

**ATLANTA MEMORIAL PARK DISTRICT
EMPLOYMENT AGREEMENT**

THIS AGREEMENT made and entered into as of the ___rd day of April, 2020, by and between the ATLANTA MEMORIAL PARK DISTRICT OF LOGAN COUNTY, ILLINOIS, hereinafter referred to as "Park District" and _____, of Atlanta, Logan County, Illinois, hereinafter collectively referred to as "Employee", WITNESSETH,

WHEREAS, the Park District is in need of someone to maintain the property owned by the Park District; namely, the

- Atlanta Memorial Community House and grounds
- Atlanta Park, Barn, Pavilion and Bandstand
- Tennis courts at the corner of Vine St. and NE Sixth St.
- Xenia Park at the corner of Vine St. and Arch St.
- Lots and Barn at the NE corner of Vine St. and NE Eighth St.

WHEREAS, Employee is willing to undertake the duties and responsibilities of caretaker of the property of the Park District in exchange for the payments, benefits and other agreements as hereinafter set forth; and,

WHEREAS, the parties wish to reduce their agreement to writing,

NOW, THEREFORE, the parties to this Agreement, for and in consideration of the promises and undertakings as hereinafter set forth in greater detail, do agree as follows:

SECTION 1 – TERM

This Agreement shall run from the ____ day of _____, 2020, to the last day of April, 2021, which shall be considered the Term hereof, with each month during the Term constituting a calendar month. The Term shall automatically end as of the last day of April, 2021, and may be renewed only by the express written consent of both the Park District and Employee.

SECTION 2 - COMPENSATION

For and in consideration of the duties to be performed hereunder by Employee, on behalf of Park District, the Park District agrees to pay to the Employee the sum of _____ DOLLARS(\$_____.00) per calendar month during the Term, to be paid on the 1st day of each and every month, commencing on _____, 2020, and a like amount on the 1st day of each calendar month during the Term.

SECTION 3 - HOUSING

In addition to the compensation as hereinabove set forth, the Park District shall permit the Employee, during the Term, to reside in the living quarters of the Park District Atlanta Memorial Community House located at 106 SW Sixth Street, Atlanta, Illinois, with no rent being paid by Employee for the occupancy of such living quarters, and the Park District shall pay during the Term, heat, electricity, gas, water, sewer, basic local phone service, Internet service, water softener rent, and garbage pickup for such residential quarters, all of which are attributable to such living quarters. The Employee shall pay any and all expenses incurred for such living quarters not specifically assumed herein by Park District, including all items of a personal nature, any long distance charges incurred on the phone service and all water softener salt. Such living quarters shall be occupied only by the Employee and Employee's immediate family. Employee may keep a pet on the premises, but shall insure that the pet does not disturb those who rent or use the Park District properties. Employee shall also be responsible for any damage that the pet might do to the living quarters or other Park District property. Employee shall make no alterations, additions, or improvements in or to the residential premises in which he resides pursuant to this Agreement, nor shall Employee decorate, paint, wallpaper, drill, mar, deface, use tape, or drive nails into the walls or woodwork, change the locks or add new locks, except with the prior consent of

the Park District. Any such alterations, additions, or improvements approved by the Park District, shall become the property of the Park District and shall remain part of the property at the end or termination of this Agreement.

SECTION 4 - DUTIES AND RESPONSIBILITIES OF EMPLOYEE

For and in consideration of the payments and the living quarters provided to the Employee, the Employee does hereby agree to perform the following services on behalf of the Park District:

- A. All day to day repairs and maintenance of the Park District properties normally and customarily required of an individual taking care of such property, including but not being limited to, trimming all bushes, weed control on all property, raking or mulching leaves on all property, snow removal on the sidewalks, porches and ramps of the Atlanta Memorial Community House, regular painting, replacing lights, cleaning and waxing all floors in the Atlanta Memorial Community Home, washing windows, keeping the flag in good repair, and general cleaning and minor repairs requiring non-skilled labor. In the event there are necessary repairs which require professional work, the Employee shall notify the Park District in advance of the necessity of such repairs. If, in the opinion of the Park District, such repairs are required, they shall be done only with the approval of the Park District, unless such repairs are of an emergency nature, in which case the prior approval of the Park District Board of Commissioners President shall be obtained by the Employee before incurring any expense in the name of the Park District
- B. Care for, clean, and maintain the Atlanta Memorial Community House, the adjoining Atlanta Park, buildings and equipment thereon, as well as the maintenance and general upkeep of Xenia Park located at the corner of Race and Arch Streets in Atlanta Illinois, the Lots and Barn at the NE corner of Vine St. and NE Eighth St. in Atlanta, Illinois and the Tennis Courts located at the corner of Vine and Sixth Streets in Atlanta, Illinois.
- C. Account for all property belonging to the Park District and report any and all losses or thefts of property immediately to the Park District.
- D. Refrain and prohibit anyone from borrowing any Park District property without the express written consent of the Park District.
- E. If Employee deems it necessary to obtain any assistance of extra labor to perform the duties hereunder, he shall, at his expense, as his sole responsibility, including any liability for such assistance, hire and pay for any help he deems appropriate from the amounts paid hereunder by Park District to Employee. If any such assistance is arranged by Employee, anyone he hires to assist him shall be his employee, and he shall have all responsibility for such employee, including any liability for workman's compensation insurance.
- F. In the event that Employee should be absent from his employment for any reason (excepting vacation, as noted in Section 5), he shall obtain the assistance of an individual, at his expense, to perform his duties during such absence and shall also be responsible for such individual or individuals as his employees, including any and all responsibility or liability for workman's compensation insurance.
- G. Move and arrange the furniture in the Atlanta Memorial Community House as needed for the convenience and satisfaction of those reserving and using the facility.
- H. Be present when activities are being conducted on Park District property as requested by the Park District, and/or when deemed prudent and in the best interest of the Park District.
- I. Collect any rents or fees established by the Park District from organizations, groups or individuals using the Atlanta Memorial Community House, Parks, facilities and equipment, and furnish a monthly report

to the Park District Board of Commissioners of all such funds collected, setting forth, at a minimum, a list of all organizations, groups or individuals using the Park District facilities and the rents and fees collected and shall turn over such amounts collected to the Park District.

- J. Take any and all steps necessary to maintain orderly conduct on all the Park District property, including seeking the assistance of local law enforcement officials, if necessary.
- K. Obey all rules and regulations of the Park District, a copy of such rules and regulations have been previously provided to Employee.
- L. Schedule and coordinate all requests from organizations, groups or individuals to use the Park District facilities. A schedule or calendar of all events shall be maintained and provided to the Park District Board of Commissioners at their monthly meeting, or as requested.
- M. Perform such other duties and responsibilities as directed by the Park District Board from time to time in order to carry out the intentions of this Agreement.
- N. Meet with the Park District Board of Commissioners at their monthly meeting on the 4th Monday of the month at 7:00 p.m. at the Atlanta Memorial Community House, or at such other time and place as shall be communicated with Employee.

SECTION 5 – VACATION

During the Term of this Agreement, the Employee shall have two weeks of vacation, which will not result in any deduction from the compensation as herein set forth. Employee agrees that he shall notify the Park District Board of Commissioners, in writing, at least one month prior to his proposed vacation. Employee shall be entitled to use a part of said two weeks all at one time or in portions as desired. The vacation time as herein set forth shall not accrue or accumulate, and if said vacation has not been taken as of the end of the Term hereof, it shall be forfeited and there shall be no additional compensation by the Park District to Employee. The Park District will pay for a substitute during Employee's vacation time.

SECTION 6 - MOWING

Employee agrees to provide mowing and lawn care services to the Park District on the following properties in the city of Atlanta, Illinois:

- Atlanta Memorial Community House and grounds
- Atlanta Park, Barn and Bandstand lawn
- Tennis court lawn, at the corner of Vine St. and NE Sixth St.
- Xenia Park lawn, at the corner of Vine St. and Arch St.
- Lots and Barn at the NE corner of Vine St. and NE Eighth St.

Employee shall be paid the amount of _____ DOLLARS (\$____.00) per mowing cycle. A mowing cycle shall consist of one mowing of each of the five properties. Payment shall be made monthly under the following procedure: Employee shall mail or present a bill, showing all mowings made to date, to Park District prior to or at the monthly meeting of the Park District Board of Commissioners and payment will be made at that time. The normal meeting date of the Park District Board of Commissioners is the fourth Monday of each month at 7:00 p.m. at the Atlanta Memorial Community House. Should the Park District Board of Commissioners not hold a meeting during the period, a bill may be mailed to Park District or presented to the Board of Commissioner's President, who will then arrange for payment.

Employee agrees to the following regarding mowing and lawn care services:

- A. Employee shall provide all equipment, fuel and labor for the grass mowing and trimming.
- B. Employee shall pick up and dispose of all trash and debris before mowing at any location.

- C. Mowing shall take place on an as-needed basis, but in general, properties will be mowed and maintained like residential areas with a maximum turf height of 4 inches.
- D. Employee shall trim around trees, shrubs, sign posts, fencing, sidewalks, curbs and gutters, near around all dumpsters, etc. and any other part of the lawn area where the lawn mowers may not be able to reach during routine mowing. Areas to be trimmed shall be brought to the same level as the mowing level of the lawn.
- E. Mowing and trimming around trees shall be done in such a way as to avoid bark injury from mowers and filament line trimmers.
- F. Picnic tables and other items that require moving during the mowing process shall be returned to their original location after the mowing is finished.
- G. Clippings may be left on the lawn as long as no readily visible clumps remain on the grass surface 36 hours after mowing. Otherwise, large clumps of clippings will be distributed by mechanical blowing or collected and removed by Employee.
- H. In the event damage occurs to Park District property as a result of the mowing and trimming operation, Employee shall replace or repair the damaged areas or items at no cost to the Park District.
- I. Employee shall have authority to close the park during mowing operations. However, care shall still be taken to attempt to aim the mower discharge away from people, buildings, children, vehicles and equipment.
- J. Employee shall properly maintain mowing and trimming equipment so that it is not a danger to Employee or others and so that it operates at "normal" sound levels.
- K. Employee shall clean all clippings from sidewalks immediately after mowing and/or edging.
- L. Employee agrees to not sub-contract the mowing and lawn care responsibilities under this agreement without the written consent of Park District. Any subcontractor, so approved, shall provide proof of liability insurance to Park District.

SECTION 7 - AMENDMENTS

Amendments and alterations to this Employment Agreement, or extensions thereof, may be made at any time, but must be in writing and mutually agreed to by both the Park District and Employee.

SECTION 8 - DEFAULT

Should the Employee fail to perform the required duties as set forth hereunder, the Park District may issue a written notice to the Employee setting forth the duties and responsibilities he has failed to fulfill pursuant to the terms hereof. If such duties and responsibilities have not been corrected by the Employee within ten (10) days after the date of such written notice, the Park District shall be entitled to terminate this Agreement upon an additional written notice to Employee. In such event, the Employee agrees that he will vacate the residential premises occupied by him pursuant to the terms hereof within thirty (30) days of such written notice of termination of this Agreement. Employee further agrees, that at the expiration of this Agreement, if the parties have not, in writing, extended the Term hereof, to vacate the residential property without further notice of action on the part of Park District.

SECTION 9 - NOTICES

Any notice or communication required hereunder shall be in writing and sent by certified mail, return receipt requested, at the following addresses:

Atlanta Memorial Park District
PO Box 165
Atlanta, Illinois 61723

106 SW Sixth St.
Atlanta, Illinois 61723

Such notice shall be deemed given on the date it is placed in the mail with proper postage affixed thereto.

EXTENT OF AGREEMENT: Terms of this agreement shall be binding on all heirs, executors, administrators, successors and assigns of Employee and Park District in like manner as upon the original parties,

IN WITNESS WHEREOF, We affix our signatures the day and year first above written.

Atlanta Memorial Park District of Logan County, IL

By: _____
President, Board of Commissioners