

Cary Park District Board of Commissioners

Regular Board Meeting

April 25, 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
April 25, 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 March 28, 2024.
 - 2. Approval – Minutes Special Board Meeting dated April 18, 2024.
 - 3. Approval – April 19, 2024 Disbursements in the Amount of \$185,125.68.
 - 4. Acceptance – Treasurer’s Report dated March 31, 2024.
 - 5. Approval – Direct Executive Director to enter into a Professional Services Agreement, HR Green, Foxford Hills Golf Club, Drainage Improvement Project in a lump sum amount of \$10,200.
 - 6. Approval – Revision, Policy 1-001 and Policy 1-001 Attachment, Development of Policies.
- VII. Business Items/Changes, Additions, Deletions
 - A. Any Items Removed from the Consent Agenda
 - B. Action Items
 - 1. Consider – Cost Share Agreement, Lions Park Paving Project, Aptar Group, Inc. and Cary Park District.
 - 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, 5/9/2024, 7:00pm
Public Hearing – Budget, 6:55pm
Annual Meeting, 5/23/2024, 7:00pm
Regular Board Meeting, 5/23/2024, 7:00pm

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

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.

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
MARCH 28, 2024

I. CALL TO ORDER

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

II. ROLL CALL

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

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

Mike Linsner
Michaline Sowatzke
Al Tuman
Laura Tuman

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

IV. MATTERS FROM THE PUBLIC

None.

V. ITEMS FROM COMMISSIONERS

Stanko stated he and the other Board members received an email from a community member regarding Community Center Park and requested the topic be added as a Discussion Item for tonight's meeting. Renner and Frangiamore both opposed the item being added to this meeting but would agree to adding it to a future Committee of the Whole meeting agenda, as they were not prepared to discuss it at this time. Victor stated she would like the Board to have light conversation about it this evening as a Discussion item. Victor stated since there is no majority consensus to add it to the agenda, as the President, she is deciding it will be added to tonight's agenda.

VI. CONSENT AGENDA

President Victor 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 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.**

Second by Renner.

Roll call vote: Yes – Stanko, Renner, Frangiamore, Victor. 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 – Lions Park Paving Project, Professional Services Agreement for Construction Engineering Services with HR Green in an amount not to exceed \$67,186.00.

Jones stated the last phase of professional services necessary to complete the project is professional services related to Construction Engineering Services. He further stated this agreement covers specific HR Green staff being assigned to the project to complete the project start up, construction observation and oversight, attend project meetings and project closeout work, etc. Jones stated the project timeline is ten weeks and staff has worked hard with HR Green on the agreement and scope of services for Construction Engineering Services in an amount not to exceed \$67,186.00.

Renner moved 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. Second by Stanko.

Stanko inquired about the timeline of the project and asked what would happen if the project extended past the ten weeks? Jones responded it would depend on the reason, but at this time, the agreement is for a “not to exceed” fee. He further stated if the services were to exceed that amount, HR Green would need to submit a letter of request in advance for further services.

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

Jones stated staff has also asked the Board to approve a total project budget not to exceed \$1,341,500.00.

Renner moved to approve a total project budget not to exceed \$1,341,500.00. Second by Stanko.

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

VII.C. Discussion Items

VII.C.1 – Email Community Center Park

Victor started the discussion by summarizing the email the Board received from a resident regarding Community Center Park. Victor stated she believes the Brigadoon subdivision is underserved and would like to have further discussions about adding a sign and potentially installing a walking path in the park.

Stanko stated the Board's action to rescind the ordinance addressed stopping a sale of the property last May (2023), but the next step is addressing a commitment and effort to restore the community's trust and confidence in the Park District. He stated the community members want to feel that the property is secure and as Commissioners, he believes it is the obligation of the Board to repair that trust and address the community needs and concerns.

Renner reiterated his desire to have this discussion at future meeting and has no comments at this time. Frangiamore agreed with Renner.

Victor directed Jones to include this topic as a Discussion Item on the May Committee of the Whole meeting agenda. Jones confirmed it will be added to the agenda.

IX. Executive Director Report

None.

Victor asked for a motion to adjourn.

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

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

Meeting adjourned at 7:18 PM.



Daniel C. Jones, Secretary
Park District Board of Commissioners

Cary Park District
Board of Commissioners
Special Meeting
April 18, 2024
7:00 PM
Community Center
255 Briargate Rd.
Cary, Illinois

MINUTES

Call to Order

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

Roll Call

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

Staff Present

Staff present: Dan Jones, Executive Director; Becky Horn, Administrative and Recreation Assistant; Sara Kelly, Deputy Director; Erica Hall, Supt. of Recreation; Noah Mach, Supt. of Parks and Facilities; Vicki Krueger, Director of Finance and Administration; Katie Hughes, Director of Communications & Marketing; John Miles and Charlie Kane, GolfVisions.

Guests Present

Al Tuman, Laura Tuman, Jenay DiOrio

Matters from the Public, Commissioners and Staff

There were no matters from the Public.

There were no matters from Commissioners.

Under matters from Staff, Jones stated the Park District has two open job positions: Assistant Director of Finance & Administration (full-time) and Safety Coordinator (part-time). He further stated the Park District is actively trying to fill the positions and if the Board knows of anyone that might be interested in applying, to please direct them to our website. Jones stated the Park District was the host of the Joint Distinguished Accreditation meeting earlier today, which is a committee made up of Park District professionals and Board Commissioners, who mentor and evaluate agencies seeking to achieve accreditation. Jones added the Park District will undergo its fifth review for accreditation this fall.

Action Items - Tentative Approval of FY2024-25 Budget and Appropriation Ordinance O-2024-25-01

Krueger began the presentation by reviewing the entire budget document with the Board. She walked through the Budget and Appropriation Ordinance, Letter of Transmittal, historical perspectives, financial history, and charts and graphs illustrating a breakdown of the proposed budget. Krueger reviewed the summary of all funds, and then reviewed each fund one by one. She provided an overview of capital projects, capital equipment replacement and specific use of funds.

Frangiamore inquired about a document that shows Recreation program revenue over the last five years. He stated he would be interested to see how those numbers have progressed coming out of COVID and

with the addition of new programs that have been added. Krueger responded she can follow up on his request. Frangiamore also asked how the drainage project and golf cart fleet replacement at Foxford Hills Golf Club (FHGC) will be funded. Krueger responded FHGC has been performing exceptionally well and has sufficient funds on hand to finance both the drainage project and golf cart fleet. She added by doing this, FHGC is able to avoid almost \$150,000 in interest expenses and fees associated with taking out debt.

Stanko referred to page 46 and asked where the funds will come from to pay for the annual audit in the coming years given the projected ending Audit fund balance on April 30, 2025. Krueger responded there is no need to maintain a high fund balance in the Audit fund and the funding source to pay for the annual audit is property taxes, therefore staff will continue to levy the appropriate amount on an annual basis to ensure adequate funding for the audit.

Renner requested to see a performance report from the first full season at Sunburst Bay Aquatic Center and how it ties back to the Pro Forma that was created during the planning stage of the project. Jones responded that staff can gather that information to share.

Hearing no further questions, Krueger noted the next steps of the process, which include placing the budget on public display on April 22, 2024 for 30 days, and the Public Hearing that will take place on May 23, 2024 to consider its final adoption.

Stanko moved to recommend Board of Commissioners approval of the FY 2024-25 Budget and Appropriation Ordinance O-2024-25-01 Adopting the Combined Annual Budget and Appropriation of Funds for the Cary Park District. Second by Renner.

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

Stanko moved to direct staff to place on display for 30 days the FY 2024-25 Budget and Appropriation Ordinance O-2024-25-01 Adopting the Combined Annual Budget and Appropriation of Funds for the Cary Park District. Second by Renner.

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

Frangiamore asked for a motion to adjourn.

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

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

Meeting adjourned at 7:56 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	\$184,416.68
Electronic Fund Transfer	GolfVision	Sales Tax Return-Mar	Foxford Hills Golf Club	\$709.00
ACH Pull	Pitney Bowes	Postage Meter Refill	Corp./Gen. Administration	\$0.00
				<u>\$185,125.68</u>

04/25/24

DATE: 04/19/24
 TIME: 10:55:15
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 1

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52546	AMAZON CAPITAL SERVICES	FOOD BUILDING EQUIP	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / MAINTENANCE	332.10 405.12 CHECK TOTAL 737.22
52547	BASS/SCHULER ENTERTAINMENT	BAND DEPOSIT STARS STRIPES	RECREATION FUND /	450.00 CHECK TOTAL 450.00
52548	CONSTELLATION NEW ENERGY, INC	BRIARGATE ELECTRIC BRIARGATE ELECTRIC VETERANS PK ELECTRIC FHGC MAINT BUILD ELECTRIC	CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / ADMINISTRATION CORPORATE / GENERAL ADMINISTRATION FOXFORD HILLS GOLF CLUB / MAINTENANCE	272.29 272.29 9.58 274.08 CHECK TOTAL 828.24
52549	COMED	ANNEX ELECTRIC SUNBURST ELECTRIC LIONS PK ELECTRIC PRESCHOOL KAPER ELECTRIC HOFFMAN ELECTRIC	CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / PROGRAM AREA B CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / PROGRAM AREA C RECREATION FUND / ADMINISTRATION CORPORATE / GENERAL ADMINISTRATION	169.07 625.92 21.64 179.17 42.94 135.97 CHECK TOTAL 1,174.71
52550	PETTY CASH	LIONS REGISTER BANK & EMERGENC	CORPORATE /	800.00 CHECK TOTAL 800.00
52551	GOLF CLUB MASTERS, INC.	ADVERTISING	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	153.85 CHECK TOTAL 153.85
52552	HR GREEN, INC.	PROF SERV SIDEWALK REPAIR	CORPORATE / PLANNING & DEVELOPMENT	2,053.62 CHECK TOTAL 2,053.62
52553	J.M. IRRIGATION, LLC	IRRIGATION REPAIRS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	2,515.00 CHECK TOTAL 2,515.00
52554	KEYSTONE HATCHERIES	STOCK POND	CORPORATE / PARK MAINTENANCE	1,199.00 CHECK TOTAL 1,199.00
52555	LITTLE MED/VET SCHOOL	LITTLE VET SCHOOL DOG	RECREATION FUND / PROGRAM AREA D	720.00 CHECK TOTAL 720.00

DATE: 04/19/24
 TIME: 10:55:27
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 2

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52556	MENARD'S	GROUNDS SUPPLIES BUILDING SUPPLIES JANITOR SUPPLIES	FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / CLUBHOUSE FOXFORD HILLS GOLF CLUB / CLUBHOUSE	2,413.40 187.88 191.97 CHECK TOTAL 2,793.25
52557	MIDWEST COMMERCIAL FITNESS	REPAIR EQUIP TREADMILLS	RECREATION FUND / FACILITY MAINTENANCE	333.50 CHECK TOTAL 333.50
52558	REVELS	EQUIP REPAIR	FOXFORD HILLS GOLF CLUB / MAINTENANCE	298.06 CHECK TOTAL 298.06
52559	CARMEN GONZALEZ	REFUND	RECREATION FUND / ADMINISTRATION	14.00 CHECK TOTAL 14.00
52560	RAE LYNNE MORVAY	REFUND	RECREATION FUND / ADMINISTRATION	13.50 CHECK TOTAL 13.50
52561	SYSCO FOOD SERVICES-CHICAGO	FOOD NON ALCOHOL BEV ALCOHOL BEV OPERATING SUPPLIES SHIPPING JANITOR 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	1,249.85 432.77 57.45 157.12 7.10 159.59 CHECK TOTAL 2,063.88
52562	WAREHOUSE DIRECT, INC.	JANITOR SUPPLIES JANITOR SUPPLIES JANITOR SUPPLIES JANITOR SUPPLIES JANITOR SUPPLIES JANITOR SUPPLIES JANITOR SUPPLIES JANITOR SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE	70.12 70.12 70.12 70.13 11.19 11.19 11.19 124.52 CHECK TOTAL 438.58
52563	ZIEGLER'S ACE HARDWARE	DRILL BITS SCREWS	FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE	20.64 37.04 CHECK TOTAL 57.68

DATE: 04/19/24
 TIME: 10:55:29
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 3

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52564	ACTIVE NETWORK, LLC	SBAC-DYNA MAG MAGNESAFE	RECREATION FUND / ADMINISTRATION	176.00
		SBAC-METROLOGIC GENESIS IMAGER	RECREATION FUND / ADMINISTRATION	906.00
		SBAC-EPSON RECEIPT PRINTER	RECREATION FUND / ADMINISTRATION	1,416.80
		SBAC-PAX 5300 PIN PAD	RECREATION FUND / ADMINISTRATION	1,240.00
		CHECK TOTAL		3,738.80
52565	AMAZON CAPITAL SERVICES	PARKING LOT STENCIL KIT	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	58.00
		EK LOT HANDICAP STENCIL KIT	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	96.20
		TONER CARTRIDGES	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	613.64
		CHECK TOTAL		767.84
52566	CARY SD 26	ETKZ RENTAL-MAR24	RECREATION FUND / PROGRAM AREA C	4,968.00
		CHECK TOTAL		4,968.00
52567	CHAS. HERDRICH & SON, INC.	NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	106.95
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	764.85
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.00
		CHECK TOTAL		878.80
		CHECK TOTAL		0.00
52569	CONSTELLATION NEW ENERGY, INC	ELECTRIC-FHGC BATHROOM	FOXFORD HILLS GOLF CLUB / OPERATIONS	23.70
		ELECTRIC-CG PARK	RECREATION FUND / ADMINISTRATION	90.13
		ELECTRIC-FHGC WELL1	FOXFORD HILLS GOLF CLUB / MAINTENANCE	130.15
		ELECTRIC-FHGC IRRIGATION PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	0.81
		ELECTRIC-FHGC MAINT.	FOXFORD HILLS GOLF CLUB / MAINTENANCE	607.98
		ELECTRIC-DRIVING RANGE	FOXFORD HILLS GOLF CLUB / OPERATIONS	33.16
		ELECTRIC-FHGC CLUBHS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	1,357.53
		ELECTRIC-WATER PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	24.53
		ELECTRIC-FHGC WELL2	FOXFORD HILLS GOLF CLUB / MAINTENANCE	262.26
		ELECTRIC-PARKS GARAGE	CORPORATE / GENERAL ADMINISTRATION	74.00
		ELECTRIC-PARKS GARAGE	RECREATION FUND / ADMINISTRATION	74.01
		ELECTRIC-JC PARK	CORPORATE / GENERAL ADMINISTRATION	191.92
		CHECK TOTAL		2,870.18
52570	CONSTELLATION NEWENERGY-	HEAT/GAS-CC & PARKS	CORPORATE / GENERAL ADMINISTRATION	646.46
		HEAT/GAS-CC & PARKS	RECREATION FUND / ADMINISTRATION	646.46
		HEAT/GAS-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	494.72
		CHECK TOTAL		1,787.64

DATE: 04/19/24
 TIME: 10:55:30
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52571	ALEXANDRA DEGRYSE	MILEAGE REIMBSMT	CORPORATE / COMMUNICATIONS & MARKETING	17.42
			CHECK TOTAL	17.42
52572	FERGUSON ENTERPRISES INC.	PLUMBING SUPPLIES	FOXFORD HILLS GOLF CLUB / MAINTENANCE	126.45
			CHECK TOTAL	126.45
52573	GREAT LAKES COCA-COLA	SHIPPING NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	50.00 1,146.63
			CHECK TOTAL	1,196.63
52574	ILLINOIS OFFICE OF THE STATE	BOILER CERTIFICATE	RECREATION FUND / FACILITY MAINTENANCE	70.00
			CHECK TOTAL	70.00
			CHECK TOTAL	0.00
52576	NICOR GAS	HEAT/GAS-SBAC HEAT/GAS-PRESCHOOL	RECREATION FUND / PROGRAM AREA B RECREATION FUND / PROGRAM AREA C	282.65 156.56
			CHECK TOTAL	439.21
52577	PETROCHOICE, LLC	FUEL-FHGC FUEL-SHOP	FOXFORD HILLS GOLF CLUB / MAINTENANCE CORPORATE / PARK MAINTENANCE	831.93 949.17
			CHECK TOTAL	1,781.10
52578	MARISOL ADAMO	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	6.00
			CHECK TOTAL	6.00
52579	REINDERS, INC.	PLATE TIPPER	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	36.23
			CHECK TOTAL	36.23
52580	SITEONE LANDSCAPE SUPPLY, LLC	PLUMBING SUPPLIES SAFETY BOOTS PLUMBING SUPPLIES	FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE FOXFORD HILLS GOLF CLUB / MAINTENANCE	75.49 35.82 62.76
			CHECK TOTAL	174.07
52581	SOUTHERN GLAZER'S WINE&SPIRITS	ALCOHOLIC BEVERAGES SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	800.25 5.00
			CHECK TOTAL	805.25

DATE: 04/19/24
 TIME: 10:55:31
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52582	SUNBURST SPORTSWEAR, INC.	MIGHTY KICKERS APPAREL	RECREATION FUND / PROGRAM AREA D	43.20
		LITTLE KICKERS APPAREL	RECREATION FUND / PROGRAM AREA D	127.80
		MY-TEE BALL APPAREL	RECREATION FUND / PROGRAM AREA D	168.00
			CHECK TOTAL	339.00
52583	VERSION2, LLC - HOSTING	PAYLOCITY TABLET-MAINT GARAGE	CORPORATE / PARK MAINTENANCE	239.00
		PAYLOCITY TABLET-BRIARGATE	RECREATION FUND / ADMINISTRATION	239.01
		PAYLOCITY TABLET-DEER PATH	RECREATION FUND / ADMINISTRATION	248.02
			CHECK TOTAL	726.03
			CHECK TOTAL	0.00
52585	VILLAGE OF CARY	WATER-JAYCEE PK	CORPORATE / GENERAL ADMINISTRATION	17.13
		WATER-PARKS GARAGE	CORPORATE / GENERAL ADMINISTRATION	6.62
		WATER-KAPER PK	RECREATION FUND / ADMINISTRATION	6.62
		WATER-CC	CORPORATE / GENERAL ADMINISTRATION	449.98
		WATER-CC	RECREATION FUND / ADMINISTRATION	449.99
		WATER-SBAC	RECREATION FUND / PROGRAM AREA B	6.62
		WATER-HOFFMAN PK	RECREATION FUND / ADMINISTRATION	38.80
		WATER-FHGC MAINT.	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,393.94
		WATER-FHGC BATHROOM	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	6.62
		WATER-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	90.70
		WATER-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	69.68
			CHECK TOTAL	2,536.70
52586	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	54.74
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	16.05
			CHECK TOTAL	70.79
52587	CLUB CAR, LLC	GPS FOR GOLF CARTS-APR24	FOXFORD HILLS GOLF CLUB / OPERATIONS	3,600.00
			CHECK TOTAL	3,600.00
52588	FSS TECHNOLOGIES LLC	SECURITY/FIRE ALARM MONITORING	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	216.00
			CHECK TOTAL	216.00
52589	GOLFFVISIONS MANAGEMENT, INC.	MANAGEMT FEE-APR24	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	3,000.00
		GRP INSURANCE	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	1,551.85
		GRP INSURANCE	FOXFORD HILLS GOLF CLUB / OPERATIONS	510.72

DATE: 04/19/24
 TIME: 10:55:32
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 6

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52589	GOLFVISIONS MANAGEMENT, INC.	GRP INSURANCE	FOXFORD HILLS GOLF CLUB / OPERATIONS	-291.99
			CHECK TOTAL	4,770.58
52590	MENARD'S	PAINTING SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	454.40
		CLEANING SUPPLIES-DAWN	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	11.68
			CHECK TOTAL	466.08
52591	SYSKO FOOD SERVICES-CHICAGO	PROGRAM SUPPLIES-SNACKS	RECREATION FUND / PROGRAM AREA C	870.09
			CHECK TOTAL	870.09
52592	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
52593	ACCESSIBILITY CONSULTATION &	ACCESSIBILITY QUESTIONS	SPECIAL RECREATION FUND /	450.00
			CHECK TOTAL	450.00
52594	AMAZON CAPITAL SERVICES	PARTY TENT	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	1,079.98
			CHECK TOTAL	1,079.98
52595	BREAKTHRU BEVERAGE ILLINOISLLC	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,598.77
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.00
			CHECK TOTAL	1,604.77
52596	CITY OF MCHENRY	CO-OP-DANCING HORSES/PIZZA RAN	RECREATION FUND / PROGRAM AREA A	827.25
			CHECK TOTAL	827.25
52597	COBRA GOLF INCORPORATED	GOLF SHORTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	960.00
		GOLF SKIRTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	330.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	19.87
			CHECK TOTAL	1,309.87
52598	FIRST COMMUNICATIONS, LLC	PHONES-FHGC	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	130.47
		PHONES-CC	CORPORATE / GENERAL ADMINISTRATION	295.19
		PHONES-CC	RECREATION FUND / ADMINISTRATION	295.19
		PHONES-PARKS GARAGE	CORPORATE / PARK MAINTENANCE	115.98
		PHONES-ANNEX	CORPORATE / GENERAL ADMINISTRATION	164.27

DATE: 04/19/24
 TIME: 10:55:33
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 7

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52598	FIRST COMMUNICATIONS, LLC	PHONES-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	183.50
		PHONES-SBAC	RECREATION FUND / PROGRAM AREA B	140.54
		PHONES-FHGC MAINT.	FOXFORD HILLS GOLF CLUB / MAINTENANCE	49.68
			CHECK TOTAL	1,374.82
			CHECK TOTAL	0.00
52600	MENARD'S	PAINT/WALL ADHESIVE/BASE	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	286.57
			CHECK TOTAL	286.57
52601	NADLER GOLF CAR SALES, INC.	GOLF CARTSPRING ASSEMBLY	FOXFORD HILLS GOLF CLUB / OPERATIONS	83.75
			CHECK TOTAL	83.75
52602	O & S ALEXANDER OFFICE LLC	ANNEX RENT-MAY24	CORPORATE / GENERAL ADMINISTRATION	2,760.00
			CHECK TOTAL	2,760.00
52603	REVELS	HYDRAULIC MOTOR/SEAL KIT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	885.15
			CHECK TOTAL	885.15
52604	NATALIE OBRIEN	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	60.00
			CHECK TOTAL	60.00
52605	SHAWN ZIMMERMAN	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	14.00
			CHECK TOTAL	14.00
52606	SYSKO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	819.81
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	293.47
		OPERATING SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	235.50
		JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	86.15
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.75
		REBATE CREDIT Q3 2023	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	-182.08
		REBATE CREDIT Q3 2023	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	-292.51
			CHECK TOTAL	968.09
52607	VIRTOO SERVICES, LLC.	MS 365 LICENSES/APPRIVER	CORPORATE / GENERAL ADMINISTRATION	240.00
		MS 365 LICENSES/APPRIVER	RECREATION FUND / ADMINISTRATION	240.00
		MS 365 LICENSES/APPRIVER	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRATION	120.00
		IT SERVICE PLAN/SUPPORT	CORPORATE / GENERAL ADMINISTRATION	2,820.00

DATE: 04/19/24
 TIME: 10:55:33
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52607	VIRTOO SERVICES, LLC.	IT SERVICE PLAN/SUPPORT IT SERVICE PLAN/SUPPORT	RECREATION FUND / ADMINISTRATION FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	2,820.00 1,410.00 CHECK TOTAL 7,650.00
52608	ZIEGLER'S ACE HARDWARE	CAULKGUN/UTILITY KNIFE/BLADE	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	33.22 CHECK TOTAL 33.22
52609	COMED	ELECTRIC-PARKING LOT ELECTRIC-PARKING LOT	CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / ADMINISTRATION	12.56 12.57 CHECK TOTAL 25.13
52610	FERGUSON ENTERPRISES INC.	FLUSH HANDLE ASSEMBLY PIPE/FITTINGS	RECREATION FUND / FACILITY MAINTENANCE CORPORATE / PARK MAINTENANCE	18.99 87.02 CHECK TOTAL 106.01
52611	MENARD'S	WATER SOFTENER SPACKLE/PAINT ROLLER/FRAME	RECREATION FUND / FACILITY MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE	34.95 17.65 CHECK TOTAL 52.60
52612	MUNICIPAL APPAREL COMPANY LLC	GOLF HOODIES/POLOS/JACKETS GOLF HOODIES SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS	1,146.00 585.00 27.14 CHECK TOTAL 1,758.14
52613	PDRMA	GRP INSURANCE-MAR24 GRP INSURANCE-MAR24 GRP INSURANCE-MAR24 GRP INSURANCE-MAR24 HEALTH INS CREDIT-PDRMA	CORPORATE / GENERAL ADMINISTRATION CORPORATE / PARK MAINTENANCE RECREATION FUND / ADMINISTRATION RECREATION FUND / FACILITY MAINTENANCE CORPORATE /	7,260.86 19,733.06 10,200.20 3,361.06 -1,490.94 CHECK TOTAL 39,064.24
52614	PLUM GROVE	SUMMER BROCHURE POSTCARDS	RECREATION FUND / COMMUNICATIONS & MARKETING	1,891.46 CHECK TOTAL 1,891.46
52615	VILLAGE OF CARY	ELEVATOR INSPECTION/CERTIFICAT	RECREATION FUND / FACILITY MAINTENANCE	50.00 CHECK TOTAL 50.00
52616	WAREHOUSE DIRECT, INC.	CAN LINERS/GLOVES	CORPORATE / PARK MAINTENANCE	45.72

DATE: 04/19/24
 TIME: 10:55:33
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 9

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52616	WAREHOUSE DIRECT, INC.	CAN LINERS/GLOVES	RECREATION FUND / FACILITY MAINTENANCE	45.72
		CAN LINERS/GLOVES	RECREATION FUND / FACILITY MAINTENANCE	45.72
		CAN LINERS/GLOVES	RECREATION FUND / FACILITY MAINTENANCE	45.72
		CHECK TOTAL		182.88
52617	ZIEGLER'S ACE HARDWARE	I-BEAM LEVELS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	64.58
		LAG SCREWS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	26.59
		CHECK TOTAL		91.17
		CHECK TOTAL		0.00
		CHECK TOTAL		0.00
		CHECK TOTAL		0.00
		CHECK TOTAL		0.00
		CHECK TOTAL		0.00
52623	BMO CORPORATE MASTERCARD	VERIZON-PHONES & TABLETS	CORPORATE / GENERAL ADMINISTRATION	136.10
		COMCAST-ANNEX/CC/HFM PK/PARKS	CORPORATE / GENERAL ADMINISTRATION	1,860.48
		IAPD LEGISLATIVE CONFERENCE	CORPORATE / GENERAL ADMINISTRATION	426.00
		SPRA/IGFOA MEMEBERSHIP	CORPORATE / GENERAL ADMINISTRATION	515.00
		TONER/COPY PAPER/PENS/TAPE	CORPORATE / GENERAL ADMINISTRATION	247.06
		ZOOM/ADOBE/REMARKABLE/POSTING	CORPORATE / GENERAL ADMINISTRATION	824.94
		EMPLOYEE BREAKFAST SUPPLIES	CORPORATE / GENERAL ADMINISTRATION	122.97
		TOLL PASS REPLENISHMENT	CORPORATE / GENERAL ADMINISTRATION	60.00
		SALES TAX CREDIT	CORPORATE / GENERAL ADMINISTRATION	-82.16
		WASTE MGMT-LIONS PK	CORPORATE / PARK MAINTENANCE	121.30
		VERIZON-PHONES & TABLETS	CORPORATE / PARK MAINTENANCE	454.97
		AERATOR STAND ON RENTAL	CORPORATE / PARK MAINTENANCE	250.00
		RISK MGMT CREDIT	CORPORATE / PARK MAINTENANCE	-15.00
		DRILL BITS/CONTOUR GAUGE/MOP	CORPORATE / PARK MAINTENANCE	78.25
		FUEL/BREAK CLEANER	CORPORATE / PARK MAINTENANCE	221.31
		DISPOSABLE GLOVES	CORPORATE / PARK MAINTENANCE	14.99
		FIRE SUITS/GLOVES/HELMET/CPR	CORPORATE / PARK MAINTENANCE	1,440.17
		WATER/GATORADE/PRIME	CORPORATE / PARK MAINTENANCE	73.72
		FILE FOLDERS/NOTE PADS	CORPORATE / PARK MAINTENANCE	29.17

DATE: 04/19/24
 TIME: 10:55:34
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52623	BMO CORPORATE MASTERCARD	MAINTAINX SUBSCRIPTION	CORPORATE / PARK MAINTENANCE	118.00
		TOP SOIL	CORPORATE / PARK MAINTENANCE	234.50
		TOWELS/RAINSUITS/LOCK SET	CORPORATE / PARK MAINTENANCE	260.32
		DOOR HINGE	CORPORATE / PARK MAINTENANCE	5.37
		BOILER PARTS/AIR FILTERS	CORPORATE / PARK MAINTENANCE	172.65
		HERBICIDE/PET BAGS/FLOOD LIGHT	CORPORATE / PARK MAINTENANCE	1,355.74
		TIRES/OIL FILTERS/SPARK PLUGS	CORPORATE / PARK MAINTENANCE	1,964.20
		SAFETY LANE/PLOW PARTS/EXHAUST	CORPORATE / PARK MAINTENANCE	633.42
		VERIZON-PHONES & TABLETS	CORPORATE / PLANNING & DEVELOPMENT	58.80
		SWIM SCHOOL LOGO DESIGN	CORPORATE / COMMUNICATIONS & MARKETING	265.00
		VERIZON-PHONES & TABLETS	CORPORATE / COMMUNICATIONS & MARKETING	93.95
		SHAW ARCHIVE/GODADDY/ADOBE	CORPORATE / COMMUNICATIONS & MARKETING	428.15
		MAIN EVENT/VOLO MUSEUM	RECREATION FUND /	1,695.87
		VERIZON-PHONES & TABLETS	RECREATION FUND / ADMINISTRATION	556.39
		COMCAST-CC FITNESS	RECREATION FUND / ADMINISTRATION	304.26
		IPRA COMMITTEE MTG/SYMPOSIUM	RECREATION FUND / ADMINISTRATION	100.00
		CPR/SECURITY CAMERA/SIGN	RECREATION FUND / ADMINISTRATION	224.74
		BUSINESS CARDS	RECREATION FUND / ADMINISTRATION	52.04
		FILE FOLDERS/PAPER/TONER/PENS	RECREATION FUND / ADMINISTRATION	377.43
		WASTE MGMT-LIONS PK	RECREATION FUND / FACILITY MAINTENANCE	121.29
		ALARM MONITORING	RECREATION FUND / FACILITY MAINTENANCE	75.00
		PNRM/MIPE MTG/TRAINING	RECREATION FUND / FACILITY MAINTENANCE	20.00
		WASTE MGMT-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	119.11
		FUEL	RECREATION FUND / FACILITY MAINTENANCE	50.00
		TP DISPENSER/GLOVES	RECREATION FUND / FACILITY MAINTENANCE	272.91
		DISPOSABLE GLOVES	RECREATION FUND / FACILITY MAINTENANCE	14.99
		MOP HEAD/HANDLE/BUCKET/GLOVES	RECREATION FUND / FACILITY MAINTENANCE	148.19
		WATER SOFTENER	RECREATION FUND / FACILITY MAINTENANCE	46.13
		SAFETY LANE/MUD FLAPS/DAMPER	RECREATION FUND / FACILITY MAINTENANCE	172.29
		AIR FILTERS	RECREATION FUND / FACILITY MAINTENANCE	88.83
		PRINTING SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	23.14
		AIR FILTERS	RECREATION FUND / FACILITY MAINTENANCE	88.85
		WATER FILTER REPLACEMENT	RECREATION FUND / FACILITY MAINTENANCE	57.66
		BAR STOCK	RECREATION FUND / FACILITY MAINTENANCE	42.00
		CHECK VALVE	RECREATION FUND / FACILITY MAINTENANCE	46.67
		SLIDE PUMP FILTER LID	RECREATION FUND / FACILITY MAINTENANCE	95.48
		CO-OP TRIPS/MEALS	RECREATION FUND / PROGRAM AREA A	229.69
		EVENT SUPPLIES EASTER	RECREATION FUND / PROGRAM AREA A	747.84

DATE: 04/19/24
 TIME: 10:55:34
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 11

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT		
52623	BMO CORPORATE MASTERCARD	FOOD FOR HOLIDAY EVENT	RECREATION FUND / PROGRAM AREA B	492.50		
		COMCAST-SBAC	RECREATION FUND / PROGRAM AREA B	430.18		
		CONCESSIONS CLEANING SUPPLIES	RECREATION FUND / PROGRAM AREA B	22.84		
		BIRTHDAY PARTY SUPPLIES	RECREATION FUND / PROGRAM AREA B	392.85		
		EVENT SUPPLIES/STORAGE TOTES	RECREATION FUND / PROGRAM AREA B	1,176.84		
		BADGE CARDS/PRINTER RIBBON	RECREATION FUND / PROGRAM AREA B	163.99		
		ROCK N KIDS	RECREATION FUND / PROGRAM AREA C	892.50		
		COMCAST-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	391.18		
		VERIZON-PHONES & TABLETS	RECREATION FUND / PROGRAM AREA C	108.14		
		EPIC AIR/MARRIOTT THEATRE	RECREATION FUND / PROGRAM AREA C	786.74		
		CRAFT SUPPLIES/PLATES/SOIL	RECREATION FUND / PROGRAM AREA C	979.25		
		CRAFT SUPPLIES/GIFT CARDS	RECREATION FUND / PROGRAM AREA C	404.79		
		FOOD-SNACKS/GIFT CARDS	RECREATION FUND / PROGRAM AREA C	488.22		
		DANCE COSTUMES	RECREATION FUND / PROGRAM AREA D	6,902.73		
		WANDS/POM POMS/ACCESSORIES	RECREATION FUND / PROGRAM AREA D	450.73		
		SOCCER GOALS	RECREATION FUND / PROGRAM AREA D	43.99		
		VERIZON-PHONE & TABLETS	RECREATION FUND / COMMUNICATIONS & MARKETING	14.85		
		ISTOCK SUBSCRIPTION	RECREATION FUND / COMMUNICATIONS & MARKETING	69.60		
		BIKE RACK/ANCHOR	CAPITAL PROJECTS FUND /	1,072.00		
		COMCAST-FHGC	FOXFORD HILLS GOLF CLUB / OPERATIONS	529.78		
		WASTE MGMT-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	653.78		
		COMCAST-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	334.26		
		TORO COMPANY	FOXFORD HILLS GOLF CLUB / MAINTENANCE	260.00		
		WASTE MGMT-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	191.23		
		TONER/STAPLES/POST ITS/SIGN	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	376.92		
		INTWINE CONNECT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	25.00		
			CHECK TOTAL	35,795.06		
		52624	ABSOLUTE SERVICE, INC.	PRESSURE TRANSDUCER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	475.00
					CHECK TOTAL	475.00
		52625	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
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	417.75				

DATE: 04/19/24
 TIME: 10:55:34
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52626	APPRIVER, LLC	MICROSOFT 365 LICENSES	CORPORATE / GENERAL ADMINISTRATION	101.14
			CHECK TOTAL	101.14
52627	BREAKTHRU BEVERAGE ILLINOISLLC	ALCOHOLIC BEVERAGES SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	651.00 6.00
			CHECK TOTAL	657.00
52628	CHAS. HERDRICH & SON, INC.	NON-ALCOHOLIC BEVERAGES ALCOHOLIC BEVERAGES SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	45.98 1,282.50 7.00
			CHECK TOTAL	1,335.48
52629	CHAIN O LAKES LUMBER CO. INC.	CEDAR SPLIT RAIL FENCE	FOXFORD HILLS GOLF CLUB / MAINTENANCE	2,699.00
			CHECK TOTAL	2,699.00
52630	CINTAS CORP	UNIFORMS UNIFORMS UNIFORMS UNIFORMS	CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE	40.49 14.97 41.11 14.35
			CHECK TOTAL	110.92
52631	COBRA GOLF INCORPORATED	GOLF CLUBS-RENTAL SETS SHIPPING GOLF CART BAGS-RENTAL SHIPPING GOLF CLUBS SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS FOXFORD HILLS GOLF CLUB / OPERATIONS	2,359.20 23.28 224.40 24.58 208.05 7.75
			CHECK TOTAL	2,847.26
52632	D & D PLUMBING CONTRACTORS, LLC	BATHROOM FIXTURES INSTALL	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	2,842.00
			CHECK TOTAL	2,842.00
52633	HALOGEN SUPPLY COMPANY, INC.	ACCUTAB/SHOCK/ACID MAGIC	RECREATION FUND / FACILITY MAINTENANCE	7,965.14
			CHECK TOTAL	7,965.14
52634	LAKESHORE BEVERAGE	ALCOHOLIC BEVERAGES SHIPPING ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	531.70 10.00 159.60

DATE: 04/19/24
 TIME: 10:55:34
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52634	LAKESHORE BEVERAGE	ALCOHOLIC BEVERAGE CREDIT	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	-30.00
			CHECK TOTAL	671.30
52635	LRS	TOILET RENTAL-APR24	CORPORATE / PARK MAINTENANCE	228.22
		TOILET RENTAL-APR24	RECREATION FUND / FACILITY MAINTENANCE	228.22
			CHECK TOTAL	456.44
52636	MENARD'S	LYSOL/BOWL BRUSH	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	43.03
		WASHERS/SCREWS/BRACKETS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	93.89
			CHECK TOTAL	136.92
52637	JOHN J. MILES	EMP AUTO REIMB-FEB/APR24	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	1,000.00
			CHECK TOTAL	1,000.00
52638	NCPERS GROUP LIFE INSURANCE	GRP INSURANCE-NCPERS	CORPORATE /	16.00
			CHECK TOTAL	16.00
52639	PERFORMANCE	FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	920.58
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	128.06
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	45.61
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.00
			CHECK TOTAL	1,101.25
52640	PETROCHOICE, LLC	FUEL-SHOP	CORPORATE / PARK MAINTENANCE	1,316.60
			CHECK TOTAL	1,316.60
52641	POSTMASTER CRYSTAL LAKE	SBAC POSTCARD POSTAGE	RECREATION FUND / COMMUNICATIONS & MARKETING	1,905.19
			CHECK TOTAL	1,905.19
52642	MARIA ANDRUSZKIEWICZ	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	8.00
			CHECK TOTAL	8.00
52643	YADIRA AYALA	REFUND ACCOUNT BALANCE	RECREATION FUND / ADMINISTRATION	37.50
			CHECK TOTAL	37.50
52644	SYSKO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	RECREATION FUND / PROGRAM AREA B	1,336.59
		CONCESSION SUPPLIES	RECREATION FUND / PROGRAM AREA B	505.57
		FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,142.48

DATE: 04/19/24
 TIME: 10:55:35
 ID: AP490000.WOW

CARY PARK DISTRICT
 WARRANT NUMBER 042524

PAGE: 14

FROM CHECK # 52546 TO CHECK # 52649

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
52644	SYSKO FOOD SERVICES-CHICAGO	NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	173.27
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.75
		JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	114.54
			CHECK TOTAL	3,280.20
			CHECK TOTAL	0.00
52646	ACUSHNET COMPANY	GOLF SHOES	FOXFORD HILLS GOLF CLUB / OPERATIONS	2,892.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-86.76
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	65.53
		GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	996.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-19.92
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	19.88
		GOLF SHOES	FOXFORD HILLS GOLF CLUB / OPERATIONS	90.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-2.70
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	2.77
		GOLF SHOES	FOXFORD HILLS GOLF CLUB / OPERATIONS	624.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-18.72
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	17.82
		GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	996.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-19.92
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	19.00
		GOLF GLOVES	FOXFORD HILLS GOLF CLUB / OPERATIONS	84.00
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-2.52
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	2.75
			CHECK TOTAL	5,659.21
52647	AIRGAS USA, LLC	CYLINDER RENTAL-MAR24	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	59.36
			CHECK TOTAL	59.36
52648	ANCEL GLINK, P.C.	LEGAL SERVICES-MAR24	CORPORATE / GENERAL ADMINISTRATION	382.50
			CHECK TOTAL	382.50
52649	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	328.33
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	16.05
			CHECK TOTAL	344.38
			WARRANT TOTAL	184,416.68

TREASURER'S REPORT

CARY PARK DISTRICT
FINANCIAL STATEMENTS

FOR THE ELEVEN MONTHS ENDED MARCH 31, 2024

Cary Park District
 Budget Report, All Funds
 Eleven Months Ended March 31, 2024

	Month of March		Eleven Months Ended March 31, 2024		Y-T-D @ 3/31/2023	Fiscal Year 23/24	Eleven 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	7,580	12,900	87,431	86,500	129,221	100,000	87.4%
Program Revenue	77,885	80,821	1,811,401	1,635,090	1,300,481	1,717,680	105.5%
Golf Fees & Charges	48,991	9,271	1,702,750	1,384,360	1,506,227	1,478,824	115.1%
Golf Instruction	-	-	28,935	22,000	31,095	22,000	131.5%
Merchandise, Food & Beverage Sales	10,311	4,850	412,057	338,500	389,676	360,000	114.5%
Rental	9,213	4,859	175,937	154,671	152,114	160,894	109.3%
Investment & Service Fees	34,805	12,944	421,626	145,613	166,198	158,534	266.0%
Grants	-	-	-	136,574	-	136,574	0.0%
Donations/Developer Contributions	15,453	7,650	114,914	85,305	125,027	96,116	119.6%
Advertising	375	-	375	-	-	4,500	8.3%
Sale of Equipment	-	-	44,326	41,764	3,400	51,764	85.6%
Miscellaneous	2,319	15	9,880	5,685	19,729	3,029	326.2%
Total Revenues	206,931	133,310	10,235,979	9,450,015	8,965,713	9,703,868	105.5%
Expenditures							
Operating:							
Personnel & Payroll Related Costs	281,062	279,333	3,635,356	3,489,725	2,881,111	3,765,799	96.5%
Professional Services	83,377	61,143	1,125,764	1,096,876	996,038	1,213,758	92.8%
Services	58,613	70,489	955,927	1,014,159	792,005	1,113,703	85.8%
Commodities	52,930	16,929	765,767	668,313	674,741	716,615	106.9%
Repairs & Maintenance	16,327	11,826	238,569	248,648	308,990	285,548	83.5%
Loss on Disposal of Equipment	-	-	-	-	9,878	-	0.0%
Depreciation	11,000	9,870	96,685	100,225	122,732	110,095	87.8%
Total Operating	503,309	449,590	6,818,068	6,617,946	5,785,495	7,205,518	94.6%
Capital:							
Capital Projects Fund	1,072	38,500	810,183	1,375,010	64,315	1,413,510	57.3%
Cary Grove Development Fund	-	-	-	-	2,273,249	-	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	1,072	38,500	1,002,609	1,648,662	2,469,986	1,888,837	53.1%
Debt:							
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	504,381	488,090	8,976,899	9,422,830	9,494,069	10,250,577	87.6%
Net Addition (Reduction) To Fund Balance	\$ (297,450)	\$ (354,780)	\$ 1,259,080	\$ 27,185	\$ (528,356)	\$ (546,709)	
Beginning Fund Balance May 1, 2023			10,040,373				
Ending Fund Balance March 31, 2024			\$ 11,299,453				

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
Eleven Months Ended March 31, 2024

	Month of March		Eleven Months Ended March 31, 2024		Y-T-D @ 3/31/2023	Fiscal Year 23/24	Eleven Month Actual as a % of Fiscal Year Budget
	Actual	Budget Allocation	Actual	Budget	Actual	Budget	
<i>Operating Revenues</i>							
Golf Course Fees & Charges	\$ 48,991	\$ 9,271	\$ 1,702,750	\$ 1,384,360	\$ 1,506,227	\$ 1,478,824	115.1%
Golf Instruction	-	-	28,935	22,000	31,095	22,000	131.5%
Merchandise, Food & Beverage Sales	10,311	4,850	412,057	338,500	389,676	360,000	114.5%
Investment Income	1,961	-	4,801	-	-	-	
Total Operating Revenues	61,262	14,121	2,148,543	1,744,860	1,926,998	1,860,824	115.46%
<i>Operating Expenses</i>							
Professional Services	63,657	43,406	829,219	762,327	743,764	853,975	97.1%
Services	16,671	11,318	216,628	208,391	149,684	222,788	97.2%
Commodities	15,255	3,247	341,804	313,515	345,300	334,602	102.2%
Repairs & Maintenance	8,160	4,818	107,175	114,381	150,860	121,125	88.5%
Depreciation	11,000	9,870	96,685	100,225	122,732	110,095	87.8%
Total Operating Expenses	114,742	72,659	1,591,509	1,498,839	1,512,340	1,642,585	96.9%
Operating Income	(53,480)	(58,538)	557,033	246,021	414,658	218,239	255.2%
<i>Nonoperating Revenues (Expenses)</i>							
Gain (Loss) on Disposal of Assets	-	-	16,492	-	(9,878)	-	0.0%
Interest Expense - Debt Certificates 2017	-	-	-	-	(894)	-	0.0%
Total Nonoperating Revenues (Expenses)	-	-	16,492	-	(10,772)	-	0.0%
Change in Net Position Before Transfers	(53,480)	(58,538)	573,525	246,021	403,886	218,239	262.8%
Transfer Out - Corporate Fund	-	-	-	-	(50,000)	-	0.0%
Change in Net Position	\$ (53,480)	\$ (58,538)	\$ 573,525	\$ 246,021	\$ 353,886	\$ 218,239	262.8%
Beginning Net Position May 1, 2023			4,441,343				
Ending Net Position March 31, 2024			<u>\$ 5,014,868</u>				

**Cary Park District
Balance Sheet (1)
March 31, 2024**

ASSETS

Cash and Investments	\$ 7,925,344
Receivables:	
Recreation Programs	348,380
Taxes	7,580
Other	19,588
Grant Receivable - ITEP	26,795
Deposits	10,785
Prepaid Expenses	412
Inventory	94,265
Net Fixed Assets (Foxford Hills Golf Club Only)	<u>4,634,882</u>
TOTAL ASSETS	<u>\$ 13,068,031</u>

LIABILITIES

Accounts Payable	\$ 103,883
Accrued Expenditures:	
Payroll	114,814
Insurance	26,284
Other	73,189
Deferred Revenue:	
Recreation Programs	453,295
Foxford Hills Golf Club	97,815
Gift Certificates and Gift Cards	38,845
Deposits	42,564
Bonds Payable	<u>817,890</u>
TOTAL LIABILITIES	1,768,578
 TOTAL FUND BALANCE	 <u>11,299,453</u>
 TOTAL LIABILITIES AND FUND BALANCE	 <u>\$ 13,068,031</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
Eleven Months Ended March 31, 2024

	Balance as of 5/01/23	Net Increase (Decrease)	Balance as of 03/31/24
Cash & Investments			
Harris Bank - Payroll	\$ 1,310	\$ (1,233)	\$ 77
Cary Bank & Trust - Maxsafe Account	716,709	36,335	753,044
Harris Bank - MM	294,914	(125,469)	169,445
Home State Bank - Checking	12,283	26,756	39,039
Home State Bank - MM	252,116	7,194	259,310
The Illinois Funds	6,116,925	584,379	6,701,304
Petty Cash & Cash on Hand	2,625	500	3,125
Total Cash and Investments	\$ 7,396,881	\$ 528,462	\$ 7,925,344

	Balance as of 5/01/23	Net Increase (Decrease)	Balance as of 03/31/24
Fund Balances			
Corporate	2,500,216	\$ 82,375	2,582,591
Recreation	954,643	281,808	1,236,451
Developers' Donations	583,950	138,990	722,940
G.O. Limited Tax Park Bond & Interest	(731,960)	-	(731,960)
2018A Alternate Revenue Bonds	-	-	-
2019A Debt Certificates	-	-	-
Aquatic Center Debt	-	-	-
Audit	9,800	(1,135)	8,665
Capital Projects	753,944	817	754,761
Liability Insurance	88,793	51,127	139,920
Equipment Replacement	692,455	195,994	888,449
IMRF/Social Security	144,731	(15,392)	129,339
Paving and Lighting	69,136	7,959	77,095
Special Recreation	518,587	(49,157)	469,430
Cary Prairie Heritage Fund	14,735	(7,833)	6,902
Foxford Hills Golf Course	4,441,343	573,525	5,014,868
Total All Funds	\$ 10,040,373	\$ 1,259,080	\$ 11,299,453

To: Board of Commissioners
From: Dan Jones, Executive Director
Date: April 25, 2024



RE: Board Meeting Action Items Summary

Providing exceptional recreation, parks and open space opportunities.

VI.A.5 -- Professional Services Agreement, HR Green, Foxford Hills Golf Club, Drainage Improvement Project.

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.

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 concurs with the recommendation of the COW.

COW Recommendation

The Committee recommended (4-0) Board of Commissioners approval of

Motion to Consider

Consent Agenda.

VI.A.6 -- Revision, Policy 1-001 and Policy 1-001, Attachment A, Development of Policies.

Introduction

The Board of Commissioners approves revisions to existing policy or creation of new policy.

Background

Board Memo

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 concurs with the recommendation of the COW.

COW Recommendation

The Committee recommended (4-0) Board of Commissioners approval of Policy 1-001, Development of Policies and Policy 1-001, Attachment A, as revised.

Motion to Consider

Consent Agenda.

VII.B.1 – Cost Share Agreement, Lions Park Paving Project, Aptar Group, Inc. and Cary Park District.

Introduction

The Board of Commissioners approves Cost Share agreements with public and private entities.

Background

The access driveway into Lions Park is owned by the Cary Park District. Adjacent the access driveway is Aptar Group, Inc. Aptar has utilized the access driveway for years for ingress/egress to their facility and to gain access to Silver Lake Rd.

There is an outdated memo of understanding from the mid-80's related to Aptar use of and maintenance responsibilities for the access driveway, much of which has not been adhered to or the detail of such has been lost over time. A new memo of understanding or access usage agreement will need to be executed with Aptar after the Lions Park Paving project is complete. Both Aptar and the Park District are desirable of this.

Since planning for the Lions Park Paving project began, nearly a year ago, Aptar has been invited to participate in the planning process and planning meetings. Staff and engineering consultant HR Green have engaged Aptar regarding their business needs, truck and employee vehicle use of the access driveway. Staff informed Aptar from the start, that the Park District expected Aptar to contribute to the cost of the Lions Park Paving project, specifically in the area of the access drive that Aptar uses daily.

The Cost Share agreement, outlines the financial contribution and payment timeline for Aptar to the Park District related to the project, based on Aptar's "fair share". The Park District identified Aptar's

Board Memo

fair share post bid results for construction and professional engineering agreements being finalized. Aptar's fair share include amounts payable by Aptar for a percentage of construction and professional fees and services related to the access driveway.

The Park District attorney has reviewed the agreement.

Staff Recommendation

Staff recommends the agreement as modified per Board discussion and direction.

COW Recommendation

The Committee recommended a date be added to Section 7 of the agreement.

The Committee recommended (3-1) Board of Commissioners approval of a Cost Share Agreement for the Improvements to the Access Driveway serving Lions Park and Aptar Group, Inc.

Motion to Consider

Move to approve a Cost Share Agreement for the Improvements to the Access Driveway serving Lions Park and Aptar Group, Inc.



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

TABLE OF CONTENTS

- 1.0 PROJECT UNDERSTANDING
- 2.0 SCOPE OF SERVICES
- 3.0 DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
- 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

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 of 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:

\\hrgreen.com\HRG\Data\2023\2302426\Admin\Contract\Client\PSA_HRG_03202023

**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 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.

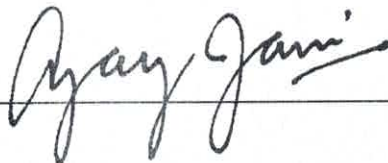
IT IS MUTUALLY UNDERSTOOD AND AGREED that the Company shall have the full control of the ways and means of performing the work referred to above and that the Company or its employees, representatives or subcontractors are in no sense employees of the District, it being specifically agreed that the Company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

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.

Cary Park District
Board Policy Manual

Policy Name: **Name of Policy**

Date Approved: (Board mtg date)
Last Revision: (Board mtg date)
*Last Review: (Review date + note:
Board or Staff review)*
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.

**COST SHARING AGREEMENT FOR THE IMPROVEMENTS TO THE
ACCESS DRIVEWAY SERVING LIONS PARK AND APTARGROUP, INC.**

This Agreement is entered into by and between AptarGroup, Inc., a Delaware Corporation, ("Aptar"), and the Cary Park District, an Illinois park district, ("Park District"). Aptar and the Park District are collectively referred to as the "Parties" and individually as a "Party."

WHEREAS, the Park District and Pittway Corporation entered into a License dated February 12, 1986 which provided for access, construction and maintenance of an access driveway from Silver Lake Road that would serve the property owned by Pittway Corporation at 1160 Silver Lake Road, Cary, Illinois and the Park District's Lions Park;

WHEREAS, Aptar, or an affiliated entity, is the successor owner to Pittway of the property at 1160 Silver Lake Road, Cary, Illinois;

WHEREAS, the Parties agree that the access driveway needs to be improved and replaced and that the cost of the work should be shared by the Parties as provided herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration and pursuant to statutory and home rule authority, the parties agree as follows:

Section 1. The Park District shall undertake the improvement of the access driveway in accordance with the plans and specifications prepared by HR Green which are attached hereto as Exhibit A ("Project").

Section 2. The Park District has publicly bid the Project as required by Illinois law and shall contract with a third party for the Project in accordance with the usual and customary procedures for Park District projects. The Project was bid so the various components were

separated in order to allocate the cost of improvements between the Parties. The results of the bid are available to Aptar upon request.

Section 3. As a result of the public bidding, the share of the Project attributable to Aptar is set forth in Exhibit B, and is \$129,938 ("Aptar's Share").

Section 4. The Parties agree that the amounts set forth in Exhibit B and Aptar's Share may change if unanticipated conditions are encountered during work on the Project or if there are extraordinary changes in other costs. However, should there be any anticipated changes to Aptar's Share, or changes become known, before additional expenditure is approved, Aptar and Park District shall meet to discuss the details of such changes and their potential impact to Aptar's Share. Aptar reserves the right to withhold consent to additional expenditure beyond Aptar's initial commitment of \$129,938.

Section 5. Aptar will advance to Park District 50% of Aptar's Share, \$64,969.00, on or before April 30, 2024. Aptar will advance the Park District 25% of Aptar's Share, \$32,484.50, when the Project begins on or before July 15, 2024. Within 60 days of substantial completion of the Project, the Park District will invoice Aptar for the remaining amount of Aptar's Share, including any increases in the cost of the Project as set forth above in Section 4. In the event construction of the Project does not proceed for any reason, the Park District will refund Aptar's Share to it within thirty (30) days of decision not to proceed with the Project.

Section 6. The contractor is anticipated to begin construction of the Project by July 15, 2024, and that the Project will be substantially completed by September 30, 2024.

Section 7. The Parties acknowledge that the current lease expires on February 11, 2026. Following full payment by Aptar of Aptar's Share, the Parties shall engage in good faith negotiations

regarding the terms of a new agreement regarding access and maintenance, repairs and replacement of the shared access driveway so that negotiations are completed prior to the end of the current License.

Section 8. This Agreement shall be construed without regard to the identity of the Party or its attorney who drafted the various provisions of this Agreement. This Agreement has been drafted for the benefit of both Parties and each of them have consulted with counsel on its terms and provisions.

Section 9. No amendments or modifications to this Agreement shall be effective until reduced to writing and approved and executed by the Parties.

Section 10. The terms and conditions set forth in this Agreement and Exhibits attached hereto supersede all prior oral and written understandings and constitute the entire Agreement between Aptar and the Park District, with respect to the subject matter hereof.

Section 11. This Agreement shall be binding upon all the parties hereto and their respective heirs, successors, administrators, assigns or other successors in interest.

Section 12. The Parties appoint the following people as their respective representatives and for notice relative to the Project and this Agreement:

Park District: Dan Jones
Cary Park District
255 Briargate Road
Cary, IL 60013
224-888-8702
djoncs@carypark.com

Aptar: AptarGroup, Inc.
Attn: General Counsel
265 Exchange Drive, Suite 301
Crystal Lake, Illinois 60014
Legalnotices.glo@aptar.com

Notices hereunder shall be in writing and shall be served by personal delivery, *email* or by delivery from a nationally recognized overnight courier or delivery service.

Section 13. No claim as a third party beneficiary under this Agreement by any person shall be made or be valid against the Parties hereto.

Section 14. This Agreement shall be governed by and enforced in accordance with the laws of the State of Illinois. Jurisdiction for any dispute shall be in the Circuit Court of McHenry County, Illinois.

Section 15. In the event of any litigation arising from or related to this Agreement, The prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorney fees and all other related expenses incurred in such litigation.

Section 16. The people executing this Agreement on behalf of the Parties represent and warrant to the other Party that they have the full authority to enter into this Agreement on behalf of that Party.

Section 17. Time is of the essence in the performance of this Agreement.

Section 18. The recitals and exhibits to this Agreement are incorporated herein by this reference.

AptarGroup, Inc.

By: _____

Dated: _____, 2024

Printed name: _____

Its: _____

Attest: _____

Printed name: _____

Its: _____

CARY PARK DISTRICT

By: _____
Melissa Victor, its President

Dated: _____, 2024

Attest: _____

Dan Jones, its Secretary

EXHIBIT A

PLANS AND SPECIFICATIONS

[to be inserted]

EXHIBIT B

CALCULATION OF APTAR'S FAIR SHARE

Lions Park Paving Project

Aptar = 50% fair share of Design Fees, Construction Costs, Construction Phase/Testing Costs

Construction Fees

(A)	\$160,003
(B)	<u>\$72,718</u>
Total	\$232,721
50%	\$116,361

Design Fees, Construction Phase/Testing Fees As Portion Of Construction Costs

(A)+(B)	\$232,721
(C)	\$1,143,949
(A)+(B)/(C)	20%

Design Fee (HR Green - DD, SD--> Bid)

\$67,300	
20%	\$13,460
50%	\$6,730

Construction Phase/Testing Costs (HR Green)

(D)	\$68,478
20%	\$13,696
50%	6,848

Aptar Fair Share \$129,938



CARY PARK DISTRICT
LIONS PARK PAVING IMPROVEMENTS
CONSTRUCTION BID SUMMARY

		CONSTRUCTION BID SUMMARY
LIONS PARK - UPPER PARKING LOT		\$225,291.26
LIONS PARK - LOWER PARKING LOT		\$389,725.08
LIONS PARK - PRESCHOOL PARKING LOT		\$162,700.70
LIONS PARK - MAIN ACCESS ROAD	(A)	\$160,002.94
LIONS PARK - MAINTENANCE LOT		\$85,258.23
LIONS PARK - LEFT TURN LANE AT SILVER LAKE ROAD	(B)	\$72,718.39
LIONS PARK - MULTI-USE TRAIL EXTENSION		\$48,252.37
TOTAL BID AMOUNT		(C) \$1,143,948.97
10% CONTINGENCY		\$114,395.00
PHASE 3 CONSTRUCTION ENGINEERING & MATERIALS TESTING		(D) \$68,478.00
FFE		\$15,000.00
GRAND TOTAL		\$1,341,821.97