

**TRI-TOWNSHIP PARK DISTRICT
TROY, ILLINOIS**

ORDINANCE NO. 2005 - 03

AN ORDINANCE TO EMPLOY GEORGE BRYANY AS PARK DIRECTOR

**ADOPTED BY THE
BOARD OF COMMISSIONERS
OF THE
TRI-TOWNSHIP PARK DISTRICT
TROY, ILLINOIS**

THIS 31st DAY OF July, 2005

TRI-TOWNSHIP PARK DISTRICT

ORDINANCE NUMBER ~~05-2005-03~~

AN ORDINANCE AUTHORIZING, APPROVING, AND ADOPTING THE AGREEMENT FOR EMPLOYMENT OF GEORGE H. BRYANT, JR. BY THE TRI-TOWNSHIP PARK DISTRICT, MADISON COUNTY, ILLINOIS.

WHEREAS, on July 31, 2005 the Board of Commissioners of the TRI-TOWNSHIP Park District entered into an Agreement for the Employment of GEORGE H. BRYANT, JR. as Park Director of the District; and

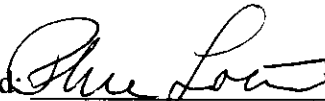
WHEREAS, said Agreement was for a three (3) year period which, unless otherwise extended, will expire on July 31, 2008; and

NOW THEREFORE BE IT ORDAINED by the Board of Commissioners of the TRI-TOWNSHIP Park District that said Agreement, a copy of which is attached hereto, is hereby authorized, approved, and adopted; and

FURTHER, that the President of the Board of Commissioners is hereby, directed and authorized to execute said Agreement on behalf of the District; and

FURTHER, that this Ordinance shall become effective upon its passage and adoption.

PASSED AND ADOPTED this 31 day of July, 2005.

Signed: 
President

(SEAL)

ATTEST: 
Secretary

**AGREEMENT FOR EMPLOYMENT
OF GEORGE H. BRYANT, JR. BY THE
TRI-TOWNSHIP PARK DISTRICT,
MADISON COUNTY, ILLINOIS**

THIS AGREEMENT made this 31 day of July, 2005, by and between the TRI-TOWNSHIP PARK DISTRICT ("**DISTRICT**"), and GEORGE H. BRYANT, JR., ("**BRYANT**").

WHEREAS, the **DISTRICT** operates a park and recreation system in and about Troy, Illinois; and

WHEREAS, the **DISTRICT** requires the services of a person as Director who possesses a high degree of professional skill and significant experience in the administration and supervision of park and recreation systems and programs; and

WHEREAS, GEORGE H. BRYANT, JR. is qualified, experienced, and has demonstrated the required professional skills and abilities for the position of Park Director, and is best suited for that position with the **DISTRICT**; and

WHEREAS, prior to the execution of this Agreement, **BRYANT** has presented his credentials to the **BOARD** for consideration. He warrants that these qualifications are true and accurate and he further warrants that he has the following qualifications:

- a) Twenty six (26) years professional park and/or recreation experience, with six (6) of those years serving as Director of Godfrey Parks and Recreation Department and over eighteen (18) years as Director of Salem Parks and Recreation Department.
- b) Is a Certified Park and Recreation Professional by the Illinois Park and Recreation Certification Board and Certified Arborist with the International Society of Arboriculture.
- c) A valid Illinois driver's license.
- d) Bachelors Degree in Recreation from Southern Illinois University of Carbondale, Illinois

WHEREAS, in order to retain the services of GEORGE H. BRYANT, JR. for the position of Park Director, and use his best efforts in administering and supervising the operations of the **DISTRICT**, this Employment Agreement has been offered to GEORGE H. BRYANT, JR. by the Park Director, with the authority of the Board of Commissioners, and accepted by GEORGE H. BRYANT, JR.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and the mutual agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **DISTRICT** shall employ **BRYANT** as its Director for the term specified in paragraph 6, below. In his capacity as Director, subject to specific direction of the District's Board of Park Commissioners ("**BOARD**") or as otherwise specifically provided in this Agreement or in any resolution, manual, or policy established or authorized by the **BOARD**. This employment is contingent upon **BRYANT** passing a physical examination and an Illinois State Police background check. The physical examination will be paid for by the **DISTRICT** and may be performed by any State of Illinois recognized medical physician. **BRYANT** understands that the **BOARD** requires employees to live within the **DISTRCT**, and agrees to relocate within the **DISTRICT** within twelve (12) months from the execution of this **AGREEMENT**. If **BRYANT** does not relocate within the **DISTRICT** within the stated period of time, the parties agree that **BRYANT** shall be terminated from employment, this Agreement shall be deemed null and void, and the District shall not owe **BRYANT** any sums after the date of termination.
2. The duties and job description are identified in Attachment A. **BRYANT** shall have authority with respect to and be responsible for the daily operation of the **DISTRICT** and shall exercise such authority and perform such responsibilities in a manner consistent with all applicable laws pertaining to public officers and employees, the articulated philosophy of the **BOARD**, the directions of the Board, and the best interests of the **DISTRICT**. Collectively and individually the **BOARD** shall refer all criticisms, complaints and suggestions called to their attention to the **DIRECTOR** for study and recommendations.
3. **BRYANT** shall at all times faithfully, industriously, and to the best of his ability, experience, and talents, perform all the duties that may be required of and from him pursuant to the express and implied terms of this Agreement. **BRYANT** shall devote his full business time to the performance of his duties.
4. **BRYANT** may serve, for compensation or other consideration, as a speaker or consultant to others, or engage in other activities of short duration, as long as they do not interfere with **BRYANT'S** ability to perform or conflict with his responsibilities under this Agreement and are conducted on his own time.
5. As compensation for **BRYANT'S** provision of services as Director, **DISTRICT** shall pay **BRYANT** an annual salary and provide a benefit package in the following manner:
 - a. **BRYANT'S** annual base salary for each year of this Agreement beginning August 1, 2005, shall be at the rate of \$50,000 (fifty thousand dollars per year). Future raises and/or promotions will be based on merit.

- b. **BRYANT** shall receive the following benefits:
 - i. District will provide monthly insurance benefits costing no more than \$750 per month. These benefits may include health insurance for himself and eligible family members, life insurance, and disability.
 - ii. The **DISTRICT** will provide fifteen (15) paid vacation days per year.
 - iii. **DISTRICT** shall make all contributions to the Illinois Municipal Retirement Fund on **BRYANT'S** behalf. These contributions will be at the same rate as all other **DISTRICT** employees.
 - iv. The **DISTRICT** understands that Bryant is a Certified Park and Recreation Professional by the Illinois Park and Recreation Certification Board and Certified Arborist with the International Society of Arboriculture. The **DISTRICT** expects **BRYANT** to retain these certifications, and understands that these certifications require Bryant to receive annual training. The **DISTRICT** agrees to provide **BRYANT** with a \$3,500 budget for expenses associated with that continuing education.

6. Terms of Agreement:

- a. Subject to earlier termination as provided herein, the term of this Agreement shall be for **three (3) years** commencing on **August 1, 2005** and ending on **July 31, 2008** unless otherwise renewed or terminated.
- b. The **DISTRICT** shall have the right to discharge **BRYANT** for cause. "CAUSE" shall mean any of the following:
 - i. Conviction of any offense involving moral turpitude, misappropriation of funds, or embezzlement.
 - ii. **BRYANT'S** repeated failure to diligently and competently perform the essential duties and responsibilities delegated to him by the **BOARD**;
 - iii. Insubordination or failure to comply with **BOARD** directives;
 - iv. Conduct by **BRYANT** that is in violation, or in careless disregard, of any federal or state law, or of any **DISTRICT** ordinances, rules, regulations or policies, or any action by **BRYANT** which, in the **BOARD's** opinion, brings **BRYANT** or the **DISTRICT** into disrepute or ridicule.
- c. In the event that the **BOARD** determines that **BRYANT** may be subject to termination for any of the reasons described in 6 (b) above, the following provisions will apply:
 - i. Prior to taking final action on any such termination a hearing shall be held to determine whether sufficient cause exists for

termination (the "Hearing"). **BRYANT** shall be given at least seven (7) days prior notice of the Hearing (the "Hearing Notice").

- ii. The Hearing Notice shall include notice of possible termination, the date, the time, and the location of the Hearing and a reasonably detailed description of the reasons the **BOARD** believes sufficient cause for termination exists ("Charges").
 - iii. **BRYANT** shall have the right to be present at and to participate in the Hearing. **BRYANT** shall also have the right at his own expense to be represented by counsel at the Hearing.
 - iv. During the Hearing, **BRYANT** may present oral and/or written evidence and/or present witnesses to counter any charges that have been made against him and/or that would support his continued employment with the **DISTRICT**.
 - v. Within seven (7) days after the conclusion of the Hearing, the **BOARD** shall provide **BRYANT** with its written decision on **BRYANT'S** termination or continued employment. The decision shall include specific conclusions of fact, the reasons for the decision, and the final vote total.
 - vi. Prior to the **BOARD** rendering a final decision on appeal, all evidence and proceedings pertaining to **BRYANT'S** employment status shall be held in the strictest confidence. This matter shall not be discussed with anyone other than members of the **BOARD** or necessary and appropriate **DISTRICT** staff, each of whom shall be charged with maintaining strict confidentiality of all information pertaining to this matter.
- d. Upon termination of **BRYANT'S** employment pursuant to paragraph 6 above the **DISTRICT** shall have no further obligations to **BRYANT** under this Agreement other than to pay **BRYANT** such compensation payments, salary, accumulated vacation and reimbursement for expenses as may be due.

7. TERMINATION


- a. **BRYANT** accepts this position of employment with the understanding that the position is terminable at will by the **BOARD** without cause. If termination of **BRYANT** is with cause, then **BRYANT** shall only be entitled to receive accrued salary and vacation benefits through the date of termination.
- b. If termination of **BRYANT** is not for cause, then **BRYANT** shall also be entitled to one hundred eighty (180) days pay based upon the then applicable base annual salary.

- c. The waiver by either party of a breach or violation of any provision of this **AGREEMENT** shall not operate or be construed as a waiver or any subsequent breach or violation thereof.
- d. This writing represents the entire **AGREEMENT** and understanding of the Parties with respect to the subject matter thereof; it may not be altered or amended except by a subsequent agreement in writing.
- e. If litigation is commenced by either party to enforce this **AGREEMENT**, the prevailing party shall be entitled to an award against the non-prevailing party for reimbursement of all reasonable legal fees and expenses, in addition to any other sums awarded by the court.

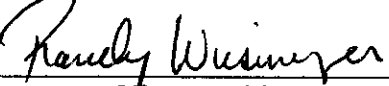
IN WITNESS WHEREOF, and intending to be legally bound, the Parties have executed this Agreement on the day and year first above written.

TRI-TOWNSHIP PARK DISTRICT

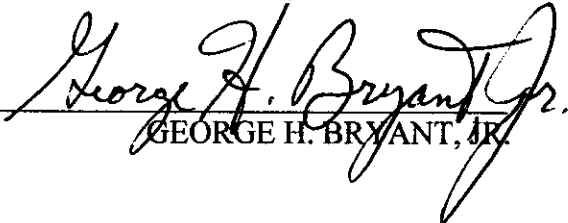
(SEAL)

By: 

President

ATTEST:


Vice-President



GEORGE H. BRYANT, JR.

ATTACHMENT A

POSITION DESCRIPTION

Class Title: Park Director

Date: 4/29/05

GENERAL PURPOSE:

Performs a variety of complex professional and administrative work in planning, developing, scheduling, directing and implementing a year-round, parks and recreation program for the Tri-Township Park District.

SUPERVISION RECEIVED:

Executes the policies and procedures of the Tri-Township Park Board, and reports directly to the Park Board President.

SUPERVISION EXERCISED:

Exercises administrative direction over all support staff, part-time, contracted or seasonal personnel either directly or through subordinate supervisors.

Makes recommendations to the board regarding employing or and terminating employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

Communicates with the Park Board on all aspects of Park activities. Communication should be on a daily basis via email.

Insures all the Park adheres to all local, state, and federal laws.

Responsible for preparing annual budget and tax levy.

Responsible for classifying all expenses to the appropriate budget line item.

Responsible for collecting all fees and insuring all deposits are accurately reported.

Maintains fiscal control of district's finances.

Responsible for working with Park Board President in creating and distributing meeting agenda's.

Responsible for maintaining official Park minutes, records, files, and documents.

Responsible for writing grants.

Communicates official plans, policies and procedures to staff and the general public.

Maintains liaison with state, local, and other public officials.

Answers letters of inquiry and talks with visitors; addresses public and civic organizations, which will inform the public of policies, procedures and the availability of facilities for public use.

Develops and implements policies, procedures and standards for efficient and effective operation and maintenance of park operations. Assures compliance with policies and procedures that are established by the Park Board.

Determines work procedures, prepares work schedules, and expedites workflow; studies and standardizes procedures to improve efficiency and effectiveness of operations.

Issues written and oral instructions; assigns duties and examines work for exactness, neatness, and conformance to policies and procedures.

Manages and supervises assigned operations to achieve goals within available resources; plans and organizes workloads and staff assignments; trains, motivates and evaluates assigned staff; reviews progress and directs changes as needed.

Orders new and replacement equipment with board approval.

Supervises and manages the planning of parks, playgrounds and all of the amenities necessary for the proper construction and maintenance of these facilities.

Assures that assigned areas of responsibility are performed within budget; performs cost control activities; monitors revenues and expenditures in assigned area to assure sound fiscal control; assures effective and efficient use of budgeted funds, personnel, materials, facilities, and time.

Provides leadership and direction in the development of short and long range plans; gathers, interprets, and prepares data for studies, reports and recommendations; coordinates department activities with other departments and agencies as needed.

Make presentations to Park Board, civic groups and the general public.

Prepares a variety of studies, reports and related information for decision-making purposes.

Coordinates the recreation programs involving the TBSL, TSC, Troy Titans, and other organizations.

Reviews programs and policies, implements changes or new programs to meet recreational needs of the community; develops, maintains and implements a current parks and recreation master plan.

Prepares cost estimates to plan and provide for improvements in the park facilities; oversees construction projects and park improvements.

PERIPHERAL DUTIES:

Serves as a member of various committees, as assigned.
Assists staff in the performance of their duties as required.

DESIRED MINIMUM QUALIFICATIONS:**Education and Experience:**

- A. Graduation from a credited college or university with a bachelor's degree in parks, recreation, business management, or other related field.
- B. Five years of progressively responsible experience in parks and recreation programs, or
- C. Any equivalent combination of education and experience.

Necessary Knowledge, Skills and Abilities:

- A. Thorough knowledge of the principles and practices of modern parks and recreation programs; Thorough knowledge of equipment and facilities required in a comprehensive park and recreation program; Extensive knowledge of the principles and practices of maintenance, construction, and use of public buildings and park facilities; Considerable knowledge of community recreation needs and resources; Working knowledge of the principles and practices of office management, work organization and supervision.
- B. Computer literacy, able to use Microsoft Word, Excel, e-mails, and access the Internet.
- C. Ability to plan, organize, coordinate and implement a comprehensive community park and recreation program; Ability to coordinate, analyze, and utilize a variety of reports and records; Ability to communicate effectively, verbally and in writing; Ability to establish and maintain effective working relationships with employees, supervisors, other agencies, and the public.

SELECTION GUIDELINES:

Formal application, rating of education and experience; oral interviews and reference check; job related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The Park Director is an "AT WILL" position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.