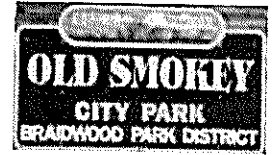


BRAIDWOOD PARK DISTRICT
198 N. Lincoln St. Braidwood, IL. 60408
Phone: (815)458-3896 / Fax: (815)458-3842
www.braidwoodparkdistrict.com



Minutes of the Braidwood Park District
Regular Park Board Meeting
September 1, 2020
Old Smokey Administration Building
245 W. First Street
Braidwood, IL. 60408
7:00p.m.

President Chris Earley, presiding

The Meeting was called to order at 7:00p.m. by President Earley

Roll was called finding the following board members to be physically present: Earley, Howard, Grivetti, Bolatto.

The following board members were absent: Kaminsky

Non-Board Members Present: Consultant Joe Cosgrove.

Public Comment: Public Comment was opened by President Earley at 7:01pm.
There being no comment, Public Comment was closed at 7:02p.m.

Approval of Minutes: A motion was made by Commissioner Howard 2nd by Commissioner Grivetti to approve the minutes from the August 4, 2020 Regular Board Meeting.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

Approval of Warrant: A motion was made by Commissioner Grivetti, 2nd by Commissioner Howard to approve the Warrant of September 1, 2020 in the amount of \$17,285..76.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

Finance Committee: Consultant Cosgrove presented board members with the monthly financial report. A motion was made by Commissioner Grivetti, 2nd by Commissioner Howard to accept the monthly financial report as presented.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

Buildings & Grounds Committee:

- Comm. Grivetti stated that the bases for the new light poles should be installed in the coming days with the poles & lights being installed shortly after. Hardware had been on backorder which was cause for delay of the project.

- Pre. Ealey stated that work is almost complete on the kitchen pavilion inside walls. Painting should be wrapping up in the coming days. 3 to 4 windowsills will also need to be replaced due to damage from water when it rains.

- Pres. Earley shared information from I-PARKS regarding findings and recommendations from their annual inspection.

- Comm. Grivetti stated that BBSA had begun work on the batting cage expansion project.

Recreation Committee: No Report

Consultant/Attorney/Engineer Report: Consultant Cosgrove provided board members with his monthly report.

New and Unfinished Business:

- Comm. Bolatto presented board members with a Real Property Charitable Donation Agreement between the Park District and the Shirley M. Bohac Revocable Living Trust, for the land/cash donation of the property located on W. Bergera Rd. Following discussion, a motion as made by Comm. Bolatto, 2nd by Comm. Earley to approve the agreement as presented.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

- Comm. Bolatto presented a quote from Discount Playground Supply company for the purchase of 50 12” x 4 ft. plastic playground boarders which will be installed around the swing set & monkey bars in the Lions Kiddie Park. A motion was made by Comm. Grivetti, 2nd by Comm. Bolatto to approve the quote in the amount of \$1,691.50.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

- Comm. Grivetti shared information on discounted lighting fixtures and supplies for replacement of security lighting around the grounds. A motion was made by Comm. Howard, 2nd by Comm. Earley to purchase \$545.00 in discounted lighting fixtures and supplies from Anthony Sefcik.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

- Mr. Cosgrove presented board members with an updated employee manual for district employees which has been reviewed and approved by Attorney Kathie Elliott. Following discussion, a motion was made by Comm. Howard, 2nd by Comm. Grivetti to approve the updated employee manual as presented, subject to attorney review of details on page 8 pertaining to sick leave policies.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

- Comm. Bolatto shared an update on the April 6, 2021 Consolidate Election. Election packets can be picked up and circulated starting on September 22nd.

Executive Session: None

Adjournment: A motion was made by Commissioner Grivetti, 2nd by Commissioner Howard, to adjourn the meeting at 7:48p.m.

Roll Call: Earley – Yes, Howard – Yes, Grivetti – Yes, Bolatto – Yes.

Motion Carried. (4-Yes, 0-No, 1-Absent)

Respectfully Submitted



Joshua Bolatto, Secretary

PUBLIC NOTICE

Pursuant to 5 ILCS, Par. 120/2.02 ("Open Meetings Act"), the following meeting has been scheduled by the Braidwood Park District Board of Commissioners as follows:

Date: September 1, 2020

Location: Braidwood Park District
245 West First Street
Braidwood, Illinois 60408

Time: 7:00 PM – Regular Meeting

- I. CALL TO ORDER**
- II. COMMUNICATIONS**
 - A. Public Comment & Correspondence
- III. APPROVAL OF MINUTES**
 - A. Regular Board Meeting of August 4, 2020
- IV. APPROVAL OF WARRANT**
 - A. Warrant of September 1, 2020
- V. FINANCE COMMITTEE**
 - A. Approval of Monthly Financial Reports
- VI. BUILDINGS & GROUNDS COMMITTEE**
 - A. Updates on various projects taking place throughout parks, including but not limited to;
 - a. Security Lighting
 - b. Kitchen Pavilion Walls
 - c. I-PARKS risk management inspection update
- VII. RECREATION COMMITTEE**
- VIII. CONSULTANT'S REPORT / ATTORNEY'S REPORT / ENGINEER'S REPORT**
- IX. NEW AND UNFINISHED BUSINESS**

Discussion and possible action on the following items;

 - A. Approval of agreement between Braidwood Park District and Bohac/Bergera Family for donation & transfer of property and cash donation.
 - B. Purchase of boarder materials for playground areas
 - C. Purchase of LED replacement lighting
 - D. Approval of updated employee manual
 - E. Update on April 6, 2021 Consolidated Election
- X. EXECUTIVE SESSION**
- XI. ADJOURNMENT**

Posted this 28th day of August, 2020
J. Bolatto, Secretary
Braidwood Park District
Board of Commissioners



**BRAIDWOOD PARK DISTRICT
ACCOUNTS PAYABLE**

The Board of Commissioners of the Braidwood Park District hereby approves the Warrant of September 1, 2020 in the amount of \$17,285.76 and hereby instructs the Treasurer to forward payments as herein stated.

President

Treasurer

Date	Check #	Pay To:	For:	Amount
8/7/2020	7473	City of Braidwood	Utilities-Water/Sewer	\$117.22
8/7/2020	7474	Homewood Disposal	Garbage Disposal	\$367.38
8/7/2020	7475	Nicor	Utilities-Natural Gas	\$89.83
8/7/2020	7476	Robbins Schwartz	Legal Fees	\$100.00
8/7/2020	7477	Sistek Sales & Services	Parts	\$38.70
8/7/2020	7478	Tri County Stockdale	Fertilizer, Herbicide	\$623.00
8/7/2020	7479	Whitmore Ace Hardware	Supplies	\$393.54
8/10/2020	eftps	Internal Revenue Service	Payroll Withholding	\$684.10
8/14/2020	7480	Community GMC Inc	Truck Serviced	\$107.24
8/14/2020	7481	Fisher Auto Supply	Parts	\$123.08
8/14/2020	7482	Menards	Supplies	\$628.90
8/14/2020	7483	Rainbow Farms	Playground Safety Mulch	\$5,280.00
8/14/2020	7484	Tire Tracks	Tire Repair	\$70.00
8/16/2020	7485	Brian Stellano	Payroll, Net	\$429.11
8/16/2020	7486	Gerald Curl	Payroll, Net	\$791.61
8/16/2020	7487	Justin Stellano	Payroll, Net	\$585.95
9/1/2020	7488	Brian Stellano	Payroll, Net	\$353.97
9/1/2020	7489	Gerald Curl	Payroll, Net	\$791.61
9/1/2020	7490	Justin Stellano	Payroll, Net	\$605.55
9/1/2020	7491	AT&T	Utilities-Phone/Internet	\$348.17
9/1/2020	7492	Caseys	Fuel	\$253.93
9/1/2020	7493	ComEd	Utilities-Electric	\$1,394.17
9/1/2020	7494	Illinois Public Risk Fund	Work Comp Premium	\$901.00
9/1/2020	7495	Menards	Asphalt Sealer, Lumber	\$513.28
9/1/2020	7496	Nicor	Utilities-Natural Gas	\$22.46
9/1/2020	7497	Service Sanitation	Porta Potties	\$282.00
9/3/2020	7498	Anthony Sefcik	Light Fixtures	\$545.00
9/3/2020	7499	City of Braidwood	Utilities-Water/Sewer	\$117.22
9/3/2020	7500	Homewood Disposal	Garbage Disposal	\$367.38
9/3/2020	7501	Menards	Lumber, Molding	\$281.33
9/3/2020	7502	Nicor	Utilities-Natural Gas	\$31.54
9/3/2020	7503	Whitmore Ace Hardware	Supplies	\$47.49
			TOTAL	\$17,285.76

LAF-CAP

Date

For:

Amount

TOTAL

0

GRAND TOTAL

\$17,285.76



BRAIDWOOD PARK DISTRICT
 FUND BALANCE REPORT
 2020-2021

	BEGINNING BALANCE 4/30/2020	INCOME 9/1/2020	EXPENSE 9/1/2020	ENDING BALANCE 9/1/2020	TRANSFER	ADJUSTED BALANCE 9/1/2020
CORPORATE	\$19,934.75	\$32,575.92	\$25,133.60	\$27,377.07	\$0.00	\$27,377.07
RECREATION	\$20,362.91	\$28,868.43	\$19,077.00	\$30,154.34	\$0.00	\$30,154.34
BOND & INTEREST	\$4,812.68	\$24,492.62	\$6,757.50	\$22,547.80	\$ -	\$22,547.80
AUDIT	\$5,624.05	\$1,938.25	\$0.00	\$7,562.30	\$ -	\$7,562.30
LIABILITY INSURANCE	\$3,562.88	\$11,492.53	\$1,802.00	\$13,253.41	\$0.00	\$13,253.41
PARK IMPROVEMENTS	\$120,818.51	\$67.36	\$34,322.50	\$86,563.37	\$0.00	\$86,563.37
TOTAL	\$175,115.78	\$99,435.11	\$87,092.60	\$187,458.29	\$0.00	\$187,458.29
BANK BALANCE	\$177,886.92					\$191,335.32
LIABILITIES	\$3,372.66					\$4,478.54
DIFFERENCE	(\$601.52)					(\$601.51)

BRAIDWOOD PARK DISTRICT

Balance Sheet

09/01/20

As of September 1, 2020

Accrual Basis

	<u>Sep 1, 20</u>
ASSETS	
Current Assets	
Checking/Savings	
LAF - CAP	146,460.56
Midland State Bank	14,087.69
Midland State Bank Money Mkt	<u>30,787.07</u>
Total Checking/Savings	191,335.32
Other Current Assets	
Petty Cash	<u>1,000.00</u>
Total Other Current Assets	<u>1,000.00</u>
Total Current Assets	<u>192,335.32</u>
TOTAL ASSETS	<u><u>192,335.32</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2000 - Accounts Payable	<u>-12.03</u>
Total Accounts Payable	-12.03
Other Current Liabilities	
PAYROLL-FICA	182.28
PAYROLL-MCARE	779.46
PAYROLL-SWT	835.80
24000 - Payroll Liabilities	<u>2,681.00</u>
Total Other Current Liabilities	<u>4,478.54</u>
Total Current Liabilities	<u>4,466.51</u>
Total Liabilities	4,466.51
Equity	
3000 - Opening Bal Equity	6,793.34
3900 - Retained Earnings	168,732.95
Net Income	<u>12,342.52</u>
Total Equity	<u>187,868.81</u>
TOTAL LIABILITIES & EQUITY	<u><u>192,335.32</u></u>

BRAIDWOOD PARK DISTRICT
Profit & Loss Prev Year Comparison
May 1 through September 1, 2020

	May 1 - Sep 1, 20	May 1 - Sep 1, 19	\$ Change
Income			
Interest - Cap	67.36	1,170.96	-1,103.60
Interest - Corp	0.78	23.54	-22.76
Misc Inc Corp	1,474.80	12.71	1,462.09
Rec Fac Rental	0.00	100.00	-100.00
Tax Ext Audit	1,938.25	2,098.71	-160.46
Tax Ext B&I	24,492.62	25,581.71	-1,089.09
Tax Ext Corp	31,100.34	32,224.18	-1,123.84
Tax Ext Liab	11,492.53	12,062.42	-569.89
Tax Ext Rec	28,868.43	29,911.57	-1,043.14
Total Income	99,435.11	103,185.80	-3,750.69
Gross Profit	99,435.11	103,185.80	-3,750.69
Expense			
10-100 · Corp-Legal Counsel	50.00	50.00	0.00
10-105 · Corp-Consultant Fees	2,750.00	2,750.00	0.00
10-110 · Corp-Telephone	863.28	1,068.30	-205.02
10-120 · Corp-Printing/Publishing	33.00	34.10	-1.10
10-150 · Corp-Utilities	2,943.34	2,355.60	587.74
10-180 · Corp-Garbage	1,016.46	989.58	26.88
10-195 · Corp-Misc Expense	557.68	401.87	155.81
10-200 · Corp-Maint/Building	1,270.04	1,598.33	-328.29
10-210 · Corp-Maint/Equipment	1,004.87	767.93	236.94
10-220 · Corp-Maint/Grounds	0.00	184.08	-184.08
10-225 · Corp-Operating Supplies	3,932.49	2,804.97	1,127.52
10-226 · Corp-Fuel	1,476.36	1,035.35	441.01
10-340 · Corp-Payroll Taxes	8.31	0.00	8.31
20-100 · Rec-Legal Counsel	50.00	50.00	0.00
20-103 · Rec-Consultant Fees	2,750.00	2,750.00	0.00
20-106 · Rec-Misc	0.00	240.06	-240.06
20-135 · Rec-Telephone	863.35	1,068.36	-205.01
20-140 · Rec-Office Supplies	556.61	1,062.37	-505.76
20-150 · Rec-Onsite Programs	389.18	284.34	104.84
20-155 · Rec-Programs Supplies	0.00	28.18	-28.18
20-160 · Rec-Offsite Programs	0.00	525.00	-525.00
20-165 · Rec-Utilities	3,098.86	2,526.58	572.28
20-170 · Rec-Maint Grounds	1,931.92	337.73	1,594.19
20-175 · Rec-Maintenance Building	201.00	1,056.70	-855.70
20-200 · Rec-Operating Supplies	0.00	115.31	-115.31
20-340 · Rec-Payroll Taxes	8.31	0.00	8.31
30-300 · Liab Ins- Liability			
30-305 · Work Comp	1,802.00	901.00	901.00
Total 30-300 · Liab Ins- Liability	1,802.00	901.00	901.00
50-100 · Bond Payment			
50-104 · Bond Interest	6,757.50	600.00	6,157.50
50-105 · Bond Misc	0.00	0.00	0.00
50-100 · Bond Payment - Other	0.00	6,757.50	-6,757.50
Total 50-100 · Bond Payment	6,757.50	7,357.50	-600.00
60-100 · Cap-New Equipment	4,202.50	846.31	3,356.19
60-110 · Cap-Site Improvements	30,120.00	26,842.58	3,277.42
60-120 · Cap-Building Construction	0.00	6,919.09	-6,919.09
66000 · Payroll Expenses	18,455.53	13,369.06	5,086.47
Total Expense	87,092.59	80,320.28	6,772.31
Net Income	12,342.52	22,865.52	-10,523.00

BRAIDWOOD PARK DISTRICT

9/1/2020 12:50 PM

Register: Midland State Bank

From 08/15/2020 through 09/15/2020

Sorted by: Date, Type, Number/Ref

Date	Number	Payee	Account	Memo	Payment C	Deposit	Balance
08/16/2020	7485	Brian Stellano .	-split-		429.11		20,931.39
08/16/2020	7486	Gerald Curl	-split-		791.61		20,139.78
08/16/2020	7487	Justin D Stellano	-split-		585.95		19,553.83
09/01/2020	7488	Brian Stellano .	-split-		353.97		19,199.86
09/01/2020	7489	Gerald Curl	-split-		791.61		18,408.25
09/01/2020	7490	Justin D Stellano	-split-		605.55		17,802.70
09/01/2020	7491	AT&T	2000 · Accounts Payable	148192755 / 1...	348.17		17,454.53
09/01/2020	7492	Casey's	2000 · Accounts Payable	PF637	253.93		17,200.60
09/01/2020	7493	Commonwealth Edison	2000 · Accounts Payable	9351792007 / ...	1,394.17		15,806.43
09/01/2020	7494	Illinois Public Risk F...	2000 · Accounts Payable	Inv #62435	901.00		14,905.43
09/01/2020	7495	Menard's	2000 · Accounts Payable	Acct #3215045...	513.28		14,392.15
09/01/2020	7496	Nicor Gas	2000 · Accounts Payable	3783491000 4 ...	22.46		14,369.69
09/01/2020	7497	Service Sanitation	2000 · Accounts Payable	50-107592 3, I...	282.00		14,087.69
09/15/2020	eftps	Internal Revenue Ser...	-split-	36-3590718	775.72		13,311.97

1. Will County Local Govt CARE Funding Allocations- The allocation application doesn't allow us a lot. We may have a better chance in the next funding cycle.
2. IPARKS – Chris and I met with the IPARKS representative and forwarded to Josh the list of recommendations from the visit.
3. Employee Handbook – Based on IPARKS recommendations and a thorough review by Kathie Elliott, please see the attached draft of the newest employee handbook.
4. 2019 – 2020 Audit, AFR – I am compiling the information necessary for the Auditor to prepare the Annual Financial report and to file the same with the State Comptroller.
5. Employee Tax Deferment – Recently the President issued a Memorandum deferring certain employee Social Security tax withholding. The employee portion of social security taxes, from September 1, 2020 until December 31, 2020 may be deferred and collected and paid after that date. See attached.



Guidance issued to implement Presidential Memorandum deferring certain employee Social Security tax withholding

IR-2020-195, August 28, 2020

WASHINGTON — The Department of Treasury and Internal Revenue Service today issued [guidance \(PDF\)](#) implementing the Presidential Memorandum issued on August 8, 2020, allowing employers to defer withholding and payment of the employee's portion of the Social Security tax if the employee's wages are below a certain amount.

Notice 2020-65, posted today on [IRS.gov](#), makes relief available for employers and generally applies to wages paid starting September 1, 2020, through December 31, 2020.

The employee Social Security tax deferral may apply to payments of taxable wages to an employee that are less than \$4,000 during a bi-weekly pay period, with each pay period considered separately. No deferral is available for any payment to an employee of taxable wages of \$4,000 or above for a bi-weekly pay period.

Today's notice postpones the time for employers to withhold and pay employee Social Security taxes.

[Additional tax relief](#) related to the COVID-19 pandemic can be found on [IRS.gov](#).

Page Last Reviewed or Updated: 31-Aug-2020

REAL PROPERTY CHARITABLE DONATION AGREEMENT

This Real Property Charitable Donation Agreement (this "Agreement") is made and entered into as of the date entered below (the "Effective Date"), by and between Shirley M. Bohac Revocable Living Trust (the "Trust") and the Braidwood Park District (the "Park District") with respect to a charitable donation as described herein (the "Contribution"). The purpose of this Agreement is to set forth the terms and conditions pursuant to which the Trust shall provide and the Park District shall receive the Contribution. The Park District is a political subdivision or governmental unit for the purposes of Section 170(c)(1) of the Internal Revenue Code of 1986, as amended (the "Code"). The Trust desires to support the Park District through its Contribution for use exclusively for public park purposes. The parties hereto agree as follows:

1. Contribution
 - a. The Trust shall donate to the Park District the real property at 500 W. Bergera Drive, Braidwood, IL 60408, described on Exhibit A hereto, consisting of a parcel of land of approximately 1.43 acres and any improvements situated thereon, subject to the terms and conditions of this Agreement (the "Real Property").
 - b. The Trust shall donate to the Park District ten thousand dollars (\$10,000.00) (the "Monetary Donation") for the purpose of developing the Real Property as a public park within 60 days of written request to the Trust.
2. Closing
 - a. The Trust shall deliver to the Park District a title commitment for an owner's extended title insurance policy issued by _____ Title Insurance Company in the amount of \$19,000.00, the agreed value of the real estate, covering title to the real estate, showing title in the intended grantor subject only to (a) the general exceptions contained in the policy; (b) the title exceptions set forth in the title commitment; and (c) title exceptions pertaining to liens or encumbrances of a definite or ascertainable amount which may be removed by the payment of money at the time of closing and which the Trust may so remove at that time by using the funds to be paid upon the delivery of the deed (all of which are herein referred to as the permitted exceptions). The title commitment shall be conclusive evidence of good title as therein shown as to all matters insured by the policy, subject only to the exceptions as therein stated. The Trust shall furnish the Park District an affidavit of title in customary form covering the date of closing and showing title in Park District subject only to the permitted exceptions in foregoing items (b) and (c) and unpermitted exceptions or defects in the title disclosed by the survey, if any, as to which the title insurer commits to extend insurance. _____ shall pay the cost of the title insurance policy. If the title commitment or survey discloses either unpermitted exceptions or survey matters that render the title unmarketable (herein referred to as "exceptions"), Trust shall have ten (10) days from the date of delivery thereof to have the exceptions removed from the commitment or to correct such survey defects, or to have the title insurer commit to insure against loss or damage that may be occasioned by such exceptions, and, in such event, the time of closing shall be five (5) days after delivery of the commitment. If Trust fails to have the exceptions removed or correct any survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects, or in the alternative, to obtain the commitment for title insurance specified above as to such exceptions or survey defects within the specified time, the Park District may terminate this Agreement or may elect, upon notice to Trust within three (3) days after the expiration of the ten day period, to take title as it then is

with the right to deduct from the purchase price liens or encumbrances of a definite or ascertainable amount. If the Park District does not so elect, this Agreement shall become null and void without further actions of the parties.

b. Transfer and delivery of possession of the Real Property will occur on or before _____, 2020 ("Settlement"). Settlement will be held at the offices of the title company issuing the title commitment. The _____ will pay the cost of issuance of title insurance for the property in the amount of \$19,000.00. The Trust and the Park District will cooperate on preparing documents and inspections. At closing, the Trust will deliver to the Park District a warranty deed in trust to the Real Property in form and manner satisfactory to both parties.

c. If the Trust determines closing can be earlier, the Park District will accommodate and accept the earlier date.

d. Real property taxes on the Real Property will be prorated at 100% of the most recent tax year as of the closing based upon the latest available tax information.

3. Representations and Warranties

The Trust represents and warrants as follows:

a. There are no leases, occupancy agreements, management agreements, or maintenance agreements relating to the Subject Property and Trust agrees not to enter into any such agreements relating to the Subject Property without the written consent of Purchaser.

b. To the best of Trust's actual knowledge, there are no proceedings presenting, pending or threatened for the taking by exercise of the power of eminent domain or, in any other manner, for a public or quasi-public purpose, of all or any part of the Subject Property except as disclosed in this Agreement.

c. Except as disclosed in this Agreement, to the best of Trust's actual knowledge, there is no pending or threatened litigation or administrative proceeding involving in any manner the Subject Property.

d. To the best of Trust's knowledge, there are no substances upon the Subject Property nor are there activities engaged in the Subject Property which constitute a violation of any environmental law as referenced below and to the best of Trust's knowledge, there are no underground storage tanks upon the Subject Property. This covenant shall survive the closing for a period of two (2) years.

In addition, to the best of Trust's knowledge, no toxic materials, hazardous wastes, hazardous substances, pollutants or contaminants have been generated, released, stored or deposited over, beneath or on the Subject Property from any source whatsoever, nor has any part of the Subject Property been used for or as a land fill, the result of which could impose any liability under applicable federal or state laws and regulations, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. §9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. §6903 et seq.), and Trust warrants and represents that it has not received any notice nor is it otherwise aware of any actual threatened claims, actions, proceedings, suits or demands by the EPA or any third party relating to environmental matters at, on or arising out of the Subject Property.

e. To the best of Trust's knowledge, there are no uncured violations of any law, ordinance, order, regulation, rule or requirement of any governmental authority affecting the Subject Property.

f. Trust is vested with all necessary legal authority to enter into this Agreement; has full power, authority and legal right, and will have obtained all approvals and consents required to execute this Agreement and to carry out all of Trust's obligations under this Agreement; and this Agreement will constitute the valid and binding obligation of Trust in accordance with its terms.

g. No notices or requests have been received by Trust from any governmental agency or other entity with respect to the Subject Property with which Trust has failed or refused to comply. Any such notices or requests received prior to Closing shall be forwarded to Purchaser within 3 business days of receipt. If Trust does not elect to comply with the notice or request, Purchaser may cancel the Agreement, or Purchaser may elect to take title subject to such matters.

h. To the best of Trust's knowledge, there are no claims, demands, liabilities, actions, special assessments or other governmental assessments or charges pending or threatened against Trust or the Subject Property (including, without limitation, pending or threatened condemnation proceedings by any public or governmental agency or authority other than that disclosed in this Agreement) which:

- (1) constitute or might result in a lien or claim against the Subject Property,
- (2) may result in a monetary or non-monetary obligation to be fulfilled by the Purchaser,
- (3) could prevent, prohibit, delay or interfere with Purchaser's use of the Subject Property for its intended uses and purposes, or
- (4) could otherwise deprive Purchaser of any portion of the Subject Property.

i. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy or under any other debtor relief laws pending or threatened by or against Trust or any of its partners.

j. Except as otherwise provided in this Agreement, during the pendency of this Agreement, from and after the date hereof, Trust shall (except in the case of emergency) refrain from (1) making any changes or improvements upon or about the Subject Property; (2) creating or incurring any mortgage lien, other lien, pledge or other encumbrance in any way affecting the Subject Property; and (3) committing any waste or nuisance upon the Subject Property. Trust shall maintain the Subject Property, keep the Subject Property in compliance with all laws, ordinances, regulations and restrictions affecting the Subject Property and its use, and shall pay all bills and expenses regarding the Subject Property until the Closing.

k. There are no outstanding options or rights granted by Trust to acquire the Subject Property, or any part thereof, and there is no party other than Purchaser having any right or option to acquire the Subject Property or any part thereof, except any foreclosure rights set forth in any mortgages affecting the Subject Property.

l. There are no Agreements, whether written or oral, affecting the use, maintenance and operation of the Subject Property which survive the Closing that cannot be canceled with thirty (30) days' notice.

The Park District represents and warrants as follows:

a. It is a governmental unit or political subdivision for the purposes of Section 170(c)(1) of the Code, and the Contribution will be tax deductible by the Trust; and

b. The Park District has full authority and power to enter into this Agreement, and when signed, it shall be a valid obligation of, and enforceable against, the Park District.

4. Additional Agreements and Covenants

- a. The Park District shall use the Real Property exclusively for a public park for at least 99 years after the last great-grandchild of all current Trust beneficiaries is deceased.
 - b. The Park District shall name the park _____, which shall not be changed without the written approval of an authorized officer of the Trust.
 - c. The Park District agrees to cooperate with the Trust to complete any documentation or additional paperwork necessary or helpful to assist the Trust in documenting its gift or to make a filing with any government entity or regulator. In the event the tax deductibility of the Contribution is challenged, the Park District agrees to provide reasonable assistance to the Trust in contesting the unfavorable determination or ruling.
5. Disclosure of Gift. The Parties acknowledge that certain state or federal laws now or in the future may require the Trust to disclose information on donations provided to charitable entities. The Trust may report information about the Contribution provided under this Agreement, as required by law. Once reported, such information may be publicly accessible.
6. No Assignment. Neither party may assign, directly or indirectly, by operation of law, change of control or otherwise, this Agreement or any rights or obligations hereunder, without the prior written consent of the other party.
7. No Third Party Beneficiaries. This Agreement inures to the benefit of the Park District and the Trust only, and no third party shall have any rights under it, except as expressly provided herein.
8. Amendment; Entire Agreement. This Agreement may not be amended other than by a writing signed by authorized representatives of both parties. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior oral or written agreements, understandings or arrangements.
9. Survival. This Agreement, each of its provisions and all representations, warranties, covenants and agreements in this Agreement will survive the closing and the Settlement and shall not merge in any instrument conveying title to the Park District.
10. Governing Law. This Agreement is governed by the law of the State of Illinois.
11. Right to Inspect Property. In addition to examining the abstract, as part of its due diligence, the Park District may require and/or conduct inspections, tests, and studies with respect to the physical and environmental condition of the Real Property. The Park District and its consultants, agents, engineers, inspectors, Agreementors, and employees must be given reasonable access to the Real Property for the purpose of performing such due diligence. The Park District shall not conduct any intrusive or destructive inspections or borings without the Trust's prior written consent, which consent shall not be unreasonably withheld. The Park District's due diligence shall not interfere with the Trust's business operations.

[remainder of this page left blank intentionally]

IN WITNESS WHEREOF, the parties have signed and thereby caused this Agreement to be duly executed effective as of the date written above.

Braidwood Park District

Shirley M. Bohac Revocable Living Trust

By: _____
Board President

By: _____
Trustee

Attest:

Date: _____, 2020.

Board Secretary

Date: _____, 2020.

4815-7024-3529/ke

EXHIBIT A – LEGAL DESCRIPTION



IPARKS

Illinois Parks Association Risk Services

MEMBER NAME: Braidwood Park District

COUNTY: Will

MEMBER NUMBER: 66

DATE OF VISIT: 8/11/2020

RECOMMENDATIONS

Implementation of the following recommendations and procedures may reduce potential liability exposures:

01: 8/12/2020: The playground equipment at Lions Kiddie Park needs fall protection material.

The playground equipment, including the slide, monkey bars, and swing set, need fall protection material. A lack of fall protection material increases the chance of injury to children falling from the equipment. It is suggested that energy absorbing surfacing material is placed under all playground equipment in accordance with the U.S. Consumer Product Safety Commission *Public Playground Safety Handbook*.

02: 8/11/2020: The merry-go-round at Old Smokey City Park needs repaired.

Merry-go-round platforms should not have any up and down (oscillatory) motion. It is suggested to repair the bearing.

03: 8/11/2020: The concrete footers underneath the spring riders at Old Smokey City Park need covered with fall protection material.

It is suggested to cover the concrete footers underneath the spring riders to prevent injury.

04: 8/11/2020: The large cracks inside the skate park need resealed.

There are some large cracks that could cause injury inside the skate park; it is suggested resealing these cracks to prevent injury.

DISCLAIMER

This report is not intended to identify every possible hazardous situation, risk deficiency, code/legal violation, potential area of liability or violation of safe practices and no party shall rely upon this report as being a comprehensive identifier of each and every potential liability situation or assurance of compliance with any applicable law.





IPARKS

05: 8/11/2020: The metal slide at Lions Kiddie Park has a loose railing. The slide also lacks fall protection and a proper 14" transition platform.

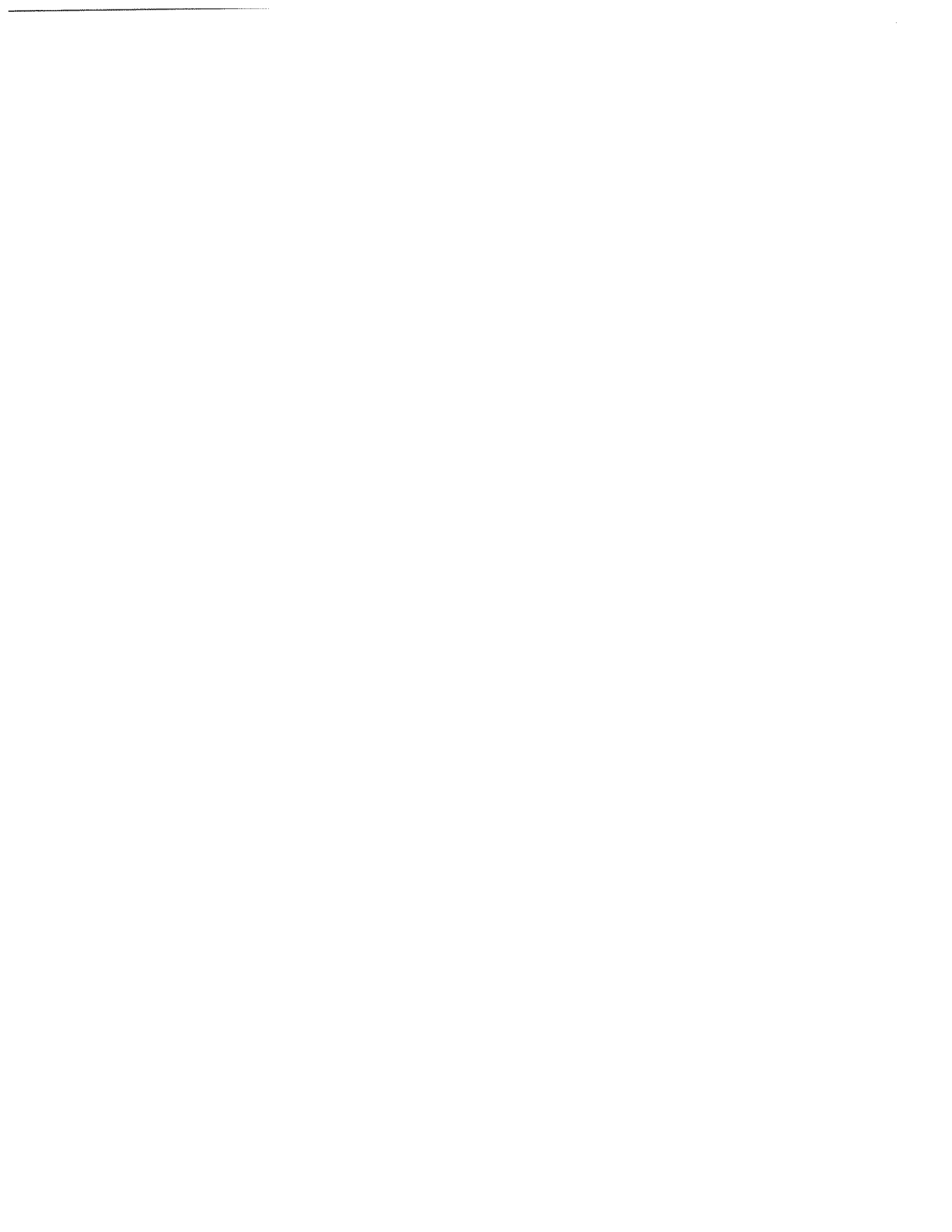
It is suggested at a minimum to repair the loose railing and add fall protection. It should also be considered to remove the slide due to lack of a proper 14" transition platform and hot surfacing.

06: 8/11/2020: The chain used as a gate at Luke Goodrich Park should be painted a bright color, such as yellow or orange.

It is suggested to paint this chain a bright color to prevent possible injury of children running into it and getting hurt.

DISCLAIMER

This report is not intended to identify every possible hazardous situation, risk deficiency, code/legal violation, potential area of liability or violation of safe practices and no party shall rely upon this report as being a comprehensive identifier of each and every potential liability situation or assurance of compliance with any applicable law.





IPARKS – STATEMENT OF ACTION TAKEN FORM

MEMBER NAME: Braidwood Park District

COUNTY: Will

MEMBER NUMBER: 66

**RECOMMENDATIONS
ISSUED:** 8/11/2020

**COMPLIANCE WITH
RECOMMENDATIONS:**

Please indicate the action taken with each recommendation below.

Example:

01: 9/20/2017: Install portable fire extinguishers in all buildings.	<i>Fire extinguishers have been installed in all buildings.</i>
---	---

Recommendation No:

Comments

01: 8/12/2020: The playground equipment at Lions Kiddie Park needs fall protection material.	
02: 8/11/2020: The merry-go-round at Old Smokey City Park needs repaired.	
03: 8/11/2020: The concrete footers underneath the spring riders at Old Smokey City Park need covered with fall protection material.	
04: 8/11/2020: The large cracks inside the skate park need resealed.	
05: 8/11/2020: The metal slide at Lions Kiddie Park has a loose railing. The slide also lacks fall	



IPARKS

protection and a proper 14" transition platform.	
06: 8/11/2020: The chain used as a gate at Luke Goodrich Park should be painted a bright color, such as yellow or orange.	

Completed by:

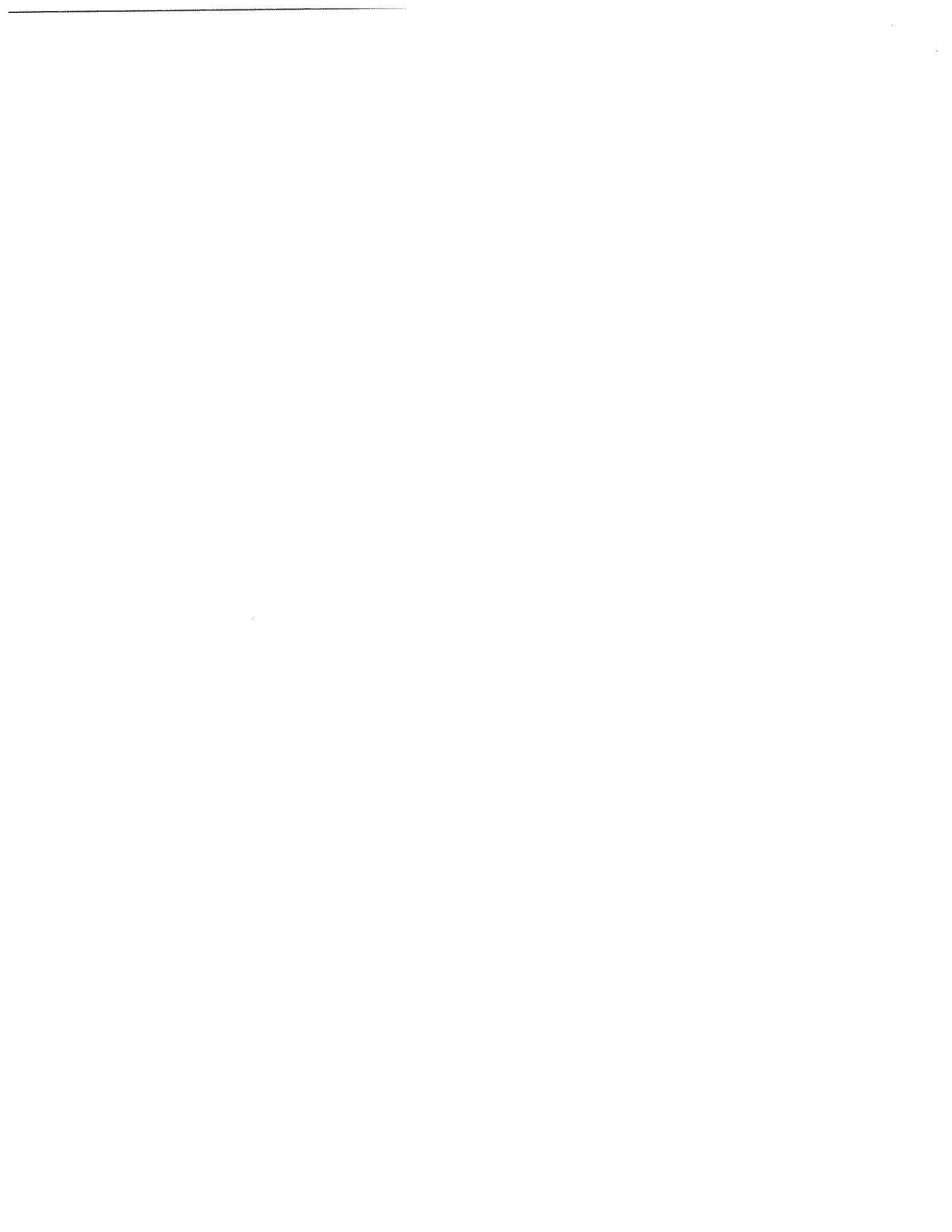
Title:

Title:

Signature:

Date:

Title:





Discount Playground Supply
 P.O. Box 278
 Simpsonville South Carolina 29681
 888-760-2499

Estimate

EST-117378

Bill To
Braidwood Park District - IL
 198 N. Lincoln St
 Braidwood
 60408 IL



Ship To
 Braidwood Park District - IL
 Josh Bolatto
 263 W. 2nd Street
 Braidwood
 60408 IL

Estimate Date : August 21, 2020

Expiry Date : September 18, 2020

Reference # : 12" Plastic Borders w
 /Lift Gate Truck

Sales Person : Mike Baker

#	Item & Description	Qty	Rate	Discount	Amount
1	 12" Plastic Border 2BY2-2BY22412	50 Each	25.95	18.90	1,278.60
2	 Shipping Charges Fastest Shipping	1	419.00	6.10	412.90
Sub Total					1,691.50
Total					\$1,691.50

Notes

Purchase orders can be faxed to 888.988.4355

Terms & Conditions

Unless approved, all orders must be prepaid before your order is shipped.
 Due to impact of the Covid 19 virus, freight is only guaranteed for 30 days.

