bonds (such depository now being Depository Trust Company of New York, New York), and to one or more national information services, chosen in the discretion of the Bond Registrar, that disseminate notices of redemption of obligations such as the Bonds.

Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

D. **Sinking Fund Redemption.** This Section D shall apply only to the extent the Official Bid Form shall specify any Term Bonds, and otherwise shall not apply. Bonds specified in the Official Bid Form as Term Bonds (the “**Term Bonds**”), if any, are subject to mandatory sinking fund redemption in the principal amount on December 15 of the years so specified, but corresponding to the principal maturities specified in the Official Bid Form.

At its option before the 45th day (or such lesser time acceptable to the Bond Registrar) next preceding any mandatory sinking fund redemption date in connection with Term Bonds, the District by furnishing the Bond Registrar and the Paying Agent an appropriate certificate of direction and authorization executed by the President or Treasurer may: (i) deliver to the Bond Registrar for cancellation Term Bonds in any authorized aggregate principal amount desired; or (ii) furnish the Paying Agent funds for the purpose of purchasing any of such Term Bonds as arranged by the District; or (iii) receive a credit (not previously given) with respect to the mandatory sinking fund redemption obligation for such Term Bonds which prior to such date have been redeemed and cancelled. Each such Bond so delivered, previously purchased or redeemed shall be credited at 100% of the principal amount thereof, and any excess shall be credited with regard to future mandatory sinking fund redemption obligations for such Bonds in chronological order, and the principal amount of Bonds to be so redeemed as provided shall be accordingly reduced. In the event Bonds being so redeemed are in a denomination greater than \$100,000, a portion of such Bonds may be so redeemed, but such portion shall be in the principal amount of \$100,000 denominations and integral multiples of \$5.00 in excess thereof.

Section 7. Form of Bond.

The Bonds may be prepared in compliance with the National Standard Specifications for Fully Registered Municipal Securities prepared by the American National Standards Institute and shall be in substantially the following form, with appropriate insertions for each series, as applicable; provided, however, that if the text of a Bond is to be printed in its entirety on the front side of the Bond, then paragraph [2] and the legend, “See Reverse Side for Additional Provisions”, shall be omitted and paragraphs [6] through the last paragraph thereof shall be inserted immediately after paragraph [1]:

(Form of Bond - Front Side)

REGISTERED

\$ _____

REGISTERED

NO. ____

UNITED STATES OF AMERICA

STATE OF ILLINOIS

COUNTY OF KANE

GENEVA PARK DISTRICT

TAXABLE GENERAL OBLIGATION LIMITED TAX PARK BOND, SERIES 2019

:See Reverse Side :

:for Additional :

:Provisions :

| | | | |
|--------------|-------------------------|---------------------|---------|
| Interest | Maturity | Dated | [CUSIP: |
| Rate: _____% | Date: December 15, 20__ | Date: March 4, 2019 | _____] |

Registered Owner: Geneva Park District, Kane County, Illinois

Principal Amount: _____ DOLLARS (\$_____)

[1] **KNOW ALL PERSONS BY THESE PRESENTS**, that the Geneva Park District, Kane County, Illinois (the “**District**”), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered transferees as hereinafter provided, on the Maturity Date identified above, the Principal Amount identified above and to pay interest (computed on the basis of a 360-day year of twelve 30-day months) on such Principal Amount from the Dated Date identified above or from the most recent interest payment date to which interest has been paid at the Interest Rate percent per annum identified above on June 15 and December 15 of each year, commencing December 15, 2019 until said Principal Amount is paid. The principal of this Bond is payable in lawful money of the United

States of America at the principal corporate trust office of the Treasurer of the Board of Park Commissioners of the Geneva Park District, Kane County, as paying agent (the “**Paying Agent**”). Payment of interest shall be made to the Registered Owner hereof as shown on the registration books of the District maintained by the Treasurer of the Board of Park Commissioners of the Geneva Park District, Kane County as bond registrar (the “**Bond Registrar**”), at the close of business on the first day of the month of each interest payment date and shall be paid by check or draft of the Paying Agent, payable upon presentation in lawful money of the United States of America, mailed to the address of such Registered Owner as it appears on such registration books or at such other address furnished in writing by such Registered Owner to the Bond Registrar.

[2] Reference is hereby made to the further provisions of this Bond set forth on the reverse hereof, and such further provisions shall for all purposes have the same effect as if set forth at this place.

[3] It is hereby certified and recited that all conditions, acts, and things required by law to exist or to be done precedent to and in the issuance of this Bond did exist, have happened, been done, and performed in regular and due form and time as required by law; that the indebtedness of the District, including the issue of Bonds of which this is one, does not exceed any limitation imposed by law; and that provision has been made for the collection of a direct annual tax to pay the interest hereon as it falls due and also to pay and discharge the principal hereof at maturity. The tax to pay the Bonds is payable from the District’s debt service extension base, as such term is defined by the provisions of the Property Tax Extension Limitation Law of the State of Illinois, as amended by P.A. 89-385, effective August 18, 1995.

[4] This Bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been signed by the Bond Registrar.

[5] **IN WITNESS WHEREOF**, the Geneva Park District, Kane County, Illinois, by its Board of Park Commissioners, has caused this Bond to be signed by the manual or duly authorized facsimile signature of the President of said Board of Park Commissioners, and to be attested by the manual or duly authorized facsimile signature of the Secretary of the District, as they shall determine, and sealed with the corporate seal of the District, by impression or facsimile, all as appearing hereon and as of the Dated Date as identified above.

(Form – Not for Signature)

President, Board of Park Commissioners,
Geneva Park District, Kane County, Illinois

Attest:

(Form – Not for Signature)

Secretary, Board of Park Commissioners,
Geneva Park District, Kane County, Illinois

(SEAL)

Date of Authentication: March 4, 2019

**CERTIFICATE
OF
AUTHENTICATION**

This Bond is one of the Bonds described in the within mentioned ordinance and is one of the Taxable General Obligation Limited Tax Park Bonds, Series 2019 of the Geneva Park District, Kane County, Illinois, having a Dated Date of March 4, 2019.

**TREASURER OF THE BOARD OF PARK
COMMISSIONERS**

Geneva Park District, Kane County, Illinois
as Bond Registrar

Bond Registrar and Paying Agent:

Treasurer of the Board of Park
Commissioners
Geneva Park District, Kane County,
Illinois

By _____ (Manual Signature)
Treasurer of the Board of Park
Commissioners

(Form of Bond - Reverse Side)

**Geneva Park District
Kane County, Illinois
Taxable General Obligation Limited Tax Park Bond, Series 2019**

[6] This Bond is one of a series of bonds issued by the District for the purpose of providing additional funds to finance the payment of land condemned or purchased for parks, for the building, maintaining, improving, and protecting of the same, and for the payment of the expenses incident thereto (the “**2019 Park Projects**” or “**Project**”), as provided in the ordinance authorizing the Bonds (the “**Ordinance**”), and for the payment of the expenses incident thereto. The Bonds are issued pursuant to and in all respects in compliance with the provisions of The Park Code of the State of Illinois, the Property Tax Extension Limitation Law of the State of Illinois and the Local Government Debt Reform Act of the State of Illinois, and all laws amendatory thereof and supplementary thereto, and the Ordinance, which has been duly and properly passed, by the Board of Park Commissioners of the District, in all respects as provided by law. The Bonds are issued as limited bonds pursuant to Section 15.01 of the Local Government Debt Reform Act and pursuant to the applicable law, other than said Section, enabling the District to issue bonds.

[7] This Bond is transferable by the Registered Owner hereof in person or by his attorney duly authorized in writing at the principal office of the Bond Registrar in Geneva, Illinois, but only in the manner, subject to the limitations and upon payment of the charges provided in the authorizing ordinance, and upon surrender and cancellation of this Bond. Upon such transfer a new Bond or Bonds of authorized denominations of the same maturity and for the same aggregate principal amount will be issued to the transferee in exchange therefor.

[8] The Bonds are issued in fully registered form in \$100,000 denominations and integral multiples of \$5.00 in excess thereof. This Bond may be exchanged at the principal

office of the Bond Registrar for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations, upon the terms set forth in the authorizing ordinance. The Bond Registrar shall not be required to transfer or exchange any Bond during the period from the close of business on the first day of the month of any interest payment date to the interest payment date.

[9] The District, the Paying Agent and the Bond Registrar may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes and the District, the Paying Agent, and the Bond Registrar shall not be affected by any notice to the contrary.

(FORM OF TRANSFER)

FOR VALUE RECEIVED, the undersigned sells, assigns, and transfers unto _____

(Name and Address of Transferee)

the within Bond and does hereby irrevocably constitute and appoint _____,
as attorney to transfer the said Bond on the books kept for registration thereof with full power of
substitution in the premises.

Dated: _____

Signature guaranteed: _____

NOTICE: The signature to this transfer must correspond with the name of the Registered
Owner as it appears upon the face of the within Bond in every particular, without
alteration or enlargement or any change whatever.

Section 8. Sale of Bonds.

Pursuant to the Investment of Municipal Funds Act of the State of Illinois, as amended, the District is authorized to use the money in its funds to purchase bonds issued by the District. In view of the balances in the District's Corporate Fund, there is no need for current funds in the Corporate Fund in the amount of the purchase price of the Bonds, the same being equal to the par amount of the Bonds. The Corporate Fund may prudently be invested for the term of the Bonds and, as such, the Corporate Fund is the purchaser of the Bonds. The Series 2019 Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the passage hereof as may be, and thereupon shall be deposited with the Treasurer of the District, and be by said Treasurer delivered to the District as purchaser of the Series 2019 Bonds, upon receipt of the purchase price therefor, the same being par, plus accrued interest, if any, to the date of delivery for the Series 2019 Bonds; the Final Term Sheet, dated the date hereof, being the

contract for the sale of the Series 2019 Bonds heretofore entered into (the “**Purchase Contract**”) is in all respects ratified, approved and confirmed, it being hereby found and determined that the Bonds have been sold at such prices and bear interest at such rates that neither the true interest cost (yield) nor the net interest rate received upon each such sale exceed the maximum rate otherwise authorized by Illinois law and that the Purchase Contract is in the best interests of the District and that no person holding any office of the District, either by election or appointment, is in any manner interested, either directly or indirectly, in his own name or in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use of the Final Term Sheet by Speer Financial, Inc., Chicago, Illinois, in connection with the sale of the Bonds is ratified. The use by Speer Financial, Inc., Chicago, Illinois, of the Final Term Sheet relating to the Bonds and before the Board at the time of the adoption hereof is hereby ratified, approved and authorized; the execution and delivery of the Official Bid Form is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the District to consummate the transactions contemplated by the Purchase Contract and this Ordinance. Miller, Canfield, Paddock and Stone, P.L.C., Chicago, Illinois is appointed Bond Counsel to the District with respect to the Bonds.

Section 9. Tax Levy.

In order to provide for the collection of a direct annual tax to pay the interest on the Bonds as it falls due, and also to pay and discharge the principal thereof at maturity there be and there is hereby levied upon all the taxable property within the District a direct annual tax for each of the years while the Bonds or any of them are outstanding in amounts for that purpose; and there be and there is hereby levied upon all of the taxable property in the District, the following direct annual taxes, to-wit:

For the Year A Tax to Produce the Sum of:

| | | |
|------|--------------|--|
| 2018 | \$821,318.51 | for principal and interest up to and including December 15, 2019 |
| 2019 | \$836,926.86 | for principal and interest |

Any principal or interest maturing at any time when there are not sufficient funds on hand from the foregoing tax levy to pay the same shall be paid from the general funds of the District, and the fund from which such payment was made shall be reimbursed out of the taxes hereby levied when the same shall be collected.

The District covenants and agrees with the purchasers and the holders of the Bonds that so long as any of the Bonds remain outstanding, the District will take no action or fail to take any action which in any way would adversely affect the ability of the District to levy and collect the foregoing tax levies and the District and its officers will comply with all present and future applicable laws in order to assure that the foregoing taxes will be levied, extended and collected as provided herein and deposited in the fund established to pay the principal of and interest on the Bonds.

Notwithstanding any other provision of this Ordinance, the annual amount of the taxes to be extended by the County Clerk to pay the Bonds and all other limited bonds (as defined in the Debt Reform Act) heretofore and hereafter issued by the District shall not exceed the debt service extension base (as defined in the Property Tax Extension Limitation Law of the State of Illinois, as amended) of the District (the “**Base**”), which is equal to \$821,320.55 for the 2018 levy year. No limit, however, exists on the rate of the direct annual tax levied herein, and the Bonds shall constitute a general obligation of the District.

The District is authorized to issue from time to time additional limited bonds payable from the Base and additional Unlimited Tax Bonds, as permitted by law, and to

determine the lien priority of payments to be made from the Base to pay the District's limited bonds.

Section 10. Filing of Ordinance.

Forthwith upon the passage of this Ordinance, the Secretary of the Board is hereby directed to file a certified copy of this Ordinance with the County Clerk of The County of Kane, Illinois, and it shall be the duty of said County Clerk for the years 2018 and 2019, inclusive, to ascertain the rate necessary to produce the taxes herein levied, and extend the same for collection on the tax books against all of the taxable property within the District in connection with other taxes levied in said year for park purposes in order to raise the respective amount aforesaid; and in said year, such annual tax shall be computed, extended, and collected in the same manner as now or hereafter provided by law for the computation, extension, and collection of taxes for general park purposes of the District.

A certified copy of this Ordinance shall also be filed with the Bond Registrar and Paying Agent.

Section 11. Creation of Funds and Appropriations.

From the amounts received upon sale of the Series 2019 Bonds, all of the proceeds shall be deposited into the "Taxable General Obligation Limited Tax Park Bonds, Series 2019 Project Fund," (the "**Project Fund**") hereby created, and disbursements shall be made from the Project Fund only for payment of costs of the 2019 Park Projects and expenses of issuance of the Bonds or otherwise incidental to the Series 2019 Bonds or such 2019 Park Projects, and for which the principal proceeds are hereby appropriated.

Accrued interest payable on the Bonds shall be and are hereby appropriated for the purpose of paying first interest due on the Bonds and, to that end, are hereby ordered deposited into the "Taxable General Obligation Limited Tax Park Bonds, Series 2019 Bond

Fund,” (the “**Bond Fund**”) hereby created, which fund shall be the fund for the payment of principal of and interest on the Bonds. Loans from the Project Fund to the Bond Fund to pay debt service on the Bonds may be made upon direction by the Board so long as provision is made to reimburse the Project Fund from funds lawfully available for such purpose. Taxes received for the payment of the Bonds shall be deposited into the Bond Fund and used solely and only for paying the Bonds. Interest received from deposits in the Bond Fund shall be retained in the Bond Fund for payment of the Bonds on the interest payment date next after such interest is received or, to the extent permitted by law, transferred by the Board to such other fund of the District as the Board may designate.

Section 12. Registered Form.

The Board recognizes the Code requires the Bonds to be issued and to remain in fully registered form in order that interest thereon not be includable in gross income for federal income tax purposes under laws in force at the time the Bonds are delivered. The District will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 13. List of Registered Owners.

The Bond Registrar shall maintain a list of the names and addresses of the owners of all Bonds and upon any transfer shall add the name and address of the new bondholder and eliminate the name and address of the transferor bondholder.

Section 14. Duties of Bond Registrar.

The Bond Registrar by its acceptance of duties hereunder agrees as follows:

- (a) to act as bond registrar, authenticating agent, and transfer agent as provided herein;
- (b) to maintain a list of Registered Owners as set forth herein and to furnish such list to the District upon request, but otherwise to keep such list confidential to the fullest extent permitted by law;

(c) to cancel and/or destroy Bonds which have been paid at maturity or submitted for exchange or transfer;

(d) to furnish the District at least annually a certificate with respect to Bonds canceled and/or destroyed; and

(e) to furnish the District at least annually an audit confirmation of Bonds paid, Bonds outstanding, and payments made with respect to interest on the Bonds.

Section 15. Secondary Market Disclosure.

The District is exempt from the information undertaking provisions of SEC Rule 15c2-12(b)(5) because the Bonds are in denominations of \$100,000 or more and are being sold pursuant to a private placement to 35 or fewer knowledgeable investors who are purchasing the Bonds without a view to distributing the Bonds. Upon request, the District will provide annual financial statements including the comprehensive annual financial report if one is prepared. The District intends to comply with all future rules, laws and requirements with respect to continuing disclosure which are applicable, including 15c2-12(d)(2)(ii) and (d)(2)(iii) with respect to any offerings on municipal securities.

Section 16. Book-Entry as Purchaser Option.

The purchaser of the Series 2019 Bonds may elect that the provisions herein concerning book-entry be ineffective.

Section 17. Severability.

If any section, paragraph, or provision of this Ordinance shall be held to be invalid or unenforceable for any reason the invalidity or unenforceability of such section, paragraph, or provision shall not affect any of the remaining provisions of this Ordinance.

Section 18. Repealer and Effective Date.

All ordinances, resolutions, orders or parts thereof in conflict herewith be and the same are hereby repealed, and this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted: February 18, 2019.

President, Board of Park Commissioners

Secretary, Board of Park Commissioners

(SEAL)

Recorded in the District Records on February 18, 2019.

Park Commissioner _____ moved and Park Commissioner _____ seconded the motion that said ordinance as presented and read by the Secretary be adopted.

After a full discussion thereof, including a public recital of the matter being considered and such other information as would inform the public of the business being conducted, the President directed that the roll be called for a vote upon the motion to adopt said ordinance as read.

Upon the roll being called, the following Park Commissioners voted **AYE**:

and the following Park Commissioner voted **NAY**: _____

Whereupon the President declared the motion carried and said ordinance adopted, signed the same in open meeting, and directed the Secretary to record the same in the records of the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, which was done.

Other business, not pertinent to the adoption of said ordinance, was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Secretary, Board of Park Commissioners

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF ORDINANCE, CONTRACT AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioners (the “**Board**”) of the Geneva Park District, Kane County, Illinois (the “**District**”), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true, and complete transcript of the minutes of the meeting of the Board held on the 18th day of February, 2019, insofar as same relates to the adoption of an ordinance entitled:

AN ORDINANCE providing for the issue of \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 of the Geneva Park District, Kane County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

A true, correct, and complete copy of which ordinance as adopted at the meeting appears in the foregoing transcript of the minutes.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all news media requesting such notice, that an agenda for said meeting was posted at the principal office of the Board at least forty-eight (48) hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of The Park Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Acts and with all of the procedural rules of the Board in the passage of said ordinance.

I do further certify that attached hereto is a true, correct and complete copy of the contract made for the sale of said bonds, as accepted by designated officers of the District.

All the aforementioned appear from the books, records, minutes, and files in my custody.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official seal of the District, this 18th day of February, 2019.

Secretary, Board of Park Commissioners

(SEAL)

[Attach Executed Official Bid Form]

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

FILING CERTIFICATE

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois, and as such official I do further certify that on the ____ day of February, 2019, there was filed in my office a duly certified copy of an ordinance (the “**Ordinance**”) entitled:

AN ORDINANCE providing for the issue of \$1,598,775 Taxable General Obligation Limited Tax Park Bonds, Series 2019 of the Geneva Park District, Kane County, Illinois, and for the levy of a direct annual tax to pay the principal of and interest on said bonds.

The ordinance was duly adopted by the Board of Park Commissioners of the Geneva Park District, Kane County, Illinois, on the 18th day of February, 2019, and that the same has been deposited in the official files and records of my office.

I do further certify that the taxes levied for the Bonds pursuant to Section 8 of said Ordinance are payable from the District’s debt service extension base, as such term is defined by provisions of the Extension Limitation Law, as amended by P.A. 89-385, effective August 18, 1995.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of said County, this ____ day of February, 2019.

County Clerk

(SEAL)

FRIENDSHIP STATION PRESCHOOL

2017-Present



FALL 2017

- Hired new staff including a receptionist
- All classrooms housed at Friendship
- Introduced enrichment and all day options



Kathy Kusek

2017

In-House changes

- Safety Drills
- STEAM Room
- Rally Days



3'S ENRICHMENT 2017-2018



Nikki Spitzer

| 3's Enrichment | | |
|--------------------------|------------|------------|
| Classes | AM Numbers | PM Numbers |
| Books Come Alive | 4/10 | 9/10 |
| Little Discoverers 3's | 9/10 | 10/10 |
| Early Music Appreciation | 8/10 | 10/10 |
| Craft N Creation | 8/10 | 10/10 |
| Wildlife Warriors | 7/10 | 10/10 |





3'S ENRICHMENT 2018-2019

| 3's Enrichment | | |
|-----------------------|------------|------------|
| Classes | AM Numbers | PM Numbers |
| Classic Literature | 8/10 | 5/10 |
| Holiday 123's & ABC's | 10/10 | 8/10 |
| Art Explorers | 10/10 | 9/10 |
| 3's World Travelers | 10/10 | 6/10 |
| Wildlife Warriors | 10/10 | 3/10 |



3'S ENRICHMENT 2018-2019

| 3's Enrichment | |
|--------------------|---------|
| Classes | Numbers |
| Super Science | 5/10 |
| Math Magicians | 9/10 |
| Building Buddies | 8/10 |
| Sensational Senses | 3/10 |



4'S ENRICHMENT 2017-2018

| 4's Enrichment | | |
|---------------------------------|------------|------------|
| Classes | AM Numbers | PM Numbers |
| My Wildlife | 4/10 | 0/10 |
| Mathematicians | 9/10 | 5/10 |
| Contagious Intelligence- 4 STEM | 10/10 | 9/10 |
| Live Through Art | 10/10 | 7/10 |
| Animals and Literature | 10/10 | 5/10 |



4'S ENRICHMENT 2018-2019



| 4's Enrichment | | |
|--------------------------|------------|------------|
| Classes | AM Numbers | PM Numbers |
| My Wildlife | 10/10 | 5/10 |
| Holiday's Math & Science | 10/10 | 10/10 |
| Art Appreciation | 10/10 | 7/10 |
| 4's World Travelers | 10/10 | 9/10 |
| Reading Readiness | 10/10 | 10/10 |



3 DAY ALL DAY 4 YEAR OLDS

- M/W/F 9:00AM-3:00PM



Carrie Hollman



Cindy Diemand

5 DAY ALL DAY 4/5 YEAR OLDS

- M-F 9:00AM-3:00PM



Jan Parcell



Sherry Rogers

NEW 2019-2020 2 DAY ALL DAY 3 YEAR OLDS

- T/TH 9:00am-3:00pm



Carrie Hollman



Amy Belloli

Survey Says...

Overall Top Box Score = 98%

Highest Score 98%-100%

- Attitude and Rapport
- Ability to teach and lead
- Knowledge
- Fun and Enjoyable

Future focus based on feedback:

- More online communications
- Increased hours (All Day)
- Increased Teacher/Parent interaction

Survey Says...

"You can tell the teachers really love what they do! The crafts are super cute and I love all the fun activities my son talks about."

"The teachers were wonderful!!! They were knowledgeable, caring and took the time to help each child. My child loved all the activities as well."

"The program was well thought out. Each week had a theme and tied to letters and numbers, but it was all play-based. Our child developed a love for learning and school."

"Mrs. Hollman's professionalism, passion and overall teaching approach."

"Positive environment."

"Mrs. Stuewe was an incredible teacher for our daughter for two years!"

"I loved the balance of play and academics. I particularly loved the addition of the STEAM room activities this year. My son really enjoyed them."

"Mrs. Spitzer was amazing! My son loves going to her class every week!"

"My daughter loved, loved, loved the experiments!"

**DIRECTOR'S
MONTHLY AGENDA AND REPORT
February 18, 2019**

TAX ABATEMENT ORDINANCES #2019-02 & #2019-03

Enclosed are two tax abatement ordinances that are presented each year at this time. The tax abatements are for bond issues in Series #2010 & #2014, which transfer the debt payments from the Bond Fund to the General Corporate and Recreation budget. Each ordinance should be approved separately and will require a roll call vote. Staff would recommend a motion to approve both tax abatement ordinances.

CLOVER HILLS PARK RENOVATION PLAYGROUND EQUIPMENT PURCHASE REQUEST/BID RESULTS

Enclosed in your packet are recommendation memos for the playground replacement at Clover Hills Park. The bids came in very favorable. Staff is recommending approval of the low bidder, D & J Landscape Inc. in the amount of \$74,136.66 after favorable references were reported.

LIMITED BOND ORDINANCE #2019-04 DAVE PHILLIPS

Dave Phillips will be present to report on the results of the bond sale. The sale of the #2019-04 limited bonds of \$1.6m will finalize the day of the board meeting, Monday, February 18. The district is purchasing its own bonds at a rate of 2.885%. Included in your packet is the bond sale award information and term sheet provided by Speer Financial. Possible capital projects include: Sunset Community Center HVAC and Roof Replacement, Wheeler Maintenance Roof Replacement, Peck Farm Trail Expansion, Playground & Equipment Replacement, Vehicles & Equipment, Building Improvements, Parking Lot Repairs, Park Trail Improvements, etc. Staff would ask for a motion and roll call vote to approve the bond ordinance.

STAFF PRESENTATION

Sarah Sielisch, our Aquatic/Preschool Supervisor will deliver a presentation on Preschool. She will be available to answer any questions the board may have on this program.

COMMUNICATIONS

Board and Staff attended the IPRA/IAPD Conference at the end of January and brought back a number of ideas to incorporate into the operations of our district.

Staff is extremely excited to report that we have been awarded \$400,000 in OSLAD grant funding for the Peck Farm North Master Plan Project. Our first meeting was held last week to begin planning for construction of the path and other park amenities.

A meeting was held with representatives from the UP Railroad to finalize our agreements with them for the Temporary Construction Easement they are requesting.

Staff and Board need to finalize both the Finance and Personnel & Policy Committee meetings.

Carolyn Nagle, long time Executive Director of the Fox Valley Special Recreation Association has announced her retirement effective April 30th of this year. We will miss her strong leadership and dedication to accessibility and inclusion for everyone. As an FVSRA Board Member, I am assisting in the search for a new Executive Director to lead the organization.

Lee Perington, our Attorney for many years, has announced he is retiring from his duties as Registered Agent for the Geneva Park District Foundation. We have transitioned to the Park District's corporate counsel, Ancel Glink, to take on these responsibilities.

Staff is in the process of completing annual full time staff evaluations to be completed by the end of February in preparation for our Personnel & Policy Committee Meeting on February 26, 2019. Pat Lenski & John Frankenthal are on that committee.

Please be on the lookout for your statements of economic interest which need to be filed by May 1st, 2019.

Enclosed in your packets is the board calendar including important meetings, event and continuing education dates.

FUTURE MEETINGS

| | | |
|---|-------------------|---------|
| Personnel & Policy Committee (Pat Lenski & John Frankenthal) | February 26, 2019 | TBD |
| Regular Scheduled Meeting | March 18, 2019 | 7:00 PM |
| Foundation Board Meeting | March 19, 2019 | 7:00 PM |
| Finance Committee – Budget Meeting (Susan VanderVeen & Pat Lenski) | April, 2019 | TBD |

PERSONNEL POLICY MANUAL UPDATE

The District reviews its Personnel Policy Manual once every three years. Enclosed in your packet is a memo outlining the proposed changes and updates. Staff will be available to discuss the proposed changes. Staff would recommend a motion to approve the updated Personnel Policy Manual.

DEERPATH PARK FENCE REPLACEMENT

The fence to the east of Deerpath Park is in disrepair. Enclosed in your packet is a memo outlining the cost and recommendation for the replacement of the fence. Staff would recommend a motion to approve Ideal Fence, Inc., in the amount of \$17,380.00, for the fence replacement.

FEB 2019

SUN

MON

TUE

WED

THU

FRI

SAT

01

02

Parents' Night
Out

03

04

05

06

07

08

09

Super Shuffle
5K

City Council Mtg
@ 7

CAC Mtg 7 PM

Legislative
Breakfast @
Mundelein Park
District

10

11

12

13

14

15

16

Comm of the
Whole Mtg @ 7
School Dist. Mtg
@ 7
Leg. Breakfast @
Rockford PD

Plan Comm Mtg
@ 7

17

18

19

20

21

22

23

Viking Classic
Pickleball
Tournament
Just Dad n' Me
Dance

GPD Board
Meeting @ 7

City Council Mtg
@ 7
HPC Mtg @ 7

Legislative
Breakfast @
Joliet & Berwyn
PDs

Wine, Cheese
& Trees
Fundraiser
Legislative
Breakfast @
Schaumburg PD

24

25

26

27

28

AfterImage Film
Fest Oscar Pre-
Party

Comm of the
Whole Mtg @ 7
Legislative
Breakfast @
Peoria PD

Library Mtg @ 7
Plan Comm Mtg
@ 7

MAR 2019

SUN

MON

TUE

WED

THU

FRI

SAT

01

02

Parents' Night
Out

Legislative
Breakfast @
Buffalo Grove PD

03

04

05

06

07

08

09

Adult Auditions-
Proof

City Council Mtg
@ 7
Adult Auditions-
Proof
Leg. Breakfast @
Tinley Park PD

CAC Mtg 7 PM
Improv Night

Improv Night
Leg. Breakfast
@ Wheaton &
Fox Valley PDs

Mom & Son
Night
Improv Night

10

11

12

13

14

15

16

Comm of the
Whole Mtg @ 7
School Dist. Mtg
@ 7
Leg. Breakfast @
Urbana PD

Spring
Registration Day
Legislative
Breakfast @
Springfield PD

Plan Comm Mtg
@ 7

PH 38 Mary
Poppins Jr
Performance

PH 38 Mary
Poppins Jr
Performance

17

18

19

20

21

22

23

PH 38 Mary
Poppins Jr
Performance

**GPD Board
Meeting @ 7**
City Council Mtg
@ 7

HPC Mtg @ 7
GPD Foundation
Mtg @ 7

PH 38 Mary
Poppins Jr
Performance

PH 38 Mary
Poppins Jr
Performance

24

25

26

27

28

29

30

PH 38 Mary
Poppins Jr
Performance

Comm of the
Whole Mtg @ 7

Library Mtg @ 7
Plan Comm Mtg
@ 7

31

GENEVA PARK DISTRICT

PARKS AND PROPERTIES BOARD REPORT

February 18th, 2019

Operations

- Busy with snow and ice removal. Staff is fine tuning the pretreatment system and preparing for the cold weather, snow and ice.
- Staff is completing general repairs around the shops preparing for spring.
- Staff is also working on tree inventory and documenting the number of trees that are dead or in poor health and preparing a plan to do more removals during winter.
- Staff is getting all the vehicles and trailer inspected at the safety lane, this is required every 6 months.
- Inspecting and going through mowers and other maintenance equipment preparing for growing season.
- When time allows staff is cleaning up and reorganizing shops to prepare for spring.
- As weather permits staff has been pruning and chipping along the bike trails, Fox River Trail and Peck Trails have been completed, next will be the Nicor trail.
- Ice Rinks are up and open to the public. The on and off cold weather is working well for maintaining the rinks, they have been open for about 3 weeks.
- Mowing specifications are complete and bids are out and due March 7th. Staff will review and present to the board for review at March Board meeting.
- Staff is starting to review Contract weed and fertilizing control for possible bid this spring.
- Scheduled Chainsaw training for end of February Cooperative training with the Forest Preserve District.
- Staff has received the proposals for the repair of the fence at Deerpath Park. Proposals will be presented to board for review and approval.

Events

- Staff has completed the set up and break down for the Super Shuffle. Preparing for the Daddy Daughter Dance on February 17th.

Baseball/Softball

- Staff is inventorying materials and equipment for the ballfields and preparing for the start of the season.
- Staff is getting quotes for fencing and backstop repair for this year at, Wheeler and Don Forni Park.

Soccer

- Staff is preparing for spring aerating, fertilizing and over seeding of the fields.

Playgrounds

- Playground replacement planning is continuing. Clover Hills Playground final design is complete and the project was bid. Staff will be presenting bid results to the Board at the February meeting for review and approval.

Facilities

- Staff has completed the conversion of the interior lights at both Peck and Wheeler shops to LED and starting to work on converting exterior security lighting.
- The cold weather resulted in frozen pipes in Mill Creek Pool pump room, staff is working on the repairs and looking at ways to prevent in the future.
- Repaired furnace issues at the Orientation Barn at Peck Farm. Minor freezing of water lines, but no damage after furnace repaired. Staff is reviewing preventative maintenance schedules on furnace to prevent future issues.
- Working on winter pool preventative maintenance, replacing valves, fittings and flanges that are damaged or that have corroded.
- Hand dryers have been installed at Wheeler and Peck operations buildings, staff is moving to the Sunset Pool locker rooms next.
- Getting quotes for the replacement of the pool heater at Mill Creek Pool.

Park Projects

- Preparing for spring, staff has been mulching shrub beds when time and weather allows.
- Staff has completed the roof evaluation at Wheeler and is working on plans for its repair and or replacement.
- The roof on the east green house at Wheeler is scheduled for replacement. Staff is getting proposals from contractors to complete the work this spring.
- Staff is also getting prices on replacing the roofs on the two shelters at Wheeler.

Peck Restrooms

- Construction is under way, Foundations/Frost walls are completed. Contractor is currently working through frost to get the excavation completed and ready for the stone base.

**GENEVA PARK DISTRICT
RECREATION BOARD REPORT
NICOLE VICKERS, CPRP
SUPERINTENDENT OF RECREATION
February 18, 2019**

UPDATE:

I. RECREATION DEPARTMENT UPDATE

January is an extremely busy month for staff, planning for spring and summer brochure programs, staff evaluations and facility/program budgets. Staff has also been busy planning for pool and mini golf facility openings. Registration for major program areas such as the Before and After School, Summer Camp and Swim Lessons occurs in March and April along with early bird pool pass sales.

Winter has arrived! The cold temperatures, snow, and ice storms have presented somewhat of a challenge this year. That being said, staff has done a great job communicating cancellations to participants in a timely manner. Although we cancelled programs during the polar vortex, both fitness centers remained opened and over the course of the two days we serviced over 1,000 people.

PROGRAM HIGHLIGHTS

- a) The Super Shuffle was held on February 3rd with approximately 450 people registered. The weather produced some challenges, however, the staff did a great job addressing concerns. The post-race party was held at the Stephen Persinger Recreation Center which included food, beverages, and games.
- b) Just Dad-N-Me Night - This year's dance was held Sunday, February 17th. Registration was strong and staff hosted another great event with 500 couples in attendance.

II. FITNESS CENTERS

Fitness season is upon us. The January campaign offered 2 months free for all new memberships. You will see in the numbers later in my report, staff has been successful in promoting our fitness centers and continuously looking for unique avenues to attract members.

In addition to acquiring new memberships, staff has remained focused on retention of current members. We feel retention is a direct result of providing a safe, clean and inviting environment along with keeping members motivated and engaged; staff has embraced this concept which in turn has kept the retention numbers strong as well.

III. UPCOMING EVENTS

Special Events:

February 17:

Just Dad ‘N Me Dance - GHS

March 9:

Mom & Son Night - GHS

Trips:

February 21:

The Tiki Terrace – Des Plaines

February 27:

Mama Mia – Oakbrook Terrace

March 5:

Fine Food and Chocolates – Geneva

INFORMATION:

I. SUNSET REPORT

Comparison figures for Sunset Racquetball and Fitness Center are as follows

| SRFC January Totals | | |
|----------------------------|---------------------|---------------------|
| | January 2018 | January 2019 |
| Annual Membership Revenue | \$16,615 | \$15,660 |
| EFT/Ongoing Revenue | \$3,539 | \$5,681 |
| Court Hours | \$754 | \$698 |
| Guests | \$752 | \$753 |
| Monthly Memberships | \$0 | \$0 |
| Racquet Rentals | \$0 | \$0 |
| Vending | \$124 | \$226 |
| Total Revenue | \$21,784 | \$23,018 |

| | January 2018 | January 2019 |
|-----------------------------|---------------------|---------------------|
| Resident SRFC Pre-Paid: | | |
| New | 30 | 26 |
| Renew | 36 | 47 |
| Resident SRFC ONGOING: | | |
| New | 9 | 4 |
| Renew | 3 | 3 |
| Non-Resident SRFC Pre-Paid: | | |
| New | 5 | 3 |
| Renew | 5 | 6 |
| Non-Resident SRFC ONGOING: | | |
| New | 0 | 1 |
| Renew | 2 | 0 |
| New | 44 | 34 |
| Renew | 46 | 56 |
| Totals | 90 | 90 |

| SRFC January Memberships Totals | | |
|--|---------------------|---------------------|
| | January 2018 | January 2019 |
| Total Membership Revenue | \$20,154 | \$21,341 |
| Membership Retention Rate | 87% | 92% |
| SRFC Usage Breakdown | | |
| | January 2018 | January 2019 |
| Members | 5,172 | 5,408 |
| Guests | 188 | 119 |
| Total Usage | 5,360 | 5,527 |

| | | |
|---|------------------|------------------|
| | | |
| Weight room Usage | 4,959 | 5,220 |
| | | |
| Court Usage | | |
| Reserved Court Time | 109 | 86 |
| Walk-on Court Time | 0 | 1 |
| | | |
| Court Percentages | | |
| Prime Time | 35% | 23% |
| Non-Prime Time | 20% | 19% |
| Racquetball | 21% | 14% |
| Wallyball | 5% | 6% |
| SRFC Year to Date Comparison | | |
| | 2017/2018 | 2018/2019 |
| Total EFT/Ongoing Memberships | 100 | 113 |
| Total # of Memberships/Members (excludes Gold) | 565 | 982 |
| YTD Membership Retention Rate | 74% | 86% |
| Total Membership Revenue | \$116,972 | \$121,276 |
| Projected EFT/Ongoing Annual Rev. | \$10,617 | \$17,043 |

II. **SPRC REPORT**

Comparison figures for Stephen D. Persinger Recreation Center are as follows

| SPRC General | | |
|-----------------------------------|---------------------|---------------------|
| | January 2018 | January 2019 |
| Total Membership Revenue | \$47,281 | \$56,011 |
| Memberships | 209 | 254 |
| Track Passes | 201 | 153 |
| Guests | 59 | 271 |
| Monthly Membership Retention Rate | 84% | 93% |

| SPRC Membership Breakdown | | |
|----------------------------------|---------------------|---------------------|
| | January 2018 | January 2019 |
| Resident Gold Pre-Paid: | | |
| New | 13 | 9 |
| Renew | 12 | 9 |
| | | |
| Resident Gold ONGOING: | | |
| New | 5 | 6 |
| Renew | 2 | 2 |
| | | |
| Non-Resident Gold Pre-Paid: | | |
| New | 3 | 5 |
| Renew | 1 | 2 |
| | | |
| Non-Resident Gold ONGOING: | | |

| | | |
|-----------------------------|-----|-----|
| New | 1 | 1 |
| Renew | 0 | 0 |
| | | |
| Resident SPRC Pre-Paid: | | |
| New | 50 | 64 |
| Renew | 62 | 70 |
| | | |
| Resident SPRC ONGOING: | | |
| New | 13 | 21 |
| Renew | 8 | 7 |
| | | |
| Non-Resident SPRC Pre-Paid: | | |
| New | 23 | 30 |
| Renew | 10 | 20 |
| | | |
| Non-Resident SPRC ONGOING: | | |
| New | 6 | 7 |
| Renew | 0 | 1 |
| | | |
| New | 114 | 143 |
| Renew | 95 | 111 |
| Totals | 209 | 254 |

| SPRC Usage Breakdown | | | | |
|---------------------------------|--------------|---------|--------------|---------|
| | January 2018 | | January 2019 | |
| Members | 13,712 | | 14,785 | |
| Guests | 221 | | 271 | |
| Total Usage | 13,933 | | 15,056 | |
| Morning Nursery | 713 | Avg. 26 | 775 | Avg. 29 |
| 12-4 pm Nursery | 370 | Avg. 14 | 331 | Avg. 12 |
| Evening Nursery | 253 | Avg. 9 | 226 | Avg. 8 |
| TOTAL NURSERY | 1,336 | | 1,332 | |
| Open Gym Youth | 1,559 | | 1,068 | |
| Open Gym Adult | 459 | | 620 | |
| SPRC January Totals | | | | |
| | January 2018 | | January 2019 | |
| Annual Membership Revenue: | \$28,987 | | \$34,421 | |
| EFT/Ongoing Membership Revenue: | \$13,234 | | \$17,773 | |
| Monthly Memberships | 1 | \$47 | 0 | \$0 |
| Track Pass | 201 | \$5,013 | 153 | \$3,817 |
| Total Membership Revenue | \$47,281 | | \$56,011 | |
| Kidz Korral Revenue | \$4,329 | | \$4,739 | |
| Birthday Parties | 10 | \$3,310 | 10 | \$4,205 |
| Guest Fees | 59 | \$574 | 271 | \$632 |
| Open Gym Youth | 1,559 | \$2,483 | 1,068 | \$2,976 |
| Open Gym Adult | 459 | \$1,241 | 620 | \$1,101 |
| Vending | \$473 | | \$584 | |
| Total Additional Revenue | \$12,410 | | \$14,237 | |

| SPRC Year to Date Comparisons | | | | |
|--------------------------------------|------------------|-------|------------------|-------|
| | 2017/2018 | | 2018/2019 | |
| Current Memberships/Members | 1,282 | 2,737 | 1,451 | 2,947 |
| Gold Annual | 139 | 337 | 151 | 329 |
| Gold Ongoing | 65 | 169 | 89 | 209 |
| SPRC Annual | 765 | 1,466 | 844 | 1,603 |
| SPRC Ongoing | 313 | 765 | 367 | 806 |
| Track Passes | 598 | | 694 | |
| YTD Membership Retention Rate | 75% | | 81% | |
| Total Membership Revenue | \$307,980 | | \$336,237 | |
| Projected EFT/Ongoing Annual Rev. | \$39,702 | | \$53,319 | |

Please note the above financial numbers strictly reflect renewal income; all new members received the first two months free.

Peck Farm Park Report
Trish Burns
Manager of Peck Farm Park Interpretive Center
February 18, 2019

Natural Areas / Site Management

1. Natural Areas Work: As the weather improves work will begin on the areas of Peck Farm South. V3 will be doing the work with the focus being on removal of invasive plant species. This is a continuation of the work V3 began last year.
2. Natural Area Volunteers: We have recruited a couple of volunteers who are willing to work in the natural areas around the district. One is working in Bennett Park, to remove trash along the river. Two more are working in Wheeler Park to remove Buck Thorn.
3. Burn Permit: We have received the burn permit from the Illinois EPA. As a result, we are planning the burn season for the spring.

Interpretation / Programs

1. Real Raptors: We hosted the Northern Illinois Raptors Association for a public program on January 26. It was a very successful program with over 140 people attending.
2. Summer Programming: We are currently in the thick of planning for summer and look forward to starting summer camps in June. The Butterfly House will open on May 17.
3. Upcoming Events & Programs:
 - Beginning Beekeeping – through March 21
 - Kane County Naturalist – through March 12
 - Slime Time – February 19
 - Winter Playdate – February 20
 - Family Recycled Robot Workshop – February 23
 - Crazy Chemistry – February 26
4. Program report (January):

| 2019 | 2018 | | 2019 | 2018 | |
|------|------|----------------------------------|------|------|-----------------------------|
| 4 | 13 | Family Programs | 79 | 125 | Participants |
| 6 | 6 | Adult Program | 220 | 241 | Participants |
| 10 | 9 | Children's Programs | 64 | 127 | Participants |
| 1 | 0 | Birthday Parties | 45 | 0 | Participants |
| 0 | 4 | Off-site Field Trips – Staff Led | 0 | 125 | Students/teachers/chaperons |
| 0 | 1 | Outreach Programs | 0 | 45 | Participants |
| 0 | 0 | Scout Programs | 0 | 0 | Participants |
| 0 | 0 | On-site Field Trip – Visit Only | 0 | 0 | Participants |

| | | | | | |
|-----------|-----------|--------------------------|--------------|--------------|-----------------------------------|
| 1 | 1 | Community Group Meetings | 35 | 48 | FVAS |
| 4 | 4 | Kids Zone | 235 | 240 | |
| 0 | 0 | Partnered Programs | 0 | 0 | FVAS Star Party |
| 0 | 0 | In-house Meetings (OB) | 0 | 0 | |
| 0 | 0 | OB Rentals | 0 | 0 | |
| 0 | 0 | Picnic Shelter Rental | 0 | 0 | |
| 0 | 0 | 3-Sided Barn Rental | 0 | 0 | |
| 0 | 0 | Facility Rental | 0 | 0 | Includes all buildings |
| 2 | 1 | Special Event | 240 | 140 | Comet Viewing, Bird Program |
| | | Walk in Attendance | 157 | 221 | |
| 28 | 38 | Total Events | 1,145 | 1,312 | Total Tracked Participants |

5. Program Comparison (4-Years)

| 2017 | | 2016 | | 2015 | | 2014 | |
|-------------|--------------|-------------|--------------|-------------|--------------|-------------|--------------|
| Events | Participants | Events | Participants | Events | Participants | Events | Participants |
| 37 | 1145 | 32 | 951 | 40 | 1103 | 25 | 1004 |

MEMORANDUM

TO: Geneva Park District Board

From: Christy Powell, Superintendent of Finance & Personnel

C: Sheavoun Lambillotte, Executive Director

Date: February 18, 2019

RE: Full Time Personnel Manual Update

As a best practice, the full-time personnel manual should be reviewed by our attorneys once every three years. This review allows for updates due to changes in the law as well as an opportunity to clean up and clarify policies. Ancel Glink has reviewed this manual and provided their recommended changes.

A redlined version of the changes is included in your packet. All of the changes recommended by the attorneys have been included. Staff is also recommending a few changes. Most of the changes are clean up to provide a better understanding of our policies. The changes that are substantive are outlined below. Staff would be happy to answer any questions regarding the changes. Staff would ask the board to approve the revised full time personnel manual.

Pg. 14_ 3.0 EQUAL EMPLOYMENT OPPORTUNITY- includes genetic information as a protected category and language concerning reasonable accommodation.

Pg. 21_ 5.0 REFERENCES- includes language that references will be released in accordance with the Illinois Personnel Records Review Act.

Pg. 29_ 7.01 PREGNANCY NON-DISCRIMINATION- expands definition of pregnancy and provides added language of reasonable accommodations. Includes private non-bathroom space for nursing mothers.

Pg. 62_ 20.0 HOLIDAYS- staff is recommending changing the Columbus Day holiday to a floating day holiday.

Pg. 66_ 22.0 PAID SICK DAYS- staff is recommending reducing the number of sick days from 12 to 10 per year and increasing the number of personal days from 1 to 3 per year.

Pg. 69_ 23.0 PERSONAL DAYS- staff is recommending increasing the number of personal days from 1 to 3 per year and decreasing the number of sick days from 12 to 10 per year.

Pg. 70_ 24.0 BEREAVEMENT LEAVE- staff is recommending removing other non-immediate family members at the approval of the director. With the change in additional personal days this should accommodate death of non-immediate family member.

Pg. 84_ 33.0 COMPLIANCE WITH SUPERVISORY DIRECTIVE- per attorney remove board from compliance with a directive policy.

Pg. 93_ 36.02 REVIEW OF DISMISSAL- per attorney remove board involvement with review of dismissal of department heads.



Geneva Park District Personnel Policy Manual

Board Approved 5/2016

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58.0

EMPLOYMENT ACKNOWLEDGEMENT

FACILITY INFORMATION

Sunset Park -Community Ctr and Admin Offices
710 Western Avenue
Geneva, Illinois
(630) 232-4542

Sunset Racquetball and Fitness Center
710 Western Avenue
Geneva, Illinois
(630) 232-7867

Sunset Swimming Pool
710 Western Avenue
Geneva, Illinois
(630) 232-0747

Peck Farm Park
4038 Kaneville Road
Geneva, Illinois
(630) 232-4542

Western Avenue School/Park Gym
1500 Western Avenue
Geneva, Illinois
(630) 262-2226

Stone Creek Miniature Golf Course
101 North Street
Geneva, Illinois
(630) 262-2228

Friendship Station Preschool
Western Ave School
1500 Western Ave
(630)-463-3574

Stephen D. Persinger Recreation Ctr
3507 Kaneville Road
Geneva, Illinois
(630)-232-4501

Maintenance Facility & Greenhouse
Wheeler Park –410 Wheeler Drive
Geneva, Illinois
(630) 232-8670

Peck Farm Maintenance Facility
4064 Kaneville Road
Geneva, Illinois
(630) 208 0475

Friendship Station Preschool
Geneva Middle School South
1415 Viking Dr., Ste. 100
Geneva, Illinois
(630)-262-2213

Harrison Street School/Park Gym
201 Harrison Street
Geneva, Illinois

Mill Creek Pool
39W125 South Mill Creek Drive
Geneva, IL 60134
(630) 232-7640

Playhouse 38
321 Stevens Street
Suite P
(630)-232-4542

1.0 INTRODUCTION

The Board of Park Commissioners welcomes you to the Geneva Park District. We offer our community three resources: quality facilities, quality parks, and professional recreation programs. We believe that the key to a truly great Park District lies in our employees who provide the service that makes our facilities, parks, and programs so outstanding.

The Geneva Park District was organized in 1953 under the Park District Code. The Park District owns or leases a number of park sites. Among the recreational facilities currently operated by the Park District are Sunset Swimming Pool, Geneva Community Center, Sunset Racquetball and Fitness Center, Stephen D. Persinger Recreation Center, Stone Creek Miniature Golf, Western Avenue School/Park Gymnasium, Harrison Street School/Park Gymnasium and Peck Farm Park Interpretive Center and Athletic Complex, Mill Creek Pool, and Playhouse 38.

The Park District is governed by a 5 member Board of Park Commissioners who are local residents elected to serve six-year terms.

The Geneva Park District has prepared this Personnel Policy Manual as a reference guide for its employees. It includes the Park District's basic policies and rules, as well as many benefits which the Park District makes available to its employees. It supersedes all prior manuals, handbooks, policy statements, practices or customs. Please note, however, that these policies do not purport to be all encompassing statements of the Park District's policies, rules and benefits. The Park District may, from time to time, modify, add to or delete policies. Whenever possible, it will give its employees advance notice of changes.

Nothing contained in these policies or any written or oral statement interpreting, explaining, or clarifying these policies is intended to create or shall create an employment contract, either expressed or implied, between the Park District and an employee. An employee (including, without limitation, a Short-Term Employee) has the right to terminate his or her employment at any time and the Park District retains a similar right.

2.0 DEFINITIONS AND CLASSIFICATION OF EMPLOYEES

- 2.01 Park District: The Geneva Park District
- 2.02 Board: Board of Park Commissioners
- 2.03 Director: Director of Parks and Recreation. This position is a full-time, salaried employee.
- 2.04 Department Heads: Department Heads supervise one or more Supervisory and/or Managerial Employees. This position is a full-time, salaried employee. Includes Superintendent of Parks and Properties, Superintendent of Recreation, Superintendent of Finance & Personnel and Manager of Peck Farm Park.
- 2.05 Managerial Employees: Employees who are engaged predominately in executive and management functions and who are responsible for carrying out management practices and policies. This position is a full-time, salaried or hourly employee.
- 2.06 Supervisory Employees: Employees who have supervisory authority over one or more employees. This position is a full-time, salaried employee. Includes Recreation Supervisors, Facility Supervisors, Athletic Supervisors, and Park Foremen.
- 2.07 Regular Employees: Full-Time Employees, other than Department Heads, Managerial or Supervisory Employees, who have successfully completed the introductory period. These employees are paid hourly. Includes Parks Department Employees, Office Secretaries, Custodians etc.
- 2.08 Full-Time Employees: Employees who are regularly scheduled to work 40 hours per work week or 2,080 hours per calendar year. The Director, Department Heads, Managers, Supervisors and Regular Employees are all Full-time Employees. Short-Term Employees are excluded from the Full-Time Employees classification regardless of the number of hours worked.
- 2.09 Part-Time Employees: Employees who are regularly scheduled to work less than 40 hours per workweek per calendar year. Short-Term Employees are excluded from the Part-Time Employees classification regardless of the number of hours worked.
- 2.10 Introductory Employees: During the first six (6) months of employment, all employees are classified as Introductory Employees and are completing a six month probationary period of employment. Introductory employees can be terminated for any reason during this probationary period.
- 2.11 Short-Term (Seasonal) Employees: Employees who are employed for a specific time period or season, part-time or full-time, and for a period not-to-exceed 1,000 hours during a calendar year.

The Park District cannot assure that Short-Term Employees will be rehired in a subsequent calendar year or if rehired, for the same position. Short-Term Employees, including all summer staff, are not considered Full-Time or Part-Time employees for benefit purposes unless specifically stated. College students who are fulfilling their degree requirements are considered short-term employees.

- 2.12 Volunteers: Volunteers are individuals who donate their time to the district without receiving financial compensation. Volunteers shall not be allowed to drive park district vehicles or perform other duties that might be considered hazardous unless authorized by the Director.
- 2.13 Acting Appointments: The Director may assign an employee to perform duties outside his/her regular classification on a temporary basis.
- 2.14 Contractual Employees: Persons whom the Park District contracts with to perform a specific service for a specified period of time. May include instructors, teachers, umpires, consultants, and businesses or facilities that are not owned by the Park District.
- 2.15 Calendar Year: January 1 through December 31
- 2.16 Fiscal Year: May 1 through April 30

3.0 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with state and federal law, we provide equal employment opportunities to all qualified persons. All of our personnel policies and decisions pertaining to hiring, promotion, transfer, layoff, rates of pay, discipline, discharge and other terms and conditions of employment are made and executed without regard to race, color, religion, sex, national origin, citizenship status, ancestry, age, marital status, sexual orientation, physical or mental disability unrelated to ability to perform the job, association with a person with a disability, unfavorable discharge from military service or military status, genetic information or any other category protected by state or federal law.

The Geneva Park District will make reasonable accommodations for qualified individuals with known disabilities and pregnant persons unless doing so would result in an undue hardship to the park District. This policy shall govern all aspects of employment including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about potential discrimination in the workplace are encouraged to bring their concerns to the attention of their immediate supervisor, the Superintendent of Finance and Personnel and/or the Executive Director. Employees may raise concerns regarding potential discrimination or harassment without fear of retaliation. Anyone who engages in unlawful discrimination or harassment shall be subject to disciplinary action, up to and including dismissal.

4.0 PRE-EMPLOYMENT TESTS

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

- 4.01 Pre-Employment Medical Examination: We may require you to be examined by a physician of our choice and at our expense prior to starting employment. This medical examination is necessary to determine if the employee can perform the essential functions of the job offered to him with or without reasonable accommodations on the part of the Park District. The Park District may also require drug testing for applicants who are offered a full-time position based upon the type of position offered. You must consent to the physician disclosing his findings, conclusions and opinions to us. We will not disclose medical records to persons other than the Director, your Department Head and the Superintendent of Finance and Personnel without your consent unless the disclosure of the records are necessary ~~in regard to~~ for legal or insurance matters.

Occasionally, we may also require you to be examined by a physician subsequent to your initial employment, on the same basis as your initial examination, for the purpose of determining whether or not you are fit to perform your duties and the essential functions of the position for which you were hired.

- 4.02 State Conviction Background Check: 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 on a case by case basis. Applicants are not required to disclose sealed or expunged records of corrections. 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 making process.

Criminal background checks will be conducted through the Illinois State Police Bureau of Identification at the Joliet, Illinois division. The background check will be conducted via a modem system. The limitations of the State Police check include 1) the check is limited to

Illinois convictions, 2) following the request, it may take several weeks to receive the record and 3) a criminal conviction report must be reviewed prior to anyone working for the Park District. However, in instances whereby a criminal conviction report is pending and not yet received employees may be offered conditional employment and being begin working for the district contingent on a successful background check. If the employee does not pass the criminal background check after being offered conditional employment and beginning work, the conditional employment offer shall be immediately rescinded and the employment relationship shall be terminated.

~~Background checks are conducted to 1) Protect children and adults from foreseeable harm, 2) Reduce theft and/or property damage, 3) Avoid liability for negligent hiring and 4) Improve public relations.~~

~~In the event that an employee or volunteer commits a crime while on duty, the victim of the crime will often look to the employer of the individual for potential liability. If the individual had a prior history of committing crimes, then the victim will usually claim that the employer should have known that the person was likely to commit another crime, and should not have hired him or her. Therefore:~~

[r1] The Park District shall conduct criminal background checks, following this policy, as a condition of employment or volunteering with the Geneva Park District. However, criminal conviction shall not automatically disqualify the individual from consideration for working for the Geneva Park District. Any conviction will be considered in relationship to the specific position.

The results of the criminal background check will be kept strictly confidential, with only pertinent personnel having access to the results. If the report indicates no conviction, it shall be filed in the employee's personnel file.

A copy of any conviction reports received from the Illinois State Police shall be sent or given to any employee checked that has a criminal record.

Individuals who have a positive record through non-fingerprint background checks wishing to contest their Illinois State Police file may do so through a fingerprint check, which is to be paid for by the employee. This can be arranged through the Illinois State Police Bureau of Identification (815) 740-5184.

- 4.03 Internal Procedure for Criminal Conviction Results: All offers of employment and volunteer work shall be contingent upon the review of the criminal conviction report. ~~When a prior~~

~~criminal conviction is disclosed, the Geneva Park District must be careful to treat similarly situated persons the same.~~^[r2]^[AM3] Many employees or volunteers will be rightfully concerned with their privacy, even though criminal conviction information is public record. The Park District will take reasonable precautions to prevent embarrassment or other damage to the person being checked. The results will be kept confidential between the employee and appropriate Geneva Park District staff.

If the report indicates a conviction was identified, the record will be directed to a committee review consisting of the Director, the Department Head and the Superintendent of Finance and Personnel. The Committee will:

- 1) Verify the name, date of birth, social security number, and the description of the individual given on the report to help determine that the conviction report matches the applicant.
- 2) If the information on the job application matches that in the conviction report the Committee shall check the employee's original application to determine whether "yes" or "no" had been marked for the question "Have you ever been convicted of a misdemeanor or felony crime?"
- 3) The Geneva Park District Director may request additional information, meet with legal counsel, police authorities, or others to determine if further action is necessary.
- 4) Further information or a meeting may be requested with the perspective employee concerning a conviction record. The review committee will consider the relationship of the conviction to the specific job in determining if the employee will be hired or retained.
- 5) ~~If the employee has a conviction on record and is hired, certain safeguards may be instituted. The safeguards may include placing the employee on probation, not allowing the employee to work unsupervised, not allowing the employee to work after normal business hours (8:30 AM – 5:00 PM, Monday – Friday), etc.~~^[r4]
- 6) When a person is disqualified from employment or volunteering because of a criminal conviction, the disqualified person will be notified, in a private meeting, by telephone or by mail.

4.04 Waiver and Release of All Claims Form

Dear Prospective Employee or Volunteer:

All new full-time, part-time and short-term employees, as well as all volunteers, are subject to a criminal background investigation as a condition of employment or volunteer work. The background investigation will be conducted prior to your employment or volunteer work. This procedure checks potential staff and volunteers for criminal convictions relating to inappropriate behavior.

Below is a release form giving your consent to the Geneva Park District to conduct a criminal background investigation. Please sign this consent form, complete the background check form and return both to your supervisor or the Geneva Park District office.

Please read this release carefully and be aware that by agreeing to allow the Geneva Park District to investigate your criminal background, you will be waiving and releasing all claims for damages you might sustain arising out of the criminal background check and review.

I understand that a successful criminal background check is a condition of my employment or volunteerism with the Geneva Park District.

I agree to waive and relinquish all claims I may have against the Geneva Park District and its officers, agents, servants, and employees as a result of participating in the criminal background check.

I do hereby fully release and discharge the Geneva Park District, its respective officers, agents, servants, and employees from any and all claims from damages which I may have or which may accrue to me on account of the results of any aspect of the criminal background check.

I have read and fully understand this Waiver and Release of All Claims form.

Signature Date

Information Needed for the Illinois State Police Background Check

Printed Name: _____

Address: _____

Date of Birth: _____

Sex: _____ → M: Male F: Female U: Unknown

Race: _____ → W: White B: Black A: Asian/Pacific
I: American Indian/Alaskan U: Unknown

Position: _____ Supervisor: _____

Circle One: PAID or VOLUNTEER

- 4.05 Pre-Employment Drug Test: Employees who are required to have a commercial driver's license (CDL) for their position with the Park District will be tested in accordance with the Park District's Drug Free Workplace Act Policy (50.0)
- 4.06 Drivers License Abstract: Although employees are not generally required to have a drivers license as a condition of their employment, any employee who may be expected to drive either his personal vehicle or a Park District vehicle in the course of his normal duties will be required to have a valid ~~drivers~~driver's license with the proper classification for the vehicle(s) the 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 drivers license abstract review from the Illinois Secretary of State's office.
- 4.07 Vehicle Driver Pre-Employment Process: Employees' who will serve as drivers for the District will be required to undergo a more extensive review concerning their driving history. Potential applicants will be interviewed concerning their past driving experience and their attitude regarding defensive driving. Applicants may be asked questions from the Illinois Rules of the Road booklet distributed by the Illinois Secretary of State. In addition, applicant's references listed on their employment application will be checked to verify length of employment, type of work performed and number or work-related motor vehicle accidents, if available. Also, applicants will have their education and past employment verified. Applicants will be required to provide a copy of their driver's license for purposes of obtaining a drivers' license abstract from the Secretary of State.

For out of state applicants or employees, a driver's abstract will be requested from your previous state of residence.

Applicants must meet a minimum age requirement, (21 for bus/van drivers, 18 for all other vehicles) have driving experience, and have a good driving record that meets or exceeds agency standards. All applicants should complete an employment application form providing a summary of education, driving experience, and qualifications. Any false or misrepresented information could lead to the applicant being disqualified or terminated.

Drivers of commercial motor vehicles as well as those employees hired to transport patrons as a function of their job responsibilities will have a pre-placement drug test.

Applicants will be given a vehicle orientation(s) and check ride to review their proficiency behind the wheel of the vehicle they will be driving. During the check ride the

agencies driving policies will be reviewed concerning areas such as, safety as well as introduction to the various driver inspection forms, accident reporting procedures, maintenance and housekeeping procedures, and the requirement that all traffic laws be obeyed.

5.0 REFERENCES

- 5.01 Reference Checks for Prospective Employees: Because many employers are reluctant to provide any meaningful information for reference inquiries, the Geneva Park District requires all applicants to sign a form authorizing the release of information from current and former employers. The Park District may refuse to hire any applicant who refuses to sign the release and authorization. A sample of the Reference Release Form for Prospective Employees is in Section 5.03.
- 5.02 References for Current/Former Employees: It is the Park District's policy to confirm only the dates of a former employee's employment and his/her position with the Park District when a reference is requested. Additional information may be provided if the Park District receives a written inquiry on letterhead from a prospective employer or personnel recruiter and a written release, approved by the Park District, from a former employee. However, the Park District does reserve the right to release any information it deems appropriate in its discretion without an employee's authorization in a manner consistent with the requirements of Illinois law^[15]. All inquiries for references should be referred to the Superintendent of Finance and Personnel. The Superintendent of Finance and Personnel can provide reference release forms when needed. A sample of the Reference Release Form for Current/Former Employees is in Section 5.04.

REFERENCE RELEASE FOR PROSPECTIVE EMPLOYEE
GENEVA PARK DISTRICT
710 WESTERN AVENUE, GENEVA, IL 60134
630-232-4542

AUTHORIZATION TO RELEASE INFORMATION

To: Current/Previous Employer, Schools etc.

As an applicant for a position with the Geneva Park District, I have been asked to furnish information for use in reviewing my background and qualifications. In this connection, I hereby authorize the Geneva Park District to investigate my past and present work, character, education, military and police records to ascertain any and all information which may be pertinent to my employment qualifications. I agree to cooperate in such investigation.

WAIVER AND RELEASE OF ALL CLAIMS

I agree to release from all liability or responsibility all persons and corporations requesting or supplying such information. I further agree to waive and relinquish all claims I may have (or that may accrue to me) as a result of requesting or supplying such information and do hereby fully release and forever discharge all cooperating parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me at any time in the future and arising out of, connected with, or in any way associated with this requesting or the supplying such information.

This authorization shall be valid for three months from the date of my signature below. You may retain this copy of my Waiver and Release of All Claims for your files. Thank you for your assistance.

Name: _____ Date: _____

Signature: _____

Witness: _____ Date: _____

REFERENCE RELEASE FOR CURRENT/FORMER EMPLOYEE

**GENEVA PARK DISTRICT
710 WESTERN AVENUE, GENEVA, IL 60134
630-232-4542**

AUTHORIZATION TO RELEASE INFORMATION

As an applicant for new employment, I have been asked to furnish information for use in reviewing my background and qualifications. In this connection, I hereby authorize the Geneva Park District to provide information regarding my past and present work, character, education, military and police records to ascertain any and all information which may be pertinent to my employment qualifications. I agree to cooperate in such investigation.

WAIVER AND RELEASE OF ALL CLAIMS

I agree to release from all liability or responsibility all persons and corporations requesting or supplying such information. I further agree to waive and relinquish all claims I may have (or accrue to me) as a result of requesting or supplying such information and do hereby fully release and forever discharge all cooperating parties from any and all claims for injuries, damages, or loss that I may have or which may accrue to me and arising out of, connected with, or in any way associated with this requesting or supplying such information.

This authorization shall be valid for three months from the date of my signature below. You may retain this copy of my Waiver and Release of All Claims for your files. Thank you for your assistance.

Name: _____ Date: _____

Signature: _____

Witness: _____ Date: _____

5.05 PRE EMPLOYMENT TELEPHONE REFERENCE CHECK

[r6]

Applicant's Name: _____ Date: _____

Position applied for: _____

Previous Employer(s)

Consider contacting multiple prior employers — i.e. the applicant worked for the last two years for one employer and for 12 years for the prior employer

Company _____

City _____ State _____ Phone _____

Contact Person _____ Title _____

1. Was this person employed by your company? _____ Yes _____ No

2. How long and in what capacity have you known the applicant?

3. Employment dates _____

4. Starting position _____

Rate of pay \$ _____ per _____

5. Last position _____

Rate of pay \$ _____ per _____

6. What was the nature of work and job responsibilities?

7. Please tell me how you would rate him/her in the following areas:

5 = Outstanding 4 = Good 3 = Average 2 = Needs Improvement 1 = Unsatisfactory

Attendance 1 2 3 4 5

Cooperation/teamwork 1 2 3 4 5

Initiative 1 2 3 4 5

Productivity 1 2 3 4 5

Job Knowledge 1 2 3 4 5

Reliability 1 2 3 4 5

Quality of Work 1 2 3 4 5

Compliance w/ policies 1 2 3 4 5

| | | | | | |
|-----------------------|---|---|---|---|---|
| Communication Skills | 1 | 2 | 3 | 4 | 5 |
| Inter-personal Skills | 1 | 2 | 3 | 4 | 5 |
| Creativity | 1 | 2 | 3 | 4 | 5 |
| Attitude | 1 | 2 | 3 | 4 | 5 |
| Adaptability | 1 | 2 | 3 | 4 | 5 |

8. What would you consider to be his/her strengths?

Weaknesses?

9. Would you rehire him/her? ____ Yes ____ No, Why or why not?

10. What was his/her reason for leaving?

11. Do you have additional comments?

Signed By _____ Title _____

Reference Given By _____ Date _____

6.0 CHILD LABOR LAWS: EMPLOYMENT OF MINORS

The Park District complies with all Federal and Illinois Child Labor Laws regarding the employment of minors.

1. All minors under age 16 must have an Employment Certificate 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.
2. 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.
3. Federal and Illinois Child Labor Laws mandate that a minor cannot work the following hours:
 - a. During school hours when school is in session;
 - b. More than six (6) consecutive days in a calendar week;
 - c. Over forty (40) hours in a calendar week and over eight (8) hours a day when school is out;
 - d. Earlier than 7 am and later than 7 pm, except from June 1 to Labor Day, when the minor may work up to 9 pm;
 - e. Over three (3) hours a day when school is in session;
 - f. Over eight (8) hours a day combining school and work; and
 - g. Over eighteen (18) hours in a calendar week when school is in session.
4. An unpaid meal period of at least thirty (30) minutes must be provided to minors no later than the fifth consecutive hour of work.
5. 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.

6.01 Statement of Prospective Employer

The Geneva Park District expects to give employment to _____
Student's Name

as a _____ .
Nature of Employment

Student's Social Security #

_____ hours per day _____ days per week upon receipt of proper employment certificate
required by law.

Date

Signature of Prospective Employer

Title

Geneva Park District
710 Western Avenue
Geneva, IL 60134
630-232-4542

Parent/Guardian Name

Parent/Guardian Address

Student Address (if different from above)

Please bring certified copy of birth certificate and social security card
when you return this form to the school office.

7.0 AMERICANS WITH DISABILITIES ACT FOR EMPLOYEES

The 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 the employee can perform the essential functions of the job with or without a reasonable accommodation. Consistent with this policy of non-discrimination, the Park District will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Park District aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Park District.

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

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact ~~his~~-their department head. The Park District encourages individuals with disabilities to come forward and request reasonable accommodation. If you feel uncomfortable making an accommodation request to your department head or you believe your accommodation request was not properly managed, report your concerns to the Director.

On receipt of an accommodation request, your department head and your immediate supervisor will meet with you 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 and perform the essential job functions of your position.

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

~~What is considered a R~~reasonable accommodation will be determined~~based~~ on a case-by-case analysis. The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the 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.

The ADA does not require the Park District to make the best possible accommodation, to reallocate essential job functions, to create new positions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs, etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she had been discriminated against based on a disability should immediately notify the department head or Director. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

7.01 Pregnancy Non-Discrimination: [r7]The Park District prohibits and does not tolerate discrimination against anyone on the basis of pregnancy, childbirth or medical or common conditions related to pregnancy or childbirth. The 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, 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 the employee is pregnant, considering pregnancy, or experiencing any pregnancy-related ~~problems~~ medical issues which are related to pregnancy or childbirth. 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 - the employee's ability to satisfactorily perform the essential duties of the job in question with or without a reasonable accommodation.

Employees who believe they need a reasonable accommodation to perform the essential functions of their job as a result of pregnancy or childbirth should contact their appropriate Department Head. Employees may be required to provide medical documentation establishing the need for an accommodation or specific job related restrictions, and the estimated length of time for which accommodation is needed.

On receipt of an accommodation request, the Department Head or Executive Director or his or her designee will meet with the employee to discuss and identify the precise limitations and the potential reasonable accommodations available.

What is considered a reasonable accommodation will be based on a case-by-case analysis. Reasonable accommodations for pregnancy, childbirth or medical issues which are related to pregnancy or childbirth may include, but are not limited to the following: more frequent or longer bathroom breaks, breaks for increased water intake and breaks for periodic rest; private non-bathroom space for expressing breast milk and breastfeeding; seating;

assistance with manual labor; light duty; temporary transfer to a less strenuous or hazardous position; the provision of an accessible worksite; acquisition or modification of equipment; job restructuring; a part-time or modified work schedule; appropriate adjustment or modification of examinations, training materials, or policies; reassignment to a vacant position; time off to recover from conditions related to childbirth; and leave necessitated by pregnancy, childbirth, or medical or common conditions resulting from pregnancy or childbirth. The Park District will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, the employee will be advised of their right to appeal the decision by to the Executive Director, whose decision will be final. Accommodation requests may be denied if the accommodation would result in an undue hardship to the employer.

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 or the Director.

8.0 STATEMENT OF INTEGRITY

A Personal Commitment to My Employer and Myself

INTEGRITY: The ability to make a promise and keep it.

By agreeing to the following commitments, I am giving my personal promise to uphold these standards:

- I promise to treat every customer and co-worker as I wish to be treated, with the utmost respect and courtesy.
- I promise to promote goodwill to all customers and co-workers and handle customer concerns personally with a positive attitude.
- I promise to practice productive job behavior, arrive at work on time, and follow all rules, even when unsupervised.
- I promise to do what needs to be done to the best of my ability.
- I promise to uphold the standards and ethics that the Geneva Park District has set for all its employees in regard to respect for property and the use of illegal substances.
- I promise to follow and actively promote all safety rules and regulations.
- I promise to uphold the Geneva Park District's image in regard to my personal grooming habits, dress and language.*
- I promise to conduct myself in a professional manner at all times knowing that as an employee of the Geneva Park District I am often viewed by the public as a representative of the Geneva Park District.
- **Nothing in this Policy shall be construed to prohibit employees from engaging in protected, concerted activities during non-working time (i.e., during authorized break or meal periods). In this regard, it is important to understand that protected, concerted activities generally do not include such communications as threats, harassment in violation of law or Park District policy, communications involving illegal activity, political activity in violation of law or Park District policy, personal commercial ventures, and other activities that are both prohibited by Park District policy and not protected by applicable laws relating to the legal right of employees to engage in protected, concerted activities.**

My signature is as good as my word.

Employee's Signature

Date

Supervisor's Signature

Date

*Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Director for an authorized deviation from this policy. Said request shall include the policy exception requested and include the basis-reasons for said request.

9.0 CHAIN OF COMMAND - SUCCESSION PROCEDURE

In the absence of the Director of Parks and Recreation for whatever reason including vacation, illness, etc., the following personnel shall be in command.

If the subject matter has to do with any general Parks Department business or construction projects then the Superintendent of Parks will be in command.

If the subject matter has to do with any Peck Farm Park business or construction projects then the Manager of the Peck Farm Park Interpretive Center will be in command.

If the matter is related to the Recreation Department programs or facilities, then the Superintendent of Recreation is in command.

If the subject matter is regarding finance or personnel then the Superintendent of Finance and Personnel will make the decision.

If the above personnel are confronted with an unusual task, request, or a major budget issue is at hand, then the person in charge shall contact the President and/or Vice-President of the Park District Board of Commissioners for a final decision-making process.

9.01 Absence of Department Heads: Upon the absence of any Department Head, the next in command shall be a Park Foreman for the Superintendent of Parks, the Superintendent of Parks for the Manager of Peck Farm Park, the Accounts Payable and Payroll Manager for the Superintendent of Finance, and the Superintendent of Recreation shall appoint the next in command for the Recreation Department.

10.0 WORKWEEK AND HOURS OF WORK

The Director, Department Head, Manager or Supervisor generally will schedule your hours. We, ~~however,~~ cannot guarantee a minimum number of hours of work per day or per workweek. Your workweek and hours will be determined as deemed necessary to perform the assigned job functions and tasks.

- 10.01 Director, Department Heads, Managerial, and Supervisory Employees: These full-time employees are paid on an annual salary basis and are not paid overtime for any hours worked over 40 hours. Compensatory time off is possible in some ~~occasions~~ instances with approval of the Director.
- 10.02 Independent Contractors: Independent Contractors are not employees of the Park District, but are individuals with whom the Park Districts contracts on per class or per student basis for a specific period of time for an agreed upon amount.
- 10.03 Regular Employees: These are full-time employees, other than Department Heads, Managerial or Supervisory Employees, who have successfully completed the introductory period. Regular Employees are paid hourly. If Regular Employees work in excess of forty (40) hours per week, they shall be paid at the rate of one and one-half times their computed average hourly rate or may receive compensatory time off within the same pay period (see FLSA, Section 13.0). The Director or the appropriate Department Head must approve overtime in advance. Employees who fail to obtain Department Head approval prior to working overtime shall be paid for any overtime hours worked but may also be subject to disciplinary action up to and including dismissal.
- 10.04 Part-time, and Short-term Employees: Part-time Employees are regularly scheduled to work less than 40 hours per workweek per calendar year. Short-term Employees are employed for a specific time period or season, and for a period not to exceed 1,000 hours during a calendar year. All Part-time and Short Term Employees who work in excess of forty (40) hours per week shall be paid at the rate of one and one-half times their computed average hourly rate (see FLSA, Section 13.0). The Director or the appropriate Department Head must approve overtime in advance. Employees who fail to obtain Department Head approval prior to working overtime shall be paid for any overtime hours worked but may also be subject to disciplinary action up to and including dismissal.

- 10.05 ~~Tardiness~~~~Lateness~~^[r8]: Applies not only to reporting late for work at the scheduled starting time, but also any abuse of the break privileges, leaving early for lunch or returning late, or leaving work before the scheduled quitting time. Employees are expected to report on time and to be engaged in productive work until their scheduled quitting time. If a supervisor observes a problem of lateness with an employee, a discussion of the incident or problem with the employee will occur to attempt to gain employee compliance. If an employee realizes that he/she will be late, he/she should notify his/her supervisor. If advance notice cannot be given, the employee should report ~~in~~ to his/her supervisor upon arrival. If an employee continues a pattern of lateness, the supervisor may make the incident or incidents a matter of record. To do this he/she will need to present a letter describing the details to the late employee for review and his/her signature. If the employee refuses to sign the letter documenting his/her performance deficiencies, the letter shall be marked "refused". This letter then becomes part of the employee's permanent personnel file (see Section 34.0 on Separation from Employment if necessary).
- 10.06 Full Time Employee Informational Meetings: 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. The Geneva Park District will conduct a minimum of two (2) meetings per fiscal year for all full time employees. These meetings will serve as a periodic review of various policies and procedures, training, update of capital projects and the District's Master Plan as well as any other information and as a means to encourage input from staff.

11.0 TIME KEEPING

Hourly employees shall utilize the District's time keeping software, Time Clock Plus (TCP) for recording hours worked. Hourly employees will be given a login ID and password to clock in and out for their assigned shifts. Failure to clock in and out as required may result in disciplinary action up to and including dismissal. Contracted employee must also complete a timesheet or invoice at the end of each pay period or program session.

~~Supervisor's~~Supervisors will have managerial access to TCP to verify and approve their hourly employees hours worked for the designated pay period. Once the Supervisor approves the hourly employees hours, the Payroll Manger will process for payment. Unless otherwise noted, all hours worked should be approved by supervisors by the Monday following the last day of the pay period. All hours worked must have been previously approved by your supervisor.

- 11.01 Payday: You will be paid every other Friday during the calendar year totaling twenty-six pay periods per calendar year, unless that day is a holiday, in which case you will be paid the last business day (Monday-Friday) immediately preceding that day. The payroll period ends five days before payday.
- 11.02 Deductions: All employees working 1,000 hours or more per calendar year will have the following deductions made: Illinois Municipal Retirement Fund (IMRF), Federal Income Tax, State Income Tax, Social Security, Medicare, special deductions as required or requested. All employees working under 1,000 hours per calendar year will have the following deductions made: Social Security, Medicare, Federal Income Tax, State Income Tax, special deductions as required or requested.
- 11.03 Reporting New Employees: The Geneva Park District complies with the Employer's Requirement to Report New Employees by filing a New Hire Reporting Form with the Illinois Department for Employment Security for each new employee. The District's accounting service completes the form for new employees every two weeks during the payroll process and is faxed or mailed to IDES Springfield, Illinois office promptly. Employee information stated on the form includes the employee's name, address, social security number and his/her date of hire.

12.0 COMPENSATION PROGRAM

The Board of Park Commissioners generally reviews the Park District's compensation program annually and any changes made in the compensation program will be established by official action of the Board. Under usual and appropriate circumstances, full-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 pre-determined by the Director. Employees receiving an unsatisfactory performance evaluation are not eligible for any wage increase and may be subject to disciplinary action, up to and including dismissal. The department heads may, at any time during the year, recommend an adjustment to an employee's wage, subject to the Director's approval. All salary and wage decisions are the sole discretion of the Park District.

13.0 FAIR LABOR STANDARDS ACT: OVERTIME & COMPENSATORY TIME

The Park District compensates all employees in accordance with the Fair Labor Standards Act (FLSA) and the Illinois Wage Payment and Collection Act.

13.01 Definitions:

1. Exempt Employee: An employee to whom the overtime provisions of the Fair Labor Standards Act do not apply.
2. Non-Exempt Employee: An employee subject to the overtime provisions of the Fair Labor Standards Act.
3. Workweek: The workweek begins at 12:01 am Monday and ends at 12:00 midnight the following Sunday.

13.02 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. 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. For purposes of overtime calculation, “hours worked” shall not include any form of leave, or other non-working time, whether paid or unpaid. Exempt employees are not eligible for overtime pay.

13.03 Overtime Obligations & Approval: Because of the nature of the Parks and Recreation field and the public services to be rendered, you may be required to work more than your standard 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 the employee’s immediate supervisor is required before any non-exempt employee works overtime. Employees working overtime without approval may be subject to disciplinary action up to and including dismissal.

13.04 Compensation:

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

1. Compensated with pay at the rate of 1½ times the regular hourly rate for all hours worked in excess of forty in a single work week. All overtime hours that do not exceed a total of forty in a work week shall be compensated at straight time pay; or

2. Compensated through compensatory time off at the rate of 1½ hours for each hour worked in excess of forty hours in a single workweek. Compensatory time will be paid at an hour for hour rate when an employee works overtime hours that do not exceed forty in a work week. The maximum compensatory time that may be accrued by an employee is 240 hours (160 hours of actual overtime hours worked). Compensatory time may be taken in lieu of overtime pay if authorized by and arranged in advance with your immediate supervisor. Employees shall be permitted to use (compensatory) time within a 3 month period after issuance ~~provided that~~ and the use of compensatory time does not unduly disrupt the operations of the Park District. Your 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.

13.05 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 the employee, whichever is higher.

14.0 PAYROLL PERIODS & PAYDAY

Park District employees are paid bi-weekly (every other) Friday. If payday is a Park District-recognized holiday, employees will be paid on the preceding working day. Your paycheck will be delivered to your immediate supervisor, who will attempt to give it to you no later than the end of the workday, or will be placed in a pickup box at either ~~GS~~SCC or SPRC. Your paycheck may not be given to anyone other than you without your written consent. Please make arrangements with your immediate supervisor to collect your paycheck if you are not scheduled to work on a payday. If you terminate your employment in the middle of a pay period, you will be paid for the actual hours you worked.

~~IMRF-eligible~~ Employees may be paid by check or through direct deposit of funds to either a savings or checking account at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form from the Superintendent of Finance & Personnel may be obtained and the employee should have his bank complete the form. The completed form must then be returned with a voided personal check to the Superintendent of Finance & Personnel. Due to banking requirements, it may take several weeks for activation of the Direct Deposit. In the event of a lost paycheck, the Superintendent of Finance & Personnel must be notified as soon as possible 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 the employee, the employee must remit the amount of the replacement check to the Park District within 24 hours of the time it is demanded.

15.0 PAYROLL DEDUCTIONS

Automatic payroll deductions will be made for you for federal and state income tax purposes, health insurance deductions, pension contributions and social security tax, and any other item ordered by a court or applicable law. Voluntary deductions may be made for elective programs such as health insurance, tax-deferred retirement plans, credit union accounts, and supplemental life insurance. Please contact the Superintendent of Finance & Personnel for information on payroll deductions. Except as required by law or court order, deductions will not be taken without your written authorization. Deductions required by law include Social Security, Medicare, and federal and state income taxes. Federal or state law determines these deductions. Other involuntary deductions may be made as required by law or court order, such as child support payments and wage garnishments. Also, employees who meet certain hourly requirements will have Illinois Municipal Retirement Fund (IMRF) pension contributions withheld. Please see Section 16.0 for more information on IMRF.

16.0 IMRF PENSION PLAN

16.01 Introduction: Employees who work in Park District positions 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 by contacting the Superintendent of Finance & Personnel.

16.02 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.

16.03 Return of Contributions: You may receive a separation refund of your IMRF contributions when you cease working in an IMRF-qualified position if:

1. You are under age 55 if tier 1 or under age 60 if tier 2, irrespective of length of service;
2. You have less than eight (8) or (10) years of service for tier 1 or tier 2, irrespective of age;
3. You are age 55 or over for tier 1 or you are age 60 or over for tier 2 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.

16.04 Pension: For tier 1 IMRF participants whose date of enrollment is prior to January 1, 2011, 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. For tier 2 IMRF participants whose date of enrollment is on or after January 1, 2011, if you are at least 62 years of age and have ten or more years of service credit, you may be entitled to a reduced retirement benefit. To receive full retirement benefits, you must be 67 years of age or older and have at least ten years of service credit.

16.05 Disability Benefit: 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, at least nine months of service credit within the previous 12 immediately prior to the disability, and you may not be receiving any earnings from any employer.

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

17.0 DEFERRED COMPENSATION PROGRAM

The Geneva Park District participates in Nationwide Retirement Solutions, a deferred compensation program. All full-time and year-round IMRF employees are eligible to participate. Please see the Superintendent of Finance and Personnel for document information provided by Nationwide Retirement Solutions. This program is provided by the Park District, however the Park District does not contribute to the program for the employee.

18.0 INSURANCE

- 18.01 General: We provide insurance benefits to eligible employees. The following is a brief statement of insurance benefits. You are entitled to a more detailed summary plan description or to review plan documents, which are available in the administrative office. In the event there is a conflict between the plan documents and ~~these~~ statements contained in this personnel manual, the plan documents will control. Part-Time (less than 30 hours per week) and Short-Term Employees are not eligible for insurance benefits.
- 18.02 Health Insurance: If you are a regular Full-Time Employee or a part-time employee working greater than 30 hours per week, you and your dependents, not covered under another plan, whom you choose to insure are covered by our group health insurance program after you have worked for thirty (30) calendar days. Group medical, dental and vision plans are available to all full-time employees and their dependents. We may pay a majority of the premiums for covered employees and their dependents. A percentage of the premium may be paid by the employee as per an automatic withdrawal from your paycheck. Insurance benefits and coverage are subject to change from time to time and we will attempt to inform you of changes and options as soon as practical. The Director has the option to waive the 30-day waiting period for all full-time employees. In accordance with the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA), employees leaving the Park District will be offered to purchase the same insurance coverage by paying the monthly premiums for up to 18 months.
- 18.03 Employee Assistance Program: The Park District realizes that personal and work-related problems can affect an employee's job performance, health, family and emotions. To help with these pressures, the Park District has contracted with an independent firm to provide Employee Assistance Program (EAP) services on a confidential basis. The services are available to all full-time employees and their families. There may be instances where your supervisor will require you to go to EAP. Employees that are unwilling to go to EAP may be subject to discipline up to and including termination. Please contact the Superintendent of Finance & Personnel if you would like further information on the EAP.

- 18.04 Worker's Compensation: All employees will receive benefits under the Illinois Worker's Compensation Act if you sustain an injury arising out of or occurring in the course of your employment. As soon as practical, inform your supervisor of the accident. The supervisor must complete the Accident Notification form and receive written statements from the injured employee and any witnesses. The Accident Notification form should be given to a member of the safety committee. A Safety Committee member will submit the information to PDRMA within 24 hours.
- 18.05 Life Insurance: If you are a Full-Time Employee, we provide you with term life insurance after you have worked for thirty (30) calendar days. You are entitled to a more detailed summarized plan description or to review plan documents, which are available in the administrative office. Life insurance benefits and coverage are subject to change from time to time and we will attempt to inform you of changes and options as soon as practical.
- 18.06 Retirement Benefits: We participate in a retirement program for our employees through the Illinois Municipal Retirement Fund (1,000 hours worked or more per calendar year) and Social Security. See IMRF Pension Plan (16.0)
- 18.07 Waiving Health Insurance Coverage: Full-Time staff eligible for insurance benefits that elect not to take insurance, may receive 6 additional personal days in lieu of insurance benefits. The form in Section 18.08 must be completed by the employee and placed in their personnel file if they chose to waive insurance coverage. If this election is made mid-year the personal days for the first year will be pro-rated according to the number of months remaining in the first year.

For situations, where ~~by~~ two or more employees are related to each other and have chosen to be covered together on one employee's insurance plan, thus allowing the other employee(s) to waive the insurance, ~~does not allow the employee(s) who waive the employee who waives the insurance shall not have~~ the option of also receiving the 6 additional personal days.

18.08 Waiver Of Health Insurance Coverage Form:

Must be completed if waiving MEDICAL, DENTAL and VISION coverage

The reason I am not applying for Medical, Dental and Vision Insurance is:

_____ Covered by spouse's group Medical, Dental and Vision plan.

_____ Covered by another Medical, Dental and Vision plan.

_____ Other (please explain): _____

I understand that I am waiving my right to the Geneva Park District Health, Dental and Vision Insurance and I will receive 6 additional personal days off during this calendar year. If this election is made mid-year, the first year's personal days will be pro-rated.

Employee Name: _____

Signature: _____

Date: _____

I understand that medical evidence may be required if I choose to apply in the future and that coverage must be approved by PDRMA prior to becoming effective.

19.0 EMPLOYEE BENEFITS

- 19.01 Payment for Use of Personal Vehicles/Use of Park District Vehicles: The Geneva Park District will reimburse previously approved Full-Time Employees when you are required to use your personal vehicle for Park District purposes. Reimbursement will be predetermined by a monthly car allowance or at the Internal Revenue Service mileage rate. The appropriate form for mileage use will be turned into your supervisor for approval and payment. In order to qualify for payment you must secure prior approval, in writing, from your Supervisor. We may require you to file a copy of your insurance policy or a certificate of insurance issued by your insurance carrier with the business office. In addition, you must notify the Director if your automobile insurance has temporarily lapsed before using your personal vehicle for Park District purposes. The Park District shall provide the Superintendent of parks with an automobile in order to conduct the business of the Park District more readily. An imputed value will be used for calculating the value of personal use as provided by the IRS Employer's Tax Guide to Fringe Benefits. The Executive Director, Superintendent of Recreation, and Superintendent of Finance & Personnel will, as deemed necessary or appropriate by the Executive Director in accordance with Board guidelines, receive a monthly stipend for vehicle expense. No Park District employee may operate a motor vehicle, whether owned by the Park District or by the employee personally, in the conduct of Park District business unless such employee has a valid, current proper classification license to operate motor vehicles in the State of Illinois.
- 19.02 Professional Organizations: All Park District employees are encouraged to join professional organizations related to their work. If you are a Full-Time Employee, Department Head, Managerial, or Supervisory Employee and have completed your introductory period, we may pay your individual dues for membership to an organization if pre-approved. Others will be considered at the discretion of the Director.
- 19.03 Park District Expenses: Policy Governing Reimbursement of Employee and Officer Travel, Meal and Lodging Expenses
- A. Purpose. The Board of Commissioners of the Geneva Park District will reimburse employee and officer travel, meal, and lodging expenses incurred in connection with pre-approved travel, meal, and lodging expenses incurred on behalf of the Park District. Employees and officers are expected to exercise the same care in incurring expenses for official business as a prudent person would in spending personal funds. [The District reserves the right to disapprove](#)

requests for reimbursement of expenses or losses where such requests involve unnecessary expenditures or losses due to an employee's own negligence, losses due to normal wear or losses due to theft unless the ~~left~~theft was due to the District's negligence. "Unnecessary expenditures" are those deemed to be unreasonable and/or those which do not inure to the primary benefit of the District.

B. Definitions. "Entertainment" includes, but is not limited to, shows, amusements, theaters, circuses, sporting events, or any other place of public or private entertainment or amusement, unless ancillary to the purpose of the program or event. "Maximum allowable reimbursement" means the maximum amount that may be reimbursed for travel, meal, and lodging expenses, which is set at the General Services Administration (GSA) daily rates per travel event. "Travel" means any expenditure directly incident to official travel by employees and officers of the Park District or by wards or charges of the Park District involving reimbursement to travelers or direct payment to private agencies providing transportation or related services.

C. Authorized Types of Official Business. Travel, meal and lodging expenses shall be reimbursed for employees and officers of Park District only for purposes of official business conducted on behalf of the Park District, which includes but is not limited to off-site or out-of-town meetings related to official business and pre-approved seminars, conferences and other educational events related to the employee's or officer's official duties. If you are unsure whether an expense is reimbursable, please contact the Executive Director.

D. Categories of Expenses. 1. Airfare and Hotel -Those employees that require airfare and/or hotel for business travel should contact the Superintendent of Finance & Personnel. Employees should not purchase their own airfare or book their own hotel. Instead it must be purchased by the Superintendent of Finance & Personnel so mileage rewards and discounts may be utilized. The Park District will also reimburse baggage fees up to one bag each way, if not already included in the ~~airfare~~airfare.

2. Personal Automobiles –Mileage reimbursement will be based on mileage from the work location office to the off-site location of the official business, not from the employee's or officer's residence. When attending a training event or other off-site official business directly from an employee's or officer's residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is ~~greater~~higher than the employee's or officer's normal commute, reimbursement will be paid based on the differential of

the commute less the mileage of a normal commute to the workplace. An employee or officer will be reimbursed at the prevailing IRS mileage rate. The traveler will only be reimbursed up to the price of a coach airfare ticket if they drive to a location for which airfare would have been less expensive.

3. Automobile Rentals – Travelers will be reimbursed for the cost of renting an automobile including gasoline expense only as provided in this section. Travelers using rental cars to conduct official business are required to purchase insurance through the rental agency. Car rental insurance will cover the vehicle during personal use, e.g., using the vehicle after the conference has ended. Compact or mid– size cars are required for two or fewer employees or officers traveling together and a full– size vehicle may be used for three or more travelers. The traveler must refuel the vehicle before returning it to the rental company.

4. Public Transportation – In the case of local training or official business where an employee or officer chooses to use public transportation, reimbursement for use of public transportation is based on mileage from the agency office to the training site (not from the traveler’s residence), regardless of the transportation method chosen. When attending training or business directly from an employee’s or officer’s residence, no reimbursement will be made if the distance is less than the mileage of a normal commute to the workplace. If the distance is higher than the traveler’s normal commute, reimbursement will be paid at the differential of the commute less the mileage of a normal commute to the workplace.

5. Other Transportation – The traveler should utilize hotel shuttle service or other shuttle services, if available. If none are offered, the use of the most economic transportation is encouraged.

6. Meals- Meal reimbursement is limited to the current U.S. General Services Administration (GSA) regulations in place at the time the expense is incurred. For food, beverage, and incidental expenses employees will receive a per diem. These rates are established by the GSA and are revised annually. Meals provided by the conference or seminar should be deducted from the per diem allowance. Partial reimbursement may be made for departure and return days based on time. You may get the current per-diem rates from the Superintendent of Finance & Personnel. There may be instances whereby the per-diem amount allotted is less than the GSA published rate. Employees that stay within the maximum per diem amount for meals and incidentals are not required to submit receipts upon completion of their travel. If an employee, expends more than the per-diem an employee must submit an Expense Report accompanied by receipts requesting

reimbursement within 3 days to your Supervisor. Any expenditure above the per_diem must be approved by the Director and approved by roll call vote by the Board of Commissioners.

7. Vacation in Conjunction with Business Travel – Employees and officers are permitted to combine personal travel with business travel, as long as they have prior approval from the Executive Director. Any time away from work may be approved and vacation or personal time must be used. Additional expenses arising from such non-business travel are the responsibility of the employee or officer. Any differential in airfare costs related to the different departure and/or arrival dates due to personal travel will be calculated and any cost increases must be reimbursed to the Park District. If the cost of airfare is lower, there is no reimbursement to the employee. In cases where vacation time is added to a business trip, any cost variance in airfare, car rental, lodging and/or any other expenses must be clearly identified on the Travel, Meal, and Lodging Expense Report form and paid by the traveler.

8. Accompanied Travel – With prior approval, employees or officers may be accompanied by a family member or friend on business travel, when the presence of a companion will not interfere with a successful completion of business objectives. However, no expenses attributable to any family member will be reimbursable expenses. All expenses will be calculated as if the traveler were traveling alone, using the minimum costs to the Park District for lodging, meals, and transportation. However, if the attendance of a spouse or family member is ancillary to the employee or official's participation and attendance at certain events, reimbursement for the spouse or family member's reasonable expenses shall be made by the Park District following prior approval by the Executive Director.

9. Parking – Parking fees at a hotel/motel will be reimbursed only with a receipt.

10. Entertainment Expenses - No employee or officer of the Park District shall be reimbursed for any entertainment expense, unless ancillary to the purpose of the program, event or other official business.

E. Approval of Expenses.

1. Expenses for Members of the Board of Commissioners. All travel, meal, and lodging expenses incurred by any member of the Board of Commissioners must be approved by roll call vote at an open meeting of the governing board or corporate authorities of the local public agency.

2. Expenses for Officials or Employees Other than Members of the Board of Commissioners. Travel, meal, and lodging expenses incurred by any official or employee not covered by

paragraph E.1 (member of the Board of Commissioners) that is in excess of the maximum allowable reimbursement, as defined in Section B of this policy, must be approved by roll call vote at an open meeting of the Board of Commissioners.

3. Other Expenses. All other expenses that do not fall within paragraphs E.1 or E.2 are subject to the Executive Director's approval.

F. Documentation of Expenses. Before an expense for travel, meals, or lodging may be approved under Section E of this Policy, the following minimum documentation must first be submitted, in writing, to the Executive Director on a Travel, Meal, and Lodging Expense form: (1) an estimate of the cost of travel, meals, or lodging if expenses have not been incurred or a receipt of the cost of the travel, meals, or lodging if the expenses have already been incurred; (2) the name of the individual who received or is requesting the travel, meal, or lodging expense; (3) the job title or office of the individual who received or is requesting the travel, meal, or lodging expense; and (4) the date or dates and nature of the official business for which the travel, meal, or lodging expense was or will be expended. All documents and information submitted under this Section are public records subject to disclosure under the Freedom of Information Act.

G. Travel, Meal, and Lodging Expense Report Form. The Park District hereby adopts as its official standardized form for the submission of travel, meal, and lodging expenses the Travel, Meal, and Lodging Expense Report form attached hereto and incorporated herein as Attachment 1.

**GENEVA PARK DISTRICT
TRAVEL, MEAL AND LODGING EXPENSE
REIMBURSEMENT FORM**

Name of Official or Employee: _____

Title/Position of Official or Employees: _____

Name and Date of the Activity/Event: _____

Check Number (if applicable): _____

Credit Card Receipt Number (if applicable): _____

Description of the purpose of the expense:

Reimbursement Expense (Estimated Costs or Actual Costs with receipts, if applicable):

Mileage: _____

Meals: _____

Parking: _____

Hotel/Lodging: _____

Car rental: _____

Airfare: _____

Other Transportation (bus, train, taxi, shuttle, etc): _____

Employee's/Officer's Signature: _____

Date: _____

Executive Director's Authorization: _____

Date: _____

ATTACH ALL RECEIPTS IF APPLICABLE

19.04 Participation in Programs and Use of Facilities:

If you are a Board Member or Full-Time Employee, you, your spouse, and your children that are 21 years or younger or full-time students who reside in your home, may participate in Park District programs at a reduced charge under the general guidelines established for each facility and recreation program, provided that no one in the general public is displaced. Any full-time employee or family member will not count as a number toward the minimum for a class or program to take place. Any exceptions will be listed in the sections that follow.

Permanent Part-time staff currently working 15 hours or more on the average per week are eligible to sign up for programs at a 50% discount off the appropriate fee dependent upon residency status. Permanent Part-time staff currently working 15 hours or more on the average per week will be allotted a \$75.00 total allowance per season for registration at a 50% discount for spouses and any dependents that are 21 years or younger or full-time students who reside in your home. Any discounted registrations for part-time employees or their family members will not count as a number toward the minimum or maximum for a class or program to take place. This benefit for permanent part-time employees or family members does not apply to the following programs: Contractual Programs, Pre-School, Kids Zone, Day Camps, Team Gymnastics and Dance Company, Adult Athletic Leagues, or Trips. All requests must be submitted to the Superintendent of Recreation. The Director may only make exceptions to these guidelines.

A. Cooperative Programs:

Defined as those programs in which the Geneva Park District, along with one or more governmental or not-for-profit groups, provides a recreational activity.

Charges: As determined by the Superintendent of Recreation per general discounts described above. This discount applies to Full-time staff, commissioners, permanent part-time staff and their afore-mentioned family members.

B. Adult Athletic Programs:

Defined as those team sports in which the employee participates as a team member.

Charges: The team, upon submitting the team roster, is required to pay the regular registration fee, less any fee that may be charged for the Full-time employee's or commissioner's participation on that team. This discount does not apply to family members.

C. Contractual Programs and Trips:

Defined as those programs in which the Geneva Park District contracts with a profit making organization or programs paid on a per participant basis such as, All Star Sports, Martial Arts, or Young Rembrandts classes, and any trips, etc.

Charges: The Full-time employees, board members or their afore-mentioned family members are required to pay the amount that is contracted with the organization for each participant.

D. Sunset Racquetball & Fitness Center, Stephen D. Persinger Recreation Center:

Upon request, the Geneva Park District will issue memberships to the Sunset Racquetball and Fitness Center and Stephen D. Persinger Recreation Center as follows: 1) All Full-Time staff, commissioners, their afore-mentioned family members and all current fitness facility staff may receive an annual membership at no charge. This includes any Court fees or nursery services. Fitness facility staff may only get a membership at the facility which they work. Fitness facility staff is defined as customer service staff, child care staff and weekend and evening custodians only. 2) All other Permanent Part-time employees who work 15 hours or more on the average per week may receive an annual membership at a 50% discount at the resident rate. 3) Summer short-term employees may receive a specific summer membership at a discounted rate. All memberships are subject to the following provisions: 1) Employees who wish to receive a membership must complete a membership application and return it to the Superintendent of Recreation or Facilities Supervisor, 2) All memberships issued under this policy receive regular membership privileges and are subject to all rules, regulations, and fees surrounding the use of Sunset Racquetball and Fitness Center and Stephen D. Persinger Recreation Center. 3) Guest Fees must be paid by employees, board members and their guests if applicable. 4) All members who receive their membership as a “benefit” should refrain from using the facility during busy times. (Example: Between 5:00 – 7:00 PM, Monday through Thursday, January through March). 5) When employment is terminated, employees may either cancel their membership or pay the remaining balance of the annual membership at a prorated rate.

E. Sunset Pool:

Upon request, the Geneva Park District will issue summer memberships to the Sunset Pool as follows: 1) All Full-Time employees, commissioners and their afore-mentioned family members can receive an individual or family membership depending on the individual need at no charge. 2) All current pool employees can obtain a complimentary individual pool pass or purchase a regular rate family season pass minus the regular rate individual pool pass. 3) All, Part-Time and Short-term employees who are presently working during the pool season and work a minimum of

15 hours per week may purchase an individual or family season pass, at the regular (not Early Bird) resident rate minus a \$15 discount. Part-Time and Short-term employees must have approval from the Facilities Manager or Superintendent of Recreation prior to obtaining this discounted membership. 4) All of the above must complete the required registration forms and must use the photo I.D. system when entering the swimming pool. 5) All fees and discounts are subject to change without prior notice by the Board of Commissioners and/or the Director of Parks and Recreation.

F. Miniature Golf Course:

All Full-Time employees, Commissioners and their afore-mentioned family members can play miniature golf at no charge. All currently-employed miniature golf attendants (family members not included) may play miniature golf at no charge. Discounts do not apply to any other employees. Price subject to change at the discretion of the Director or Board of Commissioners.

G. Discount Purchases:

All Commissioners and Full-time employees currently working for the Geneva Park District are entitled to discounts on any purchases made at the Sunset Racquetball and Fitness Center's Pro Shop. All discounts are subject to the following provisions: 1) Only present employees and commissioners can make discounted purchases. This benefit does not include family members or friends. 2) Discounts will be cost plus 10% on all items and tax must be paid on all purchases. 3) Purchases can only be made from the fitness center staff or Superintendent of Recreation. No other employee is allowed to sell any item at employee discount rates and no one is allowed to purchase items for themselves. 4) Anyone misusing this privilege will have it revoked. 5) This policy subject to change without prior notice at the discretion of the Director or Board of Commissioners.

H. Concession Stand Sales Discount:

Present Full-Time employees, employees of the miniature golf course and pool, and members of the Board of Commissioners of the Geneva Park District are entitled to discounts on purchases made at the Park District's concession stands. Miniature golf and pool staff may only receive employee discounts at their place of employment. All discounts are subject to the following: 1) The Superintendent of Recreation or Facilities Manager will establish "employee prices" prior to the seasonal opening of the concession stands, 2) These prices will be less than the current general public price but not less than the purchase price, 3) Only present employees can make these discount purchases and this benefit does not include family members or friends, 4) Any

employee who purchases concession items at a discount for another individual will have this privilege revoked, 5) This policy is subject to change without prior notice at the discretion of the Director or Board of Commissioners.

- 19.05 Continuing Education, Training and Tuition Reimbursement: We encourage full-time employees to participate in training programs, conferences and seminars to obtain or maintain certification and enhance their professional skills. If you are interested in participating in such programs, tell your Department Head. With the Director's permission and subject to Board guidelines and current budget, you may participate in the program without losing any pay and at our expense, as long as it relates to our activities and does not interrupt our programs and efficiency.

We may offer a college tuition reimbursement program for classes related to your position to Full-Time Employees. All tuition reimbursement requests must be submitted at budget preparation time for the following year. All reimbursements are subject to the employee maintaining a satisfactory Grade Point Average of at least a "C". Employees who do not maintain a satisfactory grade point average of "C" or higher shall not be entitled to reimbursement. Employees who leave the employment of the Park District within one (1) year of obtaining reimbursement under this policy shall be obligated to reimburse the Park District for all tuition reimbursement received in the twelve (12) month period preceding the termination of employment as determined by the Director.

- 19.06 Personal Use of Park District Property: Employees are prohibited from taking or using any Park District supplies, materials or tools without the approval of the Director, or a Superintendent. The use of equipment and facilities is not for the personal gain of the employee. Equipment, tools, and facilities must be returned or left in the condition that they were in before your use. Employees will be held responsible for all financial burdens due to damage to supplies, materials, tools, equipment, or facilities. If these guidelines are not followed, the person or persons not doing so may be denied these privileges or subject to disciplinary action. Vehicles and mowers of the district are not available for use after hours.
- 19.07 Kane County Teachers' Credit Union: Full-time employees are eligible to open an account at this credit union.
- 19.08 Suggestion System: Employees who have suggestions for the improvement of services, reduction of costs, improvement of safety or training, or other related programs or plans, are

encouraged to discuss their suggestions with their immediate supervisor. In some cases, the supervisor may choose to bring that suggestion forward. All suggestions are considered and when warranted implemented. Particularly meritorious suggestions may be recognized with special awards and or recognition in their employee file as recommended by the Director.

19.09 Nursing Mothers in the Workplace:

In compliance with the Nursing Mothers in the Workplace Act (Public Act 92-0068), the District is committed to the adoption and implementation of this Nursing Mother in the Workplace Policy, which will be enforced for all applicable employees. The District recognizes the importance of nursing and supports the accommodation of mothers who choose to continue breastfeeding, nursing or expressing milk after their return to work.

A. Request for Accommodation

At least four weeks prior to returning to work after maternity leave, the employee should notify their direct supervisor that she will continue nursing following her maternity leave of absence. The employee's direct supervisor will work with the applicable department head and the Superintendent of Finance to take the necessary steps to ensure that accommodations are made prior to employee's return to work.

B. Accommodations and Schedule Adaptation

1. Accommodations for nursing expire one year from the date of birth of the child. If the mother discontinues nursing, the employee is obligated to notify her direct supervisor immediately. Failure to notify the supervisor upon discontinuing nursing and continuing to utilize the accommodations and/or schedule adaptation would be considered a policy violation subject to appropriate employment sanctions.

2. A nursing employee shall be allowed a flexible schedule to express breast milk for her infant child as long as the time allowed does not unduly disrupt the operations of the employee's department. The time allowed generally should not exceed the normal time allowed for lunch and breaks. Break time must, if possible, run concurrently with any break time already provided to the employee. For time above and beyond normal lunch and breaks, the employee may request use of available accrued paid time off, or she

may start work earlier or leave work later, with the approval of her direct supervisor and the applicable department head. All requests for time above and beyond normal lunch and breaks are subject to approval of the employee's direct supervisor and the applicable department head based on operational needs of the employee's department and the District.

C. Privacy Accommodations and Designated Lactation Space

The District will make a reasonable effort to provide a clean, lockable private room (not a toilet stall or public restroom) or other location, in close proximity to the work area, where an employee can express milk privately. The room should have a chair and accessible electrical outlets for an electric breast pump and, if possible, a small table. A clean water source for washing hands and rinsing out any nursing equipment must be available; a restroom or break room with a sink does satisfy this requirement. It is the employee's responsibility to keep the location clean after each use and remove any personal items.

D. Nursing Child

Bringing a child to the workplace is not recommended. However, a mother may elect to nurse her child during her scheduled breaks in the designated private area. The mother will make the necessary arrangement with her direct supervisor and child care giver. The child care giver will meet at the designated location and time. It is important that these scheduled times do not disrupt the operations of the department or the District. It is the employee's direct supervisor's discretion to determine if disruptions are occurring and, after review with the department head and Superintendent of Business, may recommend terminating the direct nursing of the child and provide accommodations for pumping only.

E. Storing Breast Milk

Breastfeeding women will provide their own containers and can provide their own storage unit such as small ice chest or thermos from home. If breast milk is stored in a

common refrigerator, the mother should provide their own container which is labeled with their name and placed on the top shelf of the refrigerator, not in the door. It is the employee's responsibility to remove expressed milk at the end of each day.

20.0 HOLIDAYS

If you are a regular Full-Time Employee, you are entitled to the following days off as “holiday time off:

New Year’s Eve Day

New Year’s Day

Friday before Easter

Memorial Day

Fourth of July

Labor Day

Columbus Day (floating holiday)

Thanksgiving Day

Friday after Thanksgiving

December 24th

December 25th

The Columbus Day holiday has been designated as a floating holiday. A floating holiday allows you to substitute the Columbus Day holiday with an alternate day, typically taken on a day of your choice within the calendar year. A floating holiday is subject to scheduling in advance and approval by your supervisor. Unused floating day holidays may not be carried over to the next calendar year or are not paid out upon termination.

Days off that fall on a weekend will be observed on the previous or following workday as scheduled by the administrative office. If you are an hourly paid Full-Time Employee, we will pay you a day’s wage based on your regular hourly pay for holiday time off and will pay you 1 and 1/2 times your regular hourly rate for each hour you work on days listed above. If you are a salaried Full-Time Employee and we require you to work on a day listed above, we will give you a day off as a substitute.

21.0 VACATIONS

Full-Time Employees are eligible for vacations according to the following guidelines and schedule presented below.

- 21.01 First Year of Employment: Employees are not eligible to use vacation until six months of service to the Geneva Park District has been completed. The vacation period will be January 1 through December 31. During the first year of employment the employee will earn .83 days of vacation per month (10 days annualized). Upon completion of one year of service, the employee will continue to earn .83 days per month through December 31st. Those days earned through December 31st must be taken by January 31st of the next year. Beginning the January 1st following their 1-year anniversary, the employee will have 11 days of vacation available on a prorated basis. January 1st will then become the employee's new anniversary date. Changes to this policy can be made only by approval of the Director or the Board of Commissioners.

- 21.02 Schedule:

| <u>COMPLETED LENGTH OF SERVICE</u> | <u>ANNUAL LEAVE</u> | |
|------------------------------------|---------------------|-------------------------------------|
| 1 year | .83 day per month | |
| 2 years | 11 days | (.92 day per month) |
| 3 years | 12 days | (1 day per month) |
| 4 years | 13 days | (1.08 days per month) |
| 5 years | 15 days | (3 weeks) (1.25 days per month) |
| 6 years | 16 days | (1.33 days per month) |
| 7 years | 17 days | (1.42 days per month) |
| 8 years | 18 days | (1.5 days per month) |
| 9 years | 19 days | (1.58 days per month) |
| 10 years | 20 days | (4 weeks) (1.67 days per month) |
| 20 years | 21 days | (1.75 days per month) |
| 21 years | 22 days | (1.83 days per month) |
| 22 years | 22 days | (1.83 days per month) |
| | 23 years | 23 days (1.92 days per month) or 20 |

| | | |
|------------|---------|--|
| 24 years | 24 days | days & 3 days pay (2 days per month) or 20 days & 4 days pay |
| 25 years + | 25 days | maximum (2.08 days/month) or 20 days & 5 days pay |

21.03 Requirements for Vacation: All requests are subject to the approval of your Department Head and the Director and will be granted in order of department seniority. Vacation is encouraged to be taken in units of at least one work week at a time. You should submit a written request for vacation time off to your Department Head at least two weeks in advance. If you desire to take two (2) or more weeks of continuous vacation, you must submit a written request to the Director at least thirty (30) days in advance. During the months of May, June, July, August and September, no vacations will be granted in excess of 10 consecutive working days without approval from the Director. The Department Head or Director may require you to reschedule your vacation if the Department Head or Director determines that your presence is necessary for the efficient or safe operation of the Park District. Two people from each department must always be scheduled to work. All vacation time must be used before January 31 of the following year or be lost. If a holiday occurs during an employee's vacation, that holiday is not counted as a used vacation day. If an employee is sick during scheduled vacation time, no adjustment will be made unless hospitalization is required. Days hospitalized will not be counted against the employee's vacation. Verification of hospitalization is required upon return to work.

21.04 Vacation Pay: Vacation pay is based upon your regular forty (40) hour rate of pay or rate of salary. Once an employee has completed 23 years of service, that employee may be able to have 23 vacation days or 20 vacation days and the equivalent of 3 days pay. Examples include: 24 years of service equal 24 vacation days or 20 vacation days and 4 days pay. The maximum anyone can receive is 25 days vacation or 20 days vacation and 5 days pay. The payment in lieu of vacation days will be paid at the end of the calendar year (December). Vacation and payment can be determined at the discretion of the Director and/or Board of Commissioners. Federal and state tax deductions will be applicable to all payments.

- 21.05 Failure to Return to Work: If you fail to return to work without verification and approval from the Director following the end of an approved vacation we may consider you to have voluntarily resigned your position with the Park District effective immediately. .
- 21.06 Vacation Credit for Prior Service: If you are a new employee, the Director or Board of Commissioners may give you vacation credit for service with other Park Districts or similar governmental or recreational employers. In order to qualify, the Director may require you to submit written verification of the dates of your employment with prior employers.
- 21.07 Treatment of Unused Vacation Days: If vacation days are not taken before January 31 of the next calendar year, they are lost. Upon dismissal, resignation, or retirement vacation days will be paid to the employee on a prorated basis dependent upon the date employment is terminated. The employee's current hourly wage or salary will be used in calculating the final payout. Example: If employment is terminated in June, the employee will have worked six out of twelve months of the year. The employee will then be paid for up to one-half of his/her total vacation days minus any days already utilized.

22.0 PAID SICK DAYS

22.01 Full-time Employees: If you are a Full-Time employee you are eligible for one-half paid sick day per month for your first twelve months of service. Starting with the second year of service you will earn ~~one~~ .83 sick day per month. You may use sick days for absences due to your illness or injury or to care for your spouse, domestic partner, your parent or your child. In addition, you may use a limited number of sick days each year (equal to the amount of paid sick leave an employee can accrue and use for his own health condition in six months of employment) to care for the following family members which includes your sibling, your mother-in-law, your father-in-law, your grandchild, your grandparent, and your step-grandparent. At the discretion of the Executive Director additional sick days may be approved. Any sick time used for family members may require documentation from a physician or health care provider.

Although employees are encouraged to make doctor and dentist appointments during non-working hours, paid sick days may also be used for doctor/ dentist appointments for yourself or the aforementioned family members. Sick leave may not be used as vacation time. A half-day is a minimum sick day unit that may be taken.

In order to receive sick pay, you or a member of your family must notify your supervisor of your absence at least 1/2 hour before you are scheduled to start work. If you are away from work for three (3) or more consecutive days you may be required to provide documentation from your physician or other health care provider confirming your illness or injury, your fitness to return to work, and your ability or inability to perform the essential functions of your position. If your immediate supervisor has reason to suspect abuse of this sick day policy your immediate supervisor may require you to provide such documentation for time away from work of less than three (3) consecutive days.

Failure to comply with this policy or abuse of this policy may result in disciplinary measures, up to and including discharge.

Upon layoff, ~~dismissal~~, [rm10]-resignation or retirement, an employee is entitled to 50% of a day's compensation, at the employee's present rate, for every day accumulated in his/her sick day bank up to a maximum of forty-five (45) paid days.

Upon retirement, an employee has the option to convert unused, unpaid sick days into service credit for the Illinois Municipal Retirement Fund (IMRF). Service credit is earned at the rate of one month for every 20 days of unused, unpaid sick days or a fraction thereof not to

exceed 240 days (one year). The effective date of pension must be within 60 days of the employee's termination/retirement.

22.02 Preschool Teachers and Aides: Permanent part-time Preschool teachers and aides are eligible for a pre-determined number of paid sick days each school year. The number of days is to be included in the employee's preschool employment contract and job description. Sick days may be used for absences due to your illness or injury or to care for your spouse, your domestic partner, your parent or your child. In addition, you may use a limited number of sick days each year (equal to the amount of paid sick leave an employee can accrue and use for his own health condition in six months of employment) to care for the following family members which includes your sibling, your mother-in-law, your father-in-law, your grandchild, your grandparent, and your step-grandparent. Any sick time used for family members may require documentation from a physician or health care provider.

A half-day is a minimum sick day unit that may be taken. These days do not accumulate from year to year and are lost at the end of the school year.

In order to receive sick pay, you or a member of your family must notify your supervisor of your absence at least 1/2 hour before you are scheduled to start work. Your Supervisor or the Director may request you to submit a doctor's statement verifying the illness or injury. Sick days may only be used for work at preschool; not for any other position the employee may have with the Geneva Park District.

Employees will not be reimbursed for any unused sick days if the employee resigns or is terminated during the school year. Any additional days off due to illness will require a deduction in the employee's salary based on the number of additional days the employee is absent from preschool.

22.03 Senior Coordinator: The permanent part-time Senior Coordinator is eligible for a pre-determined number of paid sick days each calendar year. The number of days is to be included in the employee's employment contract and job description. Sick days may be used for absences due to your illness or injury or to care for your spouse, your domestic partner, your parent or your child. In addition, you may use a limited number of sick days each year (equal to the amount of paid sick leave an employee can accrue and use for his own health condition in six months of

employment) to care for the following family members which includes your sibling, your mother-in-law, your father-in-law, your grandchild, your grandparent, and your step-grandparent. Any sick time used for family members may require documentation from a physician or health care provider.

A half-day is a minimum sick day unit that may be taken. These days do not accumulate from year to year and are lost at the end of the calendar year.

In order to receive sick pay, you or a member of your family must notify your supervisor of your absence at least 1/2 hour before you are scheduled to start work. Your Supervisor or Director may request you to submit a doctor's statement verifying the illness or injury. Sick days may only be used for work as the Senior Coordinator; not for any other position the employee may have with the Geneva Park District.

Employees will not be reimbursed for any unused sick days if the employee resigns or is terminated. Any additional days off due to illness will require a deduction in the employee's salary based on the number of additional days the employee is absent from work.

23.0 PERSONAL DAYS

- 23.01 Eligibility: If you are a Full-Time Employee and have completed your introductory period, you may take ~~one-three~~ (13) paid personal dayss each calendar year. A personal day can be taken in one-half day minimums. A personal day may not be used in conjunction with vacation days unless approved by the Director.
- 23.02 Request for Personal Day: Except for emergencies, a personal day must be requested at least 1 days in advance of the desired date and is subject to approval by your immediate supervisor and the director.
- 23.03 Treatment of An Unused Personal Day: You must use the personal dayss before the end of each calendar year. You will not be paid for an unused personal dayss and you may not carry over any paid personal dayss to the next year. Upon termination or resignation, an unused personal day is lost.

24.0 BEREAVEMENT LEAVE

You may be off work for up to three (3) working days in the event of a death in your immediate family. The Director may approve a longer leave depending upon the circumstances. If you are a Full-Time Employee and have completed your introductory period, you are eligible for leave with pay. We ask that you inform your Supervisor when you intend to be absent because of a death. For purposes of this section, “immediate family” means your spouse, civil union partner, child, parent, brother, sister, grandparent, grandchild, parents-in-law, brothers-in-law, sister-in-law and legal guardians. ~~The Director may approve a leave for a longer period or may approve for others than “immediate family.”~~ Upon returning to work, proof of death and relationship to the deceased may be required.

25.0 JURY DUTY

You are eligible for leave in the event that you are called for jury duty. If you are a Full-Time Employee and have completed your introductory period, we will pay you the difference between the amount you receive for each day's jury service and your regular wage for each day you would ordinarily have been scheduled to work, up to a maximum of (10) working days. In order to receive pay from the Park District employees eligible for pay must submit a copy of the check received for jury duty to the Superintendent of Finance and Personnel before the Park District will pay the difference. All employees must provide written notice, supported with appropriate documentation of jury duty (e.g., the jury duty summons), to their immediate supervisor as promptly as possible, before reporting for jury duty. During jury duty, and as promptly as possible, employees must inform their immediate supervisor as to the expected duration of the jury duty. Following jury duty, all employees must provide the Park District with appropriate documentation evidencing the length of their jury duty.

26.0 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.

Pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA), the Illinois Military Leave of Absence Act, the Public Employee Armed Services Rights Act, and the Local Government Employees Benefits Continuation Act, leaves of absence without pay shall automatically be granted for all employees who are called or volunteer for military service, including training duty in the Army Reserves a reserve component of the United States Armed Services, including the National Guard, and the Illinois State Militia. During such leave, the employee's seniority and other benefits shall continue to accrue. In addition:

- a. During leaves for annual training, the employee shall continue to receive their regular compensation as a Park District employee;
- b. During leaves for basic training, for up to 60 days of special or advanced training or encampments, and for any other training or duty required by the United States Armed Forces, the employee shall receive their regular compensation, minus the amount of their base pay for military activities. If eligible, the employee will receive the difference between their regular salary and base military pay. Employees should retain their military pay vouchers. Upon return, employees must furnish official proof of pay during their tour of duty in order to receive pay from the Park District;
- c. For any member of the Illinois National Guard or any member of any branch of the Armed Forces Reserve who is placed on active duty status, the employee shall have the following rights and benefits preserved and protected:
 - i. The provision of insurance coverage and its automatic continuation immediately upon return to employment status with the Park District; and
 - ii. The right to any promotional, employment, contractual, or salary benefits, or pension rights and benefits that accrued while the employee was on active duty status.

An employee who is drafted or ordered into the military service shall be entitled to return to his/her former position at the current rate of pay with no loss in seniority and benefits, providing said employee returns to work within ninety (90) days of discharge from military

service. Seniority shall accrue while in the service on active duty.

An individual returning from initial active training duty is entitled to reemployment if the following conditions have been met:

- a. Reservist was called for initial active duty training for at least twelve (12) weeks and was called to active duty for at least ninety (90) days; and/or
- b. Reservist applies for reemployment within thirty-one (31) days after release from active duty for training after satisfactory service or from discharge from hospitalization from military injury, provided it is less than one year after scheduled release from duty.

Employees granted a leave of absence for participation in training with the Army reserves or National Guard need not apply for reemployment, but must report to work at the beginning of the next scheduled working period, unless prevented by circumstances beyond the employee's control. If the employee does not report to work, he/she may be subject to progressive discipline, but does not forfeit entitlement or reemployment.

If possible, employees must provide the Park District with at least thirty (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, employees must submit a statement signed by an appropriate military official indicating the time spent in military training and/or services.

27.0 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 the employee may be subject to disciplinary action, up to and including dismissal. If you are absent without leave for three consecutive working days, you will be considered to have voluntarily resigned your position. Where your absence is determined excusable on conditions that rendered prior approval impossible, the charge of absence without leave may be changed to vacation leave, sick leave, or leave without pay.

28.0 PERSONAL LEAVE (UNPAID)

- 28.01 Eligibility: If you are a full-time employee and have completed your introductory period, you are eligible for an unpaid personal leave of absence not to exceed 90 consecutive calendar days within any 24 consecutive month period.
- 28.02 Request for Leave: All requests for personal leave should be made in writing at least two (2) weeks before the effective date of the leave (except in the case of emergencies) and be approved by the employee's supervisor(s) and the 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; length of time the employee plans to be away; the employee's job performance and attendance and punctuality record, the effect the employee's absence will have on the work in the department (i.e., the staffing requirements in the employee's facility or department); the employee's position and length of service; the expectation that the employee will return to work when the leave expires; and, any other factors deemed relevant by the Park District in its sole discretion. Each request will be reviewed on a case-by-case basis.
- 28.03 Beginning and Length of Leave: If a personal leave is granted, full-time employees are eligible for compensation of regular base wages lost during periods of authorized absence to the extent they have accumulated ~~leave time which can be substitutes for unpaid time.days of paid absence.~~ Such leave time shall~~Days of paid absence~~ include accrued vacation, sick, and personal days, which should be used in that order. The Park District requires you to substitute these days for a corresponding portion of the leave. The balance of the leave remaining after substituting such paid leave shall be taken without pay. The first day of a personal leave including all paid sick, vacation, and personal days is known as "the effective date" of the personal leave. Upon the recommendation of the Director, the Personnel Committee of the Board of Park Commissioners may grant an extension to personal leave beyond 90 days provided that it does not extend the total leave beyond one year, including leave granted under the FMLA, if any. 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 request and the amount of additional time sought. Employees that are on an approved leave of absence may not perform work for any other employer during that leave.
- 28.04 Reinstatement: In the case of an employee's own illness or injury, a physician's statement certifying the 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. Upon expiration of the leave, we will attempt to reinstate you to the same job or a job similar to the one you previously held. Reinstatement, however, cannot be guaranteed. Reinstatement depends upon the availability of the job and business requirements. If no such position is then available, you will be deemed on a permanent layoff.

- 28.05 Failure to Return: If you fail to return to an available job on the first scheduled work day after a leave of absence has expired, we will consider you to have resigned your position with us. However, pursuant to the Park District's American With Disabilities Act Policy, employees may request extended unpaid leave as a "reasonable accommodation" under the ADA.
- 28.06 Benefits While on Leave: While an employee is on an approved personal leave, the 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. The Park District may require the employee to pay a portion or 100% of the premium contribution. Other employment benefits such as vacation, sick leave, or personal days, shall not accrue during a personal leave of absence.

29.0 FAMILY AND MEDICAL LEAVE ACT (INCLUDING PREGNANCY)

The Family and Medical Leave Act of 1993 provides up to twelve (12) work weeks of unpaid, job-protected leave during any twelve (12) month period to “eligible” employees for certain family and medical reasons and up to 26 work weeks of unpaid leave to care for a covered service member. Employees are eligible if they have worked for the Geneva Park District for at least 12 months, and for at least 1,250 hours over the previous 12 months immediately ~~proceeding~~preceding the commencement of leave.

29.01 Eligibility, Beginning and Length of Leave: The following are reasons for which leave is provided for in the Act: a.) the birth and care of your child; b.) the placement of a child in your home for either adoption or foster care; c.) in order to care for your spouse, child or parent with a serious health condition; and/or d.) your own serious health condition that makes you unable to perform the functions of your job. e) because of any qualifying exigency (as the Secretary of Labor shall determine) arising out of the fact that your spouse, child, or parent is under a call or order to active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation. The procedures described in this policy also apply to absences resulting from on the job injuries. The Park District requires you to substitute all accrued sick days, paid personal days and vacation days for a corresponding portion of the medical leave. The balance of the leave remaining after substituting such paid leave shall be taken without pay (except to the extent you are eligible for Illinois Municipal Retirement Fund disability or Worker’s Compensation benefits). All times missed from work that qualifies for both Family and Medical Leave, and for Workers Compensation, will be counted toward your Family and Medical Leave.

29.02 Request for Leave: Where such leave is foreseeable, you must give a written request for a medical leave to your Department Head at least thirty (30) days before the first day of absence due to medical reasons. The request must specify the reasons you are requesting the medical leave and the date you expect to resume performing the duties of your job. The Park District will also require a physician’s statement setting forth the nature of your medical condition and its expected duration. In accordance with the Act, the Park District reserves the right to require you to obtain a second or third medical opinion, submit all certifications, and maintain periodic contact with the District regarding your status during leave. Further, the Park District reserves

any and all other rights granted to it by such Act. Employees seeking family leave may receive a detailed statement concerning their rights and privileges under the Act, as well as those of the Park District by making a request to the Superintendent of Finance and Personnel. The end of the medical leave will generally be the earlier of the date that you designate as your expected resumption of duties or the date that you are capable of performing the duties of your job.

29.02.01 Intermittent Leave: Family leave taken for the birth or placement of a child may not be taken intermittently or on a leave schedule that reduces the number of hours per week or hours per day that you work unless both the Park District and employee agree. Leave taken to care for your own serious health condition or to care for a spouse, child, or parent with a serious health condition may be taken intermittently or on a reduced leave schedule, if medically necessary. The Park District reserves the right to require the employee to transfer temporarily to a position that is better suited to recurring absence. The transfer position must have pay and benefits equivalent to the original position. Employees who take intermittent leave shall not have their remaining FMLA leave time reduced by any more time than they have actually taken off.

29.03 Extension of Leave: If for medical reasons, you are unable to return to work at the end of the medical leave, you must seek additional medical leave time. You must submit a written request for additional leave time to your Department Head at least three (3) workdays before the end of the initial medical leave. Your request must specify why you need additional leave time and the amount of additional leave time. Your request also must be supported by a physician's statement. If an extended leave is granted, it will not be covered under the FMLA law, however the Geneva Park District's Personal Leave Policy will take effect (see Section 28.0) or additional leave will be considered as a reasonable accommodation under the ADA. The initial FMLA leave plus extensions may not exceed one year.

29.04 Reinstatement: An FMLA employee must be restored to the position of employment held when the leave commenced; or must be restored to an equivalent position with the same pay, benefits, and work conditions that the employee had before taking leave. The position should have the same or substantially similar duties and responsibilities that entail substantially equivalent skill, effort, responsibility, and authority as the position before leave. Reinstatement from medical leave therefore, is guaranteed for twelve (12) weeks at your regular position. After twelve (12) weeks, upon expiration of an extended medical leave, we will attempt to reinstate you to a job similar to the one you had held. Reinstatement, however, depends upon the availability of a job and business requirements. If no such position is available, we will consider you to be on

permanent layoff. If you are on a medical leave of greater than thirty (30) days, you must give the Director written notice of your desire to return to work at least five (5) workdays before the end of the medical leave. If you are on leave for your own serious health condition, you must submit a certification from your doctor that you are able to resume work and/or be examined by a physician of our choice and at our expense.

- 29.05 Failure to Return: If you fail to return to an available position on the first scheduled work day after the end of an FMLA or extended leave of absence, we will consider you to have resigned your position effective as of the last day of the approved leave. Further, the Park District may institute legal proceedings to recover the cost of maintaining your health insurance during your leave.
- 29.06 Benefits While on Leave: While on a family medical leave, you will not get credit toward any fringe benefits such as vacation days, personal days or sick days, nor will you be eligible to receive holiday benefits. You will receive health benefits, but you will be required to pay any costs associated with the health insurance the same as if you were not on leave (e.g. deductibles, dependent's premiums). Health insurance benefits for extended personal leaves will be considered on an individual basis.
- 29.07 Certain Highly Compensated Key Employees: may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the 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.

30.0 VICTIMS' ECONOMIC SAFETY AND SECURITY ACT

The Victims' Economic Safety and Security Act (VESSA) took effect on August 25, 2003. Intended as a response to the needs of victims of domestic and sexual violence in the Illinois workforce, VESSA follows the same basic framework as the federal Family and Medical Leave Act (FMLA), providing a victim of domestic or sexual abuse with up to 12 weeks of unpaid leave within a 12-month period.

- 30.01 Employees Covered under VESSA: VESSA grants leave to employees who are victims of domestic or sexual violence, and to those who have a family or household member who is a victim of domestic or sexual abuse. Like the FMLA, employees eligible for leave under VESSA may take leave intermittently or by means of reduced work schedule until the entitlement is exhausted. However, unlike the FMLA, employees are not subject to a minimum service requirement to be eligible for VESSA leave. VESSA denies leave to persons who are “adverse to the individual,” thereby excluding perpetrators or accomplices to perpetrators of domestic or sexual violence.
- 30.02 When to Grant VESSA Leave: Leave by an employee under VESSA may be taken to: 1) permanently or temporarily relocate; 2) seek medical or psychological attention; 3) obtain victim services; 4) participate in safety planning or other actions to increase the safety of the victim; or 5) seek legal assistance or remedies to ensure the victim's safety, including time off for civil or criminal hearings.
- 30.03 Notice and Certification Requirements: Unless advance notice is impracticable, VESSA requires an employee to provide the Geneva Park District with at least 48 hours' advance notice of the employee's intention to take leave under VESSA. If 48 hours' notice is impracticable, an employee has a “reasonable” period of time to provide certification of the qualifying VESSA event.

Whether an absence is scheduled or unscheduled, the park district has the right to require proper certification. But unlike FMLA, which allows the park district to request certification from a health care provider and obtain second and third opinions, an employee complies with the certification requirement by stating under oath that he or she or a family or household member is a victim under VESSA and leave is being requested for one of the statutorily prescribed purposes. The park district may require further production of medical documentation, a police or

court report, documentation from the clergy or any corroborating evidence, but the statute does not say when the employee must obtain and provide such corroboration.

- 30.04 Employee Rights and Protections under VESSA: Although providing for up to 12 weeks of leave, VESSA does not “create a right for an employee to take unpaid leave that exceeds the unpaid leave time allowed under, or is in addition to the unpaid leave time permitted by, the FMLA.” Illinois legislature limits a leave covered by both the FMLA and VESSA to extend no more than 12 weeks. The Geneva Park District must continue medical coverage under the same terms and conditions that would have applied if the employee had continued in active employment. However, if the employee does not return from the leave, he/she is required to reimburse the Geneva Park District for its cost of providing medical coverage during the leave. VESSA requires the park district to restore an employee to the same or equivalent position held by the employee before leave was taken and to continue health insurance coverage during the leave. Although benefits need not continue to accrue during the leave, taking leave under VESSA cannot result in the loss of employment benefits earned before leave commenced. VESSA prohibits discrimination and retaliation against employees who exercise their rights or oppose unlawful actions under VESSA. Additionally, the Park District may not discipline or discharge an employee because the workplace may be “disrupted or threatened” by a perpetrator committing or threatening to commit an act of domestic or sexual violence against an employee.
- 30.05 Workplace Adjustments: VESSA requires the Park District not only to provide time off, but also to reasonably accommodate the “known limitations” of a victim of domestic or sexual abuse or of a family or household member of a victim. Reasonable accommodations include: adjustments to a job structure, workplace facility, or work requirement, including transfer, reassignment, or modified schedule, leave, a changed telephone number or seating assignment, installation of a lock, or implementation of a security procedure, in response to actual or threatened domestic or sexual violence.” The Park District’s obligation to provide responsible accommodations is counterbalanced by an “undue” hardship standard.
- 30.06 Enforcement: The Illinois Department of Labor (IDOL) is in charge of administering and enforcing VESSA. Every employer is required to post and maintain, in a conspicuous place, documentation provided by IDOL summarizing the requirements of VESSA and an employee’s rights under it. No private right of action exists under VESSA, but an employee may file a complaint alleging a violation with IDOL. At its discretion, IDOL will perform its own

investigation and hold a public hearing, upon request. Violations of VESSA may be reported up to three years from the date of the alleged violation occurred.

An employer who violates VESSA may be liable to an employee for back pay and benefits, compensatory damages, attorney's fees, and equitable relief such as hiring, reinstatement, promotion and reasonable accommodations. An employer's failure to pay damages within 30 days of a judgment in favor of IDOL will result in a one-percent-per-day penalty thereafter, with no cap as to how high the penalty may reach.

31.0 CHILD BEREAVEMENT LEAVE

In accordance with the Illinois Child Bereavement Leave Act, an employee who is an eligible employee under the Family and Medical Leave Act of 1993, (that is, an employee who has been employed by the Park District for at least 12 months and who has worked at least 1250 hours in the 12 month period preceding a leave taken in accordance with this Section) shall be entitled to a maximum of 10 working days of unpaid bereavement leave to attend the funeral (or alternative to a funeral) of the employee's child (defined as the employee's son or daughter who is the biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis), make arrangements necessitated by the death of the child, or grieve the death of the child. Such leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

In the event of the death of more than one child in a 12-month period, an eligible employee is entitled to up to 6 weeks of child bereavement leave during that 12-month period.

An eligible employee must give the Park District at least 48 hours advance notice of the employee's intention to take child bereavement leave, unless providing such notice is not reasonable or practicable. The Park District may require reasonable documentation to support the leave, which may include a death certificate, a published obituary notice, or written verification of death, burial or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

Time granted pursuant to this policy, when combined with FMLA time taken by an employee within the preceding 12 month period, cannot exceed a total of 12 weeks in that year, pursuant to the calculation method in the Park District's FMLA policy.

32 .0 EVALUATIONS

Evaluations are a tool that can be utilized on a periodic basis to assess the various categories of strengths and weaknesses of each employee. Written evaluation forms are provided for every type of position in the Park District and are to be filled out by the supervisor and given to the employee to review and prepare comments that he/she feels are appropriate. After the employee has had time to review the written evaluation, the supervisor and the employee shall sit down and discuss the evaluation in detail.

Appropriate space is provided at the end of the form for the employee to make written comments. All evaluations must be signed and filed in the employee's personal history file. All new employees shall be evaluated after the completion of their six (6) month introductory period. From then on, it is required that evaluations be completed at least once per year for all full-time employees. Evaluations may be performed on a more frequent basis if the supervisor in charge deems it appropriate. Part-time or seasonal employees may be evaluated at any time, due to the short term of employment.

33 .0 COMPLIANCE WITH SUPERVISORY DIRECTIVE

You are required to comply with the directives of your immediate supervisors, ~~the Board~~, and administrative staff in the performance of your duties. Failure to comply with directives could be considered insubordination subject to discipline up to and including termination.

34 .0 OPPORTUNITY FOR ADVANCEMENT

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

The Park District will attempt to communicate full-time position vacancies to all full-time staff. Part-time and short-term openings are usually not communicated, but a list of these positions, if available, may be obtained from the Park District's website or Superintendent of Finance and Personnel. The Park District may also recruit applicants for position vacancies from outside of the organization.

Employees interested in a particular opening should apply, in writing, to the position's supervisor or notify their immediate supervisor. All transfers and advancement will be made on the basis of past performance, ability, attitude, aptitude and other relevant job-related criteria as determined by the Park District in its sole discretion. Whenever, in the sole discretion of the Park District, there are two equally qualified candidates, preference may be given to the Park District employee. Please note that employees requesting a transfer or promotion are subject to the same selection process and employment test requirements as outside applicants.

35 .0 TEMPORARY AND PERMANENT SEPARATION FROM EMPLOYMENT

35.01 Disciplinary Actions: All employees are expected to meet the Geneva Park District's standards of work performance, engage in acceptable conduct and to satisfactorily perform your duties under the policies, guidelines and rules contained in this Manual. In addition, you are expected to follow any other Park District policies, rules and guidelines, performance standards, the directions of your Supervisors, and to act in accordance with federal, state and local laws. 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 dismissal. The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance 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. You may be dismissed, however, after a progressive disciplinary action has not changed any substandard performance or misconduct on your part. Notwithstanding the Park District's option to use progressive discipline, the Park District is not required to do so and may, in its sole discretion, forego lesser forms of discipline at any time and proceed immediately with your dismissal.

While we hope and expect the need for disciplinary action will be rare, when your job performance, attitude, or conduct falls short of our established standards, we will not hesitate to take appropriate action. Such actions will range from oral warnings to termination. This means that, as a general rule, you will be given an increasingly severe penalty each time an offense is committed. Some types of misconduct, however, are so intolerable that termination may be imposed for the first offense.

35.01.01 Oral Warning: Your supervisor(s) may issue oral warnings. Oral 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 you 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 oral warning will discuss the warning with you and suggest how to correct the offending conduct. Documentation of an oral warning may be placed in your personnel file.

35.01.02 Written Warning: Your supervisor(s) may issue written warnings. Written warnings consist of a conference between you and the supervisor imposing the warning, and a written memorandum expressing disapproval of conduct or poor work performance and/or attendance and warning you that repetition of the conduct or failure to improve may result in more severe discipline including discharge. Written warnings will be used for poor work performance, poor attendance, or repeated misconduct of a minor nature or for more serious misconduct which in the Park District's opinion does not warrant suspension or discharge.

You are required to sign the written warning indicating receipt of the warning and your understanding of the reason for the warning. You will also be given an opportunity to provide written comments on the form. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the written warning will be placed in your personnel file.

35.01.03 Suspension: A suspension is defined as temporarily relieving an employee from duties. Depending on the circumstances, a suspension may be with or without pay, in the sole discretion of the Director. The supervisor(s) imposing the suspension will meet with you and give you written memorandum outlining the details of your suspension, including without limitation, the reasons for and duration of your suspension. During this meeting, you will be given an opportunity to respond to the reason(s) for your suspension. The duration of your suspension shall be determined by the sole discretion of the Director. Unpaid suspensions of non-exempt employees will be based on daily increments. To the extent permitted by law, unpaid suspensions of exempt employees will be based on weekly increments. You are required to sign the written notice of your suspension indicating receipt and understanding of the reason(s) provided in the suspension memorandum. You will also be given an opportunity to provide written comments on the notice. If you refuse to sign, another Supervisor will be asked to witness your refusal. A copy of the notice will be placed in your personnel file.

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

If you are dismissed you will receive written notice of the reasons for your dismissal including effective date and time of dismissal. Your supervisor or designee will meet with you, explain the reasons for your dismissal, and offer you the opportunity to respond. You are required to sign the written notice of your dismissal indicating your receipt of the notice and understanding of the reason for the dismissal. If you refuse to sign, another supervisor may be asked to witness your refusal. A copy of the notice will be placed in your personnel file. You may further respond to those charges, if any, through the formal review procedure outlined in Section 36.0.

35.01.05 Examples of Reasons for Disciplinary Action: You may be warned, suspended, and/or dismissed whenever it is determined, in the Park District's sole discretion, to be in its best interests. Nevertheless, listed below are some examples of reasons for disciplinary action. This list, however, does not constitute an exhaustive list of all of the acts that may subject you to disciplinary action including discharge and does not change the employment-at-will relationship between the 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 including but not limited to sick leave abuse.
3. Extending breaks or lunches and/or not taking breaks or lunches at scheduled times.
4. Failure to obey any lawful official rule, regulation or order, or failure to obey any proper direction made or given by your supervisor(s).
5. Inability or unwillingness to take orders from supervisor(s).
6. Uncooperative, threatening, harassing, bullying 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.

7. Being wasteful of, improper operation of, or the willful destruction of Park District supplies, materials, vehicles, equipment, tools, working time or other Park District property.
8. Failure to wear uniform or safety equipment (e.g., safety shoes, glasses, goggles and/or face shield) as required by this Manual and/or department manuals, rules and/or procedures or the failure to wear appropriate clothing for duties as required by this Manual or department manual, rules and/or procedures.
9. Endangering one's safety and/or the safety of others because of failure to act properly and safely in the performance of job duties.
10. Failure to follow any federal, state, local or Park District laws, rules or regulations 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.
11. Failing to report an accident or known hazardous conditions to your immediate supervisor.
12. Gambling or fighting while on duty.
13. 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. (See 50.07)
14. Theft or misappropriation or the careless, negligent or improper use of funds or property belonging to the Park District, fellow employees or the public.
15. Possession of weapons in or on Park District property or while on duty.
16. Incompetent, inefficient or negligent performance of duties; inability or failure to perform duties properly.
17. 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.
18. Smoking in restricted areas.
19. Harassment of other employees or members of the public.
20. 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.
21. Time card or sign-in book violations.
22. Unauthorized possession, use or copying of records that are the property of the Park District.
23. Sleeping on duty.

24. 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.
25. Any violation of policies or procedures regarding the privacy of individually identifiable health information (or protected health information), as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and as defined by the U.S. Department of Health and Human Services.
- 35.02 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.
- 35.03 Lay-Offs: The Park District may, in its sole discretion, reduce the number of employees in any given area at any time. Employees may be laid-off whenever there is a lack of work or funds or a change in functions directly or indirectly creates a surplus of employees for the workload of the Park District. Although the Park District is under no obligation to do so, every reasonable effort will be made to transfer full-time employees to another department rather than laying them off. When this is impractical, the department head will consider seniority, among other factors, where qualifications, ability, attitude, and performance factors are substantially the same in determining whom to lay off.
- 35.04 Resignations: As an at-will employee, you may resign your position with the Park District at any time, with or without notice or cause. However, the Park District requests that you give your immediate supervisor sufficient notice of your intention to resign to enable the Park District to minimize departmental hardship and to make proper provisions for the filling of your position. The Park District requests that all full-time employees should give written notice to your immediate supervisor at least fifteen working days prior to your last workday; however, twenty working days notice is preferred for department head employees. —Vacation days or personal days may not be included in the notice period. You may leave anytime during the ten days with your immediate supervisor's consent and remain in good standing. If you fail to resign in good standing, you may not be eligible for rehire unless you demonstrate good cause for leaving early. Short-term employees will not be in good standing or eligible for rehire if they leave their employment before the end of their assignment without good cause for leaving early.
- 35.05 Retirement: Employees may retire for the purpose of collecting IMRF retirement benefits or Social Security. Please contact the Superintendent of Finance and Personnel so that the appropriate paperwork can be completed in a timely manner.

- 35.06 Return of Park District Property: Before officially separating from the Park District's employment for any reason, you must return all Park District property, including without limitation vehicles, tools, keys, uniforms, equipment, and identification, credit and insurance cards.
- 35.07 Separation of Service: Upon separation, your unused earned vacation leave will be paid to you or your heirs at your rate of pay as of your separation date. Fifty percent (50%) of your unused sick days will be paid to you or your heirs at your rate of pay as of your separation date up to a maximum of forty-five (45) paid days provided that your employment was not involuntarily terminated for misconduct and/or violations of any Park District rule, regulation or procedure. Your health insurance may be continued under applicable law. The Superintendent of Finance and Personnel will provide you with the appropriate information when you separate from the Park District.
- 35.08 References: Information provided by the Park District in response to requests for employment references will generally be limited to your starting date, ending date, job title, and job description. You should complete and deliver a written release to the Park District, in the form required by the Park District, before any additional information will be provided.
- 35.09 Exit Interview: If possible, the departing employee's immediate supervisor or Department Head will conduct an exit interview when separating from the Park District. At this meeting, you are required to return all Park District property not previously returned, such as nametags, keys, security cards, and all other Park District property. Additionally, you should speak with the Superintendent of Finance regarding required completion of forms for insurance continuation, IMRF and other termination related matters.

35.10 EXIT INTERVIEW FORM

Please answer the following questions honestly and sincerely. Your comments will help us to make the Geneva Park District a better place to work. Please return your reply to the Superintendent of Finance & Personnel.

Name _____ Department _____

Position _____ Immediate Supervisor _____

1. Which of the following **MOST** influenced your leaving? (Check all that apply.)

| | |
|---------------------------------|-------------------------------------|
| _____ Better future opportunity | _____ Didn't like community |
| _____ Better pay | _____ Didn't like conditions |
| _____ Work more to my liking | _____ Better work schedules |
| _____ More convenient place | _____ Return to school |
| _____ Didn't like supervision | _____ Other (please describe) _____ |

- | | | |
|--|-----------------|-------------------------------------|
| 2. Were procedures and policies fully explained? | Yes _____ | No _____ |
| 3. Was there favoritism in your area? | Yes _____ | No _____ |
| 4. Were people in your area generally pleasant? | Yes _____ | No _____ |
| 5. Did people cooperate and work as a team? | Yes _____ | No _____ |
| 6. Work expected of me? (check one) | _____ Too Much | _____ About Right _____ Too Little |
| 7. Morale at our District is: (check one) | _____ Excellent | _____ Good _____ Average _____ Poor |
| 8. Working conditions were: (check one) | _____ Excellent | _____ Good _____ Average _____ Poor |
| 9. Safety conditions were: (check one) | _____ Excellent | _____ Good _____ Average _____ Poor |
| 10. Were you proud to work for the Geneva Park District? | Yes _____ | No _____ |
| 11. Were you supervised or watched too closely? | Yes _____ | No _____ |
| 12. Did you receive proper training for your specific job? | Yes _____ | No _____ |
| 13. Did your supervisor help you to improve yourself? | Yes _____ | No _____ |
| 14. Was good work recognized and appreciated? | Yes _____ | No _____ |
| 15. Did you feel free to make suggestions or complaints to supervisors? | Yes _____ | No _____ |
| 16. Were you satisfied with your salary you received? | Yes _____ | No _____ |
| 17. Were you satisfied with our fringe benefits? | Yes _____ | No _____ |
| 18. Were people in the front office helpful? | Yes _____ | No _____ |
| 19. Might you be interested in working for the Park District at a future time? | Yes _____ | No _____ |

_____ Same area _____ Different area

PLEASE add helpful suggestions or criticism: _____

Date _____ / _____ / _____

Signature _____

36.0 REVIEW OF SUSPENSION / DISMISSAL

- 36.01 Review Of Disciplinary Action Other Than Dismissal: In the case of disciplinary action other than dismissal, you may request a review of the action by submitting your request in writing to your immediate supervisor within five (5) working days from the date the action was taken. Your immediate supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with this determination, you may seek review by submitting a written request with a copy of the initial determination to the supervisor at the succeeding level of authority in your department within five (5) working days after the date of the initial determination. This supervisor may meet with you and should issue a written determination within ten (10) working days of receipt of your written request for review. If you are not satisfied with the determination at this stage, you may continue this process through each succeeding supervisory level in your department up to the Director. Any decision of the Director shall be final.

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 should be followed to the extent that it is, in the Park District's sole discretion, practicable under the circumstances.

- 36.02 Review of Dismissal: The decision to dismiss you shall be final unless you request a review of your dismissal by submitting a written request to the Director within five (5) working days from the date the action was taken. The Director or a designee may meet with you and investigate the circumstances surrounding your dismissal. The Director or the designee(s) should issue a written determination within ten (10) working days of receipt of your written request. The Director's decision shall be final.

~~If you are a department head who has been dismissed, you may make a request to the President of the Board ("President") to have your dismissal reviewed by the Board. The Director's decision to dismiss you shall be final unless you submit a written request for review of [CP12] dismissal to the President within (5) working days from the date the action was taken. The President and the Board may meet with you and investigate the circumstances surrounding your dismissal. The President on behalf of the Board should issue a written determination within ten (10) working days of receipt of your written request. The Board'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.

- 36.03 Employee's Response: You may respond to any disciplinary action taken against you by preparing a written response stating your position or objection to the disciplinary action and placing it in your personnel file. It is your responsibility to make certain that your written response is placed in your personnel file.

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

37.0 GRIEVANCE PROCESS AND PROCEDURE

Any employee who has a grievance arising from his employment with the Park District is encouraged to attempt to resolve problems with the person(s) involved. If that is unsuccessful or if, for any reason, you feel uncomfortable discussing the problem with the person(s) involved, you may use the following procedure:

Step 1: You may present a grievance to your immediate supervisor. Your immediate supervisor will meet with you and give you a response within three (3) working days of discussing the grievance with you. In most cases, the problem can and should be resolved with a frank and open discussion between you and your immediate supervisor. However, if a satisfactory resolution is not reached at this level, you may proceed to step 2.

Step 2: You may present a written grievance to the supervisor at the succeeding level of authority in your Department. The supervisor will investigate the matter, discuss the matter with you and your immediate supervisor and should give you a written response within three (3) working days of discussing the grievance with you. If you are not satisfied with the resolution at this stage, you may continue this process through each succeeding level of authority in your department up to the Director. In the event it is necessary for you to process your grievance up to the Director, the Director should issue a written decision within ten (10) working days of discussing the grievance with you unless investigation requires a longer period of time. Any decision of the Director is final and not subject to further review.

If you feel uncomfortable discussing your grievance with your immediate supervisor you may immediately proceed to step 2. In all cases, the Director's decision shall be final. The Park District's failure to strictly adhere to the time frames suggested above will not affect the resolution of the grievance. This grievance procedure does not apply to performance evaluations, suspensions, dismissals or other disciplinary actions, which may be reviewed in accordance with Section 35.0. The Park District will not discriminate or retaliate against an employee if the employee, in good faith, processes a grievance through this procedure or, in good faith, testifies, assists or participates in a grievance procedure investigation. A copy of all correspondence relating to the grievance will be placed in the employee's personnel file.

38.0 ACCIDENTS AND INJURIES

If an employee is involved in a work-related accident or injury, no matter how minor, it must be immediately reported to his/her supervisor. In case of emergency, the employee may go to the nearest available hospital or the Dreyer Medical Clinic at 2500 W Fabyan Pkwy, Batavia, IL 60510 (map below) for treatment, whichever is more applicable. The employee shall notify his/her supervisor of the action taken as soon as possible.

If a participant is involved in an accident or injury, no matter how minor, it must be immediately reported to a supervisor. Depending on the seriousness of the accident, it may be necessary to call 911 for medical assistance. Staff shall notify a supervisor of the action taken as soon as possible.

All accidents and injuries should be documented on an Accident Report Form. The form should be submitted to the supervisor of the program/facility and then forwarded to the Safety Coordinator. The Safety Coordinator may then send the report to PDRMA depending on the severity of the accident. Accident report forms are available at all facilities.

MAP to Dreyer Medical Clinic



39.0 NEPOTISM / ROMANTIC RELATIONSHIPS

Immediate family members of current Geneva Park District Board members and the Director may not be employed for any full-time, part-time or seasonal position within the Park District. Immediate family members of all other full-time and part-time employees may be employed for any full-time, part-time or seasonal position, as long as the family member is not directly supervised by the full-time or part-time employee as determined by the Park District, or if there is an actual conflict of interest. Each application for employment must be approved by the Director, and he/she has the right to waive the policy under special circumstances. For the purpose of this section, immediate family members shall be defined as the employee's spouse, mother, father, in-laws, children, brother, sister, grandparents, grandchildren and any other members of the employee's household. This policy also applies to romantic relationships.

Grandfather Clause: An employee who is hired before their family member is elected or appointed to the Board or hired as the Director is exempt from this policy.

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

40.0 EMPLOYMENT IN MORE THAN ONE DEPARTMENT

Full-time and part-time employees are usually hired for a specific position in a department. Provided that your primary job with the Park District is not compromised in any manner and you receive written, advance permission from your department head, you may work an additional part-time or short-term job with the Park District. 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.

41.0 OUTSIDE WORK

If you are a full-time employee, and you secure employment outside of your job with the Park District, you must inform your department head. Generally, outside employment must not exceed 20 hours per week. If it appears, in the sole discretion of your department head and the Director, that the outside employment presents a possible conflict of interest or interferes with you fulfilling your responsibilities at the Park District, your department head can require you to quit your outside employment. To avoid potential conflicts of interest, you may not accept work from or work for persons or companies with whom the Park District conducts any form of business. In any event, you may not work for another employer during the times that you are scheduled or requested to work for the Park District, and doing so may result in disciplinary action up to and including dismissal.

Failure to terminate outside employment when so directed by your department head may be cause for disciplinary action, up to and including dismissal.

42.0 POLITICAL ACTIVITY

You are not permitted to take an active role in the election of park commissioners. This includes circulating petitions, making public presentations on behalf of candidates, or other forms of endorsement or campaigning during work time.

You may not campaign for or promote politicians or political causes in any way during working time. Working time means that portion of any workday that you are supposed to be performing actual job duties; it does not include such times as lunch periods, break time or other duty-free periods. You may not participate in political activity when dressed in a uniform or clothing identifying you as a Park District employee. You may not present your political views or candidate preferences as those of the Park District.

43.0 GIFTS, GRATUITIES AND REWARDS

You must never solicit, nor should you expect people who use our facilities to give you gifts, i.e. Christmas gifts, gratuities or rewards for performing your job, except as otherwise provided in this section. If someone offers or gives you a gift because of your position as our employee, you must report it to the Director. This policy does not apply to nominal non-cash matters such as a cup of coffee, a soft drink, a sandwich, etc. If you are in doubt, contact your Department Head.

You should be aware that Illinois law prohibits any public employee from soliciting or knowingly accepting for the performance of any act a fee or reward that he/she knows is not authorized by law (please see Section 52, Ethics Ordinance). If you are in doubt about any provisions of this section, contact your department head; department heads may contact the Director and the Director may contact the Board. This policy applies to all employees. Retention of any gift will be conditional upon the approval of the Director after consultation with the appropriate department head. Failure to properly report a gift, gratuity or other reward may subject you to disciplinary action up to and including dismissal.

ETHICS ORDINANCE
Ordinance # 2004-11

PREAMBLE

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 and school districts 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 GENEVA PARK DISTRICT, AS FOLLOWS:

SECTION I: The Code of Ordinances of Geneva 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 Geneva 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 Geneva 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 (IO 1LCS 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 Geneva 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 ~~fiancee~~fiancé or ~~fiancee~~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 provide to others in similar circumstances.

(10) Intra-governmental and inter-governmental gifts. For the purpose of this Act, "intra-governmental 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 Director, with the advice and consent of the Board of Commissioners shall designate an Ethics Advisor for the Geneva Park District. The duties of the Ethics Advisor may be delegated to an officer or employee of the Geneva Park District unless the position has been created as an office by the Geneva Park District.

Section 15-2. The Ethics Advisor shall provide guidance to the officers and employees of the Geneva 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 Board of Commissioners.

ARTICLE 20

ETHICS COMMISSION

INTENTIONALLY OMMITTED

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 Geneva Park District by filing in the circuit court 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 Geneva 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 passage, approval and publication as provided by law.

PRESENTED to the Board of Commissioners of the Geneva Park District this 17th day of May, 2004.

PASSED by the Board of Commissioners of the Geneva Park District this 17th day of May, 2004.

APPROVED by the President of the Geneva Park District this 17th day of May, 2004.

President

ATTEST:

Secretary

Votes:

Aye:

Nay:

STATE OF ILLINOIS)
COUNTY OF KANE) SS
GENEVA PARK DISTRICT)

I, Stephen D. Persinger, Secretary of the Geneva Park District, Kane County, Illinois do hereby certify that the above and foregoing is a true and exact copy of an ordinance entitled "ETHICS ORDINANCE OF GENEVA PARK DISTRICT, KANE COUNTY, ILLINOIS", adopted at a regular meeting of the Board of Commissioners of the Geneva Park District, held on the 17th day of May, 2004 by the votes of all Commissioners of said Park District present at said meeting being _____votes aye, and ____ votes nay, and absent, and approved by the President who signed same on the 17th day of May, 2004 and filed in the office of the District on said date, all as appears from the records and files in said office.

I do further certify that said ordinance was duly published in book form in lieu of other publication, on the 18th day of May, 2004 and copies thereof placed in the office of the Geneva Park District available to the public.

Secretary

(SEAL)

**GENEVA PARK DISTRICT
ETHICS ORDINANCE ACKNOWLEDGEMENT**

It is the Geneva Park District policy to abide by all State laws including the States Officials and Employees Ethics Act, Public Act 93-615, as amended by Public Act 93-617, effective December 9, 2003. This Public Act is a comprehensive revision of State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State officials and employees. As an employee, you are expected to read this document thoroughly and return this completed acknowledgement form to the Superintendent of Finance and Personnel. This form will then be placed in your personnel file.

Signature of Employee

Name of Employee

Date

45.0 WORK ATTIRE

All Geneva Park District employees are representatives of the park district and have a responsibility to promote professionalism in office areas and in parks and facilities. Reasonable dress standards and good grooming enhance the park district's image. Each employee is expected to dress appropriately according to the requirements of his/her job description in order to promote a safe working environment while maintaining a professional image. Common sense and good judgment should be used when dressing for work. Supervision and enforcement of appropriate work attire shall be the responsibility of each supervisor. An employee in violation of this policy may be instructed to go home to immediately change his/her attire. Repeated violations may be grounds for disciplinary action including termination.

45.01 Clothing Specifics for Administrative, Recreation and Office Staff: Casual business attire is expected to be worn by all Administrative, Recreation and Office staff while working in the office at the Sunset Community Center, Stephen D. Persinger Recreation Center and the Peck Farm Facility. Casual business attire can be comfortable while maintaining a level of professionalism. Items that may not be worn in the office throughout the day include any type of classic tee-shirts, sweatshirts, jeans of any color, shorts, skorts, or skirts shorter than 2 inches above the knee. Capri pants must be covering the knee. No mid-drift tops, tank tops, or low riding pants are permitted. Athletic shoes and rubber flip flops are also not permitted.

Business attire is required for employees when representing the District to outside vendors, contractors, governmental bodies, etc. Business attire is also required for employees attending public meetings, seminars, conferences, etc.

It is your responsibility to wear your nametag and/or uniform while on duty if one has been provided to you. Please remember that uniforms, nametags, keys, and other Park District property are and remain the property of the Park District and must be returned upon termination of your employment. Employees will be held liable for the cost of replacing any damaged or lost Park District property. Also please remember that uniforms, nametags, and other identifying items identify you as a Park District employee while you are on duty. They are not to be worn when you are not on duty.

45.02 Exceptions to Clothing Specifics for Administrative, Recreation and Office Staff: Exceptions to casual business attire can be in effect in the following circumstances. Staff is often expected to work long periods of time at outdoor facilities, programs or special events throughout the summer season. During the months of June thru August, if an employee is required to work outdoors during part or all of the day, staff is permitted to wear Geneva Park District logo collared shirts, black, tan or navy shorts, white socks and gym shoes. Employees must maintain a neat professional look (i.e., shirts tucked, belt, etc.) . Fridays are usually casual dress days at the office. Staff is permitted to wear jeans and more casual tops on these days, but is still required to be respectable representatives of the Geneva Park District.

45.03 Parks Department Uniforms, Clothing and Safety Gear: Full-time and seasonal Parks Department Employees are required to wear a Park District uniform. The uniform includes a Geneva Park District logo classic tee-shirt or sweatshirt, jeans or zip-off pants and work boots. The uniform is required to be worn at all times during working hours and should not be covered by other clothing unless weather warrants this situation. Specific uniforms are available and may be required by specific positions such as a building manager or attendant.

A. Shirts and Sweatshirts:

Geneva Park District logo classic tee-shirts and Geneva Park District logo sweatshirts will be provided to staff and are expected to be worn at all times while working at the Geneva Park District. The tee-shirt or sweatshirt must be worn at all times during working hours. The Superintendent of Parks is responsible for the budgeting and ordering of shirts.

B. Pants:

Employee purchased jeans or approved zip-off pants may be worn during working hours. The jeans or zip-off pants must be clean and without stains or holes. The Superintendent of Parks and Park Foremen will be responsible for insuring that proper attire is worn during working hours.

1. Seasonal Restrictions for Zip-off Pants: The lower portion of zip-off pants may only be removed from April 1 through October 1. The purpose of this modification of the uniform is to make employees more comfortable during summer weather conditions so they may continue to perform their work duties while minimizing the adverse effects of heat stress. Employees wearing only the short portion of the zip-off pants are required to take precautions to prevent sunburn to their legs. A few examples of duties when the lower portion of the pants may be removed include flower garden maintenance, tree

watering and spreading or raking of mulch.

2. Duty Restrictions for Zip-off Pants: The lower portion of the zip-off pants may only be removed with the approval of the Park Foremen depending on individual work duties for the day. Park Foremen will make this decision on a daily basis. Full pants or jeans are required to be worn at all times while engaged in the following duties: mowing, trimming, welding/cutting, using any power equipment such as a wood chipper, chainsaw or hedge trimmer, tree climbing, working with harsh chemicals or electrical utilities, or working in an area with poison oak or ivy or tree and shrub areas with thorns or sharp or abrasive branches and foliage. This list is not fully inclusive and restrictions can be added at the discretion of the Superintendent of Parks & Properties or the Park Foremen. The Board of Commissioners or Director may at any time revise this policy to a specific uniform if warranted.

C. Work Boots:

Approved steel or plastic toe work boots at 6" each height minimum, are required of all Full-Time Parks Department employees. The employee must purchase the boots and a receipt can be turned into the District for a reimbursement of up to \$100 maximum per fiscal year. The boots are to be worn during all working hours. If an employee resigns within six months of receiving boot reimbursement employee is to reimburse the District reimbursement amount up to \$50 which the employee agrees by acknowledgement of this policy and continued employment, will be deducted from employee's last payroll check.

D. Work Gloves:

Work gloves will be purchased by the District and provided to each employee. The Superintendent of Parks and Properties and Park Foremen will determine type of gloves to be purchased. All gloves are the property of the District and will remain at a Parks Department facility.

E. Eyewear:

The District will set a budget for Full-Time employees to choose two pairs of safety glasses as regulated by the Parks Department. The District will purchase one pair for part-time employee use. The District will purchase the number of eyewear listed above no more than one time per fiscal year. Employees will be responsible for the eyewear purchased for them. Eyewear will be worn at all times when using specific equipment, such as mowers, ~~weed eaters~~ weed eaters, ~~wood chipper~~ wood chipper, and any other equipment that requires

safety glasses.

F. Earguards~~Ear guards~~ and Earplugs:

These safety items will be provided by the District and are to be worn while operating or standing near the ~~woodchipping~~wood chipping machine or other equipment deemed necessary because of noise level.

G. Raingear:

This equipment will be purchased by the District so that each full-time employee has one outfit. The District will choose the type of raingear and said raingear will remain the property of Geneva Park District and remain at a Parks Dept. facility. Replacement should be every 2 or 3 years depending on amount of use. Employees are responsible for taking care of their raingear.

H. Jackets:

If provided, Geneva Park District logo jackets should be worn during cold weather on the outside of other clothing for identity purposes. The jackets are the property of the District and will remain at a Parks Dept. facility.

I. Wearing Uniforms and Safety Gear:

The Geneva Park District knows the importance of wearing uniforms and properly using safety gear when necessary. Therefore, all items listed above are requirements. Any employee not wearing the above items will be subject to discipline as further outlined in the policy manual. An employee agrees by acknowledging receipt of this policy and continuing employment that if items are lost or misused or destroyed due to carelessness of the employee, the item will be replaced by the employee through withholding of the exact cost from the employee's next paycheck. Similarly, by acknowledging receipt of this policy and continuing employment, any employee who leaves the District within three months of receiving the items above agrees that the Park District will withhold the amount of the items from their final paycheck.

J. Jewelry:

Employees must understand that they share in the responsibility for reducing the risk associated with their own clothing or jewelry in conjunction with their job activities. Hence, he or she may be asked at the start of a job to remove any jewelry that represents a hazard in completing the job. Examples: chains, bracelets, watches, earrings, and rings should be removed before performing a task where these items could get caught on a machine. If the

employee does not take it upon him/herself to remove these items, a supervisor will ask the employee to remove the items if they feel it is in his/her best interest.

K. Hair:

Hair must be neat, clean, trimmed and present a groomed appearance. For safety purposes, employees working with maintenance equipment must either keep their hair in the back no longer than one inch below the ear or must firmly secure longer hair so that it does not hang below the ears.

Mustaches and beards are permitted as long as they are neatly trimmed and groomed, and such facial hair does not pose a safety or health risk given the nature of the employee's job responsibilities.

L. Body Piercing:

Exposed body piercing jewelry is strictly limited to earrings and is limited to no more than two piercings per ear and the style of earring or jewelry may not present a safety hazard to you, your coworkers, or the public, as determined by the Park District. Nose rings, eyebrow rings, toe rings, large hoop earrings and excessive jewelry may not be worn.

M. Tattoos:

Tattoos cannot be offensive in nature (i.e. words including profanity and/or symbols). Excessive tattoos, inappropriate tattoos and intentional body mutilation/scarring that is visible when working or when wearing work attire is prohibited. A tattoo or intentional scarring may be considered inappropriate if it is offensive in nature, e.g. if it consists of words including profanity and/or incendiary symbols. A tattoo is considered inappropriate if it depicts, describes, or otherwise refers to sexual conduct, acts, or organs.

A tattoo is considered offensive if it depicts, describes or refers to intolerance of, or discrimination against any race, color, preference, creed, religion, gender, national origin, or; it is commonly associated with any organization or group which advocates such intolerance or discrimination; or it brings discredit upon the agency or violates standards of decency or morality.

"Tattoo" includes any tattoo, scar, branding, mark, or other permanent or temporary body art or modification deliberately placed on the body for purposes of decoration, ornamentation, or adornment. The term tattoo shall not apply to medical procedures, i.e. - cosmetic eyeliner, lipstick, etc. Examples of prohibited intentional mutilation include: split or forked tongues; foreign objects inserted under the skin to create a design or pattern; enlarged

or stretched out holes in the ears (other than normal piercing); and intentional scarring that is visible.

N. Miscellaneous:

The appropriateness of any clothing items, grooming or appearance issues will be determined by an employee's immediate supervisor. The Executive Director will make the final determination.

The District (including department directors and immediate supervisors) reserves the right to determine and modify the dress and appearance standards for employees at any time.

If you are not sure of the appropriate attire, a certain piece of apparel or accessory, please ask your supervisor. Supervisors who find the appearance of an employee inappropriate may request that the employee change or modify his/her particular appearance.

Any employee who cannot comply with this policy based upon disability, religion, national origin, or other legally recognized basis must forward a written request to the Department Superintendent for an authorized deviation from this policy. The request should include the policy exception requested and the basis for the request. Any exception to this policy must be approved on a case by case basis by the Executive Director.

46.0 SMOKING

The Smoke Free Illinois Law (410 ILCS 82) prohibits smoking in all public places and places of employment. In addition, smoking is prohibited within 15 feet of entrances/exits, windows that open and ventilation intakes. This law is also enforced by the Illinois Dept. of Public Health, the County Health Dept., and local law enforcement including the Geneva Police.

Furthermore, smoking is prohibited in or on any Park District building, facility, event, equipment, or Park District vehicle or while working directly with the public, except in designated areas.

47.0 WEAPONS POLICY

The Park District strives to maintain a safe workplace environment for its employees and visitors and therefore it is the policy of the Park District that the possession of weapons and/or concealed carry by Park District employees is prohibited at all times while on or in Park District property or while engaged in work for or business with the Park District, as provided in this section.

Concealed Carry Prohibited

All property controlled by the Park District is a “prohibited area” under Section 65 of the Illinois Firearms Concealed Carry Act and thus, concealed carry in or on any property controlled by the Park District is not authorized by Illinois law. Accordingly, and in all events, concealed carrying is not an exception to this policy.

Weapons Prohibited

Except as specifically provided herein, no Park District employee except duly authorized law enforcement personnel, may wear, carry, store, transport, or otherwise possess a weapon at any time while on or in Park District property, whether on duty or off duty, or while performing any duties for on behalf of the Park District, whether on, in or off Park District property.

Except as specifically provided herein, no Park District employee may use a privately owned vehicle for Park District business if that vehicle contains a firearm of any type or size, whether loaded or unloaded.

Park District property for the purposes of this section means every building and property, or portion of a building or property, owned or leased by or otherwise under the control of, the Park District. Park District property also includes every Park District-owned or leased vehicle.

Inspections

Park District representatives may inspect or search any workplace area or any Park District property at any time for the presence of a weapon.

Violations

Any violation of this policy by a Park District employee will subject the employee to severe

discipline, up to and including termination and/or arrest.

Any Park District employee who sees or perceives a violation of this policy must report that violation to his supervisor or the Park District Supervisor. No Park District employee should take any action that will risk his safety or the safety of others.

Public Safety and Concealed Carry Act exceptions

Nothing in this policy prohibits an employee, non-employee invitee or visitor on Park District property from possessing or using a weapon as an occupational requirement of a public safety position, including the position of police officer, or work assignment, or as authorized by applicable federal or state law.

Also, nothing in this policy prohibits an employee possessing a valid license under the Firearm Concealed Carry Act, 430 ILCS 66/1, et seq., from carrying a concealed firearm and/or ammunition on or about his person within a vehicle into a Park District parking area, provided that, before the employee leaves the parked vehicle, the firearm and ammunition are stored and concealed within the locked vehicle, or locked container within the vehicle, out of plain view within the vehicle in the parking area. An employee with a concealed carry license may carry a concealed firearm in the immediate area surrounding his or her vehicle within a Park District parking area only for the limited purpose of storing a firearm within or retrieving a firearm from the vehicle's trunk, provided that the licensee ensures that the concealed firearm is unloaded prior to exiting the vehicle. For purposes of this policy, "case" includes a glove compartment or console that completely encloses the concealed firearm and/or ammunition, the trunk of the vehicle, or a firearm carrying box, shipping box, or other enclosing container.

48.0 SEARCH OF LOCKERS, DESKS, AND OTHER PARK DISTRICT PROPERTY

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

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

The Park District will generally try to obtain an employee's consent before conducting a search of Park District property or work areas, but may not always be able to do so.

Any property belonging to the Park District is subject to search if it is reasonably suspected that the property holds or contains any illegal or prohibited items or substances or missing or stolen Park District or Park District patrons' funds or property.

48.01 Workplace Inspections: To safeguard the property and personal safety of our employees and the Park District, the Park District reserves the right to inspect any packages, parcels, purses, handbags, gym bags, briefcases, lunch boxes, or any other possessions or articles carried to and from Park District property by employees and all other persons leaving and entering the Park District's premises.

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

Inspections may be conducted at any time at the discretion of the Park District. The Park District is not responsible for the loss of personal property.

Employees working on Park Direct premises, or entering or leaving the premises who refuse to cooperate in an inspection, or who after the inspection are believed to be in possession of unauthorized Park District property, confidential material, stolen property, weapons, alcohol, or illicit drugs, will be subject to disciplinary action, up to and including discharge.

49.0 COMPUTERS

The Geneva Park District provides computer access for most full time employees. Computer access is also available to select part-time and seasonal staff per job requirements. Each user is assigned a password to log into the computer system. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

The Geneva Park District computer hardware, software, program and document files, email, and all other aspect of the computer system available to employees are property of the Geneva Park District and are intended for business use only. Authorized company personnel or contracted personnel must have unrestricted access to computer information. This may include monitoring usage, retrieving business information, trouble shooting for hardware and software problems, preventing system misuse, assuring compliance with software policies, and complying with legal and regulatory requests for information. Given these business requirements, the Park District does not guarantee the privacy of documents and messages stored in Park District-owned files, desks, storage areas, or electronic media.

The Geneva Park District strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the District prohibits the use of the computers, internet, and email in ways that are disruptive, harassing, threatening or offensive to others, for example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

49.01 Geneva Park District Email: The Geneva Park District provides email for most full time employees. Email access is also available to select part-time and seasonal staff per job requirements. This access is provided at the Park District's expense to facilitate business operations and enhance customer service. Personal, non-business-related emails must be minimal. Each email user is assigned a Geneva Park District email address. This email can be accessed through Park District computers as well as on other computers through a remote login. Unauthorized or inappropriate use of Park District email will be subject to disciplinary action, up to and including termination of employment.

The following is a list of guidelines for email communications:

1. Email messages and other forms of electronic communication are not confidential. All email communications are Park District property and are subject to the Freedom of Information Act

(FOIA) or legal review.

2. Even “deleted” communications may be stored somewhere in the system for an indefinite duration. The act of deleting an email may not totally obliterate it.
3. Assume that any email communications could be used in future legal matters.
4. Courtesy and professionalism are extremely important in all communications.
5. It is strictly forbidden to compose emails that are discriminatory, defamatory, insulting, offensive, disruptive, romantic, pornographic or sexually-oriented, breaches of confidentiality, or violations of copyright. Email intended to be humorous may not come across with the correct tone.
6. Solicitations of all kinds are prohibited, including charitable, religious, commercial and political.
7. Sign all email. It is prohibited to send anonymous messages. Email users should create a regular signature to end all emails that should include their job title and all contact information.
8. Automatic replies should be created when an employee plans to be out of the office for an extended period of time. The reply should provide a date of return as well as an alternative contact in the employee’s absence.
9. DO NOT open email from unknown addresses. Viruses are often sent through emails and could contaminate the entire Park District computer network.
10. Users should routinely delete outdated or otherwise unnecessary emails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

49.02 Internet Access on GPD Computers: The Geneva Park District provides internet access on computers intended for all full-time employees. Internet access may also be available to part-time staff at SCC, SPRC and PFP. Restricted internet access is available at Sunset Pool and Stone Creek Miniature Golf Course for weather related searches only. This access is provided at the Park District's expense to facilitate business operations and enhance customer service. It should not be used for personal, non-business-related purposes including engaging in social media. Access to the internet should be limited by the nature of the access as well as by the length of time it is utilized. Employees should be aware that all access to the internet is subject to review by the Park District. Unauthorized or inappropriate use will be subject to disciplinary action, up to and including termination of employment.

NOTE: Internet Access on Smartphones: All employees should refrain from accessing the internet on GPD-issued or personal smart phones for personal, non-business-related purposes including engaging in social media while on duty.

49.03 Utilization of GPD and Personal Social Media: Social Media is powerful communication tool that has a significant impact on organizational and professional reputations. The Geneva Park District has crafted the following policy to help clarify how best to enhance and protect personal and professional reputations when participating in social media. Social media is defined as media designed to be disseminated through social interaction, created using highly accessible and scalable publishing techniques. Examples include, but are not limited to, Facebook, Twitter, LinkedIn, Google+, and MySpace. Other examples include video and photo sharing sites such as YouTube and Flickr.

49.03.01 Administration of GPD Social Media:

A. Purpose: Park District sponsored social media is used to convey information about programs, events, activities and facilities; obtain customer feedback; exchange ideas or trade insights about industry trends; reach out to potential new markets; provide sales and marketing support to raise awareness of Park District's brand; issue or respond to breaking news or respond to negative publicity; brainstorm with employees and customers; and discuss activities and events.

B. Protect the Park District Voice: Posts on Park District social media sites should protect the Park District's institutional voice by remaining professional in tone and in good taste. All content including names, profile images, and written posts should be appropriate. If the Park District

chooses to develop departmental social media pages, these pages should be clearly linked to the particular department or program rather than to the Park District as a whole.

C. Posted Photography/Videos: The Park District's Social Media will include photographs which are posted to increase interests in the District's programs, events, and facilities. The photographs used comply with the District's photograph/video policy stated below.

D. Photo/Video Policy: Photos and videos are periodically taken of people participating in Park District program and activities. All persons registering for Park District programs/activities, or using Park District property thereby agree that any photograph or videotape taken by the Park District may be used by the Park District for promotional purposes including its electronic media, videotapes, brochures, flyers and other publications without additional, prior notice or permission and without compensation to the participant.

E. Approved Administrators: The Marketing Department will monitor content on each of the District's social media sites to ensure adherence to appropriate use, message, and branding consistent with the quality standards of Geneva Park District.

- The Marketing Department retains the authority to remove information and redirect off-topic inquiries to the appropriate staff. Wherever possible, links to more information should direct users back to the District's official website for more information, forms, documents, or online services necessary to conduct business with the District. All content should be informative, pertinent, timely and engaging.
- Only employees designated and authorized by the Park District can prepare content or delete, edit, or otherwise modify content on Park District-sponsored social media.
- Authorized employees updating Park District social media are responsible for complying with applicable federal, state, and county laws, regulations, and policies. This includes adherence to established laws and policies regarding copyright, records retention, Freedom of Information Act (FOIA), First Amendment, privacy laws and information security policies established by Geneva Park District.
- Specifically, with regards to the Sunset Pool Twitter Feed, the Sunset Pool Managers, Front Office Manager, and Recreation/Aquatics Coordinator will have an approved set of template posts that they can utilize to update Twitter as needed. This would also be the case with the

Athletic Supervisors and any Field Supervisors accessing the Field Conditions/Athletics Twitter Feed.

F. Monitoring: As the internet is a public forum, the Park District reserves the right to monitor employees' use of social media including but not limited to statements/comments posted online, in blogs and other types of openly accessible forums, diaries, and personal and business discussion forums. Employees should have no expectation of privacy while using Park District equipment and facilities for any purpose, including the use of social media. The Park District reserves the right to monitor, review, and block content that violates the Park District's rules and guidelines.

G. Violations: The Park District will investigate and respond to all reports of violations of the Park District's policies, rules and guidelines or related company policies or rules. Employees are urged to report any violations of this policy to the Superintendent of Finance and Personnel. A violation of this policy may result in discipline up to and including termination. For any questions regarding these guidelines or issues related to your personal social media sites that have not been addressed in this policy, please contact the Marketing & PR Supervisor, Superintendent of Finance and Personnel or Executive Director.

49.03.02 Content and Comments for GPD Social Media:

Social Media provides an opportunity for sharing and discussing information about current Park District issues and activities of interest to a general audience. GPD Social Media Sites are maintained by the Geneva Park District. This policy is subject to amendment or modification at any time to ensure its continued use is consistent with its intended purpose as a limited forum.

Communications made through the sites will in no way constitute a legal or official notice or comment to the Geneva Park District or any official or employee of the Geneva Park District for any purpose. However, all information posted and the identities of those posting, are subject to public disclosure. Public Records requests must be filed through the FOIA Officer, Christy Powell, Superintendent of Finance and Personnel, 710 Western Avenue, Geneva, IL 61034. GPD Social Media Sites will clearly state that all comments are subject to public disclosure.

The public is encouraged to submit comments and questions understanding that GPD Social Media Sites are moderated online discussion sites and not public forums. Sheavoun Lambillotte,

Executive Director, should be contacted at 630-232-4542 or slambillotte@genevaparks.com for urgent matters or more serious concerns.

GPD Social Media Sites contain posts which include hyperlinks to other web pages. The Geneva Park District does NOT guarantee the authenticity, accuracy, appropriateness or security of any hyperlink, website or content linked to the sites.

All comments regarding any of the below will be deleted upon entry, and record of the date, time, comment, and user's name will be retained.

1. Content not related or irrelevant to the particular post being commented upon.
2. Content that promotes, fosters, or perpetuates profanity or discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability or sexual orientation.
3. Content that support or oppose political campaigns or ballot measures; solicit commerce; conduct or encourage illegal activity; contain sexual content or links to sexual content.
4. Content that may tend to compromise the safety or security of the public or public systems.
5. Content that violates a legal ownership interest of any other party.

A condensed version of this Content and Comments for GPD Social Media Sites section will be posted directly on the Geneva Park District Facebook page.

Condensed Comment Policy:

The Geneva Park District appreciates your comments. The District asks that you please be respectful of others. We reserve the right to delete profane, harassing, abusive or spam comments and to block repeat offenders. The District asks that anyone posting to this Facebook page do so operating under a community code of conduct. Unacceptable behavior includes posting: hate speech, false statements, defamatory language, inaccurate statements, intolerant comments about religion, race, age, gender, sexual preference or disabilities, name-calling, vulgar and obscene language, content that is harmful to children and any other disrespectful behavior and/or language deemed so by the Geneva Park District. Unsolicited and/or personal advertisements not authorized by Geneva Park District will be removed.

49.03.03 Best Practices for GPD Social Media & Personal Sites:

The Park District respects the right of employees and volunteers to use social media as a means of self-expression. Both in professional and institutional roles, employees need to follow the

same behavioral standards online as they would in real life. The same laws, professional expectations, and guidelines for interacting with clients, parents, members, donors, media, and other District constituents apply online as in the real world. Employees are liable for anything they post to social media sites. If you choose to identify yourself as a Geneva Park District employee on any form of social media and discuss matters related to our organization, please proceed with caution and discretion. Although your website, weblog, or any other medium of online publishing may be a personal forum that conveys your individual opinions, some people may nonetheless view you as a de facto spokesperson of the Park District.

Employees and volunteers should recognize that both during working hours and non-working hours, they are ambassadors of the organization. Everyone is expected to conduct themselves in the best interest of the Park District at all times. Additionally, all representatives are expected to promote teamwork and inspire trust and confidence. Personal views communicated through these channels could negatively impact the reputation and integrity of the Park District, which will not be tolerated and could result in disciplinary action up to and including termination of employees.

The following rules for social media will apply to all employees and volunteers:

1. Do not discuss confidential, work-related matters through the use of social media. Employees and volunteers also have a duty to protect home addresses and other personal information and the confidentiality of Park District marketing lists, customer account information, strategic business plans, customer lists, financial information, business contracts, and other proprietary information.
2. Do not use social media to harass, threaten, libel or slander, malign, defame, or discriminate against co-workers, managers, customers, clients, vendors or suppliers, any organizations associated or doing business with the Park District, or any members of the public, including web site visitors who post comments. The Geneva Park District's Non-Discrimination and Anti-Harassment and Equal Employment Opportunity policies apply to use of social media in the workplace.
3. Do not post any copyrighted information where written reprint permission is not obtained in advance.
4. If the District's name, official logo or any other District images or photographs are posted on personal social media sites, be aware of the image of the District that is portrayed. No

- photos posted on personal social media sites that include the District logo, District attire or other District likenesses shall include matters inappropriate or in conflict with the District's personnel policy or its mission to provide family-friendly recreational opportunities, including but not limited to, photos that include alcoholic beverages, drugs or drug paraphernalia, sexually suggestive behavior, or unlawful behavior of any kind etc.
5. Do not use Geneva Park District logos or any other agency photographs for endorsements or on personal social media sites. Do not use the Geneva Park District's name to promote a product, cause, or political party or candidate.
 6. Do not use a social networking site, group page, blog, or other internet social medium to discuss behavior that is prohibited by Geneva Park District policy or the Code of Conduct, including, but not limited to alcohol or drug use, sexual behavior, delinquent behavior, or unlawful behavior of any kind etc.
 7. Think twice before posting on social media. Privacy does not exist in the world of social media. Consider what could happen if a post becomes widely known and how that may reflect both on the person posting and the Park District. Search engines can turn up posts years after they are created, and comments can be forwarded or copied. If you wouldn't say it at a professional seminar, conference or to a member of the media, consider whether you should post it online. If you are unsure about posting something or responding to a comment, ask your supervisor for input or contact the Superintendent of Finance and Personnel.
 8. Strive for accuracy by getting the facts straight before posting them on social media. Review content for grammatical and spelling errors. This is especially important if posting on behalf of the Park District in any capacity.
 9. Be aware that a presence in the social media world is or easily can be made available to the public at large. This includes prospective sponsors, current sponsors, residents, nonresidents, current employers, board members, colleagues, and peers. Consider this before publishing to ensure the post will not alienate, harm, or provoke any of these groups.
 10. Identify your views as your own on personal sites. If you identify yourself as a Geneva Park District employee or staff member online, it should be clear that the views expressed are not necessarily those of the institution.
 11. Exception to Restriction on Employee Communications. Nothing in this Policy shall be construed to prohibit employees from using communications systems (whether Park District-owned or personal) to engage in protected, concerted activities during non-

working time (*i.e.*, during authorized break or meal periods). In this regard, it is important to understand that protected, concerted activities generally do not include such communications as threats, harassment in violation of law or Park District policy, communications involving illegal activity, political activity in violation of law or Park District policy, personal commercial ventures, and other communications that are both prohibited by Park District policy and not protected by applicable laws relating to the legal right of employees to engage in protected, concerted activities.

49.04 Acknowledgement of Email, Internet and Social Media Computer Policy:

I acknowledge that I have received a copy of Geneva Park District's Computer Policy. I agree to read it thoroughly, and agree that if there is any language in the policy I do not understand, I will seek clarification from my supervisor. I understand that my use of the Park District's computer network constitutes my consent to all the terms and conditions of this policy. In particular, I understand that (1) all documents, emails, internet browsing, and internet communications including social media posts that are transmitted and/or stored in the Park District network are the property of the Park District, (2) Park District computers, email and social media sites are to be used only for business purposes and not for personal purposes, (3) I have no expectation of privacy in connection with the use of Park District computers, email or internet browsing or posts or with the transmission, receipt, or storage of information on the Park District network and (4) all information stored, transmitted, and received is subject to FOIA or legal review.

I agree not to use a code, access a file, or retrieve stored communications unless authorized. I acknowledge and consent to the Park District's monitoring my use of Park District email and internet at any time at its discretion, including printing and reading all communications entering, leaving, or stored in the network.

Signature

Date

Printed Name

Position

50.0 TELEPHONE POLICY

50.01 Personal Calls and Texting:

While at work, employees are expected to exercise the same discretion in using cell phones as is expected for the use of land line phones. Excessive personal calls or texting during the work day, regardless of the phone used (personal or district-owned), can interfere with employee productivity and be distracting to others. A reasonable standard the District encourages is to limit personal calls and texting during work time to no more than two per day as needed. Employees are therefore asked to make any other personal calls on non-work time where possible. Flexibility will be provided in circumstances demanding immediate attention.

50.02 General Phone Procedures:

1. Attempt to reach employees at their primary phone number, as listed on the phone list, first during after hours or on weekends.
2. DO NOT give out cell phone numbers to anyone other than Park District staff.
3. If necessary, staff should contact the employee and notify them of the situation, do not let patrons contact employees directly.
4. Always leave a message and phone number if the employee does not answer the phone.

50.03 Geneva Park District Cell Phones:

The Geneva Park District will pay for and provide four cell phones for the following staff:

1. Superintendent of Parks and Properties
2. Foreman at Peck Farm Park
3. Wheeler Foreman and Evening & Weekend Security Officer
4. Recreation and general use to be checked out and returned

50.04 Use of District-Provided Cell Phones:

Where job or business needs demand immediate access to an employee the District may issue a business cell phone to an employee for work-related communications. Using district provided cell phones for purposes unrelated to work may result in disciplinary action. Each cell phone will be allotted a certain number of minutes (i.e.: “package”), either individually allocated or part of a group-rate program. Employees may be required to reimburse the District for any unauthorized personal, long distance or other charges which result in charges to the account over the package limit. Phone logs will be monitored regularly.

Employees in possession of company equipment such as cell phones are expected to protect the equipment from loss, damage or theft. All District-issued cell phones are the property of the Geneva Park District. An employee may be financially responsible for loss, damage, or failure to return an assigned cell phone if:

- Equipment is lost, stolen, or damaged while in the employee's care and loss or damage is due to the employee's gross negligence.
- Equipment is not returned by the employee within a specified time or is damaged upon its return.

The assignment of a cell phone to an employee may be withdrawn at any time at the discretion of the District.

Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the phone for return or inspection. Employees unable to present the phone in good working condition within the time period requested (i.e. 24 hours) may be expected to bear the cost of a replacement.

Employees who separate from employment with outstanding debts for equipment loss or unauthorized charges will be considered to have left employment on unsatisfactory terms and may be subject to legal action for recovery of the loss.

50.05 Personal Cell Phones Utilized For Business Purposes:

If a full-time employee has their own personal cell phone, we may choose to reimburse (at a rate determined annually at budget time) each month for the business use of their personal cell phone with the following understanding:

- The Director, office staff and other recreation staff can contact them about Geneva Park District issues when necessary on their personal cell phone.
- The District will not be liable for the loss of personal cell phones brought into the workplace.

50.06 Safety Issues for Cell Phone Use:

Employees whose job responsibilities include regular or occasional driving and who are issued or are reimbursed for the use of their cell phone for business purposes are expected to refrain from using their phone while driving. Safety must come before all other concerns. Employees are specifically prohibited from accessing electronic mail, text messaging, or instant messaging while driving. This includes composing, sending, or reading an electronic message while operating a vehicle on a roadway. However, this prohibition does not apply to employees

engaging in electronic communications via their cellular telephones in hands-free or voice-activated mode; or while parked on the shoulder of a roadway. Employees under the age of 19 are specifically prohibited from using a cell phone (including hands-free or voice-activated) at any time while driving, except for emergency purposes. Employees, regardless of age, may not use a cell phone (including hands-free or voice-activated) at any time while operating a motor vehicle on a roadway in a school zone, or on a highway in a construction or maintenance speed zone, except for emergency purposes.

Employees whose job responsibilities do not specifically include driving as an essential function, but who are issued a cell phone for business use, are also expected to abide by the provisions above. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their phone while driving will be solely responsible for all liabilities that result from such actions.

50.07 Additional Information, Requirements, Responsibilities:

All employees who are currently assigned a District-provided cell phone or are receiving monthly reimbursements for their personal cell phone will be given a copy of this policy and shall acknowledge, in writing, receipt and understanding of the provisions outlined in the policy.

It is the responsibility of the Superintendent of Finance and Personnel to monitor and update this policy.

If you agree to these provisions in this Telephone Policy, please sign and date below.

Signature

Title

Date

51.0 DRUG FREE WORKPLACE ACT POLICY

51.01 Purpose: The Geneva Park District has implemented this policy in response to overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job performance, safety, and efficiency. Since Park District employees operate, supervise and maintain parks, facilities, programs, and equipment for use by members of the public and perform services that may have a direct effect on the health and safety of members of the public and fellow employees, the Park District wishes to assure the health and safety of its patrons and employees.

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

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

This policy does not replace any of the provisions or requirements of the Park District's controlled Substance and Alcohol Testing Policy for positions that require a Commercial Drivers License (CDL). Park District employees who operate Park District commercial motor vehicles and possess a commercial driver's license have special responsibilities necessitated by the fact that they operate vehicles that require additional skill and attentiveness over that of non-commercial motor vehicles. As part of its continuing commitment to safety and to comply with federal law, the Park District has established a controlled substance and alcohol testing policy for Park District positions that require the transport of participants (see Alcohol and Drug Procedures For CDL Employees). Both the Park District and the federal government recognize that it is important to establish programs to help prevent accidents and injuries resulting from the misuse of alcohol or use of controlled substances by drivers of motor vehicles. The Alcohol and Drug Procedures for CDL Employees is in addition to and supplements and complements rather than supersedes all other Park District policies, rules, procedures, and practices, including without limitation this Alcohol and Drug Abuse Policy. However, for persons to whom the Alcohol and Drug Procedures For CDL Employees applies, in the event of any conflict between

any of the provisions of the Alcohol and Drug Procedures For CDL Employees the provisions of any other Park District policy, rule, procedure, or practice, the provisions of the Alcohol and Drug Procedures For CDL Employees and employees that transport patrons will control.

Please review the comprehensive Alcohol and Drug Abuse Policy and the Alcohol and Drug Procedures for CDL Employees (Section 54)

51.02 Acts Prohibited: The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis and alcohol, is prohibited on Park District property or while acting on behalf of the Park District.

51.03 Definitions: For purposes of this Policy, the following definitions apply:

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

11. "Possess" means to have either in or on an employee's person, personal effects, desk, files, or other similar area.
12. "Public Safety Responsibility" means a position in which the nature of an employee's duties is such that impaired perception, reaction time, or judgment may place a member or members of the public or other employees at risk of serious bodily harm, or is responsible for the administration or enforcement of alcohol/drug policies.
13. "Under the Influence" means that the employee is affected by alcohol or drugs in any determinable manner. A determination of being under the influence can be established by a professional opinion, a scientifically valid test, a layperson's opinion, or the statement of a witness.

51.04 Voluntary Treatment: It is the responsibility of each employee to seek assistance before alcohol or drug problems lead to disciplinary action. The Park District will not discipline an employee who voluntarily seeks treatment for a substance abuse problem if the employee is not in violation of the Park District's drug and alcohol policy or other rules of conduct. Seeking such assistance will not be a defense for violating the Park District's drug and alcohol policy, nor will it excuse or limit the 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. Employees who suffer from alcohol or drug abuse are encouraged to consult voluntarily with Park District management and undergo appropriate medical treatment. Participation in such treatment will be at the employee's expense, although some of these expenses may be covered under the employee's group health plan. Please see the Superintendent of Finance and Personnel for details. Park District management will attempt to keep such voluntary discussions and medical treatment confidential in accordance with this Policy.

51.05 Screening And Testing: The Park District may require employees whose job functions require them to operate or maintain vehicles or machinery, handle hazardous or toxic materials or substances of any kind, or have Public Safety Responsibility to be screened or tested on a random basis, or may require any employee to be screened or tested following a work place accident involving a possible violation of safety rules, during and after an employee's participation in an alcohol or drug counseling or rehabilitation program, or upon reasonable suspicion that the employee is under the influence of alcohol or drugs. The screening or testing will be conducted by a medical facility selected by the Park District at the Park District's expense. The screening or testing may require an analysis of the employee's breath, urine and/or

blood or such similar substance as the medical facility may recommend. Employees who undergo alcohol or drug screening or testing will be given the opportunity, prior to the collection of a specimen or other testing, to disclose the use of legal drugs and to explain the circumstance of their use. If an initial test is positive, a second test will be conducted from the same sample. A confirmed positive drug and/or alcohol test may result in disciplinary action, up to and including discharge.

Each Park District employee is required to sign a consent form, a copy of which is included with this Policy, at the time this Policy is distributed to the employee. Prospective employees applying for positions that require a commercial driver's license will be required to sign a consent form prior to taking the pre-employment drug screening. Prospective employees for positions that require a pre-employment physical will be required to sign a consent form prior to taking the pre-employment physical.

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

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

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

- 51.07 Use Of Legal Drugs: Any employee who operates or maintains a vehicle or machinery, handles hazardous materials or substances of any kind, or has public safety responsibility and who has taken a legal drug must report the use of such legal drug to their immediate supervisor if the legal drug may cause drowsiness or if it may alter judgment, perception or reaction time. The burden

is on the employee to ascertain from the employee's doctor or pharmacist whether or not the legal drug may have such a potential side effect. The information will be retained by the Park District in a confidential manner and will be disclosed only to persons who need to know. The employee's immediate supervisor, after conferring with the department head or Director, will decide whether or not the employee may safely continue to perform the job while using the legal drug. Failure to declare the use of such legal drugs or the abuse (over dosage) of a legal drug or drug that has not been prescribed for me may be cause for discipline up to and including dismissal.

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

51.09 Discipline/Penalties For Violation:

1. An employee who reports to work or is found during working hours to be or to have been under the influence of alcohol, controlled substances, or cannabis, including medical cannabis, or who manufactures, possesses, uses, sells or dispenses alcohol, controlled substances, or cannabis while on District property or while acting on behalf of the Park District, is convicted of a drug related crime, causes financial or physical damage to the Park District property, its employees or patrons as the result of alcohol or drug abuse, or fails to report the use of legal drugs in accordance with this Policy, will be disciplined in accordance with the Disciplinary Action Section of the Park District's Personnel Policy Manual. In addition to or in the alternative, depending on the circumstances as determined by the Park District in its sole discretion, the Park District may require the employee to successfully complete an alcohol and/or drug abuse assistance or rehabilitation program approved for such purposes by the Park District and by a federal, state or local health law enforcement or other appropriate agency. An employee who participates in a treatment program will be expected to meet job performance standards and comply with all rules established by the Park District. Participation in a treatment program will not, in itself, protect the employee from disciplinary

actions should job performance remain unsatisfactory.

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

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

51.11 Inspections: In order to assure that employees comply with the prohibition on manufacturing, distributing, dispensing, possessing, or using alcohol, controlled substances, or cannabis, employees may be subject to inspection as follows:

1. Lockers, desks, files, vehicles, equipment and other containers and property owned or leased by the Park District and which an employee is permitted to use during employment with the Park District, are and remain the property of the Park District. Employees are not permitted to keep controlled substances, cannabis or alcohol in or on such property. Any such property reasonably suspected of having or holding such substances is subject to search by the Park District.
2. Any refusal to submit to such an inspection will be treated as an act of insubordination and may result in disciplinary action, up to and including dismissal.

51.12 Records: The Park District will maintain medical records relating to alcohol or drug abuse, diagnosis, and treatment confidential and in a file separate from the regular personnel files. Access will be limited to those who need to know. The Park District will not disclose these

records to persons outside the Park District without the employee's consent unless disclosure of the records is necessary for legal or insurance purposes.

51.13 Consent To Drug And/Or Alcohol Screening Or Testing:

I hereby voluntarily consent to submit to drug and/or alcohol screening or testing by a physician, clinic, laboratory or medical facility chosen by the Geneva 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 to determine if I have alcohol or any controlled substance or cannabis in my system. I also authorize the physician, clinic, laboratory or medical facility to disclose his, her or its findings, conclusions, and opinions regarding the drug and/or alcohol screening or testing to a Park District official or a designated representative but to no other person without my written consent. If the results of such testing indicate that I have violated the District Alcohol and Drug Abuse Policy, I understand that I will be subject to nonhire, or disciplinary action up to and including immediate discharge.

If I test positive for a drug which may be legally prescribed for prescription use, I hereby further consent to allow the Medical Review Officer of the medical facility which administered the test to contact my physician or pharmacist to verify my reported use or abuse (overdose) of legally-prescribed drugs. I authorize my physician or pharmacist to provide the District or its agents with any current prescription bottles or physician's letters authorizing the use of any such medicines, which may explain the positive test results, and I will execute any consent or authorization forms may be required. I understand that the legal use of certain prescription drugs may disqualify me from certain jobs due to safety risks.

In consideration of my employment or continued employment, I hereby release and agree to hold the District and its elected officials, Commissioners, officers, members and agents harmless against any, and all claims, charges or causes of action whatsoever I now have or may have in the future which may arise from this testing or from any investigation or personnel action related to or arising out of any such testing.

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 and/or alcohol screening or 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. I further acknowledge that I have read this consent form carefully and that I am signing of my own free will.

☐ I agree to the test

☐ I will not agree to the test

Name: _____
(Print)

Signature: _____

Date: _____

Witness Signature: _____

52.0 ALCOHOL AND DRUG PROCEDURES FOR CDL EMPLOYEES

52.01 Introduction: In an effort to promote public safety and to help prevent accidents and injuries, the U.S. Department of Transportation (D.O.T.) 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 D.O.T. regulations are: Marijuana, Cocaine, Opiates, Amphetamines, and Phencyclidine (PCP). The following procedures have been developed to implement the D.O.T. 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. Geneva Park District employees who violate this policy are subject to disciplinary action, up to and including discharge.

52.02 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 that drugs cause can result in users (and their nearby co-workers) suffering more accidental injuries and motor vehicle accidents. Drugs can also rob the user of his or her ability to establish 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 Geneva Park District has gathered a variety of pamphlets and other materials about alcohol and drugs. These materials are available from the Superintendent of Finance and Personnel. In addition, full-time employees may access the confidential Employee Assistance Program (E.A.P.) for information and assistance with alcohol or drug use. Full-time employees may obtain information about the District's E.A.P. through the Superintendent of Finance and Personnel.

52.03 Affected Employees:

1. The following employees are subject to these alcohol and drug procedures, restrictions, and requirements: All employees who have a valid CDL driver's license, or are required to have a

valid CDL driver's license as a condition of employment, and operate a commercial vehicle for the Geneva Park District. This includes full-time and part-time employees.

2. 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 the employee is attending off site training and is not expected to return to duty for the remainder of the day.

52.04 Employee Requirements (382.201 to .215):

To meet the D.O.T. regulations, the following requirements are placed upon affected employees. Exceptions to these requirements may be made by the 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 (S.A.P.), 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 the employee received a moving violation for their operation of a commercial class vehicle which contributed to the accident or until the employee undergoes a post-accident or controlled substance test, whichever occurs first. The employee

must remain available for testing for a period of eight hours for an alcohol test or 72 hours for a controlled substance test.

52.05 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.

52.05.01 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 then a medical exam will be performed.
- c. If test results are negative the 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. The 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.

52.05.02 Controlled Substances Test: Testing will only be performed for the five controlled substances prohibited by the D.O.T. 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, the employee will be asked to drink water (up to 24 oz. in two hours) and the test will be attempted again.
- c. Hospital personnel will perform required testing to verify that the specimen sample has not been tampered with. The 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 the 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 the employee cannot be reached by the M.R.O., the Director will be contacted to tell the employee to contact the M.R.O. If contact is not made within 72 hours, the M.R.O. will determine the test results as positive. The M.R.O. reports the final concluded test results to the Director.
- g. If test results are positive, the employee will be removed from duties of operating or maintaining a commercial class vehicle. The 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.

52.06 Six circumstances under which testing will be performed:

52.06.01 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 the employee may operate or maintain a commercial class vehicle.
- c. Alcohol test results must be below 0.04 & controlled substances negative or the employee cannot be hired to the position without a professional evaluation. There is no requirement that the prospective employee be hired or that they see the M.R.O. or S.A.P., but an attempt must be made to inform the prospective employee of the results & 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, S.A.P.'S reports, and any refusals to test.

52.06.02 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 ~~25~~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.
- d. 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.
- e. A surplus of names will be generated so that another selection may be made in place of an employee who is temporarily on leave.

52.06.03 Reasonable Suspicion Testing (382.307)

- a. When a department head/supervisor has reason to believe that an employee has alcohol or controlled substances in their system they contact another department head/supervisor who will also observe the employee. If both department heads/supervisors are in agreement, the employee will be driven the designated testing facility for alcohol or controlled substances testing as appropriate.
- b. The department head/supervisor's determination must be based upon specific, describable, current observations of the employee's appearance, behavior, speech or body odor. Possession alone is not sufficient cause to require the employee to submit to testing.
- c. When a reasonable suspicion determination has been made, the 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. The 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. The employee will be asked to review and sign a Consent/Refusal Form.
- e. The department head/supervisor calls the designated testing facility to advise that the employee will be reporting for the testing. The employee under suspicion must be accompanied to the testing facility, preferably by a department head/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 the employee when he returns to work. If the employee insists on driving himself, the local Police Department will be called and notified.
- g. Testing for reasonable suspicion of alcohol 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 department head/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.

52.06.04 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.

52.06.05 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.

The 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).

52.06.06 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 abuses problem will be subject to follow up testing.
- b. The 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. The Director will advise the S.A.P. of the test results. The duration of surprise testing will continue as long as required by the S.A.P. 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 S.A.P. deems no more testing is required.
- d. Employee is responsible for all costs associated with follow-up testing.

52.07 Consequences of failed or refused tests (382.605):

- 1. An employee will be immediately removed from duty upon the 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. The employee selects a substance abuse professional (S.A.P.). The employee is responsible for payment to the substance abuse professional and subsequent counseling and rehabilitation. The employee's medical insurance may be used to help pay for these services. A list of S.A.P.'s will be provided the employee, however, the employee is free to choose any certified S.A.P.
- 3. The employee signs a release allowing the Park District to release the test results to the S.A.P. and signs a release for the S.A.P. to report back to the Director.
- 4. The S.A.P. will report back to the Director that the employee:
 - a. Does not require any help in dealing with a substance abuse problem - in which case the

- employee may be returned to full duty.
- b. That the 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 the employee requires but is not cooperating with counseling and rehabilitation and may not return to duty.
5. The employee is responsible for obtaining any counseling or rehabilitation prescribed the S.A.P. and must provide appropriate releases for counseling and rehabilitation professionals to report back to the S.A.P. Employees are advised that the U.S. D.O.T. regulations require that the additional counseling and rehabilitation not be performed by any business entity in which the S.A.P. has a financial interest.
 6. When the S.A.P. reports to the Director that the employee may return to full duty of operating and maintaining commercial class vehicles the employee must:
 - a. Test negative in return to duty alcohol or controlled substances testing (or both tests if so indicated by the S.A.P.).
 - b. Continue with any rehabilitation therapy if so prescribed by the S.A.P.
 - c. Test negative in unannounced follow up testing as prescribed by the S.A.P. or at a minimum, six tests in the first 12 months of returning to duty as ordered by the Director.

52.08 Required Training:

1. All affected employees will be informed of the new D.O.T. regulations and these policies and procedures to implement the regulations.
2. All department heads and supervisors will receive training in recognizing physical signs of alcohol misuse and controlled substance use prior to any employee ordering another employee to submit to reasonable suspicion testing. Sixty minutes of training for alcohol misuse recognition and 60 minutes of training for controlled substance use recognition is 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 department heads and supervisors 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 department heads and supervisors will sign an in-service training form stating that they attended the training. The in-service training form will be kept in Park District records.

53.0 CHILD ABUSE AND NEGLECT

The Geneva Park District will fully comply with the State of Illinois Abused and Neglected Child Reporting Act. The Park District will make every reasonable effort and precaution to prevent, detect, handle and report cases of suspected child abuse and neglect for children which come in direct contact with Park District programs, areas and facilities.

53.01 General Employee Guidelines: Specific hiring, training, supervision, employee conduct and reporting procedures have been developed for applicants and employees who will supervise children.

1. All prospective staff will be interviewed in person prior to the decision to accept them as an employee. Reference checks will be conducted.
2. The Park District will conduct a State of Illinois Criminal Background Check with employment pending its results.
3. All full and part-time employees, Recreation Department volunteers and Contractual Service Providers who work with children are required to review this policy and sign an Acknowledgment Form indicating that they understand the Abused and the Neglected Child Reporting Act requirements.
4. All full and part-time employees, Recreation Department volunteers and Contractual Service Providers will receive in-service training by supervisory staff. This orientation may include audio-visual, verbal and written materials on Park District policies and procedures regarding child abuse and neglect. Specific training will also include:
 - A. Periodic training programs to explain what are abuse and neglect indicators and reporting procedures.
 - B. Appropriate discipline and rewarding practices.
 - C. Using expressions of normal affection through physical contact.
 - D. Requiring that one-adult and one-child situations be 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, when appropriate.
 - H. Being alert to the physical and emotional state of children in their care.
5. Supervisory staff will make periodic unannounced visits to program sites to observe staff interaction with children and the behavior of individual children.

6. Attendance records of children participating in programs will be periodically reviewed by supervisory staff for instances of unusual absenteeism or reluctance of children to participate in the programs.

53.02 Handling Allegations of Abuse:

1. If a child advises Park District staff that someone has molested or otherwise abused them, staff should be prepared to help the child. It is suggested that staff 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 speaking is in control of the situation.
 - B. Don't criticize the child, question the child's story or imply that the child may have misunderstood what happened.
 - C. Encourage the child to speak with the Superintendent of Recreation and Recreation Supervisor about what happened. Tell him no one should ask to keep a secret about what happened and that it is okay to talk to the administrative personnel 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 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 matter only with the Superintendent of Recreation and Recreation Supervisor, or with the appropriate DCFS personnel and designated law enforcement personnel. It must not become the topic of conversation among other staff members either on or off, Park District premises. If you disclose the information to such other persons, you are violating the child's right to privacy and the privacy rights of other persons involved, and may be subject to legal liability.

2. The Superintendent of Recreation and appropriate Recreation Supervisor should be the contact persons for reporting suspected child abuse. In his/her absence the Director should be notified. The Superintendent and Recreation Supervisor should become thoroughly familiar with the reporting requirements under the Act as summarized in the following paragraphs. If the report is made directly to DCFS, the staff member is responsible to notify the Superintendent of Recreation or Director within 24 hours of contacting DCFS.
3. The Superintendent and staff person reporting the suspected abuse should immediately notify DCFS as required under the Act by telephone to the DCFS “central register” (1-800-252-2873) or in person or by telephone through the nearest DCFS office. 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, the name and address of child and his parents or other person having his custody, the child’s age, the nature of the child’s condition, including any evidence of previous injuries or disabilities, and any other information that the reporting staff person believes might be helpful in establishing the cause of such abuse or neglect and the identity of the person believed to have caused such abuse or neglect.
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 Director will notify the President of the Board of Commissioners of all reports of child abuse or neglect, which are suspected and reported to the Department of Child and Family Services.

53.03 State of Illinois Abused and Neglected Child Reporting Act

“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:

- A. 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 bodily function;
- B. 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 of impairment of any bodily function
- C. Commits or allows to be committed any sex offense against such child, as such sex offenses

are defined in the Criminal Code 1961, as amended, and extending those definitions of sex offense to allow to include children under the age of 18 years of age.

D. Commits or allows to be committed an act or acts of torture upon such a child; or

E. Inflicts excessive corporal punishment.

“Neglected Child” means any child whose parent or other person responsible for the child’s welfare withholds or denies nourishment or medically indicated treatment including food or care denied 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 does not provide the proper or necessary support, education as required by law, 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. 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 the disease or remedial care as provided under Section 4 of this Act.

Any recreational program or facility personnel having reasonable cause to believe a child known to them in their professional or official capacity may be an abused child or a neglected child shall immediately report or cause report to be made to the Department of Child and Family Services. Whenever such person is required to report under this Act in his capacity as a member of the staff shall make the report immediately to the Department in accordance with the provisions of this Act and may also notify the person in charge of the facility, or agency, or his designated agent that such report has been made. Under no circumstances shall any person exercise any control, restraint, modification or other change in the report or forwarding of such report to the Department. The privileged quality of communication between any professional person required to report and his client shall not apply to situations involving abused or neglected children, and shall not constitute grounds for failure to report as required by this Act. In addition to the above persons required to report suspected cases of abused or neglected children, any other person may make a report if such person has reasonable cause to believe a child may be abused or neglected child. Any person who enters employment on and after July 1, 1986 and is mandated by virtue of that employment to report under this Act, shall sign a statement on a form prescribed by the Department, to the effect that the employee has knowledge and understanding of the reporting requirements of this Act. The statement shall be signed prior to commencement of the employment. The employer shall retain the signed statement.

53.04 Abuse and Neglected Child Act Acknowledgement

As an administrator, activity supervisor, instructor, or volunteer of recreation programs involving children, you are required by the Illinois Abused and Neglected Child Reporting Act, to make a report whenever you have reasonable cause to believe a child has been abused or neglected.

Reports made in good faith are immune from liability-civil, criminal, or otherwise. Any person who willingly transmits a false report, however, commits the offense of disorderly conduct. Any person who willfully fails to report suspected child abuse or neglect commits the offense of Class A misdemeanor.

All reports should be channeled through the Superintendent of Recreation or the Director. In his/her absence reports should not be discussed with other staff members or participants. In the event that neither is available, the Supervisor should contact the State of Illinois Division of Child and Family Services at 1-800-252-2873.

I hereby acknowledge that I have knowledge and understanding of the reporting requirements of the Illinois Abused and Neglected Child Act. (Please read the complete policy before signing).

Signature

Date

Printed Name

Title

54.0 MODIFIED DUTY

The Geneva Park District is committed to providing employees with every reasonable opportunity 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 for employees who have sustained injuries or illnesses arising out of and in the course of their employment with the Park District ("work-related injury"). The purpose of the Modified Duty Program is to provide a temporary modified work assignment, when feasible and applicable, in accordance with the Americans with Disabilities Act (ADA). The feasibility of Modified Duty shall 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 attitude and aptitude of the employee, the specific physical or mental limitations, the essential functions of the temporary job assignment, the work environment and the ability of the Park District to provide accommodation. Modified duty may not be available for certain positions. 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.

54.01 Objectives

1. To return occupationally injured employees to work as soon as possible provided there is not a probability of re-injury to themselves 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 the employee who has sustained an occupational injury.
3. To assist employees in returning to work at a level close to their pre-injury earnings and productivity.
4. To retain qualified employees and experienced Geneva Park District employees.
5. To further the Park District's commitment and obligation to provide recreational programs, services and facilities to the public.

54.02 Modified Duty 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 occupational 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. When possible, employees shall be compensated at their regular salary. If not practical, the Geneva Park District's worker's compensation coverage provider (PDRMA) will be notified of the wage differential and be requested to pay employees 2/3 of the wage differential accordance with the Illinois Worker's Compensation Act.
 3. There shall be regular communication among the agency claims contact, department head, the employee's supervisor, the physician and the worker's compensation third party administrator (PDRMA) throughout the course of treatment and recovery.
 4. An employee who declines a modified duty position, which meets a physician's requirements, may be subject to disciplinary actions and possible discharge.
 5. Periodic review shall be conducted after an employee has been on modified duty status to determine the appropriateness and reasonableness of continuing the employee in the assignment. Upon request of the Geneva Park District, a review may be conducted at any time.

54.03 Department Responsibilities

1. The department head is typically responsible for the management of employees on modified duty status. They may also coordinate modified duty assignments with other departments, the agency risk manager, director, claims contact, and PDRMA.
2. When an employee is injured, the department head should provide the employee with the Modified Duty Guidelines Memorandum, which explains the modified duty policy, and the Physician Evaluation Form, which provides the physician with a form to list physical limitations.
 - A. At the initial visit and any subsequent visits to the treating physician, the injured employee is to give the Physician Evaluation Form to the attending physician for updating.
 - B. After the treating physician has completed the Physical Evaluation Form, it should be

returned to the department head by the employee.

- C. The department head should then forward a copy of the completed Physician Evaluation Form to the claims contact.
 - D. The department head then assigns the employee a modified duty assignment in accordance with the doctor's specifications, subject to periodic review and reassessment.
 - E. In some cases, departments may not have any available modified tasks. If so, they should use the Modified Duty Request Memorandum to request available modified duty assignments in other departments.
 - F. An employee who declines a modified duty position may be subject to disciplinary actions and possible discharge.
 - G. If applicable, the possibility of medical management and/or vocational services will be explored and communicated to all parts involved.
3. Departments should coordinate with the claims contact and worker compensation coverage provider (PDRMA) to review existing medical restrictions of the going medical status and work-adjustment.

54.04 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 the employee's work restrictions; provides all original copies of physician releases and reports and all medical records and forms to the Superintendent of Finance & Personnel 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 (820 ILCS 305/12), 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 the employee, for the purpose of

determining the nature, extent and probable duration of the injury received by the employee, and for purposes of ascertaining the amount of compensation which may be due the employee from time to time for disability according to the provisions of the Act.

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. The employee may also lose eligibility for workers compensation benefits.

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

54.05 Worker's Compensation Coverage Provider Responsibilities

1. Informs treating physician(s) about the Modified Duty Program.
2. Assists in obtaining medical statements from physician(s).
3. Notifies the Geneva Park District and the department of an employee's potential availability for modified duty assignment.

54.06 Potential Modified Duty Tasks - Please Note: Don't limit modified duty assignments to one department.

Answer phones, filing, paperwork, general office work

Inspections -vehicle, buildings, parks, etc.

Transfer to other departments with light duty tasks

Continue duties in supervisory capacity or paperwork

Clean and repair athletic equipment

Clean all fitness center equipment

Inventories (seasonal)

Joint purchase lists

Assist safety committee on outstanding projects, training procedures

Organize stockrooms

Deliver mail

Dusting

Clean and disinfect all preschool toys

Copy, collate and staple District flyers, programs, manuals, etc.

Pick up program and special event supplies

Collect and tally surveys

Develop special event checklists

Umpire/supervise umpires

Supervise outdoor sports activities

Update sports league materials

Assist in brochure development
Cashier
Inventory of maintenance shop/video/equipment
Light painting and janitorial work, replace heating filters
Inventory of shop/video
Plant bulbs
Clean toilets, windows, light fixtures
Minor building repairs, caulking windows & doors
Snow plowing, salt sidewalks
Use of riding lawn mowers, sharpen mower blades
Painting playground equipment, park benches, etc.
Grass trimming around trees, fences, and playground equipment
Sweeping and floor mopping
Ball field dragging using tractor
Organize tools and mark with Park District identification
Trim low tree branches
Assist mechanic, lubricate equipment

54.07 Memorandum

To: The Attending Physician
From: The Geneva Park District
Subject: Modified Duty Guidelines

The Geneva Park District is committed to providing employees with every reasonable opportunity to maintain career and employment benefits. To that end, the Geneva Park District has developed a temporary Modified Duty Program for employees injured during the course of their employment. We feel that our Modified Duty Program is beneficial and may aid in the employee's recovery.

The agency will attempt to provide work assignments that will bring minimum physical stress upon an injured employee. The program works in this way: as directed, under the advice of the attending or evaluating physician, an employee may continue to work but under reduced physical job requirements.

Please review the attached Physician Evaluation Form and provide an assessment of the physical work capacity and limitations of the injured employee. You may want to keep a copy for your files and return the original form to the injured employee.

Please feel free to contact the Geneva Park District risk manager/claims contact at 232-4542

should you need further information or have any specific questions.

54.08 Modified Duty Physician Evaluation Form

Please check the appropriate area that best suits the type of work the employee can perform according to his/her injury.

Employee Name _____

Department _____

Date of Injury _____

1. _____ **Fit for Full Duty.** Effective Date: _____
2. _____ **Medium Work**
May require some lifting up to 50 lbs., bending, carrying loads up to 30 lbs.
3. _____ **Light Work**
May require infrequent lifting of item up to 20 lbs. Some walking, standing, and/or pushing or pulling. Majority of work would be sedentary.
4. _____ **Sedentary Work**
May require infrequent lifting of light items up to 10 lbs., sitting, minimal walking, and answering phones.
5. _____ **Cannot be assigned** alternate duty at this time for the duration of _____ days.
6. Restriction until _____ (enter date).
7. Projected date employee will be returned to full duty: _____ (enter date).
8. Date of next medical evaluation: _____.

Special Instructions:

Physician's Signature

Date

54.09 Modified Duty Request Memorandum

To: _____
From: _____
Date: _____
Subject: Request for available modified duties

Please review the attached Physician Evaluation form. Please indicate whether any modified duty tasks are available in your department and within the physician's recommended limitations. Please complete and return this form to the requesting department when received.

Employee Name _____

Date Available _____

Can your department accommodate employee listed above? _____ Yes _____ No

55.0 NON-DISCRIMINATION AND ANTI-HARASSMENT

The Geneva 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 Geneva 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, officer, official, park commissioner, agent, volunteer, and vendor of the Geneva Park District as well as anyone using the Geneva Park District's facilities, to refrain from sexual and other harassment. The Geneva Park District will not tolerate sexual or any other type of harassment of or by any of its employees and elected officials. Actions, words, jokes, or comments based on an individual's sex, race, national origin, age, religion, sexual orientation, or any other legally protected characteristic will not be tolerated.

This policy may not be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, or from participating in business or work-related social activities or discussions in order to avoid allegations of harassment. The law and policies of the park district prohibit disparate treatment on the basis of sex 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 & further these policies, not to form the basis of an exception to them.

55.01 Definitions of Harassment:

1. Sexual harassment may occur whenever there are unwelcome sexual advances, requests for sexual favors, or any other verbal, physical, or visual conduct of a sexual nature when:
 - A. Submission to the conduct is made either implicitly or explicitly a condition of the individual's employment;
 - B. Submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or
 - C. The harassment has the purpose or effect of interfering with the employee's work performance or creating an environment that is intimidating, hostile, or offensive to the employee.
2. Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these

- behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering; catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail); and other physical, verbal or visual conduct of a sexual nature.
3. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, sex, age, national origin, disability, sexual orientation or any other characteristic protected by law or that of his/her 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.
 4. 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).
 5. Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, professional conferences, business meetings and business-related social events.
 6. Note: Any employee engaging in practices or conduct constituting sexual harassment, discrimination or harassment of any kind shall be subject to disciplinary action, up to and including discharge.

55.02 Retaliation Is Prohibited: The Geneva Park District prohibits retaliation against any individual who reports discrimination or harassment, participates in an investigation of such reports, or files a charge of discrimination or harassment. Retaliation against an individual for reporting harassment or discrimination, for participating in an investigation of a claim of harassment or discrimination, or for filing a charge of discrimination or harassment is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.

55.03 Reporting Procedure: The Geneva Park District strongly urges the reporting of all incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment or discrimination. Therefore, while no fixed reporting period has been established, the Geneva 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 or discriminatory conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

If you experience or witness harassment or discrimination of any kind, you should deal with the incident(s) as directly and firmly as possible by clearly communicating your position to the offending person, 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, e-mails, and telephone messages can strengthen documentation. It is not necessary that the harassment be directed at you to make a complaint.

55.04 Direct Communication with Offender: If there is harassing or discriminatory behavior in the workplace, 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 employee, you should 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. 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.

55.05 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, department head or the Director. If you feel uncomfortable doing so, or if your immediate supervisor and/or department head is the source of the problem, condones the problem or ignores the problem, report directly to the Director. If the Director is the source of the problem, condones the problem, or ignores the problem, you should contact the President of the Board of Park Commissioners.

- 55.06 Report to Director/President of the Board of Park Commissioners: An employee may also report incidents of harassment or discrimination directly to the Director. The Director or his designee will promptly investigate the facts and take corrective action when an allegation is determined to be valid. If your complaint alleges harassment 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 of Park Commissioners. An investigation will be conducted and appropriate action will be taken when an allegation is determined to be valid. At no time will personnel involved in the alleged harassment conduct the investigation.
- 55.07 Harassment Allegations Against Non-Employees/Third Parties: If you make a complaint alleging harassment or discrimination against an agent, vendor, supplier, contractor, volunteer or person using Geneva Park District programs or facilities, the Director will investigate the incident(s) and determine the appropriate action, if any. The Geneva Park District will make reasonable effort to protect you from further contact with such persons. Please recognize, however, that the Geneva Park District has limited control over the actions of non-employees.
- 55.08 Important Notice To All Employees: Employees who have experienced conduct they believe is contrary to this policy have an obligation to take advantage of this reporting procedure. An employee's failure to fulfill this obligation could affect his or her rights in pursuing legal action.
- 55.09 Responsibility of Supervisors and Witnesses: Any supervisor who becomes aware of any possible sexual or other harassment or discrimination of or by any employee should immediately advise the Director who will investigate the conduct and resolve the matter as soon as possible. All employees are encouraged to report incidents of harassment, regardless of who the offender may be or whether or not you are the intended victim.
- 55.10 The Investigation: – Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The Geneva Park District will make every reasonable effort to conduct

and investigation in a responsible and confidential manner. However, it is impossible to guarantee absolute confidentiality. 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 relevant knowledge. The Geneva Park District reserves the right and hereby provides notice that third parties may be used to investigate claims of harassment. You must cooperate in any investigation of workplace wrongdoing or risk disciplinary action, up to and including termination.

55.11 Responsive Action: The Geneva Park District will determine what constitutes harassment, discrimination or retaliation based on a review of the facts and circumstances of each situation. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, 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, as the Geneva Park District believes appropriate under the circumstances.

55.12 False and Frivolous Complaints: Given the possibility of serious consequences for an individual accused of sexual harassment, 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.

55.13 Transgender Rights

Discrimination Prohibited:

This policy is designed to create a safe, inclusive working environment in which staff can be honest and open about who they are. It will act as a guideline; each situation that occurs will need to be evaluated on a case by case basis. It is the District's policy to treat all of its employees with dignity and respect and to provide a workplace that is free of discrimination whether that discrimination is based upon race, color, religion, gender (including pregnancy, gender identity, gender expression, gender change, gender orientation, gender stereotyping, or transgender status), national origin, disability, parental status, political affiliation, genetic information, marital status, membership in an employee organization, age, reprisal, or other non-merit factors. All District employees are expected to conduct

themselves in the workplace in such a manner that is consistent with their obligation to maintain a work environment that is free of discrimination, including discrimination that is based upon gender identity or perceived gender non-conformity.

The following definitions are not provided to label individuals but rather to assist in understanding this policy and the obligations of Staff. These terms may or may not be used by transgender individuals to describe themselves.

- “Gender identity” or “Affirmed Gender” is a person’s deeply held sense or psychological knowledge of their own gender, regardless of the gender they were assigned at birth. Gender identity is also defined as an individual’s internal sense of being male or female or something else. It is not based on physical anatomy. The District understands that gender identity is a very personal matter that should be respected by all fellow employees and supervisors.
- “Assigned Gender” refers to the gender assigned to a child at birth based on physical anatomy.
- “Transgender” describes people whose gender identity is different from their gender assigned at birth
- “Transgender Man” is a term used to describe an individual who currently identifies as a man.
- “Transgender Woman” is a term used to describe an individual who currently identifies as a woman.
- “Gender nonconforming” describes people whose gender expression differs from stereotypical societal expectations related to gender.
- “Gender expression” refers to the way a person expresses gender identity to others, such as clothing, hairstyles, activities, voice or body characteristics, behavior or mannerisms.
- “Transition” is the time when a person begins to live as the gender with which they identify instead of the gender that they were assigned at birth. This may include changing one’s name, dressing and grooming differently. Transitioning may also include such medical and legal aspects as taking hormones, having surgery or changing identity documents to reflect one’s gender identity.

Transitioning Employee Responsibilities

Any employee planning a transition should notify the employer at least sixty (60) days prior to the planned transition so that the employer can prepare a transition plan and address the necessary logistics of the transition. Employees may speak with their direct supervisor, human resource manager or upper level administrative staff. Remember the employer may not be educated about what an

employee may need during the transition time. The employee should be prepared to educate the employer to the best of their ability.

The District recommends creating a Transition Plan as part of the transition process. This can assist the employer to create the necessary support system and plan for how the transition will occur. A Transition Plan should essentially be a detailed time line. Items to include are transitioning milestones, dates such as legal name change, when appearances will change and when the use of gender-specific facilities will change. Consider all the people in the District who will need to be engaged in the transition. Be sure to allow time for education and engagement of staff. Consider possible challenges such as lag time with payroll, insurance paperwork, etc.

Co-Worker Responsibilities

Be open, honest and supportive. If a co-worker is divulging information confidentially, be sure to keep the information confidential. Feel free to ask questions and allow the co-worker to educate you, but only do so if the co-worker expresses a willingness or desire to speak about the transition or gender identification. Employees shall not question other employees about suspected gender identity issues. Employees should use the appropriate male or female pronouns and the appropriate name in all official and unofficial communications. Employees must also be aware of the District's anti-harassment and discrimination policies. Co-workers must remember that discrimination based upon gender identity or expression is prohibited by the District. This prohibition applies not only to discrimination but also to harassment based upon an individual's gender identity or expression, as part of the prohibition based on gender. Failure to adhere to the District's non-discrimination policy may result in disciplinary action up to and including dismissal. If a co-worker is uncomfortable the District can assist them in learning more about the transition process or transgender issues in general.

District Responsibilities

The District will remain supportive of a transitioning employee and his/her needs. The District enforces its non-discrimination policies uniformly.

The District, its managers and supervisors are prepared to listen and be open-minded to transgender, non-conforming and transitioning employee issues. Conversations will be kept confidential from anyone who is not directly involved with the issues.

Personnel Documentation

All employees should be in the payroll system with their assigned gender and legal name. Once an employee has proof of changing their gender marker in the Social Security Administration records it may be changed in payroll. Health insurance records should also include the assigned gender until a medical provider approves the affirmed gender to be used. However, preferred names can be used for name tags, phone lists and other internal documents. The District will make every effort to recognize a transgender employee's preferred name.

Names/Pronouns

Employees should be addressed by a name and pronoun that corresponds to their affirmed gender. This name does not need to be the name under which the person is employed. Intentional or persistent refusal to respect an individual's gender identity through the use of names and pronouns not correlated with the affirmed gender is a violation of this policy and may lead to disciplinary action up to and including dismissal.

Restroom/Locker Room Accessibility

Once a transitioning employee begins living and working full-time in the gender that reflects the employee's gender identity and presentation, the employee may choose to use the restrooms and (if provided to other employees) locker rooms that correspond to the employees full-time gender identity. Reasonable accommodations which provide access to restrooms or locker rooms may be necessary to ensure the privacy, dignity, and respect of all employees. The objection of co-workers to a transgender or non-conforming gender employee using the same restroom or locker room facility shall not be the basis for denying the transgender or non-conforming gender employee use of that facility. Rather, the District may designate a different restroom or locker room facility for the objecting co-worker if available and reasonable.

Dress Code

Transgender and non-conforming gender individuals are entitled to dress as their affirmed gender within the District dress code. A transitioning employee's attire should remain professional and in conformance with required District dress code standards. Dress codes shall be applied to all employees equally.

Discrimination/Harassment

Complaints received regarding discrimination and/or harassment involving transgender or non-conforming gender individuals will be handled in the same manner as any other discrimination or harassment complaints. Procedure details are described in the District's Harassment Policy.

55.14 Contacting the Illinois Department of Human Rights: While we hope to be able to resolve any complaints of harassment within the Geneva 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, and, if it 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 365th and the 395th day.

55.15 Acknowledgement of Non-Discrimination And Anti-Harassment Policy

I have read and understand the Geneva Park District's Non-Discrimination And Anti-Harassment Policy, including the Transgender Rights Policy contained within it.

Signature

Date

Printed Name

Title

56.0 HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT POLICY

56.01 Sample Park District Business Associate Agreement/Contract Amendment:

This Amendment is entered into on this ____ day of ____, 2004 by and between PDRMA Health Program and the PDRMA Health Program staff as Plan Administrator, Geneva Park District (the “Covered Entity”) and 1) AFLAC and 2) Frank VanAelst and Associates (the “Business Associate”) to amend the Contract between Business Associate and Covered Entity.

WHEREAS Business Associate and Covered Entity have entered into a contract through which Business Associate provides payroll and auditing services to Covered Entity, and

WHEREAS the disclosure of certain individually identifiable health information will be regulated by the Department of Health and Human Services (DHHS) regulations, Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the “Privacy Regulations”), under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) effective in April 2003 and as amended from time to time, and

WHEREAS Covered Entity may from time to time disclose to Business Associate certain individually identifiable protected health information (PROTECTED HEALTH INFORMATION) that is subject to protection under HIPAA,

WHEREAS Business Associate and Covered Entity desire that their contract complies with the applicable provisions of HIPAA,

NOW THEREFORE, for and in consideration of the premises and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is agreed by and between the parties hereto that the terms listed below are made a part of their contract and provide a full statement of their responsibilities.

Definitions Generally

Terms used, but not otherwise defined, have the same meaning as those terms are used in the Privacy Regulations.

Term

This Amendment shall become effective on the date entered into above and shall continue in effect until all obligations of the parties pursuant to the Contract and this Amendment have been met, unless terminated as provided in the “Termination” section of this Amendment.

General

Business Associate shall take all necessary actions consistent with HIPAA’s requirements to safeguard the PROTECTED HEALTH INFORMATION that Covered Entity discloses to Business Associate in connection with Business Associate’s duties under the Contract. Business Associate may not use or further disclose PROTECTED HEALTH INFORMATION in a manner that would violate HIPAA’s requirements if done by the Covered Entity.

Obligations And Activities Of Business Associate

Business Associate shall:

- a) Not use or further disclose the information other than as permitted or required by this Contract or as required by law.
- b) Use appropriate safeguards to prevent use or disclosure of PROTECTED HEALTH INFORMATION disclosed by the Covered Entity to Business Associate or obtained by the Business Associates as result of carrying out the services as contracted for by the Covered Entity other than as provided for by this Contract.
- c) Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PROTECTED HEALTH INFORMATION by Business /Associate in violation of the requirements of this Contract.
- d) As soon as reasonably practicable, report to the Covered Entity any use or disclosure of the information not provided for by its contract of which it becomes aware.
- e) Document and maintain a log of such disclosures of PROTECTED HEALTH INFORMATION and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PROTECTED HEALTH INFORMATION and provide such information to Covered Entity or Individual, in time and manner as designated by Covered Entity.
- f) Make available PROTECTED HEALTH INFORMATION for amendment and incorporate any amendments to PROTECTED HEALTH INFORMATION in accordance with HIPAA.
- g) Make available the information required to provide an accounting of disclosures in accordance with HIPAA .
- h) Ensure that any agents or subcontractors to whom it provides PROTECTED HEALTH INFORMATION, received from or created/received by the Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply to the Business Associate with respect to such PROTECTED HEALTH INFORMATION.
- i) Make its internal practices, books, and records relating to the use and disclosure of PROTECTED HEALTH INFORMATION received from, or created/received by Business Associate on behalf of Covered Entity available to the HHS Secretary for the purposes of determining Covered Entity's compliance with HIPAA. Business Associate shall immediately notify Covered Entity upon receipt or notice of any request by the Secretary to conduct an investigation with respect to PROTECTED HEALTH INFORMATION received from, or created/received by Business Associate on behalf of the Covered Entity.

Uses & Disclosures for the Proper Management or Legal Responsibilities of the Business Associate

Business Associate may, if necessary, use and disclose PROTECTED HEALTH INFORMATION for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. However, in order to disclose PROTECTED HEALTH INFORMATION:

- a) The disclosure must be required by law; or
- b) Business Associate must obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to their person; and
- c) The person must notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Minimum Necessary Representations

Business Associate warrants and represents that all of its requests for disclosure of PROTECTED HEALTH INFORMATION will be the minimum necessary for the stated purpose to be accomplished. Additionally, Business Associate shall disclose to its subcontractors, agents or other third parties only the minimum PROTECTED HEALTH INFORMATION necessary to perform or fulfill a specific function required or permitted hereunder.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use/disclose PROTECTED HEALTH INFORMATION in any manner that would not be permissible under HIPPA requirements.

Data Aggregation Services

Business Associate will provide data aggregation services relating to the payment and health care operations of the Covered Entity.

Right to Audit

Covered Entity and its representatives shall be entitled on ten (10) business days prior written notice to Business Associate, to audit Business Associate from time to time to verify Business Associate's compliance with the terms of this Contract. Covered Entity shall be entitled and enabled to inspect the records and other information relevant to Business Associate's compliance with the terms of this Contract shall conduct its review during normal business hours of Business Associate, and to the extent feasible, without unreasonably interfering with Business Associate's normal operations.

Right to Cure

Covered Entity hereby preserves the right to cure a breach by Business Associate. Neither Covered Entity's exercise of this right, nor its ability to cure the breach, shall affect Covered Entity's right to terminate the Contract or seek any other remedies.

Data Ownership

All PROTECTED HEALTH INFORMATION provided by, or created or received by, Business Associate in the performance of the Contract is the sole property of Covered Entity.

Controlling Responses to Subpoenas

Notwithstanding any other section of this Amendment, the parties hereby agree that Covered Entity will control responses to subpoenas or any other discovery requests or judicial or administrative order mandating that Business Associate disclose PROTECTED HEALTH INFORMATION that covered Entity has made available to Business Associate.

Injunctive Relief

Business Associate acknowledges that its disclosure of any PROTECTED HEALTH INFORMATION without Covered Entity's prior written consent (as demonstrated through this Contract or other written document) would cause continuing, substantial, and irreparable injury to Covered Entity and that Covered Entity's remedies at law for such disclosure will not be adequate. Accordingly, Business Associate agrees that Covered Entity shall be entitled to immediate injunctive relief against the breach or threatened breach of the foregoing undertakings by Business Associate, and that such rights shall be in addition to, and not in limitation of, any other rights or remedies to which Covered Entity may be entitled at law or equity.

Security

In performing its obligations under the Contract, Business Associate agrees that Business Associate, its employees, agents, subcontractors, and any other individual permitted by Business Associate to access any computer system, network, file, data or software owned by, or licensed to, Covered Entity shall use all reasonable security practices and shall take all reasonable security measures necessary to protect the security of all such computer systems, networks, files, data, and software.

No Third-Party Beneficiaries

Nothing express or implied in this Contract is intended to confer, nor shall anything herein confer, upon any person other than the parties and the respective successors or assigns of the parties, any rights, remedies, obligations or liabilities whatsoever.

Notices

Any notices to be given hereunder to a party shall be made via U.S. Mail or express courier to such party's address given below, and/or (other than for the delivery of fees) via facsimile to the facsimile telephone numbers listed below.

If to Business Associate, to:

AFLAC
Attention: Frank VanAelst
Fax: 630-232-2844

If to Covered Entity, to:

Geneva Park District
Attention: Privacy Officer
Fax: 630-232-4569

Each party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided.

Compliance with Laws

Business Associate shall comply with all applicable federal, state and local laws, rules, and regulations, including, without limitation, the requirements of the Privacy Regulation. Business Associate agrees to comply with all Privacy Regulation requirements applicable to Business Associate as a covered entity and/or a business associate of Covered Entity."

Termination

Covered Entity may terminate the Contract without penalty or recourse to Covered Entity if Covered Entity determines that Business Associate has violated a material term of the Contract.

At termination of the Contract, Business Associate shall return all PROTECTED HEALTH INFORMATION received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form and retain no copies of such information. If such return or destruction is not feasible, the Business Associate must continue to protect such PROTECTED HEALTH INFORMATION in accordance with the Contract and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Further Assurances

In order to ensure that this Contract is consistent with HIPAA, Business Associate agrees that this Contract may be amended from time to time upon written notice from Covered Entity to Business Associate as the revisions required, to make this Contract consistent with HIPAA.

Survival

The provisions of this Amendment shall survive termination of the Contract.

Interpretation

Any ambiguity in this Contract shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA requirements.

Other Terms

With the exception of the terms and conditions set forth in this Amendment, all other terms and conditions of the Contract shall remain unaltered and in full force and effect.

Conflict

If there is any conflict between the terms of this Amendment and the Contract, this Amendment shall govern.

Indemnification

Business Associate agrees to indemnify the Covered Entity and hold the Covered Entity harmless against any and all amounts and expenses (including reasonable attorneys' fees and court costs) for which Covered Entity may become liable resulting from or arising out of negligent, fraudulent or criminal acts of Business Associate's employees, either acting alone or in collusion with others.

IN WITNESS WHEREOF, the undersigned have executed this Contract/Amendment as of the day and year first written above.

PDRMA Health Program

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

Signature: _____ Title: _____ Date: _____

56.02 Notice of Privacy Policies for PDRMA and AFLAC:

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY. IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT THE SUPERINTENDENT OF FINANCE AND PERSONNEL.

56.02.01 Introduction:

This Notice applies to PDRMA Health Insurance and AFLAC Insurance. For convenience, the Notice uses the term “Plan.” To the extent that any of these benefits are provided through an insurance company, you may receive a separate notice regarding the privacy practices from that particular insurer.

The Plan is required by law to maintain the privacy of participants’ protected health information and to provide participants with notice of its legal duties and privacy practices regarding protected health information.

Your health information is highly personal, and the Plan is committed to safeguarding your privacy. Please read this Notice of Privacy Practices thoroughly. For Plan administration purposes, the Plan (and various outside service providers hired by the Plan) creates records (such as records of health claims), and this Notice applies to all such records. Other notices and practices may apply to records created or maintained by your doctor or other health care provider.

This Notice summarizes the main provisions of the Plan document governing how the Plan may use and disclose your protected health information for:

- your treatment,
- payment of your claims,
- health care operations functions of the Plan, and
- other uses and disclosures of such information allowed by law.

It also describes the Plan provisions related to your ability to access and control the use and disclosure of your protected health information.

The Plan must abide by the terms of this Notice of Privacy Practices as currently in effect. The terms of this Notice may change and new notice provisions effective for all protected health information held by or on behalf of the Plan may be added. In the event of a change to this Notice of Privacy Practices, written information will be given to all employees involved in the PDRMA Health Insurance and/or AFLAC Insurance.

56.02.02 Protected Health Information May Be Used or Disclosed for Plan Administration:

When you or your dependents enrolled in the Plan, you acknowledged your consent to the uses and disclosures of your protected health information described in this section to assist in Plan administration **[verify with CLIENT]**. Not every possible use or disclosure is listed, but all of the ways your information may be disclosed for Plan administration fall into three categories: (i) treatment, (ii) payment, and (iii) health care operations.

Treatment

Your protected health information may be used or disclosed to carry out medical treatment or services by health care providers. For example, in carrying out treatment functions, the Plan (or service providers acting on behalf of the Plan, such as a pharmacy benefit manager) could use or disclose your protected health information to protect you from receiving inappropriate medications or share information about prior prescriptions if a newly prescribed drug could cause problems for you. The Plan also may share information about prior treatment with a health care provider who needs such information to treat you or your family properly.

Payment

Your protected health information may be used or disclosed to determine your eligibility for Plan benefits, to coordinate coverage between this Plan and another plan, and to facilitate payment for services you receive. For example, your information may be shared with an outside vendor that the Plan has hired to review utilization of services or medications, or with an outside company hired to help the Plan ensure that it is properly reimbursed if a third party is responsible for medical costs the Plan would otherwise pay.

Health Care Operations

Your protected health information may be used for various administrative purposes that are called “health care operations” of the Plan. For example, your information might be included as part of an audit designed to ensure that the Plan’s outside claims administrator is performing its job as well as it should for the Plan. And your information, along with that of all other participants, may be used each year to set appropriate premiums for the Plan or to help secure insurance that is needed to protect the Plan or Plan sponsor financially.

Disclosures for Payment, Treatment and Health Care Operations

As you can see, the Plan often relies on outside service providers to handle important administrative tasks on behalf of the Plan. When these tasks involve the use or disclosure of protected health information, the Plan is permitted to share your information with these outside providers (for example, the companies that may process claims for benefits under the Plan or administer your prescription drug benefits under the Plan). Whenever an arrangement between the Plan and a third party business associate involves the use or disclosure of your protected health information, that business associate will be required to keep your information confidential.

The Plan also may share your information with the Plan sponsor. For instance, the Plan may disclose whether you are participating in, enrolled in or disenrolled in the Plan. Generally, the Plan sponsor may use the information to carry out its Plan administrative functions. The Plan sponsor has agreed to prevent unauthorized use or disclosure of the information and to limit the employees who have access to such information. In no event may the Plan sponsor use the protected health information it receives from the Plan to make any employment-related decisions.

56.02.03 Additional Uses and Disclosures Allowed by Law:

Federal law on health record privacy also allows covered health care entities, including our Plan, to use and disclose protected health information without obtaining written authorization in the following circumstances:

- As authorized by and to the extent necessary to comply with workers’ compensation or similar laws.
- If the use or disclosure is required by federal, state or local law;
- For judicial and administrative proceedings, such as lawsuits or other disputes in response to a court order or subpoena; and
- For public health activities, such as preventing or controlling disease and reporting

reactions to medications.

Several other uses and disclosures are unlikely to affect the Plan, but are allowed under law:

- To government agencies for victims of abuse, neglect or domestic violence;
- For health oversight activities, such as audits, investigations, inspections and licensure;
- For law enforcement purposes, such as responding to a court order or subpoena, identifying a suspect or a missing person, or providing information about a crime victim or criminal conduct;
- To coroners and medical examiners for identification of or to determine a cause of death of deceased persons or as otherwise authorized by law;
- To funeral directors as necessary to carry out their duties;
- To an organ procurement organization or entity for organ, eye or tissue donation purposes;
- For certain research purposes, or to avert a serious threat to health or safety of a person or the public; and
- Under specialized government functions that warrant the use and disclosure of protected health information. These government functions may include military and veterans' activities, national security and intelligence activities, and protective services for the President and others. Information also may be disclosed to correctional institutions and other law enforcement officials with lawful custody of an inmate or other person.

56.02.04 Other Protections You May Have Under State Laws:

State insurance laws and other laws may give you greater rights than those secured under federal law (which our Plan already follows). These state laws may not apply to all benefit programs under the Plan. However, when the Plan Administrator becomes aware of state laws that offer you greater rights to protect your information, you will be notified within a reasonable time and told how the state laws affect you.

56.02.05 No Other Uses or Disclosures Without Your Authorization:

Other than the uses and disclosures described in this Notice, the Plan may not disclose your protected health information or make any other use of it without your written authorization.

56.02.06 You May Request Restrictions:

You will be able to request restrictions on certain uses and disclosures of your protected health information to carry out treatment, payment or health care operations functions as described in this Notice. For example, you may ask that the Plan not disclose information regarding your health to your spouse or children. The Plan is not required to agree to the requested restriction. But if the Plan does agree to honor your request, it will not use or disclose your information in the way you specified unless it is needed to provide emergency treatment. If the Plan discloses restricted information due to an emergency, the Plan will request assurances from the service provider that it will not further disclose your restricted information.

Please note that if the Department of Health and Human Services requests any of your restricted health information during an investigation of the Plan, the Plan must disclose the information even though it is restricted. Additionally, if the disclosure is of the type where your authorization is not required and you would not otherwise be given an opportunity to object to the disclosure, the Plan may disclose the restricted information.

You may make your requests to restrict the use and disclosure of your protected health information by writing to the Superintendent of Finance & Personnel. Your request must state the specific restriction requested and to whom you want the restriction to apply.

If you would like to remove a restriction, write to **Superintendent of Finance & Personnel**. Your request must state the specific restriction to be removed. If you orally inform the Plan of your desire to remove the restriction, the Plan may terminate the restriction if it documents your request. Additionally, the Plan may remove a restriction without your consent on a going-forward basis, which means that previously restricted information would remain restricted, but new information would not be subject to the restriction.

56.02.07 You May Receive Confidential Communications:

In certain circumstances, you may ask to receive confidential communications of protected health information by other means or at different locations. For example, you may request that the Plan contact you regarding a specific aspect of your health only at your work telephone number or address. The Plan will accommodate reasonable requests that clearly state, in writing, that the disclosure of all or part of your protected health information could endanger you. You may make your requests for communication by other means by writing to the Superintendent of Finance & Personnel.

56.02.08 You May Access Your Protected Health Information:

You will be able to inspect and copy your protected health information as long as it is maintained by the Plan or on behalf of the Plan, as described in this Notice. This ability would not apply to certain narrow types of information—psychotherapy notes; information that may be used in a civil, criminal, or administrative action or proceeding; and information that is not part of the records maintained by or on behalf of the Plan.

Generally, your information will be provided to you in a form regularly maintained by the Plan. If you consent, the Plan may provide a summary of or an explanation of your information that it holds instead of providing you access to the information.

Requesting Access

You must make your request for access to your information in writing to Plan Administrator by memo or email for either information dealing with the PDRMA Health Insurance Program or AFLAC Insurance.

The Plan Administrator will respond to your request within 30 days after its receipt if the information is maintained or accessible on-site or 60 days after receipt if the information is not maintained or accessible on-site. If additional time is needed, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, the Plan Administrator will act on your request within 60 days after its receipt if the information is available on-site or 90 days after receipt if the information is not available on-site. You will

receive written notification of the Plan's decision.

Denial of Request for Access

The Plan may deny your request for access to your protected health information under certain limited circumstances. Your request may be denied if:

- A licensed health care professional determines that your request is reasonably likely to endanger your or anyone else's life or physical safety.
- The information you request refers to another person, and a licensed health care professional determines that the access requested is reasonably likely to cause substantial harm to that person.
- The request is made by your personal representative and a licensed health care professional determines that providing access to your representative is reasonably likely to cause substantial harm to you or to another person.

In the event of a denial, the Plan will provide access to any part of the requested material that would not cause these problems.

Requesting Review of Access Denial

In most situations, you are entitled to request review of an access denial. In these instances, a health care professional that the Plan has chosen may review your protected health information. This person will not have been involved in the original decision to deny your request.

In certain limited cases, your request for access to your protected health information may be denied without giving you an opportunity to request review of that decision:

- The information that you seek to access is excepted from the right to access as described above.
- The information that you seek was created or obtained in the course of ongoing research.
- You are an inmate at a correctional institution and obtaining a copy of the information would risk the health, safety, security, custody or rehabilitation of you or of other inmates. The Plan will not provide your information if it would threaten the safety of any officer, employee or other person at the correctional institution who is responsible for transporting you.
- The information that you seek to access is contained in records protected by the Federal Privacy Act and the denial satisfies the requirements of that law.
- The information that you seek to access is obtained from someone other than a health care provider under a promise of confidentiality, and your access request would be reasonably likely to reveal the source of the information.

If your request for access to your information is denied and you will be able to request review of the denial, you may request review by writing to Sandy Burk, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60187-4320 or Bill Williamson, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. You will receive written notification of the decision on review within a reasonable time after you submit your request for review.

Copying Fees

You may be charged a reasonable fee to cover costs related to copying your information, preparation of an explanation or summary of the protected health information, and postage.

56.02.09 Amendment of Your Protected Health Information:

If the Plan is informed of an amendment to your protected health information, it will revise its records accordingly. Additionally, you will be able to have your protected health information amended, as described in this Notice, for as long as it is maintained by the Plan or on behalf of the Plan.

Requesting Amendment

You must make your request for amendment of your protected health information in writing to, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60187-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. You must also provide a reason to support the requested amendment.

The Plan Administrator will respond to your request within 60 days after its receipt. If additional time is needed, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, the Plan Administrator will act on your request within 90 days after its receipt.

Grant of Request for Amendment

If your request for amendment of your protected health information is granted, the Plan Administrator will make the appropriate amendment by identifying the records that are affected by the amendment and appending (or otherwise linking) the amendment to the original record. The Plan Administrator will notify you that the amendment has been made and request your permission to notify others of the amendment. These other individuals may include those you have identified to receive the amendment as well as individuals the Plan Administrator knows have the original protected health information and may have relied, or could foreseeably rely, on that information to your detriment.

Denial of Request for Amendment

Your request for amendment may be denied if:

- The Plan (or its service providers) did not create the information;
- The information is not part of the records maintained by or on behalf of the Plan;
- The information would not be available for your inspection (for one of the reasons described above); or
- The Plan Administrator determines that the information is accurate and complete without the amendment.

If your request for changes in your protected health information is denied, you will be notified in writing with the reason for the denial. You also will be informed of your right to submit a written statement disagreeing with the denial that is reasonable in length. A rebuttal statement to your statement of disagreement may be prepared by or on behalf of the Plan. You will be provided with any such rebuttal.

Your statement of disagreement and any corresponding rebuttal statement will be included with any subsequent disclosures of applicable information. If you do not file a statement of

disagreement, the Plan must submit your request for amendment (or a summary of such request) with any disclosure of the applicable information.

56.02.10 Accountings of Disclosures of Your Protected Health Information:

Effective April 14, 2003, or later if permitted by federal law, if the Plan or its outside service providers disclose your protected health information to anyone besides you for reasons that you have not authorized (other than the “payment, treatment, and health care operations” described above), you will be able to receive information about such disclosures as described in this Notice. This information is called an “accounting.”

A few minor exceptions do apply. By law, no accountings are required for disclosures described in the “Additional Uses and Disclosures Allowed by Law” section above or for disclosures to persons involved in your care, for national security or intelligence purposes, for disclosures to correctional institutions or law enforcement officials, or disclosures that are part of a limited data set that contains no more information than: (i) your age or date of admission, discharge or death and (ii) your city, state, county, precinct or zip code.

Requesting an Accounting

You must make your request for an accounting of disclosures of your protected health information in writing to, PDRMA Health Insurance PO Box 4320 Wheaton, IL 60187-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173.

Your request must specify a time period, which may not be longer than six years. (Remember, though, that information is available only for disclosures made on or after April 14, 2003, or later if permitted by federal law.) The Plan Administrator will respond to your request within 60 days after its receipt. If additional time is needed, you will be notified in writing to explain the delay and to give you the date by which your response will be sent. In any event, the Plan Administrator will act on your request within 90 days after its receipt.

For each disclosure, you will receive:

- the date of the disclosure;
- the name of the receiving entity and address, if known;
- a brief description of the protected health information disclosed; and
- a brief statement of the purpose of the disclosure or a written copy of the request for the information, if any.

Accounting Fee

In any given 12-month period, you may receive one accounting of the disclosures of your protected health information at no charge. Any additional request for an accounting during that period will be subject to a reasonable fee to cover the Plan’s costs in preparing the accounting.

56.02.11 Copy of Notice:

If this Notice is provided to you in electronic form or is posted at your place of employment, you may obtain a paper copy of this Notice of Privacy Practices upon request to the Superintendent of Finance & Personnel.

56.02.12 Complaints:

If you believe the Plan has violated your privacy rights, you may file a complaint with the Plan or with the Secretary of Health and Human Services. Complaints to the Plan should be filed in writing with, PDRMA Health Insurance PO Box 4320 Wheaton, IL 601879-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. You will not be penalized in any way for filing such a complaint.

56.02.13 Additional Information:

For further information regarding the issues covered by this Notice of Privacy Practices, please contact: the Superintendent of Finance and Personnel 630-262-2219.

This Notice is a “summary of material modifications” (SMM) for PDRMA and AFLAC. It is intended to update your “summary plan description” (SPD) for the Plan. To the extent of these changes, this SMM takes precedence over your SPD. Both the SMM and the SPD describe the major provisions of the legal plan documents themselves. For an extra copy of the SPD, contact at PDRMA PO Box 4320 Wheaton, IL 60189-4320 or, AFLAC 1355 Remington Road Suite K Schaumburg, IL 60173. As always, you may inspect copies of the legal plan documents themselves during normal business hours by contacting the Superintendent of Finance and Personnel. PDRMA or AFLAC retains the right to terminate the Plan at any time and may amend and modify the Plan at any time.

56.03 Plan Document Section 11 – Health Insurance Portability and Accountability Act (HIPAA)

Title I: Health Care Access Portability & Renewability

Plan Document Amendment to Section 11: add the following

Title II: Standards for Privacy of Individually Identifiable Information (Protected Health Information)

This Section applies to the Plan only to the extent that the Health Program constitutes a “health plan” that uses or discloses “protected health information” (“PHI”) as those terms are defined in 45 CFR 160 and 164 (the “HIPAA Privacy Rules”). For purposes of this Section, terms defined in the HIPAA Privacy Rules but not in this Plan shall be interpreted and administered in accordance with those provisions. Hereinafter, the PDRMA Health Program is referred to as the Plan, PDRMA Health Program staff is referred to as the Plan Administrator, member agencies of the PDRMA Health Program as Plan Sponsors, covered employees and dependents as Individuals, and the duly authorized Third Party Administrator as the Claims Administrator.

56.03.01 Disclosure of Summary Health Information:

The Plan Administrator shall disclose to a Plan Sponsor summary health information (information that does not and could not be used to identify any individual) if the Plan Sponsor requests such information for the purpose of obtaining premium bids from vendors of health insurance coverage.

56.03.02 Use and Disclosure of Protected Health Information (PHI):

1. The Plan Administrator will use and disclose PHI (information that identifies or could identify

an individual and is protected by the HIPAA Privacy Rules) in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (referred to herein as the “HIPAA Privacy Rules”), including to the extent that it determines that:

- a. such use or disclosure is needed for the “payment” of Individual claims, the “treatment” of Individuals under the Plan, or the “health care operations” of the Plan, as such terms are defined in the HIPAA Privacy Rules;
 - b. such use or disclosure is required by law;
 - c. such use or disclosure has been authorized by the relevant Individual(s) in accordance with the HIPAA Privacy Rules; or
 - d. such use or disclosure is appropriate under the portions of the HIPAA Privacy Rules governing access to PHI, requests to amend PHI, and accounting of disclosures of PHI.
2. The Plan Administrator will disclose PHI to the Plan Sponsor only in accordance with the HIPAA Privacy Rules upon receipt of the Plan Sponsor’s certification that the Plan Sponsor will comply with the applicable requirements of the HIPAA Privacy Rules.
3. Neither the Plan Administrator nor any health insurance issuer that provides benefits under the Plan will disclose any PHI to the Plan Sponsor unless the Individuals are provided with a notice of privacy practices stating that such disclosures may be made. The Plan shall be permitted to modify its privacy policy and notify Individuals of those modifications.
- 4.
5. The Plan Administrator will use PHI only to the extent and in accordance with the uses and disclosures permitted by the HIPAA Privacy Rules. Specifically, the Plan Administrator will use and disclose PHI for purposes related to health care treatment, payment for health care, and health care operations.

Payment includes activities undertaken by the Plan Administrator to obtain premiums or determine or fulfill its responsibility for coverage and provision of plan benefits that relate to an individual to whom health care is provided. These activities include, but are not limited to, the following:

- a. Determination of eligibility, coverage and cost sharing amounts (for example, cost of benefit plan maximums and copayments as determined for an Individual’s claim);
- b. Coordination of benefits;
- c. Adjudication of health benefit claims (including appeals and other payment disputes);
- d. Subrogation of health benefit claims;
- e. Establishing employee contributions;
- f. Risk adjusting amounts due based on enrollee health status and demographic characteristics;
- g. Billing, collection activities and related health care data processing;

- h. Claims management and related health care data processing, including auditing payments, investigating and resolving payment disputes and responding to Individual inquiries about payments;
- i. Obtaining payment under a contract for reinsurance (including stop-loss and excess of loss insurance);
- j. Medical necessity reviews or reviews of appropriateness of care or justification of charges;
- k. Utilization review, including precertification, preauthorization, concurrent review and retrospective review; and
- l. Subrogation and third-party reimbursement of the Plan.

Health Care Operations include, but are not limited to, the following activities:

- a. Quality assessment;
- b. Population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, disease management, contacting health care providers and patients with information about treatment alternatives and related functions;
- c. Rating provider and plan performance, including accreditation, certification, licensing or credentialing activities;
- d. Underwriting, premium rating and other activities related to the creation, renewal or replacement of a contract of health insurance or health benefits, and ceding, securing or placing a contract for reinsurance of risk relating to health care claims (including stop-loss insurance and excess of loss insurance);
- e. Conducting or arranging for medical review, legal services and auditing functions, including fraud and abuse detection and compliance programs;
- f. Business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the Plan, including formulary development and administration, development or improvement of payment methods or coverage policies;
- g. Business management and general administrative activities of the Plan, including, but not limited to:
 - (i) management activities relating to the implementation of and compliance with HIPAA's administrative simplification requirements;
 - (ii) customer service, including the provision of data analyses for policyholders, plan sponsors or other customers;
 - (iii) resolution of internal grievances; and
 - (iv) due diligence in connection with the sale or transfer of assets to a potential successor in interest if the potential successor in interest is a "covered entity" under HIPAA, or, following completion of the sale or transfer, will become a covered entity.

56.03.03 The Plan Administrator Will Use and Disclose PHI Only as Required by Law and as Permitted by Authorization of the Individual or Beneficiary:

With an authorization from an Individual, the Plan Administrator may disclose the Individual's PHI to the Plan Sponsor for purposes related to administration of pension plans, disability plans, reciprocal benefit plans, and other valid benefit programs.

56.03.04 With Respect to PHI, the Plan Sponsor(s) Agrees to Certain Conditions:

1. not use or further disclose PHI other than as permitted or required by the plan document or as required by law;
2. ensure that any agents, including any subcontractor to whom the Plan Sponsor provides PHI received from the Plan, enter into an agreement that signifies intent to comply with the same restrictions and conditions that apply to the Plan Sponsor with respect to PHI;
3. not use or disclose PHI for employment-related actions and decisions or in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by the Individual;
4. not use or disclose PHI in connection with any other benefit or employee benefit plan of the Plan Sponsor unless authorized by the Individual;
5. report to the Plan's Privacy Official any PHI use or disclosure that is inconsistent with the uses or disclosures provided for which it becomes aware;
6. make PHI available to an Individual in accordance with HIPAA's access requirements;
7. make PHI available for amendment and incorporate any amendments to PHI in accordance HIPAA; and
8. if feasible, return or destroy all PHI received from the Plan Administrator or Claims Administrator that the Plan Sponsor still maintains in any form, and retain no copies of such PHI when no longer needed for the purpose for which disclosure was made (or, if return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction infeasible).

56.03.05 Adequate Separation Between the Plan and Plan Sponsor Must Be Maintained:

In accordance with HIPAA, only the following Plan Administrator staff may be given access to PHI:

1. Benefits and Coverage Consultant
2. Health Risk Management Consultant
3. Eligibility and Underwriting Coordinator
4. Director of Finance and Programs
5. Other staff as designated by the Director of Finance and Programs, as may be necessary to administer the Plan

56.03.06 Limitations on PHI Access and Disclosure:

The persons described in Subsection E may have access to and use and disclose PHI only for plan administration functions that the Plan Administrator performs for the Plan Sponsors.

56.03.07 Privacy Official:

The Privacy Officer of the Plan as appointed by the Plan Administrator shall be responsible for:

1. development and implementation of the Plan's privacy policy (as provided in the HIPAA Privacy Rules) and administrative procedures;
2. receiving Individual complaints and responding to Individual requests for additional information about such policies and procedures; and
3. receiving reports from Plan Sponsors regarding any PHI use or disclosure of which they become aware that is inconsistent with the permitted uses or disclosures.

56.03.08 Minimum Necessary:

In no event shall the use or disclosure of PHI by the Plan Administrator exceed the scope reasonably determined by the Plan Administrator to be the minimum use or disclosure necessary for the intended purposes of the use or disclosure. Disclosures made on a routine and recurring basis will be made pursuant to standard policies and procedures that limit the disclosure to the minimum necessary. All other disclosures will be reviewed on an individual basis to ensure that the disclosure is limited to the information reasonably necessary to accomplish the purpose of the request. To the extent allowed by the HIPAA Privacy Rules, the Plan Administrator may rely on a requested disclosure as the minimum disclosure necessary.

56.03.09 Legal Standards:

1. Right to Revise Policy and Notice. To the fullest extent allowed by the HIPAA Privacy Rules, the Plan Administrator shall be permitted to modify its privacy policy and notify Individuals of those modifications.
2. More Stringent State Law. This Plan shall be administered and interpreted to comply with any applicable state law, except to the extent that such state law is preempted by HIPAA.
3. Cooperate with the Department of Health and Human Services (HHS). The Plan Administrator shall disclose PHI, and its internal practices, books, and records, as required, to HHS for purposes of investigating or determining compliance with the HIPAA Privacy Rules and the underlying statutory provisions which they interpret.

56.03.10 Noncompliance Issues:

If any of the persons described in Subsection E do not comply with the provisions of this Section IX, the Plan Administrator or the Plan Sponsor shall provide a mechanism for resolving issues of noncompliance, including disciplinary sanctions up to and including discharge as stated in the Personnel Policies of the Plan Administrator or Plan Sponsor relative to disciplinary and termination procedures.

56.03.11 Access and Copying of PHI:

1. Access. An Individual's access to Individual PHI shall be governed by this Subsection K and 45 CFR 164.524. This section applies to an Individual's PHI that is maintained by the Plan Administrator or Claims Administrator, except: psychotherapy notes; information compiled with a reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding; and information that is not part of a "designated record set" as defined in the HIPAA Privacy Rules.
2. Administration of Written Requests. An Individual may request access to his or her own PHI using forms and procedures established by the Plan Administrator or Claims Administrator, as applicable. Such request may also be made by a personal representative (as described in the HIPAA Privacy Rules) of the Individual, in which case the provisions of this Subsection K will apply to the personal representative as if he or she were the Individual.
 - a. If the requested PHI is maintained or accessible to the Plan Administrator or Claims Administrator on site, the Plan Administrator or Claims Administrator will grant or deny the request in writing within 30 days of its receipt of the request, unless it is unable to do so and during that 30-day period provides the Individual with a written statement of the reasons for the delay and the date on which the Plan Administrator or Claims

Administrator will grant or deny the request. In no event will this extension period exceed 30 days.

- b. If the requested information is not maintained or accessible to the Plan Administrator or Claims Administrator on-site, the Plan Administrator will grant or deny the request in writing within 60 days of receipt of the request, unless it is unable to do so and during that 60-day period provides the Individual with a written statement of the reasons for the delay and the date on which the Plan Administrator or Claims Administrator will grant or deny the request. In no event will this extension period exceed 30 days.
3. Request Granted. If the Plan Administrator or Claims Administrator grants an Individual's request to either inspect PHI or copy it, or both, the Plan Administrator or Claims Administrator will give the Individual such access to the PHI requested. If the PHI is requested in a format in which the PHI can be readily produced, then the PHI will be produced in that requested format. If the PHI ~~can not~~ cannot be readily produced in the requested format (as determined by the Plan Administrator or Claims Administrator), the Plan Administrator or Claims Administrator may provide it in readable hard copy format or some other form agreed to by the Plan Administrator or Claims Administrator and the Individual. Alternatively, the Plan Administrator or Claims Administrator may provide the Individual with a summary or explanation of the requested PHI if the Individual agrees in advance to the summary or explanation format and the fee (if any) imposed for such summary or explanation. The Plan Administrator or Claims Administrator will arrange for access to the requested PHI to take place within the time periods described in Subsection K. 2) The Plan Administrator or Claims Administrator will arrange a time and place for the Individual to obtain a copy of the PHI or will mail a copy of the PHI, at the Individual's request. The Plan Administrator or Claims Administrator may impose a reasonable, cost-based fee for providing requested PHI if the fee includes only the cost for copying (both the supplies and labor), postage (if mailing of PHI is requested), and preparation of summaries or explanations (if agreed to as provided above).
4. Request Denied. The Plan Administrator or Claims Administrator may deny an Individual's request and such denial will be considered final in the following cases: (A) the PHI is excepted from the right of access as specified in subparagraph 1) above; (B) the PHI is created or obtained in the course of ongoing research as described in the HIPAA Privacy Rules; (C) the PHI is contained in records subject to the Federal Privacy Act and may be denied under that Act; or (D) the PHI was obtained from someone other than a health care provider under a promise of confidentiality and access would be reasonably likely to reveal the source of the information.
 - a. The Plan Administrator or Claims Administrator may deny an Individual's request for access to PHI, provided that the Individual is allowed to have such denial reviewed, if a licensed health care professional, in the exercise of professional judgment, has determined that the access requested is: (A) reasonably likely to endanger the life or physical safety of the Individual or another person; (B) reasonably likely, if the PHI refers to another person, to cause substantial harm to that person; or (C) reasonably likely, if the access is requested by an Individual's personal representative, to cause substantial harm to the Individual or another person.

- b. If the Plan Administrator or Claims Administrator partially denies an Individual's request for access to certain PHI under Subsection K. 4) a. above, the Plan Administrator or Claims Administrator will make other PHI requested available to Individual. Additionally, if a request for PHI is denied (in whole or in part), the Plan Administrator or Claims Administrator will provide the Individual with a timely denial written in plain language and containing the basis for the denial; a statement of the Individual's review of denial rights (if applicable); and a description of how the Individual may submit a complaint. If the Plan Administrator or Claims Administrator does not maintain the PHI requested, but knows where it is maintained, the Plan Administrator or Claims Administrator must inform the Individual where the request should be directed.
- c. If an Individual's request for access is denied under Subsection K.4) a. above, the Individual may request to have the denial reviewed by a licensed health care professional which the Plan Administrator or a Claims Administrator has designated as the reviewing official and who did not participate in the original decision to deny the request. The Plan Administrator or Claims Administrator will promptly refer the request for review to the designated reviewing official, who will then determine whether or not to deny the access requested based on the acceptable grounds for denial described in Subsection K. 4). The Plan Administrator or Claims Administrator will promptly provide written notice to the Individual of that determination and take action necessary to carry out this determination.

56.03.12 Amending PHI:

1. Ability to Amend. An Individual's ability to amend his or her PHI shall be governed by this Subsection L and 45 CFR 164.526. This section applies to an Individual's PHI that is maintained by the Claims Administrator or Plan Administrator, except: psychotherapy notes; information compiled with a reasonable anticipation of, or for use in, a civil, criminal or administrative proceeding; or information that is not part of a "designated record set" as defined in the HIPAA Privacy Rules.
2. Requests for Amendment and Plan Response. An Individual may request an amendment in writing, using forms and procedures established by the Plan Administrator or Claims Administrator, as applicable, if such request is supported by a reason to amend. Such request may also be made by a personal representative of the Individual, in which case the provisions of this Subsection L will apply to the personal representative as if he or she were the Individual. The Plan Administrator or Claims Administrator will act on the written request no later than 60 days after receipt of such request. If the Plan Administrator or Claims Administrator is unable to act within this time, it may extend the period for up to 30 days by providing the Individual with a written statement of the reason for the delay and the date by which the Plan Administrator or Claims Administrator will complete its action on the request.
3. Amendment Granted. If the Plan Administrator or Claims Administrator grants the requested amendment (in whole or in part), it must make the appropriate amendment to the PHI or pertinent record. Such amendment will identify the affected PHI or records and append or otherwise provide a link to the location of the amendment. The Plan Administrator or Claims Administrator must also timely inform the Individual that the amendment is accepted and obtain the Individual's agreement to inform: (A) those identified by the Individual as having received the PHI and needing the amendment, and (B) those known by the Plan Administrator or Claims Administrator to have received the PHI and that may foreseeably rely on the PHI to the detriment of the Individual.
4. Amendment Denied.
 - a. Reasons for Denial. The Plan Administrator or Claims Administrator may deny a request for amendment if the PHI: (A) was not created by, or on behalf of, the Plan (unless the Individual provides a reasonable basis to believe that the originator of the PHI is no longer available to act on the requested amendment); (B) is not part of a "designated record set" as defined in the HIPAA Privacy Rules; (C) would not be available for Individual access under Subsection K; or (D) is accurate and complete without the amendment.

- b. Notice of Denial. If the Plan Administrator or Claims Administrator denies the request for amendment, it will send the Individual a denial written in plain language that contains a statement about: (A) the basis for the denial; (B) the Individual's right to submit a written statement disagreeing with the denial and how such statement may be filed; (C) how, if a statement of disagreement is not filed, the Individual may request that the Plan Administrator or Claims Administrator include the request for amendment and the denial with any future disclosures of the PHI which is the subject of the requested amendment; and (D) a description of the complaint procedures, including name or title and telephone number of the designated contact person or office.
- c. Statement of Disagreement. If an Individual request for amendment is denied, the Individual may file a written statement of disagreement. Such statement must be a reasonable length and must be filed using forms and procedures established by the Plan Administrator or Claims Administrator.
- d. Rebuttal Statement. Whenever an Individual submits a statement of disagreement under Subsection L.4) c., the Plan Administrator or Claims Administrator may prepare a written rebuttal to that statement. The Plan Administrator or Claims Administrator will provide a copy of that rebuttal to the affected Individual.
- e. Future Disclosures. The Plan Administrator or Claims Administrator will identify the PHI and append or otherwise link the amendment, denial, statement of disagreement, and rebuttal to the relevant records. The Plan Administrator or Claims Administrator will include such information, or an accurate summary of such information, with all future disclosures of the PHI if the Individual submitted a statement of disagreement. If the disclosure is made using a standard transaction that does not permit the material to be included with the disclosure, the Plan Administrator or Claims Administrator may transmit the material separately. If the Individual does not submit a statement of disagreement, the Plan Administrator or Claims Administrator will include the request for amendment and denial with future disclosures only if the Individual makes such a request. If the Plan Administrator or Claims Administrator receives notice from another "covered entity" as defined in the HIPAA Privacy Rules about an amendment to an Individual's PHI, the Plan Administrator or Claims Administrator must amend the PHI accordingly.

56.03.13 Accounting for Disclosures of PHI:

1. Accounting of Disclosures. An Individual's ability to receive an accounting of disclosures of his or her PHI is governed by this Subsection M and 45 CFR 165.528. An Individual may request an accounting of disclosures of PHI made by the Plan Administrator or Claims Administrator for any period less than six years prior to the date of the request unless the disclosure was: (A) to carry out treatment, payment and health care operations as provided in Subsection B. 1. b.; (B) to the Individual; (C) to persons involved in the Individual's care or for other notification purposes provided for in the HIPAA Privacy Rules; (D) for national security or intelligence purposes; (E) to correctional institutions or law enforcement officials; or (E) made prior to April 14, 2003 or such later date that may be determined by HHS. A request for an accounting of disclosures of an Individual's PHI may also be made by a personal representative of the Individual, in which case the provisions of this Subsection M. will apply to the personal representative as if he or she were the Individual.
2. Temporary Suspension. The Plan Administrator or Claims Administrator may temporarily suspend an Individual's ability to receive an accounting of disclosures made to a health oversight agency or law enforcement official if the accounting would be reasonably likely to impede the agency's or official's activities. The ability may only be suspended if the relevant agency or official provides the Plan Administrator or Claims Administrator with a written or oral statement specifying such impediment and the time for which the suspension is required. If this statement is an oral statement, the Plan Administrator or Claims Administrator will document the oral statement, including the identity of the agency or official making the statement; temporarily suspend the right to an accounting subject to the statement; and limit the suspension to no more than 30 days from the date of the oral statement unless a written statement is submitted during that time period.
3. Content of the Accounting. The Plan Administrator or Claims Administrator will upon request provide a written accounting of disclosures of PHI for any period of less than six years prior to the date of the request. For each disclosure made, the written accounting will include: the date of disclosure; the name and address of the recipient of the PHI; a brief description of the PHI disclosed; and the purpose of the disclosure. (In lieu of a description of the purpose of the disclosure, the Plan Administrator may provide a copy of the Individual's written authorization as permitted under the HIPAA Privacy Rules, or a copy of the written request for a disclosure pursuant to an HHS investigation or as permitted by the HIPAA Privacy Rules.) If the Plan Administrator or Claims Administrator makes multiple disclosures of PHI to the same person or entity for a single purpose, the accounting prepared by the Plan Administrator or Claims Administrator need only include complete information for the first disclosure, and the frequency or number, including the date of the last such disclosure, for subsequent disclosures.

4. Administrative Requirements. The Plan Administrator or Claims Administrator must act on the Individual's request for an accounting no later than 60 days after the receipt of such request. The Plan Administrator or Claims Administrator may extend this period for up to 30 additional days if it provides the Individual with a written statement of the reason for the delay and the date by which the accounting will be provided. The first accounting requested in any twelve-month period will be provided free of charge, but each subsequent request made within that same period will be charged a cost-based fee for completing the requested accounting. The Plan Administrator or Claims Administrator will inform the Individual of such fee in advance and provide the Individual the opportunity to withdraw or modify the request for a subsequent accounting.

56.04 HIPPA Privacy Procedures:

56.04.01 Geneva Park District Privacy Staff:

The Privacy Program Staff consists of the following Geneva Park District employees:

- Director
- Superintendent of Finance and Personnel
- Superintendent of Recreation
- Superintendent of Parks and Properties
- Manager of Natural Resources
- Office Manager
- Assistant Office Manager
- Administrative Assistant

All permanent staff will be trained on the policies and procedures regarding Protected Health Information and will be required to sign a Confidentiality Agreement attesting to completion of training and agreeing to uphold the policies and procedures regarding compliance with HIPAA's privacy regulations. All will be made aware of the disciplinary action that may be taken if action is taken that is not in compliance with these policies and procedures.

These positions include the Geneva Park District staff as identified above as well as other program staff to assure privacy compliance in situations where PHI might be inadvertently accessible when sharing printer or fax equipment.

56.04.02 Uses And Disclosures Of Protected Health Information (PHI):

In general, Geneva Park District staff may use or disclose PHI that is required for treatment, payment or operation (TPO) of the Program without obtaining an individual's signature on the appropriate authorization form approved for use by the PDRMA Health Program. Uses or disclosure of PHI must be confined to the minimum necessary to complete an activity related to the treatment, payment or operation of the Health Program.

It is necessary to obtain an individual's authorization before using or disclosing PHI under certain circumstances, including the following:

1. To use or disclose psychotherapy notes to carry out TPO. Psychotherapy notes include only actual discussions with the patient that are kept separate from all other information. (Most

- information necessary to process a claim for mental health benefits may be used and disclosed without consent or authorization.)
2. To obtain information from one health care provider to determine claim payment for services provided by another provider.
 3. To use PHI for employment-related purposes, such as a return-to-work examination, drug testing, workers comp claims, disciplinary actions, etc.
 4. To use or disclose PHI for purposes related to administering benefit plans other than the health plan. For example, an employer must obtain an individual authorization to use PHI in determining whether an individual is entitled to a disability benefit from a pension plan.
 - 1) To obtain health information from a health care provider to administer its obligations under the Americans with Disabilities Act (ADA).
 - 2) To obtain medical certification of the need for leave, additional certifications and fitness-for-duty certifications at the end of a leave under the FMLA.

56.04.03 Handling And Storage Of PHI:

General Areas

The worksite of the Geneva Park District Privacy Program staff will be located in an area containing offices and a general work area. The designated work area will encourage a traffic pattern that will consist primarily of Privacy Program staff but traffic may also include non-Privacy Program staff of the Geneva Park District organization.

Fax Machine and Printer Handling

The fax machine(s) and printer(s) located in the Geneva Park District's general work area shall be used to send or receive PHI. Their presentation will be in a face-down position. Privacy staff will routinely pick up documents that are present in the fax receiving tray or printer tray and deliver them to the in-box of the appropriate party in a face-down position. Care will be taken that no documents are left in receiving trays overnight. Fax machine will be turned off at the end of the work day to prevent delivery of PHI until Geneva Park District privacy staff is present.

A Confidential Fax Coversheet as approved by the PDRMA Health Program will be used when sending PHI. Highly sensitive health information such as that dealing with mental health, chemical dependency, sexually transmitted disease, HIV or other highly personal information will not be routinely sent via fax transmission unless an urgent situation dictates its necessity. Care will be taken that the document will not be left unattended during the faxing process and that arrangements have been made for the receiving party to be on hand to receive the document when the fax transmission is completed.

File Storage

Files in the general work area that contain PHI will be kept locked at all times and key access will be controlled.¹

Office Areas

Files in the offices of the Geneva Park District staff containing PHI will be locked at the end of each day; key access will be controlled.¹

When the office is unoccupied intermittently throughout the day, documents containing PHI or computer screens containing PHI will not be left in plain view to prevent accidental notice by a passerby.

Telephone Calls

Telephone calls in which PHI is discussed will be transacted in the offices of privacy staff whenever possible. Care will be taken to close doors when appropriate or move to a private area when appropriate.

Key access: the following Geneva Park District privacy staff positions will maintain keys to all locked files:

- Superintendent of Finance and Personnel
- Office Manager
- Assistant Office Manager
- Administrative Assistant

Access to these keys may be granted by any of the principal staff positions named above to any Geneva Park District support positions who have been trained and have signed a Confidentiality Agreement.

Mail Handling

Incoming mail for the Geneva Park District will be opened by the Office Secretary or Assistant Office Manager.

Disposal of PHI

PHI may not be placed in recycling bins and may only be discarded in waste baskets located in the offices of the principal PDRMA Health Program staff. Discarded materials will be shredded at the end of each day or placed in a locked drawer until practical to shred.

56.04.04 Employee Requests To Authorize Or Restrict Disclosures; Inspect, Copy And Amend PHI; Restrict Disclosures:

All such requests by employees should be made to the PDRMA Health Program by phone or in writing. Upon receipt of the request, the PDRMA Health Program will mail the appropriate request form to the employee. After the completed form is returned to PDRMA, it will be sent to the claims administrator.

The claims administrator will comply with the request and provide acknowledgement to the employee and PDRMA. If copies of PHI materials are requested, it will be sent directly to the employee; however, PDRMA will receive an acknowledgement of the action taken.

The PDRMA Health Program will keep a record of any such requests and will comply with disclosure restrictions.

56.04.05 Training:

Training on policies and procedures regarding the handling of PHI will be conducted for PDRMA's entire "workforce" in a manner consistent with the HIPAA regulations. Training will be documented via the Confidentiality Agreement process.

Initial training will be completed by April 14, 2003. All new hires will receive such training within 10 working days of the date of hire.

In the event of material changes in the privacy policies and procedures, additional training will be provided to the workforce within 30 days of the effective date of the change. Retraining will be conducted as deemed appropriate by the Privacy Officer.

HIPAA COMPLIANCE CHECKLIST

("NO" indicates that the function will be provided by the PDRMA Health Program on behalf of its member agencies.)

| STEP 1: PRIVACY OFFICIAL | HEALTH PROGRAM MEMBERS | HEALTH PROGRAM MEMBERS W/ADDT'L PLANS | NON-HEALTH PROGRAM MEMBERS |
|---|------------------------|---------------------------------------|----------------------------|
| a.) Appoint a Privacy Official | NO | For addt'l. plans only | YES |
| STEP 2: POLICIES AND PROCEDURES | | | |
| a.) Identify employees, volunteers, trainees and others who have any access to PHI and whose conduct, in the performance of work is under the direct control of the Agency whether they are paid by the covered entity or not. | YES | YES | YES |
| b.) Identify all areas where PHI is handled or stored (e.g., human resources, accounting/finance, legal, IT, mailroom, office manager, etc.). | YES | YES | YES |
| c.) Define the procedure by which employees will be able to inspect and copy, amend, restrict uses and disclosures and obtain an accounting of disclosures by means of HIPAA Privacy approved forms: <ul style="list-style-type: none"> - Authorization Form - Request to Inspect Health Information - Response to Inspection Request - Request to Correct/Amend Records - Response to Request to Correct/Amend - Request Not to Disclose Health Information | NO | NO | YES |
| d.) Develop an Agency HIPAA Privacy Compliance Procedure that incorporates a), b), and c) above. | YES | YES | YES |
| e.) Amend Personnel Policies to establish disciplinary action for violation of Agency HIPAA Privacy Compliance Procedures. | YES | YES | YES |
| f.) Develop a plan for training employees identified in a.) above and new hires as needed. | YES/ NO | NO | YES |
| g.) Create documentation of training by having employees sign a Confidentiality Agreement following training. | YES | YES | YES |

| STEP 3: BUSINESS ASSOCIATE AGREEMENTS | HEALTH PROGRAM MEMBERS | HEALTH PROGRAM MEMBERS W/ADDT'L PLANS | NON-HEALTH PROGRAM MEMBERS |
|---------------------------------------|------------------------|---------------------------------------|----------------------------|
| a.) | | | |

| | | | |
|--|-----|------------------------|-----|
| Develop a list of vendors and outside consultants whose work for you requires the use of PHI and their contract dates. | NO | For addt'l. plans only | YES |
| b.) Using the contract dates, determine which of the above require you to enter into a Business Associate Agreement immediately (contract signed or modified since 10/15/02) and which can be delayed until the next contract period (signed or modified prior to 10/15/02). | NO. | For addt'l. plans only | YES |
| c.) Develop a Business Associate Agreement. | NO | For addt'l. plans only | YES |
| d.) Enter into Agreements as needed. | NO | For addt'l. plans only | YES |
| STEP 4: NOTIFICATIONS | | | |
| a.) Distribute the prescribed Notice of Privacy Rights to current employees by April 14, 2003 (or April 14, 2004). | NO | NO | YES |
| b.) Implement steps to provide Notice of Privacy Rights to all new hires. | NO | NO | YES |
| c.) Amend Plan Document per HIPAA Privacy Rules and distribute amendment to all employees. | NO | YES | YES |

GENEVA PARK DISTRICT
EMPLOYEE CONFIDENTIALITY AGREEMENT

I, _____, acknowledge that I have received a copy of and have read and understand the Geneva Park District policies and PDRMA Health Program procedures (the “Policies and Procedures”) describing the policies and procedures relating to the privacy of individually identifiable health information (or protected health information (PHI)) as mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). In addition, I acknowledge that I have received training from the Geneva Park District regarding the procedures concerning PHI use, disclosure, storage and destruction as required by HIPAA.

In consideration of my employment and/or compensation from Geneva Park District, I hereby agree that I will not at any time, during my employment or association with Geneva Park District, or after my employment or association ends, use, access or disclose PHI to any person or entity, internally or externally, except as is required and permitted in the course of my duties and responsibilities with Geneva Park District, as set forth in the policies and procedures or as permitted under HIPAA. I understand that this obligation extends to any PHI that I may acquire during the course of my employment or association with Geneva Park District whether in oral, written or electronic form and regardless of the manner in which access was obtained.

I understand and acknowledge my responsibility to apply the Policies and Procedures during the course of my employment or association. I also understand that unauthorized use or disclosure of PHI may result in disciplinary action, up to and including the termination of employment or association with Geneva Park District and the imposition of civil penalties and criminal penalties under applicable federal and state law, as well as professional disciplinary action as appropriate.

I understand that this obligation will survive the termination of my employment or end of my association with Geneva Park District regardless of the reason for such termination.

Signed _____

Date_____

56.07 Fax Cover Page:

Geneva Park District
710 Western Avenue
Geneva, IL 60134
630-232-4542

Fax Cover Page

TO: _____
FROM: _____
Subject: _____
Date: _____

This transmittal is _____ page(s) long, including the cover page. If there is an error in the transmission please call 630-262-2219.

This communication and any files transmitted with it may contain information that is privileged, confidential and/or exempt from disclosure under applicable law. If you are not the intended recipient, you are hereby notified that any disclosure, copying, distribution, or use of the information contained herein (including any reliance thereon) is strictly prohibited. If you receive this communication in error, please immediately contact the sender and destroy the material in its entirety, whether in electronic or hard copy format. Thank you.

GENEVA PARK DISTRICT
AUTHORIZATION FOR RELEASE OF HEALTH INFORMATION

I _____ (Employee Name) hereby authorize the use or disclosure of my health information as described in this authorization below.

(1) Specific person/organization (or class of persons) authorized to provide the information:

Group Health Plan/TPA

(2) Specific person/organization (or class of persons) authorized to receive/utilize information:

(3) Specific and meaningful description of the information:

(4) Purpose of the request: (Please state the purpose of the request below. If you do not wish to state a purpose, please state, "At the request of the individual.")

(5) Right to revoke: I understand I have the right to revoke this authorization at any time by notifying PDRMA group health plan in writing at P.O. Box 4320 Wheaton, IL 60189-4320. I understand that the revocation is only effective after it is received and logged by the PDRMA group health plan. I understand that any use or disclosure made prior to the revocation under this authorization will not be affected by a revocation.

(6) I understand that after this information is disclosed, federal law might not protect it and the recipient might redisclose it.

(7) I understand that my initial and continued employment and position are subject to my agreement to this authorization, and any additional authorization the PDRMA group health plan requests.

(8) I understand that I am entitled to receive a copy of this authorization.

(9) I understand that this authorization will expire when my employment with Geneva Park District terminates.

Signature of Employee _____

Date _____

Personal Representative Section

If a Personal Representative executes this form, that Representative warrants that he or she has

authority to sign this form on the basis of:

56.09 Individual Request Not To Use Or Disclose Health Information:

I understand that the PDRMA group health plan may use and disclose protected health information about me for purposes of health care treatment, payment and health care operations without my consent. I request to restrict use and disclosure of protected health information concerning health care treatment, payment or health care operations about me by the PDRMA group health plan in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Group Health Plan Not Required to Agree

I understand that the group health plan is not required to agree to this restriction.

Termination of Restriction

I understand that if the group health plan agrees to this restriction, either the Plan or I may terminate this restriction at any time. The termination of the restriction is only effective for future uses and disclosures.

Emergency Treatment Exception

I understand that if protected health information must be used or disclosed to provide emergency treatment for me, then this restriction is void.

Questionnaire

Requestor: Please complete all of the following questions. If the question is not applicable, mark N/A on the answer line.

(1) I request the following information be restricted (description of information)

(2) I request that use and disclosure of the above described information be restricted in the following manner (description of restriction):

(3) I request that my protected health information not be disclosed to the following individuals or entities (list individuals or entities to which information would not be disclosed):

I understand that if a restriction is not specifically listed above and agreed to in writing by the group health plan, it will not be effective.

Signature_____ Date:_____

56.10 Individual Request To Inspect Health Information:

I request to review health information held about me in the PDRAM group health plan's "designated record set" in accordance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA). A "designated record set" includes information such as medical records; billing records; enrollment, payment, claims adjudication and health plan case or medical management record systems; or records used to make decisions about individuals.

I understand that the PDRMA group health plan has 30 days to respond to this request, and that if someone else holds the information or it is off-site, the response time is 60 days.

I request that the information be provided in the following format:
(circle one) paper electronic

I agree that the PDRMA group health plan may provide a summary of the health information instead of allowing me to review the information.

I agree to pay any fees for copying or summarizing my health information. Fees will be reasonable and cost-based, and include only the cost of copying, postage, and preparation of a summary (if I agree to a summary).

I understand that this request does not apply to certain health information, including: (1) information that is not held in the designated record set; (2) psychotherapy notes; (3) information compiled in reasonable anticipation of or for litigation; and (4) other information not subject to the right to access information under HIPAA.

Signature_____ Date_____

56.11 Response To Inspection Request:

Grant

Your request to access your health information has been granted. Access will be provided either by mail or electronic format depending on the advance agreement provided by individual.

Need for Extension of Time

The PDRMA group health plan received your request to access health information on (date)_____. The PDRMA group health plan has evaluated your request to access health information. A delay in providing the information is necessary for the following reason:

The PDRMA group health plan will respond to your request by (date no later than 60 days from the date of request)_____.

Denial of Access

The PDRMA group health plan received your request to access health information on (date)_____. Your request is denied for the following reason:

You may file a complaint regarding this decision with the PDRMA group health plan or the U.S. Department of Health and Human Services. If you file a complaint with the PDRMA group health plan, please file in writing with the following person:

In certain cases you are entitled to appeal the denial of access. You are entitled to an appeal if access was denied because in the opinion of a licensed health care professional, granting access is likely to endanger the life or physical safety of you or another person. If you appeal, your appeal will be reviewed by a licensed health care professional designated by the PDRMA group health plan who did not participate in the original decision. The appeal and notice of the appeal decision will be conducted promptly.

56.12 Individual Request To Correct Or Amend A Record:

I request the PDRMA group health plan to amend the protected health information in its designated record set.

Specific Statement of Amendment Request

Specific Reason for Amendment Request

I understand that if the protected health information was not created by PDRMA group health plan, the PDRMA group health plan is not required to honor my request. For example, if the information I wish to amend is in a medical report created by my physician, I must ask the physician – not the PDRMA group health plan – to amend the report. I also understand that if the information is not available for my inspection, is not part of the PDRMA group health plan’s designated record set or is already accurate and complete, I cannot amend the information.

I understand that the PDRMA group health plan will respond to my request within 60 days.

Signature_____ Date_____

56.13 Response To Amendment Or Correction Request:

Grant

Your request to amend or correct your health information has been granted. The PDRMA group health plan will make an appropriate amendment to the designated record set. You must provide the PRDMA group health plan with the names of any persons to which you wish to provide the amended information. The PDRMA group health plan then will make reasonable efforts to inform these individuals – and persons that the PDRMA group health plan knows may have relied or could rely on the information – of the amendment within a reasonable time.

Need for Extension of Time

The PDRMA group health plan received your request to amend information on (date)_____. The PDRMA group health plan has evaluated your request to amend health information. A delay in action is necessary for the following reason:

The PDRMA group health plan will respond to your request by (date no later than 60 days from the date of request)_____.

Denial of Amendment

The PDRMA group health plan received your request to amend health information on _____. Your request is denied for the following reason:

Statement of Disagreement

You have the right to file a written statement disagreeing with the denial of amendment. The statement of disagreement must be limited to two single-sided 8-1/2 x 11 pages. The statement of disagreement should be filed within 60 days of this notice with the following office, _____. The PDRMA group health plan has the right to prepare a rebuttal statement to your statement of disagreement. If it does so, you will receive a copy.

If you do not submit a statement of disagreement, you may request that the PDRMA group health plan provide your request for amendment and this denial of amendment with any future disclosures of protected health information that is the subject of this request.

You may file a complaint regarding this decision with the PDRMA group health plan or the U.S. Department ~~if of~~ Health and Human Services. If you file a complaint with the PDRMA group health plan, please file in writing with the following person: Sandy Burk, PO Box 4320, Wheaton, IL 60189-4320.

57.0 IDENTITY PROTECTION POLICY

57.01 Introduction and Identification of Act

This Identity-Protection Policy is adopted pursuant to the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.* The Identity Protection Act requires Geneva Park District to draft, approve, and implement this Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) that the District collects, maintains, and uses. It is important to safeguard SSNs against unauthorized access because SSNs can be used to facilitate identity theft. One way to better protect SSNs is to limit the widespread dissemination of those numbers. The Identity Protection Act was passed in part to require the District and other local and State government agencies to assess their personal information collection practices and make necessary changes to those practices to ensure confidentiality. All District officers, employees, and agents shall comply with the Identity Protection Act and this policy at all times.

57.02 Definitions

The following words shall have the following meanings when used in this policy.

“Act” means the Illinois Identity Protection Act, 5 ILCS 179/1 *et seq.*

“Board” means the Board of Commissioners of the Geneva Park District.

“District” means Geneva Park District.

“Person” means any individual in the employ of the District.

“Policy” means this Identity-Protection Policy.

“Publicly post” or “publicly display” means to intentionally communicate or otherwise intentionally make available to the general public.

“Redact” means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

“SSN(s)” means any Social Security number provided to an individual by the Social Security Administration.

“Statement of Purpose” means the statement of the purpose or purposes for which the District is collecting and using an individual’s SSN that the Act requires the District to provide when collecting a SSN or upon request by an individual. An example of a Statement of Purpose for the District is attached to this Policy.

57.03 Statement of Purpose

The District shall provide an individual with a Statement of Purpose anytime an individual is asked to provide the District with his or her SSN or if an individual requests it.

57.04 Prohibited Activities

Neither the District nor any Person may:

1. Publicly post or publicly display in any manner an individual’s SSN.
2. Print an individual’s SSN on any card required for the individual to access products or services provided by the person or entity.
3. Require an individual to transmit a SSN over the Internet unless the connection is secure or the SSN is encrypted.

4. Print an individual's SSN 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 SSN to be on the document to be mailed. Notwithstanding the foregoing, SSNs may be included in applications and forms sent by mail, including, but not limited to: (i) any material mailed in connection with the administration of the Unemployment Insurance Act; (ii) any material mailed in connection with any tax administered by the Department of Revenue; and (iii) 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 SSN. A SSN that is permissibly mailed pursuant to this paragraph will not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

Except as otherwise provided in the paragraph below or unless otherwise provided in the Act, neither the District nor any Person may:

1. Collect, use, or disclose a SSN from an individual, unless: (i) required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the District's duties and responsibilities; (ii) the need and purpose for the SSN is documented before collection of the SSN; and (iii) the SSN collected is relevant to the documented need and purpose.
2. Require an individual to use his or her SSN to access an Internet website.
3. Use the SSN for any purpose other than the purpose for which it was collected.

The prohibitions in the paragraph above do not apply in the following circumstances:

1. The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity first receives from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's SSN will be achieved.
2. The disclosure of SSNs pursuant to a court order, warrant, or subpoena.
3. The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.
4. The collection, use, or disclosure of SSNs for internal verification or administrative purposes.
5. The disclosure of SSNs by a State agency to the District for the collection of delinquent child support or of any State debt or to the District to assist with an investigation or the prevention of fraud.
6. The collection or use of SSNs 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.

57.05 Coordination With The Freedom Of Information Act And Other Laws

The District shall comply with the provisions of the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and 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 SSN. However, the District shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, the District shall request each SSN in a manner that makes the SSN easy to redact if required to be released as part of a public records request.

57.06 Limited Employee Access To Social Security Numbers

Only employees who are required to use or handle information or documents that contain SSNs will have access. All employees who have access to SSNs shall first be trained to protect the confidentiality of SSNs. The training will include instructions on the proper handling of information that contains SSNs from the time of collection through destruction of the information.

57.07 Embedded Social Security Numbers

Neither the District nor any Person shall encode or embed a SSN in or on a card or document, including but not limited to, using a bar code, chip, magnetic strip, RFID technology, or other technology, in place of removing the SSN as required by the Act and this Policy.

57.08 Applicability

If any provision of this Policy conflicts with any provision of the Act, the provisions of the Act shall prevail.

This Policy does not apply to:

1. the collection, use, or disclosure of a SSN as required by State or federal law, rule, or regulation; or
2. documents that are recorded with a county recorder or required to be open to the public under a State or federal law, rule, or regulation, applicable case law, Supreme Court Rule, or the Constitution of the State of Illinois; provided, however, that the District shall redact the SSN from such document if such law, rule, or regulation permits.

57.09 Availability of Policy

The Policy shall be filed with the Board within 30 days of its approval. All District employees shall be advised of the existence of this Policy. District employees who are required to use or handle information or documents that contain SSNs have been provided a copy of this Policy, which each shall maintain at all times. A copy of the Policy is available to all other employees and any member of the public by requesting a copy from: Superintendent of Finance, Geneva Park District, 710 Western Ave, Geneva, IL 60134.

57.10 Amendments

This Policy may be amended by the District at any time. If the Policy is amended, the District shall file a written copy of the Policy, as amended, with the Board and shall also advise all District employees of the existence of the amended Policy. A copy of the amended Policy will be made available to District employees and the public as set forth in the preceding section above.

57.11 Effective Date

This Policy becomes effective immediately.

ATTACHMENT A

Statement of Purpose For Collection of Social Security Numbers By The Geneva Park District

The Identity Protection Act, 5 ILCS 179/1 *et seq.*, and the Identity-Protection Policy of the **Geneva Park District** (“District”) require the District to provide an individual with a statement of the purpose or purposes for which the District is collecting and using the individual’s Social Security number (“SSN”) anytime an individual is asked to provide the District with his or her SSN or if an individual requests it. This Statement of Purpose is being provided to you because you have been asked by the District to provide your SSN or because you requested a copy of this statement.

Why do we collect your Social Security number?

You are being asked for your SSN for one or more of the following reasons:

State and Federal Background Check, Federal and State Payroll Tax Purposes, Court Order, Warrant or Subpoena, Enrollment in employment Benefit Programs: Illinois Municipal Retirement System, Health Insurance Programs.

What do we do with your Social Security number?

We will only use your SSN for the purpose for which it was collected.

We will not:

- Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
- Publicly post or publicly display your SSN;
- Print your SSN on any card required for you to access our services;
- Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
- Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you. If mailed, your SSN will not be visible without opening the envelope in which it is contained.

Questions or Complaints about this Statement of Purpose

Write to the GENEVA PARK DISTRICT:

Attn: Superintendent of Finance

710 Western Ave

Geneva IL 60134

58.0 EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the Personnel Policy Manual for the Geneva Park District and agree to read and become familiar with its contents. I understand that the policies have been developed for the general guidance of the Park District's employees and that neither the policies nor their individual terms constitute or represent binding contractual commitments, either expressed or implied, on the part of the Park District. I understand that all Geneva Park District employees are at-will employees. Further, I understand that, notwithstanding anything contained in the policies or any other policy statement, I retain my right to terminate my employment at any time, without notice or reason, and the Park District retains the same right.

In addition, I understand that no representative of the Park District, other than the Director of Parks and Recreation, with Park Board approval, has authority to enter into any employment contract for any specific period of time or to make any binding representation or agreement, whether oral or written, contrary to the foregoing.

I also understand that the policies, benefits and rules contained in the policies can be changed or discontinued by the Park District at any time with or without notice.

Signature

Date

Printed Name

Title

Memo

To: GPD Board of Commissioners, Sheavoun Lambillotte, and Jerry Culp
From: Ken Kerfoot
CC: Christy Powell
Date: 2/14/2019
Re: Deerpath Park Fence Replacement Project

Purpose:

The Purpose of this memorandum is to provide The Board of Commissioners with information to consider the approval of the proposal to replace the stockade fence at Deerpath Park.

Background

The existing stockade fence along the eastern boundary at Deerpath Park is more than 20 years old and has sustained wind damage in recent years resulting in various repairs. Due to the age of the fence and the expectations that similar repairs will continue to be necessary, the determination was made in 2018 for the fence to be replaced during the 2018-19 fiscal year.

Three local fencing contractors submitted proposals for the replacement. Ideal Fence, Inc. of Sandwich, IL submitted the lowest proposal at \$17,380.00. The proposal included the following specs:

- Furnish and install 625' of 6' solid dog ear fence
- Pressure treated lumber
- Postmaster steel posts set in wet concrete 36" deep

Financial

Sufficient funds totaling \$18,000 were allocated and are available in the 2018-19 fiscal year Capital Fund Payments Account #01-1001-8-0000-26.

Recommendation

Staff recommends the Board of Commissioners approve the proposal from Ideal Fence, Inc. in the amount of \$17,380.00 for the replacement of the Deerpath Park stockade fence.

Main Office
1855 W Earhart Dr.
Sandwich, IL 60548
630-966-0209 Office
815-786-2070 Office
815-786-2078 Fax



Operations
41W 350 Jericho Road
Aurora, IL 60506
Licensed - Bonded - Insured
Quality Service Since 1998

Name: Geneva Park District c/o Brian Date: February 9, 2019 (5/3/17)
Billing Address: 710 Western Ave Home Phone: 630-638-2059 work
City: Geneva Twp: _____ State: IL Zip Code: 60134 Cell Phone: 630-888-6118
County: Kane Job Information: Deerpath Park Fax: _____
E-mail: cavanaugh7@gmail.com S. Barton Trail. Batavia, IL

| Job Description | | Wood Fence | | Chain Link Fence | | Aluminum | PVC Fence | | |
|-------------------|---|--|---|------------------|------------|-------------------|------------------|------------------|------------------|
| Total Linear Feet | Height | Height | Boards | Height | Galvanized | Height | Height | Picket | |
| 625' | 6' | 6' | 1x6 | | | | | Picket Spacing | |
| Walk Gates | Trimming | Style | <input type="checkbox"/> Arch <input checked="" type="checkbox"/> Dog Ear | Vinyl Color | Gauge | Style | Color | Tongue & Groove | |
| Emire Gates | JULIE Locate | Posts | <input type="checkbox"/> Scallop <input type="checkbox"/> Flat | Terminal Posts | Gate Posts | Color | Style | Top Rail | |
| Take Down | Permit | Postmaster | Western Red Cedar | Line Posts | Top Rail | Posts | Posts | Mid Rail | |
| yes | Custom or | Post Tops | Pressure Treated Pine | Tension wire | Other | Fails | Post Tops | Bottom Rail | |
| Haul Away | Follow Grade | 2x4 Rails | yes | Bracing | n/a | Fails per section | | | |
| yes | yes | <input type="checkbox"/> 2 <input checked="" type="checkbox"/> 3 | Other | | | Picket | | | |
| Dirt Spoils | <input type="checkbox"/> Core Drills | Warranty | | Warranty | | Warranty | | Warranty | |
| spread | <input type="checkbox"/> Concrete Cuts | Labor | 2 years | Labor | 5 years | Labor | 5 years | 5 years | 5 years |
| Concrete Footings | <input type="checkbox"/> Asphalt Breaks | Material | 12 months | Material | 12 months | Material | Limited Lifetime | Limited Lifetime | Limited Lifetime |
| wet | Other | *Does not include warping, checking or cupping of wood* | | Material | | Material | Limited Lifetime | Limited Lifetime | Limited Lifetime |
| | | | | | | Gates | 6 Months | Gates | 6 months |

Job Description: F&I 625' of 6' Solid dog ear fence. Postmaster steel posts, posts set in wet concrete footings +36" deep. 2x4 stringer 3 per section. 1x6 dog ear boards. All wood to be pressure treated lumber. Take & Haul existing fence. Dirt spoils cleaned up, spread on site.

| |
|-----------------------------|
| Price |
| \$17,380.00 |
| Down Payment |
| Approved PO |
| Balance Due |
| Terms of sale |
| Balance Due upon Completion |

Deerpath
Park

560'

65'

Jewel Complex

Customer agrees to do the following:

- *Obtain permit, HOA Rules and approval, Covenants & final inspections.
- *Provide most current and accurate plat of survey. Ideal Fence can only be responsible for location of property lines with accurate survey.
- *Removal of objects, landscaping in the fence line.
- *Pay in full upon completion.
- *If balance is not paid in full with 14 days of completion a monthly interest charge of 3% will be applied to the balance.
- *Ideal Fence may use on its own discretion any legal remedy available to collect unpaid and overdue balance. Customer agrees to pay all attorney fees, collection and court costs on past due outstanding balances.
- *Customer execution of this contract gives Ideal Fence, Inc. permission to repossess any or all of the unpaid materials used for the customer.
- **JULIE Locate includes all publically installed utility lines. Ideal Fence is not responsible for sprinkler systems, invisible fences, private plumbing or electric as well as parking lot lights.

Proposal Expires March 9, 2019

Kevin Turner

Customer Signature

Ideal Fence



Residential
&
Commercial



"Over 20 Years
of
Experience"

Phone: 630-551-3400
Fax: 630-551-3412

"Financing Available"

www.classicfenceinc.net

customer@classicfenceinc.net



Name **GENEVA PARK DISTRICT** Date **02-06-2019**
Billing address _____ Contact **BRIAN CAVANAUGH**
City _____ Twp ☐ State _____ Zip code _____ Home phone _____
County _____ Subdivision _____ Work phone _____
Job site **710 WESTERN AVENUE** Cell phone **(630) 888-6118**
Directions **DEERPATH PARK - S.BARTON TRAIL** Fax _____
Cross street _____ Referred by _____ E-mail **cavanaugh7@gmail.com**
Job description **Price to furnish and install 625' of 6ft high privacy fence
all posts set in wet concrete remove and haul away old fence and dirt**

| | | | | | | | |
|--|--|---|---|--|---|--|--|
| Total linear feet gates included: | | Line post | Terminal post | Gate post | Existing fence | Type | Underground Utilities (JULIE) |
| | | | | | <input type="checkbox"/> Take down | <input type="checkbox"/> Haul away N/A | <input type="checkbox"/> Customer <input type="checkbox"/> Classic Fence |
| Height | Style | Face nail <input type="checkbox"/> | Toe nail <input type="checkbox"/> | BREAKS: | <input type="checkbox"/> Concrete | <input type="checkbox"/> Asphalt | Trim bushes N/A |
| Board size | Rails 2 <input type="checkbox"/> 3 <input type="checkbox"/> | Follow Grade <input type="checkbox"/> | Level on Top <input type="checkbox"/> | <input type="checkbox"/> Flanges | <input type="checkbox"/> Core drill | | <input type="checkbox"/> Customer <input type="checkbox"/> Classic Fence |
| Color | Nails | Wet concrete <input type="checkbox"/> Yes <input type="checkbox"/> No | Post <input type="checkbox"/> Yes <input type="checkbox"/> No | REMOVABLE: | Sections <input type="checkbox"/> Yes <input type="checkbox"/> No | | City's Permit <input type="checkbox"/> Customer <input type="checkbox"/> Classic Fence |
| Dirt Removal: | <input type="checkbox"/> Yes <input type="checkbox"/> Leave in piles <input type="checkbox"/> Spread | BRING: | <input type="checkbox"/> Generator <input type="checkbox"/> Water <input type="checkbox"/> Trimmers <input type="checkbox"/> Welder | IN Alternate Prices Initial any agreed to: | | | |
| 1. SPF Stockade with Master Steel post \$18,505 | | | | | | | |
| 2. Dog Ear green treated pine Privacy with Master Steel post \$19,391 | | | | | | | |
| 3. Dog Ear western red cedar Privacy with Master Steel post \$22,503 | | | | | | | |
| Price | Down Payment | Balance | Terms of Sale | | | | |

Classic Fence is not responsible for sprinkler systems, invisible fences and any lines not marked by Julie.
No oral agreements of any kind between Customer and Classic Fence Inc. or its agents and representatives will be considered valid.
I hereby accept the terms and conditions on both sides of this contract.

Customer Signature

Date of acceptance

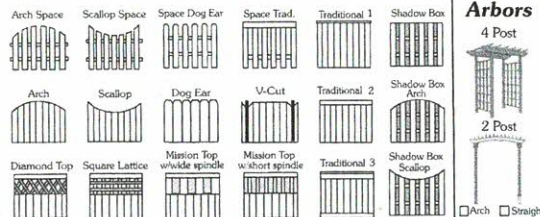
Alfredo Ruiz
Respectfully submitted by:

Material Options:

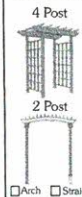
Wood Fence

Style:

- ☐ Space Picket
☐ Shadow Box
☐ Privacy
☐ Board on Batton
☐ Other



Arbors



Vinyl Fence

Style

- ☐ Privacy
☐ Semi-Privacy
☐ Space
Cap option:
☐ SQ External
☐ SQ Internal
☐ Gothic
☐ New England
☐ Sand
Picket cap:
☐ Flat
☐ Dog ear
☐ Pointed

Color: ☐ White ☐ Sand (Almond)
☐ Adobe (Khaki)

Chain Link

Residential:

- ☐ Galvanized ☐ Vinyl coated
Color: ☐ Black ☐ Green ☐ Brown

Gauge wire _____ Line post _____

Corner/end/gate post _____

Rail size _____ Gates

☐ Top rail ☐ Single

☐ Bottom rail ☐ Double

☐ Tension wire ☐ Cantaliver

Commercial/Industrial:

Barb wire _____ Strands _____

Mesh type: KK KT

PDS Slat color _____

Split Rail

- ☐ Split Rail
☐ Round Rail
☐ Diamond Rail
☐ Wire Mesh ☐ Ranch Rail

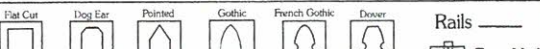
Stockade

- ☐ 4 x 4 Treated ☐ Spruce
☐ Round Post ☐ Cedar
☐ Rustic ☐ Round Post

Construction Type:

- ☐ Follow Grade ☐ Step down
☐ Level on Top ☐ Sloped Grade

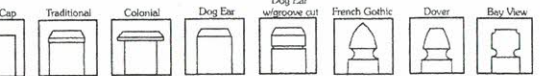
Board Style:



Board Type:

- ☐ WR Cedar ☐ WR Clear ☐ Treated ☐ Other

Wood Post Options:



- ☐ Post set in wet concrete
☐ Post set in dryset
☐ Cedar Post
☐ Treated Post only
☐ Steel Post (No cap)
☐ 4x4 Post
☐ 5 x 5 Post

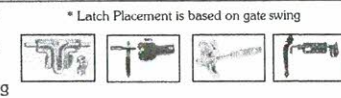
| Gates | Qty | Size |
|--------|-----|------|
| Single | | |
| Double | | |

Gate Swing

- ☐ Inside
☐ Outside

* Latch Placement is based on gate swing

☐ Self Closing



Aluminum Fence



Color: ☐ Black ☐ Bronze ☐ White ☐ Khaki ☐ Green

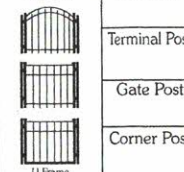
Aluminum Post caps:



Aluminum Latches:



GATES



Satin Finish Yes No

Blank Post

Quad Final Tri Final

Customer Agrees to: ☐ Please Initial

- * Obtain permits, approvals and inspections. When Classic Fence get permits there is an extra charge.
- * Provide an accurate plat survey. Classic Fence Inc. can only be responsible for the location of property lines when supplied with a current and accurate plat of survey at the time this contract is executed.
- * Remove trees, plants, and objects in the fence line.
- * Promises to pay in full balance due and any additional charges at time of completion.
- * If balance is not paid within 14 days of completion a monthly interest charge of 3% will be applied to remaining balance.
- * Classic Fence Inc. may use on its own discretion any legal Remedy under the law available.
- * By execution of this contract the customer gives permission to repossess any or all of the unpaid materials used for the customer.
- * Customer agrees to pay for all attorney, collection and court costs on past due balances.
- * Customer is responsible for any home owners association rules and covenants.

PEERLESS FENCE

A Division of Peerless Enterprises, Inc.
33W401 Roosevelt Road * West Chicago, IL 60185
(630) 584-7710 * Fax (630) 584-7746

PROPOSAL AND ACCEPTANCE

Attn: Ken Kerfoot

| | | |
|--|---|-----------------------------------|
| Proposal submitted to: Geneva Park District | Office Phone: 630-232-4542 | Date: February 11, 2019 |
| Street: 710 Western Ave. | Cell Phone: 630-921-0238 | Fax: 630-232-4569 |
| City, State and Zip Code: Geneva, IL 60134 | Job Name: Remove and Replace the Wood Fence | |
| Email: kkerfoot@genevaparks.com | Job Location: Deerpath Park | |

We hereby submit specifications and quotations:

Along the east side of Deerpath Park, and the first line of fence that is south of the detention pond, we will remove the existing wood fence. The corner post at the east end of the south fence will be left in place. The new fence will be nailed onto it. This is about 630 linear feet of fence. Most of the posts will be cut off at ground level. If a new post must be installed in the same location as an existing post then the entire footing will be removed. All removed material will be hauled away for disposal.

Supply and install about 630 linear feet of 6' high, Solid Board privacy fence. The pickets will be nailed on side-by-side. All of the posts will be set in 36" deep concrete footings. The dirt from the post holes will be spread along the new fence.

Three material options are included.

If all of the material is western redcedar; the pickets will be 1"x6"x6' with flat tops, the stringers will be 2"x3"x8' with three per section, and the posts will be 4"x4"x9' (nominal size) with flat caps nailed on the top. This fence can be built 'face-nailed' or 'toe-nailed' according to the owners preference.

Total Price: \$28,740.00

If the pickets and stringers are western redcedar the above specifications apply. However, PostMaster steel posts would be used rather than redcedar posts. The steel posts would be 9 feet long. The stringers would be screwed onto the posts. Redcedar pickets would be nailed on over each PostMaster post to partially cover them.

Total Price: \$30,993.00

If all of the material is Copperwood; the pickets will be 1"x6"x6' with dog eared tops, the stringers will be 2"x4"x8' with three per section, and the posts will be 4"x4"x9' (actual size) with flat tops. This fence must be 'face-nailed' to receive the 25 year material guarantee.

Total Price: \$27,726.00