

Cary Park District Board of Commissioners

Regular Board Meeting

March 28, 2024, 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.

Cary Park District
Board of Commissioners
Regular Board Meeting
March 28, 2024
7:00 p.m.
Community Center
255 Briargate Road
Cary, IL 60013



AGENDA

- I. Call to Order
- II. Roll Call
- III. Pledge of Allegiance
- IV. Matters from the Public
- V. Items from Commissioners
- VI. Consent Agenda
 - A. Action Items
 - 1. Approval – Minutes Regular Board Meeting dated February 22, 2024.
 - 2. Approval – March 22, 2024 Disbursements in the Amount of \$286,519.33.
 - 3. Acceptance – Treasurer’s Report dated February 29, 2024.
 - 4. Approval – Policy 4-005, Full-Time Employee Salary and Wages Philosophy, as revised.
 - 5. Approval – Policy 6-001, Philosophy of Recreation Programs, as revised.
 - 6. Approval – Intergovernmental Agreement between Cary Park District and Board of Education of Cary Community Consolidated School District 26 for Use of Facilities for Summer Day Camp and E.T. KidZone, ending June 30, 2027.
- VII. Business Items/Changes, Additions, Deletions
 - A. Any Items Removed from the Consent Agenda
 - B. Action Items
 - 1. Consider – Lions Park Paving Project, Professional Services Agreement for Construction Engineering Services with HR Green in an amount not to exceed \$67,186.00.
 - C. Discussion Items
 - 1. None.
- VIII. Executive Director Report
- IX. Closed Session, **if Necessary**
 - A. Review of Closed Session Minutes (5 ILCS 120/2 © (21))
 - B. Acquisition, Purchase, or Lease of Land (5 ILCS 120/2 © (5))
 - C. Sale or Lease of Land (5 ILCS 120/2 © (6))
 - D. Pending or Probable Litigation (5 ILCS 120/2 © (11))
 - E. Appointment, Employment, Compensation, Discipline, Performance of Specific Employees (5 ILCS 120/2 © (1))
- X. Closed Session Summary and Action, **if Necessary**
 - a. Closed Session Minutes Action
 - b. Acquisition, Purchase or Lease of Land Action
 - c. Sale or Lease of Land Action
 - d. Pending or Probable Litigation Action

Note: In compliance with the Americans 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.

- e. Personnel Action
- XI. Adjournment

Upcoming Scheduled Meetings

Committee of the Whole, 4/11/2024, 7:00pm

Special Meeting, 4/18/2024, 7:00pm

Regular Board Meeting, 4/25/2024, 7:00pm

All meetings take place at the Cary Community Center, 255 Briargate Road, Cary unless otherwise indicated.

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Providing exceptional recreation, parks, and open space opportunities.

MINUTES OF THE REGULAR MEETING OF THE BOARD OF PARK COMMISSIONERS OF
THE CARY PARK DISTRICT, CARY, ILLINOIS, HELD AT COMMUNITY CENTER,
255 BRIARGATE RD, CARY, IL, ON
FEBRUARY 22, 2024

I. CALL TO ORDER

Vice President Frangiamore called the meeting to order at 7:01 PM.

II. ROLL CALL

Upon roll call the following Commissioners answered present: Mrs. Carasso, Mr. Stanko, Mr. Renner, Mr. Frangiamore.

Staff

Staff present: Dan Jones, Executive Director; Becky Horn, Administrative and Recreation Assistant; Sara Kelly, Deputy Director; Erica Hall, Superintendent of Recreation; Noah Mach, Superintendent of Parks and Facility Maintenance; David Raica, Director of Planning and Development; Vicki Krueger, Director of Finance and Administration.

Guests

Jeff Strzalka, HR Green
Michael Murphy
Glen Barklow
Al Tuman
Jenay DiOrio

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

Vice President Frangiamore stated the 2023 Season Review, Foxford Hills Golf Club under Discussion Items will be postponed, there will be no presentation this evening.

IV. MATTERS FROM THE PUBLIC

None.

V. ITEMS FROM COMMISSIONERS

Stanko thanked staff for reversing the Preschool sign so the pencil is pointing to the Preschool building. Carasso informed the Board about the Foundation's Pars Under the Stars Night Golf event taking place on Saturday, May 18. She shared the Foundation's Board will be working very hard over the next couple months to secure sponsorships and raffles prizes for the event. Carasso stated registration will be opening soon and reminded everyone the event typically sells out within 48 hours. Stanko mentioned the Foundation's Night Golf event is an event he gets asked about quite often when out in the community and hears a lot of excitement about it every year.

VI. CONSENT AGENDA

Vice President Frangiamore asked if any items were to be removed from the Consent Agenda. None.

Stanko moved to approve the Consent Agenda as follows: VI.A:

- 1. Approval – Minutes Regular Board Meeting dated January 18, 2024.**
 - 2. Approval – February 16, 2024 Disbursements in the Amount of \$268,473.57.**
 - 3. Acceptance – Treasurer’s Report dated January 31, 2024.**
 - 4. Acceptance – Investment Activity Report dated January 31, 2024.**
 - 5. Approval – O-2023-24-10, Authorizing the Sale or Conveyance of Personal Property Belonging to the Cary Park District.**
 - 6. Acceptance – 2024 Illinois Park and Recreation Association Environmental Report Card.**
 - 7. Approval – Policy 2-001, Attachment A, Executive Director Job Description, revised.**
- Second by Carasso.**

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

VII. BUSINESS ITEMS/CHANGES, ADDITIONS, DELETIONS

VII.A. Any Items Removed From Consent Agenda.

None.

VII.B. Action Items

VII.B.1. – Consider – Bid Results, Lions Park Paving Project.

Raica stated after receiving approval from the Board on January 18, 2024 to bid the project, the project was advertised in the NW Herald and on the Park District website on January 25, 2024. He further stated a single sealed bid from Geske and Sons, Inc. was received and opened on February 13, 2024. Raica shared the bid was \$12,054.34 under the final EOPC and was reviewed by staff and HR Green for compliance and accuracy. Raica stated the Park District is familiar with the company as they most recently were subcontracted to complete a portion of the asphalt paving for the ITEP Hoffman Park Trail, and have completed other asphalt projects for the Park District in the past. Renner asked if anything discussed at the last Board meeting was added as an alternate. Raica responded no, there were no alternates, but those items can still be done in other ways. Frangiamore asked if everything has been finalized with Aptar in regard to the amount they will be responsible for. Jones responded they have agreed on the amount to pay, but once the bid is approved by the Board, they will be able to take the steps to finalize those details.

Carasso moved to approve the most responsive and responsible bid received from Geske and Sons, Inc., Crystal Lake, Illinois in the amount of \$1,143,948.97 to complete the Lions Park Paving Project. Second by Stanko.

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

Carasso moved to approve a construction budget not to exceed \$1,274,000. Second by Renner.

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

VII.C. Discussion Items

Frangiamore reminded the Board the 2023 End of Season, Foxford Hills Golf Club presentation will be postponed.

IX. Executive Director Report

None.

At 7:12 PM, a motion was made by Stanko to enter Closed Session for the purpose of A. Review of Closed Session Minutes (5 ILCS 120/2 (21)). Second Carasso.

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

Frangiamore reconvened open session at 7:19 PM.

Frangiamore summarized Closed Session as follows: The Board reviewed and approved Closed Session minutes dated November 16, 2023 and December 14, 2023.

The Board completed its Semi-Annual Review of Closed Session minutes and the Board determined to release the following minutes dated September 28, 2023, November 16, 2024 and December 14, 2023 and stated that action was necessary as a result of Closed Session.

Renner moved to release closed session minutes dated September 28, 2023, November 16, 2024 and December 14, 2023. Second by Stanko.

Voice Vote: Yes – 4. No – None. Motion carried.

Frangiamore stated that all other Closed Session minutes reviewed were determined that the need for confidentiality still exists as to all or part of the Closed Session minutes held.

Frangiamore asked for a motion to adjourn.

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

Voice vote: Yes – 4. No – None. Motion carried.

Meeting adjourned at 7:20 PM.



Daniel C. Jones, Secretary
Park District Board of Commissioners

APPROVAL OF DISBURSEMENTS

<u>Method of Payment</u>	<u>Vendor</u>	<u>Transaction Description</u>	<u>Fund/Dept. Charged</u>	<u>Amount</u>
Checks	Various	Various	Various	\$285,878.33
Electronic Fund Transfer	GolfVision	Sales Tax Return-Feb	Foxford Hills Golf Club	\$141.00
ACH Pull	Pitney Bowes	Postage Meter Refill	Corp./Gen. Administration	\$500.00
				<u>\$286,519.33</u>

03/28/24

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52401	AIRGAS USA, LLC	COMPRESSED GAS/GLOVES	FOXFORD HILLS GOLF CLUB / MAINTENANCE	98.99
			CHECK TOTAL	98.99
52402	AMAZON CAPITAL SERVICES	PAPER/CARTRIDGES/LABELS	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	1,259.80
		HOSE/WATER FILTER/WALL GUARD	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	210.80
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-5.60
		SHOP TOWELS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	58.96
		PRINTER CARTRIDGES	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	117.00
			CHECK TOTAL	1,640.96
52403	ANCEL GLINK, P.C.	LEGAL SERVICES-JAN24	CORPORATE / GENERAL ADMINISTRATION	318.75
			CHECK TOTAL	318.75
52404	BURRIS EQUIPMENT CO.	AIR FILTERS/SPARK PLGS/LEVER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	221.38
		AIR FILTERS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	-44.94
			CHECK TOTAL	176.44
52405	CARY GYMNASTICS CENTER INC.	NOV/DEC23 GYMNASTICS	RECREATION FUND / PROGRAM AREA D	3,151.20
			CHECK TOTAL	3,151.20
52406	GEWALT HAMILTON ASSOCIATES, INC	HOFFMN PK EASEMT REVIEW	CAPITAL PROJECTS FUND /	2,332.00
			CHECK TOTAL	2,332.00
52407	GREAT LAKES COCA-COLA	NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,110.06
		OPERATING SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	287.50
		DEPOSIT	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	375.00
		DEPOSIT	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	-375.00
			CHECK TOTAL	1,397.56
52408	NANCY HERBSTER	EMPLOYEE REIMBURSMT	RECREATION FUND / PROGRAM AREA C	50.69
			CHECK TOTAL	50.69
52409	MAGIC DAVE PRODUCTIONS	MAGIC SHOW 6-21-24	RECREATION FUND / PROGRAM AREA A	50.00
			CHECK TOTAL	50.00
52410	MCHENRY COUNTY DEPT. OF HEALTH	HEALTH PERMIT-LIONS PK	RECREATION FUND / PROGRAM AREA B	115.00
		HEALTH PERMIT-CC RISK CLASS II	RECREATION FUND / PROGRAM AREA B	380.00
		HEALTH PERMIT-FHGC RISK CLASS	FOXFORD HILLS GOLF CLUB /	380.00

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52410	MCHENRY COUNTY DEPT. OF HEALTH	HEALTH PERMIT-SBAC	RECREATION FUND / PROGRAM AREA B	115.00
			CHECK TOTAL	990.00
52411	MENARD'S	SAFETY FENCE/U-POSTS/CABLE TIE U-POSTS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE FOXFORD HILLS GOLF CLUB / CLUBHOUSE	318.12 48.90
			CHECK TOTAL	367.02
52412	NADLER GOLF CAR SALES, INC.	GOLF CART BROW CAP	FOXFORD HILLS GOLF CLUB / OPERATIONS	36.84
			CHECK TOTAL	36.84
52413	NCPERS GROUP LIFE INSURANCE	GRP INSURANCE-NCPERS	CORPORATE /	16.00
			CHECK TOTAL	16.00
52414	NIGHT FLYER GOLF	NIGHT TOURNAMENT PACKAGE GLOW STICKS	FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS	3,240.00 270.00
			CHECK TOTAL	3,510.00
52415	O'REILLY AUTOMOTIVE INC	AIR FILTER/COPPER PLUG OIL FILTER OIL FILTER BRAKE CLEANER OIL FILTER OIL FILTER	FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE	62.69 11.33 -7.93 41.88 -7.93 7.93
			CHECK TOTAL	107.97
52416	RANGE SERVANT AMERICA, INC.	METAL BAG STANDS	FOXFORD HILLS GOLF CLUB / OPERATIONS	754.50
			CHECK TOTAL	754.50
52417	REVELS	OIL FILTER/MOWER BLADE/WASHERS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	527.63
			CHECK TOTAL	527.63
52418	ROYAL REFRIGERATION, INC.	REFRIGERATOR REPAIR	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,361.09
			CHECK TOTAL	1,361.09
			CHECK TOTAL	0.00
52420	ACUSHNET COMPANY	GOLF CART RETURN BALL PROGRAM INCENTIVE	FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS	-111.45 -634.43

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52420	ACUSHNET COMPANY	GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	5,658.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-113.16
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	232.70
		GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	3,486.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-69.72
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	78.59
		GOLF APPAREL	FOXFORD HILLS GOLF CLUB / OPERATIONS	220.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	10.59
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-6.60
		GOLF APPAREL	FOXFORD HILLS GOLF CLUB / OPERATIONS	125.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	2.88
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-3.75
		GOLF APPAREL	FOXFORD HILLS GOLF CLUB / OPERATIONS	2,574.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	39.12
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-77.22
			CHECK TOTAL	11,410.55
52421	ANDERSON PEST SOLUTIONS	PEST CONTROL-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	96.95
		PEST CONTROL-CC	CORPORATE / PARK MAINTENANCE	52.25
		PEST CONTROL-CC	RECREATION FUND / FACILITY MAINTENANCE	52.25
			CHECK TOTAL	201.45
52422	BARRINGTON TRANSPORTATION CO.	CAMP ECHO-SUMMER23	RECREATION FUND / PROGRAM AREA D	20,376.00
			CHECK TOTAL	20,376.00
52423	BREAKTHRU BEVERAGE ILLINOISLLC	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,170.79
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.00
			CHECK TOTAL	1,176.79
52424	BURRIS EQUIPMENT CO.	HARNESSES	FOXFORD HILLS GOLF CLUB / MAINTENANCE	138.59
		AIR FILTERS/FILTER COVER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	83.97
			CHECK TOTAL	222.56
52425	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	102.14
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	11.54
			CHECK TOTAL	113.68
52426	COBRA GOLF INCORPORATED	APPAREL-HATS	FOXFORD HILLS GOLF CLUB / OPERATIONS	480.00

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52426	COBRA GOLF INCORPORATED	APPAREL-BELTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	150.00
		APPAREL-WOMAN'S SHIRTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	803.00
		APPAREL-MEN'S SHIRTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,983.50
		GOLF CLUBS	FOXFORD HILLS GOLF CLUB / OPERATIONS	4,783.25
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	47.53
			CHECK TOTAL	8,247.28
52427	COMED	ELECTRIC-ANNEX	CORPORATE / GENERAL ADMINISTRATION	200.83
		ELECTRIC-SBAC	RECREATION FUND / PROGRAM AREA B	860.67
		ELECTRIC-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	234.18
		ELECTRIC-KAPER PK	RECREATION FUND / ADMINISTRATION	48.69
		ELECTRIC-HOFFMAN PK	CORPORATE / GENERAL ADMINISTRATION	216.09
			CHECK TOTAL	1,560.46
52428	CONSERV FS, INC.	BENTGRASS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	625.00
			CHECK TOTAL	625.00
52429	CRYSTAL MAINTENANCE SERVICES,	CLEANING FEB24-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	1,680.00
		CLEANING FEB24-ANNEX	CORPORATE / PARK MAINTENANCE	345.00
		CLEANING FEB24-CC	RECREATION FUND / FACILITY MAINTENANCE	3,280.00
			CHECK TOTAL	5,305.00
			CHECK TOTAL	0.00
52431	HOT SHOTS SPORTS	LIL DRIBBLERS CLASS 1/13-2/17	RECREATION FUND / PROGRAM AREA D	840.00
		HOT SHOTS B-DAY PARTIES	RECREATION FUND / PROGRAM AREA B	40.00
			CHECK TOTAL	880.00
52432	MASTER OF THE LINKS	PAR AIDE HOLE CUTTER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	37.08
			CHECK TOTAL	37.08
52433	JOHN J. MILES	EMP AUTO REIMB-FEB24	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	500.00
			CHECK TOTAL	500.00
52434	NUTOYS LEISURE PRODUCTS	CAMBRIA PK-SCOOP BUCKET/SCREWS	CORPORATE / PARK MAINTENANCE	194.96
			CHECK TOTAL	194.96
52435	PETROCHOICE, LLC	FUEL-SHOP	CORPORATE / PARK MAINTENANCE	845.91

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52435	PETROCHOICE, LLC	FUEL-FHGC	FOXFORD HILLS GOLF CLUB / MAINTENANCE	448.65
			CHECK TOTAL	1,294.56
52436	REINDERS, INC.	YOKE/SPACER/BUSHING/SCREW	FOXFORD HILLS GOLF CLUB / MAINTENANCE	142.19
		SCREW-HH	FOXFORD HILLS GOLF CLUB / MAINTENANCE	10.08
			CHECK TOTAL	152.27
52437	STRAIGHT DOWN	APPAREL-STAFF SHIRTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,398.60
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	25.76
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-349.65
			CHECK TOTAL	1,074.71
			CHECK TOTAL	0.00
52439	ACUSHNET COMPANY	GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	339.75
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	10.54
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-6.80
		APPAREL-MEN'S SHIRTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	2,582.50
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	33.47
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-77.48
		APPAREL-HATS	FOXFORD HILLS GOLF CLUB / OPERATIONS	360.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	17.05
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-10.80
		GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	498.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	11.10
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-9.96
			CHECK TOTAL	3,747.37
52440	VILLAGE OF CARY	BRITTANY PK-PERMIT REVIEW	CAPITAL PROJECTS FUND /	588.50
		BRISTOL PK-PERMIT REVIEW	CAPITAL PROJECTS FUND /	601.25
			CHECK TOTAL	1,189.75
52441	WAREHOUSE DIRECT, INC.	BATTERIES/HAND WASH/CLEANER	RECREATION FUND / FACILITY MAINTENANCE	176.72
		BATTERIES/HAND WASH/CLEANER	CORPORATE / PARK MAINTENANCE	176.72
		BATTERIES/HAND WASH/CLEANER	RECREATION FUND / FACILITY MAINTENANCE	176.72
		BATTERIES/HAND WASH/CLEANER	RECREATION FUND / FACILITY MAINTENANCE	176.72
			CHECK TOTAL	706.88
			CHECK TOTAL	0.00

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52443	AFLAC	GRP INSURANCE-AFLAC	CORPORATE /	370.26
			CHECK TOTAL	370.26
52444	AMAZON CAPITAL SERVICES	BATTERY PACK	FOXFORD HILLS GOLF CLUB / MAINTENANCE	109.00
			CHECK TOTAL	109.00
52445	BURRIS EQUIPMENT CO.	MECHANICAL SEAL/STRAINER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	125.38
			CHECK TOTAL	125.38
52446	CHAS. HERDRICH & SON, INC.	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,108.90
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.00
			CHECK TOTAL	1,115.90
52447	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	105.54
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	11.88
			CHECK TOTAL	117.42
52448	COBRA GOLF INCORPORATED	ELEVATE GOLF SHOES	FOXFORD HILLS GOLF CLUB / OPERATIONS	117.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	10.59
			CHECK TOTAL	127.59
			CHECK TOTAL	0.00
52450	CONSTELLATION NEW ENERGY, INC	ELECTRIC-CC	CORPORATE / GENERAL ADMINISTRATION	878.89
		ELECTRIC-CC	RECREATION FUND / ADMINISTRATION	878.89
		ELECTRIC-VETERANS PK	CORPORATE / GENERAL ADMINISTRATION	48.46
		ELECTRIC-CG PARK	RECREATION FUND / ADMINISTRATION	392.71
		ELECTRIC-FHGC IRRIGATION PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	48.16
		ELECTRIC-FHGC MAINT.	FOXFORD HILLS GOLF CLUB / MAINTENANCE	461.38
		ELECTRIC-PARKS GARAGE	CORPORATE / GENERAL ADMINISTRATION	342.54
		ELECTRIC-PARKS GARAGE	RECREATION FUND / ADMINISTRATION	342.54
		ELECTRIC-JC PARK	CORPORATE / GENERAL ADMINISTRATION	263.60
			CHECK TOTAL	3,657.17
52451	COMED	ELECTRIC-LIONS PK	CORPORATE / GENERAL ADMINISTRATION	21.64
			CHECK TOTAL	21.64
52452	CONSTELLATION NEWENERGY-	HEAT/GAS-CC & PARKS	CORPORATE / GENERAL ADMINISTRATION	896.45

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52452	CONSTELLATION NEWENERGY-	HEAT/GAS-CC & PARKS HEAT/GAS-FHGC	RECREATION FUND / ADMINISTRATION FOXFORD HILLS GOLF CLUB / CLUBHOUSE	896.45 622.79
			CHECK TOTAL	2,415.69
52453	ALEXANDRA DEGRYSE	MILEAGE REIMBSMT	CORPORATE / COMMUNICATIONS & MARKETING	11.39
			CHECK TOTAL	11.39
52454	E. ARIEL ROOFING SOLUTIONS LLC	ROOF REPAIR-JC PK RESTROOM	RECREATION FUND / FACILITY MAINTENANCE	1,157.00
			CHECK TOTAL	1,157.00
52455	EWING IRRIGATION PRODUCTS INC	FOAM WHISKER PLUGS	RECREATION FUND / FACILITY MAINTENANCE	402.74
			CHECK TOTAL	402.74
52456	FIRST COMMUNICATIONS, LLC	PHONES-FHGC PHONES-SBAC PHONES-FHGC MAINT. PHONES-CC PHONES-CC PHONES-PARKS GARAGE PHONES-ANNEX PHONES-PRESCHOOL	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT RECREATION FUND / PROGRAM AREA B FOXFORD HILLS GOLF CLUB / MAINTENANCE CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / ADMINISTRATION CORPORATE / PARK MAINTENANCE CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / PROGRAM AREA C	131.42 141.66 49.99 297.18 297.18 116.79 165.39 184.77
			CHECK TOTAL	1,384.38
52457	CHASING CREATIVITY ART STUDIO	ART CLASS	RECREATION FUND / PROGRAM AREA D	30.00
			CHECK TOTAL	30.00
52458	NADLER GOLF CAR SALES, INC.	GOLF CART REPAIRS GOLF CART CENTER CAP	FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS	2,638.11 26.84
			CHECK TOTAL	2,664.95
52459	NICOR GAS	HEAT/GAS-SBAC HEAT/GAS-PRESCHOOL HEAT/GAS-ANNEX	RECREATION FUND / PROGRAM AREA B RECREATION FUND / PROGRAM AREA C CORPORATE / GENERAL ADMINISTRATION	312.22 192.33 99.24
			CHECK TOTAL	603.79
52460	O'REILLY AUTOMOTIVE INC	3.5 TON JACK	FOXFORD HILLS GOLF CLUB / MAINTENANCE	259.99
			CHECK TOTAL	259.99

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52461	P & W GOLF SUPPLY LLC	VINYLGUARD	FOXFORD HILLS GOLF CLUB / MAINTENANCE	179.99
			CHECK TOTAL	179.99
52462	PITNEY BOWES INC	EZ SEAL/RED INK FOR POSTAGE	CORPORATE / GENERAL ADMINISTRATION	269.70
			CHECK TOTAL	269.70
52463	REVELS	V-BELT/CLAMP/U BOLT/BEARING FILTERS/STRAP/SOCKET OUTLET SPEED SENSOR	FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE	363.12 279.03 165.98
			CHECK TOTAL	808.13
52464	SCHINDLER ELEVATOR CORPORATION	SECURITY WITNESS FEE 2024	RECREATION FUND / FACILITY MAINTENANCE	610.00
			CHECK TOTAL	610.00
52465	THE SEGAL COMPANY (MIDWEST)	GASB ACTUARIAL VALUATION 2023	CORPORATE / GENERAL ADMINISTRATION	2,500.00
			CHECK TOTAL	2,500.00
52466	SYSKO FOOD SERVICES-CHICAGO	FOOD FOR RESALE NON-ALCOHOLIC BEVERAGES ALCOHOLIC BEVERAGES OPERATING SUPPLIES SHIPPING JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / CLUBHOUSE	1,897.63 649.77 57.45 374.83 7.10 143.13
			CHECK TOTAL	3,129.91
52467	ACUSHNET COMPANY	GOLF HAT/VISORS SHIPPING DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS	330.00 19.07 -6.60
			CHECK TOTAL	342.47
			CHECK TOTAL	0.00
52469	WAREHOUSE DIRECT, INC.	BATH TISSUE 60 GALLON LINERS 60 GALLON LINERS 60 GALLON LINERS 60 GALLON LINERS	RECREATION FUND / FACILITY MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE	237.32 150.63 150.65 150.65 150.65
			CHECK TOTAL	839.90

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52470	ZIEGLER'S ACE HARDWARE	BLADES	CORPORATE / PARK MAINTENANCE	4.36
			CHECK TOTAL	4.36
52471	ACTIVE NETWORK, LLC	VERIFONE PAYMENT DEVICE	RECREATION FUND / ADMINISTRATION	484.50
			CHECK TOTAL	484.50
52472	ANDERSON PEST SOLUTIONS	PEST CONTROL-PARKS GARAGE	CORPORATE / PARK MAINTENANCE	40.55
		PEST CONTROL-PARKS GARAGE	RECREATION FUND / FACILITY MAINTENANCE	40.55
		PEST CONTROL-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	135.20
			CHECK TOTAL	216.30
52473	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	93.53
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	11.91
			CHECK TOTAL	105.44
52474	CIVICPLUS LLC	MONSIDO ACCESSIBILITY PLATFORM	SPECIAL RECREATION FUND /	4,450.00
			CHECK TOTAL	4,450.00
52475	CLUB CAR, LLC	GPS FOR GOLF CARTS-MAR24	FOXFORD HILLS GOLF CLUB / OPERATIONS	3,600.00
			CHECK TOTAL	3,600.00
52476	GOLFEVISIONS MANAGEMENT, INC.	MANAGEMENT FEE-MAR24	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	3,000.00
		GRP INSURANCE-FHGC	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	1,551.85
		GRP INSURANCE-FHGC	FOXFORD HILLS GOLF CLUB / OPERATIONS	510.72
		GRP INSURANCE-FHGC	FOXFORD HILLS GOLF CLUB / OPERATIONS	532.45
			CHECK TOTAL	5,595.02
52477	LAKESHORE BEVERAGE	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	489.20
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	10.00
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	360.60
			CHECK TOTAL	859.80
52478	LAWSON PRODUCTS, INC.	SAFETY GLASSES/GLOVES/BOOTS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	355.56
			CHECK TOTAL	355.56
52479	PETROCHOICE, LLC	FUEL-SHOP	CORPORATE / PARK MAINTENANCE	1,016.22
			CHECK TOTAL	1,016.22

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52480	REINDERS, INC.	BENTGRASS SEED	FOXFORD HILLS GOLF CLUB / MAINTENANCE	610.00
			CHECK TOTAL	610.00
52481	SIGN-X SIGNS	3 SIGNS-SBAC	RECREATION FUND / PROGRAM AREA B	6,881.00
			CHECK TOTAL	6,881.00
52482	ACUSHNET COMPANY	GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	420.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	22.20
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-8.40
		GOLF SOCKS	FOXFORD HILLS GOLF CLUB / OPERATIONS	756.00
		GOLF GLOVES	FOXFORD HILLS GOLF CLUB / OPERATIONS	3,588.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	51.68
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-130.32
		GOLF GLOVES	FOXFORD HILLS GOLF CLUB / OPERATIONS	2,376.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	20.34
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-47.52
			CHECK TOTAL	7,047.98
52483	VERSION2, LLC - HOSTING	VEEAM BKUP & CLOUD CONNECT	CORPORATE / GENERAL ADMINISTRATION	113.60
		VEEAM BKUP & CLOUD CONNECT	RECREATION FUND / ADMINISTRATION	113.60
		VEEAM BKUP & CLOUD CONNECT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	56.80
			CHECK TOTAL	284.00
52484	VILLAGE OF CARY	LIQUOR LICENSE APPLICATION	RECREATION FUND / PROGRAM AREA B	100.00
			CHECK TOTAL	100.00
52485	WAREHOUSE DIRECT, INC.	DETERGENT	RECREATION FUND / FACILITY MAINTENANCE	22.01
			CHECK TOTAL	22.01
52486	ZIEGLER'S ACE HARDWARE	SCHLAGE KEYS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	56.80
			CHECK TOTAL	56.80
52487	VIRTOO SERVICES, LLC.	APPRIVER ACCOUNT SETUP	CORPORATE / GENERAL ADMINISTRATION	360.00
		APPRIVER ACCOUNT SETUP	RECREATION FUND / ADMINISTRATION	360.00
		APPRIVER ACCOUNT SETUP	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	180.00
		REMOTE ACCESS SETUP-SBAC	RECREATION FUND / ADMINISTRATION	187.50
		ACCOUNT SUPPORT	CORPORATE / GENERAL ADMINISTRATION	337.50
			CHECK TOTAL	1,425.00

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52488	AMAZON CAPITAL SERVICES	DRIVING RANGE SUPPLIES	FOXFORD HILLS GOLF CLUB / OPERATIONS	399.98
			CHECK TOTAL	399.98
52489	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	87.15
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	18.29
			CHECK TOTAL	105.44
52490	COBRA GOLF INCORPORATED	GOLF HATS	FOXFORD HILLS GOLF CLUB / OPERATIONS	950.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	24.00
		GOLF GLOVES/WINTER MITTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,405.05
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	15.98
		GOLF SHOES	FOXFORD HILLS GOLF CLUB / OPERATIONS	2,022.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	70.56
			CHECK TOTAL	4,487.59
52491	FAMBRO MANAGEMENT LLC	CHESS SCHOLARS-JAN/MAR24	RECREATION FUND / PROGRAM AREA D	378.00
			CHECK TOTAL	378.00
52492	HARRIS COMPUTER SYSTEMS	MSI MAINT-MAY24/APR25	CORPORATE / GENERAL ADMINISTRATION	3,415.25
		MSI MAINT-MAY24/APR25	RECREATION FUND / ADMINISTRATION	3,415.24
			CHECK TOTAL	6,830.49
52493	ILLINOIS LIQUOR CONTROL	LIQ LICENSE FEE-STARS FEST	RECREATION FUND / PROGRAM AREA B	25.00
			CHECK TOTAL	25.00
52494	LRS	TOILET RENT-LIONS/HFMN PARK	CORPORATE / PARK MAINTENANCE	118.00
		TOILET RENT-LIONS/HFMN PARK	RECREATION FUND / FACILITY MAINTENANCE	118.00
			CHECK TOTAL	236.00
52495	MENARD'S	BATTERIES/U-POSTS/LIGHT BULBS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	132.70
		GOLF CART REPAIR PARTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	548.86
		U-POSTS RETURN	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	-49.95
		CABLE TIES/ANCHORS/U-POSTS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	58.81
		GOLF CART REPAIR PARTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	10.92
			CHECK TOTAL	701.34
52496	MIDWEST COMMERCIAL FITNESS	REPAIR TREADMILL/BIKE	RECREATION FUND / FACILITY MAINTENANCE	1,563.29
			CHECK TOTAL	1,563.29

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52497	O & S ALEXANDER OFFICE LLC	ANNEX RENT-APR24	CORPORATE / GENERAL ADMINISTRATION	2,760.00
			CHECK TOTAL	2,760.00
52498	MARISOL ADAMO	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	6.00
			CHECK TOTAL	6.00
52499	ROBERT HAMMERSCHMIDT	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	95.13
			CHECK TOTAL	95.13
52500	NATALIE HELLER	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	9.45
			CHECK TOTAL	9.45
52501	LORI KOESTER	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	101.00
			CHECK TOTAL	101.00
52502	TIM VETTA	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	18.90
			CHECK TOTAL	18.90
52503	STRAIGHT DOWN	GOLF POLOS/HOODIES/QUARTER ZIP	FOXFORD HILLS GOLF CLUB / OPERATIONS	3,997.45
		GOLF JACKETS/QUARTER ZIP	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,318.75
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	93.83
			CHECK TOTAL	5,410.03
52504	ACUSHNET COMPANY	GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	6,000.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-120.00
		GOLF HATS	FOXFORD HILLS GOLF CLUB / OPERATIONS	984.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	16.32
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-19.68
		GOLF HATS/VISORS	FOXFORD HILLS GOLF CLUB / OPERATIONS	112.50
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	6.42
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-2.25
		GOLF PLAYERS TOWELS	FOXFORD HILLS GOLF CLUB / OPERATIONS	456.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	8.70
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-9.12
			CHECK TOTAL	7,432.89
52505	VIRTOO SERVICES, LLC.	IT SERVICE PLAN/SUPPORT	CORPORATE / GENERAL ADMINISTRATION	2,820.00
		IT SERVICE PLAN/SUPPORT	RECREATION FUND / ADMINISTRATION	2,820.00

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52505	VIRTOO SERVICES, LLC.	IT SERVICE PLAN/SUPPORT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	1,410.00
			CHECK TOTAL	7,050.00
52506	ANDERSON LOCK COMPANY	REPROGRAM DOOR LOCK-CC	RECREATION FUND / FACILITY MAINTENANCE	460.00
			CHECK TOTAL	460.00
52507	CARY SD 26	ETKZ RENTAL-FEB24	RECREATION FUND / PROGRAM AREA C	6,468.00
			CHECK TOTAL	6,468.00
52508	CHICAGO DISTRICT GOLF ASSOC.	CDGA ANNUAL DUES 2024	FOXFORD HILLS GOLF CLUB / OPERATIONS	100.00
			CHECK TOTAL	100.00
52509	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	105.51
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	11.91
			CHECK TOTAL	117.42
52510	COMED	ELECTRIC-PARKING LOT	CORPORATE / GENERAL ADMINISTRATION	12.45
		ELECTRIC-PARKING LOT	RECREATION FUND / ADMINISTRATION	12.45
			CHECK TOTAL	24.90
52511	GOLFVISIONS MANAGEMENT, INC.	FHGC PAYROLL FEB 24	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	118.17
			CHECK TOTAL	118.17
52512	HR GREEN, INC.	LIONS PK-ENGINEERING/BIDDING	CAPITAL PROJECTS FUND /	16,657.62
			CHECK TOTAL	16,657.62
52513	KNAPHEIDE TRUCK EQUIPMENT	HINGE ROD	CORPORATE / PARK MAINTENANCE	62.82
			CHECK TOTAL	62.82
52514	PDRMA	GRP INSURANCE-FEB24	CORPORATE / GENERAL ADMINISTRATION	7,260.86
		GRP INSURANCE-FEB24	CORPORATE / PARK MAINTENANCE	19,733.06
		GRP INSURANCE-FEB24	RECREATION FUND / ADMINISTRATION	13,502.61
		GRP INSURANCE-FEB24	RECREATION FUND / FACILITY MAINTENANCE	3,361.06
		HEALTH INS CREDIT-PDRMA	CORPORATE /	-1,490.94
			CHECK TOTAL	42,366.65
52515	SHAW SUBURBAN MEDIA GROUP	EASTER EGG HUNTS E-BLAST AD	RECREATION FUND / COMMUNICATIONS & MARKETING	799.00
			CHECK TOTAL	799.00

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52516	SPEER FINANCIAL, INC.	ALT REV SOURCE-PROF SERVICES	CORPORATE / GENERAL ADMINISTRATION	1,000.00
			CHECK TOTAL	1,000.00
52517	FETTERVILLE INC	CARTOON DRAWING-1/17-2/20/24	RECREATION FUND / PROGRAM AREA D	420.00
			CHECK TOTAL	420.00
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
52523	BMO CORPORATE MASTERCARD	VERIZON-PHONES & TABLETS	CORPORATE / GENERAL ADMINISTRATION	136.96
		COMCAST-ANNEX/CC/HFM PK/PARKS	CORPORATE / GENERAL ADMINISTRATION	1,837.19
		IAPD CONFERENCE/ROUND TABLE	CORPORATE / GENERAL ADMINISTRATION	1,986.71
		IPRA MEMBERSHIP RENEWAL	CORPORATE / GENERAL ADMINISTRATION	245.00
		COPY PAPER/TONER/PENS/TISSUE	CORPORATE / GENERAL ADMINISTRATION	320.14
		ZOOM/ADOBE/TRIPLOG SUB	CORPORATE / GENERAL ADMINISTRATION	160.94
		FLOWERS/EE BREAKFAST SUPPLIES	CORPORATE / GENERAL ADMINISTRATION	252.18
		APPLE IPAD/KEYBOARD/PENCIL	CORPORATE / GENERAL ADMINISTRATION	1,109.16
		WASTE MGMT-LIONS PK	CORPORATE / PARK MAINTENANCE	127.06
		VERIZON-PHONES & TABLETS	CORPORATE / PARK MAINTENANCE	454.97
		IPRA/PDRMA/MIPE MEETING	CORPORATE / PARK MAINTENANCE	738.09
		NRPA MEMBERSHIP/IL SPORTS TURF	CORPORATE / PARK MAINTENANCE	115.00
		WASHER/DRYER/TAMPER/SOCKETS	CORPORATE / PARK MAINTENANCE	1,528.69
		FUEL	CORPORATE / PARK MAINTENANCE	35.74
		BUSINESS CARDS	CORPORATE / PARK MAINTENANCE	24.20
		CERTIFIED MAIL	CORPORATE / PARK MAINTENANCE	14.17
		MAINTAINX SUBSCRIPTION	CORPORATE / PARK MAINTENANCE	118.00
		TOP SOIL	CORPORATE / PARK MAINTENANCE	62.00
		FLAGS/PAINT/ROLLERS/TOTES/KEYS	CORPORATE / PARK MAINTENANCE	483.58
		AIR FILTERS	CORPORATE / PARK MAINTENANCE	192.00
		U-BEND TUBES	CORPORATE / PARK MAINTENANCE	19.70
		PREEN/RUST-OLEUM/PAINT	CORPORATE / PARK MAINTENANCE	180.38

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52523	BMO CORPORATE MASTERCARD	TIRE	CORPORATE / PARK MAINTENANCE	169.42
		OIL/FILTERS/ANTIFREEZE	CORPORATE / PARK MAINTENANCE	370.59
		VERIZON-PHONES & TABLETS	CORPORATE / PLANNING & DEVELOPMENT	58.80
		POSTAGE	CORPORATE / PLANNING & DEVELOPMENT	9.85
		VERIZON-PHONES & TABLETS	CORPORATE / COMMUNICATIONS & MARKETING	93.95
		IAPD CONFERENCE	CORPORATE / COMMUNICATIONS & MARKETING	2.72
		TONER	CORPORATE / COMMUNICATIONS & MARKETING	495.45
		SHAW ARCHIVE/GODADDY/ADOBE	CORPORATE / COMMUNICATIONS & MARKETING	264.69
		GIVEAWAYS	CORPORATE / COMMUNICATIONS & MARKETING	1,553.26
		VERIZON-PHONES & TABLETS	RECREATION FUND / ADMINISTRATION	556.16
		COMCAST-CC FITNESS	RECREATION FUND / ADMINISTRATION	304.26
		IAPD CONF/AQUATIC RISK MGMT	RECREATION FUND / ADMINISTRATION	167.80
		ASCAP DUES	RECREATION FUND / ADMINISTRATION	436.92
		COPY PAPER/TONER/TISSUE	RECREATION FUND / ADMINISTRATION	297.33
		WASTE MGMT-LIONS PK	RECREATION FUND / FACILITY MAINTENANCE	127.05
		WASTE MGMT-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	119.11
		CHLORINE/CHLORINE TEST KITS	RECREATION FUND / FACILITY MAINTENANCE	275.06
		MIRROR	RECREATION FUND / FACILITY MAINTENANCE	182.33
		WAX RING/BOLTS/CAULK	RECREATION FUND / FACILITY MAINTENANCE	36.62
		IMPELLER HOUSING	RECREATION FUND / FACILITY MAINTENANCE	674.69
		U-BEND LIGHT BULBS	RECREATION FUND / FACILITY MAINTENANCE	44.30
		WATER SOFTNER SALT	RECREATION FUND / FACILITY MAINTENANCE	39.54
		PAINT	RECREATION FUND / FACILITY MAINTENANCE	41.79
		CO-OP TRIPS/MEALS	RECREATION FUND / PROGRAM AREA A	1,374.06
		EVENT SUPPLIES	RECREATION FUND / PROGRAM AREA A	949.71
		COMCAST-SBAC	RECREATION FUND / PROGRAM AREA B	430.18
		AQUA COMBAT CERT TRAINING	RECREATION FUND / PROGRAM AREA B	298.00
		BIRTHDAY PARTY SUPPLIES	RECREATION FUND / PROGRAM AREA B	196.54
		FITNESS JUMP BOX STEP	RECREATION FUND / PROGRAM AREA B	134.99
		FLAG-SBAC	RECREATION FUND / PROGRAM AREA B	295.46
		COMCAST-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	391.18
		ROCK N KIDS	RECREATION FUND / PROGRAM AREA C	620.50
		VERIZON-PHONES & TABLETS	RECREATION FUND / PROGRAM AREA C	90.24
		MAIN EVENT/CARY GYMNASTICS	RECREATION FUND / PROGRAM AREA C	449.71
		FLAG/CRAFT PAPER/GLUE/GLUE GUN	RECREATION FUND / PROGRAM AREA C	1,084.43
		WIPES/BLOCKS/COSTUMES/PUPPETS	RECREATION FUND / PROGRAM AREA C	318.56
		CRAFT KITS/CABINET/FIDGETS	RECREATION FUND / PROGRAM AREA C	587.69
		FOOD-SNACKS	RECREATION FUND / PROGRAM AREA C	257.22

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52523	BMO CORPORATE MASTERCARD	DANCE COSTUMES	RECREATION FUND / PROGRAM AREA D	78.66
		DANCE PERFORMANCE FEES/ICEHOGS	RECREATION FUND / PROGRAM AREA D	82.60
		DANCE JACKETS	RECREATION FUND / PROGRAM AREA D	806.00
		POM POMS/ACCESSORIES/FAVORS	RECREATION FUND / PROGRAM AREA D	426.66
		VERIZON-PHONES & TABLETS	RECREATION FUND / COMMUNICATIONS & MARKETING	14.85
		LOBBY POSTERS/W-SPG POSTCARD	RECREATION FUND / COMMUNICATIONS & MARKETING	2,012.35
		GIVEAWAYS	RECREATION FUND / COMMUNICATIONS & MARKETING	517.75
		COMCAST-FHGC	FOXFORD HILLS GOLF CLUB / OPERATIONS	529.78
		FEDEX	FOXFORD HILLS GOLF CLUB / OPERATIONS	72.70
		WASTE MGMT-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	191.23
		COMCAST-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	334.26
		WATER TRANSFER PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	214.42
		TORO COMPANY	FOXFORD HILLS GOLF CLUB / MAINTENANCE	260.00
		WASTE MGMT-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	191.23
		OFFICE SUPPLIES	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	176.38
		INTWINE CONNECT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	70.00
			CHECK TOTAL	29,920.89
52524	ADVANCE STORES COMPANY, INC	FITTINGS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	59.46
			CHECK TOTAL	59.46
52525	AMAZON CAPITAL SERVICES	GOLF SHOP SUPPLIES	FOXFORD HILLS GOLF CLUB / OPERATIONS	96.04
			CHECK TOTAL	96.04
52526	ANDERSON PEST SOLUTIONS	PEST CONTROL-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	96.95
		PEST CONTROL-CC	CORPORATE / PARK MAINTENANCE	52.25
		PEST CONTROL-CC	RECREATION FUND / FACILITY MAINTENANCE	52.25
			CHECK TOTAL	201.45
52527	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	87.15
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	18.29
			CHECK TOTAL	105.44
52528	CRYSTAL LAKE PARK DISTRICT	CO-OP TRIP-FOOD TOUR	RECREATION FUND / PROGRAM AREA A	601.62
			CHECK TOTAL	601.62
52529	COBRA GOLF INCORPORATED	GOLF CLUBS	FOXFORD HILLS GOLF CLUB / OPERATIONS	741.29
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	10.59

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52529	COBRA GOLF INCORPORATED	DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-14.54
			CHECK TOTAL	737.34
52530	CRYSTAL MAINTENANCE SERVICES,	CLEANING MAR24-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	1,680.00
		CLEANING MAR24-ANNEX	CORPORATE / PARK MAINTENANCE	345.00
		CLEANING MAR24-CC	RECREATION FUND / FACILITY MAINTENANCE	3,280.00
			CHECK TOTAL	5,305.00
52531	CHASING CREATIVITY ART STUDIO	VIP&ME PAINT CLASS	RECREATION FUND / PROGRAM AREA D	164.50
			CHECK TOTAL	164.50
52532	J.M. IRRIGATION, LLC	REPAIR VALVE DAMAGE	FOXFORD HILLS GOLF CLUB / MAINTENANCE	180.00
			CHECK TOTAL	180.00
52533	MENARD'S	PAIN/ROLLER/PAINT SPRAYER	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	424.16
		FLOOR SCRUB/BRUSH	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	24.85
		FIRST AID KIT	FOXFORD HILLS GOLF CLUB / OPERATIONS	19.98
			CHECK TOTAL	468.99
52534	MIDWEST HOSE & FITTINGS, INC.	COUPLERS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	113.15
			CHECK TOTAL	113.15
52535	NCPERS GROUP LIFE INSURANCE	GRP INSURANCE-NCPERS	CORPORATE /	16.00
			CHECK TOTAL	16.00
52536	PETROCHOICE, LLC	FUEL-SHOP	CORPORATE / PARK MAINTENANCE	1,872.23
			CHECK TOTAL	1,872.23
52537	POSTMASTER CRYSTAL LAKE	SUMMER PROGRAM GUIDE POSTAGE	RECREATION FUND / COMMUNICATIONS & MARKETING	2,000.00
			CHECK TOTAL	2,000.00
52538	ACUSHNET COMPANY	SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	6.56
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-3.00
		DESK CADDIES	FOXFORD HILLS GOLF CLUB / OPERATIONS	150.00
		GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	339.75
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-6.80
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	10.53
			CHECK TOTAL	497.04

FROM CHECK # 52401 TO CHECK # 52545

ECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52539	VIRTOO SERVICES, LLC.	DOCKING STATION/MONITOR/BOOK	CORPORATE / GENERAL ADMINISTRATION	1,562.00
			CHECK TOTAL	1,562.00
52540	AIRGAS USA, LLC	CYLINDER RENTAL-FEB24	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	57.00
			CHECK TOTAL	57.00
52541	ANCEL GLINK, P.C.	LIONS PK PARKING LOT PROJECT	CAPITAL PROJECTS FUND /	828.75
			CHECK TOTAL	828.75
52542	FOCUS MARTIAL ARTS	KARATE CLASS-WINTER	RECREATION FUND / PROGRAM AREA D	1,155.00
			CHECK TOTAL	1,155.00
52543	HR GREEN, INC.	FHGC-DRAINAGE PROJECT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,152.75
			CHECK TOTAL	1,152.75
52544	O'REILLY AUTOMOTIVE INC	FUEL FILTER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	0.20
			CHECK TOTAL	0.20
52545	VILLAGE OF LAKE IN THE HILLS	CO-OP TRIP-MILWAUKEE	RECREATION FUND / PROGRAM AREA A	306.00
			CHECK TOTAL	306.00
			WARRANT TOTAL	285,878.33

TREASURER'S REPORT

CARY PARK DISTRICT
FINANCIAL STATEMENTS

FOR THE TEN MONTHS ENDED FEBRUARY 29, 2024

Cary Park District
 Budget Report, All Funds
 Ten Months Ended February 29, 2024

	Month of February		Ten Months Ended February 29, 2024		Y-T-D @ 2/28/2023	Fiscal Year 23/24	Ten Month Actual as a % of Fiscal Year Budget
	Actual	Budget	Actual	Budget	Actual	Budget	
Revenues							
Real Estate Taxes	\$ -	\$ -	\$ 5,426,347	\$ 5,413,953	\$ 5,142,545	\$ 5,413,953	100.2%
Replacement Tax	8,499	8,100	79,850	73,600	109,906	100,000	79.9%
Program Revenue	82,343	82,980	1,733,516	1,554,269	1,231,250	1,717,680	100.9%
Golf Fees & Charges	14,324	3,937	1,653,759	1,375,089	1,498,472	1,478,824	111.8%
Golf Instruction	400	-	28,935	22,000	31,095	22,000	131.5%
Merchandise, Food & Beverage Sales	2,061	-	401,746	333,650	386,974	360,000	111.6%
Rental	6,451	4,682	166,724	149,812	143,303	160,894	103.6%
Investment & Service Fees	33,788	12,944	386,821	132,669	137,393	158,534	244.0%
Grants	-	-	-	136,574	-	136,574	0.0%
Donations/Developer Contributions	-	-	99,461	77,655	117,951	96,116	103.5%
Advertising	-	-	-	-	-	4,500	0.0%
Sale of Equipment	19,751	13,922	44,326	41,764	3,400	51,764	85.6%
Miscellaneous	1,557	30	7,561	5,670	19,521	3,029	249.6%
Total Revenues	169,174	126,595	10,029,047	9,316,705	8,821,810	9,703,868	103.4%
Expenditures							
<u>Operating:</u>							
Personnel & Payroll Related Costs	276,261	271,805	3,354,293	3,210,392	2,644,123	3,765,799	89.1%
Professional Services	62,758	55,329	1,042,387	1,035,733	937,779	1,213,758	85.9%
Services	82,535	65,420	897,314	943,670	719,428	1,113,703	80.6%
Commodities	23,462	14,778	712,837	651,384	641,745	716,615	99.5%
Repairs & Maintenance	17,861	10,205	222,242	236,822	285,417	285,548	77.8%
Loss on Disposal of Equipment	-	-	-	-	9,878	-	0.0%
Depreciation	9,688	9,870	85,685	90,355	114,568	110,095	77.8%
Total Operating	472,566	427,407	6,314,758	6,168,355	5,352,938	7,205,518	87.6%
<u>Capital:</u>							
Capital Projects Fund	17,786	5,000	809,111	1,336,510	54,919	1,413,510	57.2%
Cary Grove Development Fund	-	-	-	-	2,272,780	-	0.0%
Capital Equipment Replacement Fund	-	-	155,509	241,502	93,937	328,177	47.4%
Other	-	-	36,918	32,150	38,485	147,150	25.1%
Total Capital	17,786	5,000	1,001,537	1,610,162	2,460,121	1,888,837	53.0%
<u>Debt:</u>							
G.O. Limited Tax Park Bond & Interest	-	-	39,212	39,212	16,140	39,212	100.0%
2013A General Obligation Refunding Bonds	-	-	-	-	104,000	-	0.0%
Debt Certificates Series 2017	-	-	-	-	894	-	0.0%
2018A Alternate Revenue Bonds	-	-	353,319	353,319	350,669	353,319	100.0%
Debt Certificates, 2019A	-	-	194,426	194,426	194,430	194,426	100.0%
Sunburst Bay Aquatic Center Debt	-	-	569,265	569,265	572,455	569,265	100.0%
Total Debt Service	-	-	1,156,222	1,156,222	1,238,588	1,156,222	100.0%
Total Expenditures	490,352	432,407	8,472,518	8,934,739	9,051,647	10,250,577	82.7%
Net Addition (Reduction) To Fund Balance	\$ (321,178)	\$ (305,813)	\$ 1,556,529	\$ 381,966	\$ (229,837)	\$ (546,709)	
Beginning Fund Balance May 1, 2023			10,040,373				
Ending Fund Balance February 29, 2024			\$ 11,596,902				

Note: The above statement includes Foxford Hills Golf Club, an Enterprise Fund. The Enterprise Fund is prepared on a full accrual basis while the remaining Funds are prepared on a modified accrual basis.

Cary Park District
D/B/A Foxford Hills Golf Club
Income Statement
Ten Months Ended February 29, 2024

	Month of February		Ten Months Ended February 29, 2024		Y-T-D @ 2/28/2023	Fiscal Year 23/24	Ten Month Actual as a % of Fiscal Year Budget
	Actual	Budget Allocation	Actual	Budget	Actual	Budget	
<i>Operating Revenues</i>							
Golf Course Fees & Charges	\$ 14,324	\$ 3,937	\$ 1,653,759	\$ 1,375,089	\$ 1,498,472	\$ 1,478,824	111.8%
Golf Instruction	400	-	28,935	22,000	31,095	22,000	131.5%
Merchandise, Food & Beverage Sales	2,061	-	401,746	333,650	386,974	360,000	111.6%
Investment Income	1,841	-	2,840	-	-	-	
Total Operating Revenues	18,626	3,937	2,087,281	1,730,739	1,916,541	1,860,824	112.17%
<i>Operating Expenses</i>							
Professional Services	46,673	40,218	765,562	718,921	690,279	853,975	89.6%
Services	8,155	13,112	199,957	197,073	138,522	222,788	89.8%
Commodities	2,088	1,793	326,549	310,268	333,127	334,602	97.6%
Repairs & Maintenance	10,617	4,263	99,015	109,563	139,843	121,125	81.7%
Depreciation	9,688	9,870	85,685	90,355	114,568	110,095	77.8%
Total Operating Expenses	77,221	69,256	1,476,768	1,426,180	1,416,339	1,642,585	89.9%
Operating Income	(58,596)	(65,319)	610,513	304,559	500,202	218,239	279.7%
<i>Nonoperating Revenues (Expenses)</i>							
Gain (Loss) on Disposal of Assets	10,750	-	16,492	-	(9,878)	-	0.0%
Interest Expense - Debt Certificates 2017	-	-	-	-	(894)	-	0.0%
Total Nonoperating Revenues (Expenses)	10,750	-	16,492	-	(10,772)	-	0.0%
Change in Net Position Before Transfers	(47,846)	(65,319)	627,005	304,559	489,430	218,239	287.3%
Transfer Out - Corporate Fund	-	-	-	-	(50,000)	-	0.0%
Change in Net Position	\$ (47,846)	\$ (65,319)	\$ 627,005	\$ 304,559	\$ 439,430	\$ 218,239	287.3%
Beginning Net Position May 1, 2023			4,441,343				
Ending Net Position February 29, 2024			<u>\$ 5,068,348</u>				

**Cary Park District
Balance Sheet (1)
February 29, 2024**

ASSETS

Cash and Investments	\$ 8,059,067
Receivables:	
Recreation Programs	395,876
Taxes	8,499
Other	12,100
Grant Receivable - ITEP	26,795
Deposits	8,990
Prepaid Expenses	443
Inventory	72,290
Net Fixed Assets (Foxford Hills Golf Club Only)	4,645,882
TOTAL ASSETS	<u>\$ 13,229,942</u>

LIABILITIES

Accounts Payable	\$ 128,269
Accrued Expenditures:	
Payroll	99,932
Insurance	17,426
Other	57,316
Deferred Revenue:	
Recreation Programs	462,273
Gift Certificates and Gift Cards	38,530
Deposits	11,405
Bonds Payable	817,890
TOTAL LIABILITIES	<u>1,633,040</u>
 TOTAL FUND BALANCE	 <u>11,596,902</u>
 TOTAL LIABILITIES AND FUND BALANCE	 <u>\$ 13,229,942</u>

Note - 1) The above statement includes Foxford Hills Golf Club, an Enterprise Fund.
Fixed Assets include the Assets of Foxford Hills Golf Club only.
Governmental Fund debt issued with a term less than twelve months is included on the Balance Sheet.

Cary Park District
Recap of Changes in Cash & Investments and Fund Balances
Ten Months Ended February 29, 2024

	Balance as of 5/01/23	Net Increase (Decrease)	Balance as of 02/29/24
Cash & Investments			
Harris Bank - Payroll	\$ 1,310	\$ (1,233)	\$ 77
Cary Bank & Trust - Maxsafe Account	716,709	33,116	749,825
Harris Bank - MM	294,914	(149,808)	145,106
Home State Bank - Checking	12,283	28,716	40,999
Home State Bank - MM	252,116	6,566	258,681
The Illinois Funds	6,116,925	745,129	6,862,054
Petty Cash & Cash on Hand	2,625	(300)	2,325
Total Cash and Investments	\$ 7,396,881	\$ 662,186	\$ 8,059,067

	Balance as of 5/01/23	Net Increase (Decrease)	Balance as of 02/29/24
Fund Balances			
Corporate	2,500,216	\$ 235,693	2,735,909
Recreation	954,643	374,505	1,329,148
Developers' Donations	583,950	120,968	704,918
G.O. Limited Tax Park Bond & Interest	(731,960)	-	(731,960)
2018A Alternate Revenue Bonds	-	-	-
2019A Debt Certificates	-	-	-
Aquatic Center Debt	-	-	-
Audit	9,800	(1,172)	8,628
Capital Projects	753,944	(15,331)	738,613
Liability Insurance	88,793	57,218	146,011
Equipment Replacement	692,455	192,149	884,604
IMRF/Social Security	144,731	11,303	156,034
Paving and Lighting	69,136	7,625	76,761
Special Recreation	518,587	(45,571)	473,016
Cary Prairie Heritage Fund	14,735	(7,863)	6,872
Foxford Hills Golf Course	4,441,343	627,005	5,068,348
Total All Funds	\$ 10,040,373	\$ 1,556,529	\$ 11,596,902

To: Board of Commissioners
From: Dan Jones, Executive Director
Date: March 28, 2024



RE: Board Meeting Action Items Summary

Providing exceptional recreation, parks and open space opportunities.

VI.A.4 -- Policy 4-005, Full-Time Employee Salary and Wages Philosophy, as revised.

Introduction

The Board of Commissioners reviews and approves all changes or development of policy for the Park District.

Background

During FY 2024-25 a compensation strategy/study was completed on all full-time positions. To execute this work, the Park District utilized GOVHR to develop and produce the study. The previous version of Policy 4-005, Full-Time Employee Salary and Wages Philosophy is no longer as useful as it once was in providing guidance on how to determine hiring ranges, wage ranges and adjustments in these areas to keep up with market pressures. To address this, staff has revised Policy 4-005 to reflect the approach taken by GOVHR to complete their study and report; in which they included guidance on maintenance of the salary and wages areas moving forward. The policy updates also memorialize existing practices already completed by staff in this area.

Staff Recommendation

Staff concurs with the recommendation of the COW.

COW Recommendation

The Committee recommended (4-0) Board of Commissioners approval of Policy 4-005, Full-Time Employee Salary and Wages Philosophy, as revised.

Motion to Consider

Consent Agenda.

VI.A.5 -- Policy 6-001, Philosophy of Recreation Programs, as revised.

Introduction

The Board of Commissioners reviews and approves all changes or development of policy for the Park District.

Background

Staff is preparing for the agency review under the Joint Distinguished Accreditation program sponsored by Illinois Association of Park Districts and Illinois Park and Recreation Association. In doing so, staff has identified that Policy 6-001, Philosophy of Recreation Programs is in need of revision. The Park District promotes an inclusive environment for participants and users. It supports this by being a member of the Northern Illinois Special Recreation Association, providing reasonable accommodations to program, park and facility users and including review and implementation of best practices for the development and maintenance inclusive programs and services. The revision to Policy 6-001 is to add the word "inclusive". In policy of the Park District this word did not appear and staff is recommending

Board Memo

it be added to Policy 6-001 to rectify this. The Park District has on staff a Certified Therapeutic Recreation Specialist who reviewed and made recommendations on the language change to the policy.

Staff Recommendation

Staff concurs with the recommendation of the COW.

COW Recommendation

The Committee recommended (4-0) Board of Commissioners approval of Policy 6-001, Philosophy of Recreation Programs, as revised.

Motion to Consider

Consent Agenda.

VI.A.6 -- Intergovernmental Agreement between Cary Park District and Board of Education of Cary Community Consolidated School District 26 for Use of Facilities for Summer Day Camp and E.T. KidZone, ending June 30, 2027.

Introduction

The Board approves all Intergovernmental Agreements between the Park District and other entities.

Background

Since the 1980's, an Intergovernmental Agreement has existed between Cary Community Consolidated School District 26 and the Cary Park District to expand public recreation opportunities and activities to the community by providing quality optional recreational programming for children through a cooperative use of each agency resources. The current three-year agreement that expires on June 30, 2024 includes the use of facilities associated with the E.T. KidZone and Summer Day Camp programs.

Staff from both agencies have reviewed the document and recommended the following:

- Continue to offer programming for students in grades kindergarten through fifth.
- Continue the opportunity to offer Summer Day Camp at District 26 facilities.
- The hourly rate for facility usage will be the rate listed annually on the District 26 Facilities Rental Application.
- District 26 reserves the right to change hourly rental rates at their discretion.
- District 26 will provide emergency transportation from the Preschool to the Community Center in the event of a site evacuation.
- The agreement will terminate on June 30, 2027.

Staff Recommendation

Staff concurs with the recommendation of the COW.

COW Recommendation

The Committee recommended (4-0) Board of Commissioners approval of Intergovernmental Agreement between Cary Park District and Board of Education of Cary Community Consolidated School District 26 for Use of Facilities for Summer Day Camp and E.T. KidZone, ending June 30, 2027.

Motion to Consider

Consent Agenda.

Board Memo

VII.B.1 – Lions Park Paving Project, Professional Services Agreement for Construction Engineering Services with HR Green in an amount not to exceed \$67,186.00.

Introduction

The Park District's 10 year capital plan was approved in March 2023 as part of the FY2023-24 budget, included the Lions Park Paving Project. Since project inception civil engineering, design work through bidding has been completed and project construction is set to begin in FY2024-25. The remaining phase of professional services necessary to complete the project is professional services related to Construction Engineering Services and this agreement addresses this.

Background

At the January 18, 2024 regular meeting of the Board of Commissioners, HR Green (HRG) presented a pre-bid Estimated Opinion of Probable Cost (EPOC) with a total project budget of \$1,371,608. The EPOC included a working budget number of \$85,000 for Construction Engineering Services to be provided by HRG.

At the February 22, 2024 regular meeting of the Board of Commissioners, the Board accepted the most responsive and responsible bidder and set a construction budget at \$1,274,000. The construction budget included a 10% construction contingency in the amount of 114,394. and FFE in the amount of 15,000.

HRG has provided staff with an agreement and scope of services for Construction Engineering Services in an amount not to exceed \$67,186. The project timeline is ten weeks. This agreement covers specific HRG staff be assigned to the project who will be responsible to complete project start up, construction observation, attend project team meetings and project closeout work, as well coordinate the necessary geo-tech subcontractor support for the pavement project. The geo-tech subcontractor will contract directly with HRG.

The Park District attorney has reviewed the agreement.

Staff Recommendation

Staff recommends Board of Commissioners authorize the Executive Director to enter into an agreement with HR Green for Construction Engineering Services on a time and materials basis not to exceed \$67,186.

COW Recommendation

There is no Committee recommendation, this item it being brought straight to the Board for consideration.

Motion to Consider

Move to authorize the Executive Director to enter into an agreement with HR Green for Construction Engineering Services on a time and materials basis not to exceed \$67,186.00.

Move to approve a total project budget not to exceed \$1,341,500.00.

Cary Park District
Board Policy Manual

Policy Name: **Full-Time Employee Salary &
Wages Philosophy**

Date Approved: 3/8/2001
Last Revision: 3/28/2024
Date Rescinded:

Policy Statement

It is the policy of the Cary Park District to identify and establish a Board philosophy about full-time employee salaries and wages that will give the Executive Director the necessary direction in setting a standard and developing the annual budget for compensating employees. The annual budget shall be subject to Board approval.

Specific Guidelines

The following items are considered specific guidelines associated with this policy and shall be assigned to corresponding procedures as developed:

1. As a philosophy, the Executive Director is directed to maintain wage classification ranges at the 50% percentile, which is to say the Cary Park District philosophically desires to be at the midpoint for full-time employee wage classification ranges compared to other similar agencies.
2. To align with this philosophy, on an annual basis a review of full-time employee wage classification ranges should be completed utilizing the agency information gathered in #4 and averaging it to modify Park District wage classification ranges, if necessary.
3. The Executive Director or assigned delegate should develop a pool of comparable agencies for use in comparing wages and annual percent wage pools for full-time employees. To accomplish this, the Executive Director or assigned delegate should develop a weighted scoring methodology based on the following criteria:
 - a. Population.
 - b. Agency Equalized Assessed Valuation (EAV).
 - c. General Fund Property Tax Revenue.
 - d. Agency Total Indebtedness.
 - e. Agency Total General Fund Expenditures.
 - f. Number of Full Time employees.
 - g. Number of Part Time employees.
 - h. Geographical Proximity.
4. The Executive Director *or assigned delegate* should use an outside vendor or third party resource to review, update and reestablish the pool of comparable agencies every five years.
5. On an annual basis, the Executive Director or assigned delegate *should endeavor to obtain data on full-time employee merit pool percentages and any pertinent compensation details as deemed necessary from at least six (6) agencies* from the pool of comparable agencies.

6. The Executive Director should provide the Board, as part of the annual budget development process, with an update on the budgeted merit increase and discretionary wage pools for full-time employees.

This policy revises and replaces Policy 4-005.r3 in full.

Cary Park District
Board Policy Manual

Policy Name: **Philosophy of Recreation Programs**

Date Approved: 08/26/1999
Last Revision: DRAFT
Date Rescinded:

Policy Statement

It is the policy of the Cary Park District to serve people throughout the year with a variety of recreational opportunities for enriching their lives through the use of areas and facilities, leadership resources, and special guidance or assistance services for individuals and groups without discrimination in an inclusive environment. These opportunities may serve to awaken new interests or they may be opportunities for self-expression, for creative effort, for physical activity, emotional well-being or merely relaxation in a wholesome environment.

Specific Guidelines

The following items are considered specific guidelines associated with this policy and shall be assigned to corresponding procedures as developed:

1. The Board authorizes the Executive Director to interpret the approved philosophy on recreation programs; to develop and maintain appropriate recreation program policies for Board approval as deemed necessary; and to develop and implement associated procedures which enact or enforce these policies.
2. The philosophy should include statements about the following, all having equal merit:
 - a. Character Development
 - b. Education
 - c. Skills Development
 - d. Social Interaction
 - e. Economic Value
 - f. Community
 - g. Heritage and History
 - h. Facilities
 - i. Staff
 - j. Group Assistance
 - k. Emotional and Physical Health
 - l. Levels of Programming
 - m. Sports
 - n. Widening Interests
 - o. *Inclusiveness*
3. The philosophy of personnel operations shall be included with this policy.

This policy revises and replaces Policy 6-001.r3 in full.

Cary Park District
Philosophy of Recreation Program Operations

The Cary Park District maintains the following philosophies toward its recreation program operations:

1. **Character Development** - to build character through rich, satisfying and creative leisure living patterns focused toward the attainment of socially desirable attitudes, habits and values.
2. **Education** - to provide hands on learning activities including but not limited to these aspects of recreation programming: educational, environmental, cultural and lifetime skills.
3. **Skills** - to develop skills in the arts of leisure-time living that raise the level of the refinement, culture and happiness of people.
4. **Social Living** - to develop and strengthen social relationships within the family and the community through close group associations and activity participation.
5. **Economic Value** - to strengthen the moral and economic efficiency of the community through expanding leisure-time interests and improving social living conditions.
6. **Community Stability** - to develop community stability by providing an environment that is conducive to wholesome family living and community life.
7. **Heritage and History** - to provide educational, environmental and historical knowledge on the relationships and functions of our heritage/history.
8. **Facilities** - to develop and provide recreation areas, buildings and facilities for recreational enjoyment.
9. **Staff** - to recruit and provide professional leadership for organized individual or group programs and activities.
10. **Group Assistance** - to provide assistance to individuals or self-determining groups who wish to enjoy recreational pursuits or opportunities through their own continuing membership.
11. **Emotional and Physical Health** - to develop a sound body and mind through the provision of good nutrition supported by education and wholesome, vigorous and creative activities.
12. **Programming** - the Park District will offer competitive, instructional, recreational, active and passive programs to its residents.
13. **Sports** - to provide recreational sports programming that is instructional and competitive, with emphasis on sportsmanship, fun and fair play at all levels.
14. **Widening Interests** - to open new interests that provide satisfying outlets for individual development.
15. **Inclusiveness** – *to create a recreational environment that is inclusive to all people without discrimination.*

**Cary Park District and Board of Education of Cary
Community Consolidated School District 26
Cary Park District Use of School District 26 Facilities
for Summer Day Camp and E.T. KidZone**

Intergovernmental Agreement

This Intergovernmental Agreement is entered into by and between Board of Education of Cary Community Consolidated School District 26, McHenry County, Illinois, hereinafter referred to as the "School District" and the Cary Park District, McHenry County, Illinois, hereinafter referred to as "Park District".

School District and Park District desire to cooperate in expanding public recreation opportunities to the community by providing quality optional recreational programming for children through a cooperative use of each agency resources.

School District and Park District understand and agree to the following:

1. General Statements

- a. Park District programs that utilize School District sites include ET KidZone, and Summer Day Camp.
- b. The purpose of these programs is to promote and expand public recreation opportunities.
- c. The rental of each school site will be billed at an hourly rate based on the actual facility usage. The schedule of fees category placement for Park District facility usage is resident, custodian normally on duty. The School District typically reviews their rental rates in the spring for the following fiscal year. If the rental rates are increased then they will go into effect on July 1st of that year.
- d. Payment for rented space will take place promptly following the month of usage. The Park District will submit a documented tally of the hours of use at each school site on a monthly basis. The School District will then submit monthly invoices to the Park District for such time.
- e. At all times during ET KidZone and Summer Day Camp program hours, the Park District is authorized to have access to and use of School District facilities at each of the identified school buildings, according to the individual needs of each program, as approved by the Principal and such approval should not be unreasonably denied, including, but not limited to the use of a large programming space such as a cafeteria; gym; storage space comparable to three or four six foot cabinets (provided by the Park District), refrigeration access, common areas, tables, chairs, restrooms, parking lots, walkways, playgrounds, Wi-fi access, etc.
- f. The Park District will supply, maintain and store all equipment needed to facilitate its programs at each school site identified in this Agreement, as space permits and upon approval by the Principal and such approval should not be unreasonably denied. The Park District bears the full risk of loss of use of the Property and the School District shall not in any way be liable for the damage, destruction, theft or loss of use of Park District property except to the extent such damage, destruction,

theft or loss of use is caused by the School District's own negligent acts or omissions or those of its employees or agents.

- g. Enrollment and program rates for Park District programs will be subject to the registration and program rate practices of the Park District except where noted otherwise in this agreement.
 - h. The Park District shall conduct a criminal background investigation as required by the Park District Code, 70 ILCS 1205/8-23, for all employees who work at a school site. The Park District represents and warrants to the School District that none of its employees or volunteers providing services under this Agreement is prohibited from being on public school district property.
2. ET KidZone
- a. The ET KidZone program may operate during the school term beginning in August and ending in June of each school year, according to the annual School District calendar.
 - b. The Park District may rent space from the School District to facilitate the ET KidZone program at each of the below referenced school sites. School District facility request forms will be submitted by the Park District for each school site following the publication of the School District's annual calendar.
 - c. The ET KidZone program operates at the following locations within the School District;
 - Briargate School, 100 Wulff Street;
 - Deer Path School, 2211 Crystal Lake Road;
 - Three Oaks School, 1514 Three Oaks Road.
 - Oak Knoll School, 409 N. First Street.

If the School District decides to provide a similar program at any additional School District site it will give initial consideration to the Park District's program options.

- d. Enrollment and program rates for ET KidZone will be designed around a single fee structure that does not differentiate between Park District resident and non-residents and will be open to all School District students who are enrolled in grades kindergarten through fifth in one of the previous referenced schools.
- e. ET KidZone participants must be in attendance during the regular School District day in order to participate in the Program that same day.
- f. The School District Superintendent or designated representative will contact the Park District ET KidZone Program Manager or designated representative as soon as possible regarding a decision made to cancel or close school. ET KidZone will follow all school closures.
- g. The School District and the Park District will both appoint a representative for the ET KidZone program, for each school site identified above, who will be responsible for the communication link between the two agencies. Program Representatives will not meet according to any regular schedule, but shall consult as necessary.
 - The Park District ET KidZone Representative will provide the School District Site Representative with a list of the ET KidZone participant's at each school site at the start of the school year and update regularly as needed throughout the school year.

- In the event that the School District requires the use of any room previously assigned to the Park District, the School District shall have priority use of such room. The School District Site Representative, however, will contact the Park District ET KidZone Representative in a timely manner endeavoring to provide at least one day's prior notice to any room assignment changes for ET KidZone at least one week prior notice for a site change due to School District needs. In the event ET KidZone is relocated, the alternative room(s) must be able to accommodate the quantity of participants in the program.
 - h. School District Policies and rules relating to student conduct and visitors on school grounds will be enforced by Park District personnel during E.T. KidZone hours. School District shall not be held liable for such enforcement (or lack thereof) by Park District personnel. School District retains the right to enforce its own policies and rules independently at all times, but School District has no obligation to do so under this Agreement and shall not be liable to Park District or any third parties for failure to supervise or provide security for any E.T. KidZone activities.
3. Summer Day Camp
- a. The Day Camp program may operate during the summer beginning in June and ending in August of each school year, according to the annual School District calendar.
 - b. The Park District may rent space from the School District to facilitate the Day Camp Program at each of the below referenced school sites. School District facility request forms will be submitted by the Park District by the end of January for each school site.
 - c. The Day Camp program operates at two of the following locations within the School District. The Schools are listed in order of preference by the Park District;
 - Briargate School, 100 Wulff Street;
 - Three Oaks School, 1514 Three Oaks Road;
 - Deer Path School, 2211 Crystal Lake Road.
 - Oak Knoll School, 409 N. First Street.
4. Emergency Transportation
- a. In the event of an emergency evacuation at the Park District's Preschool facility, the School District shall provide transportation to the reunification site if drivers/staff and busses are available.
 - b. A Park District representative will contact the Transportation Office if/when such emergency occurs.
 - c. School District transportation shall provide up to 2 busses, dispatched to the emergency pick-up location at 700 W. Main Street.
 - d. Park District Preschool staff and participants would then be transported to the reunification site: Cary Park District's Community Center – 255 Briargate Road.

5. Insurance

- a. The Park District will maintain property and general liability insurance for the duration of this Agreement. Such insurance may be obtained through an intergovernmental risk management agency or pool. The Park District will provide the School District with a certificate of insurance listing the School District as additional insured in an amount not less than \$2,000,000 per occurrence. This insurance will be maintained throughout the rental term and updated annually. The Park District agrees to indemnify, defend and hold harmless, the School District, its board members, employees and agents from and against all claims, complaints, judgments, fines, damages, penalties, liabilities, costs or expenses (including reasonable attorneys' fees) for any injuries to or death of persons or for any damage or destruction of property caused in whole or in part by the intentional or negligent acts of its employees, volunteers or agents, except to the extent such injury or damage is caused by the School Districts' own negligence or that of its employees or agents.
- b. The School District will maintain property and general liability insurance for the duration of this Agreement. The School District will provide the Park District with a certificate of insurance listing the Park District as additional insured in an amount not less than \$2,000,000 per occurrence. This insurance will be maintained throughout the rental term and updated annually. The School District agrees to indemnify, defend and hold harmless, the Park District, its board members, employees and agents from and against all claims, complaints, judgments, fines, damages, penalties, liabilities, costs or expenses (including reasonable attorneys' fees) for any injuries to or death of persons or for any damage or destruction of property caused in whole or in part by the intentional or negligent acts of its employees, volunteers or agents, except to the extent such injury or damage is caused by the Park Districts' own negligence or that of its employees or agents.

This Intergovernmental Agreement will commence effective July 1, 2024 and automatically renew for successive one year periods through June 30, 2027. Either agency may terminate this Agreement prior to its expiration by providing written notice of such termination to the other agency at least ninety (90) days prior to the termination. This Intergovernmental Agreement may be extended by written agreement of the parties, duly approved and signed by each party.

Amendments to this Intergovernmental Agreement must be agreed upon through written approval of both agencies. No amendment, waiver or modification of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and approved by each of the parties. This Agreement is solely for the benefit of the signatories hereto and no other party may rely on the terms hereof or assert any rights as a third party beneficiary hereunder.

For Cary Community Consolidated School District 26:

Cary Community Consolidated School District #26
President

Date

Cary Community Consolidated School District #26
Secretary

Date

For Cary Park District:

Cary Park District
President

Date

Cary Park District
Secretary

Date

**CONTRACT FOR PROFESSIONAL SERVICES
LIONS PARK PAVEMENT IMPROVEMENT PROJECT
CONSTRUCTION ENGINEERING SERVICES**

This agreement, made this 8th day of March, 2024 between the Cary Park District, Cary, Illinois, hereinafter referred to as "Park District" or "Client" and HR Green, Inc., hereinafter referred to as the "Company." The Park District and the Company are sometimes hereinafter referred to as "Party" and collectively as "Parties."

WITNESSETH

That the Park District and Company, for the consideration hereinafter named, agree as follows:

Section I-Contract Documents

The Contract consists of this document together with the Professional Services Agreement—as modified by the Parties—dated March 8, 2024, which is attached hereto ("Contract Documents"). These documents represent the entire agreement between the parties, and no statement, promise or inducement made by either Party to the other that is not contained therein shall be binding. The terms or conditions of this Contract may not be modified, except in writing signed by all the parties.

Section II- Contract Work

The Company shall provide the materials, services, and equipment to fully execute the Work described in the Contract Documents. The Work shall be furnished and completed in accordance with the Contract Documents.

Section III- Date of Commencement and Final Completion

The Work shall commence and be completed as set forth in the Professional Services Agreement portion of the Contract Documents.

Section IV- Contract Sum

The Park District agrees to pay the Company for the performance of each Phase of the Contract Work in the manner set forth in the Contract Documents.

Section V- Additional Terms

1. The Company shall comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body now in effect during the performance of the work, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Contract. By way of example, the following are included within the scope of the laws, regulations and

rules referred to in this paragraph, but in no way operate as a limitation on the laws, regulations and rules with which Company must comply: all applicable statutes and regulations concerning the delivery of professional services (e.g., the Illinois Architecture Practice Act, the Illinois Engineering Practice Act); all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, Illinois Substance Abuse Prevention on Works Projects Act, the Social Security Act, Statutes relating to contracts let by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

2. Company shall, as necessary and appropriate to its work, contact J.U.L.I.E. (1-800-892-0123) and have the worksite checked for buried utility lines prior to work.
3. Although Company is the owner of the Instruments of Service per 8.15, Company grants to Client, in perpetuity, a non-exclusive, unrestricted and unlimited license to use the drawings, specifications and other work products of Company and its consultants for Client's own purposes.

Section VI- Insurance

1. Company shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of Work hereunder by the Company, Company's agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the Company.
2. Minimum Scope of Insurance.
Coverage shall be at least as broad as:
 - i. Professional Liability Insurance.
 - ii. Broad Form Comprehensive General Liability, or the most recent revision.
 - iii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
 - iv. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions.
3. Minimum Limits of Insurance.
Provider shall maintain limits no less than:
 - a. Professional Liability Insurance: Company shall obtain and maintain, at its own expense, professional liability insurance in the amount of no less than One Million Dollars (\$1,000,000.00) (including a broad form contractual liability coverage with all coverage retroactive to the earlier date of this Agreement of the commencement of Company's services in relation to the project) for each claim with respect to negligent acts, errors and omissions in connection with professional services to be provided under the contract with a deductible not to exceed

\$50,000 without prior written approval. Said coverage shall be maintained for a period of three (3) years after the date of final payment.

- b. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be twice the required occurrence limit.
- c. Workers' Compensation and Employers Liability: Workers' Compensation limits as required by statute and Employers Liability limits of \$1,000,000 per accident and \$1,000,000 per disease.

4. Deductibles and Self-Insured Retentions.

Any deductible or self-insured retentions must be declared to, and approved by, the Park District. At the option of the Park District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents; or the Company shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

5. Other Insurance Provisions.

The policies are to contain, or be endorsed to contain, the following provisions in the General Liability Coverage:

- a. The Park District, its officers, elected and appointed officials, employees, volunteers and agents are to be covered as additional insureds as respects: liability arising out of premises owned, occupied, or used by the Company and/or arising out of activities performed on or on behalf of the Company. The coverage shall contain no special limitations on the scope of protection afforded to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
- b. The Company's insurance coverage shall be primary insurance as respects the Park District, its officers, elected and appointed officials, employees, volunteers, and agents. Any insurance or self-insurance maintained by the Park District, its officer, elected and appointed officials, employees, volunteers, or agents shall be excess of the Company's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Park District, its officers, elected and appointed officials, employees, volunteers, or agents.
- d. Coverage shall state that the Company's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with

respect to the limits of the insurer's liability.

6. Worker's Compensation and Employers Liability Coverage.

The insurer shall agree to waive all rights of subrogation against the Park District, its officers, elected and appointed officials, employees, volunteers, and agents for losses arising from the use of the premises.

7. All Coverages.

Each insurance policy required by this clause shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Park District.

8. Acceptability of Insurers.

Insurance is to be placed with insurers licensed to do business in Illinois.

9. Verification of Coverage.

Company shall furnish the Park District with certificates of insurance and with original endorsements if applicable effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the Park District before the premises are occupied. The Park District reserves the right to require complete certified copies of all required policies, at any time.

10. Indemnification Clause.

Company shall, to the fullest extent permitted by law, waive any and all rights of contribution against the Park District and shall indemnify the Park District and its officers, elected and appointed officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's and paralegal's fees, expert fees and court costs) arising out of or resulting from the performance of the Company's work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of the Company, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right to indemnity that the Park District would otherwise have. The Company shall similarly, protect, and indemnify the Park District, its officers, elected and appointed officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses, including, but not limited to, legal fees, incurred by reason of Company's breach of any of its obligations under, or Company's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Company or any subCompany under Workers' Compensation

or Disability Benefit Acts or Employee Benefit Acts. The rights and obligations of this Subsection 10 shall survive the voluntary or involuntary termination of this Contract.

Section VII- Assignment

This Contract is nonassignable in whole or in part by either Party, and an assignment shall be void without the prior written consent of Park District, whose consent shall not be unreasonably withheld.

Section VIII- Company Status

Company acknowledges that it is an independent contractor; that it alone retains control of the manner of conducting its activities in furtherance of this Contract; that it as well as any persons or agents as it may employ are not employees of the Park District; and that neither this Contract, nor the administration thereof, shall operate to render or deem either party hereto the agent or employee of the other.

Section IX- Waiver of Terms

Waiver of any of the terms of this Contract shall not be valid unless it is in writing and signed by all Parties. The failure of claimant to enforce the provisions of this Contract or require performance by opponent of any of the provisions shall not be construed as a waiver of such provisions or affect the right of claimant to thereafter enforce the provisions of this Contract. Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach of the Contract.

Section X- Compliance with Freedom of Information Act.

Company agrees to maintain, without charge to the Park District, all records and documents for projects of the Park District in compliance with the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq. In addition, Company shall timely produce records which are responsive to a request received by the Park District under FOIA so that the Park District may provide records to those requesting them within the required statutory time frames. If additional time is necessary to compile records in response to a request, then Company must timely notify the Park District and if possible, the Park District will request an extension so as to comply with FOIA. In the event that the Park District is found to have not complied with FOIA due to Company's failure to produce documents or otherwise timely or appropriately respond to a request under FOIA, then Company shall indemnify and hold the Park District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

Section XI – Human Rights Act (if project financed by funds from State of Illinois)

Pursuant to Section 2-105 of the Illinois Human Rights Act (775 ILCS 5/1-101 et seq.) ("Rights Act"), all Contractors/Vendors and Subcontractors must have in force and effect a written sexual harassment policy which includes at a minimum the following provisions:

1. a statement of illegality of sexual harassment;

2. the definition of sexual harassment under Illinois law;
3. a description of sexual harassment utilizing examples;
4. an internal complaint process, including penalties;
5. the legal resource, investigative and complaint process available through the Illinois Department of Human Rights ("Department") and the Illinois Human Rights Commission ("Commission");
6. directions on how to contact the Department and the Commission; and
7. protection against retaliation as provided by Section 6-101 of the Rights Act.

1.1. The Company understands, represents and warrants to the Park District that Company and its subcontractors (for which the Company takes responsibility to ensure that they comply with the Rights Act) are in compliance with Section 2-105 of the Rights Act and will remain in compliance with Section 2-105 of the Rights Act for the entirety of the work. A violation of Section 2-105 is cause for the immediate cancellation of this Contract. However, any forbearance or delay by the Park District in canceling this Contract shall not be construed as, and does not constitute, either the Park District's consent to such violation or a waiver of any rights the Park District may have, including without limitation, cancellation of this Contract.

Section XII - Further Assurances

Company agrees to sign, execute and deliver, or cause to be signed, executed and delivered, and to do or make, or cause to be done or made, upon written request of the Park District, all agreements, instruments, papers, acts or things, supplemental, confirmatory or otherwise, as may be reasonably required by the Park District for the purpose of or in connection with goods and services described in the Contract.

IT IS MUTUALLY UNDERSTOOD AND AGREED that the Company shall have the full control of the ways and means of performing the work referred to above and that the Company or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Company bears the relationship of an independent Company to the District.

IN WITNESS WHEREOF the parties hereto have set their respective hands and seals the day and year first above written.

CARY PARK DISTRICT

By: _____

HR GREEN, INC.

By: _____

PROFESSIONAL SERVICES AGREEMENT

For

**Lion's Park
Pavement Improvements
Construction Engineering Services**

David Raica
Director of Planning and Development
Cary Park District
255 Briargate Road
Cary, IL 60013
847.639.6100

Todd Destree, P.E., CPESC
HR Green, Inc.
1391 Corporate Drive, Suite 203
McHenry, IL 60050
Project Number: 2302112.01

March 19, 2024

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 SERVICES BY OTHERS
- 5.0 CLIENT RESPONSIBILITIES
- 6.0 PROFESSIONAL SERVICES FEE
- 7.0 TERMS AND CONDITIONS



THIS **AGREEMENT** is between (Cary Park District) (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY will provide CLIENT with construction engineering services in accordance with the Scope of Services noted below.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

COMPANY will provide Construction Observation Services on a time and material, not-to-exceed contract amount basis. The man-hours provided for construction observation are based upon COMPANY providing the District with ten (10) weeks of construction observation services based upon a construction start of 7/8/2024 and a completion date of 10/4/2024. Any additional work due to an extended schedule dictated by the contractor's performance or unanticipated work due to site conditions shall warrant a contract addendum.

The following is a breakdown of the various tasks associated with the construction observation which will be completed by COMPANY.

A. Start Up

COMPANY will complete a preconstruction video of the proposed construction area to document the existing conditions prior to the start of construction.

COMPANY will ensure that the project details, construction timelines and any impacts that the project may create will be coordinated with the CLIENT prior to the start of construction.

COMPANY will mark, measure and document contract removal items prior to the contractor starting work. COMPANY will review necessary submittal and requests for information.

COMPANY anticipates one Construction Technician will be onsite for approximately twenty-five (25) hours each to complete the above noted coordination and construction preparation. A total of a total of twenty-five (25) hours have been allotted to complete the project start up.

B. Construction Observation

COMPANY will be on-site to observe and verify that items being constructed and materials being utilized are in general conformance with the approved plans and



specifications and the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.

COMPANY will review contractor payment applications and provide recommendations to the CLIENT. COMPANY will also review and provided recommendations to the client for any change order requests.

COMPANY will complete Inspector's Daily Reports (IDRs) and a daily diary, measure and document contract quantities, complete payment estimates, change orders, and weekly reports. COMPANY will verify that all materials incorporated into this project are IDOT approved and evidence of material inspection is in compliance with the Project Procedures Guide and Special Provisions of this contract. COMPANY shall keep the CLIENT informed as to the progress of construction.

COMPANY anticipates that a Construction Technician will be onsite approximately forty (40) hours per week for ten weeks (10) weeks. A total of four hundred (400) hours have been allotted for daily field construction observation for this project.

C. Meetings

COMPANY will attend the preconstruction meeting at the CLIENT with the contractor and subcontractors and one (1) additional progress meeting. A total of ten (10) hours have been allotted for the Area Manager to attend the preconstruction meeting, progress meeting, prepare the agenda and complete the meeting minutes for the preconstruction meeting.

D. Administration/Coordination

This task will involve the oversight of the project by management, which will include the on-going review of the project execution, documentation, schedule and budget, contract file management, and general correspondence between COMPANY, CLIENT, the contractor, and subcontractors. COMPANY has allotted twelve (12) hours for the Senior Project Manager and administrative support for the project.

E. Project Close Out

COMPANY anticipates approximately fifteen (15) hours to complete the project closeout and final documentation for this project. This task includes the preparation of final job records, completion of punch list, final payment estimate and final change order.



F. Material Testing

Rubino Engineering will provide the Quality Assurance Material Testing Services for this project. Quality Assurance testing for asphalt and concrete shall be completed in accordance with IDOT QC/QA requirement. It should be noted that based on the IDOT QC/QA requirements, contractors and subcontractors are required to provide the same testing as Rubino Engineering, however, the contractors are required to provide the testing for hot mix asphalt and concrete materials on a daily basis. Rubino Engineering will provide quality assurance testing for HMA, cement stabilization and concrete at the request of HR Green. These tests are typically completed the first day of HMA binder, HMA surface, sidewalk and curb and gutter placement. These tests include and are not limited to: nuclear density testing (HMA), plant material testing (HMA), slump testing (concrete), compressive strength testing (concrete), air content testing (concrete) and subbase evaluations to determine necessary undercut depths.

Disclaimer

COMPANY shall not supervise, direct or have any control over the contractor's work. COMPANY shall not have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor. Also, COMPANY is not responsible for the contractor's safety precautions or programs in connection with this work. These rights and responsibilities are solely those of the contractor.

COMPANY shall not be responsible for any acts or omissions of the contractor, subcontractor or any entity performing any portion of the work, or any agents or employees of any of them. COMPANY does not guarantee the performance of the contractor and shall not be responsible for the contractor's failure to perform its work in accordance with the contract drawings and documents.

3.0 Deliverables and Schedules Included in this Agreement

Company will review and provide recommendations for all Payment Estimates and Change Order request.

Upon completion of project closeout, COMPANY will provide the project job box containing final records, field books, calculations testing reports and evidence of material inspection.

4.0 Services by Others

Quality Assurance material testing will be completed by Rubino Engineering.

5.0 Client Responsibilities

None



6.0 Professional Services Fee

6.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the AGREEMENT is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non-salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

6.2 Invoices

Invoices for COMPANY'S services will be submitted, on a monthly basis. Invoices will be due and payable upon receipt in accordance with the Illinois Prompt Payment Act 50ILCS 505.

6.3 Extra Services

Any service required but not included as part of this AGREEMENT shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

6.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$67,186.00.

See attached Exhibits for man-hours, payroll and contract cost.



7.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

7.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

7.2 Entire Agreement

This AGREEMENT and its attachments constitute the entire understanding between CLIENT and COMPANY relating to COMPANY's services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this AGREEMENT shall be in writing and signed by the parties to this AGREEMENT. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this AGREEMENT, CLIENT will pay for the additional services even though an additional written agreement is not issued or signed.

7.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed AGREEMENT.

7.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this AGREEMENT, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this AGREEMENT upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this AGREEMENT, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this AGREEMENT by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

7.5 Books and Accounts

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

7.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and Professional Liability insurance caused by the negligent performance by COMPANY'S employees of the functions and services required under this AGREEMENT.



7.7 Termination or Abandonment

Either party has the option to terminate this AGREEMENT. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this AGREEMENT may be terminated upon seven (7) days' written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination

7.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

7.9 Severability

If any provision of this AGREEMENT is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this AGREEMENT shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

7.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this AGREEMENT shall be made without written consent of the parties to this AGREEMENT.

7.11 Third-Party Beneficiaries

Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this AGREEMENT are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this AGREEMENT or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

7.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this AGREEMENT and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Illinois without regard to any conflict of law provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this AGREEMENT or the performance of the services shall be brought in a court of competent jurisdiction in the State of Illinois.

7.13 Dispute Resolution for any disputes not involving Third Parties

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them, not involving third parties, arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise.

7.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this AGREEMENT, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

7.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall



remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

7.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

7.17 Opinion of Probable Construction Cost

As part of the Deliverables, COMPANY may submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of its opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

7.18 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's express written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30-day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate agreement. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.19 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof where reasonable to do so. The COMPANY shall not be held responsible for any errors

or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors, unless the error or omission was reasonably apparent.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this AGREEMENT unless indicated in the Scope of Services.

7.20 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this AGREEMENT, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; disease epidemic or pandemic; failure of any government agency to act in a timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

7.21 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the general contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the general contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the general contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the general contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

7.22 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional services. The compensation to be paid COMPANY for said professional services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S Scope of Services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may



be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this AGREEMENT shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

7.23 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed the COMPANY'S total fee multiplied by fifteen (15) for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.24 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

7.25 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.



This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Todd Destree, P.E.,
CPESC

Approved by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

Cary Park District

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____