

Cary Park District Board of Commissioners

Regular Board Meeting

September 26, 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
September 26, 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
 - A. Presentation – Northern Illinois Special Recreation Association.
- VI. Consent Agenda
 - A. Action Items
 - 1. Approval – Minutes Regular Board Meeting dated August 22, 2024.
 - 2. Approval – Disbursements in the Amount of \$293,919.25 dated September 26, 2024.
 - 3. Acceptance – Treasurer’s Report dated August 31, 2024.
 - 4. Acceptance – Bid submitted by DK Contractors as the most responsive and responsible in the amount of \$127,860 and to set a construction phase budget not to exceed \$149,000 to complete the Foxford Hills Golf Club Drainage Improvements.
 - 5. Approval – Foxford Hills Golf Club, Management Agreement Extension through January 31, 2028 with GolfVisions, Inc.
 - 6. Approval – Professional Services Agreement with WT Group to provide engineering services to complete Community Center South Exit Improvements in the amount of \$20,100 plus reimbursable expenses.
 - 7. Approval – Professional Services Agreement with Hitchcock Design Group to develop and provide a Comprehensive Master Plan Update 2025 in the amount of \$116,500 plus reimbursable expenses.
- VII. Business Items/Changes, Additions, Deletions
 - A. Any Items Removed from the Consent Agenda
 - B. Action Items
 - 1. Agreement for Use of Cary Park District Community Center Parking Lot between Cary Park District and Sheriff’s Office McHenry County.
 - C. Discussion Items
 - 1. None.
- VIII. Executive Director Report
- IX. Closed Session, **if Necessary**
 - A. Review of Closed Meeting Minutes (5 ILCS 120/2 © (21))
 - B. Purchase or Lease of Real Property (5 ILCS 120/2 © (5))
 - C. Setting of the Price for Sale or Lease of Real Property (5 ILCS 120/2 © (6))
 - D. Pending, Probable or Imminent Litigation (5 ILCS 120/2 © (11))

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. 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
 - 1. For Approval Not Release – February 22, 2024; April 11, 2024; June 13, 2024; July 11, 2024.
 - 2. For Consideration To Release – February 22, 2024; April 11, 2024; June 13, 2024; July 11, 2024.
 - B. Purchase or Lease of Real Property Action
 - C. Setting of the Price for Sale or Lease of Real Property Action
 - D. Pending, Probable or Imminent Litigation Action
 - E. Appointment, Employment, Compensation, Discipline, Performance of Specific Employees Action
- XI. Adjournment

Upcoming Scheduled Meetings

Committee of the Whole, 10/17/2024, 7:00pm**

Regular Board Meeting, 10/24/2024, 7:00pm

**Date change from 10/10/2024.

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

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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
AUGUST 22, 2024

I. CALL TO ORDER

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

II. ROLL CALL

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

Staff

Staff present: Sara Kelly, Deputy Director; Becky Horn, Administrative and Project Specialist; Vicki Krueger, Director of Finance & Administration.

Guests

Jenay DiOrio
Glen Barklow
Laura Tuman
Al Tuman
Sarah Nowak
Declan Carter

III. PLEDGE OF ALLEGIANCE TO THE FLAG

The Pledge of Allegiance was recited.

IV. MATTERS FROM THE PUBLIC

None.

V. ITEMS FROM COMMISSIONERS

Victor thanked the Cary Park District staff for their help making National Night Out a great success.

VI. CONSENT AGENDA

President Frangiamore asked if any items were to be removed from the Consent Agenda. No items were requested for removal.

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

- 1. Approval – Minutes Regular Board Meeting dated July 25, 2024.***
- 2. Approval – Disbursements in the Amount of \$432,047.84 dated August 22, 2024.***
- 3. Acceptance – Treasurer’s Report (Preliminary) dated July 31, 2024.***
- 4. Acceptance – Investment Activity Report dated July 31, 2024.***

Second by Carasso.

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

VII. BUSINESS ITEMS/CHANGES, ADDITIONS, DELETIONS

VII.A. Any Items Removed From Consent Agenda.

None.

VII.B. Action Items

VII.B.1. – Consider – R-2024-25-03, A Resolution Recognizing Connie Nesler’s 23 Years of Employment with the Cary Park District.

Kelly stated the Resolution recognizes Connie Nesler, Assistant Director of Finance & Administration, who will be retiring from the Park District on August 30, 2024.

Stanko moved to approve resolution R-2024-25-03, A Resolution Recognizing Connie Nesler’s 23 Years of Employment with the Cary Park District. Second by Victor.

Kelly read the Resolution aloud. Renner asked Krueger to pass along his congratulations to Nesler. Stanko stated Nesler has always been a tremendous help over the years, taking time to answer his questions and explain information in detail. Stanko thanked Nesler for her hard work. Frangiamore asked Krueger to pass along his congratulations and thank you to Nesler.

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

VII.C. Discussion Items

None.

VIII. Executive Director Report

Kelly reminded the Board the October Committee of the Whole meeting has moved to October 17, 2024. Kelly stated Sunburst Bay is now open weekends only, last day of the season is Monday, September 2. Kelly shared E.T. KidZone started on August 21 and is off to a great start. Kelly added Preschool classes will begin after Labor Day. Kelly reminded the Board that election packets are now available. Kelly provided a brief update on the Foxford Hills Drainage project stating a pre-bid meeting was held on August 20 and bids are due August 27. Kelly stated Walnut Hollow will be closed to the public on August 25. Kelly shared pictures and updates on the Lions Park Paving project. Kelly stated the project is moving along, about 80% of the curbs are complete. Kelly stated the curbs and flatwork will be completed next week and milling will start taking place next week as well. Stanko asked if the project is still on schedule. Kelly responded yes.

Frangiamore asked for a motion to adjourn.

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

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

Meeting adjourned at 7:25PM.

A handwritten signature in black ink, appearing to read "Daniel C. Jones". The signature is written in a cursive style with a large initial "D" and a long, sweeping underline.

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	\$286,275.25
Electronic Fund Transfer	GolfVision	Sales Tax Return-August	Foxford Hills Golf Club	\$5,482.00
Electronic Fund Transfer	IL Dept. of Revenue	Sales Tax Return-August	Cary Park District	\$1,662.00
ACH Pull	Pitney Bowes	Postage Meter Refill	Corp./Gen. Administration	\$500.00
				\$293,919.25

09/26/24

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CARY PARK DISTRICT
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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53299	ALLUVIUM LANDSCAPING	NATURAL AREAS MAINT-VISIT 3-4 NATURAL AREAS MAINT-VISIT 3-4	CORPORATE / PARK MAINTENANCE CARY PRAIRIE HERITAGE /	1,545.50 1,494.50 3,040.00
			CHECK TOTAL	
53300	ALTORFER INDUSTRIES INC	FILTER ELEMENT	CORPORATE / PARK MAINTENANCE	49.23
			CHECK TOTAL	49.23
53301	AMAZON CAPITAL SERVICES	OFFICE SUPPLIES VACUUM BAGS	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	346.53 83.49 430.02
			CHECK TOTAL	
53302	ANDERSON PEST SOLUTIONS	PEST CONTROL-PRESCHOOL PEST CONTROL-CC PEST CONTROL-CC	RECREATION FUND / PROGRAM AREA C CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE	106.65 52.25 52.25 211.15
			CHECK TOTAL	
53303	BLU PETROLEUM	FUEL-FHGC	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,690.76
			CHECK TOTAL	1,690.76
53304	BREAKTHRU BEVERAGE ILLINOISLLC	SHIPPING ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.00 1,172.67 1,178.67
			CHECK TOTAL	
53305	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	83.96 728.55 7.00 819.51
			CHECK TOTAL	
53306	COMED	ELECTRIC-ANNEX ELECTRIC-SBAC ELECTRIC-PRESCHOOL ELECTRIC-KAPER PK	CORPORATE / GENERAL ADMINISTRATION RECREATION FUND / PROGRAM AREA B RECREATION FUND / PROGRAM AREA C RECREATION FUND / ADMINISTRATION	221.13 4,114.64 265.47 47.91 4,649.15
			CHECK TOTAL	
53307	CONSERV FS, INC.	BENTGRASS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	312.50
			CHECK TOTAL	312.50
53308	DISC GOLF DISTRIBUTION	DISC GOLF PARK TEESIGN FACEPLT	CORPORATE / PARK MAINTENANCE	41.05
			CHECK TOTAL	41.05

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53309	HALOGEN SUPPLY COMPANY, INC.	ACCUTAB/ACID MAGIC/DIA EARTH	RECREATION FUND / FACILITY MAINTENANCE	3,659.56
			CHECK TOTAL	3,659.56
53310	ILL. DEPT.OF NATURAL RESOURCES	BURN MGR APP FEE	CORPORATE / PARK MAINTENANCE	50.00
			CHECK TOTAL	50.00
53311	LAKESHORE BEVERAGE	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	332.35
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	10.00
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	399.00
			CHECK TOTAL	741.35
53312	LANGUAGE IN ACTION INC	SPANISH/WRITING ZOOM CLASSES	RECREATION FUND / PROGRAM AREA D	104.00
			CHECK TOTAL	104.00
53313	O'REILLY AUTOMOTIVE INC	HYDRAULIC FILTER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	16.47
			CHECK TOTAL	16.47
53314	SYSCO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	RECREATION FUND / PROGRAM AREA B	361.33
		OPERATING SUPPLIES	RECREATION FUND / PROGRAM AREA B	35.96
			CHECK TOTAL	397.29
53315	TEMPLE HEART LLC	SOCCER TRAINING	RECREATION FUND / PROGRAM AREA D	225.00
			CHECK TOTAL	225.00
53316	TRITZ BEVERAGE SYSTEMS INC.	LINES CLEANED	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	50.00
			CHECK TOTAL	50.00
53317	MELISSA VICTOR	REIMB-NRPA TRAVEL	CORPORATE / GENERAL ADMINISTRATION	235.03
			CHECK TOTAL	235.03
53318	VIRTOO SERVICES, LLC.	BATTERY BACKUP TOWER-SBAC	RECREATION FUND / ADMINISTRATION	189.00
		LAPTOPS	CORPORATE / GENERAL ADMINISTRATION	4,042.00
			CHECK TOTAL	4,231.00
53319	WAREHOUSE DIRECT, INC.	JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	16.90
		JANITORIAL SUPPLIES	CORPORATE / PARK MAINTENANCE	16.90
		JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	16.90
		JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	16.90

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53319	WAREHOUSE DIRECT, INC.	JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	16.90
			CHECK TOTAL	84.50
53320	AIRGAS USA, LLC	CYLINDER RENTAL-JUL24	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	59.36
			CHECK TOTAL	59.36
53321	ALTORFER INDUSTRIES INC	AIR FILTER/MAIN ELEMENT	CORPORATE / PARK MAINTENANCE	559.79
		HYDRAULIC FILTER	CORPORATE / PARK MAINTENANCE	52.62
		THERMOSTAT AND HOUSING	CORPORATE / PARK MAINTENANCE	120.49
			CHECK TOTAL	732.90
53322	CARY GYMNASTICS CENTER INC.	MAY GYMNASTICS	RECREATION FUND / PROGRAM AREA D	1,548.00
			CHECK TOTAL	1,548.00
53323	GET HOOKED LLC	FISHING CLASSES	RECREATION FUND / PROGRAM AREA D	460.00
			CHECK TOTAL	460.00
53324	GLOBAL INDUSTRIAL	POOL UMBRELLAS	RECREATION FUND / FACILITY MAINTENANCE	1,319.34
			CHECK TOTAL	1,319.34
53325	LEIBOLD IRRIGATION, INC.	IRRIGATION REPAIRS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,030.74
			CHECK TOTAL	1,030.74
53326	DOUG MOORE	GARDEN PROJECT 2024	CORPORATE / PARK MAINTENANCE	600.18
			CHECK TOTAL	600.18
53327	VANDERSTAPPEN LAND SURVEYING,	TOPOGRAPHIC SURVEY-CG PARK	SPECIAL RECREATION FUND /	2,200.00
		TOPOGRAPHIC SURVEY-CG PARK	CORPORATE / PLANNING & DEVELOPMENT	2,200.00
			CHECK TOTAL	4,400.00
53328	CRYSTAL MAINTENANCE SERVICES,	CLEANING SEP24-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	1,680.00
		CLEANING SEP24-CC	RECREATION FUND / FACILITY MAINTENANCE	3,280.00
		CLEANING JUL24-ANNEX	CORPORATE / PARK MAINTENANCE	-345.00
			CHECK TOTAL	4,615.00
53329	LAKESHORE BEVERAGE	NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	325.75
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	10.00
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	239.40
			CHECK TOTAL	575.15

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53330	PERFORMANCE FOOD GROUP, INC.	FOOD FOR RESALE NON-ALCOHOLIC BEVERAGES SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	901.89 460.86 7.00
			CHECK TOTAL	1,369.75
53331	SYSCO FOOD SERVICES-CHICAGO	PROGRAM SUPPLIES-SNACKS FOOD FOR RESALE NON-ALCOHOLIC BEVERAGES OPERATING SUPPLIES SHIPPING JANITORIAL SUPPLIES	RECREATION FUND / PROGRAM AREA C 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	878.35 534.50 724.59 369.13 6.50 200.28
			CHECK TOTAL	2,713.35
53332	ALTORFER INDUSTRIES INC	FILTERS/OIL	CORPORATE / PARK MAINTENANCE	78.15
			CHECK TOTAL	78.15
53333	BLU PETROLEUM	FUEL-SHOP	CORPORATE / PARK MAINTENANCE	616.60
			CHECK TOTAL	616.60
53334	BREAKTHRU BEVERAGE ILLINOISLLC	ALCOHOLIC BEVERAGES SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	840.24 6.00
			CHECK TOTAL	846.24
53335	BURRIS EQUIPMENT CO.	BRUSH KNIFE	FOXFORD HILLS GOLF CLUB / MAINTENANCE	73.98
			CHECK TOTAL	73.98
53336	DAIRY QUEEN OF CARY	FOOD FOR RESALE-BLIZZARDS FOOD FOR RESALE-BLIZZARDS FOOD FOR RESALE-BLIZZARDS	RECREATION FUND / PROGRAM AREA B RECREATION FUND / PROGRAM AREA B RECREATION FUND / PROGRAM AREA B	1,250.00 1,250.00 1,250.00
			CHECK TOTAL	3,750.00
53337	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	91.96 1,240.10 7.00
			CHECK TOTAL	1,339.06
53338	CINTAS CORP	UNIFORMS UNIFORMS	CORPORATE / PARK MAINTENANCE RECREATION FUND / FACILITY MAINTENANCE	40.49 14.97
			CHECK TOTAL	55.46

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53339	CRYSTAL LAKE PARK DISTRICT	CO-OP TRIP-PROGRESSIVE LUNCH	RECREATION FUND / PROGRAM AREA A	346.64
			CHECK TOTAL	346.64
			CHECK TOTAL	0.00
53341	CONSTELLATION NEW ENERGY, INC	ELECTRIC-CC	CORPORATE / GENERAL ADMINISTRATION	1,097.87
		ELECTRIC-CC	RECREATION FUND / ADMINISTRATION	1,097.86
		ELECTRIC-FHGC BATHRM	FOXFORD HILLS GOLF CLUB / OPERATIONS	31.23
		ELECTRIC-FHGC BATHRM	FOXFORD HILLS GOLF CLUB / OPERATIONS	24.60
		ELECTRIC-VETERANS PK	CORPORATE / GENERAL ADMINISTRATION	76.64
		ELECTRIC-CG PARK	RECREATION FUND / ADMINISTRATION	40.85
		ELECTRIC-FHGC WELL1	FOXFORD HILLS GOLF CLUB / MAINTENANCE	2,354.28
		ELECTRIC-FHGC IRRIGATION	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,165.55
		ELECTRIC-DRIVING RANGE	FOXFORD HILLS GOLF CLUB / OPERATIONS	74.50
		ELECTRIC-WATER PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	25.37
		ELECTRIC-WATER PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	24.53
		ELECTRIC-PARKS GARAGE	CORPORATE / GENERAL ADMINISTRATION	357.66
		ELECTRIC-PARKS GARAGE	RECREATION FUND / ADMINISTRATION	357.65
		ELECTRIC-JC PARK	CORPORATE / GENERAL ADMINISTRATION	51.18
			CHECK TOTAL	6,779.77
53342	COMED	ELECTRIC-LIONS PK	CORPORATE / GENERAL ADMINISTRATION	22.37
		ELECTRIC-HOFFMAN PK	CORPORATE / GENERAL ADMINISTRATION	58.88
			CHECK TOTAL	81.25
53343	CRYSTAL MAINTENANCE SERVICES,	CLEANING AUG24-SBAC	RECREATION FUND / FACILITY MAINTENANCE	2,780.00
			CHECK TOTAL	2,780.00
53344	EVANS CARPET CLEANING PLUS INC	CARPET CLEANING	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	660.00
			CHECK TOTAL	660.00
53345	HR GREEN, INC.	LIONS PK PAVEMENT PROJECT	CAPITAL PROJECTS FUND /	2,957.18
			CHECK TOTAL	2,957.18
53346	LRS	TOILET RENTAL-SEP24	CORPORATE / PARK MAINTENANCE	244.44
		TOILET RENTAL-SEP24	RECREATION FUND / FACILITY MAINTENANCE	244.44
			CHECK TOTAL	488.88

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53347	MENARD'S	STAKES/CONCRETE FORMING	CAPITAL PROJECTS FUND /	18.48
			CHECK TOTAL	18.48
53348	NADLER GOLF CAR SALES, INC.	GOLF CART REPAIRS	FOXFORD HILLS GOLF CLUB / OPERATIONS	99.07
		GOLF CART REPAIRS	FOXFORD HILLS GOLF CLUB / OPERATIONS	276.38
			CHECK TOTAL	375.45
53349	NICOR GAS	HEAT/GAS-SBAC	RECREATION FUND / PROGRAM AREA B	2,150.24
		HEAT/GAS-ANNEX	CORPORATE / GENERAL ADMINISTRATION	240.43
			CHECK TOTAL	2,390.67
53350	O'REILLY AUTOMOTIVE INC	GRINDING WHEEL/BLADE/DISC	FOXFORD HILLS GOLF CLUB / MAINTENANCE	32.46
			CHECK TOTAL	32.46
53351	PRODUCTIVE PARKS LLC	USER ADD ON-PRODUCTIVE PKS	CORPORATE / PARK MAINTENANCE	266.00
			CHECK TOTAL	266.00
53352	CAROL ELLIS	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	15.00
			CHECK TOTAL	15.00
53353	JENNY FLORES	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	300.00
			CHECK TOTAL	300.00
53354	VIRGINIA KOBAK	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	23.00
			CHECK TOTAL	23.00
53355	MICHELLE KURTZ	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	75.00
			CHECK TOTAL	75.00
53356	JESSICA LEPAGE	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	99.00
			CHECK TOTAL	99.00
53357	BRITTANY MILLER	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	30.00
			CHECK TOTAL	30.00
53358	KINJAL NAYI	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	59.50
			CHECK TOTAL	59.50

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CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53359	MELISSA SAWCZENKO	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	65.00
			CHECK TOTAL	65.00
53360	LINDSAY WIANS	REFUND CREDIT BALANCE	RECREATION FUND / ADMINISTRATION	80.00
			CHECK TOTAL	80.00
53361	JANA LEE SINN	BATON TWIRLING CLASS	RECREATION FUND / PROGRAM AREA D	158.40
			CHECK TOTAL	158.40
53362	SYSO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,631.21
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	281.82
		OPERATING SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	374.12
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.50
		JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	121.96
			CHECK TOTAL	2,415.61
53363	WIILCOM BUSINESS SOLUTIONS, INC	SECURITY/FIRE ALM-VISIT/LABOR	CORPORATE / PARK MAINTENANCE	255.00
			CHECK TOTAL	255.00
53364	ADVANCE STORES COMPANY, INC	GATES	FOXFORD HILLS GOLF CLUB / MAINTENANCE	138.60
			CHECK TOTAL	138.60
53365	CHAS. HERDRICH & SON, INC.	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,065.30
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.00
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	45.98
			CHECK TOTAL	1,118.28
53366	CONSTELLATION NEW ENERGY, INC	ELECTRIC-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	364.15
		ELECTRIC-FHGC CLUBHS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	2,778.49
		ELECTRIC-FHGC WELL2	FOXFORD HILLS GOLF CLUB / MAINTENANCE	272.95
			CHECK TOTAL	3,415.59
53367	COMED	ELECTRIC-PARKING LOT	CORPORATE / GENERAL ADMINISTRATION	12.74
		ELECTRIC-PARKING LOT	RECREATION FUND / ADMINISTRATION	12.74
			CHECK TOTAL	25.48
53368	FORE BETTER GOLF	COLOR SCORECARDS	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,890.00
			CHECK TOTAL	1,890.00

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53369	HALOGEN SUPPLY COMPANY, INC.	ACCUTAB/SODIUM BIO/DEGREASER	RECREATION FUND / FACILITY MAINTENANCE	4,376.50
			CHECK TOTAL	4,376.50
53370	CHASING CREATIVITY ART STUDIO	ART CAMP CLASSES	RECREATION FUND / PROGRAM AREA D	1,386.00
			CHECK TOTAL	1,386.00
53371	HR GREEN, INC.	LIONS PK PAVEMENT PROJECT	CAPITAL PROJECTS FUND /	10,306.52
			CHECK TOTAL	10,306.52
53372	MCHENRY COUNTY COLLECTOR	19-14-100-019/2ND INSTALL 2023	CORPORATE / GENERAL ADMINISTRATION	692.01
		19-15-400-026/2ND INSTALL 2023	CORPORATE / GENERAL ADMINISTRATION	1,773.55
		20-07-100-012/2ND INSTALL 2023	CORPORATE / GENERAL ADMINISTRATION	581.04
		20-18-226-006/2ND INSTALL 2023	CORPORATE / GENERAL ADMINISTRATION	183.80
			CHECK TOTAL	3,230.40
53373	JOHN J. MILES	EMP AUTO REIMB-AUG24	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	500.00
			CHECK TOTAL	500.00
53374	NICOR GAS	HEAT/GAS-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	89.67
			CHECK TOTAL	89.67
53375	NORTHWESTERN MED OCC HEALTH	DRUG SCREEN	CORPORATE / PARK MAINTENANCE	42.00
			CHECK TOTAL	42.00
53376	LOREN PURCELL	MILEAGE REIMBSMT	CORPORATE / GENERAL ADMINISTRATION	14.07
		MILEAGE REIMBSMT	RECREATION FUND / ADMINISTRATION	14.07
			CHECK TOTAL	28.14
53377	REVELS	V-BELT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	55.81
		STATIONARY/SCREWS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,426.86
			CHECK TOTAL	1,482.67
53378	SUNBURST SPORTSWEAR, INC.	CPD APPAREL-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	220.92
		CPD APPAREL-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	37.96
			CHECK TOTAL	258.88
53379	SYSKO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	RECREATION FUND / PROGRAM AREA B	526.99
		FOOD FOR RESALE	RECREATION FUND / PROGRAM AREA B	447.04

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CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53379	SYSO FOOD SERVICES-CHICAGO	OPERATING SUPPLIES	RECREATION FUND / PROGRAM AREA B	98.32
		FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,038.04
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	768.07
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	49.39
		OPERATING SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	266.53
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.50
		JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	189.74
			CHECK TOTAL	3,390.62
53380	TRITZ BEVERAGE SYSTEMS INC.	LINES CLEANED	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	50.00
			CHECK TOTAL	50.00
53381	VIRTOO SERVICES, LLC.	STALE MAILBOXES DELETED	CORPORATE / GENERAL ADMINISTRATION	49.50
		STALE MAILBOXES DELETED	RECREATION FUND / ADMINISTRATION	49.50
		STALE MAILBOXES DELETED	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	24.75
			CHECK TOTAL	123.75
53382	AMAZON CAPITAL SERVICES	DIGITAL TIMER/CABLE LABELS	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	117.26
			CHECK TOTAL	117.26
53383	CLUB CAR, LLC	GPS FOR GOLF CARTS-SEP24	FOXFORD HILLS GOLF CLUB / OPERATIONS	3,600.00
			CHECK TOTAL	3,600.00
53384	GOLFVISIONS MANAGEMENT, INC.	MANAGEMT FEE-SEP24	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	1,021.44
			CHECK TOTAL	5,573.29
53385	MENARD'S	ORGANIZER/HAMPER/FAN/LATCH	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	796.26
		GARBAGE BAGS/STORAGE BOX	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	162.20
		JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	71.31
			CHECK TOTAL	1,029.77
53386	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

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53387	VIRTOO SERVICES, LLC.	IT SERVICE PLAN/SUPPORT	CORPORATE / GENERAL ADMINISTRATION	2,961.00
		IT SERVICE PLAN/SUPPORT	RECREATION FUND / ADMINISTRATION	2,961.00
		IT SERVICE PLAN/SUPPORT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	1,480.50
			CHECK TOTAL	7,402.50
53388	AFLAC	GRP INSURANCE-AFLAC	CORPORATE /	370.26
			CHECK TOTAL	370.26
53389	ANDERSON PEST SOLUTIONS	PEST CONTROL-PARKS GARAGE	RECREATION FUND / FACILITY MAINTENANCE	40.55
		PEST CONTROL-PARKS GARAGE	CORPORATE / PARK MAINTENANCE	40.55
		PEST CONTROL-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	135.20
			CHECK TOTAL	216.30
53390	BURRIS EQUIPMENT CO.	COUPLER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	19.14
			CHECK TOTAL	19.14
53391	CENTRAL TURF & IRRIGATION SUPP	SYRINGE HAND PUMP	FOXFORD HILLS GOLF CLUB / MAINTENANCE	97.08
			CHECK TOTAL	97.08
53392	CHAS. HERDRICH & SON, INC.	NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	68.97
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	450.75
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.00
			CHECK TOTAL	526.72
53393	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	40.49
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	14.97
			CHECK TOTAL	55.46
53394	CONSERV FS, INC.	LEAF RAKE	FOXFORD HILLS GOLF CLUB / MAINTENANCE	74.75
			CHECK TOTAL	74.75
53395	FIRST COMMUNICATIONS, LLC	PHONES-SBAC	RECREATION FUND / PROGRAM AREA B	144.46
		PHONES-FHGC	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	134.05
		PHONES-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	51.87
		PHONES-CC	CORPORATE / GENERAL ADMINISTRATION	300.26
		PHONES-CC	RECREATION FUND / ADMINISTRATION	300.26
		PHONES-PARKS GARAGE	CORPORATE / PARK MAINTENANCE	119.21
		PHONES-ANNEX	CORPORATE / GENERAL ADMINISTRATION	168.19

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53395	FIRST COMMUNICATIONS, LLC	PHONES-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	187.76
			CHECK TOTAL	1,406.06
53396	NADLER GOLF CAR SALES, INC.	GOLF CART REPAIRS	FOXFORD HILLS GOLF CLUB / OPERATIONS	9.90
		GOLF CART REPAIRS	FOXFORD HILLS GOLF CLUB / OPERATIONS	288.06
			CHECK TOTAL	297.96
53397	O & S ALEXANDER OFFICE LLC	ANNEX RENT-OCT24	CORPORATE / GENERAL ADMINISTRATION	2,810.00
			CHECK TOTAL	2,810.00
53398	REVELS	LIFT ARMS/LINK ENDS/SUPPORTS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,188.94
		SMOOTH ROLLS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	3,482.91
		MOWER DECK/FRAME	FOXFORD HILLS GOLF CLUB / MAINTENANCE	2,386.65
		ARM/FILTER/BOLTS/BUSHINGS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	668.27
			CHECK TOTAL	7,726.77
53399	SYSO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,190.00
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	266.02
		OPERATING SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	344.88
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.50
		JANITORIAL SUPPLIES	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	96.30
			CHECK TOTAL	1,903.70
53400	ACUSHNET COMPANY	GOLF CLUBS	FOXFORD HILLS GOLF CLUB / OPERATIONS	518.00
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	13.87
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-10.36
		GOLF BALLS	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,498.50
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	47.76
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-29.97
			CHECK TOTAL	2,037.80
53401	BASELINE YOUTH SPORTS, INC.	SOFTBALL UMPIRES	RECREATION FUND / PROGRAM AREA C	240.00
			CHECK TOTAL	240.00
53402	BLU PETROLEUM	FUEL-SHOP	CORPORATE / PARK MAINTENANCE	1,596.01
		FUEL-FHGC	FOXFORD HILLS GOLF CLUB / MAINTENANCE	1,922.76
			CHECK TOTAL	3,518.77

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CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53403	GARY SD 26	ETKZ RENTAL-AUG24	RECREATION FUND / PROGRAM AREA C	3,242.00
			CHECK TOTAL	3,242.00
53404	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	40.49
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	14.97
			CHECK TOTAL	55.46
53405	CONSERV FS, INC.	HERBICIDE	CORPORATE / PARK MAINTENANCE	302.72
		FIELD PAINT	RECREATION FUND / FACILITY MAINTENANCE	378.40
			CHECK TOTAL	681.12
53406	GLOBAL INDUSTRIAL	CEILING FANS	RECREATION FUND / FACILITY MAINTENANCE	207.90
			CHECK TOTAL	207.90
53407	GOLFVISIONS MANAGEMENT, INC.	LIQUOR/TOBACCO LICENSES 23/24	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	2,200.00
		INSURANCE PREMIUM 2024	FOXFORD HILLS GOLF CLUB /	6,232.75
		INSURANCE PREMIUM 2024	FOXFORD HILLS GOLF CLUB /	725.00
		INSURANCE PREMIUM 2024	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	3,787.21
		INSURANCE PREMIUM 2024	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	2,161.00
			CHECK TOTAL	15,105.96
53408	H.R. STEWART, INC.	RPZ CERTIFICATION-CC	RECREATION FUND / FACILITY MAINTENANCE	535.00
		RPZ CERTIFICATION-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	135.00
		RPZ CERTIFICATION-HOFFMAN PK	CORPORATE / PARK MAINTENANCE	235.00
		RPZ CERTIFICATION-KAPER PK	CORPORATE / PARK MAINTENANCE	135.00
		RPZ CERTIFICATION-CG PARK	CORPORATE / PARK MAINTENANCE	470.00
		RPZ CERTIFICATION-SBAC	RECREATION FUND / FACILITY MAINTENANCE	335.00
		RPZ CERTIFICATION-VETERANS PK	CORPORATE / PARK MAINTENANCE	135.00
			CHECK TOTAL	1,980.00
53409	MARK 1 LANDSCAPE INC.	MOWING SERVICES-AUG24	CORPORATE / PARK MAINTENANCE	2,595.50
			CHECK TOTAL	2,595.50
53410	MCHENRY COUNTY CONSERVATION	CAMP ECHO FEL PRO LICENSE FEE	RECREATION FUND / PROGRAM AREA D	25,872.88
			CHECK TOTAL	25,872.88
53411	PDRMA	GRP INSURANCE-AUG24	CORPORATE / GENERAL ADMINISTRATION	12,243.86
		GRP INSURANCE-AUG24	CORPORATE / PARK MAINTENANCE	17,456.25

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53411	PDRMA	GRP INSURANCE-AUG24	RECREATION FUND / ADMINISTRATION	11,873.47
		GRP INSURANCE-AUG24	RECREATION FUND / FACILITY MAINTENANCE	3,361.78
		HEALTH INS CREDIT-PDRMA	CORPORATE /	-1,490.94
			CHECK TOTAL	43,444.42
53412	ROYAL REFRIGERATION, INC.	REFRIGERATOR REPAIR	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	233.14
			CHECK TOTAL	233.14
53413	SYSCO FOOD SERVICES-CHICAGO	PROGRAM SUPPLIES-SNACKS	RECREATION FUND / PROGRAM AREA C	113.60
			CHECK TOTAL	113.60
53414	WAREHOUSE DIRECT, INC.	JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	233.91
		JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	233.91
		JANITORIAL SUPPLIES	RECREATION FUND / FACILITY MAINTENANCE	233.91
		JANITORIAL SUPPLIES	CORPORATE / PARK MAINTENANCE	233.92
			CHECK TOTAL	935.65
53415	ANCEL GLINK, P.C.	LEGAL SERVICES-AUG24	CORPORATE / GENERAL ADMINISTRATION	382.50
			CHECK TOTAL	382.50
53416	ANDERSON PEST SOLUTIONS	PEST CONTROL-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	135.20
			CHECK TOTAL	135.20
53417	APPRIVER, LLC	MICROSOFT 365 LICENSES	CORPORATE / GENERAL ADMINISTRATION	268.65
			CHECK TOTAL	268.65
53418	BELLA BREW COFFEE & BEVERAGE	COFFEE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	288.84
			CHECK TOTAL	288.84
53419	BREAKTHRU BEVERAGE ILLINOISLLC	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,272.63
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.00
			CHECK TOTAL	1,278.63
53420	CHAS. HERDRICH & SON, INC.	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	711.30
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	7.00
			CHECK TOTAL	718.30
53421	CINTAS CORP	UNIFORMS	CORPORATE / PARK MAINTENANCE	40.49

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53421	CINTAS CORP	UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	14.97
		UNIFORMS	CORPORATE / PARK MAINTENANCE	40.49
		UNIFORMS	RECREATION FUND / FACILITY MAINTENANCE	14.97
			CHECK TOTAL	110.92
53422	COBRA GOLF INCORPORATED	GOLF CLUBS	FOXFORD HILLS GOLF CLUB / OPERATIONS	1,327.55
				CHECK TOTAL
53423	CONSERV FS, INC.	SOD/HOSE	FOXFORD HILLS GOLF CLUB / MAINTENANCE	342.88
		CUTRINE-ALGAECIDE	FOXFORD HILLS GOLF CLUB / MAINTENANCE	117.00
		BENTGRASS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	312.50
			CHECK TOTAL	772.38
53424	ESPOSITO ENTERPRISES	DJ-FALL PALOOZA	RECREATION FUND / PROGRAM AREA B	400.00
				CHECK TOTAL
53425	FOCUS MARTIAL ARTS	KARATE CLASSES-SUMMER24	RECREATION FUND / PROGRAM AREA D	630.00
				CHECK TOTAL
53426	FRIENDLY FARMS LTD.	PETTING ZOO-FALL PALOOZA	RECREATION FUND / PROGRAM AREA B	1,600.00
				CHECK TOTAL
53427	GET HOOKED LLC	FISHING CLASSES-FALL24	RECREATION FUND / PROGRAM AREA D	142.00
				CHECK TOTAL
53428	HORNUNG'S GOLF PRODUCTS, INC.	IMPRINTED PENCILS	FOXFORD HILLS GOLF CLUB / OPERATIONS	372.66
				CHECK TOTAL
53429	HOT SHOTS SPORTS	SPORTS CLASSES-SUMMER24	RECREATION FUND / PROGRAM AREA D	1,578.85
				CHECK TOTAL
53430	LAKESHORE BEVERAGE	ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	359.20
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	279.30
		ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	-30.00
			CHECK TOTAL	608.50
53431	LURVEY LANDSCAPE SUPPLY	ASSORTED PLANTS	CORPORATE / PARK MAINTENANCE	379.25
				CHECK TOTAL

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53432	MENARD'S	LEATHER GLOVES	CORPORATE / PLANNING & DEVELOPMENT	2.79
			CHECK TOTAL	2.79
53433	NADLER GOLF CAR SALES, INC.	GOLF CART REPAIRS	FOXFORD HILLS GOLF CLUB / OPERATIONS	247.80
			CHECK TOTAL	247.80
53434	NCPERS GROUP LIFE INSURANCE	GRP INSURANCE-NCPERS	CORPORATE /	16.00
			CHECK TOTAL	16.00
53435	NORTHWESTERN MED OCC HEALTH	DRUG SCREENING	RECREATION FUND / ADMINISTRATION	168.00
		DRUG SCREENING	RECREATION FUND / FACILITY MAINTENANCE	42.00
		DRUG SCREENING	CORPORATE / GENERAL ADMINISTRATION	42.00
		DRUG SCREENING	CORPORATE / PARK MAINTENANCE	84.00
			CHECK TOTAL	336.00
53436	O'REILLY AUTOMOTIVE INC	BATTERY/COUPLER/BEAD SEALER	FOXFORD HILLS GOLF CLUB / MAINTENANCE	114.22
			CHECK TOTAL	114.22
53437	RANGE SERVANT AMERICA, INC.	CARD CHIP READER UPGRADE	FOXFORD HILLS GOLF CLUB / OPERATIONS	2,696.00
			CHECK TOTAL	2,696.00
53438	RECORD-A-HIT-ENTERTAINMENT	BOUNCE HOUSE-FALL PALOOZA	RECREATION FUND / PROGRAM AREA B	1,055.00
			CHECK TOTAL	1,055.00
53439	REINDERS, INC.	COUPLER CAM LOCK	FOXFORD HILLS GOLF CLUB / MAINTENANCE	62.32
			CHECK TOTAL	62.32
53440	REPROGRAPHICS	PRINTING	CORPORATE / PLANNING & DEVELOPMENT	11.52
			CHECK TOTAL	11.52
53441	SHAW SUBURBAN MEDIA GROUP	LEGAL NOTICE-DRAINAGE PROJECT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	189.70
			CHECK TOTAL	189.70
53442	JANA LEE SINN	BATON CLASS-SEPT24	RECREATION FUND / PROGRAM AREA D	12.00
			CHECK TOTAL	12.00
53443	SITEONE LANDSCAPE SUPPLY, LLC	IRRIGATION PARTS	FOXFORD HILLS GOLF CLUB / MAINTENANCE	45.56
			CHECK TOTAL	45.56

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CARY PARK DISTRICT
 WARRANT NUMBER 092624

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53444	SUNBURST SPORTSWEAR, INC.	JERZEES-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	87.80
			CHECK TOTAL	87.80
53445	SYSKO FOOD SERVICES-CHICAGO	FOOD FOR RESALE	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	1,502.59
		NON-ALCOHOLIC BEVERAGES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	406.58
		OPERATING SUPPLIES	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	80.55
		SHIPPING	FOXFORD HILLS GOLF CLUB / FOOD & BEVERAGE	6.50
			CHECK TOTAL	1,996.22
53446	ACUSHNET COMPANY	GOLF BAG	FOXFORD HILLS GOLF CLUB / OPERATIONS	164.50
		DISCOUNTS	FOXFORD HILLS GOLF CLUB / OPERATIONS	-3.29
		SHIPPING	FOXFORD HILLS GOLF CLUB / OPERATIONS	15.00
			CHECK TOTAL	176.21
53447	VIRTOO SERVICES, LLC.	MONITORS/BATTER BACK-UP	CORPORATE / GENERAL ADMINISTRATION	557.06
			CHECK TOTAL	557.06
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
			CHECK TOTAL	0.00
53453	BMO CORPORATE MASTERCARD	FRADULENT CHARGE	CORPORATE /	-719.90
		FOUNDATION SOS RPT FILING	CORPORATE /	11.00
		VERIZON-PHONES & TABLETS	CORPORATE / GENERAL ADMINISTRATION	183.25
		COMCAST-ANNEX/CC/HFM PK	CORPORATE / GENERAL ADMINISTRATION	1,317.81
		NRPA/IPRA/ELEVATE CONFERENCE	CORPORATE / GENERAL ADMINISTRATION	1,505.95
		SUPPLIES FOR TRAINING	CORPORATE / GENERAL ADMINISTRATION	775.86
		BATTERIES/DESK/CHAIR/TONER	CORPORATE / GENERAL ADMINISTRATION	2,061.25
		ZOOM/ADOBE	CORPORATE / GENERAL ADMINISTRATION	132.44
		EMPLOYEE PARTY SUPPLIES	CORPORATE / GENERAL ADMINISTRATION	1,230.44
		TOLL PASS REPLENISHMENT	CORPORATE / GENERAL ADMINISTRATION	52.30
		FINEPRINT/MONITOR WALL MOUNT	CORPORATE / GENERAL ADMINISTRATION	103.12

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CARY PARK DISTRICT
 WARRANT NUMBER 092624

FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53453	BMO CORPORATE MASTERCARD	WASTE MGMT-LIONS PK	CORPORATE / PARK MAINTENANCE	121.30
		VERIZON-PHONES & TABLETS	CORPORATE / PARK MAINTENANCE	446.86
		TRACKED CONCRETE BUGGY RENTAL	CORPORATE / PARK MAINTENANCE	200.00
		MIPE/TURF EDUCATION/TREE ID	CORPORATE / PARK MAINTENANCE	1,427.00
		CREEPER/BACKPACK SPRAYER	CORPORATE / PARK MAINTENANCE	300.86
		TABLET CASE	CORPORATE / PARK MAINTENANCE	35.09
		EYEWEAR/BANDAGES/GAUZE/OINTMT	CORPORATE / PARK MAINTENANCE	72.99
		SAFETY LUNCH	CORPORATE / PARK MAINTENANCE	297.73
		WATER/GATORADE	CORPORATE / PARK MAINTENANCE	81.92
		PRINTER/STAPLER	CORPORATE / PARK MAINTENANCE	99.99
		MAINTAINX SUBSCRIPTION	CORPORATE / PARK MAINTENANCE	118.00
		TOP SOIL	CORPORATE / PARK MAINTENANCE	17.22
		WASP SPRAY/TOTES/FLAG/LOCK	CORPORATE / PARK MAINTENANCE	445.58
		FIRE TABLET	CORPORATE / PARK MAINTENANCE	139.99
		WATER TEST KIT/SENSOR	CORPORATE / PARK MAINTENANCE	277.76
		PET WASTE BAGS/DISPENSER/PUMP	CORPORATE / PARK MAINTENANCE	1,261.73
		V-BELT/ROCKER SWITCH/SEALANT	CORPORATE / PARK MAINTENANCE	302.72
		SAFETY LANE/STARTER/BATTERY	CORPORATE / PARK MAINTENANCE	959.63
		VERIZON-PHONES & TABLETS	CORPORATE / PLANNING & DEVELOPMENT	58.80
		VERIZON-PHONES & TABLETS	CORPORATE / COMMUNICATIONS & MARKETING	93.97
		NW HERALD/ADOBE	CORPORATE / COMMUNICATIONS & MARKETING	196.18
		VERIZON-PHONES & TABLETS	RECREATION FUND / ADMINISTRATION	665.57
		COMCAST-CC FITNESS	RECREATION FUND / ADMINISTRATION	304.26
		AMERICAN RED CROSS TRAINING	RECREATION FUND / ADMINISTRATION	210.00
		CPRP RENEWAL	RECREATION FUND / ADMINISTRATION	70.00
		BLINK SUB/FIRST AID SUPPLIES	RECREATION FUND / ADMINISTRATION	171.51
		COPY PAPER/TONER/LABELS	RECREATION FUND / ADMINISTRATION	322.45
		WASTE MGMT-LIONS PK	RECREATION FUND / FACILITY MAINTENANCE	121.29
		TPL TRAINING	RECREATION FUND / FACILITY MAINTENANCE	595.00
		WASTE MGMT-PRESCHOOL	RECREATION FUND / FACILITY MAINTENANCE	119.11
		WASTE MGMT-SBAC	RECREATION FUND / FACILITY MAINTENANCE	506.72
		CLAMP METER/WIRE STRIPPER	RECREATION FUND / FACILITY MAINTENANCE	156.73
		DISINFECTANT SPRAY/CARPET	RECREATION FUND / FACILITY MAINTENANCE	92.54
		BROOM HANDLE/BRUSH	RECREATION FUND / FACILITY MAINTENANCE	103.69
		DPD TEST KIT	RECREATION FUND / FACILITY MAINTENANCE	55.90
		FANS/SHELF/KEY SET/FASTENERS	RECREATION FUND / FACILITY MAINTENANCE	256.79
		TAPE/GLUE	RECREATION FUND / FACILITY MAINTENANCE	25.62
		FUSE	RECREATION FUND / FACILITY MAINTENANCE	6.26

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CARY PARK DISTRICT
 WARRANT NUMBER 092624

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FROM CHECK # 53299 TO CHECK # 53453

CHECK #	VENDOR NAME	TRANSACTION DESCRIPTION	FUND / DEPARTMENT CHARGED	AMOUNT
53453	BMO CORPORATE MASTERCARD	FASTENERS	RECREATION FUND / FACILITY MAINTENANCE	3.04
		OUTLETS	RECREATION FUND / FACILITY MAINTENANCE	101.37
		CONDENSATE NEUTRALIZER	RECREATION FUND / FACILITY MAINTENANCE	83.97
		POOL FILTER LID/FASTENERS	RECREATION FUND / FACILITY MAINTENANCE	106.40
		CO-OP TRIPS/MEALS	RECREATION FUND / PROGRAM AREA A	437.54
		BINGO/CRAFT/PARTY SUPPLIES	RECREATION FUND / PROGRAM AREA A	1,436.28
		COMCAST-SBAC	RECREATION FUND / PROGRAM AREA B	500.19
		OPERATING SUPPLIES	RECREATION FUND / PROGRAM AREA B	143.95
		MERCHANDISE FOR RESALE	RECREATION FUND / PROGRAM AREA B	461.29
		CASH BOX	RECREATION FUND / PROGRAM AREA B	19.79
		CUPCAKES/JUICE/GIFT CARDS	RECREATION FUND / PROGRAM AREA B	523.72
		TONER/DPD/RECEIPT ROLLS	RECREATION FUND / PROGRAM AREA B	450.50
		COMCAST-PRESCHOOL	RECREATION FUND / PROGRAM AREA C	284.90
		ROCK N KIDS	RECREATION FUND / PROGRAM AREA C	540.00
		VERIZON-PHONES & TABLETS	RECREATION FUND / PROGRAM AREA C	76.26
		MAIN EVENT/ALL SEASONS ORCHARD	RECREATION FUND / PROGRAM AREA C	371.85
		SANITIZER/BANDAGES/GAUZE/WASH	RECREATION FUND / PROGRAM AREA C	36.95
		PAPER/CRAFTS/BOOKS/WIPES	RECREATION FUND / PROGRAM AREA C	1,436.42
		BLOCKS/ACTION FIGURES/DOLLS	RECREATION FUND / PROGRAM AREA C	272.95
		XTREME WHEELS/PODS RENTAL	RECREATION FUND / PROGRAM AREA D	5,953.89
		PIPE CLEANERS/CONSTRUCTION PAP	RECREATION FUND / PROGRAM AREA D	71.76
		PIZZA	RECREATION FUND / PROGRAM AREA D	248.40
		FB AD-FALL BROCHURE	RECREATION FUND / COMMUNICATIONS & MARKETING	484.00
		VERIZON-PHONES & TABLETS	RECREATION FUND / COMMUNICATIONS & MARKETING	14.85
		TRAIL KIOSK POSTERS	RECREATION FUND / COMMUNICATIONS & MARKETING	175.42
		COMCAST-FHGC	FOXFORD HILLS GOLF CLUB / OPERATIONS	378.43
		WASTE MGMT-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	191.23
		COMCAST-FHGC MAINT	FOXFORD HILLS GOLF CLUB / MAINTENANCE	205.85
		TORO COMPANY	FOXFORD HILLS GOLF CLUB / MAINTENANCE	260.00
		WASTE MGMT-FHGC	FOXFORD HILLS GOLF CLUB / CLUBHOUSE	191.23
		INTWINE CONNECT	FOXFORD HILLS GOLF CLUB / GENERAL & ADMINISTRAT	40.00
			CHECK TOTAL	32,894.71
			WARRANT TOTAL	286,275.25

TREASURER'S REPORT

CARY PARK DISTRICT
FINANCIAL STATEMENTS

FOR THE FOUR MONTHS ENDED August 31, 2024

Cary Park District
 Budget Report, All Funds
 For the Four Months Ended August 31, 2024

	Month of August		Four Months Ended August 31, 2024		Y-T-D @ 8/31/2023	Fiscal Year 24/25	Year Actual as a % of Fiscal Year Budget
	Actual	Budget	Actual	Budget	Actual	Budget	
Revenues							
Real Estate Taxes	\$ 158,173	\$ 2,143,458	\$ 3,264,178	\$ 5,218,605	\$ 4,765,714	\$ 5,715,888	57.1%
Replacement Tax	-	-	19,456	20,241	29,421	115,182	16.9%
Program Revenue	133,091	256,183	1,351,964	1,285,151	1,153,464	2,097,700	64.4%
Golf Fees & Charges	297,222	288,246	1,296,654	1,162,528	1,258,374	1,702,535	76.2%
Golf Instruction	1,540	1,760	31,675	19,940	26,155	25,000	126.7%
Merchandise, Food & Beverage Sales	76,967	71,391	302,914	251,411	303,184	397,225	76.3%
Rental	27,424	18,728	80,381	127,209	127,392	180,975	44.4%
Investment & Service Fees	42,715	26,198	156,776	114,676	141,823	281,800	55.6%
Grants	-	-	26	-	-	-	> 100%
Donations/Developer Contributions	2,522	2,687	2,522	16,487	3,881	38,987	6.5%
Advertising	-	-	-	375	-	4,000	0.0%
Sale of Equipment	4,600	-	4,600	10,000	-	97,833	4.7%
Miscellaneous	68	2,513	102,607	7,553	715	17,406	589.5%
Total Revenues	744,322	2,811,164	6,613,753	8,234,175	7,810,124	10,674,531	62.0%
Expenditures							
<u>Operating:</u>							
Personnel & Payroll Related Costs	353,307	422,548	1,821,488	1,827,797	1,679,831	4,334,467	42.0%
Professional Services	123,075	118,677	601,166	537,065	548,171	1,306,240	46.0%
Services	133,386	134,240	554,530	524,143	441,651	1,195,725	46.4%
Commodities	113,195	117,777	526,766	526,528	472,686	855,150	61.6%
Repairs & Maintenance	15,439	31,999	149,308	174,122	101,321	303,904	49.1%
Depreciation and Amortization	10,246	10,392	38,649	38,092	-	143,377	27.0%
Interest Expense GASB 96	-	-	-	-	33,536	-	-
Total Operating	748,648	835,633	3,691,906	3,627,747	3,277,195	8,138,863	45.4%
<u>Capital:</u>							
Capital Projects Fund	13,282	454,500	29,540	891,750	226,682	1,764,000	1.7%
Capital Equipment Replacement Fund	4,600	-	186,885	183,362	63,944	446,885	41.8%
Other	1,116	-	16,829	109,130	10,882	109,130	15.4%
Total Capital	18,998	454,500	233,254	1,184,242	301,508	2,320,015	10.1%
<u>Debt:</u>							
G.O. Limited Tax Park Bond & Interest	-	-	-	-	-	46,138	0.0%
2018A Alternate Revenue Bonds	-	-	45,334	45,334	49,159	350,669	12.9%
Debt Certificates, 2019A	-	-	1,859	1,859	3,628	194,429	1.0%
Sunburst Bay Aquatic Center Debt	-	-	105,495	105,495	107,133	570,990	18.5%
Total Debt Service	-	-	152,688	152,688	159,920	1,162,226	13.1%
Total Expenditures	767,646	1,290,133	4,077,849	4,964,677	3,738,623	11,621,104	35.1%
Net Addition (Reduction) To Fund Balance	\$ (23,324)	\$ 1,521,032	\$ 2,535,904	\$ 3,269,498	\$ 4,071,501	\$ (946,573)	
Beginning Fund Balance May 1, 2024			10,810,165				
Ending Fund Balance July 31, 2024			\$ 13,346,069				

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
For the Four Months Ended August 31, 2024

	Month of August		Four Months Ended August 31, 2024		Y-T-D @ 8/31/2023	Fiscal Year 24/25	Year Actual as a % of Fiscal Year Budget
	Actual	Budget Allocation	Actual	Budget	Actual	Budget	
<i>Operating Revenues</i>							
Golf Course Fees & Charges	\$ 297,222	\$ 288,246	\$ 1,296,654	\$ 1,162,528	\$ 1,258,374	\$ 1,702,535	76.2%
Golf Instruction	1,540	1,760	31,675	19,940	26,155	25,000	126.7%
Merchandise, Food & Beverage Sales	76,967	71,391	302,914	251,411	303,184	397,225	76.3%
Investment Income	3,785	1,900	12,781	6,300	-	12,681	100.8%
Misc. Receipts	-	-	175	-	-	-	
<i>Total Operating Revenues</i>	<u>379,513</u>	<u>363,297</u>	<u>1,644,198</u>	<u>1,440,179</u>	<u>1,587,713</u>	<u>2,137,441</u>	<u>76.92%</u>
<i>Operating Expenses</i>							
Professional Services	112,092	102,996	469,242	397,280	415,050	955,896	49.1%
Services	30,851	30,259	110,724	115,579	104,565	246,801	44.9%
Commodities	70,160	63,283	276,956	278,107	221,082	366,187	75.6%
Repairs & Maintenance	4,405	11,488	70,429	89,285	49,748	133,050	52.9%
Depreciation	10,246	10,392	38,649	38,092	33,536	143,377	27.0%
<i>Total Operating Expenses</i>	<u>227,754</u>	<u>218,418</u>	<u>965,999</u>	<u>918,343</u>	<u>823,981</u>	<u>1,845,311</u>	<u>52.3%</u>
<i>Operating Income</i>	<u>151,760</u>	<u>144,879</u>	<u>678,199</u>	<u>521,835</u>	<u>763,732</u>	<u>292,130</u>	<u>232.2%</u>
<i>Nonoperating Revenues (Expenses)</i>							
Gain (Loss) on Disposal of Assets	-	-	-	-	-	53,760	100.0%
<i>Total Nonoperating Revenues (Expenses)</i>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>53,760</u>	<u>0.0%</u>
Change in Net Position	<u>151,760</u>	<u>144,879</u>	<u>678,199</u>	<u>521,835</u>	<u>763,732</u>	<u>345,890</u>	<u>196.1%</u>
Beginning Net Position May 1, 2024			<u>4,938,169</u>				
Ending Net Position July 31, 2024			<u>\$ 5,616,368</u>				

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

ASSETS

Cash and Investments	\$ 9,812,932
Receivables:	
Recreation Programs	605,939
Taxes	2,465,664
Other	15,948
Deposits	8,130
Prepaid Expenses	-
Inventory	75,517
Net Fixed Assets (Foxford Hills Golf Club Only)	4,719,872
TOTAL ASSETS	<u>\$ 17,704,002</u>

LIABILITIES

Accounts Payable	\$ 168,552
Subscriptions Payable	\$ -
Accrued Expenditures:	
Payroll	13,571
Insurance	9,255
Other	143,987
Deferred Revenue:	
Taxes	2,465,664
Recreation Programs	698,019
Foxford Hills Golf Club	-
Gift Certificates and Gift Cards	37,908
Deposits	8,950
Bonds Payable	817,890
TOTAL LIABILITIES	<u>4,363,797</u>
 TOTAL FUND BALANCE	 <u>13,346,069</u>
 TOTAL LIABILITIES AND FUND BALANCE	 <u>\$ 17,709,866</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
For the Four Months Ended August 31, 2024

	Balance as of 5/01/24	Net Increase (Decrease)	Balance as of 08/31/24
Cash & Investments			
Harris Bank - Payroll	\$ 77	\$ 874	\$ 951
Cary Bank & Trust - Maxsafe Account	756,623	13,754	770,377
Harris Bank - MM	328,969	(32,803)	296,166
Home State Bank - Checking	39,772	21,790	61,562
Home State Bank - MM	260,006	2,669	262,675
The Illinois Funds	6,462,973	1,951,702	8,414,675
Petty Cash & Cash on Hand	3,125	1,900	5,025
Total Cash and Investments	\$ 7,851,545	\$ 1,959,887	\$ 9,811,432

	Balance as of 5/01/24	Net Increase (Decrease)	Balance as of 08/31/24
Fund Balances			
Corporate	2,535,323	\$ 733,514	3,268,837
Recreation	914,927	437,753	1,352,680
Developers' Donations	726,009	(500,875)	225,134
G.O. Limited Tax Park Bond & Interest	(731,960)	491,107	(240,853)
2018A Alternate Revenue Bonds	-	-	-
2019A Debt Certificates	-	-	-
Aquatic Center Debt	-	-	-
Audit	8,702	(6,747)	1,955
Capital Projects	741,736	776,783	1,518,519
Liability Insurance	133,815	25,330	159,145
Equipment Replacement	892,221	(168,567)	723,654
IMRF/Social Security	101,669	74,276	175,945
Paving and Lighting	77,422	4,204	81,626
Special Recreation	468,247	(6,111)	462,136
Cary Prairie Heritage Fund	3,885	(2,961)	924
Foxford Hills Golf Course	4,938,169	678,199	5,616,368
Total All Funds	\$ 10,810,165	\$ 2,535,904	\$ 13,346,069

To: Board of Commissioners
From: Dan Jones, Executive Director
Sara Kelly, Deputy Director
Date: September 26, 2024



RE: Board Meeting Action Items Summary

Providing exceptional recreation, parks and open space opportunities.

VI.A.4 – DK Contractors Bid, Foxford Hills Golf Club Drainage Improvements.

Introduction

The FY2024-25 budget includes a project within the Foxford Hills Golf Club Fund to complete improvements on the south side of the Driving Range.

Background

Effective drainage of storm water along the southern edge of the driving range and along the northern edge of the parking lot, has been impacted by decaying features that make up the infrastructure in place to support it. This has led to both a lack of water movement and uncontrolled water movement. The result has been standing water, saturated areas and erosion as water moves along the path of least resistance. The impact on operations has been an inability to access this area to retrieve range balls and effectively/efficiently pick the balls and return them to the ball dispenser for sale to customers. These challenges have had a negative impact on operations and generation of revenue and income for Foxford Hills Golf Club.

The bid was released on August 12 with responses due on August 27. There was a total of 11 responses to the bid. The most responsible and responsive bid was received from DK Contractors in the amount of \$127,860.

The final Opinion of Probable Cost (OPC) prepared by HRG had an estimate of a \$130,000 + 5% design contingency and did not account for the change in pipe type directed by the Board of Commissioners. The response from DK Contractors is in line with the final OPC from HRG.

The window of time for the work to be completed is:

October 7 – Construction begins

December 15, 2024 – Final completion

Project budget moving forward:

Bid - \$127,860

10% Construction Contingency - \$12,786

Part Time Construction Observation -- \$5,000-\$8,000 (time and materials, not to exceed).

Total: \$148,646

Committee Recommendation

The Committee of the Whole (5-0) recommended acceptance of the bid submitted by DK Contractors and a total project budget not to exceed \$149,000.

Board Memo

Motion(s) to Consider Consent Agenda

VI.A.5 – Management Agreement Extension through Jan 31, 2028, GolfVisions, Inc.

Introduction

The Board of Commissioners approves management contracts.

Background

GolfVisions has been the manager of both operations and maintenance at Foxford Hills Golf Club since the Park District purchased the property in 2004. GolfVisions has performed well over time and exceptionally in the past several years. Highlights include all-time highs for rounds played in a season and driving range revenue in 2023, which eclipsed the same records set in 2022.

Per the current contract, GolfVisions has the right to request and automatic extension (see below). 180 days prior to the end of the current term of January 31, 2025 is August 4, 2024. GolfVision's letter of request dated July 31, 2024 complies with the right to extend per 1.27 (see below)

- 1.27 **Extension.** Manager shall have the right to automatically extend the term of this Agreement on the same terms and conditions as provided herein for an additional three (3) year term from February 1, 2025 to January 31, 2028 by providing written notice to Owner in the manner required by Section 1.20 no more than two hundred seventy (270) days nor less than one hundred eighty (180) days before the end of the term as provided in Section 1.2. Owner shall have thirty days after receipt of Manager's extension notice to request changes to the provisions of the Agreement for the extension term. If the parties cannot agree on changes within thirty (30) days after Owner's notice of requested changes, then this Agreement shall terminate as provided in Section 1.2.

Committee Recommendation

The Committee of the Whole (5-0) recommended approval of an extension of the Management Agreement with Golfvisions, Inc. through January 31, 2028.

Motion(s) to Consider Consent Agenda

VI.A.6 – Professional Services Agreement, WT Group, Community Center South Exit

Improvements

Introduction

The FY2024-25 budget included a project to complete structural and Americans with Disabilities Act (ADA) improvements at the south exit of the Community Center. A project budget of \$130,000 was included in the capital project fund.

Background

Staff sought proposals from two engineering firms the Park District has engaged with previously. After review and consideration of the proposals, staff believe WT Group, Hoffman Estates, IL is the most responsive proposal to meet the project engineering needs and site goals.

WT Group has proposed services that include schematic design through bid documents and bid administration for \$20,100 plus reimbursable expenses.

Project timeline:

October/November 2024 – Project Start (site testing, design)

December 2024/February 2025 – Design, Permitting, Bid documents

February/March 2025 – Bid Let/Open

March 2025 – Bid Results for Board Consideration

April 1, 2025 – Construction Start (anticipated)

June 15, 2025 – Final Completion

Committee Recommendation

The Committee of the Whole (5-0) recommended approval of a professional services agreement with WT Group in the amount of \$20,100 plus reimbursables to complete engineering for improvements to the Community Center South Exit.

Motion(s) to Consider

Consent Agenda

VI.A.7 – Professional Services Agreement, Hitchcock Design Group, Comprehensive Master Plan Update 2025

Introduction

The Park District uses a Comprehensive Master Plan (CMP) to guide agency direction and Board of Commissioner decision making. CMP are designed as 10-year documents. The Park District last completed its current CMP in September of 2016. The Board of Commissioners has directed staff to begin the process to update the CMP in FY2024-25.

Activities related to this project to be completed in FY2024-25 include, finding and contracting with a consultant, then beginning the process of data and input collection, development of strategies or plan to provide direction. The final CMP document is anticipated to be approved by the Board of Commissioners in FY2025-26, target is Fall of 2025.

A budget of \$130,000 was included in the FY2024-25 budget to complete this project.

Background

A CMP process utilizes an outside consultant to seek and acquire input from a variety of sources, inventory and memorialize various items that make up the Park District, organize the findings into a readable format, assemble a list of directives and direction for the Board of Commissioners to discuss, review and accept/approve.

In May 2024 staff presented the approach to consultant selection, work to be completed as part of CMP update and timeframe for entire project. In June 2024 the Board of Commissioners identified a Review Team to review Request for Proposal (RFP) responses, conduct interviews with respondents and make recommendations to the Board of Commissioners regarding a consultant. The Review Team included Commissioners Stanko and Carasso and staff Raica and Jones. Kelly participated as well as an observer.

In June 2024 an RFP was issued with responses due in July 2024. A total of two responses were received. Both firms were interviewed in August 2024 by the Review Team.

The Park District remains on target to meet its deadlines via the projected time frame provided previously for review in May 2024.

June 2024 – RFP available for response (Complete)

July 2024 – Interviews/Review of respondent qualifications. (Complete)

August 2024 – Recommendation to Board of Commissioners of consultant. (September 2024)

September/October 2024 – Kick off project. (October 2024)

September/October 2025 – Acceptance/approval of final version of Comprehensive Master Plan Update by the Board of Commissioners.

Committee Recommendation

The Committee of the Whole (5-0) recommend Board of Commissioners approval of a professional services agreement with Hitchcock Design Group to develop and provide Comprehensive Master Plan Update 2025 in the amount of \$116,500 plus reimbursable expenses.

Motion(s) to Consider

Consent Agenda

VII.B.1 – Agreement for Use of Cary Park District Community Center Parking Lot between Cary Park District and Sheriff's Office McHenry County.

Introduction

The Board of Commissioners approves Intergovernmental and License Agreements.

Background

The Board of Commissioners directed staff during FY2022-23 to reach an agreement with the new tenants of the old Village Hall related to use of parking lots owned by the Park District. Since that time, staff has been working to develop and agreement between the Sheriff's Office McHenry County and the Park District. The operational components of the agreement have been in place and working since the Training Center (old Village Hall) was completed and put into use by the Sheriff, even without a formally signed agreement. Therefore, the outline of the operation side, communication and execution has already proved to work well for the Park District. The remaining parts of the agreement, which include insurance requirements and termination language were negotiated by Attorney Puma with assistance from staff.

Staff Recommendation

Staff recommends the Board of Commissioners approve the agreement as presented.

Committee Recommendation

None. This item is being brought direct to the Board of Commissioners for consideration.

Motion(s) to Consider

Move to approve an agreement for Use of Cary Park District Community Center Parking Lot between Cary Park District and Sheriff's Office McHenry County.

Board Memo

X.A.1 – Review of Closed Session Minutes

Introduction

By law, the Board of Commissioners is required to approve Closed Session minutes. By law, the Board of Commissioners is required to review semi annually all held Closed Session minutes and determine whether the need for confidentiality still exists.

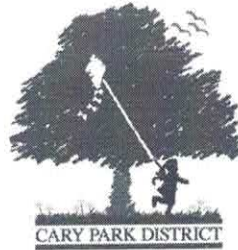
Background

The Board of Commissioners schedules its semi-annual review of Closed Session minutes held in February and September of each year.

Motion(s) to Consider

Move to approve Closed Session minutes dated <date(s)>.

Move to release Closed Session minutes dated <date(s)>, all other Closed Session minutes approved but held as the Board of Commissioners has determined the need for confidentiality still exists.



Foxford Hills Golf Club

Drainage Improvements Bid Opening

Tuesday, August 27, 2024, at 3:00pm

Contractor	Total Lump Sum Bid
Alamp Concrete	\$204,981.00
Boulder Construction	\$150,072.00
Everlast Blacktop	\$233,445.00
Holiday Sewer & Water	\$168,000.00
Mauro Sewer Construction	\$189,870.00
Maneval Construction	\$165,355.00
Lenny Hoffman Excavating	\$190,867.10
Stark & Son Trenching	\$165,428.00
Schroeder Asphalt Services	\$178,685.00
DK Contractors	\$127,860.00
A Jules Construction	\$145,500.00

GOLF MANAGEMENT AGREEMENT

This Golf Management Agreement (the “Agreement”) is made and entered into as of this 1st day of October, 2024 by and between Cary Park District (“Owner”), and GolfVisions Management, Inc. an Illinois corporation (“Manager”).

Recitals:

- A. Owner owns a public golf course and facilities commonly known as the Foxford Hills Golf Club consisting of an 18-hole golf course, practice greens, golf-shop, and food/beverage area, a parking lot, and other amenities connected with a golf course and facilities (the above are collectively referred to as the “Golf Operations”).
- B. Owner desires to exclusively engage Manager to perform management services for the Golf Operations and Manager desires to perform management services for the Golf Operations on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the parties hereto, intending to be legally bound, covenant and agree as follows:

1. Terms and Conditions

- 1.1 Engagement. Owner hereby engages Manager on an exclusive basis to perform Management Services (as hereinafter defined in Section 1.6 hereof) for the Golf Operations on the terms and subject to the conditions set forth herein.
- 1.2 Term. The term (the “Term”) of this Agreement shall commence on February 1, 2025 and shall extend for a three (3) year period ending on January 31, 2028.
- 1.3 Management Fee. During the Term, Owner shall pay Manager a base management fee (the “Management Fee”) payable at the end of each month per the following schedule: \$3,000/month for the term of the agreement.

In addition, Manager shall receive a progressive incentive fee as follows:

- a) 10% of gross revenues between \$1,600,000 and \$2,000,000 (maximum available each year: \$40,000).
- b) 15% of gross revenue between \$2,000,001 and \$2,200,000 (maximum available each year: \$30,000).
- c) 20% of gross revenue in excess of \$2,200,001 (maximum available each year: \$40,000).
- d) The incentive fee shall be based on the Park District’s fiscal year from May 1 to April 30 and shall be payable on July 1 of each year from the

GolfVisions _____

Cary Park District _____

Park District's Golf Fund. The payment of the incentive fee will be limited to the balance in the Net Assets account for the Golf Fund as of April 30 of the incentive fiscal year. The limitation will be determined after adding back any outstanding incentive accruals included in the determination of the Net Assets account balance. The amount of the incentive fee that is not paid due to the above limitation shall be carried over to the following year without interest. The payment of an incentive fee will be applied to the earliest outstanding incentive fee. Any incentive amount still owing after one year from original payment due date shall be cancelled. The District's inability to pay the incentive fee under the provisions of this Section shall not be deemed an event of default.

- 1.4 "Gross Revenues" shall mean revenues as recorded in accordance with Generally Accepted Accounting Principles during such fiscal year in connection with the operation of the Golf Operations, but excluding the following items: (1) proceeds from insurance for loss or damage to property; (2) interest income; (3) uniform sales to employees; (4) sales resulting from barter/exchange transactions
- "Golf Expenses" shall mean all normal and recurring disbursements made during the operation of the Golf Operations during such fiscal year, including but not limited to all employee-related expenses for employees working exclusively for the Golf Operations, supplies, maintenance expenses, golf cart leasing expenses, utility charges, insurance premiums, management fees, cost of goods sold in the golf shop and on beverage carts, and all other amounts reasonable expended in connection with the Ownership, operation and maintenance of the Golf Operations, including all marketing and sales expenses. Owner may identify and include other related items as "Golf Expenses" at its option, including capital repairs, improvements and purchases, depreciation, amortization, interest, and general and administrative expenses.
- 1.5 Reimbursable Expenses. Owner acknowledges that in the course of Manager's performing its Management Services (as defined in section 1.6 hereof) during the Term hereof, Manager may incur and be promptly reimbursed for certain expenses, provided that such items are included in the Budget (as defined in Section 1.7) and may be reimbursed pursuant thereto and pursuant to policies agreed to between Owner and Manager. Any reimbursement item not contemplated in the Budget may be made upon the prior written approval of Owner, and Owner shall reimburse Manager for the same within thirty (30) days of receipt of an itemized statement of such expenses together with supporting documentation.
- 1.6 Management Services. During the Term, Manager and its employees shall perform the following consulting, managerial and operational services ("Management Services"), as exclusive agent for Owner with respect to the Golf Operations:
- 1.6.1 Assign a full-time (as defined by Owner's current policies), on-site General Manager to the Golf Operations who will have responsibility for

supervising the Golf Operations. Manager/General Manager shall also employ a full-time, qualified Greens/Grounds Superintendent. Owner shall be informed regarding the knowledge, skills and abilities of the General Manager and Greens/Grounds Superintendent, and shall have the right to reject Manager's nominee or proposed replacement of such positions if deemed such nominee or replacements are not qualified in the Owner's opinion. Owner's discretion in this regard is limited solely to such managerial-level positions as described in this paragraph.

- 1.6.2 Recruit, hire, train, supervise, discipline, and terminate full-time and seasonal employees and staff needed for operation of the Golf Operations. Manager shall conduct background checks on its employees and independent contractors who work at the Golf Operations in accordance with 70 ILCS 1205/8-23 and shall not hire any person who would be ineligible to work for Owner pursuant to this statute. No person may volunteer at the Golf Operations if he or she is a child sex offender and Manager shall comply with the requirements of 70 ILCS 1205/8-23a. As approved in the Annual Budget, Manager may institute salary and incentive programs for its employees.
- 1.6.3 Provide to the Owner, operational and procedural manuals and create job descriptions for employees of the Golf Operations. Manuals will be promptly updated to reflect any changes to operations and/or procedures.
- 1.6.4 Establish pricing policies for the Golf Operations for all income items (green fees, cart fees, balls, equipment, food, etc.) as is agreeable to the Owner in the Budget.
- 1.6.5 Provide for and supervise the management of the golf course, golf shop, food and beverage service, and the golf and beverage carts, including development and implementation of (a) a system to maximize the purchasing and mix of inventory, (b) internal accounting controls that are documented and of a level that would satisfy the prevailing standards within the golf industry and are adequate for the District's golf course operation, (c) a food and beverage plan to expand the usage of the Golf Operations. Manager shall obtain and then maintain at all times a valid liquor license for Golf Operations and Manager shall comply with all relevant laws and municipal ordinances regarding the use of such license. Manager shall obtain and maintain proper food, ~~liquor~~ and beverage permits, licenses or certificates as required by state, county and local laws during the term of the Agreement. In addition, provide food and beverage service for the convenience of the players on the golf course, including golf outings and other functions to appropriately utilize the Golf Operations during the normal golf season without adversely impacting on cash flow.

- 1.6.6 Provide for and supervise the actual physical maintenance of the golf course, golf shop and inventory, maintenance equipment and other aspects of the Golf Operations in accordance with the quality standards determined by Owner, including without limitation groundskeeping, mowing, top dressing, watering, seeding, fertilization, aerification, disease identification, weed control, fungicides, herbicides, and insecticides for trees, fairways, greens and roughs, cleaning, rubbish removal, painting and landscape maintenance. Manager shall make or cause to be made all ordinary repairs, replacements and/or alterations contemplated in the Budget. Manager shall periodically inspect the Golf Operations to determine the need for maintenance and repair, and shall monitor all contractors performing repair, maintenance or improvement work on the property.
- 1.6.7 With the prior written approval of Owner, and as provided in the Budget, supervise capital expenditures for the Golf Operations, including the purchase and/or lease of maintenance equipment and golf carts.
- 1.6.8 Hold regular meetings with Owner's representative at dates, times and locations designated by Owner, to review the operation of the Golf Operations and provide written reports to Owner.
- 1.6.9 Prepare and use its reasonable efforts to implement the Budget pursuant to the Agreement herein;
- 1.6.10 Perform monthly physical inventory of the golf shop merchandise, food and beverage inventory, and on an annual basis, a physical inventory of all fixed assets.
- 1.6.11 Cause the Golf Operations to be maintained, operated, and used in material compliance with all applicable laws, ordinances, and regulations, and in compliance in all material respects with all applicable contractual requirements affecting the Golf Operations of which Manager has notice and control.
- 1.6.12 Contract and purchase on the Owner's behalf, on terms and conditions which the Manager believes in its best judgment are reasonable, in accordance with the terms and limitations contained in the Budget, and in compliance with Owner's purchasing policies and procedures. Manager shall be solely liable for any purchases or contracts let not in accordance with the Budget and/or the Owner's purchasing policies and procedures.
- 1.6.13 Implement and update the approved Business/Marketing plan for the Golf Operations. In connection with the Business/Marketing plan, and to the

extent available in the advertising/marketing portion of the Budget, Manager shall use its efforts to obtain reasonable exposure for and usage of the Golf Operations, and arrange and conduct reasonable advertising and promotions as the Owner and Manager deem necessary to maintain adequate use levels consistent with Budgeted revenue levels. This effort shall include, but not be limited to:

- a) Writing and servicing news releases to local media;
- b) Handling all golf operations media inquiries;
- c) Conducting golf tournaments, exhibitions, and clinics;
- d) Creating, developing and placing advertisements in local and regional media;
- e) Promoting all facets of Golf Operations including pro shop, driving range, food/beverage, golf course, special events, teaching programs, league play and junior golf;
- f) Implementing appropriate teaching programs;
- g) Implementing a diverse opportunity for league play; and
- h) Actively seeking outings and special events to be held at the Golf Operations.

1.6.14 Promptly notify Owner's representative of any changes to locks and/or passwords for entrance into any of the Golf facilities and provide copies of keys and passwords to Owner. Manager shall provide reasonable access to Owner for all golf course management software and shall provide passwords and log in access if necessary.

1.6.15 Manager shall obtain insurance of the types and amounts listed below.

- a) Commercial General and Umbrella Liability Insurance

Manager shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$3,000,000 for each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location. CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent

contractors, employment practices, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

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

If the Owner has not been included as an additional insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this Agreement, Manager waives all rights against Owner and its officers, employees, volunteers and agents for recovery of damages arising out of or incident to Manager's use of the Golf Operations.

b) Business Auto and Umbrella Liability Insurance

Manager shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$2,000,000 each accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos. Business auto insurance shall be written on Insurance Services Office (ISO) Form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

c) Workers Compensation Insurance

Manager shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$2,000,000 for each accident for bodily injury by accident or \$2,000,000 for each employee for bodily injury by disease.

d) Dram Shop Liability Insurance

Dram shop liability and liquor liability coverage is to be provided showing the Owner as Owner of the Premises where

liquor is being sold and as an additional insured, with a limit of not less than \$1,000,000 per occurrence.

e) Food Products Liability Insurance

Food Products Liability coverage is to be provided showing the Owner as Owner of the Premises where food is being prepared and sold and as an additional insured, with a limit of not less than of \$500,000 per occurrence/\$500,000 aggregate.

f) Evidence of Insurance

Prior to using or managing the Golf Operations, Manager shall furnish the Owner with a certificate(s) of insurance and policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to the Owner prior to the cancellation or material change of any insurance referred to therein. Written notice to the Owner shall be by certified mail, return receipt requested.

Failure of the Owner to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Manager's obligation to maintain such insurance.

The Owner shall have the right, but not the obligation, of prohibiting Manager from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these required requirements is received and approved by the Owner.

Failure to maintain the required insurance may result in termination of this Agreement at the Owner's option.

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

g) Acceptability of Insurers

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

h) Modification of Insurance.

The Owner reserves the right to change the scope and limits of any required insurance, as it deems necessary from time-to-time and Manager shall implement such changes as soon as reasonably possible.

i) Reporting.

Manager agrees to promptly report any and all accidents, damage and loss to Owner (except for de minimus items). Manager shall take no action (such as admission of liability) which would, in its reasonable judgment, prejudice Owner or its insurance carrier in the defense of any claim. Manager shall cooperate with Owner's insurance risk pool and/or carrier relative to any accident, damage, loss or claim.

j) Costs of Insurance.

All costs of the insurance required herein shall be born by the Manager at its sole expense. The costs for such insurance may be identified and reimbursed through the Golf Operations on an annual basis per the approved budget.

- 1.6.16 Manager shall comply with all Federal, State and local laws and ordinances, rules and regulations, including, but not limited to, those respecting safety, health, and sanitary codes; and employment permit requirements that may be applied to the Golf Club as a result of this Agreement. Manager will adhere to the requirement of posting of all required notices.

In the performance of this Agreement, Manager shall comply strictly with the provisions of the Illinois Human Rights Act (the "Act") 775 ILCS 5/1-101, *et seq.*, and Article 2 "Employment" thereof in particular, and any and all other Illinois and federal laws prohibiting discrimination and requiring affirmative action in employment, and shall strictly comply with the Illinois Department of Human Rights' Rules and Regulations for Public Contracts (the "Regulations") and with those Regulations

concerning equal employment opportunities and affirmative action in particular. Without limiting the generality of the foregoing:

Manager shall not unlawfully discriminate in recruitment, hiring, promotion, renewal of employment, selection for training or apprenticeship, discharge, discipline, tenure, or terms, privileges or conditions of employment, against any person on the basis of such person's race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap, disability or unfavorable discharge from military service.

Manager shall have in effect and enforce anti-sexual and other harassment policies equal to or more comprehensive than those adopted by the Owner.

In all solicitations or advertisements for employees placed by Manager, or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

1.6.17 Manager agrees to forfeit any Management Fees and/or incentive still due Manager in the event Owner terminates this Agreement for cause, as described in Section 1.15, or if Manager fails to notify Owner of intent to withhold services, as described in Section 1.15, to pay for the performance of Manager's duties hereunder, for the purpose of offsetting such extraordinary administrative and other expenses incurred by Owner as a result of Manager's breach.

1.6.18 Schedule of Report Deadline Dates. Owner and Manager agree to attach and update as necessary a Schedule of Report Deadlines. Revisions and updates to the Schedule shall be considered approved by both party representative's signatures and does not require formal approval by the Owner's Board of Commissioners. This Schedule and any future revisions as agreed upon by both party representatives will become a part of this Agreement.

1.7 Budget Owner's Funding; Bank Accounts and Collections.

1.7.1 At least ninety (90) days prior to the beginning of each fiscal year (May 1-April 30) hereof, Manager shall deliver to Owner a preliminary Budget ("Preliminary Budget") for the following fiscal year containing projections of Golf Revenues and Golf Expenses, capital expenditures, green fees and counts, cart fees and counts, and bucket fees and counts, in a format to be agreed to between the parties. The Manager shall update or

review the Preliminary Budget as requested by the Owner. The Preliminary Budget, as revised by the Owner, shall constitute the approved Budget (the "Budget"). In the event that the Owner does not request any changes or make any comments regarding the Preliminary Budget by the fifteenth day of the first month of a new fiscal year, then the Preliminary Budget shall be deemed to be the Budget. It is understood and agreed that while Manager shall operate the Golf Operations within the guidelines of each Budget, the Budget is an estimate and subject to change. Manager agrees to inform Owner of additional funding requirements of any Budget line item, and shall, as necessary in due course, seek approval of Owner of an amended Budget, which approval shall not be unreasonably withheld, subject to the limitations on amending the Budget described in Section 4-4 of the Park District Code, 70 ILCS 1205/4-4. All obligations consistent with the approved Budget, as it may be amended from time to time, arising in the course of business of the Golf Operations shall be the full and complete obligation of the Owner, subject to Manager providing detailed records of all bills and invoices in accordance with this Agreement. Manager shall be reimbursed for any such obligations consistent with the approved Budget by reason of its Management Services performed hereunder.

- 1.7.2 Manager shall collect all Golf Revenue and all sums otherwise due Owner with respect to the Property in the ordinary course of business. Manager shall promptly deposit all sums collected from the Golf Operations into an interest-bearing bank account ("the Account") in a financial institution approved by Owner. The Account shall have signatories approved by Owner. All funds in the Account shall be the exclusive property of the Owner. Manager shall provide Owner with all bills and invoices received for Golf Operations in accordance with this Agreement. Owner shall have the right to audit transactions and the Golf Revenue as it deems necessary. Manager shall use Owner's cash management software system relative to all customer transactions for the Golf Operations. For those obligations that are not paid by the Manager and subject to reimbursement, upon presentation of bills and invoices by Manager to the Owner that include sufficient supporting documentation to allow payment in compliance with Owner's policies and procedures, the Owner shall pay all bills as and when the same become due and payable unless contested in good faith.
- 1.7.3 Capital expenditures will be funded by Owner on an as-needed basis in accordance within an Owner-approved capital Budget.
- 1.7.4 Insurance premiums for insurance coverage obtained by Owner for the Property and Golf Operations will be paid directly by Owner.

- 1.8 Restrictive Management Contract Services. Manager shall not provide management services to any other public golf courses within a 5-mile radius of Foxford Hills Golf Club address without knowledge and prior written agreement of the Owner during the term of the contract and within two (2) years after termination of the contract if such termination was initiated by Manager.
- 1.9 Hiring of Manager Employees. Owner understands that Manager has dedicated time and effort in hiring and training each of its Employees and shall not actively recruit employees to Owner's benefit. This does not prohibit Owner from hiring Manager's employees if such employee is interested in employment with the Owner.
- 1.10 Owner Representations, Warranties and Responsibilities.
Owner represents and warrants to Manager the following:
- 1.10.1 Owner is the sole Owner of the fee simple interest in the Property.
- 1.10.2 Owner is a Municipal Corporation, organized, validly existing and in good standing in the State of Illinois.
- 1.10.3 Owner has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.
- 1.10.4 To the best of Owner's knowledge, there are no actions, suits, or proceedings pending or threatened against Owner that might materially and adversely affect the Property or Owner in connection with the Golf Operations.
- 1.10.5 To the best of Owner's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under, any Agreement or instrument under which Owner is a party or is obligated.
- 1.10.6 To the best of Owner's knowledge, Owner is not in default in the performance or observance of its obligations under its mortgage or other loan documents or other Agreements in connection with the Property or the Golf Operations.
- 1.10.7 During the Term, Manager shall be named as additional insureds on such policies of insurance that Owner maintains for the Golf Operations and the Property and shall be provided with certificates of insurance evidencing the same.
- 1.10.8 Owner's representative shall act as the primary operating liaison ("Owner's representative") between Owner and Manager. Representatives

from both agencies shall meet at least quarterly to review the information provided.

- 1.11 Manager Representations and Warranties. Manager represents and warrants to Owner the following:
- 1.11.1 Manager is a corporation organized, validly existing and in good standing in the State of Illinois.
 - 1.11.2 Manager has full power and authority to enter into and perform in accordance with the terms and provisions of this Agreement.
 - 1.11.3 To the best of Manager's knowledge, this Agreement will not result in any breach of the terms or conditions of, or constitute a default under any Agreement or instrument under which Manager is a party or is obligated.
- 1.12 Limitation on Scope of Engagement. Owner and Manager acknowledge and agree that Manager is being retained by Owner as an independent contractor, not as an employee, partner, or co-venturer, only for the purposes and to the extent set forth in this Agreement. Except as set forth herein, neither Manager nor any of its or its contractor's employees shall be considered as having any employee or agent status with Owner unless written approval is obtained from Owner, or as being entitled to participate in any plans, arrangements, or distributions of Owner by virtue of the provisions of this Agreement. Manager is solely responsible for hiring, training, disciplining and firing its employees and is responsible for the payroll tax withholding, prompt reporting and payment of any and all state, federal, FICA or other income taxes of its employees. Any penalties arising from payroll tax law non-compliance or any other fine or penalty relative to Manager or Manager's employees or contractors will be the sole responsibility of the Manager.
- 1.13 Indemnification.
- a) By Manager. Manager shall indemnify, defend and hold Owner (its affiliates, subsidiaries, directors, officers, employees, and agents, and their respective successors, assigns, heirs, and personal representatives) harmless from and against any and all liability, loss, cost, expense, damage, and reasonable attorneys' fees (collectively, "Damages") resulting from or arising out of any negligent acts or omissions, and/or willful misconduct of Manager or its officers, agents, or employees including, without limitation, all matters related to Manager's employees and contractors.
 - b) By Owner. Owner shall indemnify, defend and hold Manager (its affiliates, partners, employees and agents, and the directors, officers, employees and agents of partners of Manager, and their respective successors, assigns, heirs,

and personal representatives) harmless from and against any and all Damages resulting from or arising out of willful misconduct of Owner or its directors, officers, employees, or agents (except Manager).

- c) Effect of Projections. The failure to obtain any projections contained in a Budget shall not be considered evidence of either party's willful misconduct or negligence. Further, it is understood that the ability of Manager to fully perform the Management Services may be limited to the extent of constraints set forth and implicit in the Budget.

1.14 Assignability. The parties hereto agree that Manager shall not assign or otherwise delegate its rights, duties and obligations under this Agreement without the prior written consent of Owner, and any such assignment or delegation without such prior written approval of Owner shall be void, and shall immediately terminate all duties and obligations of Owner under this Agreement, including but not limited to any obligation to disburse compensation to Manager, or any assignee thereof.

1.15 Termination. This Agreement and all rights and obligations hereunder, shall terminate upon the occurrence of any of the following:

1.15.1 By Owner, thirty (30) days after written notice from Owner to Manager that Manager is in default under any material provision of this Agreement (unless such default has been cured within said period); provided, however, if any default by Manager cannot be cured within the foregoing thirty (30) day period it shall not terminate this Agreement and Manager shall have up to an additional thirty (30) days to cure such default, if corrective action is instituted by Manager within the original thirty (30) day period and diligently and, to the extent practical, continuously pursued until the default is remedied. All claims of default shall be stated with reasonable particularity and specify the section hereof believed to be breached.

1.15.2 By Manager, ten (10) days after written notice from Manager to Owner that Owner is in a nondisputed monetary default, and thirty (30) days after written notice from Manager to Owner that Owner is in non-monetary default under any material provision of this Agreement; provided, however, if any non-monetary default by Owner cannot be cured within the foregoing thirty (30) day period, it shall not terminate this Agreement and Owner shall have up to an additional thirty (30) days to cure such default, if corrective action is instituted by Owner within the original thirty (30) day period and diligently and, to the extent practical, continuously pursued until the default is remedied. All claims of default shall be stated with reasonable particularity and specify the section hereof believed to be breached.

1.15.3 Immediately by Owner if Manager or a key executive (a) is convicted of a felony relating to its activities hereunder, (b) commits a material fraud or embezzlement relating to its activities hereunder, or (c) is addicted to any substances which materially adversely impact on Manager's performance hereunder.

1.15.4 Immediately by the non-breaching party in the event of a breach of the terms of Paragraphs 1.6.14, 1.10, 1.11, or 1.14.

1.15.5 Immediately by one party in the event the other party files for or is subject to bankruptcy or any bankruptcy proceedings which are not dismissed or stayed within sixty (60) days.

1.15.6 By Owner, for no reason, upon ninety (90) days prior written notice.

Upon termination, Owner shall pay all accrued and unpaid Management Fees due Manager, only up to and including the date of termination, pursuant to the schedule described in Section 1.3(d), except the provisions describing a roll-over of any unpaid management fees shall not apply in the event of termination.

1.16 Books and Records. Owner shall be responsible for disbursement of funds and the preparation of monthly financial statements related to the Golf Operations. All documents resulting from the Golf Operations shall be the sole property of the Owner with Manager responsible for safeguarding such documents that are retained by Manager. Manager will not destroy such documents without prior written approval by Owner.

1.17 Casualty. In the event the Property or Golf Operations are damaged by fire, explosion or any other casualty to an extent which is less than fifty percent (50%) of the cost of replacement of same, the damage shall promptly be repaired by the Owner at the Owner's expense, provided that the Owner shall not be obligated to expend an amount for such repair in excess of the insurance proceeds recovered or recoverable as a result of such damage, and that in no event shall the Owner be required to repair or replace Manager's fixtures, stock, furniture, furnishings, or any equipment or personal property. In the event of any such damage and the Property or Golf Operations shall be damaged to the extent of fifty percent (50%) or more of the cost of replacement, the Owner may elect either to repair or rebuild or to terminate this Agreement upon giving notice of such election in writing to Manager within ninety (90) days after the occurrence of the event causing the damage. If the Owner elects to repair or rebuild, the Owner shall complete such reconstruction within one hundred eighty (180) days after the giving of the notice. If the casualty, repairing, or rebuilding shall render the Property or Golf Operations untenable, in whole or in part, and the damage shall not have been due to the fault or neglect of Owner, a proportionate per diem abatement of the Management Fee shall be allowed from the date when the damage occurred until

the Owner completes its work, said proportion to be computed on the basis of the relation which the gross square foot area of the Property rendered untenable bears to the Floor Area of the Property.

1.18 Governing Law; Forum. This Agreement shall be construed in accordance with the laws and judicial decisions of the State of Illinois. The parties each consent to the jurisdiction of the courts of McHenry County, Illinois and agree to waive all claims of forum non-conveniens.

1.19 Successors. Except as otherwise provided in Paragraph 1.14 hereof, this Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

1.20 Notices. All notices under this Agreement shall be in writing and shall be deemed received upon personal delivery thereof, twenty-four (24) hours after overnight courier (fare prepaid) or legible facsimile transmission with overnight courier follow-up, or forty-eight (48) hours after deposit in the United States Mail, certified or registered mail, return receipt requested, to the parties as follows:

Owner: Cary Park District
255 Briargate
Cary, Illinois 60013
Attn: Executive Director

With a
Copy to: Ancel, Glink, Diamond, Bush, DiCianni & Krafthefer, P.C.
140 S. Dearborn Street, Sixth Floor
Chicago, Illinois 60603
Attn: Mr. Scott Puma, Attorney

Manager: GolfVisions Management, Inc.
2501 N. Midlothian
Mundelein, IL 60060
Attn: Mr. Timothy J. Miles, Sr.

With a
Copy to: Mr. Timothy Miles
2939 Crabtree
Northbrook, IL 60062

1.21 Attorney's Fees. In the event that it becomes necessary for either party hereto to employ legal counsel and bring legal proceedings to enforce any provision of this

Agreement, each party in such proceedings shall be responsible for their respective attorney's fees pursuant to the proceedings.

- 1.22 Events of Force Majeure. Manager's obligations hereunder shall be subject to any delays due to acts of God, governmental restrictions or guidelines, strikes, labor disturbances, shortages of materials and supplies, fire and casualty and for any other causes or events whatsoever beyond Manager's reasonable control. In the event of any such event of force majeure extending beyond a period of 60 days, the Budget in effect shall be appropriately modified to reflect such event, and that (a) Owner's rights to terminate pursuant to Section 1.15 shall be held in abeyance during such periods but only to the extent that Manager's default or inability to perform was directly caused by such acts or events beyond Manager's reasonable control, and (b) the satisfaction of the Budget for purposes of determining whether the Term may be extended shall annualize the periods occurring prior to the event of force majeure.
- 1.23 Invalidity. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of the prohibition or invalidation, but shall not invalidate the remainder of such provision of the remaining provisions of this Agreement.
- 1.24 Entire Agreement. This Agreement contains the entire Agreement between the parties with respect to the subject matters contained herein and supersedes all prior understandings, whether written or oral.
- 1.25 Limitation of Liability. It is expressly understood and agreed that the liability of Owner and Manager, respectively (including any partnership, joint venture or other entity that succeeds to the interest of Owner and Manager, respectively) hereunder shall be limited solely to the assets of Owner and Manager, respectively, including the proceeds of all insurance policies, after deduction of liabilities to which such assets may be subject. No agent of Owner and Manager, respectively (or of any such successor partnership, joint venture, or other entity) shall be personally liable in respect to any claim arising out of or related to this Agreement, and any deficit capital account of a partner in Owner and Manager, respectively (or of any such successor partnership, joint venture or other entity) shall not be deemed an asset of Owner and Manager, respectively (or of any such successor of Owner and Manager, respectively). Notwithstanding anything to the contrary herein, any transfer of real or personal assets from the Manager to any of its owners, partners, managers or members that occurs within 180 days of the entry of judgment against Manager and in favor of Owner may be reversed for the purpose of satisfying such judgment against Manager and in favor of Owner.

- 1.26 No Waiver. No failure by the Owner or Manager to insist upon the strict performance under the Agreement of any covenants, terms or conditions of this Agreement or to exercise any right or remedy consequent upon a breach of such covenants, terms or conditions shall constitute a waiver. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition and term of this Agreement shall continue in full force and effect without respect to any other then-existing or subsequent breach.

- 1.27 Extension. Manager shall have the right to automatically extend the term of this Agreement on the same terms and conditions as provided herein for an additional three (3) year term from February 1, 2025 to January 31, 2028 by providing written notice to Owner in the manner required by Section 1.20 no more than two hundred seventy (270) days nor less than one hundred eighty (180) days before the end of the term as provided in Section 1.2. Owner shall have thirty days after receipt of Manager’s extension notice to request changes to the provisions of the Agreement for the extension term. If the parties cannot agree on changes within thirty (30) days after Owner’s notice of requested changes, then this Agreement shall terminate as provided in Section 1.2.

IN WITNESS WHEREOF, the parties hereto have executed this Golf Management Agreement on the date first above written.

OWNER:
Cary Park District

MANAGER:
GolfVisions Management, Inc.

 By: Keith Frangiamore, President

 By: Timothy J. Miles, Sr., President

WITNESS:

 Dan Jones, Secretary

 By: _____



Engineering • Design • Consulting



September 5, 2024

**Cary Park District
255 Briargate Road
Cary, IL 60013**

Attn: Mr. David Raica – Director of Planning and Development

**Re: Cary Park District – Community Center South Exit Improvements
255 Briargate Road
Cary, IL**

Dear Mr. Raica:

We at The W-T Group, LLC (WTG) thank you for the opportunity to present this proposal. Pursuant to your request, we have prepared the following agreement to provide engineering services for your project.

Understanding of Project Scope

It is our understanding that you require architectural, structural and civil engineering services for the proposed renovations to the Cary Park District Community Center located at 255 Briargate Road in Cary, Illinois. Per our conversations and the March 1, 2024 Technical Memorandum, we understand that the proposed improvements will include:

- a Correct present decked concrete exit, ADA corrections for present walkway and new railings
- b Correct present exit deck, ADA corrections to basement exit walkway, removal of east sidewalk ramp and railings and alternate exit walkway south to road or to road and carriage walk to existing ADA curb area. (Railings as necessary based on design as required by ADA)





Engineering • Design • Consulting

For the purposes of this agreement, WTG's services are explicitly limited to the selected services above. At the client's request, WTG may propose additional services otherwise not included in this document.

Services Provided by Others

WTG is a full service, multi-discipline firm. Though typically, WTG works in conjunction with other professional service firms hired and directed by others. It is understood that WTG must rely on the information provided by the client and other professionals, where reasonable to do so. Unless otherwise stated, WTG is expressly not responsible for determining completion, accuracy, or performing reviews for any other services and information provided by others and may rely upon same where it is reasonable to do so. However, from time to time, WTG may utilize the services of sub-consultants within our scope of services. WTG is responsible for sub-consultants that we hire and manage directly.

Project Phases

SITE ENGINEERING (SCHEMATIC AND FINAL)

This Task includes preparation of schematic design and final site engineering drawings, details and general specifications as well as meetings and other Tasks necessary for the schematic design and construction document phase consisting of the following:

- Title Sheet indicating Client contact information, project location, index of sheets and professional civil engineer certification.
- Site Demolition Plan indicating the existing site conditions and existing site features to be removed.
- Site Geometric Plan indicating geometrics and dimensions for the proposed site improvements and relevant existing site features to remain.
- Site Development Plan indicating existing and proposed site features such as parking and drive aisle locations, curb lines, sidewalks, and pavement striping.
- Site Grading Plan indicating proposed grades including drainage patterns, 100-year overland flow paths, finish floor elevations, curb elevations, etc.
- Site Utility Plan indicating size and location of existing storm sewers, sanitary sewers, and water mains and proposed storm sewer, sanitary service, and water service improvements.
- Storm Water Pollution Prevention Plan with related details.
- Details and specifications for proposed utilities and site features.
- Kickoff Meeting
- 50% and 90 % schematic design meetings and 50% and 90% final design meetings.

- Two (2) board meetings
- Permitting

Additional meetings will be \$500 a meeting.

ARCHITECTURAL CONSTRUCTION DRAWINGS (SCHEMATIC AND FINAL)

Utilizing the client's standards this Task will provide Architectural drawings, terms and conditions, and specifications to bid, to be reviewed by client as part of project manual prior to release to market, permit and construct the proposed building.

STRUCTURAL DRAWINGS (SCHEMATIC AND FINAL)

Utilizing the client's standards this Task will provide Structural drawings and specifications to bid, permit and construct the proposed building.

PLEASE NOTE, IN THE FEE SCHEDULE BELOW I HAVE INCLUDED THE LUMP SUM FEE FOR SCHEMATIC DESIGN AND FINAL ENGINEERING. 50% OF THE FEE FOR ARCHITECTURAL DRAWINGS, STRUCTURAL DRAWINGS, AND CIVIL DRAWINGS CAN BE ATTRIBUTED TO SCHEMATIC DESIGN AND 50% CAN BE ATTRIBUTED TO FINAL ENGINEERING DESIGN.

PROJECT MANUAL AND BIDDING

This Task includes the preparation of Section 0 (front end) specification documents for the site project referenced above. This project manual will be used to effectively bid the project. Included is the preparation of the following documents to be included in the Project Manual:

- Project Manual Cover and Index
- Bid Invitation and Bid Instructions
- Special Conditions and Supplementary Conditions
- Project References
- Sub-contractor/Supplier List
- Additional Owner Standard Front End Documents
- Bid Proposal Form (to include lump sum base bid with Unit Price list)
- Addenda as necessary during bidding
- Verify contractor's references
- Provide recommendation to the owner for construction contract
- Assist the owner in the preparation of contracts and review of contract related documents provided by the successful bidder
- Assist the owner in notifying contractors to bid the proposed project

This Task includes one (1) revision after review by the Client.



Fee Proposal

WT Group proposes to provide the Scope of Services defined above on a **fixed fee basis** as follows:

	Civil Engineering	Architectural	Structural Engineering	PHASE TOTAL
SITE ENGINEERING	\$8,000.00			\$8,000.00
ARCHITECTURAL CONSTRUCTION DRAWINGS		\$5,500.00		\$5,500.00
STRUCTURAL DRAWINGS			\$4,600.00	\$4,600.00
PROJECT MANUAL AND BIDDING	\$2,000.00			\$2,000.00
REIMBURSABLE EXPENSES	\$300.00			\$300.00
DISCIPLINE SUB-TOTAL	\$10,300.00	\$5,500.00	\$4,600.00	
TOTAL DESIGN PROPOSAL				\$20,400.00

SCOPE

The Consultant may incur "Reimbursables" during our course of work. Examples of reimbursables include, but are not limited to prints, delivery service, local and long distance travel expenses, and notification fees. Reimbursables shall be invoiced at cost, we expect the cost of the reimbursable expenses to be \$300.00.

The Project will be invoiced monthly based on percentage of completion of each phase with payment due within thirty (30) days of the invoice date. Should payments become delinquent, the Consultant reserves the right to stop work and will consider all legal collections options including such as collection agencies, placing liens on the property, and legal action.

ADDITIONAL SERVICES

It is the Consultant's basic approach to avoid additional services beyond the base Agreement whenever possible. If the scope of services is materially changed, Additional Services beyond the Agreement shall be invoiced on a pre-agreed fixed fee basis or on an hourly base per the rates listed below.

Community Center South Exit Improvements
Cary Park District
September 5, 2024

SIGNATURE PAGE

If the above meets with your approval, please sign and return one (1) original to us. On behalf of WT Group, we look forward to working with you on this project.

Respectfully Submitted,

THE W-T GROUP, LLC



Todd Abrams, P.E., CFM
Executive Vice President

ACCEPTED BY:

Client Signature	Date
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Print Name	Title
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Project Contact Information

WT GROUP
Todd Abrams **Executive Vice President**

Primary Contact	Title
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224-293-6391	847-287-2170	tabrams@wtgroup.com
Office Phone #	Cell Phone #	Email

CLIENT

Primary Contact	Title
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Office Phone #	Cell Phone #	Email
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WT GROUP – ACCOUNTING CONTACT

Accounts Receivable
Main: 224-293-6333
billing@wtengineering.com

Initial

2024 BILL RATE SCHEDULE

ENGINEERING

Principal In Charge	\$ 195.00
Principal In Charge - Expert Testimony	\$ 350.00
Principal	\$ 175.00
Engineer I	\$ 95.00
Engineer II	\$ 115.00
Engineer III	\$ 135.00
Engineering Intern	\$ 75.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Field Data Collector	\$ 75.00
Crew Chief - Solo	\$ 150.00
Crew Chief - Team	\$ 110.00
Crew Chief - Team, Construction Staking	\$ 135.00
Survey Crew Member	\$ 50.00
Utility Locator	\$ 90.00
Permitting/Utility Coordinator	\$ 110.00
Department Coordinator/Project Coordinator	\$ 75.00

ARCHITECTURAL

Principal In Charge	\$ 195.00
Principal	\$ 175.00
Project Manager I	\$ 120.00
Project Manager II	\$ 135.00
Project Manager III	\$ 150.00
Architect I	\$ 90.00
Architect II	\$ 110.00
Architect III	\$ 130.00
Designer I	\$ 75.00
Designer II	\$ 85.00
Designer III	\$ 95.00
CAD/BIM Technician I	\$ 65.00
CAD/BIM Technician II	\$ 75.00
CAD/BIM Technician III	\$ 85.00
Emerging Professional I	\$ 65.00
Emerging Professional II	\$ 75.00
Emerging Professional III	\$ 85.00

CONSULTING

Accessibility Specialist	\$ 75.00
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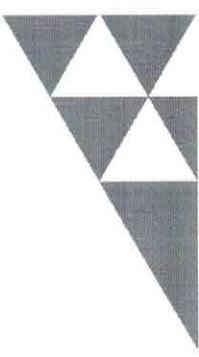
CONSTRUCTION MANAGEMENT

Construction Manager I	\$ 120.00
Construction Manager II	\$ 135.00
Construction Manager III	\$ 150.00
Site Superintendent I	\$ 70.00
Site Superintendent II	\$ 90.00
Site Superintendent III	\$ 110.00

ADMINISTRATIVE

Chief Executive Officer	\$ 225.00
Chief Operating Officer	\$ 195.00
Chief Financial Officer/Chief Information Officer	\$ 175.00
Chief Information Officer	\$ 175.00
Human Resources Manager	\$ 150.00
Business Development Specialist	\$ 150.00
Marketing Manager	\$ 100.00
Office Manager	\$ 85.00
A/R Manager	\$ 85.00
A/P Manager	\$ 85.00
Accounting Clerk	\$ 75.00
Administrative Assistant	\$ 75.00
IT Technician	\$ 120.00
Receptionist	\$ 50.00
Custodian	\$ 50.00





GENERAL TERMS AND CONDITIONS

1. CLIENT RESPONSIBILITIES

Client shall do the following in a timely manner so as not to delay the services of Consultant:

- a. Provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work.
- b. Designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for Consultant's services.
- c. Arrange for access to and make all provisions for Consultant to enter upon public and private property as required for Consultant to perform services under this Agreement.
- d. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any development that affects the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- e. Client reserves the right by written change order or amendment to make changes in scope or time schedule adjustments, and Consultant and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes.

2. CONSULTANT RESPONSIBILITIES

Consultant shall do the following in a timely manner so as not to delay the Project:

- a. Provide professional services described more fully in the Agreement in accordance with generally accepted and currently recognized practices and principles.
- b. Give prompt written notice to Client whenever Consultant observes or otherwise becomes aware of any development that may reasonably affect the scope or timing of Consultant's services, or any defect or non-conformance in the work of any Contractor.
- c. The Consultant shall have the right to rely on the accuracy of any information provided by the Client or provided by other consultants as directed by the Client, where reasonable to do so. The Consultant shall not be required to review this information for accuracy.
- d. Consultant shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor or any other contractors or subcontractors.

3. PAYMENT TERMS

- a. Consultant shall submit monthly statements for services rendered and reimbursable expenses incurred based upon Consultant's estimate of the proportion of the total services actually completed at the time of billing or based upon actual hours expended during the billing period.
- b. Client shall make prompt monthly payments in response to Consultant's monthly statements, in accordance with the Illinois prompt payment act.

4. SUSPENSION AND TERMINATION

- a. Client may direct Consultant to suspend services, in whole or in part, and upon receipt of such direction in writing, Consultant shall immediately take all reasonable steps to minimize any costs resulting from the suspension. Client, however, shall pay all costs resulting from the suspension.
- b. Upon seven (7) days written notice to Client of intent to suspend services for non-payment, Consultant may suspend services under this Agreement until Consultant has been paid in full all amounts due for services, expenses and charges. Consultant shall not be liable for delays or damages resulting from any suspension of services pursuant to this paragraph.
- c. In the event of termination of this Agreement, not the fault of the Consultant, Client shall pay Consultant as follows:
 - a. For lump sum fees, in accordance with the percent of work accomplished to total project scope.
 - b. For time expended on the Project on hourly fee billing matters.
- d. In the event of termination of this Agreement, not the fault of the Consultant, Client shall pay the costs Consultant incurred for sub-consultants to render professional services under this Agreement and all unpaid additional services and unpaid reimbursable expenses, plus all expenses incurred as a result of termination.

5. FORCE MAJEURE

In the case of an event beyond the control of the Client and Consultant, which prevents either Party from complying with any of its obligations under this Contract, including but not limited to:

- a) act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods);
- b) war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo;
- c) rebellion, revolution, insurrection, or military or usurped power, or civil war;
- d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosive, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly;
- e) Disease, designated as a Pandemic or Endemic on a local or global scale;
- f) riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Supplier or of his Subcontractors; or
- g) acts or threats of terrorism.

Neither the Client nor the Consultant shall be considered in breach of this Contract to the extent that performance of their respective obligations (excluding payment obligations) is prevented by an Event of Force Majeure that arises after the Effective Date.

The Party (the "Affected Party") prevented from carrying out its obligations hereunder shall give notice to the other Party of an Event of Force Majeure upon it being foreseen by, or becoming known to, the Affected Party.

If and to the extent that the Consultant is prevented from executing its Services by the Event of Force Majeure, while the Consultant is so prevented the Consultant shall be relieved of its obligations to provide the Services but shall continue a good faith effort to continue to perform its obligations under the Contract so far as reasonably practicable and in accordance with Standard of Care, PROVIDED that if and to the extent that the Consultant incurs additional Cost in so doing, the Consultant shall be entitled to the amount of such Cost.

If and to the extent that the Consultant suffers a delay during the project as a result of the Event of Force Majeure then it shall be entitled to an extension for the Time for Completion.

6. STANDARD OF CARE

The standard of care for all professional services performed or furnished under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished.

7. PERMITS AND APPROVALS

It is the responsibility of the Client to obtain all necessary permits and approvals except as otherwise noted in proposal as an included service. The Consultant will assist the Client as mutually agreed in writing.

8. ENVIRONMENTAL

The Consultant assumes no responsibility for the detection or removal of any hazardous substances found at the job site.

9. JOBSITE SAFETY

The Consultant is not responsible for job site safety or for construction means, methods, techniques or sequences. Job site safety and construction means, methods, techniques or sequences are the responsibility of the Contractor.

10. LIMITATION OF LIABILITY

Consultant's liability to the Client for any and all injuries, claims, losses, expenses, damages, or claim expenses arising out of this Agreement from any cause or causes shall not exceed the limit of the Consultant's liability insurance. Such causes include, but are not limited to, the Consultant's negligent acts, errors, omissions, strict liability, or breach of contract.

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL AND OTHER SERVICES

THIS AGREEMENT entered into by and between WT GROUP (hereafter “FIRM”) and THE CARY PARK DISTRICT (hereafter “AGENCY”).

WHEREAS, FIRM will be performing services and work for AGENCY in accordance with the proposal dated September ____, 2024 (hereafter “Proposal”); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, in the event of a conflict between terms and conditions of this Agreement, the FIRM’s Standard Terms and Conditions, the Proposal, the RFQ, such conflicts shall be resolved in the following order of precedence: (1) this Agreement; (2) the Standard Terms and Conditions; and (3) the Proposal.

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the “Agreement”; and

WHEREAS, FIRM may have subcontractors, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, FIRM hereby agrees:

1. To comply applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body in effect at the time of the work. 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 to operate as a limitation on the laws, regulations and rules with which FIRM must comply, are the Americans with Disabilities 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, 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. To the fullest extent permitted by law, FIRM agrees to waive any and all rights of contribution against AGENCY and to indemnify and hold harmless AGENCY and its officers, officials, employees, and volunteers from and against 3rd party claims, damages, losses and expenses, including legal fees (reasonable attorneys and paralegals fees, expert fees and court costs) to the extent caused by the negligent performance of FIRM’s work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of FIRM, any Subcontractor, anyone directly 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 which AGENCY would otherwise have. FIRM shall similarly, indemnify and hold harmless, AGENCY, its officers, officials, employee, and volunteers against and from 3rd party claims, costs, causes, actions and expenses, including reasonable legal fees, incurred by reason of FIRM's breach of any of its obligations under, or FIRM's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM or any Subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:

- a. Workers' Compensation:

- i. State: Statutory
- ii. Applicable Federal (e.g., Longshoremen's): Statutory
- iii. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee

- b. Commercial General Liability:

- | | |
|----------------|---|
| \$2,000,000.00 | General Aggregate |
| \$1,000,000.00 | Products Completed Operations Aggregate |
| \$1,000,000.00 | Personal and Advertising Injury |
| \$1,000,000.00 | Each Occurrence |
| \$ 50,000.00 | Fire Damage (any one fire) |
| \$ 5,000.00 | Medical Expense (any one person) |

- c. Business Automobile Liability (including owned, non-owned and hired vehicles):

- i. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
- ii. Property Damage

\$1,000,000.00	Per Occurrence
----------------	----------------
- iii. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
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- d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession

- i. \$1,000,000 Per Claim
- ii. \$2,000,000 Aggregate

4. To have all policies of insurance purchased or maintained in fulfillment hereof name the AGENCY as an additional insured thereunder except the professional liability and workers compensation and the FIRM shall provide AGENCY with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of AGENCY to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of

AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of FIRM's obligation to maintain such insurance. The FIRM agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the FIRM will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting FIRM or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

5. FIRM shall cause each consultant employed by FIRM to purchase and maintain insurance of the type specified above. When requested by the AGENCY, FIRM shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, FIRM insurance coverage shall be primary insurance except the professional liability and workers compensation as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the FIRM insurance and shall not contribute with it.
7. Nothing contained in this Contract is to be construed as limiting the liability of FIRM, the liability of any Subcontractor or any tier or either of their respective insurance carriers. AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect AGENCY, or FIRM, but are merely minimums. The obligations of FIRM to purchase insurance shall not, in any way, limit its obligations to AGENCY in the event that AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. In the event FIRM fails to furnish and maintain the insurance required by this Contract, the AGENCY, upon 7 days written notice, may purchase such insurance on behalf of FIRM, and FIRM shall pay the cost thereof to the AGENCY upon demand or shall have such cost deducted from any payments due FIRM. FIRM agrees to furnish to the AGENCY the information needed to obtain such insurance.
9. All insurance provided by FIRM shall provide that the insurance shall apply separately per claim against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
10. All insurance provided by FIRM shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.

11. 30 days written notice shall be provided to AGENCY prior to the termination, cancellation or expiration of any insurance referred to herein.
12. AGENCY reserves the right to modify these requirements herein, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
13. FIRM agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
14. FIRM grants to AGENCY, in perpetuity, a license to use the drawings, specifications and other work products of FIRM and its consultants for its own purposes only after full and final payment is received. Reuse of any of the drawings, specifications or other work products of FIRM and its consultants without the written consent of FIRM, and/or the consultant, as the case may be, shall be at the risk of the AGENCY and AGENCY agrees to indemnify, defend and hold harmless FIRM, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. AGENCY shall endeavor to give FIRM prior written notice of AGENCY's intent to reuse any work products.
15. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to FIRM and for convenience and without cause upon not less than seven days' written notice to FIRM. In the event of termination for other than cause, FIRM shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due. FIRM may terminate this Agreement for cause upon 24 hours written notice of breach to AGENCY and for convenience and without cause upon not less than seven days' written notice to AGENCY.
16. FIRM agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, FIRM shall produce records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the AGENCY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then FIRM shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act. In the event that the AGENCY is found to have not complied with the Freedom of Information Act due to FIRM's failure to produce documents or otherwise appropriately respond to a request under the Act, then FIRM shall indemnify and hold the AGENCY harmless, damages including, costs, reasonable attorneys' fees.

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

This agreement shall be in full force and effect from the ____ day of _____, 2024 until such time as it is terminated by AGENCY.

CARY PARK DISTRICT

WT DESIGN GROUP

Signature

Signature

Printed Name

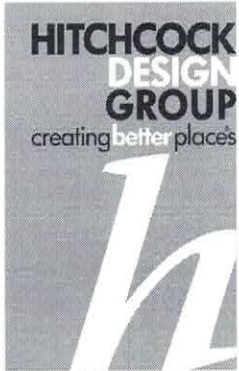
Printed Name

Title

Date

Title

Date



September 9, 2024

Dan Jones
Executive Director
Cary Park District
255 Briargate Road
Cary, Illinois 60013

RE: Community Wide Needs Assessment and Comprehensive Master Plan

Dear Dan,

Thank you for selecting the Hitchcock Design Group team for your Needs Assessment and Comprehensive Master Plan update. We appreciate the opportunity to continue our work with you and the Cary Park District.

PROJECT UNDERSTANDING

The Cary Park District's previous comprehensive plan is approaching the end of the intended cycle establishing the need to engage a planning team to update the plan looking forward the next five to ten years. In addition to the time that has passed since your last plan, the context of the recreation industry has also continued to evolve.

One influential factor was the pandemic we all experienced. While that is getting further in the rearview mirror, it has still left an impact on the context of recreation needs. It's also important to re-engage the community, understand the changing needs and interests, and continue to provide inclusive and equitable services.

PROJECT TEAM AND EXPERIENCE

Hitchcock Design Group has been leading planning projects for Park Districts and Municipalities for over 20 years with Senior Leadership that has over 30 years-experience in the industry. We also have a dedicated group of staff that focus solely on Parks and Recreation that we refer to as our "Recreation Studio," of which I am the managing Principal. This experience provides you with a team with in-depth knowledge of your industry.

Hitchcock Design Group will be the lead consultant responsible for project communications, community engagement, facilitating meetings, park and open space assessment, and development of the final reports. As the Managing Principal of our Recreation Studio with over 25 years of experience, I will be the Project Principal and oversee our teams work. Doug Fair, another Principal with our studio, will bring his experience as the Project Manager and Senior Planner, Jenna Beck, also one of our studio's experienced planners, will be the Planning Assistant, and Max Goettler will be the Technical Assistant.

We have also assembled a team of trusted partners that have a recreation focus, both local and national planning experience, and a history of collaborating on Comprehensive Planning projects together. Williams Architects will join our team to provide facility analysis and strategy development. Recreation Results will provide analysis and recommendations for recreation programs and services. Bobbi Nance, the founder of Recreation Results, also worked in the Park and Recreation industry prior to beginning her consulting career bringing a working knowledge of agency operations.

Lauterbach & Amen will join our team as a financial planner to assist with high-level financial analysis and funding strategies to support the five (5) year action plan detail. Lastly, ETC Institute, and nationally recognized company, will provide statistically valid surveying services.



Thank you again for selecting our team to partner with you on this important agency initiative!

Best regards,
Hitchcock Design Group

Steve Konters, PLA
Senior Principal

To authorize this work, please sign and return this Agreement to Hitchcock Design Group. A countersigned agreement will be returned to you. Thank you for your business!

Accepted: _____
Dan Jones, Executive Director, Cary Park District **Date**

Accepted: _____
Steve Konters, Senior Principal **Date**

Attached: Hitchcock Design Group Scope of Services dated September 4, 2024, HDG Standard Terms and Conditions, and Cary Park District ICA for Professional Services are each made part of this agreement



Scope of Services

Community Wide Needs Assessment and Comprehensive Master Plan

Community Wide Needs Assessment

A. PLAN: Administrative Planning Phase

Process: The Hitchcock Design Group team will:

1. **[STAFF MILESTONE MEETING #1]** Meet with Staff and conduct an Administrative **Kick-off Meeting:**
 - a. Primary topics to include, but not be limited to:
 - i. Team members
 - ii. Task force/advisory committee
 - iii. Key goals, objectives and priorities
 - iv. Public and stakeholder input protocol
 - v. Agency data, demographics and trends
 - vi. Park, facility, and program data
 - vii. Management and operational concerns
 - viii. Capital planning and budgets
 - ix. Preliminary timeline
2. Directly following the Kick-Off meeting, conduct an approximate 1-2 hour **Planning Area Driving Tour** with key individuals utilizing District bus or vehicles as available.
3. Prepare a **Detailed Project Schedule** identifying approximate timelines for each phase of the project, key milestones, community engagement events, deliverable dates and review periods, team meetings, Park Board meetings, and targeted completion. Provide a draft for your review and revise as needed.
 - a. As key milestones and meetings are confirmed, we will send out and manage calendar invites and reminders for the team and Park District staff.
 - b. We will review the project schedule at each meeting and milestone and evaluate adjustments as needed.
4. We will establish **Standing Virtual Monthly Check-Ins** with the Park District leadership team and provide **Bi-Weekly Email Updates** on progress and action items. We will remain flexible with the frequency of the Virtual Check-Ins and increase the frequency as needed to work with your leadership team's schedule, workload, and maintain the overall project schedule.
5. Prepare a **List of Park Board Focus Questions** regarding priority planning objectives for Board members to define at the beginning of the planning project. Provide the list to Park District staff for staff to review with the Board at an upcoming Park Board meeting.

B. CONNECT: Community Engagement Phase

Process: The Hitchcock Design Group Team will:

1. Establish a **Project Website and Digital Marketing Materials** to assist the District in publicizing the Community Meetings through the design process.
 - a. The project website will be hosted on the HDG web platform for the duration of the planning project. We will provide an initial website draft with Park District project branding, text, and support images for Park District review and approval. We will update the website periodically with community meeting details, survey data, and progress updates.



- b. We will work with the Park District to develop the most appropriate marketing strategies for the community meetings and provide digital messaging and graphics for the Park District use in printing and distribution. Strategies may include:
 - i. Social media posts
 - ii. Email communications to residents and stakeholders
 - iii. Fliers for posting at community facilities with website QR code
 - iv. Post cards with website QR code for distribution at events
 - v. "Yard Signs" to be posted at key parks and facilities
2. **[COMMUNITY ENGAGEMENT EVENT #1] Conduct a Statistically Valid Survey:**
 - a. Preparation:
 - i. Prepare written survey
 1. Share examples and conduct discussion
 2. Prepare draft
 3. Make up to two (2) rounds of revisions
 - b. Participants:
 - i. Random sampling
 - ii. Distributed to reasonably reflect demographic composition (geographic dispersion, gender, race/ethnicity)
 - c. Method:
 - i. Custom survey instrument
 - ii. Designated sample quantity 300
 - iii. Designated margin of error and level of confidence percentages (TBD)
 - iv. Tabulated report deliverable
3. **[COMMUNITY ENGAGEMENT EVENT #2] Conduct Virtual Stakeholder Meetings** for stakeholders to be determined **and One (1) In-Person Focus Group Meeting** for seniors during a one-half (1/2) day stakeholder interview session (at a location provided by you and with stakeholders invited by you) to mine constituent interests.
 - a. Participants:
 - i. Representatives of service organizations, specialized associations, and other local agencies
 - ii. Representatives / community leaders for targeted demographic and underserved populations
 - b. Method:
 - i. Focus group setting
 - ii. Facilitated discussion questions
 - iii. Written summary deliverable
4. **[COMMUNITY ENGAGEMENT EVENTS #3 AND #4] Conduct One (1) Community Input Meeting and One (1) Pop-Up Event** (at locations provided by you with participants invited by you) to provide an additional opportunity for public input. **Additional meetings or Pop-Up Events** can be added upon request per the costs identified in the fee structure.
 - a. Participants:
 - i. Community-at-large
 - b. Method:
 - i. Focus-question banner and brainstorming wall exhibit for indoor events, and booth with reference boards and comment cards for outdoor events
 - ii. Marketing materials to promote the project website and online survey
 - iii. Support tools (sign-in, notecards, stickers, pens) for meeting operation
 - iv. Written summary with ranked input deliverable



5. [COMMUNITY ENGAGEMENT EVENT #5] Conduct an **Online Survey**:
 - a. Preparation:
 - i. Establish web platform
 - ii. Supplement questions and topics used in the Statistically Valid survey and prepare online survey tool:
 - iii. Prepare draft
 - iv. Make up to two (2) rounds of revisions
 - b. Participants:
 - i. Community-at-large
 - ii. Users and non-users
 - c. Method:
 - i. Online web-platform, linked to agency website
 - ii. Survey Monkey instrument (multiple choice)
 - iii. Survey promoted by agency
 - iv. Four-week post period
 - v. Tabulated response summary deliverable
6. [STAFF WORKSHOP] Staff Focus Group Workshop:
 - a. Participants: Department heads and key staff
 - b. Method: Conduct a one-hour workshop to evaluate and discuss District wide needs for programs, parks, and facilities
7. Prepare written **Draft Needs Assessment Summary** assembling results of individual community engagement events, survey, staff workshop, and common themes and potential priorities.
8. [STAFF MILESTONE MEETING #2] Conduct Staff Leadership team meeting to review the **CONNECT: Needs Assessment and Community Engagement Phase** findings and deliverables for input and direction to proceed with Park Board Workshop.
9. [BOARD MEETING #1] Conduct Board Workshop to review the **CONNECT: Needs Assessment and Community Engagement Phase** findings and deliverables and conduct focus group session / discuss priorities, thoughts and prioritized preferences with elected officials.
10. Prepare written **Final Needs Assessment Summary Report** based on Staff and Board direction, and for use in advancing into the Comprehensive Master Plan phase of work.

Comprehensive Master Plan

A. ANALYZE: Inventory and Analysis Phase

Process: The Hitchcock Design Group team will:

1. [STAFF MILESTONE MEETING #3] Conduct a Virtual Meeting with the Staff Leadership team to review the Comprehensive Master Plan phase transition, schedule, and next steps.
2. Collect data from current available resources for **Trends, Demographics and Agency Data** including:
 - a. Industry Trends
 - i. State Recreation Facilities Inventory
 - ii. Sports and Fitness Topline Report, by Sports & Fitness Industry Association (SFIA)



- iii. Participation Report, by Physical Activity Council
 - iv. Participation Report, by National Sporting Goods Association
 - b. Demographics
 - i. Population, current and projected
 - ii. Gender, age and ethnicity
 - iii. Income
 - c. Disadvantaged populations
 - i. GIS Mapping identifying key underserved areas
 - d. Agency Data
 - i. Previous surveys
 - ii. Previous Comprehensive Master Plan
 - iii. Capital Improvement/Replacement Plans
 - iv. Park and Amenity inventory data
 - v. Facility data and floor plans
 - vi. Other planning documents
 - vii. Agency organization
3. Prepare new **Comprehensive GIS Mapping** that includes:
- a. Parks and Open Space:
 - i. Agency
 - ii. School district + Municipal +County
 - b. Boundaries:
 - i. Agency +Municipal
 - ii. Planning areas
4. Inventory and Analyze **Recreation Program Data** including:
- a. Existing community data and reports:
 - i. Program guides
 - ii. Website and social media usage
 - iii. Program agreements
 - iv. Available program reports
 - b. RecTrac Data:
 - i. Program inventory, offerings, and trends
 - ii. Participant demographics, characteristics, geographic reach
 - iii. Registration, purchasing, and customer retention trends
 - c. Program Portfolio
 - i. Staff questionnaire and worksheet on program offerings and health followed by Staff Program Workshop
 - ii. Analysis of offerings by category, type, age segment
 - iii. Lifecycle analysis
5. Inventory and Analyze architectural **Facility Data** including:
- a. Inventory:
 - i. *Physical condition (via facility visits):*
 - 1. General compliance with standards and guidelines
 - 2. Functionality and aesthetics
 - 3. Useful-life observations (structure, systems)



- ii. Supporting data:
 - 1. Document general photographic inventory
 - 2. Indoor space square footage for each facility (total, restroom/locker, admin, activity, recreation and fitness, other) based on plans provided by Agency
 - b. Analysis:
 - i. Level of Service Analysis (table) based on total programmable square footage compared to current Regional benchmarks
- 6. Inventory and Analyze **Park Data** including:
 - a. General Inventory
 - i. **Visit Key Community Parks** and review general conditions
 - ii. Provide a written summary of each visited park including:
 - 1. Summary of observations
 - 2. Summary of site programming
 - b. Analysis:
 - i. Update Acreage Level of Service Analysis (LOS, by asset class)
 - 1. LOS of total owned, leased and managed acreage
 - 2. Compared to national (NRPA) LOS standards and Park Metrics (NRPA) database benchmarks
 - ii. Asset Distribution
 - 1. Mini (1/4 mi)
 - 2. Neighborhood (1/2 mi)
 - 3. Community (1 or 2 mi)
 - 4. Overall
 - iii. Amenity Quantity and Distribution
 - 1. Distribution
 - 2. Deficiencies compared to recognized benchmarks (NRPA, State)
- 7. Inventory **Park District Trails** including:
 - a. Develop trail map using GIS data as available for local, CMAP, county, and regional trails.
 - b. Classify existing trails according to both existing and proposed paved multi-use, non-paved multi-use, and on street
- 8. **[STAFF MILESTONE MEETING #4]** Meeting with staff to review **ANALYZE: Inventory and Analysis Phase** findings and deliverables.

B. ENVISION: Alternative Strategies Phase

Process: The Hitchcock Design Group Team will:

- 1. Conduct **Planning Team Visioning Session**
 - a. Synthesize all of the data gathered to date and highlight agency's desired outcomes of the planning process
 - b. Conduct workshop with consultant team and develop preliminary strategies



2. Develop preliminary Strategies for **Recreation Programs and Services** including best practices for:
 - a. New or expanded indoor programs
 - b. New or expanded outdoor programs
 - c. Marketing and outreach recommendations
 - d. Program decommissioning
 - e. Further study and/or planning recommendations
3. Develop preliminary Strategies for building **Facilities** including:
 - a. Modifications
 - b. Adaptive reuse / use-changes
 - c. Expansion or decommissioning
 - d. General maintenance
 - e. New facilities
 - f. Further study and/or planning recommendations
4. Develop preliminary Strategies for **Parks, Open Space, and Trails** including:
 - a. Additional amenities, features and infrastructure
 - b. Natural resource management
 - c. General accessibility recommendations (not transition planning)
 - d. General maintenance
 - e. New parks
 - f. Land acquisition due to level of service, service area or land-use deficiencies
 - g. Trail connectivity
 - h. Further study and/or planning recommendations
5. Prepare written preliminary **Strategies Summary** describing strategies, justification points and appropriate specifics.
6. **[STAFF MILESTONE MEETING #5]** Meet with Staff to review the **ENVISION: Alternative Strategies Phase** recommendations and deliverables.

C. **PRIORITIZE: Preferred Strategies Phase**

Process: The Hitchcock Design Group Team will:

1. Update written **Strategies Summary** incorporating Staff input refining descriptions and adding appropriate implementation strategies and **Ranked Categories** of high, medium, and low.
2. Develop **Action Plan**
 - a. Narrative of preliminary Strategies and the steps necessary to achieve them
 - b. Prioritization, based on ENVISION Phase input
 - c. Timeline
3. Develop **Preliminary Budgets** for capital projects
 - a. Order of magnitude systems descriptions and estimated costs
 - b. Soft cost, contingency and escalation estimates
4. Develop **Funding Strategies**
 - a. Debt issuance and restructuring
 - b. Fund reserves



- c. Grants
 - d. Foundation and donations
5. [STAFF MILESTONE MEETING #6] Meet with Staff to review the **PRIORITIZE: Preferred Strategies Phase** recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
 6. [BOARD MEETING #2] Conduct Board Workshop to review the **ENVISION: Alternative and Preferred Strategies Phase** recommendations and deliverables.

D. IMPLEMENT: Final Comprehensive Master Plan Phase

Process: The Hitchcock Design Group Team will:

1. Develop the draft **Comprehensive Parks and Recreation Master Plan** deliverable by assembling all information from the planning process in a booklet format, following the following general format:
 - a. Executive Summary: process, primary goals and objectives
 - b. Introduction document description, credits
 - c. Chapter One: ENVISION: Alternative Strategies
 - d. Chapter Two: PRIORITIZE: Action Plan
 - e. Chapter Three: ANALYZE: Inventory & Analysis
 - f. Chapter Four: CONNECT: Community Engagement
 - g. Chapter Five: Appendix Supporting Information
2. [STAFF MILESTONE MEETINGS #7] Meet with Staff up to review the **IMPLEMENT: Final Comprehensive Master Plan Phase** recommendations and deliverables. Deliver one hard copy and digital copy of deliverables.
3. [BOARD MEETING #3] Prepare for and conduct final Board presentation of the **IMPLEMENT: Final Comprehensive Master Plan Phase** recommendations and deliverables.
4. Receive comments from Staff and Board; make one round of **Final Revisions** to the Master Plan deliverable.
5. Print and deliver **Hard Copies** of the Final Master Plan deliverable (as a reimbursable expense) and deliver to Staff.

E. POST PLANNING SERVICES: Action Plan Review

1. [STAFF MEETINGS] At your request, conduct a **follow-up meeting each calendar year** following Master Plan adoption (up to three years) with Staff to review Action Plan, Agency's contextual changes, and Master Plan accomplishments. Make an update to the Action Plan and issue digital replacement.

Proposed Professional Fee Structure

The following Fee Structure follows the format outlined Scope of Services dated September 4, 2024.

Professional Fee Structure

PLAN & CONNECT:	Needs Assessment:	\$33,000
ANALYZE:	Data Inventory and Analysis:	\$38,000
ENVISION & PRIORITIZE:	Visioning and Strategy Development:	\$32,000
IMPLEMENT:	Final Report Development:	<u>\$13,500</u>
		Subtotal: \$116,500

Reimbursable Expenses:

Draft printing (materials for staff / board review meetings):	\$200
Mileage (tours, site visits, meetings):	\$300
Printing of Final plans:	<u>as requested, at cost</u>
	Subtotal: \$500

Total: \$117,000

Optional Services:

1. Community Pop-Up Events: Per Event \$1,800

Additional Services:

1. Additional Community Workshops: Per Workshop \$1,600
2. Additional Park Board Meeting Attendance: Per Meeting \$950



HITCHCOCK DESIGN GROUP STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – These Standard Terms and Conditions, and the accompanying Proposal Letter and Scope of Services constitute the full and complete Agreement (Agreement) between the Client (Client) and Hitchcock Design, Inc., dba Hitchcock Design Group (HDG), and may be amended, added to, superseded, or waived only if both parties agree in writing. The Project title is identified in the Proposal Letter.
2. **DOCUMENTS** — ~~All reports, notes, drawings, specifications, data, calculations, and other documents prepared by HDG (“Documents”) are instruments of HDG’S services that shall remain HDG’S property. The Client agrees not to use the Documents for future additions or alterations to this Project or for other projects without HDG’S express written consent. Any unauthorized use of the Documents will be at the Client’s sole risk and without liability to HDG’S or its subconsultants. Accordingly, Client shall defend, indemnify, and hold harmless HDG from and against any and all losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such unauthorized use.~~
3. **CONSTRUCTION PHASE SERVICES** – When construction-phase services are included in HDG’s scope, HDG will visit the site periodically to determine in general whether construction is proceeding in a manner consistent with the intent of the Documents. HDG is not responsible for the contractor’s construction means, methods, techniques, sequencing, or procedures, or for safety or programs in connection with the Project.

In the event that HDG’S scope of services does not include construction phase services and our work is used for construction by the Client, HDG shall not be responsible for the interpretation, accuracy, or completeness of the Documents. Client agrees to defend, indemnify, and hold harmless HDG from and against losses, claims, demands, liabilities, suits, actions, and damages arising out of or resulting from the design Documents.
4. **STANDARD OF CARE** – HDG and its subconsultants (if applicable) will exercise that degree of care and skill ordinarily exercised by other landscape architects and planners on similar projects at the time and locations such services are rendered. ~~Client agrees that services provided will be rendered without warranty, express or implied.~~
5. **OPINION OF PROBABLE COSTS** – When required as part of HDG’s services, HDG will furnish opinions of probable cost, but does not guarantee, warrant or represent the accuracy of such estimates. Opinions of probable cost prepared by HDG hereunder will be made based on HDG’s experience and qualifications and will represent HDG’s judgment as an experienced and qualified design professional. Client agrees that HDG does not have control over the cost of labor, materials, equipment, or services furnished by others, or over market conditions, or contractors’ methods of determining prices, or performing the work.
6. **SUSPENSION/TERMINATION OF WORK** — ~~The Client may, upon seven (7) days written notice, suspend or terminate the Agreement with HDG. The Client shall remain liable for and shall promptly pay HDG for all services performed to the date of suspension or termination. HDG may suspend or terminate the Agreement with Client upon seven (7) days written notice if the Client fails to perform in accordance with this Agreement.~~
7. **LIABILITY** – HDG will furnish general and professional liability insurance certificates upon request. The Client agrees that HDG’S total aggregate liability to the Client for injuries, claims, losses, expenses, or damages, including attorney’s fees, arising out the Project or this Agreement, including, but not limited to, HDG’s negligence, errors, omissions, strict liability, breach of contract, or breach of warranty shall be limited to the compensation actually paid to HDG under this Agreement.
8. **BILLING AND PAYMENT** – Client shall pay HDG in accordance with the professional service fees identified in the Proposal Letter, plus expenses at ~~100+15%~~ of actual cost. HDG will submit to Client, on a monthly basis, an invoice for services performed and expenses incurred during the previous period. **Payment will be due in accordance with the provisions of the Illinois Local Government Prompt Payment Act within thirty (30) days of the invoice date, or 10-business days from the Client’s prime agreement payment terms.** In the event Client fails to pay HDG within thirty (30) days of the due date, Client agrees that HDG shall have the right to consider that event a breach of this Agreement, and upon seven (7) days written notice, HDG’s services and responsibilities may be either suspended or terminated. Client agrees to compensate HDG for services performed regardless of Client’s ability to secure loans, mortgages, additional equity, grants, payment from Client’s client, or other supplementary financing for the project. **Client agrees to pay HDG with ACH digital check. Instructions will be sent with the invoice(s). If Client requires HDG to receive payment by mailed-check, Client agrees to mail check payments to the PO Box Payment Remittance Address below.**
9. **Permits** - Unless specifically described in this Agreement, Client agrees to obtain and pay for all necessary permits from authorities with jurisdiction over the Project.
10. **CONSEQUENTIAL DAMAGES** – HDG and the Client waive consequential damages, including but not limited to damages for loss of profits, loss of revenues and loss of business of business opportunities, for claims, disputes or other matters in question arising out of this Agreement.
11. **MISCELLANEOUS**
Governing Law: The substantive laws of **Illinois** shall govern any disputes between HDG and the Client arising out of the interpretation and performance of this Agreement.
Mediation: HDG and the Client agree that any disputes arising under this Agreement and the performance thereof shall be subject to nonbinding mediation as a prerequisite to further legal proceedings.
HDG Reliance: Unless otherwise specifically indicated in writing and where reasonable to do so in the exercise of the Standard of Care, HDG shall be entitled to rely, without liability, on the accuracy and completeness of information provided by Client, Client’s consultants and contractors, and information from public records, without the need for independent verification.
Certifications: HDG will not sign documents requiring HDG to certify, guaranty, or warrant existence of conditions that would require knowledge, services or responsibilities beyond this Agreement.
Third Parties: 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 HDG. HDG’s services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against HDG because of this Agreement or HDG’s performance of services hereunder.
Waiver of Subrogation – Both parties to this Agreement waive all rights of subrogation and for damages during construction except to the extent covered by property insurance or other insurance applicable to the work or the project.

Authorization - If HDG is authorized to provide these services, either orally or in writing, prior to the execution of this Agreement, such authorization will be deemed an acceptance of this Agreement and agrees to compensate HDG for such services in accordance with the payment terms outlined herein.

INDEPENDENT CONTRACTOR AGREEMENT
FOR PROFESSIONAL AND OTHER SERVICES

THIS AGREEMENT entered into by and between HITCHCOCK DESIGN GROUP (hereafter “FIRM”) and THE CARY PARK DISTRICT (hereafter “AGENCY”).

WHEREAS, FIRM will be performing services and work for AGENCY in accordance with the following: Proposal of Hitchcock Design Group dated **September 4, 2024** together with HDG’s Standard Terms and Conditions (as amended by the parties) (hereafter “Proposal”); all of which are attached hereto and incorporated herein as **Exhibit A**;

WHEREAS, in the event of a conflict between terms and conditions of this Agreement, the FIRM’s Standard Terms and Conditions, the Proposal and the RFQ, such conflicts shall be resolved in the following order of precedence: (1) this Agreement; (2) the Proposal; (3) the Standard Terms and Conditions; and (4) the RFQ.

WHEREAS, Exhibit A, together with this document, collectively comprise the agreement of the parties and are hereafter referred to as the “Agreement”; and

WHEREAS, FIRM may have subconsultants, material suppliers and one or more employees engaged in the performance of said work; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration received and to be received, FIRM hereby agrees:

1. As required by the applicable professional standard of care, to comply with applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or regulatory body currently in effect at the time this agreement is signed. 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 to operate as a limitation on the laws, regulations and rules with which FIRM must comply, are the Americans with Disabilities 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, 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. To the fullest extent permitted by law, FIRM agrees to indemnify and hold harmless AGENCY and its officers, officials, employees, and volunteers from and against 3rd party damages, losses and expenses, including legal fees (reasonable attorneys and paralegals fees, expert fees and court costs) to the extent caused by the negligent performance of FIRM’s work, provided that any such damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction of property, other than the work itself, including the loss of use resulting therefrom, or is attributable to misuse or improper use of trademark or copyright protected material or otherwise protected intellectual property, to the extent it is caused by any wrongful or negligent act or omission of FIRM, any Subcontractor, anyone directly 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 which AGENCY would otherwise have. FIRM shall similarly, indemnify and hold harmless, AGENCY, its officers, officials, employee, and volunteers against and from 3rd party damages, costs, causes, actions and expenses, including reasonable legal fees, incurred by reason of FIRM's breach of any of its obligations under, or FIRM's default of any provisions of the Contract. The indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for FIRM or any Subcontractor under Workers Compensation or Disability Benefit Acts or Employee Benefit Acts.

3. To keep in force, to the satisfaction of AGENCY, at all times during the performance of any work referred to above, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Insurance, and Professional Liability Insurance in at least the type and amounts as follows:
 - a. Workers' Compensation:
 - i. State: Statutory
 - ii. Applicable Federal (e.g., Longshoremen's): Statutory
 - iii. Employer's Liability

\$1,000,000.00	Per Accident
\$1,000,000.00	Disease, Policy Limit
\$1,000,000.00	Disease, Each Employee
 - b. Commercial General Liability:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products Completed Operations Aggregate
\$1,000,000.00	Personal and Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 50,000.00	Fire Damage (any one fire)
\$ 5,000.00	Medical Expense (any one person)
 - c. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - i. Bodily Injury:

\$1,000,000.00	Per Person
\$1,000,000.00	Per Accident
 - ii. Property Damage

\$1,000,000.00	Per Occurrence
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 - iii. Umbrella Excess Liability:

\$2,000,000.00	over Primary Insurance
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 - d. Professional Liability (Errors and Omissions) Insurance appropriate to the FIRM's profession
 - i. \$1,000,000 Per Claim
 - ii. \$2,000,000 Aggregate
4. To have all policies of insurance purchased or maintained in fulfillment hereof name the AGENCY as an additional insured thereunder except the professional liability and workers compensation and the FIRM shall provide AGENCY with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above. Failure of AGENCY to demand any certificate,

endorsement or other evidence of full compliance with these insurance requirements or failure of AGENCY to identify a deficiency from evidence that is provided shall not be construed as a waiver of FIRM's obligation to maintain such insurance. The FIRM agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the AGENCY. Upon request, the FIRM will provide copies of any or all policies of insurance maintained in fulfillment hereof.

AGENCY shall have the right, but not the obligation, of prohibiting FIRM or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by AGENCY.

Failure to maintain the required insurance may result in termination of this Contract at AGENCY's option.

5. FIRM shall cause each consultant employed by FIRM to purchase and maintain insurance of the type specified above. When requested by the AGENCY, FIRM shall furnish copies of certificates of insurance evidencing coverage for each consultant.
6. For any claims related to this contract, FIRM insurance coverage shall be primary insurance except the professional liability and workers compensation as respects the AGENCY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the AGENCY, its officers, officials, employees, or volunteers shall be excess of the FIRM insurance and shall not contribute with it.
7. Nothing contained in this Contract is to be construed as limiting the liability of FIRM, the liability of any Subcontractor or any tier or either of their respective insurance carriers. AGENCY does not, in any way, represent that the coverages or limits of insurance specified is sufficient or adequate to protect AGENCY, or FIRM, but are merely minimums. The obligations of FIRM to purchase insurance shall not, in any way, limit its obligations to AGENCY in the event that AGENCY should suffer an injury or loss in excess of the amount recoverable through insurance, or any loss or portion of a loss which is not covered by FIRM's insurance.
8. In the event FIRM fails to furnish and maintain the insurance required by this Contract, the AGENCY, upon 7 days written notice, may purchase such insurance on behalf of FIRM, and FIRM shall pay the cost thereof to the AGENCY upon demand or shall have such cost deducted from any payments due FIRM. FIRM agrees to furnish to the AGENCY the information needed to obtain such insurance.
9. The General Liability insurance provided by FIRM shall provide that the insurance shall apply separately per claim against whom a claim is made or a suit is brought, except with respect to the limits of the insurer's liability.
10. All insurance provided by FIRM shall be placed with insurers with a current A.M. Best's rating of no less than A: VII using the most recent edition of the A.M. Best's Key Rating Guide. If the

Best's rating is less than A VII or a Best's rating is not obtained, AGENCY has the right to reject insurance written by an insurer it deems unacceptable.

11. 30 days written notice shall be provided to AGENCY prior to the cancellation of any insurance referred to herein.
12. FIRM agrees to furnish any affidavit or Certificate in connection with the work covered by this agreement as required by law.
13. FIRM grants to AGENCY, in perpetuity, a non-exclusive and irrevocable license to use the drawings, specifications and other work products of FIRM and its consultants for AGENCY's own purposes only after full and final payment is received. Reuse of any of the drawings, specifications or other work products of FIRM and its consultants without the written consent of FIRM, and/or the consultant, as the case may be, shall be at the risk of the AGENCY and AGENCY agrees to indemnify, defend and hold harmless FIRM, and/or its consultant, as the case may be, from all claims, damages, and expenses, including attorneys' fees, arising out of such unauthorized reuse. AGENCY shall endeavor to give FIRM prior written notice of AGENCY's intent to reuse any work products.
14. AGENCY may terminate this Agreement for cause upon 24 hours written notice of breach to FIRM and for convenience and without cause upon not less than seven days' written notice to FIRM. In the event of termination for other than cause, FIRM shall be compensated for services performed prior to termination (applying a pro-rata apportionment to the anticipated schedule of services) together with Reimbursable Expenses then due. FIRM may terminate this Agreement for cause upon 24 hours written notice of breach to AGENCY and for convenience and without cause upon not less than seven days' written notice to AGENCY.
15. FIRM agrees to maintain, without charge to the AGENCY, all records and documents for projects of the AGENCY in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. to the extent applicable to FIRM. In addition, FIRM shall provide AGENCY with records which are responsive to a request received by the AGENCY under the Freedom of Information Act so that the AGENCY may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, then FIRM shall so notify the AGENCY and if possible, the AGENCY shall request an extension so as to comply with the Act.

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

This agreement shall be in full force and effect from the ____ day of _____, 2024 until such time as it is terminated by AGENCY.

CARY PARK DISTRICT

Signature

Printed Name

Title Date

HITCHCOCK DESIGN GROUP

Signature

Printed Name

Title Date

Agreement for Use of Cary Park District Community Center Parking Lot

This Agreement ("Agreement") made this 26 day of September, 2024 by and between the Cary Park District, an Illinois Park District ("Park District") and McHenry County Sheriff's Office ("Sheriff's Office") relative to the McHenry County Regional Training Center ("MCRTC") - Joint Training Facilities Board. Park District and Sheriff's Office are hereinafter sometimes individually referred to as "Party" and collectively as the "Parties."

RECITALS

- a. Park District owns property commonly known as the Community Center located at 255 Briargate Road, in Cary, Illinois ("Property").
- b. Sheriff's Office desires to use this site within the Park District as overflow parking for the McHenry County Regional Training Center, 655 Village Hall Drive, in Cary, Illinois 60013 ("Training Center").
- c. This Agreement is not intended to create or imply a joint function, joint venture, or joint enterprise between MCRTC and the Park District.
- d. Park District is willing to grant to the Training Center permission to use the Property subject to the terms and conditions hereinafter set forth.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants hereinafter contained and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Subject to the terms and conditions contained in this Agreement, Park District grants to Sheriff's Office a license (the "License") to use portions of the Property as designated by Park District as overflow parking, unless specified by Park District that a lot is unavailable on select days and/or times with notice provided by the Park District to the Training Center.
 - a. All parking spaces located upon the address of 655 Village Hall Drive, Cary shall be used only for Training Center activities.
 - b. All parking spaces located upon the address of 255 Briargate Rd, Cary shall be used for Community Center patrons and staff. The spaces are separated into three (3) distinct areas - North Lot, East Lot & South Lot. See Attachment "A" for an overview of parking lots/areas. The areas where parking is permitted is referred to as the "Licensed Areas."

- i. **North Lot** - - this lot has the designated handicapped accessible parking stalls and the overflow accessible parking. This area is not available for Training Center overflow use, with the exception of the far western portion of the North lot.
 - ii. **East Lot** - - this lot is the main parking for patrons and staff. If the Training Center desires to use this lot for overflow parking, spaces should be limited to the back (eastern) perimeter of the lot and the gravel overflow area. The need for additional overflow parking within the East Lot must be coordinated in advance with the Park District.
 - iii. **South Lot** - - [Adjacent to roadway commonly known as William Drive] this lot is available for Training Center overflow use.
- c. No overnight parking is permitted on Park District property, with the exception of the South Lot. If overflow overnight parking is needed, it must be coordinated in advance with the Park District.

1. SHERIFF'S OFFICE RESPONSIBILITIES

- a. Sheriff's Office is solely responsible for any and all supervision and security services related to individuals attending training at the Training Center associated with its use of the Property and the Licensed Areas.
- b. Sheriff's Office, as unsafe conditions become known to it or to Training Center personnel, will advise the Park District of any reported safety hazards or potential dangerous conditions associated with the use of the Property or the Licensed Areas.
- c. Sheriff's Office, as any damage to Property is reported to it or to Training Center personnel, will advise the Park District of any such damage.
- d. Sheriff's Office is responsible for the cost and expense to repair any damage done to Park District Property to by any person or entity who is using the Property or the Licensed Areas relative to the Training Center.
- e. *In use of said Property, the Sheriff's Office employees, agents, contractors, volunteers and invitees will comply fully with all applicable federal, state, county and local laws, rules and regulations and will include notice to other entities using the Training Center of this obligation.*

- f. Sheriff's Office will confer with Park District to develop a system, signage or display that will provide notice to individuals attending training at the Training Center of the authorized parking areas for use by attendees of the Training Center. The signage shall be subject to the review and approval of the Park District and the costs of all such signage shall be paid by the Sheriff's Office.
- g. Sheriff's Office fully understands and agrees that the Park District does not assume the care, custody, or control of any personal property or equipment brought upon the Property.
- h. The Sheriff's Office fully understands and agrees that the Park District does not assume any liability for property lost, damaged, or stolen on Park District Property, or for personal injuries sustained on the premises during Sheriff's Office use of any Park District property.

2. PARK DISTRICT RESPONSIBILITIES

Park District will report any vehicles parked in areas not intended for Training Center use per this Agreement by notifying the Sheriff's Office thru the MCRTC personnel and provide a description and location of the subject vehicle.

3. INSURANCE AND INDEMNIFICATION

Sheriff's Office, shall maintain insurance through the County of McHenry of the types and in at least the amounts listed below.

A. Commercial General and Umbrella Liability Insurance

Sheriff's Office shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence or maintain coverage in a similar or a substitute form providing equivalent coverage.

Park District shall be included as an additional insured under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District.

B. Business Auto and Umbrella Liability Insurance

If applicable, Sheriff's Office shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each

accident. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide equivalent contractual liability coverage.

C. Workers Compensation Insurance

If applicable, Sheriff's Office shall maintain workers compensation and employers' liability insurance for their employees with statutory limits and Employer's Liability limits of \$500,000 per accident.

Sheriff's Office waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Sheriff's Office's use of the premises absent any reckless, intentional or any conduct that willfully and wantonly disregards the customary maintenance of Park District's Property.

D. General Insurance Provisions

a. Evidence of Insurance

Prior to using any Park District Property, Sheriff's Office will furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall endeavor to provide for 30 days written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to be sent to the below address and shall be by certified mail, return receipt requested.

Cary Park District
255 Briargate Road
Cary, Illinois 60013
Attn: Executive Director

Failure of Park District to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Sheriff's Office obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this use agreement at Park District's option.

In the event of a claim against Park District, Sheriff's Office shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

b. Acceptability of Insurers

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

E. Indemnification

Sheriff's Office shall indemnify and hold harmless the Park District and its elected and appointed officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees and court costs, arising from or in any way connected with: (i) the use of the Property or of any business or activity thereon, or any work or thing whatsoever done, or condition created in or about the Property during the use; (ii) any act, omission, wrongful act or negligence of Sheriff's Office or any Sheriff's Office contractors or subcontractors, or anyone using the Property pursuant to an agreement with the Sheriff's Office, or the directors, officers, agents, employees, invitees of Sheriff's Office or Sheriff's Office contractors or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or at the Property, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. Sheriff's Office shall similarly protect, indemnify and hold and save harmless the Park District, its officers, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of Sheriff's Office breach of any of its obligations under or Sheriff's Office default of any provision of the Agreement.

4. TERMINATION

In the event of breach, default or a violation (“Default”) of the terms of this Agreement by the Sheriff’s Office or anyone using the Property under or through the Sheriff’s Office, the Park District reserves the right to alter the terms and conditions of the Agreement or to terminate this Agreement at any time and for any reason, following notice to the Sheriff’s Office of such breach, default or violation and the failure of the Sheriff’s Office to cure or resolve the issue within ten (10) days of receiving the notice of Default, except for a situation where Sheriff’s Office is taking reasonable steps to remedy the Default whereby the time to remedy will be extended by a reasonable time in the Park District’s discretion.

NO THIRD-PARTY BENEFICIARY

It is understood the MCRTC will routinely host other agencies and parties who will by proxy be using the overflow parking. As such, other than the right of certain third parties to use the Property for parking as set forth in this Agreement, this Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who in not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

5. CONTINUATION OF TERM

This agreement shall continue until it is terminated by either party with 30 days’ written notice and subject to paragraph 4, above.

6. INCORPORATION

The recitals and Exhibits to this Agreement are incorporated by this reference.

Designated Agency Representatives:

Park District: Representative at the Community Center

Sheriff’s Office: Sergeant or Staff on Duty at MCRTC

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

McHENRY COUNTY SHERIFF'S OFFICE

By: _____
Robb Tadelman, McHenry County Sheriff

CARY PARK DISTRICT

By: _____
Keith Frangiamore, Board President

Dan Jones, Board Secretary

NORTH LOT

