



**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  
March 7, 2023  
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 and Kaminsky.

Non-Board Members Present: Consultant Joe Cosgrove (via telephone)

**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, 2<sup>nd</sup> by Commissioner Kaminsky to approve the minutes from the February 7, 2023 Regular Board Meeting.

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

Motion Carried. (5-Yes, 0-No, 0-Absent)

**Approval of Warrant:**

A motion was made by Commissioner Kaminsky, 2<sup>nd</sup> by Commissioner Grivetti to approve the Warrant of February 7, 2023 in the amount of \$6,530.81.

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

Motion Carried. (5-Yes, 0-No, 0-Absent)

A motion was made by Commissioner Grivetti, 2<sup>nd</sup> by Commissioner Bolatto to approve the Warrant of March 7, 2023 in the amount of \$14,030.68.

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

Motion Carried. (5-Yes, 0-No, 0-Absent)

**Finance Committee:** Consultant Cosgrove presented board members with the monthly financial report.

A motion was made by Commissioner Bolatto, 2<sup>nd</sup> by Commissioner Howard to accept the monthly financial report as presented.

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

Motion Carried. (5-Yes, 0-No, 0-Absent)

### **Buildings & Grounds Committee:**

- Comm. Bolatto shared an update on planning for the proposed dog park and associated Intergovernmental Agreement with the City of Braidwood. The IGA will be up for additional discussion, consideration and approval under new business.
- Comm. Bolatto shared an update on planning for the Memorial Day 5K event scheduled for Saturday May 27<sup>th</sup>.
- Comm. Bolatto stated that plans are still on schedule for the RCMS 7<sup>th</sup> grade park cleanup day on Friday March 31<sup>st</sup>. Comm. Earley and Comm. Grivetti stated they would be available to assist the students and teachers with the activity.
- Comm. Earley stated that the pre-filled plastic eggs have been ordered for the annual Children's Easter Egg Hunt scheduled for Saturday April 1<sup>st</sup>. Comm. Bolatto stated that the Knights of Columbus and Lions Club will be filling the Easter baskets on Sunday March 26<sup>th</sup>.
- Comm. Bolatto stated that the Braidwood Baseball/Softball Association will be holding their opening day parade and ceremonies on Sunday April 23<sup>rd</sup>. BBSA will be holding several work days to help get the fields and facilities ready for the season. Water at the concession stand will need to be turned back on by the end of the month as BBSA has their health inspection scheduled for the beginning of April.

### **Recreation Committee:**

- Comm. Bolatto stated that the EAV rate for the district has been submitted to the Director of the Lincolnway Special Recreation Association for review and to calculate an estimated tax extension rate for the board to review. Consultant Cosgrove stated that the updated EAV will be available in the coming weeks from the Will County Supervisor of Assessments.

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

### **New and Unfinished Business:**

- Comm. Earley stated that no updates are available yet for the HVAC system upgrades to the District's administrative office, Maintenance building and Old Smokey Community building.
- Comm. Bolatto presented resolution #2302 – a resolution approving an Intergovernmental Agreement with the City of Braidwood for construction of a dog park at Old Smokey Park. Comm. Bolatto stated that district legal counsel has worked with the City's legal counsel to draft the agreement and several drafts have been sent back and forth between both parties. Comm. Grivetti suggested that visual examples be provided for the various amenities listed in the agreement and exhibit so that board members can see exactly what the amenities will look like. Comm. Earley suggested that approximate values of the amenities should be included in the agreement so that board members have a full understanding of the replacement value in the event that any of the items become damaged and need to be replaced. Having values of the amenities will also be necessary as the district will be covering the facility under its insurance, thus IPARKS will need to validate the assessed value of the facility and amenities in order to add them onto the coverage.

Following discussion, a motion was made by Commissioner Grivetti, 2<sup>nd</sup> by Commissioner Kaminsky to table resolution #2302 and the Intergovernmental Agreement until the additional information can be obtained and included in the agreement.

Roll Call: Earley – Yes, Howard – No, Grivetti – Yes, Bolatto – Yes, Kaminsky - Yes.

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

- Comm. Kaminsky suggested the board reach out to Senator Tammy Duckworth to inquire on the possibility of being considered for discretionary spending funds to assist with playground update projects. Consultant Cosgrove stated that the district has applied for consideration in the past for several years and that he will submit another application again for this year.

- Comm. Bolatto shared a reminder that the April Board Meeting has been rescheduled for Tuesday April 11, 2023 at 7pm due to the District having seats involved in the April 4<sup>th</sup> Consolidated Election.

**Executive Session:** None

**Adjournment:** A motion was made by Commissioner Howard, 2<sup>nd</sup> by Commissioner Earley, to adjourn the meeting at 8:05p.m.

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

Motion Carried. (5-Yes, 0-No, 0-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:** March 7, 2023

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

**Time:** 7:00 PM – Regular Board Meeting

### **REGULAR BOARD MEETING AGENDA**

- I. CALL TO ORDER**
- II. COMMUNICATIONS**
  - A. Public Comment & Correspondence  
Those wishing to speak during Public Comment are asked to state their full name, spell their last name, provide their home address and limit their comments to no more than 3-minutes. Following the close of Public Comment, members of the public will not be permitted to engage in comment or discussion with the board unless recognized by the Board President.
- III. APPROVAL OF MINUTES**
  - A. Regular Board Meeting of February 7, 2023
- IV. APPROVAL OF WARRANT**
  - A. Warrant of March 7, 2023
- V. FINANCE COMMITTEE**
- VI. BUILDINGS & GROUNDS COMMITTEE**
  - A. Updates on various projects taking place throughout parks.
    - a. Updated on proposed Dog Park and Intergovernmental Agreement with City of Braidwood
    - b. Update on Memorial Day 5K event, Saturday May 27<sup>th</sup>
    - c. RCMS 7<sup>th</sup> Grade Park Cleanup Day Friday March 31<sup>st</sup>
- VII. RECREATION COMMITTEE**
  - A. Update on information pertaining to the establishment of a special cooperative agreement with the Lincolnway Special Recreation Association.
- VIII. CONSULTANT’S REPORT / ATTORNEY’S REPORT / ENGINEER’S REPORT**
- IX. NEW AND UNFINISHED BUSINESS**

Discussion and possible action on the following items;

  - A. Various HVAC upgrades to district buildings
  - B. Resolution #2302 – Resolution approving intergovernmental agreement with City of Braidwood for construction of dog park at Old Smokey Park.
- X. EXECUTIVE SESSION**
- XI. ADJOURNMENT**

Posted this 5<sup>th</sup> day of March, 2023  
J. Bolatto, Secretary  
Braidwood Park District  
Board of Commissioners

**Next Regular Meeting: Tuesday April 11, 2023 at 7:00p.m.**

**BRAIDWOOD PARK DISTRICT  
ACCOUNTS PAYABLE WARRANT**

The Board of Commissioners of the Braidwood Park District hereby approves the Warrant of February 7, 2023 in the amount of **\$6,530.81** and hereby instructs the Treasurer to forward payments as herein stated.

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

Date	Check #	Pay To:	Bank	For:	Amount
1/3/2023	8107	Caseys	Midland State Bank II	Fuel	\$ 302.78
1/3/2023	8108	Cintas	Midland State Bank II	First Aid Supplies	\$ 8.84
1/3/2023	8109	City of Braidwood	Midland State Bank II	Utilities-Water/Sewer	\$ 128.61
1/3/2023	8119	Illinois Assoc of Park Districts	Midland State Bank II	Annual Dues	\$ 1,235.70
1/3/2023	8111	Nicor	Midland State Bank II	Utilities - Natural Gas	\$ 563.97
1/3/2023	8112	Service Sanitation	Midland State Bank II	Porta-Potties	\$ 209.00
1/16/2023	8113	Brian Stellano	Midland State Bank II	Payroll, Net	\$ 307.66
1/16/2023	8114	Justin Stellano	Midland State Bank II	Payroll, Net	\$ 520.32
1/17/2023	8115	AT&T	Midland State Bank II	Utilities - Phone/Internet	\$ 380.96
1/17/2023	8116	Card Member Services	Midland State Bank II	CC/ IAPD, Kankakee Truck, HP Store	\$ 1,519.26
1/17/2023	8117	Grainger	Midland State Bank II	Supplies	\$ 13.89
1/17/2023	8118	Sams Club	Midland State Bank II	Supplies	\$ 48.54
1/26/2023	eft	Director of Employment	Midland State Bank II	Unemployment	\$ 209.33
2/1/2023	8119	Brian Stellano	Midland State Bank II	Payroll, Net	\$ 545.37
2/1/2023	8120	Justin Stellano	Midland State Bank II	Payroll, Net	\$ 536.58
<b>Total</b>					<b>\$ 6,530.81</b>

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**BRAIDWOOD PARK DISTRICT  
ACCOUNTS PAYABLE WARRANT**

The Board of Commissioners of the Braidwood Park District hereby approves the Warrant of March 7, 2023 in the amount of **\$14,030.68** and hereby instructs the Treasurer to forward payments as herein stated.

\_\_\_\_\_  
President

\_\_\_\_\_  
Treasurer

Date	Check #	Pay To:	Bank	For:	Amount
2/8/2023	eftps	Internal Revenue Service	Midland State Bank II	Employee Withholding/Payroll	\$ 491.31
2/11/2023	eft	Illinois Department of Revenue	Midland State Bank II	Employee Withholding/Payroll	\$ 115.39
2/14/2023	8121	AT&T	Midland State Bank II	Utilities - Phone/Internet	\$ 439.82
2/14/2023	8122	City of Braidwood	Midland State Bank II	Utilities - Water/Sewer	\$ 128.61
2/14/2023	8123	ComEd	Midland State Bank II	Utilities - Electric	\$ 2,005.76
2/14/2023	8124	Homewood Disposal	Midland State Bank II	Utilities - Garbage	\$ 321.18
2/14/2023	8125	Kankakee Truck Equipment	Midland State Bank II	Repairs, Hydraulic	\$ 1,141.56
2/14/2023	8126	Nicor Gas	Midland State Bank II	Utilities - Natural Gas	\$ 191.68
2/14/2023	8127	Service Sanitation	Midland State Bank II	Porta - Potties	\$ 209.00
2/15/2023	8128	AT&T	Midland State Bank II	Utilities - Phone/Internet	\$ 327.75
2/15/2023	8129	Card Member Servoces	Midland State Bank II	CC/ Sams, USPS	\$ 118.13
2/15/2023	8130	Casey's	Midland State Bank II	Fuel	\$ 116.92
2/15/2023	8131	Nicor Gas	Midland State Bank II	Utilities - Natural Gas	\$ 419.48
2/15/2023	8132	Robbins Schwartz	Midland State Bank II	Legal Fees	\$ 150.00
2/16/2023	8133	Brian Stellano	Midland State Bank II	Payroll, Net	\$ 489.44
2/16/2023	8134	Justin Stellano	Midland State Bank II	Payroll, Net	\$ 584.32
3/1/2023	8135	Brian Stellano	Midland State Bank II	Payroll, Net	\$ 433.51
3/1/2023	8136	Justin Stellano	Midland State Bank II	Payroll, Net	\$ 482.40
3/6/2023	8137				\$ -
3/6/2023	8138	AT&T	Midland State Bank II	Utilities - Phone/Internet	\$ 794.72
3/6/2023	8139	Casey's	Midland State Bank II	Fuel	\$ 73.37
3/6/2023	8140	Cintas	Midland State Bank II	First Aid Supplies	\$ 17.40
3/6/2023	8141	City of Braidwood	Midland State Bank II	Utilities - Water/Sewer	\$ 128.61
3/6/2023	8142	ComEd	Midland State Bank II	Utilities - Electric	\$ 2,820.49
3/6/2023	8143	Illinois Public Risk Fund	Midland State Bank II	Work Comp Premium	\$ 901.00
3/6/2023	8144	Nicor Gas	Midland State Bank II	Utilities - Natural Gas	\$ 640.47
3/6/2023	8145	Robbins Schwartz	Midland State Bank II	Legal Fees	\$ 55.00

Braidwood Park District

Warrant

March 7, 2023

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3/6/2023	8146	Service Sanitation	Midland State Bank II	Porta - Potties	\$ 209.00
3/6/2023	8147	Sistek Sales & Service	Midland State Bank II	Oil, Filter	\$ 83.80
3/6/2023	8148	Whitmore Hardware	Midland State Bank II	Supplies	\$ 140.56
Total					<u>\$ 14,030.68</u>

BRAIDWOOD PARK DISTRICT  
 FUND BALANCE REPORT  
 2022 - 2023

	BEGINNING BALANCE 4/30/2022	INCOME 3/7/2023	EXPENSE 3/7/2023	ENDING BALANCE 3/7/2023	TRANSFER	ADJUSTED BALANCE 3/7/2023
CORPORATE	\$14,730.96	\$62,214.67	\$55,189.05	\$21,756.58	\$0.00	\$21,756.58
RECREATION	\$16,917.64	\$58,411.13	\$46,096.39	\$29,232.38	\$0.00	\$29,232.38
BOND & INTEREST	\$3,412.87	\$50,450.78	\$52,333.54	\$1,530.11	\$0.00	\$1,530.11
AUDIT	\$3,491.88	\$2,932.99	\$1,940.00	\$4,484.87	\$0.00	\$4,484.87
LIABILITY INSURANCE	\$4,704.87	\$21,502.03	\$18,700.00	\$7,506.90	\$0.00	\$7,506.90
PARK IMPROVEMENTS	\$134,617.58	\$4,293.10	\$36,568.12	\$102,342.56	\$0.00	\$102,342.56
BERGERA / BOHAC PARK	\$46,354.48	\$0.00	\$0.00	\$46,354.48	\$0.00	\$46,354.48
TOTAL	\$224,230.28	\$199,804.70	\$210,827.10	\$213,207.88	\$0.00	\$213,207.88
Bank Balance	\$ 226,352.63					\$ 215,470.96
Liabilities	\$ 3,304.27					\$ 3,432.70
Adjusted Balance	\$ (5,426.62)					\$ (5,695.78)

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**BRAIDWOOD PARK DISTRICT**  
**Balance Sheet**  
**As of March 7, 2023**

	<u>Mar 7, 23</u>
<b>ASSETS</b>	
<b>Current Assets</b>	
<b>Checking/Savings</b>	
LAF - CAP	180,921.26
Midland State Bank - Checking 2	18,980.66
Midland State Bank Money Mkt	15,569.04
<b>Total Checking/Savings</b>	<u>215,470.96</u>
<b>Other Current Assets</b>	
Petty Cash	1,000.00
<b>Total Other Current Assets</b>	<u>1,000.00</u>
<b>Total Current Assets</b>	<u>216,470.96</u>
<b>TOTAL ASSETS</b>	<u><u>216,470.96</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
<b>Liabilities</b>	
<b>Current Liabilities</b>	
Accounts Payable	
2000 - Accounts Payable	-12.03
<b>Total Accounts Payable</b>	<u>-12.03</u>
<b>Other Current Liabilities</b>	
PAYROLL-FICA	106.38
PAYROLL-MCARE	454.84
PAYROLL-SWT	426.44
24000 - Payroll Liabilities	2,457.07
<b>Total Other Current Liabilities</b>	<u>3,444.73</u>
<b>Total Current Liabilities</b>	<u>3,432.70</u>
<b>Total Liabilities</b>	3,432.70
<b>Equity</b>	
3000 - Opening Bal Equity	6,793.34
3900 - Retained Earnings	217,267.32
Net Income	-11,022.40
<b>Total Equity</b>	<u>213,038.26</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>216,470.96</u></u>

**BRAIDWOOD PARK DISTRICT**  
**Profit & Loss Prev Year Comparison**  
**May 1, 2022 through March 7, 2023**

	May 1, '22 - Mar 7, 23	May 1, '21 - Mar 7, 22	\$ Change
<b>Income</b>			
Corp Grants	0.00	1,550.00	-1,550.00
Interest - Cap	4,293.10	36.77	4,256.33
Interest - Corp	92.10	0.00	92.10
Misc Inc Corp	2,110.31	4,418.48	-2,308.17
Misc Inc Parklm	0.00	21,284.20	-21,284.20
Misc Inc Rec	2,782.00	148.54	2,633.46
Misc Income Liab	0.00	518.90	-518.90
Rec Fac Rental	75.00	200.00	-125.00
Tax Ext Audit	2,932.99	2,924.26	8.73
Tax Ext B&I	50,450.78	49,880.80	569.98
Tax Ext Corp	60,012.26	58,503.55	1,508.71
Tax Ext Liab	21,502.03	21,538.16	-36.13
Tax Ext Rec	55,554.13	54,604.60	949.53
<b>Total Income</b>	<b>199,804.70</b>	<b>215,608.26</b>	<b>-15,803.56</b>
<b>Gross Profit</b>	<b>199,804.70</b>	<b>215,608.26</b>	<b>-15,803.56</b>
<b>Expense</b>			
2000 - 2022 Uncleared Checks	903.54	0.00	903.54
10-100 · Corp-Legal Counsel	202.50	75.00	127.50
10-105 · Corp-Consultant Fees	2,750.00	2,750.00	0.00
10-110 · Corp-Telephone	2,493.18	2,330.47	162.71
10-120 · Corp-Printing/Publishing	79.20	0.00	79.20
10-130 · Corp-Postage	124.13	0.00	124.13
10-140 · Corp-Office Supplies	187.54	23.13	164.41
10-150 · Corp-Utilities	11,695.49	9,286.04	2,409.45
10-180 · Corp-Garbage	3,253.55	2,993.75	259.80
10-185 · Corp-Education	680.00	0.00	680.00
10-195 · Corp-Misc Expense	488.88	1,144.37	-655.49
10-200 · Corp-Maint/Building	2,968.95	2,310.88	658.07
10-210 · Corp-Maint/Equipment	3,096.36	6,953.57	-3,857.21
10-220 · Corp-Maint/Grounds	143.88	0.00	143.88
10-225 · Corp-Operating Supplies	4,436.00	5,566.79	-1,130.79
10-226 · Corp-Fuel	3,611.17	4,867.96	-1,256.79
10-340 · Corp-Payroll Taxes	643.73	728.66	-84.93
20-100 · Rec-Legal Counsel	202.50	75.00	127.50
20-103 · Rec-Consultant Fees	2,750.00	2,750.00	0.00
20-105 · Rec-Dues	1,235.70	1,235.70	0.00
20-106 · Rec-Misc	148.69	66.17	82.52
20-135 · Rec-Telephone	2,493.29	2,330.56	162.73
20-140 · Rec-Office Supplies	1,461.39	1,662.39	-201.00
20-150 · Rec-Onsite Programs	3,681.79	4,114.29	-432.50
20-155 · Rec-Programs Supplies	1,411.75	1,295.35	116.40
20-160 · Rec-Offsite Programs	0.00	545.00	-545.00
20-165 · Rec-Utilities	12,165.65	9,635.37	2,530.28
20-170 · Rec-Maint Grounds	152.48	0.00	152.48
20-175 · Rec-Maintenance Building	1,402.58	954.04	448.54
20-200 · Rec-Operating Supplies	915.85	177.71	738.14
20-340 · Rec-Payroll Taxes	643.77	728.68	-84.91
30-300 · Liab Ins- Liability	18,700.00	18,558.00	142.00
40-400 · Audit-Accounting Services	1,940.00	1,800.00	140.00
50-100 · Bond Payment	51,333.54	48,998.03	2,335.51
50-102 · Bond Expense	1,000.00	1,000.00	0.00
60-100 · Cap-New Equipment	3,164.50	1,294.20	1,870.30
60-110 · Cap-Site Improvements	26,585.32	35,887.04	-9,301.72

10:18 AM  
03/07/23  
Accrual Basis

**BRAIDWOOD PARK DISTRICT**  
**Profit & Loss Prev Year Comparison**  
**May 1, 2022 through March 7, 2023**

	<u>May 1, '22 - Mar 7, 23</u>	<u>May 1, '21 - Mar 7, 22</u>	<u>\$ Change</u>
60-120 · Cap-Building Construction	6,818.30	6,857.28	-38.98
66000 · Payroll Expenses	34,861.90	44,316.82	-9,454.92
66900 · Reconciliation Discrepancies	0.00	15.36	-15.36
Total Expense	<u>210,827.10</u>	<u>223,327.61</u>	<u>-12,500.51</u>
Net Income	<u>-11,022.40</u>	<u>-7,719.35</u>	<u>-3,303.05</u>

**RESOLUTION NO. 2302**

**RESOLUTION APPROVING INTERGOVERNMENTAL AGREEMENT WITH CITY OF  
BRAIDWOOD FOR CONSTRUCTION OF DOG PARK AT OLD SMOKEY PARK**

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**RECITALS**

**WHEREAS**, the Braidwood Park District (the "Park District") is an Illinois park district formed and operating pursuant to the Illinois Park District Code, 70 ILCS 1205/1-1 et seq, (the "Park Code") and the laws of the State of Illinois; and

**WHEREAS**, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance, and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

**WHEREAS**, Intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (2012) ("the Act"); and

**WHEREAS**, the Park District wishes to provide the public with an off-leash dog park on property owned by the Park District at Old Smokey Park; and

**WHEREAS**, the Park District's Board of Park Commissioners ("Park Board") has determined that it is in the best interests of its residents, as well as the public generally, to partner with the City of Braidwood ("City") for construction of an off-leash dog park and related amenities including parking, at Old Smokey Park (the "Project"); and

**WHEREAS**, the City and the Park District have agreed to terms under which the City will construct, and the Park District will own and operate, the off-leash dog park at Old Smokey Park for the benefit of the public; and

**WHEREAS**, the Park District and the City have negotiated an intergovernmental agreement setting forth the agreed terms and conditions for the construction of the dog park ("Agreement"), and said Agreement is attached hereto as **Exhibit 1**; and

**WHEREAS**, the Park Board has determined it is in the best interests of the Park District and its residents to cause the construction of an off-leash dog park, including related amenities and appropriate parking, at Old Smokey Park, upon the terms and conditions set forth in the Agreement.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE BRAIDWOOD PARK DISTRICT AS FOLLOWS:**

**SECTION 1:** The foregoing recitals are hereby adopted and incorporated into this Resolution as if set forth in their entirety in this Section 1. All exhibits referenced in this Resolution are hereby incorporated into this Resolution in their entirety by this reference.

**SECTION 2:** The Park Board hereby finds and determines that it is necessary, convenient and in the public interest for the Braidwood Park District to arrange for the construction of an off-leash dog park

at Old Smokey Park with the City in accordance with the terms and conditions of the Agreement attached hereto as **Exhibit 1**, and to own and operate said dog park upon completion of its construction.

**SECTION 3:** The Park Board hereby approves the Agreement in substantially the form attached hereto as **Exhibit No. 1**, and authorizes and directs the Park Board President to execute, and the Park Board Secretary to attest to the Agreement and deliver same to the City of Braidwood.

**SECTION 4:** Park District staff and legal counsel are hereby authorized and directed to take any and all necessary and proper lawful action to exercise the Park District’s rights and perform its obligations under the Agreement.

**SECTION 5:** All other resolutions, motions, and parts of the same, in conflict or inconsistent with any of the provisions of this Resolution are hereby repealed to the extent they are inconsistent with this Resolution. If any section, subsection, paragraph, sentence, clause or phrase of this Resolution or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such holding shall not affect the validity or effectiveness of the remaining portions of this Resolution, or any part thereof.

**SECTION 6:** This Resolution shall take effect immediately upon its passage and approval according to law.

**PASSED AND APPROVED BY THE BOARD OF PARK COMMISSIONERS OF THE BRAIDWOOD PARK DISTRICT**, this \_\_\_\_ day of \_\_\_\_\_, 2023 by roll call vote as follows:

- AYES:
- NAYS:
- ABSENT:
- ABSTAIN:

\_\_\_\_\_  
\_\_\_\_\_, President,  
Board of Park Commissioners  
Braidwood Park District

**ATTEST:**

\_\_\_\_\_  
\_\_\_\_\_, Secretary,  
Board of Park Commissioners  
Braidwood Park District

**SECRETARY'S CERTIFICATE**

I, \_\_\_\_\_, do hereby certify that I am Secretary of the Board of Park Commissioners of Braidwood Park District, Will County, Illinois, and as such official, I am keeper of the records, ordinances, resolutions, files, and seal of said Park District; and,

I hereby further certify that the foregoing instrument is a true and correct copy of:

**RESOLUTION 2302, APPROVING INTERGOVERNMENTAL AGREEMENT WITH CITY OF BRAIDWOOD FOR CONSTRUCTION OF DOG PARK AT OLD SMOKEY PARK**

adopted at a duly called Regular Meeting of the Board of Park Commissioners of Braidwood Park District, held in Braidwood, Illinois, in said District at \_\_\_\_:\_\_\_\_ p.m. on the 7<sup>th</sup> day of March 2023.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 48 hours in advance of the holding of said meeting, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Park District Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board, in the passage of the resolution.

**IN WITNESS WHEREOF**, I hereunto affix my official signature and the seal of said Park District at Braidwood, Illinois this 7<sup>th</sup> day of March, 2023.

\_\_\_\_\_  
Secretary  
Board of Park Commissioners  
Braidwood Park District

[SEAL]

**EXHIBIT 1**

**[INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRAIDWOOD AND  
THE BRAIDWOOD PARK DISTRICT FOR CONSTRUCTION OF  
A DOG PARK AT OLD SMOKEY PARK (INCLUDING EXHIBIT NO. 1)]**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF BRAIDWOOD AND THE BRAIDWOOD  
PARK DISTRICT FOR THE CONSTRUCTION OF A DOG PARK AT OLD SMOKEY PARK**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Braidwood, an Illinois municipality ("City") and the Braidwood Park District, an Illinois unit of local government ("Park District") The City and the Park District are hereinafter sometimes referred to individually as a "Party," and collectively as the "Parties."

**RECITALS**

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, intergovernmental cooperation is further authorized by the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. (2012) ("the Act"); and

WHEREAS, the City and Park District are public agencies as that term is defined by the Act, 5 ILCS 220/2; and

WHEREAS, the Parties wish to create a dog park on property owned by the Park District at Old Smokey Park in accordance with the terms and conditions of this Agreement (the "Project"); and

WHEREAS, the Parties have determined that it is in the best interests of their respective residents, as well as the public generally, to proceed with the Project, and desire to partner together to facilitate the Project's construction, operation and maintenance; and

WHEREAS, the Parties wish to define and establish their respective rights, responsibilities and obligations with respect to the construction, operation, and maintenance of the Project.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties the Parties agree as follows:

1. RECITALS INCORPORATED. The foregoing recitals are incorporated herein by reference and made a part hereof as though fully set forth in this paragraph 1, the same constituting the factual basis for this Agreement. All exhibits referenced and attached to this Agreement are hereby incorporated into this Agreement by this Section 1.

2. SCOPE OF PROJECT.

2.1 The City will purchase all of the necessary materials and complete installation of the Project at the City's cost when it is most financially feasible for the City to complete the Project, but not later than August 31, 2023. The Project design, specifications, and installation shall be completed by the City with input from the Park District, in accordance with applicable law including applicable City Codes, and



consistent with the drawing attached hereto as Exhibit A. The Project shall consist of the following materials and amenities, at a minimum.

1. Fencing for two separate "runs", one for larger dogs and one for smaller dogs, including a double gated entrance area.
2. Pavilion or shade structure (s)
3. Water fountain(s) and connection to City water main.
4. Trash & dog waste receptacle(s)
5. Regulatory signage for the entrance to the fenced in area (Park District to provide language for signage).
6. Parking area just off of the roadway

After completion, the Project will be part of Old Smokey Park, property of the Park District, and operation and maintenance will be the sole responsibility of the Park District. The Park District shall be solely responsible for maintaining insurance coverage on the improvements installed as part of the Project following completion of construction and the Park. The insurance required of City and the City's contractors, subcontractors and suppliers under this Agreement shall remain in full force and effect until expiration of any limitations period for any claim arising from design, labor or materials required to construct the Project, whether performed by City or City's contractor(s). The City shall pay and remove any and all liens filed against the funds or property of the Park District arising from claims by contractors, subcontractors, or suppliers of labor and/or material for the Project.

2.2 The City will serve as primary lead on construction of the Project, which shall include but is not limited to completing the solicitation for bids if required by law, payment of all services needed to complete the Project, and compliance with all applicable laws and regulations pertaining to construction of the Project, including but not by limitation, the Illinois Prevailing Wage Act, 820 ILCS 130 et seq.

### 3. INDEMNIFICATION AND INSURANCE.

3.1. Each Party shall indemnify, hold harmless and defend the other Party and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and court costs, which may in any way accrue against the other Party and its officials, officers, employees and agents as a consequence of the acts or omissions of the indemnifying Party or its officials, officers, employees, agents and independent contractors in its performance under this Agreement to the extent permitted by law, and the indemnifying Party shall, at its own expense, appear, defend and pay all charges of attorneys' fees and costs and other expenses. Parties acknowledge that City employees that may also be park district commissioners. Any Park District commissioners who are also City employees that are engaged in work on the Project are hereby deemed to be acting in their capacity as a City employee and not as a Park District officer, elected official, employee, volunteer or agent, and said individuals are hereby deemed to be under the supervision and control of the City while performing any work required for the Project.

3.2. Each Party shall provide notice to the other Party within five (5) business days after the notifying Party becomes aware of any claim or demand arising from this Agreement. Such notice shall be provided in accordance with Section 13 of this Agreement. .

3.3. Nothing in this Agreement shall be construed as prohibiting either Party or their respective officers, employees and agents from defending, through the selection and use of their own agents,

attorneys and experts, any claims, actions or suits brought against them arising out of the performance of this Agreement.

3.4. At its own expense, the City shall obtain and keep in force during the duration of this Agreement the following insurance coverage for Project work with the following minimum limits: The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

- Broad form comprehensive general liability, with a general aggregate of \$3,000,000.00 and \$1,000,000.00 for each occurrence.
- Workers' compensation insurance in accordance with the provisions of the laws of the State of Illinois, including occupational disease provisions, for all applicable employees pursuant to this Agreement. Employer liability coverage in an amount not less than \$1,000,000.00.
- Comprehensive automobile liability, with coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage, with a combined single limit coverage of \$1,000,000.00.

The minimum insurance coverage specified in this Paragraph 3.4 may be provided by self-insurance, participation in a risk management pool, commercial policies of insurance, or a combination thereof. Each Party shall provide evidence of the required coverages upon the request of the other Party.

3.5. The City shall require any contractor performing any work on the Project to carry liability insurance, workers compensation, employer liability, and auto liability, in coverage amounts and from insurance providers acceptable to the Parties. All contractors shall name the Park District, its officers, employees, agents, and volunteers as additional insureds under such policies to the same extent City obtains such additional insured coverage for itself. Contractor or City shall furnish to the Park District copies of certificates of insurance evidencing coverage for any contractor performing any such work. The City shall similarly require any contractor(s) or subcontractor(s) performing any of the work contemplated by this Agreement, to indemnify, hold harmless and defend both Parties and their respective officials, officers, employees, and agents, from and against all injuries, deaths, injuries, losses, damages, including property damage, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees and court costs, which may in any way accrue against either Party as a consequence of the acts or omissions of any contractor or subcontractor, or any of their respective officials, officers, employees, agents, and independent contractors, pursuant to this Agreement.

4. NO WAIVER OF TORT IMMUNITY DEFENSES. Nothing contained in this Agreement is intended to constitute nor shall constitute a waiver of the rights, defenses, and immunities provided or available to the City or the Park District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act or any other immunity law, regulation or order, with respect to claims arising out of or in any way related to this Agreement.

5. MODIFICATIONS AND AMENDMENTS. Any modifications of or amendments to this Agreement must be in writing, signed by both Parties, and dated on or subsequent to the date hereof.

6. TERMINATION. This Agreement is conditioned upon the faithful performance by both Parties of all the terms and provisions hereof. Either Party may terminate this Agreement upon five (5) days prior written notice in the event of a breach of a material term of this Agreement by the other Party.

7. TERM. This Agreement shall remain in full force and effect until completion of construction of the Project and acceptance of the improvements in writing by the Park District, except the provisions of Sections 3, 4 and 5 above shall survive expiration or termination of this Agreement for any reason.

8. COMPLIANCE WITH LAWS. The Parties shall comply with all applicable federal, state, county, and local statutes, ordinances, rules, regulations, and codes in the performance of their respective obligations under this Agreement.

9. RELATIONSHIP OF THE PARTIES. Nothing in this Agreement shall be deemed to create any joint venture or partnership between the Parties. Neither Park District nor the City shall have the power to bind or obligate the other except as to the extent expressly set forth in this Agreement.

10. NO THIRD-PARTY BENEFICIARIES. Notwithstanding any provision herein to the contrary, 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 is not a Party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the City and/or the Park District.

11. NO IMPLIED WAIVER. No waiver of any rights which either Party has in the event of any default or breach by the other Party under this Agreement shall be implied from the non-breaching Party's failure to take any action on any such breach or default and no express waiver shall affect any breach or default other than the breach or default specified in the express waiver and then only for the time and to the extent therein stated.

12. NOTICES. Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by certified mail, return receipt requested, postage prepaid, or by personal delivery service with proof of delivery, addressed as follows:

If to the CITY:	City of Braidwood c/o: City Administrator 141 W. Main Street Braidwood, IL. 60408
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If to PARK DISTRICT:	Braidwood Park District c/o: Board President 198 N. Lincoln Street Braidwood, IL. 60408
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or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery or personal delivery service shall be deemed given upon actual delivery.

13. **ASSIGNMENT.** This Agreement may not be assigned, in whole or in part, by either Party without the prior written consent of the other Party.

14. **AUTHORITY.** The individual officers of Park District and the City who have executed this Agreement represent and warrant that they have the full power and lawful authority to execute this Agreement and perform and fulfill the obligations and responsibilities contemplated hereunder on behalf of and in the name of their respective governing boards.

15. **GOVERNING LAW.** This Agreement shall be governed and construed in accordance with the laws of the State of Illinois.

16. **HEADINGS.** The various headings used in this Agreement as headings for sections or otherwise are for convenience only and shall not be used in interpreting the text of the section in which they appear.

17. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement.

18. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and date first written above.

**CITY OF BRAIDWOOD**

**BRAIDWOOD PARK DISTRICT**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
President, Board of Commissioners

ATTEST:

ATTEST:

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Secretary, Board of Commissioners

Date: \_\_\_\_\_

Date: \_\_\_\_\_