

Cary Park District Board of Commissioners

Committee of the Whole Meeting

October 19, 2023, 7:00pm

Community Center, 255 Briargate Rd. Cary, IL

Matters From the Public During Meetings – Board Policy 1-005d

1. The Board will hold Matters from the Public as part of any public open meeting.
2. Individuals interested in making comment will be asked to provide their name and asked to provide their address and/or their city/village of residence at the time they are recognized to comment during a public meeting. An individual who declines to provide their name, address or city/village of residence shall be allowed to comment.
3. Each individual indicating their interest to participate in Matters from the Public will be allowed up to five minutes to complete their comments. The Board may reduce this time limit if the need is so determined by majority vote of those present. The maximum amount of time that the Board will hear matters from the public at a meeting is thirty (30) minutes at a meeting. If members of the public are unable to comment due to time constraints, they should be encouraged to submit written comments or to attend another meeting when they may address the Board.
4. Individuals who have specific questions, or are interested in particular aspects of the District's operations or projects which may not appear on the published agenda should be encouraged to contact the Executive Director to review their questions or specific information.
5. The Matters from the Public portion of the agenda is for public comment only. It is improper for the Board to comment or respond to comments made during Matters from the Public.
6. The Board can temporarily modify or suspend these guidelines during a meeting if so determined by a majority vote of those present.

Regular, Special and Committee of the Whole Meetings

Regular and Special Board Meetings -- The Board may take final action on any matter posted to the Consent or Action Items portions of the agenda in a Regular or Special Board Meeting. Items posted under Discussion Items may not have final action considered.

Committee of the Whole Meetings – The Committee of the Whole is a recommending body only and no final action may be taken on any agenda item at a Committee of the Whole Meeting. Matters discussed and recommended during a Committee of the Whole Meeting are considered “draft(s)” until included on an agenda at a Regular or Special Board Meeting for final action.

Public Meeting Notice

Cary Park District
Board of Commissioners
Committee of the Whole
October 19, 2023
7:00 p.m.
Community Center
255 Briargate Road
Cary, Illinois



AGENDA

- I. Call to Order
- II. Roll Call, Pledge of Allegiance
- III. Matters from the Public, Commissioners or Staff
- IV. Approval of Minutes
 - A. September 14, 2023.
- V. Directions Items
 - A. For Direction to the Board for Consideration
 - 1. Annual Comprehensive Financial Report, FY ended April 30, 2023.
 - 2. Competitive Sale for Issuance of General Obligation Limited Tax Park Bonds, Series 2023.
 - 3. Village of Cary, Water Main Extension Utility Easement, Construction Access Easement and Utility Easement within Hoffman Park.
 - 4. 2023 Tax Levy Request.
 - 5. Model Year and Price Change, 2023 Ford Super Duty F-350 DRW XL 4WD Crew Cab Truck with AIRFLO Dump Body.
 - 6. License Agreement Between McHenry County Conservation District and Cary Park District for use of Fel Pro-RRR Property from June 1, 2024 to August 31, 2026.
- VI. Discussion Items
 - A. For Discussion/Information Only
 - 1. None.
- VII. Adjournment

Note: In compliance with the American with Disabilities Act, this and all other meetings of the Cary Park District are located in facilities that are physically accessible to those who have disabilities. If additional reasonable accommodations are needed for persons who qualify under the Act as having a "disability", please contact the Park District during normal business hours at 847-639-6100 at least 48 hours prior to any meeting so that such accommodations can be provided.

Providing exceptional recreation, parks and open space opportunities.

Cary Park District
Board of Commissioners
Committee of the Whole Meeting
September 14, 2023
7:00 PM
Community Center
255 Briargate Road
Cary, IL

Minutes

Board Members Present: Frangiamore, Renner, Stanko, Carasso, Victor.

Staff Present: Jones, Horn, Kelly, Raica, Hall, Krueger, Hughes, Sutalski.

Guests Present: Erik Morimoto, Village of Cary (VOC) Administrator; Kealan Noonan, VOC Director of Public Works & Engineering, John Stein, VOC Deputy Director of Public Works; Ravi Jayarama, HR Green Consultant; Sylwia Kokoszka, HR Green Consultant.

Public Present: Mike Linsner, Al and Laura Tuman, Jenay DiOrio

President Victor called the meeting to order at 7:00 PM.

Victor asked if there were any matters from the Public, Commissioners, and Staff.

Under Matters from the Public, none.

Under Matters from Commissioners, Stanko stated the Rotary Club of Cary-Grove recognizes community members each year for their acts of service in the community and those individuals are awarded with a check. He shared one of the recipients of the award asked for the check to be given to the Park District to use towards the Give Back Demonstration Gardens at Hoffman Park. Executive Director Jones accepted the check on behalf of the Park District. Renner shared he attended Sunburst Bay Aquatic Center (SBAC) on the last day of the season and it was very busy! He thanked the staff for their hard work and for a great summer.

Under Matters from Staff, Hughes shared the Best of the Fox 2023 plaques awarded to Foxford Hills Golf Course for being voted One of the Best Public Golf Courses in McHenry County and to SBAC for being voted One of the Best Swim Lesson Programs in McHenry County. Jones stated the plaques will be displayed at their appropriate facilities.

The minutes from the August 10, 2023 COW meeting were presented for approval.

Stanko moved to approve the minutes as presented. Second by Carasso.

Voice vote: Yes – 5. No – None. Motion carried.

The first Direction Item was, Request – Village of Cary, Water Main Extension through Hoffman Park. Erik Morimoto, Village of Cary (VOC) Administrator, began his presentation by identifying the VOC's request for the Board to agree to an acceptable route for the proposed water main and temporary construction access through Hoffman Park. He reviewed some of the challenges in the water works industry today and the local and regional challenges Cary is facing, which include water system resiliency, perceived water quality, lack of utilities in the Route 31 corridor, and long-term ground water supply. Kealan Noonan, VOC Director of Public Works and Engineering, displayed multiple maps identifying the existing water system and the proposed project location. Sylwia Kokoszka, HR Green Consultant, walked the Board through the project funding sources which include a \$560,000 grant for the water main, and a public water supply loan from Illinois Environmental Protection Agency (IEPA) that would fund the remainder of the project, if approved. She stated the VOC has already been awarded the grant and is now in the process of applying for the loan, which would need to be submitted by the end of September as it take 6-7 months to be reviewed and approved. Kokoszka stated the VOC is seeking confirmation from the Board that it agrees with allowing such a project to take place on Park District property, and nothing more at this time. Kokoszka presented three potential plans for the proposed water main through Hoffman Park, labeled A-C. She explained the VOC is proposing to drill under the Hoffman Park bike path and using an open cut trench method for the rest of the project. Kokoszka stated the VOC is also requesting a 20-ft. permanent utility easement to construct the transmission water main that will connect to the Cambria subdivision and the new well location. She further stated the easement will be used for future maintenance of the water main and would take about 2 months to construct. Kokoszka noted the contractor would restore easement to existing conditions once construction is complete and HR Green would be on site full time during the project for observation. Kokoszka moved on to the other portion of the proposed project which is two options for a 20-ft. temporary construction easement for temporary access road off Route 31 for construction of the well in Rotary Park. She noted this portion of the project would take 18-24 months for construction and the contractor would again restore the easement to existing conditions when it is complete. Kokoszka stated the last request from the VOC is the ability to gain a 20-ft. permanent utility easement to bring electricity and natural gas to the proposed Water Treatment Plant in Rotary Park. Noonan reiterated at the end of the presentation the VOC is looking for general concurrence from the Board to continue with their plans and application for loans.

Stanko started the discussion by acknowledging the value and need for this project in the community, but has some concerns with the plans. He shared his first concern was discussions that are not being had now that may come up later down the line after "approval", for example, sewer lines. He asked the VOC staff when the process for the grant was started and why wasn't this brought to the Board sooner. Morimoto responded it was started in spring of 2023. He further explained the VOC did not receive the full amount from the grant and was not aware they would need to seek out additional funding, which is why this application process for the loan needs to move forward quickly to be considered. Stanko asked who will be responsible for paying for the legal or engineering costs the Park District may have. Morimoto responded the VOC is willing to work those costs out with the Park District and is open to coordinating fees for third party review of the proposed project. Stanko asked about an alternative route for the electric and gas lines presented. Renner responded because the route he suggested is on other property, it is not owned by the VOC. Stanko asked if the water line can be run down closer to Route 31 rather than in the middle of Park District property. Morimoto responded the option closest to Route 31 (B) is standard placement. He shared option A would be the ideal placement to minimize the chances of conflict with any future development. Frangiamore stated he understands and supports the need of this

project. He expressed his concern with the ability to stay within the 20-ft. easement without chance of disturbance to surrounding property. Frangiamore understands it is more difficult to go through Rotary Park for this project, but ultimately, it comes down to how this affects Park District property now and in the future. He would like to see the water main placed as far east as possible, which would make option C his preferred choice, but would like to see it go even further east than what is being presented. Frangiamore stated he would also like the proposed plans to be reviewed by an engineering firm to help determine the best placement for the Park District.

Renner stated he is excited about the potential of this project and the opportunities it would present for the community, but needs time to digest all the information being presented and to work through the due diligence process. Renner asked if the grant has an expiration date and if the IEPA funding can be moved to next year rather than this year. Morimoto responded there is not expiration date, but the grant the VOC was awarded is not enough to cover the costs of the project. Renner asked what will happen if the VOC is denied loans from the IEPA. Morimoto responded the VOC will be forced to make cuts in the Capital Improvement Plan to help fund the remainder of the project. Renner shared he is leaning towards option C. He asked why they have two water main diameters listed (8-inch and 12-inch), why not go with the 12-inch to avoid coming back down the road to upgrade the size. John Stein, VOC Deputy Director of Public Works, stated everything in the Cambria subdivision is 8-inch, therefore they would most likely go with 8-inch to accommodate that connection. He stated there is the ability to upgrade to larger pumps to accommodate future developments of that area. Carasso stated she does have concerns about the proposed project and is uncomfortable with the urgency being place on the Park District to respond. She agreed with Frangiamore and Renner about going further east on the property since the future of the property is unknown. Carasso reiterated she has an issue with the timing and wish the VOC would have approached the Park District about this sooner. Victor stated she wants to support the VOC with their plans, but explained this is not a decision the Board can make within the next two weeks. She further stated the Board will continue to have conversations about this proposal and review the proposal again at the Committee of the Whole meeting in October. Moritmoto stated the VOC never intended to rush the Park District, but understands their decision. He further stated the VOC will take the feedback they received from the Board and continue to develop additional options for their desire to move further east on the property. Victor shared she is grateful for the relationship with the VOC and looks forward to further discussion with them.

Stanko moved to recess the meeting for approximately five minutes. Second by Renner.

Voice Vote: Yes – 5. No – None. Motion carried

Victor called the meeting back to order at 8:47 PM.

The fifth Direction Item, Equipment Replacement – 2015 Jacobsen HR09016 T Wide Area Mower, was moved up on the agenda for discussion. Kelly stated funds totaling \$123,410.00 has been allocated within the FY2026-27 Capital Equipment Replacement Fund (CERF) to replace the 2015 Jacobsen HR-9016T Wide Area mower. She explained the mower was assigned a replacement timeline of 10 years and is not up for replacement in FY2023-24. Kelly stated this mower is used on a daily basis for cutting large grass areas such as athletic fields and is a critical piece of equipment to the overall grass cutting operation. Because of the challenges with the current Jacobsen mower, Kelly shared staff has explored options to replace the unit ahead of the schedule in the CERF since it has become inefficient to

operations to continue to manage, along with the 12-16 month lead-time for receiving the replacement mower. Kelly stated since purchasing the mower, Jacobsen has moved its entire operation including parts and support to Europe, making it a challenge for staff to obtain replacement parts and receive support from Jacobsen on the issues they are experiencing. She stated staff found only two vendors that have a unit with a 16ft. cutting width like this unit, which are Jacobsen and Toro. Kelly stated with the current challenges with Jacobsen, staff are recommending purchasing the Toro Groundmaster 5900 (no cab) through the Sourcewell Cooperative Purchase Program.

Stanko asked for confirmation the replacement mower is road worthy. Kelly responded yes, it is. Frangiamore asked if reel mowers are still used. Jones stated yes, but those are used for fine grass mowing and regular units used at Foxford Hills Golf Club. Frangiamore asked if it is an option to outsource the mowing of the large areas of grass. Jones responded we have the capabilities to address these areas efficiently ourselves, therefore that isn't necessary. Frangiamore asked if staff have looked into robotic mowers. Jones responded if the Board desires for staff to explore that option, they can do that. Sutalski, Park Specialist- Mechanic, explained to the Board more about how those robotic mowers work and how many it would take to mow an area of the size staff is referring to when discussing what the current Jacobsen is used for. Renner suggested staff continue to explore options with some of the newer technology available. Frangiamore expressed his concern with the compounding effect on the CERF and has concerns about advance purchases that may take away from other things that need to be done. Jones clarified there has not been a lot of advance purchases, but staff is just navigating the marketplace and this is the first one that is really out of "range". He further stated the Park District has been pretty good with sticking to planned equipment timeframes and has done a lot of great work in the past to keep the CERF in a good place.

Stanko moved to recommend Board approval for the purchase of a 2024 Toro Groundmaster 5900 wide area mower (no cab) through Sourcewell Cooperative Purchase Program from Reinders, Mundelein, IL at a purchase price not to exceed \$147,046.84. Second by Frangiamore.

Roll Call vote: Yes – Renner, Carasso, Stanko, Frangiamore, Victor. No – None. Motion carried.

The second Direction Item was Commission Code of Conduct. Jones provided a brief introduction to this item, stating it was sent back to the Committee of the Whole (COW) for further discussion after being previously discussed at the June 8, 2023 COW meeting, June 22, 2023 Board meeting, and July 13, 2023 COW meeting. He further stated a directive of the Board at the July COW meeting was for individual Board members to provide any outside materials related to this item to the Executive Director to be dispersed to all member of the Board, prior the this meeting. Renner started the discussion by stating he is in favor of having a Commissioner Code of Conduct and one that is appropriate for all Board members to sign. He stated he is in favor removing items #16-19 from the list. Frangiamore stated he is also in favor of having a code of conduct and removing items #16-19, but suggested changing the name to something along the line of "Board Responsibilities". He felt changing the name is more appropriate since some of the items listed do not necessarily fall under "code of conduct". Carasso stated she is not opposed to removing items #16-19. Looking at the IAPD example provided, she pointed out how direct and to the point those bullet points are and felt our Code of Conduct is too wordy. Stanko stated he is willing to look at and improve some of the items in the list, like #2 for example. He felt it is too easy to look at the list and find issues. Stanko stated he is not required to sign the Code of Conduct, therefore he asked the other Commissioners to respect his decision if he were to choose not to sign it.

Renner stated he will sign it because he believes this is how he should conduct himself on the Board, and felt these are things all Board members should adopt and follow. Victor asked if anyone is opposed to rewording #2. Carasso stated she is opposed to rewording #2. She further stated if Stanko is not in favor of signing it, then there is no need to make additional changes. Victor stated she is opposed to changing the name of the document. Jones added there is already a Policy named "Board Responsibilities", therefore that name would not work if they did move forward with another name. Victor asked for consensus from the Board that everyone is in favor of removing items #16-19, the Board all agreed to that revision and decided to keep the name of the document as is.

Carasso moved to recommend Board of Commissioner approval of the Commissioner Code of Conduct and recommend all commissioners, if they choose, to sign their name as revised. Second by Renner.

Voice Vote: Yes – 4. No – 1. Motion carried.

The third Direction Item was Revision – Policy 4-018, Drug Free Workplace Compliance. Jones stated staff continue to review and update various policies of the District. He provided an overview of the revisions made to Policy 4-018, which include modifications to the Policy Statement to clarify the Park District's goal to not only satisfy the requirements of the federal and state Drug Free Workplace Acts, but recognize the overwhelming evidence that alcohol and drug abuse has a detrimental impact on employees' health, job, performance, safety, and efficiency. Jones explained medical marijuana was also stricken and replaced with cannabis, along with an expanded definition of cannabis.

Carasso moved to recommend Board of Commissioner approval of revisions to Policy 4-018, Drug Free Workplace Compliance. Second by Stanko.

Voice vote: Yes –5. No – None. Motion carried.

The fourth Direction Item was Revision – Policy 1-012, Board Meeting Packet Distribution. Victor stated she asked for this policy to be brought to the Board for review after receiving a public comment in regard to posting the meeting packets online for the public to view ahead of the meetings and follow along with during the meetings. She further stated per the policy, only a hard copy of the packet is placed at the front desk of the Community Center for public viewing. After visiting other Park District websites, Victor shared she found many others do post their meeting packets, whether it's all meeting packets or just regular Board meeting packets. She expressed it important to be transparent with the community and give the public attendees the opportunity to follow along visually throughout the meetings. Carasso stated she also did some research on other Park District websites and is not opposed to posting the packets on the website. She understood the desire from the community to have that information available to them. Stanko stated the Park District already posts a lot of information online for a variety of areas throughout the District and sees no issue with posting the meeting packets as well. Frangiamore stated he is in favor of posting the meeting packets, but would like to see some sort of disclaimer added to state the information in the packets are not yet final decisions made by the Board. Victor agreed with Frangiamore. Renner also agreed with Frangiamore and is in favor of posting the regular Board meeting packets, but stated he is reluctant to post the Committee of the Whole (COW) packets because he does not want the public to misinterpret the information or have the information taken out of context. Stanko acknowledged the challenges that may come with posting the COW

packets, but stated it might motivate the community to attend the meetings. He agreed with providing a disclaimer in the packets. Victor asked if all Board members were in agreeance to post all Board meeting packets. Renner stated no, he does not agree. Frangiamore stated he has no issue with it, but would like to get more information from other park districts on having a disclaimer. Stanko, Carasso, and Victor all agreed to the posting of all Board meeting packets. Jones confirmed the Board's request to revise the policy and will bring the revised policy back to the Board meeting on September 28.

Carasso moved to recommend staff revise Policy 1-012, Board Meeting Packet Distribution, and bring revisions back for final Board of Commissioner consideration. Second by Frangiamore.

Voice vote: Yes – 4. No – 1. Motion carried.

The sixth Direction Item was Date Change – October Committee of the Whole Meeting. Jones stated himself and two Commissioners will be attending the National Recreation and Park Conference the evening of October 12 and will not be able to attend the Committee of the Whole meeting, therefore the Board may consider moving the meeting to an alternate date. He stated there is a known agenda item for that meeting, which is the presentation of the CAFR by the Park District's auditor, and moving the meeting one week earlier is not optimal for staff and the auditor to prepare the necessary information. Victor asked if all Commissioners were in agreeance with moving the meeting to Thursday, October 19, all Commissioners agreed.

Renner moved to recommend Board approval to change the Committee of the Whole meeting date from October from the 12th to the 19th. Second by Carasso.

Voice vote: Yes – 5. No – None. Motion carried.

Victor asked for a motion to adjourn.

Motion to adjourn the meeting by Stanko. Second by Frangiamore.

Voice vote: Yes – 5. No – none. Motion carried.

Meeting adjourned at 9:58 pm.



Daniel C. Jones, Secretary
Park District Board of Commissioners

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Vicki Krueger, Director of Finance & Administration
Date: October 19, 2023



RE: Receipt of the District's Annual Comprehensive Financial Report (ACFR) for the Fiscal Year Ended April 30, 2023

Providing exceptional recreation, parks and open space opportunities.

Introduction

The Park District Code requires an annual audit of the accounts of the Park District. This audit is to be performed by a licensed public accountant and should be completed within six months after the close of the fiscal year. The results of this audit are being presented to the Committee of the Whole tonight in their role as the Park District's audit committee.

Background

Lauterbach & Amen LLP, licensed public accountants, performed an audit of the Park District's accounts for the fiscal year ended April 30, 2023. Based upon that audit, they have issued their unmodified opinion on the financial statements included in the Annual Comprehensive Financial Report (ACFR).

The ACFR will again be sent to the Government Finance Officers Association (GFOA) for consideration in being awarded the *Certificate of Achievement for Excellence in Financial Reporting* for fiscal year ended April 30, 2023. The award is for a specific year's ACFR. The Park District has applied for and received this award for the last seventeen fiscal years.

Also, in following the GFOA recommended practice of *Using the Annual Comprehensive Financial Report to Meet SEC Requirements for Periodic Disclosure*, the Park District will again use the ACFR to meet its reporting requirements as an issuer of municipal securities.

A representative from Lauterbach & Amen LLP, will be present at tonight's meeting to review the ACFR.

Staff Recommendation

Staff recommends the Committee recommend the Annual Comprehensive Financial Report as presented to the Board of Commissioners for acceptance.

Motion to Consider

Move to recommend the Board of Commissioners accept the Annual Comprehensive Financial Report for the Fiscal Year ended April 30, 2023.

Committee Memo

2To: Committee of the Whole
From: Dan Jones, Executive Director
Vicki Krueger, Director of Finance & Administration
Date: October 19, 2023



RE: General Obligation Limited Tax Park Bonds, Series 2023

Providing exceptional recreation, parks and open space opportunities.

Introduction

The Park District issues General Obligation Limited Tax Park Bonds on an annual basis (annual rollover bonds). The purpose of tonight's meeting is for the Board to recommend a competitive sale for the issuance of the annual rollover bonds, Series 2023. Past practice of the Board has been during October to recommend a competitive sale for the issuance of the annual rollover bonds. Then, in November, Speer Financial presents the results of the sale directly to the Board for their consideration.

Background

In 1991, when the Tax Cap Legislation was passed, the ability for agencies to create revenue was limited. While certain agencies are still able to issue annual rollover bonds, the amount that can be levied for the annual rollover bonds has been capped and the legal maximum amount of the annual issue is adjusted by the increase in the CPI for the prior year. The Park District issues General Obligation Limited Tax Bonds on an annual basis. If an agency chooses not to issue the annual rollover bonds one year, the ability to do so in the future is lost.

For the 2023 issue, the previous legal maximum amount of \$810,312.67 will be increased by the allowed increase of 5% for CPI in 2022 resulting in a maximum borrowing of \$850,828.30, an increase of \$40,515.63.

Proceeds

The proceeds of the annual rollover bonds will be used to fund the Park District's debt service payments due on December 15, 2023 on Series 2018A – General Obligation (Alternate Revenue Source), the General Obligation (Alternate Revenue Source) – Series 2020A debt issue, and the General Obligation (Alternate Revenue Source) – Series 2021A.

This year, the bond proceeds from the annual rollover bond exceed the amount due on the Park District's alternate bond payments payable by December 15, 2023. Therefore, the Park District is required to hold a Bond Notification Act (BINA) Public Hearing. There are legal time frames to hold a BINA hearing, sell the bond, and Board approval of the final bond ordinance, that are dictated by law. In order to meet these time frames it is necessary to publish the notice of a BINA hearing in the NW Herald no later than October 19th, seven days prior to the BINA hearing date of October 26. The Board has authorized staff to publish the BINA public hearing notice in the NW Herald as outlined. Additionally, the BINA hearing must appear as an agenda item for the October 26, meeting of the Board of Commissioners and that agenda must be posted no less than 48 hours prior to said meeting.

Sale

The sale would be scheduled to be ratified at the Board meeting on November 16th with closing on November 30th. The information on this Bond issue would be distributed a week prior to the sale

Committee Memo

through a *Preliminary Term Sheet*. As in the past, the Park District would use Speer Financial to conduct a local competitive sale and Chapman and Cutler as bond counsel.

Staff Recommendation

Staff recommends a competitive sale for the issuance of the General Obligation Limited Tax Park Bonds, Series 2023.

Motion to Consider


Move to recommend staff conduct a competitive sale for the issuance of General Obligation Limited Tax Bonds, Series 2023 and bring the result of the sale directly to the Board of Commissioners for approval.



Cary Park District, McHenry County, Illinois

General Obligation Limited Tax Park Bonds, Series 2023
(the "Rollover Bonds")

PLANNING PACKET – OCTOBER 4, 2023

A thick, solid dark gray horizontal bar spans the width of the page near the bottom.



Speer Financial, Inc.

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*Based on Speer Financial, Inc. Records

** Source: Thomson Reuters

Ms. Vicki Krueger
Director of Finance and Administration
Cary Park District
255 Briargate Rd
Cary, Illinois 60013

Dear Vicki:

General Obligation Limited Tax Park Bonds, or the Rollover Bonds, are payable from a direct property tax that is limited by the District's debt service extension base. The District has annually issued rollover bonds to fully utilize this levying capacity and has used the proceeds from these bonds to repay other prior obligations of the District.

This planning packet is structured to provide you with the preliminary details of the proposed issuance and is designed to aid the decision-making process. Current and future market conditions and interest rates are subject to change and any information based on such market conditions and interest rates are not guaranteed.

Speer Financial, Inc. is not affiliated with any broker-dealer nor do we serve in any capacity other than municipal advisor. This enables Speer to offer unbiased advice solely in the District's best interests and avoid any conflicts of interest. Should you have any questions regarding any information presented in this planning packet please don't hesitate to reach out to me. I look forward to assisting you through this process.

Sincerely,

Aaron Gold
Vice President
Speer Financial, Inc.
(847) 533-2154
agold@speerfinancial.com

Distribution List

CONTACT	ROLE/TITLE	ORGANIZATION	EMAIL	PHONE
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Financing Timetable

ACTION	PARTY RESPONSIBLE	DATE
Committee of the Whole Approval	District	10/19/2023
BINA Publication Deadline	District	10/19/2023
BINA Public Hearing	District	10/26/2023
Bids Received	All Parties	11/15/2023
Adopt Bond Ordinance	District	11/16/2023
Closing	All Parties	11/30/2023

Board Action

Newspaper Publication

Bond Issue Notification Act (BINA)

A BINA Hearing will be required to proceed with the issuance of the Rollover Bonds

Definition

- The BINA requires a Board to hold a public hearing concerning the District's intent to sell General Obligation Bonds prior to adopting a bond ordinance.

Exemptions

- Proceeds that are used to refund other general obligation bonds.
- The District is issuing general obligation bonds that have been approved via a referendum.

Expiration

- The authority to issue is security specific and remains in effect for three years after the date of the BINA hearing.

Requirements

- A notice of the public hearing must be published not less than seven and not more than thirty days before the public hearing.
- The notice of the public hearing must be posted at the principal office of the Park Board at least two days before the public hearing.
- The Park Board is required to wait seven days following the BINA Hearing before adopting the bond ordinance.

Date	BINA Amount	Issue Name	Amount Utilized	Remaining Capacity	Expires
10/26/2023	\$125,000	Series 2023	\$34,438	\$90,562	10/26/2026

*Preliminary, subject to change.

The Rollover Bonds Sizing Constraints

Total Debt Capacity

			Non-Referendum Debt Capacity 0.575% of EAV	Total Debt Capacity 2.875% of EAV
District EAV, Tax Year 2022	746,327,782			
Total	<u>746,327,782</u>			
Statutory Non-Referendum Authority (0.575% of EAV)			4,291,385	
Statutory Debt Limitation (2.875% of EAV)				21,456,924
Applicable Debt:	Final Maturity Date:			
GO Park Bonds (ARS), Series 2018A	12/15/2032	2,915,000	-	-
Debt Certificates, Series 2019A	12/15/2024	377,880	-	377,880
GO Park Bonds (ARS), Series 2020A	12/15/2040	2,750,000	-	-
GO Park Bonds (ARS), Series 2021A	12/15/2040	8,350,000	-	-
GO Limited Tax Park Bonds, Series 2023*	11/1/2024	813,430	813,430	813,430
Total		<u>15,206,310</u>	<u>813,430</u>	<u>1,191,310</u>
Legal Debt Margin*			3,477,955	20,265,614

*Preliminary subject to change (as of 11/30/2023).

Debt Service Extension Base (DSEB)

Year	DSEB	CPI Increase	Cumulative Increase
Base	621,926.90		
2009	622,548.82	0.10%	621.92
2010	639,357.63	2.70%	17,430.73
2011	648,947.99	1.50%	27,021.09
2012	668,416.42	3.00%	46,489.52
2013	679,779.49	1.70%	57,852.59
2014	689,976.18	1.50%	68,049.28
2015	695,495.98	0.80%	73,569.08
2016	700,364.45	0.70%	78,437.55
2017	715,072.10	2.10%	93,145.20
2018	730,088.61	2.10%	108,161.71
2019	743,960.29	1.90%	122,033.39
2020	761,071.37	2.30%	139,144.47
2021	771,726.36	1.40%	149,799.46
2022	810,312.67	5.00%	188,385.77
2023	850,828.30	5.00%	228,901.40

The Rollover Bonds: Preliminary Model

Cary Park District, McHenry County, Illinois

General Obligation Limited Tax Park Bonds, Series 2023

Dated: November 30, 2023 | ***Preliminary***

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Levy	DSEB Total
11/30/2023	-	-	-	-	-	-
11/01/2024	813,430.00	5.000%	37,395.18	850,825.18	2023	850,825.18
Total	\$813,430.00	-	\$37,395.18	\$850,825.18		-

Yield Statistics

Bond Year Dollars	\$747.90
Average Life	0.919 Years
Average Coupon	4.9999994%
Net Interest Cost (NIC)	4.9999994%
True Interest Cost (TIC)	4.9487068%
Bond Yield for Arbitrage Purposes	4.9487068%

IRS Form 8038

Net Interest Cost	4.9999994%
Weighted Average Maturity	0.919 Years

Levy Year	Bond Year	DSEB	Series 2022	Series 2023*	Total	DSEB Margin
2022	2023	810,312.67	810,312.04	-	810,312.04	0.63
2023	2024	850,828.30	-	850,825.18	850,825.18	3.12

*Preliminary, subject to change.

Cary Park District, McHenry County, Illinois
General Obligation Limited Tax Park Bonds, Series 2023
Preliminary Costs of Issuance/Allocation of Proceeds

Security:	GO LTD	
Tax Status:	Tax-Exempt	
Issue:	Series 2023	Total
Issue Size:	813,430.00	813,430.00

Service	Service Provider		Total
Financial Advisor	Speer Financial, Inc.	6,000.00	6,000.00
Bond Counsel	Chapman and Cutler LLP	6,000.00	6,000.00
Term Sheet Preparation	Speer Financial, Inc.	350.00	350.00
SpeerBids.com	Speer Financial, Inc.	350.00	350.00
Total Costs of Issuance:		12,700.00	12,700.00

Prior Obligations	Payment Date		Total
Series 2018A	12/15/2023	304,159.38	304,159.38
Series 2020A	12/15/2023	157,500.00	157,500.00
Series 2021A	12/15/2023	304,632.50	304,632.50
Prior Obligations Paid with Bond Proceeds:		766,291.88	766,291.88

Capital Proceeds	Series 2023	Total
Total Capital Proceeds	34,438.12	34,438.12
Rounding:	-	-

Method of Sale

Competitive Term
Sheet Sale

Prior Obligations Paid With Non-Bond Proceeds			
Prior Obligations	Payment Date		Total
Series 2018A	6/15/2024	45,334.38	45,334.38
Series 2019A	12/15/2023	190,798.18	190,798.18
Series 2019A	6/15/2024	1,859.42	1,859.42
Series 2020A	6/15/2024	26,200.00	26,200.00
Series 2021A	6/15/2024	79,295.00	79,295.00
Prior Obligations Paid with Non-Bond Proceeds:		343,486.98	343,486.98

Other Outstanding Obligations:
General Obligation Limited Tax Park Bonds

Cary Park District, McHenry County, Illinois

General Obligation Limited Tax Park Bonds, Series 2022

Dated: December 1, 2022

Final

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Levy	DSEB Total
12/01/2022	-	-	-	-		-
11/01/2023	783,800.00	3.690%	26,512.04	810,312.04	2022	810,312.04
Total	\$783,800.00	-	\$26,512.04	\$810,312.04		-

Yield Statistics

Bond Year Dollars	\$718.48
Average Life	0.917 Years
Average Coupon	3.6900007%
Net Interest Cost (NIC)	3.6900007%
True Interest Cost (TIC)	3.6620896%
Bond Yield for Arbitrage Purposes	3.6620896%

IRS Form 8038

Net Interest Cost	3.6900007%
Weighted Average Maturity	0.917 Years

Levy Year	Bond Year	DSEB	Series 2022	Series 2023*	Total	DSEB Margin
2022	2023	810,312.67	810,312.04	-	810,312.04	0.63
2023	2024	850,828.30	-	850,825.18	850,825.18	3.12

*Preliminary, subject to change.

Other Outstanding Obligations:

CARY PARK DISTRICT

Preliminary Financing Model

Calendar Year	Annual GO Ltd Proceeds	\$0.25 Corporate Revenue	CERF	General Capital	Operating	Available Sources	GO (ARS) Series 2013A	GO (ARS) Series 2018A	Debt Certificates Series 2019A	GO (ARS) Series 2020A	GO (ARS) Series 2021A	Prior Obligations Net Payments	Unobligated Proceeds
2020	745,270	1,606,856	(290,000)	(265,000)	(100,000)	1,897,126	1,157,000	113,000	194,000	-	-	1,464,000	233,126
2021	756,585	1,671,662	(290,000)	(265,000)	(100,000)	1,773,247	108,000	353,000	194,000	180,811	387,835	1,223,646	549,601
2022	771,100	1,865,819	(290,000)	(265,000)	(100,000)	1,981,919	104,000	351,000	194,000	182,500	389,955	1,221,455	760,464
2023	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	353,000	194,000	185,000	384,265	1,116,265	895,284
2024	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	351,000	194,000	182,400	388,590	1,115,990	895,559
2025	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	353,000	-	184,800	377,900	1,115,700	895,849
2026	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	350,000	-	182,100	384,500	1,116,600	894,949
2027	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	352,000	-	184,400	380,800	1,117,200	894,349
2028	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	353,000	-	181,600	382,000	1,116,600	894,949
2029	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	349,000	-	183,800	383,000	1,115,800	895,749
2030	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	349,000	-	180,900	383,800	1,113,700	897,849
2031	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	352,000	-	183,000	379,400	1,114,400	897,149
2032	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	354,000	-	185,000	379,900	1,118,900	892,649
2033	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	181,900	385,200	767,100	1,244,449
2034	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	183,800	380,200	764,000	1,247,549
2035	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	185,800	380,100	765,700	1,245,849
2036	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	182,300	384,800	767,100	1,244,449
2037	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	184,000	379,200	763,200	1,248,349
2038	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	185,600	378,500	764,100	1,247,449
2039	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	182,100	382,600	764,700	1,246,849
2040	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	183,600	381,400	765,000	1,246,549
2041	800,730	1,865,819	(290,000)	(265,000)	(100,000)	2,011,549	-	-	-	-	-	-	2,011,549
						43,671,732	1,369,000	4,333,000	970,000	3,665,211	10,853,945	21,191,156	22,480,576
						Callable:	12/15/2026		12/15/2028		12/15/2029		

Cary Park District, McHenry County, Illinois

General Obligation Park Bonds (Alternate Revenue Source), Series 2021A

Dated: May 6, 2021

FINAL

Call Date: 12/15/2029

Credit Rating: AA (Stable Outlook)

Purpose: Phase II financing - outdoor aquatic center at Cary-Grove Park

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Bond Year Total
05/06/2021	-	-	-	-	-
12/15/2021	290,000.00	0.300%	97,835.21	387,835.21	-
06/15/2022	-	-	79,977.50	79,977.50	467,812.71
12/15/2022	230,000.00	0.300%	79,977.50	309,977.50	-
06/15/2023	-	-	79,632.50	79,632.50	389,610.00
12/15/2023	225,000.00	0.300%	79,632.50	304,632.50	-
06/15/2024	-	-	79,295.00	79,295.00	383,927.50
12/15/2024	230,000.00	0.300%	79,295.00	309,295.00	-
06/15/2025	-	-	78,950.00	78,950.00	388,245.00
12/15/2025	420,000.00	2.000%	78,950.00	498,950.00	-
06/15/2026	-	-	74,750.00	74,750.00	573,700.00
12/15/2026	435,000.00	2.000%	74,750.00	509,750.00	-
06/15/2027	-	-	70,400.00	70,400.00	580,150.00
12/15/2027	440,000.00	2.000%	70,400.00	510,400.00	-
06/15/2028	-	-	66,000.00	66,000.00	576,400.00
12/15/2028	450,000.00	2.000%	66,000.00	516,000.00	-
06/15/2029	-	-	61,500.00	61,500.00	577,500.00
12/15/2029	460,000.00	2.000%	61,500.00	521,500.00	-
06/15/2030	-	-	56,900.00	56,900.00	578,400.00
12/15/2030	470,000.00	2.000%	56,900.00	526,900.00	-
06/15/2031	-	-	52,200.00	52,200.00	579,100.00
12/15/2031	475,000.00	2.000%	52,200.00	527,200.00	-
06/15/2032	-	-	47,450.00	47,450.00	574,650.00
12/15/2032	485,000.00	2.000%	47,450.00	532,450.00	-
06/15/2033	-	-	42,600.00	42,600.00	575,050.00
12/15/2033	500,000.00	2.000%	42,600.00	542,600.00	-
06/15/2034	-	-	37,600.00	37,600.00	580,200.00
12/15/2034	505,000.00	2.000%	37,600.00	542,600.00	-
06/15/2035	-	-	32,550.00	32,550.00	575,150.00
12/15/2035	515,000.00	2.000%	32,550.00	547,550.00	-
06/15/2036	-	-	27,400.00	27,400.00	574,950.00
12/15/2036	530,000.00	2.000%	27,400.00	557,400.00	-
06/15/2037	-	-	22,100.00	22,100.00	579,500.00
12/15/2037	535,000.00	2.000%	22,100.00	557,100.00	-
06/15/2038	-	-	16,750.00	16,750.00	573,850.00
12/15/2038	545,000.00	2.000%	16,750.00	561,750.00	-
06/15/2039	-	-	11,300.00	11,300.00	573,050.00
12/15/2039	560,000.00	2.000%	11,300.00	571,300.00	-
06/15/2040	-	-	5,700.00	5,700.00	577,000.00
12/15/2040	570,000.00	2.000%	5,700.00	575,700.00	575,700.00
Total	\$8,870,000.00	-	\$1,983,945.21	\$10,853,945.21	#####

Yield Statistics

Bond Year Dollars	\$100,865.92
Average Life	11.372 Years
Average Coupon	1.9669134%
Net Interest Cost (NIC)	1.7310717%
True Interest Cost (TIC)	1.6978863%

Cary Park District, McHenry County, Illinois

General Obligation Park Bonds (Alternate Revenue Source), Series 2020A

Dated: October 8, 2020

Final

Call Date: 12/15/2028

Credit Rating: AA (Stable Outlook)

Purpose: Phase I financing - outdoor aquatic center at Cary-Grove Park

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Bond Year Total
10/08/2020	-	-	-	-	-
06/15/2021	-	-	40,960.83	40,960.83	40,960.83
12/15/2021	110,000.00	2.000%	29,850.00	139,850.00	-
06/15/2022	-	-	28,750.00	28,750.00	168,600.00
12/15/2022	125,000.00	2.000%	28,750.00	153,750.00	-
06/15/2023	-	-	27,500.00	27,500.00	181,250.00
12/15/2023	130,000.00	2.000%	27,500.00	157,500.00	-
06/15/2024	-	-	26,200.00	26,200.00	183,700.00
12/15/2024	130,000.00	2.000%	26,200.00	156,200.00	-
06/15/2025	-	-	24,900.00	24,900.00	181,100.00
12/15/2025	135,000.00	2.000%	24,900.00	159,900.00	-
06/15/2026	-	-	23,550.00	23,550.00	183,450.00
12/15/2026	135,000.00	2.000%	23,550.00	158,550.00	-
06/15/2027	-	-	22,200.00	22,200.00	180,750.00
12/15/2027	140,000.00	2.000%	22,200.00	162,200.00	-
06/15/2028	-	-	20,800.00	20,800.00	183,000.00
12/15/2028	140,000.00	2.000%	20,800.00	160,800.00	-
06/15/2029	-	-	19,400.00	19,400.00	180,200.00
12/15/2029	145,000.00	2.000%	19,400.00	164,400.00	-
06/15/2030	-	-	17,950.00	17,950.00	182,350.00
12/15/2030	145,000.00	2.000%	17,950.00	162,950.00	-
06/15/2031	-	-	16,500.00	16,500.00	179,450.00
12/15/2031	150,000.00	2.000%	16,500.00	166,500.00	-
06/15/2032	-	-	15,000.00	15,000.00	181,500.00
12/15/2032	155,000.00	2.000%	15,000.00	170,000.00	-
06/15/2033	-	-	13,450.00	13,450.00	183,450.00
12/15/2033	155,000.00	2.000%	13,450.00	168,450.00	-
06/15/2034	-	-	11,900.00	11,900.00	180,350.00
12/15/2034	160,000.00	2.000%	11,900.00	171,900.00	-
06/15/2035	-	-	10,300.00	10,300.00	182,200.00
12/15/2035	165,000.00	2.000%	10,300.00	175,300.00	-
06/15/2036	-	-	8,650.00	8,650.00	183,950.00
12/15/2036	165,000.00	2.000%	8,650.00	173,650.00	-
06/15/2037	-	-	7,000.00	7,000.00	180,650.00
12/15/2037	170,000.00	2.000%	7,000.00	177,000.00	-
06/15/2038	-	-	5,300.00	5,300.00	182,300.00
12/15/2038	175,000.00	2.000%	5,300.00	180,300.00	-
06/15/2039	-	-	3,550.00	3,550.00	183,850.00
12/15/2039	175,000.00	2.000%	3,550.00	178,550.00	-
06/15/2040	-	-	1,800.00	1,800.00	180,350.00
12/15/2040	180,000.00	2.000%	1,800.00	181,800.00	181,800.00
Total	\$2,985,000.00	-	\$680,210.83	\$3,665,210.83	\$3,665,210.83
Net Interest Cost (NIC)					1.7853131%
True Interest Cost (TIC)					1.7564041%
Bond Yield for Arbitrage Purposes					1.4520745%

Cary Park District, McHenry County, Illinois

\$920,000 Debt Certificates, Series 2019A

Dated: August 8, 2019

Final

Purpose: Preschool Development

Debt Service Schedule

	Principal	Coupon	Interest	Total P+I	Bond Year Total
08/08/2019	-	-	-	-	-
12/15/2019	-	-	5,914.72	5,914.72	-
06/15/2020	-	-	8,383.07	8,383.07	14,297.79
12/15/2020	177,665.00	1.680%	8,383.07	186,048.07	-
06/15/2021	-	-	6,890.68	6,890.68	192,938.75
12/15/2021	180,645.00	1.750%	6,890.68	187,535.68	-
06/15/2022	-	-	5,310.04	5,310.04	192,845.72
12/15/2022	183,810.00	1.830%	5,310.04	189,120.04	-
06/15/2023	-	-	3,628.18	3,628.18	192,748.22
12/15/2023	187,170.00	1.890%	3,628.18	190,798.18	-
06/15/2024	-	-	1,859.42	1,859.42	192,657.60
12/15/2024	190,710.00	1.950%	1,859.42	192,569.42	192,569.42
Total	\$920,000.00	-	\$58,057.50	\$978,057.50	-

\$

Bond Year Dollars	\$3,117.17
Average Life	3.388 Years
Average Coupon	1.8625064%
Net Interest Cost (NIC)	1.8625064%
True Interest Cost (TIC)	1.8617815%

Cary Park District, McHenry County, Illinois

General Obligation Park Bonds (Alternate Revenue Source), Series 2018A

Final

Call Date: 12/15/2026

Credit Rating: S&P...AA (Stable)

Purpose: Renovations at Lions and Kaper Parks

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Bond Year Total
06/04/2018	-	-	-	-	-
12/15/2018	-	-	59,883.14	59,883.14	-
06/15/2019	-	-	56,434.38	56,434.38	116,317.52
12/15/2019	-	-	56,434.38	56,434.38	-
06/15/2020	-	-	56,434.38	56,434.38	112,868.76
12/15/2020	-	-	56,434.38	56,434.38	-
06/15/2021	-	-	56,434.38	56,434.38	112,868.76
12/15/2021	240,000.00	3.000%	56,434.38	296,434.38	-
06/15/2022	-	-	52,834.38	52,834.38	349,268.76
12/15/2022	245,000.00	3.000%	52,834.38	297,834.38	-
06/15/2023	-	-	49,159.38	49,159.38	346,993.76
12/15/2023	255,000.00	3.000%	49,159.38	304,159.38	-
06/15/2024	-	-	45,334.38	45,334.38	349,493.76
12/15/2024	260,000.00	3.000%	45,334.38	305,334.38	-
06/15/2025	-	-	41,434.38	41,434.38	346,768.76
12/15/2025	270,000.00	3.000%	41,434.38	311,434.38	-
06/15/2026	-	-	37,384.38	37,384.38	348,818.76
12/15/2026	275,000.00	3.000%	37,384.38	312,384.38	-
06/15/2027	-	-	33,259.38	33,259.38	345,643.76
12/15/2027	285,000.00	3.000%	33,259.38	318,259.38	-
06/15/2028	-	-	28,984.38	28,984.38	347,243.76
12/15/2028	295,000.00	3.125%	28,984.38	323,984.38	-
06/15/2029	-	-	24,375.00	24,375.00	348,359.38
12/15/2029	300,000.00	3.250%	24,375.00	324,375.00	-
06/15/2030	-	-	19,500.00	19,500.00	343,875.00
12/15/2030	310,000.00	4.000%	19,500.00	329,500.00	-
06/15/2031	-	-	13,300.00	13,300.00	342,800.00
12/15/2031	325,000.00	4.000%	13,300.00	338,300.00	-
06/15/2032	-	-	6,800.00	6,800.00	345,100.00
12/15/2032	340,000.00	4.000%	6,800.00	346,800.00	-
06/15/2033	-	-	-	-	346,800.00
Total	\$3,400,000.00	-	\$1,103,220.74	\$4,503,220.74	-

Yield Statistics

Bond Year Dollars	\$31,948.89
Average Life	9.397 Years
Average Coupon	3.4530801%
Net Interest Cost (NIC)	3.3059922%
True Interest Cost (TIC)	3.2589438%
Bond Yield for Arbitrage Purposes	3.0102147%

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Sara Kelly, Deputy Director
David Raica, Director of Planning and Development
Date: October 19, 2023



RE: Village of Cary – Water Main Easement, Construction Access Easement and Utility Easement at Hoffman Park

Providing exceptional, recreation, parks and open space opportunities.

Introduction

The Board approves easements on Park District property.

Background

The VOC in May 2023, previewed a project they were considering which involves the installation of a new well and water treatment facility in Rotary Park and looping of water main to connect the Cambria and Fox Trails subdivisions.

In August 2023, the VOC sent a formal letter of request to the Park District to construct a water main with permanent easement, a temporary construction access easement and permanent utility easement through Hoffman Park.

The VOC presented the project and their requests to the Board at the Committee of the Whole meeting dated September 14, 2023.

The Board directed the VOC to return and present additional water main route options. The Board communicated that it would not provide approval/denial of the VOC requests in the time frame desired by the VOC. The VOC has provided two updated exhibits for Board review.

The VOC request is for water main installation and easement, construction access easement and utility easement within Hoffman Park.

Staff Recommendation

Staff does not have a specific recommendation related to the granting of the easement requests by the Board.

If the Board wishes to consider the easement requests, staff would recommend the Board engage an outside engineering consultant to review the Board preferred water main location, construction access location and utility easement location. Staff would recommend engagement with Ancel Glink related to easement requirements and documents to be developed.

To assist the Board in its discussion, staff would recommend breaking the matter down into a series of discussion questions.

Is the Board willing to grant a permanent easement for a water main through Hoffman Park? If yes, what is the preferred route(s)?

Committee Memo

Is the Board willing to grant a temporary access easement for installation of the water main and the construction of new well and facilities in Rotary Park? It should be understood that the install of the water main would take approximately 4-6 months and the install of the new well and facilities would take 16-24 months.

Is the Board willing to grant a permanent utility easement in Hoffman Park in which utilities would be placed to support the new well and facilities?

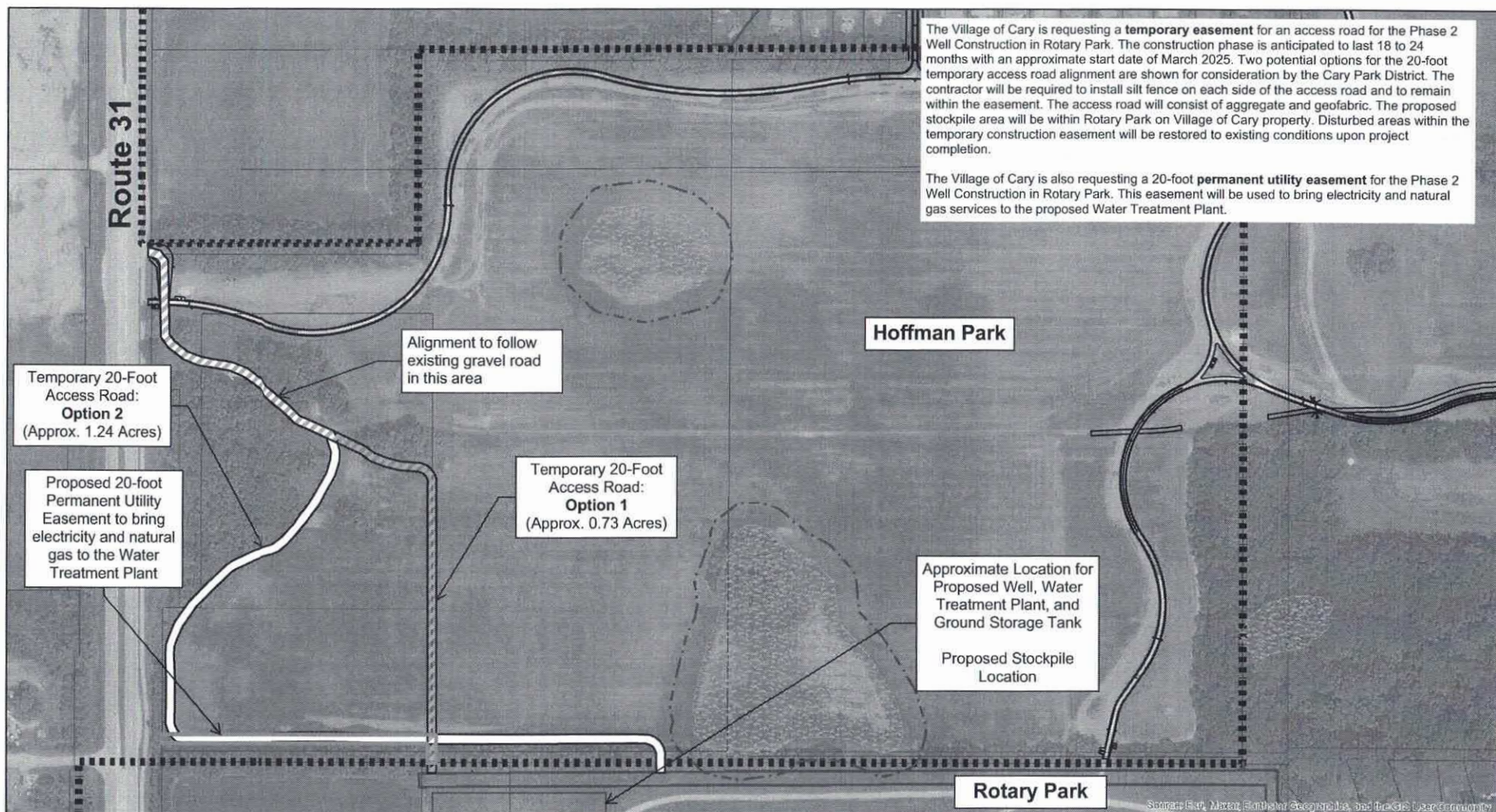
In exchange for granting the easements, is the Board interested in compensation or other items to offset the impact to Park District property after granting said easements?

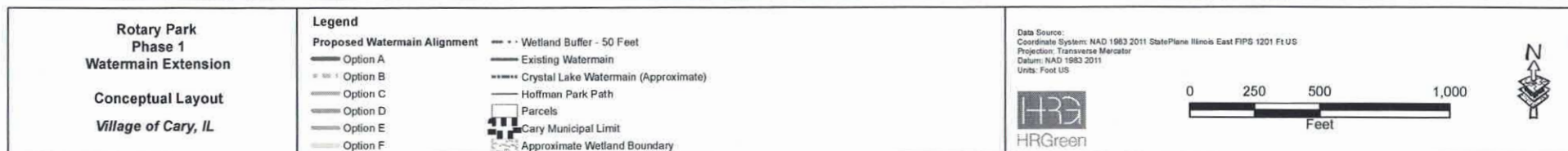
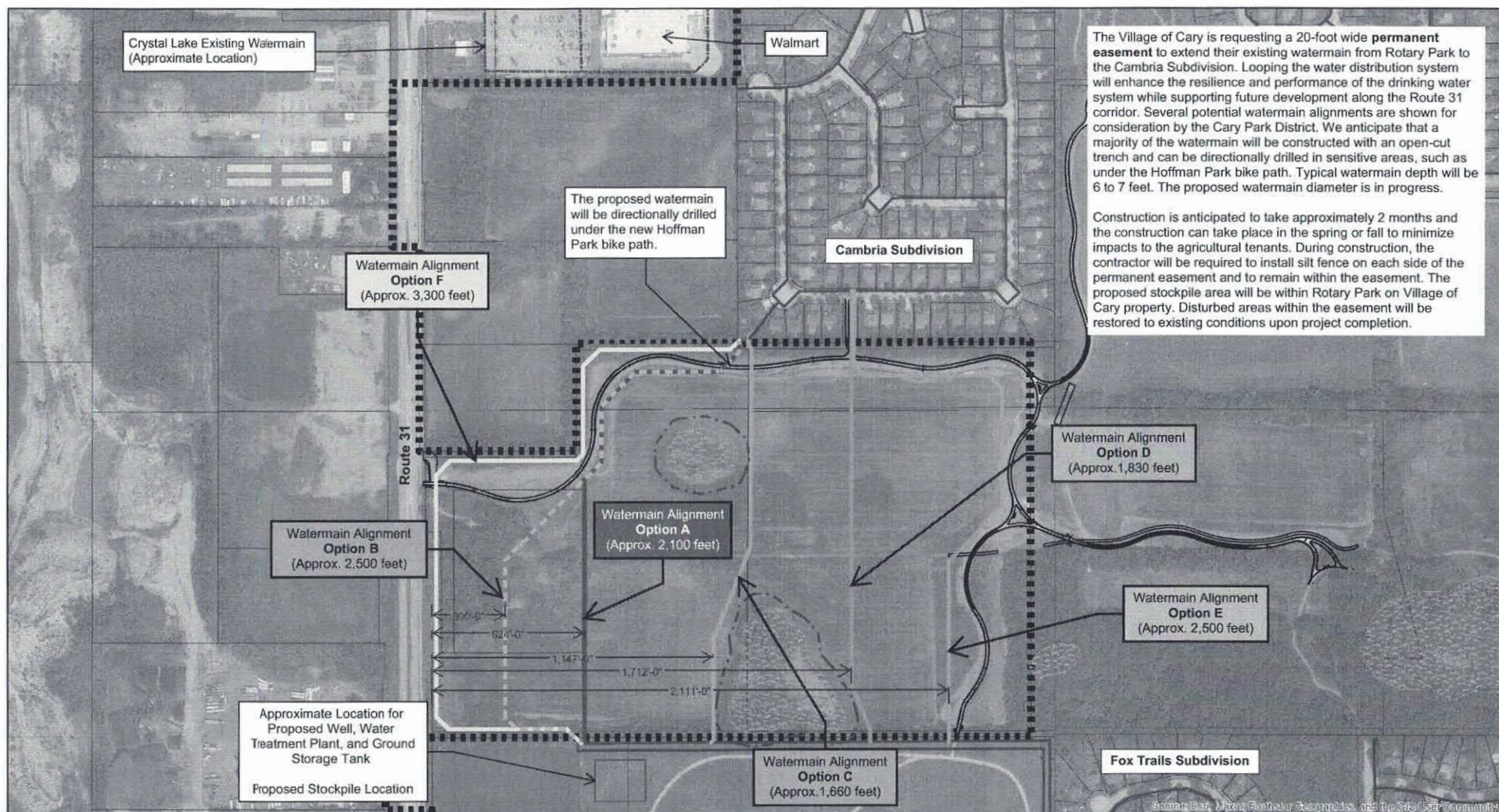
Motion(s) To Consider

Move to direct staff to engage Gewalt-Hamilton to review Board preferred water main, construction access and utility easement locations.

Move to direct staff to engage Ancel Glink to assist with development of easement requirements in concert with direction from the Board.

Should other motions be necessary, the Board should craft the motion(s) as part of its discussion.





Committee Memo



To: Committee of the Whole
From: Dan Jones, Executive Director
Vicki Krueger, Director of Finance & Administration
Date: October 19, 2023

RE: 2023 Tax Levy Estimate

Providing exceptional recreation, parks and open space opportunities.

Introduction

The purpose of tonight's discussion is multifold: The Board will review options for the proposed 2023 levy, the Board to recommend which levy request option they prefer, and for the Board to identify the next steps in the process to establish the annual levy by ordinance. The Board must approve the levy ordinance before the last Tuesday of a calendar year in accordance with applicable laws. That day this year is December 26, 2023. At least 20 days prior to the adoption of the levy, the Board must provide an estimate as to the amount of the levy. The latest this could occur would be the November Board Meeting.

Background

At the July Committee of the Whole meeting, the direction given to staff when structuring the 2023 levy request was to capture the 5% the District is entitled to under PTELL in addition to new growth understanding that the levy will be more than 5% over last year's tax extension to do so. As a result, the Truth in Taxation Act will apply.

Staff levy projections were prepared based on the Assessors Estimated EAV Report, including New Growth projections, dated October 12, 2023 provided by the McHenry County Clerk's office.

In working with the Assessors Estimated EAV report, a new approach was taken this year. Attachment A provides information on the Park District's actual 2022 tax rate, the estimated EAV as reported in the Assessor's Estimated EAV report and a low scenario. With this approach, a high EAV scenario is not needed as the only changes to the Assessors Estimated EAV would be a decrease due to appeals. The 2022 rate setting EAV was \$746,327,782 and the taxes extended for the District totaled \$5,421,347.40 resulting in a tax rate of \$0.726403/\$100 EAV. Attachment B, provides two proposed Levy Requests for the Boards discussion: option one is a 7.31% increase to the prior year's total extension excluding the annual rollover and option two is a 6.5 % increase. Staff is confident that option one will meet the directive of the Board with respect to the structure of the 2023 Levy. It is important to note that the Tax Extension will be limited to 5% by PTELL with both options. At this point in time, the Rate Setting EAV nor New Growth have been finalized.

To comply with the legal requirements of the Truth in Taxation Act, the District must complete the following tasks:

- At least 20 days prior to adoption of the levy ordinance, the District must estimate its annual levy and determine if the funds to be raised exceed 105% of the amount extended the previous year. To be completed at the Board Meeting scheduled for October 26, 2023.

Committee Memo

- Not more than 14 days, nor less than 7 days, prior to the date of the public hearing, publish notice of public hearing regarding the levy in the Northwest Herald. This should occur no earlier than November 1, 2023 and no later than November 8, 2023.
- Hold public hearing. To be completed prior to the Board Meeting, at 6:55 on November 16, 2023.

Prior to meeting with Adam Simon from Ancel Glink, Staff shared with him the direction provided by the board to staff when structuring the 2023 Levy Request. This year, Staff reviewed two options with respect to the proposed 2023 levy request with Attorney Simon. Attorney Simon believed that Staff did their due diligence by providing the Board with two Levy Requests to choose from.

Staff Recommendation

The Board should announce that the District estimates its 2023 Tax Levy will exceed 105% of the previous year's tax extension. Additionally, the Board should indicate that the public hearing on the tax levy will be scheduled for November 16, 2023 at 6:55 p.m. with the required publication and notice of such hearing.

Motion(s) to Consider

Move to recommend the President of the Board of Commissioners announce at the October 26, 2023 Board Meeting that the District estimates its 2023 Tax Levy will exceed 105% of the previous year's tax extension and directs staff to prepare the upcoming Levy Ordinance using Option _____. This recommendation is in preparation for the Truth in Taxation Hearing to be hearing at 6:55 pm on November 16, 2023.

Attachment A

2022 Tax Extension		
2022 Rate Setting EAV	\$	746,327,782
Fund	2022 Extension	Rate/\$100 EAV
Corporate	\$2,544,664.28	0.340958
Recreation	1,314,126.50	0.176079
Liability Insurance	120,002.04	0.016079
Audit	9,000.71	0.001206
Paving & Lighting	5,000.40	0.000670
IMRF	135,003.23	0.018089
Social Security	185,007.19	0.024789
Total Capped Funds	4,312,804.35	0.577870
Special Recreation	290,821.55	0.038967
Revenue Recapture	7,403.57	0.000992
Total Excluding Rollover	\$ 4,611,029.47	0.617829
Bond 2022 Limited	810,317.93	0.108574
	5,421,347.40	0.726403

Assessor's Estimated EAV		
Report Dated October 12, 2023		\$780,122,034
Fund	Levy Request	Projected 2023 Tax Rate/\$100 EAV
Corporate	\$ 2,730,427.12	0.350000
Recreation	1,300,308.30	0.166680
Liability Insurance	102,000.00	0.013075
Audit	3,500.00	0.000449
Paving & Lighting	5,000.00	0.000641
IMRF	133,000.00	0.017049
Social Security	280,000.00	0.035892
Total Capped Funds	4,554,235.42	0.583785
Special Recreation	312,048.81	0.040000
Total Excluding Rollover	4,866,284.23	0.623785
Bond 2023 Limited	<u>\$850,828.30</u>	<u>0.109063</u>
	5,717,112.53	0.732848

3 % decr from Assessor's Est. EAV		
	\$	756,718,373
Fund	Projected 2023 Tax Extension	Projected 2023 Tax Rate/\$100 EAV
Corporate	\$ 2,648,514.31	0.350000
Recreation	1,382,221.11	0.182660
Liability Insurance	102,000.00	0.013479
Audit	3,500.00	0.000463
Paving & Lighting	5,000.00	0.000661
IMRF	133,000.00	0.017576
Social Security	280,000.00	0.037002
Total Capped Funds	4,554,235.42	0.601840
Special Recreation	302,687.35	0.040000
Total Excluding Rollover	4,856,922.77	0.641840
Bond 2023 Limited	\$850,828.30	0.112437
	5,707,751.07	0.754277

Legal Maximums by Fund	
Audit	Max Legal Rates
Corporate	0.3500
Recreation	0.3700
Liability Insurance	No Limit
Audit	0.0050
Paving & Lighting	0.0050
IMRF	No Limit
Social Security	No Limit
Special Recreation	0.0400

Attachment B

2023 Proposed Levy Request: 7.31% increase

Option One

<u>Fund</u>	<u>Levy Request</u>
Corporate	\$ 2,730,427.12
Recreation	1,382,221.11
Liability Insurance	102,000.00
Audit	3,500.00
Paving & Lighting	5,000.00
IMRF	133,000.00
Social Security	280,000.00
Total Capped Funds	\$4,636,148.23
Special Recreation	312,048.81
Total Excluding Rollover	\$ 4,948,197.04
 Bond 2023 Limited	 \$850,828.30
	5,799,025.34

2023 Proposed Levy Request: 6.5% increase

Option Two

<u>Fund</u>	<u>Levy Request</u>
Corporate	\$2,730,427.12
Recreation	1,344,770.45
Liability Insurance	102,000.00
Audit	3,500.00
Paving & Lighting	5,000.00
IMRF	133,000.00
Social Security	280,000.00
Total Capped Funds	\$ 4,598,697.57
Special Recreation	312,048.81
Total Excluding Rollover	4,910,746.39
 Bond 2023 Limited	 \$850,828.30
	5,761,574.69

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Sara Kelly, Deputy Director
Date: October 19, 2023



RE: Model Year and Price Change - 2023 Ford Super Duty F-350 DRW XL 4WD Crew Cab Truck with AIRFLO Dump Body

Providing exceptional, recreation, parks and open space opportunities.

Introduction

The Board of Commissioners approves all purchases in excesses of \$29,999.00. This vehicle was approved in the FY2022-23 budget within the Capital Equipment Replacement.

Background

At the November 17, 2022 Board of Commissioners meeting, approval was given to replace the current 2016 F-350 Super Duty DRW Crew Cab truck with a 2023 Ford Super Duty F-350 DRW XL 4WD Crew Cab Truck w/ Airflo Dump Body via the Sourcewell Cooperative Purchase Program from National Auto Fleet Group (NAFG), Watsonville, California, in the amount of \$79,410.70.

When the order was placed, there was no specified lead time provided to staff. It was estimated it could be as long as 30 weeks for production.

On September 22, 2023 National Auto Fleet Group (NAFG) contacted the Park District and reported that Ford Motor Company notified NAFG that they are no longer accepting any more 2023 F-350 cab chassis into this year's production and directed NAFG to provide clients with a 2024 F-350 roll-over proposal.

The new Sourcewell Quote (ID#25874 R1) from NAFG is for a 2024 Ford Super Duty F-350 DRW XL 4WD Crew Cab 179" WB 60" CA w/9' Airflo Dump Body (factory order). The new purchase price of \$80,985.48 is an increase of \$1,574.78.

Per NAFG, a response was required within a few days of notification, to keep the order in the production queue. Executive Director Jones approved this change.

The 2016 F-350 Super Duty DRW Crew Cab truck will remain in the Park District fleet until the replacement vehicle is received. Receipt of the replacement vehicle is anticipated for 2024.

Staff Recommendation

Staff recommends the approval of the production model year change and the increase in the purchase price of \$1,574.78.

Motion To Consider

Move to recommend Board approval for a \$1,574.78 increase to the original purchase price for the 2024 Ford Super Duty F-350 DRW XL 4WD Crew Cab with Dump Body through the Sourcewell Cooperative Purchase Program from National Auto Fleet Group, Watsonville, California resulting in a new purchase price of \$80,985.48.

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Sara Kelly, Deputy Director
Erica Hall, Superintendent of Recreation
Eric Barge, Recreation Program Manager
Date: October 19, 2023



RE: License Agreement with McHenry County Conservation District for use of Fel-Pro/RRR Property

Providing exceptional recreation, parks and open space opportunities.

Introduction

The Board of Commissioners approves intergovernmental and license agreements.

Background

The original license agreement with the McHenry County Conservation District for the purpose of operating a summer day camp program on the Fel-Pro/RRR property ended on August 31, 2014.

Renewal license agreements were approved by the Board for an additional three years ended on August 31 in 2017, 2020 and 2023.

Both MCCD and the Park District would like to enter into another three year agreement that would be effective from June 1, 2024 through August 31, 2026.

The following changes and/or additions to the agreement were made.

- The term of the license has been extended for another three summers (2024, 2025, 2026).
- The license fee the Park District pays to the Conservation District will increase by 1% for 2026.

Staff Recommendation

Staff recommends renewal of a License Agreement with MCCD for 2024, 2025 and 2026, with the noted changes and/or additions, to operate a summer day camp program at the Fel Pro/RRR property.

Motion(s) to Consider

Move to recommend Board approval of a License Agreement from June 1, 2024 through August 31, 2026 between Cary Park District and McHenry County Conservation District to operate a summer day camp program at the Fel-Pro/RRR property.

LICENSE AGREEMENT
FEL-PRO RRR PROPERTY

THIS LICENSE AGREEMENT (hereinafter referred to as the "Agreement") made and entered into this ____ day of _____, 2023 (hereinafter referred to as the "Effective Date"), by and between the **MCHENRY COUNTY CONSERVATION DISTRICT**, a conservation district organized and existing under the laws of the state of Illinois and having its principal administrative offices in Woodstock, Illinois (hereinafter referred to as the "Conservation District"), and the **CARY PARK DISTRICT**, a park district organized and existing under the laws of the state of Illinois and having its principal administrative offices in Cary, Illinois (hereinafter referred to as the "Licensee");

WITNESSETH:

WHEREAS, Article VII Section 10 of the Illinois Constitution authorizes Units of local government to contract or otherwise associate among themselves to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance; and

WHEREAS, Licensee desires to operate a summer day camp program at a Conservation District site commonly known as Fel-Pro RRR located at 1520 Crystal Lake Ave, Cary, Illinois (hereinafter referred to as the "Property"); and

WHEREAS, parties desire to enter into this Agreement to memorialize the terms under which Licensee will operate its day camp program at the Fel-Pro RRR site;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed as follows:

1. **RECITALS.** The recitals are hereby incorporated by this reference.
2. **THE LICENSE.** Subject to the terms and conditions of this Agreement, Licensee is hereby granted a license to use and occupy the Property, as depicted in the map attached hereto as Exhibit A, for the purpose of operating a summer day camp program. For the purpose of this agreement the Licensee has the right to use the entire Property. However, the exclusive use shall be limited to the area which includes both shelters, the ball courts, and the fence-enclosed archery range.
3. **TERM.** The term of this License shall commence on June 1, 2024. This License is granted to authorize Licensee to operate a summer day camp program from June 1 through August 31 for three summers (2024, 2025, and 2026). The term may be extended by mutual written agreement of the parties. The Licensee may, at their own risk, store camp-related supplies in the basement of the Lake Pavilion from June 1, 2024 through August 31, 2026.

4. **LICENSE FEE.** Licensee shall pay to Conservation District annually, on or before September 30, an amount equal to seven percent (7%) in 2024 and seven percent (7%) in year 2025 and eight percent (8%) in year 2026 of total revenue received for day camp programs conducted at the Property site during that respective year. For purposes of this section, total revenue means registration fees received less any refunds of those registration fees. Upon payment of the License Fee, Licensee shall provide to Conservation District an accounting of registration fees received and refunds paid.

5. **DAY CAMP OPERATIONS.** Licensee is authorized to conduct summer day camp programs as follows:

- A. Licensee will conduct the summer day camp on weekdays from approximately 7:00 a.m. until approximately 6:00 p.m.
- B. Registration for the summer day camp program will be open to the general public, including residents of areas of McHenry County outside the corporate limits of the Cary Park District. Licensee may charge a reasonable non-resident fee to participants who reside outside the corporate limits of the Cary Park District.
- C. Licensee will actively solicit new participants through its normal marketing and promotional activities.
- D. If Licensee uses the lakes on the site for kayaking, canoeing, or other recreational activities, Licensee will provide appropriate training to day campers and staff prior to the conduct of those activities. Licensee may place age restrictions on water activities as it determines may be appropriate.
- E. Licensee may utilize golf carts or other trail utility type vehicles for transportation of staff, campers, supplies and equipment. Licensee will only allow golf carts or other trail utility type vehicles to be driven by individuals that hold a valid driver's license.
- F. Licensee may, at their sole cost, install on the Property one (1) portable storage unit, not to exceed 400 square feet in size from June 1 through August 31 each year that this Agreement is in effect. Placement of any such storage unit shall be in a location mutually agreed to by the Parties.
- G. Licensee may, at their sole cost, install on the Property one (1) semi-permanent tent or shade structure, not to exceed 400 square feet in size, from June 1 through August 31 each year that this Agreement is in effect. Any such semi-permanent tent or shade unit shall be in a location and of a specification that is mutually agreed to by the Parties prior to its installation on the Property. The approval of said structure shall not be unreasonably withheld. The Parties agree that the structure may be used by general site users and the Conservation District when not in use by the camp. The Conservation District shall not be responsible for the structure's repair, replacement, inspection or maintenance.

H. Licensee may, at their sole cost, install on the Property one (1) portable toilet from June 1 through August 31 each year that this Agreement is in effect. Any such portable toilet shall be in a location and of the specifications that is mutually agreed to in writing by the Parties. The Parties agree that the structure may be used by general site users and the Conservation District when not in use by the camp.

I. Licensee may use educational equipment and supplies on the site that are owned by the Conservation District. All such equipment and supplies are available as is and the Conservation District offers no guarantees or warranties of any type in regard to the condition of said equipment and supplies.

J. During the course of each day camp week, Licensee may relocate picnic tables as needed. Prior to 7 p.m. on each Friday, Licensee shall cause picnic tables to be returned to locations as agreed upon by the Parties.

K. If the Licensee desires to remove dead trees or limbs from the camp area they must do so only with written permission of the Conservation District. Licensee shall not remove plants, shrubs, or trees from the Property without express written permission from the Conservation District.

L. The Conservation District may allow members of the public to enter the East Entrance of the Property after 3:00 p.m. on weekdays. The Conservation District shall allow the public to enter the West entrance of the Property for accessing the trails and disc golf course area. The Licensee may prohibit the public from entering the camp area north of the trail from 7 a.m. through 5 p.m. The Licensee and the Conservation District shall mutually agree on placement of barricades and signage on the trail to discourage site users from entering the camp area.

M. The Conservation District may allow members of the public to reserve the shelters on the Property beginning at 7 p.m. each Friday through sunset each Sunday. In any such instance, Conservation District shall be responsible for cleaning the shelters prior to 7:00 a.m. each Monday.

N. Licensee may only use the Property for overnight camping or evening campfires after receiving express written permission from the Conservation District for each event.

O. Licensee may allow children in off-trail areas as mutually agreed with the Conservation District. Conservation District and Licensee shall meet each year prior to the start of the summer day camp program to identify off-trail areas to be made available for day camp use.

P. Licensee may allow staff and campers to construct small fort-type structures using natural materials found on the site. Licensee shall not use live plant materials or remove branches or limbs from trees or shrubs to construct such structures. Any such structures shall be dismantled by Licensee prior to 5 p.m. on each Friday.

Q. The Licensee may at times employ contractors to provide programming and services for camp related presentations. Contractors will be required to provide appropriate insurance coverage listing both the Conservation District and the Licensee as additionally insured. The types of programming a contractor may provide may include, but are not limited to: inflatable bounce houses/obstacle course, trivia/game shows, portable climbing wall, live educational exhibits, video games, magician, musical entertainment, arts and crafts, fishing and kayaking/canoeing. Licensee will be responsible for supervision of contractor activities, including access to Property and buildings.

R. The following list of uses will be prohibited: horses, circuses, rodeos, fireworks, motor powered model aircraft, boat, and rockets, paintball, shooting ranges and motor powered cycles, boats and ATVs.

6. **MAINTENANCE.**

A. Beginning June 1 and ending on Friday of the last week of camp, for each year that this Agreement and any extension is in effect, Licensee shall mow the lawn grass areas north of the paved path as depicted on Exhibit A including the lawn grass areas around the ponds. At all other times, and for all other portions of the Property, the Conservation District shall be responsible for mowing lawn grass areas at its discretion. Fourteen (14) days prior to the last day of camp, the Licensee shall notify the Conservation District of the date that camp shall end.

B. On weekdays beginning June 1 and ending on the last day of camp, for each year that this Agreement and any extension is in effect, Licensee shall clean the shelter and restroom facilities daily at the end of the camp day and shall keep the grounds used for day camp purposes free of trash and litter. Cleaning supplies shall be supplied by the Conservation District and shall be kept in a locked room. Licensee employees shall be provided the combination to the lock so they may access the cleaning supplies.

C. Licensee staff may drive vehicles to the facilities at which they are providing cleaning services and to pick up or deliver supplies and equipment. Licensee shall only clean the facilities during the period from sunrise to sunset unless otherwise authorized by Conservation District.

D. Licensee shall empty trash cans from the onsite facilities into the dumpster located at the Conservation District site each day.

7. **CONSTRUCTION ACTIVITIES.** The Parties recognize that during the term of this Agreement the Property may undergo construction activities for both building and site infrastructure repair and replacement as well as site improvements to expand the recreational opportunities on the Property. The Parties agree that some disruption to normal camp operations is inevitable due to the construction activities. The Conservation District will use its best effort to give a sixty day (60) notice to the Licensee in advance of said construction activities.

8. **DISTRICT SANCTIONED EVENTS.** The Conservation District reserves the right to use the Property in its entirety on not to exceed three (3) Fridays from June 1 through August 31 each year that this Agreement is in effect for Conservation District sanctioned events or activities. The Conservation District will use its best effort to give a sixty day (60) notice to the Licensee in advance of the Friday event.

9. **INSURANCE.** Licensee and Conservation District shall each obtain insurance, or maintain equivalent self-insurance, of the types and in the amounts listed below:

A. Commercial General and Umbrella Liability Insurance.

Each party shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$2,000,000 for each occurrence.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form GG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

The Conservation District and Licensee, as appropriate, shall be included as additional insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Licensee and/or the Conservation District.

B. Workers Compensation Insurance.

Licensee and the Conservation District shall each maintain workers compensation and employees liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 for each accident for bodily injury by accident or \$1,000,000 for each employee for bodily injury by disease.

C. Personal Property Replacement Insurance

Licensee shall maintain Personal Property Replacement Insurance in amounts sufficient to cover the full replacement value of all of Licensee's equipment stored and used on the Property from time to time, which coverage shall be endorsed to provide a waiver of subrogation in favor of the Conservation District, its officers, officials and employees.

D. General Insurance Provisions.

1. Evidence of Insurance.

Prior to taking occupancy, each party shall furnish the other party with a certificate(s) of insurance and applicable policy endorsement(s), executed by a

duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the other party prior to the cancellation or material change of any insurance referred to therein.

The Conservation District shall have the right, but not the obligation, to prohibit Licensee from occupying the Property until such certificates, or other evidence that insurance has been placed in complete compliance with these requirements, is received and approved by Conservation District. Licensee shall have the right, but not the obligation, to withhold License Fees until such certificates, or other evidence that insurance has been placed in complete compliance with these requirements, is received and approved by Licensee.

Failure to maintain the required insurance may result in termination of this Agreement and the License herein granted, at the non defaulting party's option.

Each party shall provide certified copies of all insurance policies required above within 10 days of the other party's written request for said copies.

2. Acceptability of Insurers.

For insurance companies, which obtain a rating from A.M. Best, a policy rating shall be no less than an A-, and the financial rating shall be no less than VII, using the most recent edition of the A.M. Best Key Rating Guide. If the Best rating is less than an A-; VII or a Best's rating is not obtained, the Conservation District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage.

If each party's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. No Waiver.

Failure of a party to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of a party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the other party's obligation to maintain such insurance. Under no circumstances shall the either party be deemed to have waived any of the insurance requirements of this Agreement by any action or omission, including but not limited to:

- (a) allowing any work to commence before receipt of certificates of insurance;
- (b) failing to review any certificates of insurance;

(c) failing to advise the other party that any certificate of insurance fails to contain all the required insurance provisions, or is otherwise deficient in any manner.

The parties agree that the obligation to provide the insurance required by these documents is a requirement which cannot be waived by any conduct, action, inaction or omission by either party.

E. Indemnification

1. Indemnification by Licensee.

To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless the Conservation District, and its respective officers, officials, employees, and volunteers (the "Conservation District's Indemnified Parties"), from and against all claims, damages, losses, expenses, including, but not limited to, legal fees (reasonable attorney and paralegal fees and court costs) arising from or in any way connected with (i) any act and/or omission of Licensee or any of its officers, agents, program participants, employees, volunteers, contractors, students, invitees, guests, or anyone acting on behalf of Licensee; and/or (ii) Licensee's breach of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In no event shall Licensee be required to indemnify and/or hold harmless the Conservation District's Indemnified Parties to the extent of any negligent, willful or wanton, act(s) and/or omission(s) of the Conservation District and/or its employees, agents, contractors, and/or permitted and intended users, excluding Licensee's users, and program participants. This indemnity is separate from Licensee's insurance obligations under this Agreement.

2. Indemnification by the Conservation District.

To the fullest extent permitted by law, the Conservation District shall defend, indemnify and hold harmless Licensee, and its owners, members, officers, officials, employees, volunteers, subsidiaries, and affiliates (the "Licensee's Indemnified Parties"), from and against all claims, damages, losses and expenses, including, but not limited to legal fees (reasonable attorney and paralegal fees and court costs) arising from or in any way connected with (i) any act and/or omission of Conservation District or any of its officers, agents, program participants, employees, volunteers, contractors, students, invitees, guests, or anyone acting on behalf of Conservation District which is found to violate the applicable standard of care set forth in the Illinois Local Governmental and Governmental Employees Tort Immunity Act; (ii) injuries occurring on the Property other than those occurring due to the negligent, willful or wanton act or omission of Licensee; and/or (iii) Conservation District's breach of this Agreement. Such obligations shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person

described in this paragraph. In no event shall the Conservation District be liable to indemnify and/or hold harmless Licensee's Indemnified Parties to the extent of any negligent, willful or wanton act(s) and/or omission(s) of Licensee, its employees, agents, contractors, invitees, guests and/or program participants. This indemnity is separate from Conservation District's insurance obligations under this Agreement.

10. **USE; SUBLET; AND ASSIGNMENT.** Licensee will not allow the Property to be used for any purpose other than that hereinbefore specified, nor to be occupied, in whole or in part, by any other person, and will not sublet the same, or any part thereof, nor assign this Agreement, and will not permit any transfer, by operation of law or otherwise, of the interest in the Property acquired by Licensee through this Agreement, and will not permit the Property to be used for any unlawful purpose.

11. **SECURITY.** Conservation District makes no warranty or representation that there will be any security at the Property.

12. **TERMINATION.**

A. In the event Licensee shall breach or be in default under any of the material provisions of this Agreement, the Conservation District may terminate this Agreement if Licensee shall not have cured such default within thirty (30) days after the Conservation District shall have notified Licensee thereof in writing. In the event Conservation District shall breach or be in default under any of the material provisions of this Agreement, with the exception of provisions relating to maintenance or insurance, Licensee may terminate this Agreement if Conservation District shall not have cured such default within thirty (30) days after Licensee shall have notified Conservation District thereof in writing.

B. In the event Licensee shall breach or be in default under the insurance provisions of this Agreement, the Conservation District may terminate this Agreement effective immediately; provided however, Conservation District shall reinstate the grant of license and terms and conditions of this Agreement upon Licensee providing the Conservation District, within 30 days of the effective date of the notice of termination, with proof of insurance or such other documentation as is necessary to demonstrate that Licensee is in compliance with the insurance requirements set forth herein and Licensee paying any License Fees which would have accrued during the interim period of termination.

C. In the event Licensee fails to conduct operations for which this License is issued for more than forty-five (45) days out of any consecutive sixty (60) day period, the Conservation District shall have the right to terminate this Agreement effective immediately.

D. Notwithstanding the provisions of this Section, the termination of this Agreement shall not terminate the obligations of the respective parties regarding indemnification set forth in paragraph 5.E. hereof.

E. Either party may terminate this agreement by giving notice to the other in writing no less than 90 days prior to the start of the next annual term of the agreement based off the signed date of the agreement.

13. **FORCE MAJEURE.** Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.

14. **WAIVER.** Failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing. Waivers of a specific failure or delay shall not be construed as a general waiver.

15. **SEVERABILITY.** The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

16. **AUTHORIZED SIGNATURES/EFFECTIVENESS.** The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Conservation District, and the Agreement shall not be effective until fully executed and delivered to both Parties.

17. **REPRESENTATIONS.**

A. Licensee represents and covenants that no official, employee or agent of the Conservation District (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the Conservation District.

B. In compliance with Section 10.1 of the Illinois Purchasing Act, Licensee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any governmental entity, nor has Licensee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of Licensee been convicted nor made such an admission.

18. **RIGHTS OF THIRD PARTIES.** The License is entered into solely for the benefit of the contracting parties, and nothing in the License is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this License, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this License shall be construed or interpreted in any way as a waiver, express or implied, of

any common law and/or statutory privileges and/or immunities of the Conservation District as to any claim, cause and/or cause of action of any kind whatsoever.

19. **ASSIGNABILITY.** Licensee shall have no authority or power to sell, transfer or assign this Agreement or any interest therein, nor any power or authority to permit any other person or party to have an interest or use any part of the Conservation District property covered by this Agreement, for any purpose whatsoever, it being the intention of this Agreement to grant the privilege solely to Licensee and neither directly nor indirectly to any other party. Any attempt to assign the License herein granted shall cause the License to become null and void.

20. **APPLICABLE LAW: VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in McHenry County, Illinois.

21. **ENTIRE AGREEMENT AND AMENDMENTS.** This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

IN WITNESS WHEREOF, Licensee and Conservation District have caused this Agreement to be executed as of the date first above written at Woodstock, Illinois.

**MCHEMRY COUNTY CONSERVATION CARY PARK DISTRICT:
DISTRICT:**

By: _____

Elizabeth S. Kessler
Executive Director

Dan Jones
Executive Director