

Cary Park District Board of Commissioners

Committee of the Whole Meeting

April 11, 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.

Public Meeting Notice

Cary Park District
Board of Commissioners
Committee of the Whole
April 11, 2024
7:00 p.m.
Community Center
255 Briargate Road
Cary, Illinois



AGENDA

- I. Call to Order
- II. Roll Call, Pledge of Allegiance
- III. Matters from the Public, Commissioners and Staff
- IV. Approval of Minutes
 - A. March 14, 2024.
- V. Directions Items
 - A. For Direction to the Board for Consideration
 1. Cost Share Agreement, Lions Park Paving Project, Aptar Group, Inc. and Cary Park District.
 2. Professional Services Agreement, HR Green, Foxford Hills Golf Club, Drainage Improvement Project.
 3. Revision, Policy 1-001, Development of Policies.
 4. FY2024-25, Executive Director Work Initiatives
- VI. Discussion Items
 - A. For Discussion/Information Only
 1. None.
- VII. Closed Session
 - A. Appointment, Employment, Compensation, Discipline, Performance of Specific Employees (5 ILCS 120/2 © (1))
- VIII. Adjournment

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

Providing exceptional recreation, parks and open space opportunities.

Cary Park District
Board of Commissioners
Committee of the Whole Meeting
March 14, 2024
7:00 PM
Community Center
255 Briargate Road
Cary, IL

Minutes

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

Staff Present: Jones, Horn, Kelly, Hall, Krueger, Mach, Miles, Kane.

Public Present: Mike Linsner, Jenay DiOrio.

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

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

Under Matters from the Public, none.

Under Matters from Commissioners, Renner shared he attended the Dog Egg Hunt earlier in the week and stated it was a very fun event. He also shared he attended the Mayor's Roundtable event with other members of the Board. Lastly, Renner mentioned he had the opportunity to co-present at the Great Lakes Park Training Institute in Indiana at the end of February on the design and construction of Pickle Ball Courts. Renner stated while co-presenting with Palatine Park District's Executive Director, he discovered how very little he knew about the operation side of pickle ball courts and the sport itself. He explained Commissioners don't often know how programs or facilities operate, but it is important for them to learn and understand what people in the community expect so they can help the Park District deliver the best recreational opportunities. Victor stated she also attended the Mayor's Roundtable and enjoyed seeing the Park District featured multiple times in the presentation. Victor shared she participated in a meeting with the Cary Citizens Police Academy and they expect to have at least 15 volunteers to assist with the Park District's Stars and Stripes Fest this summer at Cary-Grove Park. Victor also noted some upcoming events which included National Night Out on Thursday, August 8, 2024 and the Legislative Conference in May, which she will attend with Executive Director Jones.

Under Matters from Staff, none.

The minutes from the February 8, 2024 COW meeting were presented for approval.

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

Voice vote: Yes – 3. No – None. Abstain – 1. Motion carried.

The first Direction Item was Revision, Policy 6-001, Philosophy of Recreation Programs. Jones stated during preparations for the Park District Distinguished Accreditation review, staff identified the Philosophy of Recreation Programs policy was missing mention of being “inclusive”. He further stated the Park District already promotes an inclusive environment for participants and users, as well as being a member of the Northern Illinois Special Recreation Association, which provides program opportunities for those differently challenged and the agency recently updated its ADA Transition Plan which identifies reasonable accommodations to program, park and facility users. Jones stated staff has made modifications to the language in the policy and have added the word “inclusive” into the policy, along with a definition of the word. Jones also shared a member of the Park District staff, who is a Certified Therapeutic Recreation Specialist, reviewed the modifications and participated in the development of the language.

Frangiamore moved to recommend Board of Commissioners approval of Policy 6-001, Philosophy of Recreation Programs, as revised. Second by Stanko.

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

The second Direction Item was Revision, Policy 4-005, Full-Time Employee Salary and Wages Philosophy. Jones reminded the Board of the compensation strategy/study that was recently completed on all full-time positions by GovHR. He stated the previous version of this policy 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. Jones stated staff has revised the policy 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 moving forward.

Frangiamore moved to recommend Board of Commissioners approval of Policy 4-005, Full-Time Employee Salary and Wages Philosophy, as revised. Second by Stanko.

Stanko directed attention to #3 in the policy where it addresses developing a pool of comparable agencies for use in comparing wages and annual percent wage pools. He noted the previous version of the policy stated the Executive Director should find no less than six comparable agencies and better defined the standard of perimeters. Stanko stated he wanted to make sure there is enough information in the search for accurate value and assessment, therefore he would like that information in the new policy as well. Jones responded that defining the perimeters too tight can be challenging. Frangiamore added he agreed with Stanko’s reasoning, but can see how collecting the necessary information may become challenging if the perimeters are defined. Frangiamore asked a question in regard to #4, wondering if completing a review every five years of salary ranges is too long of a time period. Jones responded that this was GovHR’s recommendation. He added this is a lengthy process that will require a lot of staff time, therefore it is not a process staff will complete annually or bi-annually. Jones noted the option of hiring GovHR or another outside agency to complete the review is also an option, but overall, he stated he is comfortable with the five year time frame. Renner recommended adding that an outside agency, such as GovHR, completes the reanalysis every five years, opposed to do it internally. The Board agreed to add that language into the policy. Stanko reiterated the importance of changing the wording in #3 to state “the Executive Director should develop a pool of no less than six comparable agencies”. Frangiamore was not in favor of adding a specific number. Renner suggested adding “the Executive Director should endeavor to obtain no less than six comparable agencies”. Frangiamore and Victor

agreed with Renner's suggestion. Stanko stated he felt a specific number was important to have in there, but if the rest of the Board agrees to the other language, then that's what it will be. Jones confirmed the modifications the Board discussed.

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

The third Direction Item was Renewal, Intergovernmental Agreement between Cary Park District and Cary Community Consolidated School District 26 for Use of Facilities for Summer Day Camp and E.T. KidZone. Hall stated the Cary Park District has held an Intergovernmental Agreement (IGA) with District 26 since the 1980's to expand public recreation opportunities and activities through a cooperative use of each agency resources. She further stated the current IGA will expire June 30, 2024, therefore staff is recommending to renew the IGA for another three years. Hall stated both agencies have reviewed the document and no major changes were recommended.

Renner moved to recommend Board of Commissioners approval of the revised 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. Second by Frangiamore.

Stanko inquired about #2d on page 2 of the agreement. Hall reiterated there is a single fee structure, regardless if students are residents or non-residents of the Park District, and confirmed it has always been structured this way. Frangiamore asked if there has ever been issues with not being able to use a facility. Hall responded no, but there are times they have to relocate the E.T. KidZone program from the cafeteria to the library or another space due to events. Hall stated they also use the gym space, when available.

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

The first Discussion Item was FY 2024-25, Budget Preview. Jones stated in March, staff typically present a preview of the budget for the Board to review. Jones noted this is just a discussion item, no recommendation is necessary at this time, the full budget presentation will take place in April. Krueger introduced the budget preview documents. She started by reviewing the tax extension information, which the Park District will receive in April. Krueger reviewed the planned fund balance reductions in the Developer Donations Fund, Audit Fund, Insurance Fund, Cerf Fund, Special Recreation, and Cary Prairie Heritage Fund. Krueger presented information on the 10 Year Capital Projects Financial Projection schedule and the Capital Equipment Replacement Fund (CERF) schedules. She noted the CERF schedules are reviewed on an annual basis, which gives the opportunity to remove, replace and adjust items on the schedule. Renner made a recommendation to outline future expenses in regard to cart path maintenance and sand traps in the Foxford Hills Golf Club (FHGC) CERF. Jones noted maintenance for other paths the Park District owns don't appear on the maintenance schedules. Renner responded because this is a revenue generating facility, it should be considered since those can be large expenses. Frangiamore expressed concern about the considerably lower fund balance in years FY2031-32 and FY2032-33. Krueger responded staff is aware and already having conversations, and will develop plans to address that in the future. She also noted it has not been uncommon for the 9-10 years of the 10 year plan to require the future funding to be evaluated and managed. Jones reiterated the CERF schedules are reviewed often and it is not unusual to see that drop when looking 10+ years down

the road on the schedule. He stated since the CERF schedules have been implemented over 20 years ago, they have been shown to work and help the Park District stay on track. Krueger stated staff is budgeting in compliance with the new minimum wage rates. She also reviewed information in regard to the 26 full-time staff positions in the budget, which include budgeting for two full-time positions that were previously Part-Time 1 positions, and moving one position from Full-Time to Part-Time 1. Krueger added there is also additional money budgeted to account for some overlap between an employee who is retiring and the training of a new employee who will take over that position. Krueger highlighted some additional items that may appear in the FY2024-25 budget, which include a new financial system, Foxford Hills Golf Club: purchase of 85 golf carts and the drainage maintenance project, Americans with Disabilities Act (ADA) website improvements, Cary Prairie Heritage Fund, Community Center exterior maintenance repairs, roofing repairs, and the Comprehensive Master Plan. Lastly, Krueger reviewed the Debt Service Schedule. Frangiamore recalled past conversations about paying debt off early. He stated the rates the debt was issued are the lowest they will be and staff should review those past conversations again understanding that. Stanko asked for confirmation the Series 2019 Debt Certificate will be paid off in December 2024. Krueger confirmed that is correct. Frangiamore asked if staff is still exploring options for funding the 85 new golf carts planned for FHGC. Krueger responded staff has reviewed options and issuing debt rather than paying cash, the debt options come with a great amount of interest and fees, both expenses staff does not believe are necessary to incur. Therefore staff is continuing to recommend using the funds on hand for that purchase, which Krueger confirmed staff feels comfortable with doing. Victor asked for any more discussion, hearing none, the Board thanked Krueger for her presentation.

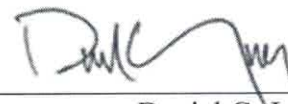
Victor reminded the Board she did send out the Executive Director Performance Review information and to let her know if they have any questions or issues receiving the information.

Victor asked for a motion to adjourn.

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

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

Meeting adjourned at 8:34 pm.



Daniel C. Jones, Secretary
Park District Board of Commissioners

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Date: April 5, 2024

RE: Professional Services Agreement, HR Green, Foxford Hills Golf Club, Drainage Improvement Project



Providing exceptional, recreation, parks and open space opportunities.

Introduction

Included in the draft FY2024-25 budget, is a project to address drainage issues located at Foxford Hills Golf Club (FHGC) on the south side of the driving range. An amount of \$130,000 has been included in the Capital Project Fund to support this project.

Background

At the February 8, 2024 Committee of the Whole meeting of the Board of Commissioners, HR Green (HRG) presented and provided an overview of a project to improve drainage on the south side of the driving range at FHGC. The presentation included the results of a discovery and findings phase to identify the issue, corrective measures as well as an Estimated Opinion of Probable Cost (EPOC).

Staff requested HRG provide a scope of professional services to move the project forward from its current state, into final design development, then documents to bid the project, permitting, bidding and identification of a contractor to perform the work.

HRG has provided staff with an agreement and scope of services for Professional Engineering Services in a lump sum amount of \$10,200. This agreement covers HRG developing Plans and Specifications, Bid Documents, EPOC and completing a Village of Cary storm water permit application.

Once the project has been bid and a contractor approved by the Board of Commissioners, a final agreement with HRG for Construction Engineering Services will be necessary.

The Park District attorney has reviewed the agreement.

Staff Recommendation

Staff recommends Committee of the Whole recommend to the Board of Commissioners the agreement with HR Green for Professional Engineering Services for a lump sum of \$10,200.

Motion To Consider

Move to recommend Board of Commissioners approval of an agreement with HR Green for Professional Engineering Services for a lump sum of \$10,200.

**CONTRACT FOR PROFESSIONAL SERVICES
FOXFORD HILLS GOLF CLUB DRIVING RANGE
DRAINAGE DESIGN SERVICES PROJECT**

This agreement, made this 31st 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 11, 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 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.

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. Commercial General Liability, at least as broad as CG 00 01
 - iii. Worker's Compensation insurance as required by statute and Employers Liability insurance.
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) (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 \$300,000 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 request of the Park District, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Park District, its officers, elected and appointed officials, employees.
- 5. Other Insurance Provisions.
The General liability policy shall contain, or be endorsed to contain, the following provisions:
 - a. The Park District, its officers, elected and appointed officials, employees, 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.
 - b. The Company's insurance coverage shall be primary insurance as respects the Park District, its officers, elected and appointed officials, employees. Any insurance or self-insurance maintained by the Park District, its officer, elected and appointed officials, employees shall be excess of the Company's insurance and shall not contribute with it.
 - c. 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 for liabilities arising from the use of the premises.
- 7. All Coverages.
Park Distract shall receive thirty (30) days prior written notice by mail if any required

insurance policy is to be canceled, reduced by endorsement in coverage or in limits with a ten (10) day exception for non-payment of premium.

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 copies of all required policies, at any reasonable time.

10. Indemnification Clause.

Company shall indemnify and hold harmless the Park District and its officers, elected and appointed officials, employees from and against all damages, liabilities and costs, including, but not limited to, reasonable attorney's fees and court costs) arising out of or resulting from the performance of the Company's work, provided that any such damage, liability or cost 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 of tangible property 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 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 sub-Company 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 costs and reasonable attorneys’ fees.

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.

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.

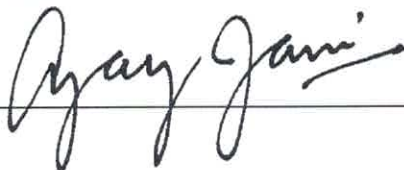
IT IS MUTUALLY UNDERSTOOD AND AGREED that the Company shall have the full control of the ways and means of performing the work referred to above and that the Company or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Company 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
FOXFORD HILLS
DRIVING RANGE - DRAINAGE DESIGN SERVICES

CARY PARK DISTRICT

Prepared for:

Mr. Dan Jones
Executive Director

255 Briargate Road
Cary, IL 60013
Phone: 847.639.6100

Prepared by:

Andrea Pracht, P.E., CFM
Project Manager – Water Resources

HR Green, Inc.
1391 Corporate Drive
McHenry, IL 60050
HR Green Project Number 2302426.01

March 11, 2024

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THIS **AGREEMENT** is between CARY PARK DISTRICT (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

A portion of the Foxford Hills Golf Club's stormwater exits the Hole 18 detention basin on the west side of Rawson Bridge Road through a controlled release structure into a storm sewer system. The storm sewer runs under the golf path, travels east under Rawson Bridge Road between the club house and putting green. The storm sewer then heads south under the Golf Club's parking lot through an enclosed pipe system and daylights at the north end of the parking lot. From the parking lot, the drainage travels overland towards the east property line.

Because the Hole 18 detention basin is used by the CLIENT for irrigation, the basin contributes to a low flow condition in the downstream storm sewer system. The low flow has caused erosion and consistent wet conditions in the channel downstream of the club house parking lot.

CLIENT reports no known problems with the stormwater drainage system prior to its point of discharge at the north end of the parking lot.

The storm pipe exits on the north end of the parking lot through a flared end section. At that point, the channel has eroded in on itself and is mostly filled in. The area contains large, partially buried landscape stones and is unable to be mowed or driven over with equipment.

At the downstream limits of the stream, the channel enters a flared end section under a man-made berm that borders the property boundaries. The property to the east is owned by the McHenry County Conservation District.

It appears that the original design intended for the stormwater drainage to flow overland from the flared end section to the eastern property limits. Since the time of the original grading, approximately 110 feet downstream from the pipe outlet, an 18-inch catch basin has been installed. A 6-inch perforated, corrugated pipe discharges from the catch basin and carries flow to the eastern property limits. The date that this system was installed is unknown.

The 6-inch perforated pipe is no longer completely buried and is not functioning as intended. A narrow channel, approximately 6 to 12-inches wide, has eroded from the catch basin to the eastern property limits. As a result, The CLIENT is unable to access the area for maintenance and clearing of golf balls from the driving range.

The distance from the flared end section to the property limits is approximately 600 feet and borders the south limits of the driving range. A portion of the area downstream if the outlet is wooded with oak, hickory, and American elm trees.

The wooded area is shown as possible wetland area, per the McHenry County wetlands maps. In November of 2023, CLIENT hired Hey & Associates to complete a wetland delineation of the project area. Based on a meeting with the Village of Cary and their stormwater/wetland consultants, Hey & Associates obtained a preliminary jurisdictional determination that the project area does not contain wetlands from the McHenry-Lake County Soil & Water Conservation District.

In early 2023, COMPANY completed a drainage Investigation of this area on behalf of CLIENT. The existing 6-inch pipe and 18-inch catch basin were recommended to be removed and replaced with 469 lineal feet of perforated 12-inch HDPE pipe and four catch basins. The new 12-inch storm sewer was recommended to start at the parking lot flared end section and daylight at the downstream study limits near the property limits. This recommendation, if property installed by the CLIENT as designed by the COMPANY, is designed to convey 1.5 cfs of low flow drainage. Pipe capacity is dependent on inlets being maintained free of leaves and debris. The design is not intended to entirely remove the flooding from the property during all storm events.

At this time, CLIENT has asked COMPANY to prepare engineering plans and bidding documents for the recommended drainage improvements. CLIENT intends to let bids in mid-July, with bid opening in mid-August and construction starting in late October to mid-November.

1.2 Design Criteria/Assumptions

HR Green will utilize our previous recommendations and survey information to create final design plans.

Based on our understanding of the site and applicable wetland requirements, it is our assumption that the wetlands associated with the drainage channel will not be regulated as wetlands. As such, our assumption is that survey of the wetland delineation flags is not required.

Based on our preliminary design, our assumption is that the site disturbance will be approximately ½ acre and will not require a Stormwater Pollution Prevention Plan, IEPA Notice of Intent, or IDNR endangered species consultation.

Our scope assumes that only a stormwater management permit issued by the Village of Cary for erosion and sediment control will be required for this project. The final design will incorporate Village of Cary's guidance on permitting requirements for the channel improvements, as it relates to stormwater management and erosion control.

CLIENT will provide front end specification documents. COMPANY will prepare the technical specifications required for the proposed improvements.

CLIENT will manage the project advertising and the bid opening. COMPANY will attend an on-site pre-bid meeting for interested contractors. COMPANY will review the submitted bid(s) and provide a recommendation for contract award.

Construction Engineering Services are not included as part of the scope of services and will be budgeted at a later date and upon letting of the project by CLIENT. Also note that the Construction Engineering Services will be completed under a separate amendment.

2.0 Scope of Services

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

2.1 Project Administration

This item will include general administrative tasks associated with the project, including but not limited to:

1. Developing a Project Work Plan and Schedule.
2. Managing scope, schedule, and budget in accordance with expectations and schedule established for this project.
3. General project correspondence with CLIENT and regulatory agencies.
4. General administrative tasks related to project correspondence.

2.2 Meetings

The following meetings are anticipated and included in the scope:

A. Stormwater Permit application meeting with Village of Cary

COMPANY will attend up to one (1) application meetings with the Village of Cary, if needed.

B. Cary Park District Board of Commissioners meeting

COMPANY will attend up to one (1) Commissioner meeting to present the project and seek recommendation to bid project.

2.3 Permitting

COMPANY will prepare and submit an application for the following agencies:

A. Village of Cary Stormwater Permit

COMPANY will prepare a stormwater permit application in accordance with the McHenry County Stormwater Ordinance. The Village of Cary is a certified community and is responsible for issuing a permit in accordance with the provisions of the criteria of the Ordinance. Permit fees, if any, are not included in the scope of this contract.

2.4 Drainage Improvements Plan and Specifications

COMPANY will prepare plans and specifications/notes for the Drainage Improvements in the study area. The plans will be developed to address the regulatory constraints identified in the design criteria and items under Task 2.2 and 2.3 above. Plans will be prepared using AutoCAD/Civil3D software program. Topographic survey data, previously completed

by COMPANY will be used. McHenry County GIS, aerial and parcel information will be used as supplemental data, if needed. An Engineer's Opinion of Probable Construction Costs (EOPC), and bid documents will be prepared for the drainage improvements. It is assumed that CLIENT will advertise the project for bids and manage the bid opening. COMPANY will attend an on-site pre-bid meeting for interested contractors. COMPANY will review the submitted bid(s) and provide CLIENT a recommendation to award the project.

2.5 Quality Assurance and Quality Control (QA/QC) Reviews

This item will include QA/QC of the deliverables:

- Village of Cary Stormwater Permit Application
- Plans and Specifications
- Bid Documents
- EOPC

3.0 Deliverables and Schedules Included in this Agreement

The following deliverables are included in the scope and fee:

- Electronic and paper copies (as needed) of the Stormwater Permit Application, Plans and Specifications, Bid Documents and EOPC.

It is anticipated that the proposed scope of services will require up to two (2) months for completion upon Notice to Proceed (NTP). This schedule includes reasonable allowances review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

- Topographic Survey (previously completed by COMPANY)
- Cleaning and televising of underground utilities and/or condition assessment
- Geotechnical Services (previously completed by CLIENT)
- Permitting other than those listed in scope
- Funding applications
- Bidding services other than those listed in scope

Supplemental services not included in the AGREEMENT can be provided by COMPANY under separate agreement, if desired.

5.0 Client Responsibilities

The following services are expected to be provided by CLIENT



- Review of plans and specifications, and EOPC
- Provide front end documents
- Attendance at meetings

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 identifiable communication expenses; identifiable reproduction costs applicable to the work; and 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 shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 30 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event that any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorneys' fees.

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:

Lump sum in the amount of \$10,200.

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, plus a reasonable amount to reimburse COMPANY for termination costs.

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

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 arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

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 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of service. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

7.18 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.

7.19 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.

7.20 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. 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.

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.

7.21 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.

7.22 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.

7.23 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.

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a design professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 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 \$100,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. 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.

7.26 Drywells, Underdrains and Other Infiltration Devices

Services provided by COMPANY under this AGREEMENT do NOT include the geotechnical design of drywells, underdrains, injection wells or any other item that may be devised for the purpose of removing water from the CLIENT'S property by infiltration into the ground. Due to the high variability of soil types and conditions such devices will not be reliable in all cases. While for this reason COMPANY does not recommend the use of these devices, in some cases their use may be necessary to obtain an adequate amount of area for development on the CLIENT'S property. Since the use of these devices is intended to enhance the value of the CLIENT'S property and, in some cases, allow development that would otherwise not be possible, the CLIENT will assume all risks inherent in the design and construction of these devices, unless the contractor or a Geotechnical Engineer assumes these risks. Typical risks include but are not limited to:

- Failure to obtain the required release rate;
- Variability of the soils encountered during construction from those encountered in soil borings. (Soils can vary widely over a small change in location, horizontal or vertical, particularly with regards to permeability);
- Failure of the device due to siltation, poor construction or changes in the water table;

- Need to obtain additional soils information (i.e. borings etc.) to evaluate the function of installed devices;
- Reconstruction of failed or inadequate devices;
- Enlargement of detention/ retention facilities to make up for release rates that are lower than those used in the stormwater design, including engineering design and additional land required for such enlargement; and
- Regular maintenance to remove accumulated silt over the device's life span.

If the use of these devices is required COMPANY will advise the CLIENT that a Geotechnical Engineer must be retained to consult on the project. The CLIENT must enter into a separate agreement directly with this consultant. They will not be sub-contracted through COMPANY nor are their fees included as part of this AGREEMENT. COMPANY will work together with this consultant to obtain a final design. Our collaboration may include the use of a common standard detail or the creation of a new standard detail. COMPANY may make suggestions to the Geotechnical Engineer on ways to tailor these devices to meet the needs of the overall site design. The Geotechnical Engineer will evaluate these suggested details and modifications based on his experience and measured soils information to estimate the release rate for each detail considered. COMPANY may use a release rate of these devices as provided by the Geotechnical Engineer for the design of the stormwater system. This rate may be faxed to us, as a draft copy of the Geotechnical Engineers report or as a final copy of that report. In no case will COMPANY accept responsibility for the determination of the expected release rate of these devices.

If certification of the contractor's construction of these devices is required by the municipality or desired by the CLIENT a Geotechnical Engineer must also be obtained for these services. This is highly recommended in order to observe the actual soils where the devices are being constructed and to verify that the construction methods used do not violate any assumptions made by the Geotechnical Engineer during the design and evaluation of the standard detail. If a Geotechnical Engineer is not retained by the CLIENT to provide construction review, the CLIENT shall assume all risks that the devices may fail requiring additional geotechnical investigation or reconstruction and shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorneys' fees arising out of or resulting therefrom. Any construction observation services provided by COMPANY shall not include these devices.

7.27 Environmental Audits/Site Assessments

Environmental Audit/Site Assessment report(s) are prepared for CLIENT's sole use. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless against all damages, claims, expenses, and losses arising out of or resulting from any reuse of the Environmental Audit/Site Assessment report(s) without the written authorization of COMPANY.

8.28 Construction Observation Without Design

It is agreed that the professional services of COMPANY are limited to a review and observation of the work of the contractor to ascertain that such work is proceeding in general accordance with the contract documents and that such contract documents have not been prepared by the COMPANY. Unless otherwise stated, the CLIENT warrants that any documents provided to COMPANY by the CLIENT or by the prior consultant may be relied upon as to their accuracy and completeness without independent investigation by the successor consultant and that the CLIENT has the right to provide such documents to COMPANY free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including all payments, expenses or costs, arising from or alleged to have arisen from an error or omission in the plans, specifications or contract documents. COMPANY agrees to be responsible for its employees own negligent acts, errors or omissions in the performance of their professional services.

8.29 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will defend, indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.



8.30 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. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. 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 or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the AGREEMENT.

8.37 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.

Andrea Pracht, PE, CFM

Approved by:

Printed/Typed Name:

Ajay Jain, PE, CFM

Title:

Vice President

Date:

March 11, 2024

CARY PARK DISTRICT

Accepted by:

Printed/Typed Name:

Title:

Date:

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Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Date: April 11, 2024



RE: Revision, Policy 1-001, Development of Policies

Providing exceptional recreation, parks and open space opportunities.

Introduction

The Board of Commissioners approves new policy and revisions to existing policy.

Background

Within current policy direction from the Board of Commissioners there is guidance on review of existing policies at regular intervals as a best practice. Staff has identified a gap in the information required for recording on policies, which if added would improve adherence to the guidance to review existing policies at regular intervals.

The existing policy template, does not have recorded upon it, the date a review has occurred. The policy template does require dates of approval, revision and rescind. A review of a policy is different from approval, revision or rescind, as a policy may be reviewed, determined to be appropriate in current form, which would not trigger a change to any of the policy template recorded dates. To assist future Boards, administrators and staff members with completing reviews at regular intervals per Board policy, staff is recommending a change to Policy 1-001 and Attachment A.

Staff Recommendation

Staff recommends revisions to Policy 1-001 and Attachment A as presented.

Motion(s) to Consider

Move to recommend Board of Commissioners approval of Policy 1-001, Development of Policies and Policy 1-001, Attachment A, as revised.

Cary Park District
Board Policy Manual

Policy Name: **Development of Policies**

Date Approved: 3/25/1999

Last Revision: 1/26/2017

Date Rescinded:

Policy Statement

It is the policy of the Cary Park District to develop policies that guide the Commissioners and employees of the *Park* District to best serve the public. It is the responsibility of the Board of Commissioners to develop and approve policies. All policies developed will identify the anticipated end results in the policy statement. Each policy will also identify any specific guidelines associated with that policy.

Specific Guidelines

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

1. Each policy must be completed using the official Board Policy Manual format (Attachment A).
2. The Board Policy Manual format will identify the policy number and name, date of approval, last revision date, *last review date*, rescinding date, the official policy statement and any policy-specific guidelines.
3. Each policy will identify the end result that the Board of Commissioners desires to be achieved in the policy statement.
4. Each policy must receive approval by the Board of Commissioners at a scheduled Board business meeting before being recognized as an official *Park* District policy. A simple majority is required for approval. The Board President shall sign an original document for approved copy and distribution.
5. Commissioners, staff and the public are encouraged to submit proposed policy suggestions to the Executive Director for drafting, development and direction for consideration by the Board.
6. Any new policy adopted by the Board should specifically state within the proposed specific guidelines what previous policies are revised or rescinded, either in full or in part, as a result of approval of the new policy.
7. The Board should review and update the Board Policy Manual on a regular basis.

This policy revises 1-001.r4 in full.

Board President Signature: *Melissa Victor*

Cary Park District
Board Policy Manual

Policy Name: **Name of Policy**

Date Approved: (Board mtg date)

Last Revision: (Board mtg date)

Last Review: (Board mtg or Staff review date)

Date Rescinded: (Board mtg date)

Policy Statement

It is the policy of the Cary Park District to

(Describe policy here)

Specific Guidelines

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

1. (State policy specifics here)
- 2.

This policy is new.

Or,

This policy revises Policy x-xxx in full.

Or,

This policy rescinds Policy x-xxx in full.

Committee Memo

To: Committee of the Whole
From: Dan Jones, Executive Director
Date: April 11, 2024



RE: FY2024-25, ED Work Initiatives

Providing exceptional, recreation, parks and open space opportunities.

Introduction

Each year the Board of Commissioners approves a set of work initiatives for the Executive Director. The purpose of which is to provide direction, focus and for use as a facet of the performance evaluation of the Executive Director.

Background

When this format for ED Work Initiatives was developed, the Board determined it was not necessary to include an item under every header category.

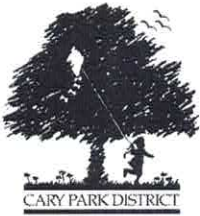
The ED is responsible to provide an update on progress related to the Work Initiatives, in July, November, February, again in early March (with distribution of ED evaluation tool) and a final time in April.

Staff Recommendation

Staff has drafted the document for Committee discussion, review and recommendation.

Motion To Consider

Move to recommend Board of Commissioner approval of FY2024-25 Executive Director Work Initiatives.



DRAFT

TO: Board of Commissioners
FROM: Dan Jones, Executive Director
DATE: April 11, 2024

RE: Executive Director FY 2024-25 Work Initiatives

Future Planning, Current Development and Capital Projects

- Comprehensive Master Plan Update – Identify/RFQ consultant, Planning & Financial Review.
- Lions Park Parking Lot Replacement – Construct/Complete Construct.
- Sands Main Street Prairie Nature Preserve Vegetation Enhancement & Management Plan - Implementation

Community and Intergovernmental Relations and Park District Image

- Intergovernmental Agreement with McHenry County (Regional Training Facility) – Parking Lot Usage at Community Center.
- Complete reaccreditation of Park District under the Illinois Joint Distinguished Accreditation Program.
- Continue leadership of Local Government (Cary) Intergovernmental Coordinating Group.
- Recommendation/design of parkway signage at entrance to Cary-Grove Park.

Board and ED Relations

- Maintain weekly and as needed ED to Board communications.

Personal

- Co-Chair IPRA/IAPD Distinguished Accreditation Program and Chair Mentor Sub-Committee.
- Serve on IPRA Board of Directors as Northwest Region Representative.
- Renew Certified Park and Recreation Professional certification.

Administration and Management

- Complete the requirements necessary for the position of Executive Director as outlined in the Board approved job description for the position. <Annual>
- Continue build out of platforms that maintain historical records storage for Park District owned properties (carry over from FY2023-24).
- Update agency policy and procedure format to include “review date”.

Park and Facility Maintenance

- Community Center, South Exit – Repairs, ADA Walkway Improvements.

Recreation

- Transition of Summer Celebration at Lions Park to Stars n Strips Festival at Cary Grove Park.

Golf

- Achieve a positive operating income at FY end at FHGC. <Annual>
- Maintain paid rounds played number of between 30,000 and 32,000 at FHGC. <Annual>

- Construct drainage improvement project south side of driving range (north side of parking lot).
- Accept new fleet of 85 golf carts prior to 2025 season.

Financial

- None.

Safety and Risk Management

- Complete hiring of vacant SRM position (carry over from FY2023-24).