



Board of Commissioners
Regular Business Meeting
910 N Gary Ave
Premier Room

October 23, 2023

6:00pm

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Listening Post**
 - A. Allison Burns Introduction
- 4. Changes or Additions to the Agenda**
- 5. Consent Agenda**

All items listed are included in the Consent Agenda. There will be no separate discussion of these items. Members of the public may petition in writing that an item be removed from the Consent Agenda.

 - A. Approval: Decennial Committee Meeting Minutes: September 25, 2023
 - B. Approval: Regular Minutes: September 25, 2023
 - C. Ratify: September 2023 Bills
- 6. Discussion Items**
 - A. Coral Cove Water Park 2023 Seasonal Report
 - B. Weekly Happenings (oral)
- 7. Action Items**
 - A. Appointment of IAPD Conference Delegates
 - B. Approval: Aquatic Facility Maintenance Contracts
- 8. Closed Session**
- 9. Action Pertaining to Closed Session**
- 10. Adjournment**



Decennial Review Committee Meeting Minutes

September 25, 2023

5:30–5:49 pm

Present: Commissioners Jeffery, Gramann, Powers, Bird, and Witteck. Committee Members Frank Parisi, Todd Powell, Dana Hybl, and Mike Ashby. Staff: Executive Director Rini, Directors Bachewicz, Hamilton, Quinn, and Scumaci, and Executive Assistant Greninger

Topic: Overview of Committee Duties

Executive Director Rini introduced everyone in attendance and provided an overview of the committee member's duties. Handouts included the IAPD Fact Sheet on Decennial Committees, a Frequently Asked Question Sheet, and the template for reporting our Local Government Efficiency.

The Decennial Committees on Local Government Efficiency Act was signed by Governor Pritzker in 2022 and requires all units of local government that levy a tax, except municipalities and counties, to convene a committee to "study local efficiencies and report recommendations regarding efficiencies and increased accountability." The committee is required to meet a minimum of 3 times before November 2024. After the report is compiled, and submitted the committee is dissolved and not required again for ten years.

The report template was designed by IAPD and approved for use by the State of Illinois. Staff will collect data and supporting documentation to be placed on a private portal for review by the committee. Commissioner Gramann noted that the staff and Board members have already reviewed these documents so this is a matter of verifying we are doing well. Commissioner Bird asked if the County has a department to review these reports. Executive Director Rini said that information has not been disclosed. The District was provided with the information for where the report must be electronically submitted.

After every meeting, a survey will be issued asking if there are any questions. We will follow up with the next two meeting dates. There being no further business to discuss, the committee meeting was adjourned at 6:49 pm.

Respectfully submitted by:

A handwritten signature in blue ink, appearing to read "Sue Rini".

Sue Rini
Executive Director



Board of Commissioners
Regular Meeting
September 25, 2023
6:00pm

Call to Order	Commissioner Jeffery called the meeting to order at 6:00 pm.								
Roll Call/Pledge of Allegiance	<p>Present: Commissioners Powers, Gramann, Jeffery, Bird, and Witteck. Absent: Commissioners Sokolowski and Del Preto Staff: Executive Director Rini, Directors Bachewicz, Hamilton, Quinn, and Scumaci, Division Manager Kenny, and Executive Assistant Greninger.</p>								
Listening Post	Director Bachewicz introduced Recreation Supervisor Shellie Dodd-Bell. Shellie comes from Bartlett Park District; she was their Fitness Program Coordinator. Her degree is in Exercise Science and she hopes to elevate all aspects of fitness at Fountain View Fitness Center.								
Changes to the Agenda	Commissioner Jeffery said we do not need a Closed Session.								
Consent Agenda	<p>Commissioner Powers made a motion to accept the consent agenda as read. Seconded by Commissioner Gramann. Voice Vote. All in favor. None opposed. Motion Passes.</p> <ul style="list-style-type: none"> A. Approval: Regular Minutes: September 11, 2023 B. Approval: Parks & Facilities Committee Meeting Minutes: September 13, 2023 C. Approval: Board of Commissioners Policy Manual <p>Commissioner Bird made a motion to approve the consent agenda as read. Seconded by Commissioner Witteck. Voice Vote. All in favor. Motion approved.</p> <p>Roll Call Vote:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%;">Commissioner Bird: Aye</td> <td style="width: 50%;">Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Del Preto: Absent</td> <td>Commissioner Sokolowski: Absent</td> </tr> <tr> <td>Commissioner Gramann: Aye</td> <td>Commissioner Witteck: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td></td> </tr> </table> <p>Motion Passes 5-0-2</p>	Commissioner Bird: Aye	Commissioner Powers: Aye	Commissioner Del Preto: Absent	Commissioner Sokolowski: Absent	Commissioner Gramann: Aye	Commissioner Witteck: Aye	Commissioner Jeffery: Aye	
Commissioner Bird: Aye	Commissioner Powers: Aye								
Commissioner Del Preto: Absent	Commissioner Sokolowski: Absent								
Commissioner Gramann: Aye	Commissioner Witteck: Aye								
Commissioner Jeffery: Aye									
Discussion Items	<ul style="list-style-type: none"> A. Suggested Organization Goals for 2024 Executive Director Rini reviewed the goals. Discussion ensued. Executive Director Rini confirmed with the Board that we can move forward with these Organization Goals for the coming year. B. Glenbard North Football Field Sound System Usage Several complaints were received Saturday, September 16, from the area around Glenbard North. The Carol Stream Youth Football Association was celebrating homecoming and played a lot of music loudly. Discussion ensued. Commissioner Jeffery asked staff to discuss the problem and consequences, and report back to the Board. 								



	<p>C. Weekly Happenings</p> <ul style="list-style-type: none"> • Commissioner Gramann commented about the staff outing at Coyote Crossing Mini Golf. Three Commissioners attended, it was a beautiful day, and staff were relaxed and able to chat with the Commissioners. • Commissioner Witteck attended two events at Coyote Crossing Mini Golf recently. Both events were very well run and everyone had a good time. • Commissioner Bird reported he attended the Carol Stream Parks Foundation meeting last week with Executive Director Rini. They are making preliminary plans for improving Memorial Park, like adding dedication benches. Executive Director Rini noted they have a dedicated account for the future maintenance of the Veterans Memorial Plaza and their fund balances are growing. • Commissioner Jeffery noted the Village Intergovernmental Meetings will resume next month and plans to attend with Executive Director Rini. They include all government bodies in Carol Stream, including the schools, library, township, and county, to discuss what is going on in town and how we can work together. • Commissioner Jeffery reviewed an offer the Park District received to purchase two parcels of vacant land near the Easton Townhomes off North Avenue that had been donated to the Village at the close of the subdivision's construction. The District has accepted donated parcels under these circumstances in the past, but has not purchased them. Executive Director Rini added that the Capital Improvement Plan would have to be revised in order to accommodate building any additional parks. The Board declined the option to purchase the parcel.
<p>Action Items</p>	<p>A. Approval: 2024 Merit Pool Executive Director Rini reminded the Board we discussed the 2024 Merit Pool recommendation at the last meeting. Commissioner Bird made a motion to approve a 5% merit pool for the 2024 budget year. Seconded by Commissioner Powers. Voice Vote. All in favor. None opposed. Motion passes.</p> <p>B. Approval: Walter Park Bid Commissioner Gramann made a motion to approve a contract with Innovation Landscape Inc., Oswego, IL, to renovate Walter Park for \$799,160.12. Seconded by Commissioner Witteck. Director Hamilton said there were four bids opened on September 19. D&J Landscaping was the apparent lowest bidder, but called less than 24 hours later to withdraw their bid. Additionally, Executive Director Rini noted that the day after the bid opening, the District received a notice from Indiana, Illinois, and Iowa Foundation for Fair Contracting (III FFC) notifying us that D&J Landscaping is not a responsible bidder due to problems reported from various municipalities. The next lowest bid is Innovation Landscape, Inc. Voice Vote. All in favor. None opposed. Motion passes.</p>



Closed Session	None
Action Pertaining to Closed Session	None
Adjournment	Commissioner Powers made a motion to adjourn the meeting. Seconded by Commissioner Gramann. Voice Vote taken. All in favor. None opposed. Motion approved. Meeting adjourned at 7:09 pm.

President
Jacqueline Jeffery

Secretary
Sue Rini

October 23, 2023
Date

Motion:

Make a motion to ratify bills as presented in the Accounts Payable Voucher List for September 2023.

Gisa Acumaci
(Treasurer)

10/16/2023
(Date)

Carol Stream Park District
Accounts Payable Voucher List
September 2023

Presented to the
Board of Commissioners
October 23, 2023

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---

01-000020	ALL STAR SPORTS											
		23-45244	INV	234006	7/10/23	9/15/23	N	5,890.00	5,890.00-	107865	9/15/23	0.00
							** TOTALS **	5,890.00	5,890.00-			0.00
01-000032	AQUA PURE ENTERPRISES											
		23-45283	INV	0145056-IN	6/23/23	9/22/23	N	1,050.71	1,050.71-	107886	9/22/23	0.00
							** TOTALS **	1,050.71	1,050.71-			0.00
01-000044	PDRMA											
		23-44457	INV	0823070	9/01/23	9/08/23	N	10,570.29	10,570.29-	001390	9/08/23	0.00
							** TOTALS **	10,570.29	10,570.29-			0.00
01-000049	FLEXIBLE BENEFIT SRV CRP											
		23-44576	INV	851971606032	9/06/23	9/22/23	N	50.00	50.00-	001399	9/22/23	0.00
		23-45165	INV	Flex Claims 8/23	9/01/23	9/08/23	N	539.02	539.02-	001388	9/08/23	0.00
							** TOTALS **	589.02	589.02-			0.00
01-000078	BENJAMIN SCHOOL DIST. 25											
		23-44469	INV	IGA 9/23	9/01/23	9/08/23	N	795.00	795.00-	107826	9/08/23	0.00
							** TOTALS **	795.00	795.00-			0.00
01-000169	CONSERV FS, INC.											
		23-45289	INV	6425270	7/14/23	9/22/23	N	437.00	437.00-	107889	9/22/23	0.00
							** TOTALS **	437.00	437.00-			0.00
01-000243	JEFF ELLIS MANAGEMENT, LLC											
		23-44638	INV	2011346	9/01/23	9/01/23	Y	33,715.46	33,715.46-	001381	9/01/23	0.00
		23-44438	INV	2011347	9/01/23	9/01/23	Y	3,666.72	3,666.72-	001381	9/01/23	0.00
		23-45247	INV	2011370	8/28/23	9/15/23	Y	2,548.00	2,548.00-	107876	9/15/23	0.00
							** TOTALS **	39,930.18	39,930.18-			0.00
01-000294	GLENBARD NORTH HIGH SCHOOL											
		23-45269	INV	GBN CAMPS 2023	9/08/23	9/15/23	N	8,446.82	8,446.82-	107873	9/15/23	0.00
							** TOTALS **	8,446.82	8,446.82-			0.00
01-000370	CITI CARDS											
		23-45180	INV	1052663063	8/07/23	8/31/23	N	471.84	471.84-	001379	9/01/23	0.00
		23-45217	INV	1054574311	8/17/23	8/31/23	N	336.57	336.57-	001379	9/01/23	0.00
		23-45248	INV	1057302845	9/06/23	9/29/23	N	751.63	751.63-	001407	9/29/23	0.00
							** TOTALS **	1,560.04	1,560.04-			0.00
01-000497	MENARDS											
		23-45259	INV	78746-7/28/23	7/28/23	9/08/23	N	118.83	118.83-	107838	9/08/23	0.00
							** TOTALS **	118.83	118.83-			0.00
01-000555	NuToys Leisure Products, I											
		23-45271	INV	54743	8/30/23	9/15/23	N	76.00	76.00-	107878	9/15/23	0.00
		23-45271	INV	54744	8/30/23	9/15/23	N	190.50	190.50-	107878	9/15/23	0.00
							** TOTALS **	266.50	266.50-			0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-000587	PEERLESS FENCE											
		23-45239	INV	119347	8/04/23	9/01/23	N	2,200.00	2,200.00-	107822	9/01/23	0.00
		23-45140	INV	120575	9/01/23	9/29/23	N	18,900.00	18,900.00-	107931	9/29/23	0.00
							** TOTALS **	21,100.00	21,100.00-			0.00
01-000709	SPECIALTY FLOORS, INC											
		23-45229	INV	5036	8/22/23	9/08/23	N	483.00	483.00-	107842	9/08/23	0.00
							** TOTALS **	483.00	483.00-			0.00
01-000711	SPRING-GREEN LAWN CARE											
		23-45234	INV	VARIOUS-8 SITES	7/27/23	9/08/23	N	8,499.45	8,499.45-	107843	9/08/23	0.00
							** TOTALS **	8,499.45	8,499.45-			0.00
01-000744	TESTING SERVICE CORP.											
		23-45327	INV	128199	8/31/23	9/29/23	N	3,450.00	3,450.00-	107932	9/29/23	0.00
							** TOTALS **	3,450.00	3,450.00-			0.00
01-000789	VILLAGE OF CAROL STREAM											
		23-45298	INV	7881	9/07/23	9/29/23	N	2,645.97	2,645.97-	107933	9/29/23	0.00
		23-45297	INV	7894	9/12/23	9/29/23	N	9,893.52	9,893.52-	107934	9/29/23	0.00
		23-45253	INV	Dog License 8/23	9/01/23	9/08/23	N	6.00	6.00-	107845	9/08/23	0.00
							** TOTALS **	12,545.49	12,545.49-			0.00
01-000790	VILLAGE OF CAROL STREAM											
		23-45249	INV	02043265	9/01/23	9/15/23	N	60.61	60.61-	001394	9/15/23	0.00
		23-45249	INV	02044078	9/01/23	9/15/23	N	1,924.75	1,924.75-	001394	9/15/23	0.00
		23-45249	INV	02044079	9/01/23	9/15/23	N	2,681.85	2,681.85-	001394	9/15/23	0.00
		23-45249	INV	02048508	9/01/23	9/15/23	N	10.60	10.60-	001394	9/15/23	0.00
		23-45249	INV	02048624	9/01/23	9/15/23	N	442.48	442.48-	001394	9/15/23	0.00
		23-45249	INV	02048661	9/01/23	9/15/23	N	1,676.60	1,676.60-	001394	9/15/23	0.00
		23-45249	INV	02048673	9/01/23	9/15/23	N	47.54	47.54-	001394	9/15/23	0.00
		23-45249	INV	02048693	9/01/23	9/15/23	N	45.53	45.53-	001394	9/15/23	0.00
		23-45249	INV	02048697	9/01/23	9/15/23	N	6.36	6.36-	001394	9/15/23	0.00
		23-45249	INV	02048741	9/01/23	9/15/23	N	2,190.30	2,190.30-	001394	9/15/23	0.00
		23-45249	INV	02048814	9/01/23	9/15/23	N	71.73	71.73-	001394	9/15/23	0.00
							** TOTALS **	9,158.35	9,158.35-			0.00
01-000812	WDSRA											
		23-44975	INV	23-24MemberDues#2	9/01/23	9/08/23	N	154,330.00	154,330.00-	001392	9/08/23	0.00
							** TOTALS **	154,330.00	154,330.00-			0.00
01-000831	WINFIELD PARK DISTRICT											
		23-45300	INV	091723	9/17/23	9/29/23	N	270.00	270.00-	107937	9/29/23	0.00
		23-45285	INV	GLASSHAGEL 7-29	9/14/23	9/22/23	N	325.00	325.00-	107897	9/22/23	0.00
							** TOTALS **	595.00	595.00-			0.00
01-000874	LANDSCAPE MATERIAL											
		23-45243	INV	36335	8/22/23	9/08/23	N	45.00	45.00-	107835	9/08/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	---BALANCE---
01-000874	LANDSCAPE MATERIAL ** CONTINUED **										
	23-45306	INV	37467	9/11/23	9/29/23	N	135.00	135.00-	107926	9/29/23	0.00
						** TOTALS **	180.00	180.00-			0.00
01-001085	ILL DEPT OF REVENUE										
	23-45260	INV	ST-1 AUGUST 2023	9/01/23	9/22/23	N	3,028.00	3,028.00-	001400	9/22/23	0.00
						** TOTALS **	3,028.00	3,028.00-			0.00
01-001252	LOWE'S										
	23-45251	CM	901409RET-081823	8/18/23	9/08/23	N	37.96-	37.96	001389	9/08/23	0.00
	23-45330	CM	989234-9/19	9/19/23	9/29/23	N	22.64-	22.64	001408	9/29/23	0.00
	23-45195	INV	0901949-7/26	7/26/23	9/08/23	N	29.40	29.40-	001389	9/08/23	0.00
	23-45195	INV	901029-7/27	7/27/23	9/08/23	N	33.65	33.65-	001389	9/08/23	0.00
	23-45330	INV	901175-9/25	9/25/23	9/29/23	N	148.39	148.39-	001408	9/29/23	0.00
	23-45195	INV	901235-8/7	8/07/23	9/08/23	N	76.92	76.92-	001389	9/08/23	0.00
	23-45330	INV	901267-9/26	9/26/23	9/29/23	N	450.67	450.67-	001408	9/29/23	0.00
	23-45251	INV	901411-8/18	8/18/23	9/08/23	N	87.24	87.24-	001389	9/08/23	0.00
	23-45251	INV	901464-8/28	8/28/23	9/08/23	N	28.94	28.94-	001389	9/08/23	0.00
	23-45195	INV	901499-8/10	8/10/23	9/08/23	N	69.18	69.18-	001389	9/08/23	0.00
	23-45330	INV	901538-9/7	9/07/23	9/29/23	N	147.73	147.73-	001408	9/29/23	0.00
	23-45195	INV	901624-8/1	8/01/23	9/08/23	N	47.87	47.87-	001389	9/08/23	0.00
	23-45195	INV	901644-8/11	8/11/23	9/08/23	N	100.98	100.98-	001389	9/08/23	0.00
	23-45330	INV	901678-9/19	9/19/23	9/29/23	N	68.77	68.77-	001408	9/29/23	0.00
	23-45251	INV	901942-8/14	8/14/23	9/08/23	N	190.64	190.64-	001389	9/08/23	0.00
	23-45330	INV	901980-9/11	9/11/23	9/29/23	N	328.37	328.37-	001408	9/29/23	0.00
	23-45251	INV	970959-8/21	8/21/23	9/08/23	N	34.45	34.45-	001389	9/08/23	0.00
	23-45330	INV	981828-9/15	9/15/23	9/29/23	N	140.60	140.60-	001408	9/29/23	0.00
	23-45330	INV	987137-9/18	9/18/23	9/29/23	N	51.70	51.70-	001408	9/29/23	0.00
	23-45210	INV	988114-8/13	8/13/23	9/08/23	N	4.73	4.73-	001389	9/08/23	0.00
	23-45330	INV	990455-9/20	9/20/23	9/29/23	N	80.25	80.25-	001408	9/29/23	0.00
						** TOTALS **	2,059.88	2,059.88-			0.00
01-001268	JAMES JAY BITTER										
		INV	OFFICIAL 9/15-9/22	9/22/23	9/29/23	Y	240.00	240.00-	107917	9/29/23	0.00
						** TOTALS **	240.00	240.00-			0.00
01-001270	PAUL M. O'CONNELL										
		INV	OFFICIAL 9/18	9/18/23	9/29/23	Y	60.00	60.00-	107928	9/29/23	0.00
						** TOTALS **	60.00	60.00-			0.00
01-001363	FIRST STUDENT										
	23-45142	INV	00020409	5/08/23	9/29/23	N	975.00	975.00-	107921	9/29/23	0.00
	23-45142	INV	00020421	6/16/23	9/29/23	N	1,350.00	1,350.00-	107921	9/29/23	0.00
	23-45142	INV	00020423	6/23/23	9/29/23	N	1,462.50	1,462.50-	107921	9/29/23	0.00
						** TOTALS **	3,787.50	3,787.50-			0.00
01-001603	MAGIC OF GARY KANTOR										
	23-45242	INV	AUGUST	8/23/23	9/08/23	Y	30.80	30.80-	107837	9/08/23	0.00
						** TOTALS **	30.80	30.80-			0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004153	WEX BANK											
		23-45252	INV	91614263	9/01/23	9/22/23	N	2,227.53	2,227.53-	001403	9/22/23	0.00
								** TOTALS **	2,227.53	2,227.53-		0.00
01-004159	WIGHT & COMPANY											
		22-43270	INV	220056-018	8/31/23	9/29/23	N	1,500.00	1,500.00-	107936	9/29/23	0.00
		23-44999	INV	230042-001	3/31/23	9/08/23	N	3,500.00	3,500.00-	107846	9/08/23	0.00
		23-44999	INV	230042-002	4/30/23	9/08/23	N	2,380.00	2,380.00-	107846	9/08/23	0.00
		23-44631	INV	230085-002	8/31/23	9/29/23	N	1,500.00	1,500.00-	107936	9/29/23	0.00
		23-44806	INV	230113-003	7/31/23	9/29/23	N	10,000.00	10,000.00-	107936	9/29/23	0.00
		23-44806	INV	230113-004	8/31/23	9/29/23	N	10,000.00	10,000.00-	107936	9/29/23	0.00
								** TOTALS **	28,880.00	28,880.00-		0.00
01-004165	KONICA MINOLTA											
		23-45258	INV	9009501724	8/19/23	9/08/23	N	1,097.02	1,097.02-	107834	9/08/23	0.00
								** TOTALS **	1,097.02	1,097.02-		0.00
01-004290	PEPSI-COLA											
		23-45227	INV	00568467	8/23/23	8/31/23	N	949.35	949.35-	001382	9/01/23	0.00
		23-45296	INV	18916412	9/20/23	9/29/23	N	592.26	592.26-	001409	9/29/23	0.00
		23-45264	INV	19439811	9/06/23	9/29/23	N	705.30	705.30-	001409	9/29/23	0.00
		23-45321	INV	35573761	9/27/23	9/29/23	N	597.75	597.75-	001409	9/29/23	0.00
		23-45188	INV	97953910	8/09/23	8/31/23	N	445.79	445.79-	001382	9/01/23	0.00
								** TOTALS **	3,290.45	3,290.45-		0.00
01-004309	BEDROCK EARTHSCAPES, LLC											
		23-44508	INV	2396	9/04/23	9/22/23	Y	13,760.00	13,760.00-	107888	9/22/23	0.00
								** TOTALS **	13,760.00	13,760.00-		0.00
01-004369	CENTER ICE ARENA, LLC											
		23-45274	INV	SPRING 23	9/01/23	9/15/23	N	217.80	217.80-	107869	9/15/23	0.00
								** TOTALS **	217.80	217.80-		0.00
01-004403	TOWN & COUNTRY DISTRIBUTOR											
		23-45255	INV	751179	8/31/23	9/08/23	N	407.30	407.30-	001391	9/08/23	0.00
		23-45291	INV	751565	9/01/23	9/22/23	N	233.50	233.50-	001402	9/22/23	0.00
		23-45326	INV	755976	9/21/23	9/29/23	N	717.60	717.60-	001412	9/29/23	0.00
								** TOTALS **	1,358.40	1,358.40-		0.00
01-004423	PERFORMANCE FOODSERVICE											
		23-45279	INV	5348036	9/12/23	9/15/23	N	1,972.04	1,972.04-	001393	9/15/23	0.00
		23-45282	INV	5351087	9/14/23	9/22/23	N	1,282.92	1,282.92-	001401	9/22/23	0.00
		23-45292	INV	5354844	9/19/23	9/22/23	N	1,180.56	1,180.56-	001401	9/22/23	0.00
		23-45318	INV	5360730	9/26/23	9/29/23	N	1,108.11	1,108.11-	001410	9/29/23	0.00
								** TOTALS **	5,543.63	5,543.63-		0.00
01-004451	SEASONAL CONCEPTS INC.											
		23-44994	INV	186873-Final	9/15/23	9/22/23	N	2,884.50	2,884.50-	107895	9/22/23	0.00
		22-43998	INV	187065	8/16/23	9/22/23	N	11,792.00	11,792.00-	107895	9/22/23	0.00

VENDOR	---- VENDOR NAME -----										
	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004451	SEASONAL CONCEPTS INC.	** CONTINUED **									
	23-44893	INV	187108	9/10/23	9/22/23	N	20,134.29	20,134.29-	107895	9/22/23	0.00
						** TOTALS **	34,810.79	34,810.79-			0.00
01-004462	PADDOCK PUBLICATIONS, INC										
	23-45293	INV	262987	9/04/23	9/22/23	N	108.10	108.10-	107890	9/22/23	0.00
						** TOTALS **	108.10	108.10-			0.00
01-004492	AMIE L. BURGESS										
	23-45319	INV	BALL093023	6/12/23	9/29/23	Y	250.00	250.00-	107918	9/29/23	0.00
						** TOTALS **	250.00	250.00-			0.00
01-004590	HOT SHOTS SPORTS, LLC										
	23-45309	INV	3127	9/22/23	9/29/23	Y	1,169.00	1,169.00-	107925	9/29/23	0.00
						** TOTALS **	1,169.00	1,169.00-			0.00
01-004605	TRACY L. LAPSHIN										
	23-45245	INV	10/22-8/23	8/31/23	9/08/23	Y	931.00	931.00-	107836	9/08/23	0.00
						** TOTALS **	931.00	931.00-			0.00
01-004607	H2I GROUP, INC										
	23-45233	INV	230083	8/29/23	9/08/23	N	1,811.16	1,811.16-	107832	9/08/23	0.00
						** TOTALS **	1,811.16	1,811.16-			0.00
01-004618	GARAVENTA USA, INC.										
	23-45250	INV	53873	8/31/23	9/15/23	N	517.50	517.50-	107872	9/15/23	0.00
						** TOTALS **	517.50	517.50-			0.00
01-004622	EXPRESS NORTHWEST MARKETS										
	23-45308	INV	COYOTE031	9/22/23	9/29/23	N	160.00	160.00-	107920	9/29/23	0.00
	23-45267	INV	MCCASLIN055	9/07/23	9/15/23	N	441.00	441.00-	107871	9/15/23	0.00
	23-45307	INV	MCCASLIN056	9/22/23	9/29/23	N	365.00	365.00-	107920	9/29/23	0.00
						** TOTALS **	966.00	966.00-			0.00
01-004632	IMAGINE NATION, LLC										
	23-45272	INV	983	8/31/23	9/15/23	N	173.22	173.22-	107875	9/15/23	0.00
						** TOTALS **	173.22	173.22-			0.00
01-004639	VILLA PARK ELECTRICAL SUPP										
	23-45231	INV	249385-00	8/16/23	9/01/23	N	132.66	132.66-	107823	9/01/23	0.00
						** TOTALS **	132.66	132.66-			0.00
01-004660	DYNEGY ENERGY SERVICES, LL										
	23-45240	INV	438349223081	8/21/23	9/01/23	N	29,437.28	29,437.28-	001380	9/01/23	0.00
						** TOTALS **	29,437.28	29,437.28-			0.00
01-004674	LANGUAGE IN ACTION, INC.										
	23-45288	INV	9-17 FRENCH	9/17/23	9/29/23	N	46.00	46.00-	107927	9/29/23	0.00
						** TOTALS **	46.00	46.00-			0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
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VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004686	BELLAS PIZZA LLC											
		23-45317	INV	AUGUST 23	8/31/23	9/29/23	Y	972.00	972.00-	107916	9/29/23	0.00
		23-45315	INV	JULY 23	7/31/23	9/29/23	Y	604.00	604.00-	107916	9/29/23	0.00
							** TOTALS **	1,576.00	1,576.00-			0.00
01-004702	PCARD - FIFTH THIRD BANK											
		CM	AMZ-9975408-RET		9/28/23	9/28/23	N	19.99-	19.99	001413	9/30/23	0.00
		CM	AMZN-BUFFETT RET		9/25/23	9/25/23	N	13.99-	13.99	001413	9/30/23	0.00
		CM	FAST SIGNS ERROR		9/11/23	9/11/23	N	190.00-	190.00	001413	9/30/23	0.00
		INV	035267		9/18/23	9/30/23	N	64.20	64.20-	001413	9/30/23	0.00
		INV	04774		9/06/23	9/30/23	N	78.41	78.41-	001413	9/30/23	0.00
		INV	0581273-IN		9/18/23	9/30/23	N	130.00	130.00-	001413	9/30/23	0.00
		INV	067889038268		9/25/23	9/30/23	N	41.50	41.50-	001413	9/30/23	0.00
		INV	095746		9/07/23	9/30/23	N	322.00	322.00-	001413	9/30/23	0.00
		INV	100267044242909250		9/26/23	9/30/23	N	29.98	29.98-	001413	9/30/23	0.00
		INV	106120		9/25/23	9/30/23	N	213.12	213.12-	001413	9/30/23	0.00
		INV	106120B		9/25/23	9/30/23	N	213.11	213.11-	001413	9/30/23	0.00
		INV	11277010639290665		9/11/23	9/30/23	N	100.78	100.78-	001413	9/30/23	0.00
		INV	11292755744510642		9/19/23	9/30/23	N	43.81	43.81-	001413	9/30/23	0.00
		INV	11322074739198631		9/14/23	9/30/23	N	45.36	45.36-	001413	9/30/23	0.00
		INV	11359016234559454		9/21/23	9/30/23	N	10.99	10.99-	001413	9/30/23	0.00
		INV	11362996650723422		9/15/23	9/30/23	N	66.67	66.67-	001413	9/30/23	0.00
		INV	11373652439968257		9/18/23	9/30/23	N	17.96	17.96-	001413	9/30/23	0.00
		INV	11383090317142664		9/27/23	9/30/23	N	29.98	29.98-	001413	9/30/23	0.00
		INV	11385906007531435		9/14/23	9/30/23	N	104.45	104.45-	001413	9/30/23	0.00
		INV	11387882551993869A		9/27/23	9/30/23	N	25.97	25.97-	001413	9/30/23	0.00
		INV	11387882551993869B		9/27/23	9/30/23	N	15.88	15.88-	001413	9/30/23	0.00
		INV	11398226261445038A		9/14/23	9/30/23	N	27.76	27.76-	001413	9/30/23	0.00
		INV	11398226261445038B		9/14/23	9/30/23	N	43.93	43.93-	001413	9/30/23	0.00
		INV	114-1034654-367700		9/27/23	9/30/23	N	100.00	100.00-	001413	9/30/23	0.00
		INV	114-6879871-230260		9/28/23	9/30/23	N	389.00	389.00-	001413	9/30/23	0.00
		INV	11430998036741835		9/25/23	9/30/23	N	103.92	103.92-	001413	9/30/23	0.00
		INV	116139		9/19/23	9/30/23	N	200.00	200.00-	001413	9/30/23	0.00
		INV	1526		9/19/23	9/30/23	N	400.00	400.00-	001413	9/30/23	0.00
		INV	20-23		9/26/23	9/30/23	N	2,900.00	2,900.00-	001413	9/30/23	0.00
		INV	20230253		9/01/23	9/30/23	N	988.50	988.50-	001413	9/30/23	0.00
		INV	20230254		9/01/23	9/30/23	N	155.50	155.50-	001413	9/30/23	0.00
		INV	20230256		9/04/23	9/30/23	N	82.99	82.99-	001413	9/30/23	0.00
		INV	20230259		9/04/23	9/30/23	N	49.00	49.00-	001413	9/30/23	0.00
		INV	20230260		9/04/23	9/30/23	N	57.90	57.90-	001413	9/30/23	0.00
		INV	20230268		9/11/23	9/30/23	N	139.50	139.50-	001413	9/30/23	0.00
		INV	21-23		9/26/23	9/30/23	N	3,985.00	3,985.00-	001413	9/30/23	0.00
		INV	231940		9/18/23	9/30/23	N	1,386.00	1,386.00-	001413	9/30/23	0.00
		INV	2319400		9/18/23	9/30/23	N	126.00	126.00-	001413	9/30/23	0.00
		INV	2346-3-129-8893		9/04/23	9/30/23	N	100.00	100.00-	001413	9/30/23	0.00
		INV	240895224		9/19/23	9/30/23	N	2.25	2.25-	001413	9/30/23	0.00
		INV	32713991029232882		9/29/23	9/30/23	N	22.95	22.95-	001413	9/30/23	0.00
		INV	39173499		9/04/23	9/30/23	N	252.00	252.00-	001413	9/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	---- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK											
				** CONTINUED **								
			INV	5565761-0	9/08/23	9/30/23	N	43.03	43.03-	001413	9/30/23	0.00
			INV	5571956-0	9/18/23	9/30/23	N	480.00	480.00-	001413	9/30/23	0.00
			INV	590861	9/22/23	9/30/23	N	175.00	175.00-	001413	9/30/23	0.00
			INV	590891	9/22/23	9/30/23	N	150.00	150.00-	001413	9/30/23	0.00
			INV	591795	9/22/23	9/30/23	N	350.00	350.00-	001413	9/30/23	0.00
			INV	6-300-504-2151	9/18/23	9/30/23	N	173.58	173.58-	001413	9/30/23	0.00
			INV	60783	9/11/23	9/30/23	N	279.60	279.60-	001413	9/30/23	0.00
			INV	60784	9/11/23	9/30/23	N	22.98	22.98-	001413	9/30/23	0.00
			INV	61475	9/04/23	9/30/23	N	504.03	504.03-	001413	9/30/23	0.00
			INV	698525	9/18/23	9/30/23	N	5,700.00	5,700.00-	001413	9/30/23	0.00
			INV	709570	9/15/23	9/30/23	N	936.00	936.00-	001413	9/30/23	0.00
			INV	709700	9/27/23	9/30/23	N	962.00	962.00-	001413	9/30/23	0.00
			INV	709762	9/27/23	9/30/23	N	2,443.50	2,443.50-	001413	9/30/23	0.00
			INV	709818-9/27	9/27/23	9/30/23	N	307.00	307.00-	001413	9/30/23	0.00
			INV	713839 ADD	9/25/23	9/30/23	N	66.00	66.00-	001413	9/30/23	0.00
			INV	713840	9/07/23	9/30/23	N	89.50	89.50-	001413	9/30/23	0.00
			INV	713840 ADD	9/25/23	9/30/23	N	33.00	33.00-	001413	9/30/23	0.00
			INV	75930	9/04/23	9/30/23	N	900.00	900.00-	001413	9/30/23	0.00
			INV	7611464	9/11/23	9/30/23	N	1,200.00	1,200.00-	001413	9/30/23	0.00
			INV	76789	9/21/23	9/30/23	N	1,250.00	1,250.00-	001413	9/30/23	0.00
			INV	8500	9/15/23	9/30/23	N	78.23	78.23-	001413	9/30/23	0.00
			INV	8742352850	9/21/23	9/30/23	N	57.00	57.00-	001413	9/30/23	0.00
			INV	877947189	9/15/23	9/30/23	N	1,590.00	1,590.00-	001413	9/30/23	0.00
			INV	87939767	9/12/23	9/30/23	N	74.95	74.95-	001413	9/30/23	0.00
			INV	9-5 TO 10-4-2023	9/06/23	9/30/23	N	169.98	169.98-	001413	9/30/23	0.00
			INV	9/23 GOOGLE	9/01/23	9/30/23	N	39.33	39.33-	001413	9/30/23	0.00
			INV	9141527280	9/01/23	9/30/23	N	943.98	943.98-	001413	9/30/23	0.00
			INV	942199	9/01/23	9/30/23	N	1,204.60	1,204.60-	001413	9/30/23	0.00
			INV	AMAZON 9/12/2023	9/13/23	9/30/23	N	11.58	11.58-	001413	9/30/23	0.00
			INV	AMAZON 9/18/2023	9/19/23	9/30/23	N	98.96	98.96-	001413	9/30/23	0.00
			INV	AMAZON3666615	9/29/23	9/30/23	N	20.53	20.53-	001413	9/30/23	0.00
			INV	AMZ	9/21/23	9/30/23	N	9.99	9.99-	001413	9/30/23	0.00
			INV	AMZ-5733002	9/27/23	9/30/23	N	54.99	54.99-	001413	9/30/23	0.00
			INV	AMZ-6136207	9/22/23	9/30/23	N	90.06	90.06-	001413	9/30/23	0.00
			INV	AMZ-7765021	9/20/23	9/30/23	N	11.19	11.19-	001413	9/30/23	0.00
			INV	AMZ-9245022	9/20/23	9/30/23	N	57.85	57.85-	001413	9/30/23	0.00
			INV	AMZ-9975408	9/28/23	9/30/23	N	19.99	19.99-	001413	9/30/23	0.00
			INV	AMZ20315252173811	9/07/23	9/30/23	N	34.06	34.06-	001413	9/30/23	0.00
			INV	AMZ34001711228215	9/15/23	9/30/23	N	22.83	22.83-	001413	9/30/23	0.00
			INV	AMZ39662875919440	9/26/23	9/30/23	N	16.40	16.40-	001413	9/30/23	0.00
			INV	AMZ41473262775447	9/06/23	9/30/23	N	20.97	20.97-	001413	9/30/23	0.00
			INV	AMZ45443758559415	9/28/23	9/30/23	N	136.98	136.98-	001413	9/30/23	0.00
			INV	AMZ46692829578663	9/01/23	9/30/23	N	50.00	50.00-	001413	9/30/23	0.00
			INV	AMZ65944162623422	9/19/23	9/30/23	N	23.98	23.98-	001413	9/30/23	0.00
			INV	AMZ73508547333059	9/15/23	9/30/23	N	8.47	8.47-	001413	9/30/23	0.00
			INV	AMZ80923950583432	9/04/23	9/30/23	N	69.94	69.94-	001413	9/30/23	0.00
			INV	AMZ80923950583432B	9/04/23	9/30/23	N	482.15	482.15-	001413	9/30/23	0.00
			INV	AMZ8153828	9/11/23	9/30/23	N	93.95	93.95-	001413	9/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
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VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004702	PCARD - FIFTH THIRD BANK			** CONTINUED **								
			INV	AMZ85029347682602	9/01/23	9/30/23	N	113.94	113.94-	001413	9/30/23	0.00
			INV	AMZ89320379736240	9/12/23	9/30/23	N	16.94	16.94-	001413	9/30/23	0.00
			INV	AMZ95272258981835	9/25/23	9/30/23	N	189.39	189.39-	001413	9/30/23	0.00
			INV	AMZ99382561889859	9/27/23	9/30/23	N	15.28	15.28-	001413	9/30/23	0.00
			INV	AMZN - 113-2310033	9/14/23	9/30/23	N	32.28	32.28-	001413	9/30/23	0.00
			INV	AMZN 0174632	9/25/23	9/30/23	N	116.28	116.28-	001413	9/30/23	0.00
			INV	AMZN 1925006	9/18/23	9/30/23	N	13.99	13.99-	001413	9/30/23	0.00
			INV	AMZN 2105828	9/21/23	9/30/23	N	37.02	37.02-	001413	9/30/23	0.00
			INV	AMZN 2621867	9/27/23	9/30/23	N	57.96	57.96-	001413	9/30/23	0.00
			INV	AMZN 4772231	9/27/23	9/30/23	N	34.99	34.99-	001413	9/30/23	0.00
			INV	AMZN 7365819	9/25/23	9/30/23	N	21.97	21.97-	001413	9/30/23	0.00
			INV	AMZN 8339407	9/11/23	9/30/23	N	124.26	124.26-	001413	9/30/23	0.00
			INV	AMZN 9654656	9/11/23	9/30/23	N	59.95	59.95-	001413	9/30/23	0.00
			INV	AMZN-113-1476049-1	9/14/23	9/30/23	N	29.99	29.99-	001413	9/30/23	0.00
			INV	AMZN1030	9/07/23	9/30/23	N	11.99	11.99-	001413	9/30/23	0.00
			INV	APPLE SEPT 2023	9/11/23	9/30/23	N	16.99	16.99-	001413	9/30/23	0.00
			INV	ATT23 8/16-9/15	9/13/23	9/30/23	N	35.83	35.83-	001413	9/30/23	0.00
			INV	ATT255889080	9/06/23	9/30/23	N	304.26	304.26-	001413	9/30/23	0.00
			INV	ATT2558890800	9/06/23	9/30/23	N	2,073.87	2,073.87-	001413	9/30/23	0.00
			INV	ATT6253141807	9/06/23	9/30/23	N	529.26	529.26-	001413	9/30/23	0.00
			INV	ATT9629601801	9/06/23	9/30/23	N	1,309.50	1,309.50-	001413	9/30/23	0.00
			INV	BB 256731695315256	9/22/23	9/30/23	N	30.76	30.76-	001413	9/30/23	0.00
			INV	BESTWAY76522	9/13/23	9/30/23	N	600.00	600.00-	001413	9/30/23	0.00
			INV	BRAC 433530-1	9/15/23	9/30/23	N	131.40	131.40-	001413	9/30/23	0.00
			INV	CC 092823 MKTG_15	9/29/23	9/30/23	N	2,138.64	2,138.64-	001413	9/30/23	0.00
			INV	CC 1695540129	9/25/23	9/30/23	N	26.00	26.00-	001413	9/30/23	0.00
			INV	CNCNTRA 1015030672	9/27/23	9/30/23	N	89.00	89.00-	001413	9/30/23	0.00
			INV	COMCAST 081723	9/14/23	9/30/23	N	253.85	253.85-	001413	9/30/23	0.00
			INV	COMCAST 081823	9/15/23	9/30/23	N	10.52	10.52-	001413	9/30/23	0.00
			INV	COMCAST 081923	9/18/23	9/30/23	N	877.87	877.87-	001413	9/30/23	0.00
			INV	COMCAST 090223	9/29/23	9/30/23	N	79.14	79.14-	001413	9/30/23	0.00
			INV	COSTCO 1060722048	9/25/23	9/30/23	N	509.99	509.99-	001413	9/30/23	0.00
			INV	CSTOMINK-68096834	9/21/23	9/30/23	N	518.40	518.40-	001413	9/30/23	0.00
			INV	CULL240721-083123	9/18/23	9/30/23	N	60.00	60.00-	001413	9/30/23	0.00
			INV	DISH SEPT 2023	9/18/23	9/30/23	N	102.08	102.08-	001413	9/30/23	0.00
			INV	DKN294145	9/26/23	9/30/23	N	29.98	29.98-	001413	9/30/23	0.00
			INV	DLLRTREE-9867	9/18/23	9/30/23	N	32.50	32.50-	001413	9/30/23	0.00
			INV	DOLLAR 003364	9/18/23	9/30/23	N	6.25	6.25-	001413	9/30/23	0.00
			INV	DOLLAR-9/27/23	9/06/23	9/30/23	N	1.25	1.25-	001413	9/30/23	0.00
			INV	DOLLRTREE-55506	9/19/23	9/30/23	N	32.50	32.50-	001413	9/30/23	0.00
			INV	ELITE 3744	9/15/23	9/30/23	N	167.50	167.50-	001413	9/30/23	0.00
			INV	ELITE 3751 9/20	9/21/23	9/30/23	N	371.00	371.00-	001413	9/30/23	0.00
			INV	FB6979396	9/04/23	9/30/23	N	547.77	547.77-	001413	9/30/23	0.00
			INV	FB6979865	9/04/23	9/30/23	N	841.11	841.11-	001413	9/30/23	0.00
			INV	FB6980880	9/04/23	9/30/23	N	982.62	982.62-	001413	9/30/23	0.00
			INV	FB6982801	9/04/23	9/30/23	N	667.14	667.14-	001413	9/30/23	0.00
			INV	FB6990030	9/04/23	9/30/23	N	180.26	180.26-	001413	9/30/23	0.00
			INV	FERRELL SEPTEMBER	9/29/23	9/30/23	N	52.99	52.99-	001413	9/30/23	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----		
01-004702	PCARD - FIFTH THIRD BANK													
				** CONTINUED **										
			INV	FRESH-FLOWER	9/21	9/25/23	9/30/23	N	58.95	58.95-	001413	9/30/23	0.00	
			INV	FRESH-SILK	9/21	9/25/23	9/30/23	N	84.95	84.95-	001413	9/30/23	0.00	
			INV	GFOA	10/23-9/24	9/07/23	9/30/23	N	160.00	160.00-	001413	9/30/23	0.00	
			INV	GLDSTAR-20230255		9/01/23	9/30/23	N	320.00	320.00-	001413	9/30/23	0.00	
			INV	GLDSTAR20230267		9/19/23	9/30/23	N	156.00	156.00-	001413	9/30/23	0.00	
			INV	GP 27988061	9/21	9/22/23	9/30/23	N	23.75	23.75-	001413	9/30/23	0.00	
			INV	HD 1943	9/11	9/13/23	9/30/23	N	39.94	39.94-	001413	9/30/23	0.00	
			INV	HD 1943	9/27/23	9/29/23	9/30/23	N	11.82	11.82-	001413	9/30/23	0.00	
			INV	I0823-51		9/19/23	9/30/23	N	105.94	105.94-	001413	9/30/23	0.00	
			INV	I0831-10		9/19/23	9/30/23	N	302.65	302.65-	001413	9/30/23	0.00	
			INV	I09013-15		9/19/23	9/30/23	N	559.93	559.93-	001413	9/30/23	0.00	
			INV	IAPD 200015280		9/14/23	9/30/23	N	215.00	215.00-	001413	9/30/23	0.00	
			INV	IAPD 200015300		9/18/23	9/30/23	N	221.00	221.00-	001413	9/30/23	0.00	
			INV	IPASS	9/1/23	9/04/23	9/30/23	N	20.00	20.00-	001413	9/30/23	0.00	
			INV	IPRA ZXZQL	9/27/23	9/28/23	9/30/23	N	535.00	535.00-	001413	9/30/23	0.00	
			INV	JEWEL	00058303	9/12/23	9/30/23	N	17.94	17.94-	001413	9/30/23	0.00	
			INV	JEWEL	9/12/23	9/14/23	9/30/23	N	144.94	144.94-	001413	9/30/23	0.00	
			INV	JEWEL190001494110		9/18/23	9/30/23	N	33.45	33.45-	001413	9/30/23	0.00	
			INV	KAMMES	142109	9/25/23	9/30/23	N	3,361.45	3,361.45-	001413	9/30/23	0.00	
			INV	LINEX	13358	9/25	9/27/23	9/30/23	N	450.00	450.00-	001413	9/30/23	0.00
			INV	LOW	248582322	9/27	9/28/23	9/30/23	N	34.09	34.09-	001413	9/30/23	0.00
			INV	LOW	71686300	9/14	9/15/23	9/30/23	N	79.96	79.96-	001413	9/30/23	0.00
			INV	LOW	88526377	9/12	9/13/23	9/30/23	N	15.26	15.26-	001413	9/30/23	0.00
			INV	LOW	88649944	9/25	9/26/23	9/30/23	N	37.66	37.66-	001413	9/30/23	0.00
			INV	LOW88222603	9/20	9/21/23	9/30/23	N	19.96	19.96-	001413	9/30/23	0.00	
			INV	LOW88616745	9/13	9/14/23	9/30/23	N	66.02	66.02-	001413	9/30/23	0.00	
			INV	LOWE'S	9/5/2023	9/06/23	9/30/23	N	43.78	43.78-	001413	9/30/23	0.00	
			INV	MARBERRY1572		9/01/23	9/30/23	N	173.31	173.31-	001413	9/30/23	0.00	
			INV	MCALISTERS	1921509	9/18/23	9/30/23	N	485.65	485.65-	001413	9/30/23	0.00	
			INV	MCALISTERS	9/21/23	9/22/23	9/30/23	N	59.48	59.48-	001413	9/30/23	0.00	
			INV	MEIJER	03237	9/25/23	9/30/23	N	21.04	21.04-	001413	9/30/23	0.00	
			INV	MEIJER	032376	9/25/23	9/30/23	N	16.08	16.08-	001413	9/30/23	0.00	
			INV	MEIJER	034800	9/04/23	9/30/23	N	10.78	10.78-	001413	9/30/23	0.00	
			INV	MEIJER	073135	9/18/23	9/30/23	N	9.89	9.89-	001413	9/30/23	0.00	
			INV	MISSING RECEIPT		9/08/23	9/30/23	N	32.90	32.90-	001413	9/30/23	0.00	
			INV	MU0186291332		9/29/23	9/30/23	N	68.00	68.00-	001413	9/30/23	0.00	
			INV	NAPA	718405	9/12/23	9/30/23	N	3.51	3.51-	001413	9/30/23	0.00	
			INV	NEXTIVA	10/23	9/20/23	9/30/23	N	33.31	33.31-	001413	9/30/23	0.00	
			INV	NICOR-CCMG	8/18/23	9/04/23	9/30/23	N	58.17	58.17-	001413	9/30/23	0.00	
			INV	NICOR-CCWP	7/26/23	9/04/23	9/30/23	N	1,124.43	1,124.43-	001413	9/30/23	0.00	
			INV	NICOR-FVRC	8/23/23	9/04/23	9/30/23	N	1,105.06	1,105.06-	001413	9/30/23	0.00	
			INV	NICOR-MB	7/21/23	9/04/23	9/30/23	N	186.35	186.35-	001413	9/30/23	0.00	
			INV	NICOR-SRC	7/24/23	9/06/23	9/30/23	N	2,772.19	2,772.19-	001413	9/30/23	0.00	
			INV	NTE	8350	9/11	9/12/23	9/30/23	N	119.99	119.99-	001413	9/30/23	0.00
			INV	NTE	S103413	9/27	9/28/23	9/30/23	N	319.98	319.98-	001413	9/30/23	0.00
			INV	OMNI-IS	0011286844	9/21/23	9/30/23	N	1,599.46	1,599.46-	001413	9/30/23	0.00	
			INV	ORDER ID #908625		9/27/23	9/30/23	N	159.27	159.27-	001413	9/30/23	0.00	
			INV	OZONE		9/04/23	9/30/23	N	2,010.10	2,010.10-	001413	9/30/23	0.00	

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
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VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---	
01-004702	PCARD - FIFTH THIRD BANK ** CONTINUED **											
		INV	PB-3106248765	9/20/23	9/30/23	N	314.82	314.82-	001413	9/30/23	0.00	
		INV	POOLWEB	9/15/23	9/30/23	N	24.83	24.83-	001413	9/30/23	0.00	
		INV	SAMS 055571	9/25/23	9/30/23	N	243.05	243.05-	001413	9/30/23	0.00	
		INV	SAMS 10095749789	9/04/23	9/30/23	N	242.04	242.04-	001413	9/30/23	0.00	
		INV	SAMS 10099436810	9/15/23	9/30/23	N	178.18	178.18-	001413	9/30/23	0.00	
		INV	SAMS 10099793052	9/18/23	9/30/23	N	68.50	68.50-	001413	9/30/23	0.00	
		INV	SAMS 10103150207	9/28/23	9/30/23	N	411.85	411.85-	001413	9/30/23	0.00	
		INV	SCW 786586	9/04/23	9/30/23	N	260.48	260.48-	001413	9/30/23	0.00	
		INV	SCW 789245	9/28/23	9/30/23	N	45.78	45.78-	001413	9/30/23	0.00	
		INV	SGD GOLF S24317	9/20/23	9/30/23	N	2,996.15	2,996.15-	001413	9/30/23	0.00	
		INV	STAPLES 7614513172	9/11/23	9/30/23	N	646.80	646.80-	001413	9/30/23	0.00	
		INV	VERIZON 9943807018	9/25/23	9/30/23	N	1,032.61	1,032.61-	001413	9/30/23	0.00	
		INV	WALMART 003743	9/18/23	9/30/23	N	11.12	11.12-	001413	9/30/23	0.00	
		INV	WALMART 040599	9/11/23	9/30/23	N	16.54	16.54-	001413	9/30/23	0.00	
		INV	WALMART 049437	9/29/23	9/30/23	N	36.94	36.94-	001413	9/30/23	0.00	
		INV	WALMRT-581697	9/15/23	9/30/23	N	9.28	9.28-	001413	9/30/23	0.00	
		INV	WD 5563500-0	9/07/23	9/30/23	N	746.92	746.92-	001413	9/30/23	0.00	
		INV	WD 5563500-1 9/12	9/14/23	9/30/23	N	368.00	368.00-	001413	9/30/23	0.00	
		INV	WD5554690-0	9/01/23	9/30/23	N	547.00	547.00-	001413	9/30/23	0.00	
		INV	WD5556029-0	9/01/23	9/30/23	N	89.04	89.04-	001413	9/30/23	0.00	
		INV	WD5556303-0	9/11/23	9/30/23	N	151.62	151.62-	001413	9/30/23	0.00	
		INV	WD5556728-0	9/11/23	9/30/23	N	285.00	285.00-	001413	9/30/23	0.00	
		INV	WD5557796-0	9/01/23	9/30/23	N	217.27	217.27-	001413	9/30/23	0.00	
		INV	WD5559315-0	9/01/23	9/30/23	N	547.00	547.00-	001413	9/30/23	0.00	
		INV	WD5560971-0	9/11/23	9/30/23	N	641.22	641.22-	001413	9/30/23	0.00	
		INV	WD5565025-0	9/11/23	9/30/23	N	169.80	169.80-	001413	9/30/23	0.00	
		INV	WD5567906-0	9/11/23	9/30/23	N	124.00	124.00-	001413	9/30/23	0.00	
		INV	WD5567908-0	9/11/23	9/30/23	N	112.82	112.82-	001413	9/30/23	0.00	
		INV	WD5568119-0	9/11/23	9/30/23	N	51.84	51.84-	001413	9/30/23	0.00	
		INV	WD5568201-0	9/11/23	9/30/23	N	207.45	207.45-	001413	9/30/23	0.00	
		INV	WLLLOWBEND1	9/12/23	9/30/23	N	73.13	73.13-	001413	9/30/23	0.00	
		** TOTALS **						77,246.48	77,246.48-			0.00
01-004710	YOUNG GRASSHOPPER LLC											
	23-45270	INV	202	9/08/23	9/15/23	Y	5,312.80	5,312.80-	107885	9/15/23	0.00	
		** TOTALS **						5,312.80	5,312.80-			0.00
01-004716	GATLIN PLUMBING & HEATING,											
	23-44429	INV	90136	9/01/23	9/01/23	N	4,181.25	4,181.25-	107819	9/01/23	0.00	
	23-45230	INV	90884	8/17/23	9/08/23	N	1,298.54	1,298.54-	107831	9/08/23	0.00	
	23-45232	INV	90986	8/24/23	9/08/23	N	622.00	622.00-	107831	9/08/23	0.00	
		** TOTALS **						6,101.79	6,101.79-			0.00
01-004717	HERSHEY'S ICE CREAM											
	23-45263	INV	INVE0019551193	9/01/23	9/15/23	N	209.52	209.52-	107874	9/15/23	0.00	
		** TOTALS **						209.52	209.52-			0.00
01-004720	VERNON J. GORMAN											

A C C O U N T S P A Y A B L E
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VENDOR	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	----BALANCE---	
01-004720	VERNON J. GORMAN ** CONTINUED **											
		INV	OFFICIAL	9/22	9/22/23	9/29/23	Y	60.00	60.00-	107924	9/29/23	0.00
		** TOTALS **						60.00	60.00-			0.00
01-004725	PAUL J. GEDVILAS											
		INV	OFFICIAL	9/18	9/18/23	9/29/23	Y	90.00	90.00-	107923	9/29/23	0.00
		** TOTALS **						90.00	90.00-			0.00
01-004741	SOLITUDE LAKE MANAGEMENT L											
	23-45295	INV	PSI012920		9/05/23	9/22/23	N	800.00	800.00-	107896	9/22/23	0.00
		** TOTALS **						800.00	800.00-			0.00
01-004806	AHW LLC											
	23-45305	INV	11718131		9/14/23	9/29/23	Y	36.60	36.60-	107914	9/29/23	0.00
	23-44671	INV	19510464A-2		9/05/23	9/08/23	Y	9,374.64	9,374.64-	107825	9/08/23	0.00
		** TOTALS **						9,411.24	9,411.24-			0.00
01-004821	WHITE STAR TOURS, IN.C.											
	23-45265	INV	11550		8/31/23	9/21/23	N	929.00	929.00-	107898	9/21/23	0.00
		** TOTALS **						929.00	929.00-			0.00
01-004874	OKEH ELECTRIC COMPANY											
	23-45284	INV	23-89		9/13/23	9/29/23	N	6,787.00	6,787.00-	107930	9/29/23	0.00
		** TOTALS **						6,787.00	6,787.00-			0.00
01-004875	ROBYN NIELSEN											
	23-45287	INV	MOANA REIMB		9/15/23	9/22/23	N	126.25	126.25-	107894	9/22/23	0.00
		** TOTALS **						126.25	126.25-			0.00
01-004876	CONSTRUCTION & GEOTECHNICA											
	23-45329	INV	10447		8/31/23	9/29/23	N	3,775.00	3,775.00-	107919	9/29/23	0.00
		** TOTALS **						3,775.00	3,775.00-			0.00
01-1	MISC VENDOR (REFUNDS ONLY)											
		INV	REC #	2012258.007	8/25/23	9/01/23	N	550.00	550.00-	107816	9/01/23	0.00
		INV	REC #	2012289.007	9/08/23	9/15/23	N	200.00	200.00-	107881	9/15/23	0.00
		INV	REC#	2011882.007	5/23/23	5/26/23	N	150.00	150.00-	107817	9/01/23	0.00
		INV	REC#	2012271.007	8/30/23	9/08/23	N	40.00	40.00-	107828	9/08/23	0.00
		INV	REC#	2012304.007	9/13/23	9/22/23	N	200.00	200.00-	107892	9/22/23	0.00
		INV	REC#	2012316.007	9/18/23	9/22/23	N	100.00	100.00-	107893	9/22/23	0.00
		INV	REC#	2012737.008	7/19/23	7/28/23	N	175.00	175.00-	107866	9/15/23	0.00
		INV	REC#	2013010.008	8/31/23	9/08/23	N	500.00	500.00-	107841	9/08/23	0.00
		INV	REC#	2013017.008	9/01/23	9/08/23	N	175.00	175.00-	107840	9/08/23	0.00
		INV	REC#	2013018.008	9/01/23	9/08/23	N	175.00	175.00-	107829	9/08/23	0.00
		INV	REC#	2013025.008	9/05/23	9/08/23	N	80.00	80.00-	107824	9/08/23	0.00
		INV	REC#	2013033.008	9/07/23	9/15/23	N	20.00	20.00-	107884	9/15/23	0.00
		** TOTALS **						2,365.00	2,365.00-			0.00

A C C O U N T S P A Y A B L E
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T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	618,739.88	618,739.88CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	618,739.88	618,739.88CR	0.00

A C C O U N T S P A Y A B L E
O P E N I T E M R E P O R T
S U M M A R Y

** PRE-PAID INVOICES **

P R E P A I D T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	0.00	0.00	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	0.00	0.00	0.00

A C C O U N T S P A Y A B L E
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R E P O R T T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	618,739.88	618,739.88CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
VOIDED ITEMS	0.00	0.00	0.00
** TOTALS **	618,739.88	618,739.88CR	0.00

U N P A I D R E C A P

NUMBER OF HELD INVOICES	0
UNPAID INVOICE TOTALS	0.00
UNPAID DEBIT MEMO TOTALS	0.00
UNAPPLIED CREDIT MEMO TOTALS	0.00
** UNPAID TOTALS **	0.00

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 204000	DUE TO VILLAGE OF CAROL STREAM	6.00
10 209000	DUE TO CS PARKS FOUNDATION	1,251.00
10 217000	SECTION 125	539.02
10 5-00-00-534	PHYSICAL/DRUG TESTING	89.00
10 5-00-00-558	SECURITY SERVICES	252.00
10 5-00-00-562	REPAIR SERVICES-LIABILITY	2,900.00
10 5-00-00-565	BACKGROUND CHECKS-EMPLOYEES	342.00
10 5-00-00-566	BACKGROUND CHECKS-NON-EMPLOYEE	57.00
10 5-00-00-610	PDRMA PROPERTY	4,031.04
10 5-00-00-611	PDRMA LIABILITY	1,948.30
10 5-00-00-612	PDRMA EMPLOYMENT	683.70
10 5-00-00-613	PDRMA POLLUTION	117.97
10 5-00-00-614	PDRMA WORKMENS COMP	3,789.28
10 5-00-00-651	MINOR EQUIPMENT-SAFETY	30.76
10 5-00-00-704	PATHWAYS/PARKING LOTS-P/L	33,490.00
10 5-10-00-500	ADMINISTRATION GENERAL EXPENSE	30.00
10 5-10-00-540	SECTION 125 PLAN	50.00
10 5-10-00-546	TELEPHONE	170.26

A C C O U N T S P A Y A B L E
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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-10-00-551	ATTORNEY	450.00
10 5-10-00-556	MAINTENANCE CONTRACTS	3,471.47
10 5-10-00-559	TRAINING/SEMINARS	221.00
10 5-10-00-560	MEETINGS	59.48
10 5-10-00-561	MEMBERSHIP DUES	160.00
10 5-10-00-590	OTHER SERVICES	26.00
10 5-10-00-620	STAFF INCENTIVE	988.96
10 5-10-00-648	MINOR EQUIPMENT-TECHNOLOGY	45.78
10 5-10-00-650	EQUIPMENT RENTAL	314.82
10 5-10-00-652	OFFICE SUPPLIES	646.80
10 5-10-00-668	COMMISSIONER EXPENSE	506.21
10 5-10-00-669	POSTAGE	800.00
10 5-12-00-500	MARKETING GENERAL EXPENSE	190.00CR
10 5-12-00-546	TELEPHONE	44.81
10 5-12-00-590	OTHER SERVICES	2,308.62
10 5-15-00-545-079	WATER/SEWER-ARMSTRONG RESTROOM	71.73
10 5-15-00-545-080	WATER/SEWER-ARMSTRONG FOUNTAIN	6.36
10 5-15-00-545-089	WATER/SEWER-HAMPE	45.53
10 5-15-00-545-095	WATER/SEWER-RED HAWK	10.60
10 5-15-00-545-096	WATER/SEWER-SLEPICKA	47.54
10 5-15-00-546	TELEPHONE	157.81
10 5-15-00-547-083	ELECTRIC-ARMSTRONG PARK NORTH	134.01
10 5-15-00-547-085	ELECTRIC-ARMSTRONG PARK SOUTH	356.94
10 5-15-00-547-086	ELECTRIC-BIERMAN	24.45
10 5-15-00-547-089	ELECTRIC-HAMPE	69.15
10 5-15-00-547-093	ELECTRIC-MEMORIAL PARK	18.76
10 5-15-00-547-094	ELECTRIC-POND AERATORS	281.67
10 5-15-00-547-095	ELECTRIC-RED HAWK	130.65
10 5-15-00-547-096	ELECTRIC-SLEPICKA	30.91
10 5-15-00-547-097	ELECTRIC-UNDERPASS IL64	50.67
10 5-15-00-547-098	ELECTRIC-CAROLSHIRE PARK	31.63
10 5-15-00-548	REFUSE	966.36
10 5-15-00-556	MAINTENANCE CONTRACTS	800.00
10 5-15-00-556-048	MAINT CONTRACTS-LANDSCAPE	40,979.17
10 5-15-00-559	TRAINING/SEMINARS	535.00
10 5-15-00-560	MEETINGS	73.00
10 5-15-00-562-058	REPAIR SERVICES-VANDALISM	2,200.00
10 5-15-00-651	MINOR EQUIPMENT	1,293.77
10 5-15-00-652	OFFICE SUPPLIES	16.40
10 5-15-00-653	HORTICULTURAL SUPPLIES	135.00
10 5-15-00-656	JANITORIAL SUPPLIES	557.46
10 5-15-00-657	CLOTHING SUPPLIES	557.90
10 5-15-00-659	VEHICLE FUELS	2,227.53
10 5-15-00-660	PLAYGROUND MATERIAL/MAINT	439.72
10 5-15-00-662-045	ATHLETIC FIELD MAINT-BASEBALL	437.00
10 5-15-00-663	VEHICLE REPAIRS	3,401.56
10 5-15-00-664	REPAIR/MAINT MATERIALS	441.17

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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-15-00-802	FURNITURE/FIXTURES/EQMT	2,884.50
10 5-28-00-543	CABLE	79.14
10 5-28-00-544	GAS	186.35
10 5-28-00-545	WATER/SEWER	60.61
10 5-28-00-546	TELEPHONE/INTERNET	594.52
10 5-28-00-547	ELECTRIC	420.64
10 5-28-00-548	REFUSE	196.52
10 5-28-00-556	MAINTENANCE CONTRACTS	292.75
10 5-28-00-802	FURNITURE/FIXTURES/EQMT	18,900.00
10 5-62-00-546	TELEPHONE	89.62
	** FUND TOTAL **	139,865.38
12 5-00-00-760	MC CASLIN PARK	5,700.00
	** FUND TOTAL **	5,700.00
20 205000	REGISTRATION CLIENT PAYABLE	2,365.00
20 206216	D/T THEATRE FUNDRAISER	199.38
20 206221	D/T DANCE COMPANY FUNDRAISER	9.99
20 206902	D/T GYMNAST SPRINGER FUNDRAISE	2,866.50
20 207060	D/T PGM MERCH SALES TAX	899.26
20 207065	D/T CCMG SALES TAX	62.26
20 207990	D/T CCWP CONC SALES TAX	1,052.00
20 207991	D/T MCCASLIN CONC SALES TAX	1,046.14
20 207992	D/T FVRC CONC SALES TAX	3.04
20 4-14-00-481-990	RECOVERY OF COST-CCWP CONCESS	18.00CR
20 4-14-00-481-991	RECOVERY OF COST-MCCAS CONCES	18.14CR
20 4-14-00-481-992	RECOVERY OF COST-FVRC CONCES	0.04CR
20 4-60-00-481	RECOVERY OF COST-RECREATION	15.26CR
20 4-60-00-481-665	RECOVERY OF COST-CCMG	1.26CR
20 5-12-00-690	DEPARTMENT SUPPLIES	1,204.60
20 5-13-00-543	CABLE	245.80
20 5-13-00-545	WATER/SEWER	4,322.57
20 5-13-00-546	TELEPHONE/INTERNET	2,576.83
20 5-13-00-547	ELECTRIC	17,095.08
20 5-13-00-548	REFUSE	667.14
20 5-13-00-556	MAINTENANCE CONTRACTS	5,831.47
20 5-13-00-562	REPAIR SERVICES	7,716.70
20 5-13-00-651	MINOR EQUIPMENT FACILITY	3,940.50
20 5-13-00-654	CHEMICALS-POOL	1,050.71
20 5-13-00-656	JANITORIAL SUPPLIES	1,013.33
20 5-13-00-664	REPAIR & MAINT SUPPLIES	727.10
20 5-14-00-544-991	GAS - MCCASLIN CONCESSIONS	52.99
20 5-14-00-546	TELEPHONE	304.25
20 5-14-00-548-991	REFUSE-MCCASLIN CONCESSIONS	252.33
20 5-14-00-556	MAINTENANCE CONTRACTS	175.00
20 5-14-00-640-991	DRY GOODS SUPPLIES-MCCASLIN	167.66
20 5-14-00-642-991	MCCAS-PERISHABLE FOOD SUPPLIES	7,571.91

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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-14-00-643-991	MCCAS-NON-ALCOH BEV SUPPLIES	3,315.57
20 5-14-00-644-991	MCCAS-ALCOHOLIC BEV SUPPLIES	1,358.40
20 5-14-00-656-991	JANITORIAL SUPP-MCCASLIN CONC	61.54
20 5-14-00-665-991	SAFETY SUPPLIES-MCCASLIN CONC	37.02
20 5-23-00-543	CABLE	10.52
20 5-23-00-544	GAS	2,772.19
20 5-23-00-545	WATER/SEWER	192.48
20 5-23-00-546	TELEPHONE/INTERNET	2,092.61
20 5-23-00-547	ELECTRIC	7,121.94
20 5-23-00-548	REFUSE	547.77
20 5-23-00-556	MAINTENANCE CONTRACTS	1,737.25
20 5-23-00-562	REPAIR SERVICES	517.50
20 5-23-00-651	MINOR EQUIPMENT FACILITY	951.33
20 5-23-00-656	JANITORIAL SUPPLIES	751.73
20 5-23-00-664	REPAIR & MAINT SUPPLIES	71.93
20 5-24-00-544	GAS	1,124.43
20 5-24-00-545-087	WATER/SEWER-CORAL COVE	1,732.27
20 5-24-00-545-088	WATER/SEWER-CCWP FILTER ROOM	12,575.37
20 5-24-00-547	ELECTRIC	880.24
20 5-24-00-556	MAINTENANCE CONTRACTS	669.00
20 5-24-00-562	REPAIR SERVICES	200.00
20 5-24-00-651	MINOR EQUIPMENT FACILITY	3,393.50
20 5-24-00-654	CHEMICALS - POOL	7,031.33
20 5-24-00-656	JANITORIAL SUPPLIES	184.00
20 5-24-00-664	REPAIR & MAINT SUPPLIES	166.31
20 5-26-00-544	GAS	135.15
20 5-26-00-547	ELECTRIC	135.15
20 5-26-00-556	MAINTENANCE CONTRACTS	524.70
20 5-60-00-543-641	CABLE - RENTAL FIELDS	102.08
20 5-60-00-546	TELEPHONE	292.25
20 5-60-00-549-644	PORT-O-LETS-SHELTER RENTALS	1,630.00
20 5-60-00-553	PRINTING-RECREATION	23.75
20 5-60-00-560	MEETING	98.00
20 5-60-00-592-622	PGM SUP - LOCAL EVENTS	83.31
20 5-60-00-592-665	PGM SUP - CCMG SPECIAL EVENTS	151.52
20 5-60-00-593-665	CONCESSION SUPPLIES - CCMG	214.16
20 5-60-00-595-641	FIELD RENTALS SERVICES	2,595.00
20 5-60-00-595-642	RENTAL FVRC SERVICES	173.31
20 5-60-00-595-695	PGM SRV-SPONS/ADVERTISING	635.00
20 5-60-00-649-665	MINOR EQUIPMENT PROGRAMS	3,185.99
20 5-60-00-651-641	MINOR EQMT RENTAL FIELDS	2,480.58
20 5-60-00-651-695	MINOR EQMT-SPONS/ADVERTISING	479.99
20 5-60-00-652	OFFICE SUPPLIES	21.97
20 5-60-00-667	AUTO REIMBURSEMENT	20.00
20 5-60-00-690	DEPARTMENT SUPPLIES	291.82
20 5-60-16-592-135	PGM SUP - PRESCHOOL	203.13
20 5-60-16-665-135	SAFETY SUPPLIES - PRESCHOOL	176.14

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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-60-20-592-203	PGM SUP - YOUTH B-DAY PARTIES	11.99
20 5-60-20-595-203	PGM SRV - YOUTH B-DAY PARTIES	1,405.00
20 5-60-21-595-205	PGM SRV - SPECIAL INTEREST	5,389.60
20 5-60-23-592-215	PGM SUP - YOUTH THEATRE	165.28
20 5-60-23-592-220	PGM SUP - SEASONAL DANCE	93.95
20 5-60-23-592-224	PGM SUP - DANCE RECITAL	119.99
20 5-60-23-594-221	MERCH RESALE SUP-COMPET DANCE	1,599.46
20 5-60-23-595-224	PGM SRV - DANCE RECITAL	16.99
20 5-60-27-596-235	PGM TRANS-AWESOME ADVENT CAMP	3,787.50
20 5-60-28-592-270	PGM SUP - YTH FALL SOCCER	2,080.00
20 5-60-28-592-865	PGM SUP-YTH BB/SB FALL LGS	3,495.97
20 5-60-28-595-270	PGM SRV - YTH FALL SOCCER	1,566.00
20 5-60-28-595-865	PGM SRV-YTH BB/SB FALL LGS	6,531.00
20 5-60-28-595-891	PGM SRV-HS BASEBALL/SOFTBALL	1,470.00
20 5-60-29-546-290	TELEPHONE-YTH B/A SCHOOL	313.69
20 5-60-29-592-290	PGM SUP - YOUTH B/A SCHOOL	1,800.17
20 5-60-37-592-327	PGM SUP - MS AFTER HOURS	17.96
20 5-60-47-595-460	PGM SRV - HIGH SCHOOL CAMPS	8,446.82
20 5-60-48-592-435	PGM SUP - ADULT SOFTBALL	1,664.95
20 5-60-48-592-440	PGM SUP - ADULT SPORTS LEAGUES	583.19
20 5-60-48-595-435	PGM SRV - ADULT SOFTBALL	5,263.00
20 5-60-48-595-440	PGM SRV - ADULT SPORTS LEAGUES	1,336.00
20 5-60-55-592-525	PGM SUP-FOREVER YNG OVRNT TRIP	20.53
20 5-60-55-595-520	PGM SRV-ADULT TRIPS	567.50
20 5-60-55-595-525	PGM SRV-FOREVER YNG OVRNT TRIP	1,433.03
20 5-60-55-596-520	PGM TRNS-ADULT TRIPS	2,750.00
20 5-60-60-592-699	PGM SUP - REC ATTENDANTS	142.74
20 5-60-61-595-680	PGM SRV-SPORTS INSTRUCTIONAL	12,122.90
20 5-60-64-592-610	PGM SUP - FAMILY SPECIAL EVENT	327.44
20 5-60-70-570-700	CONTRACTUAL SRVS-FVRC POOL	33,715.46
20 5-60-70-570-750	CONTRACTUAL SRVS-CCWP	2,548.00
20 5-60-80-543-800	CABLE - FITNESS CENTER	368.71
20 5-60-80-562-800	REPAIR SERVICES-FITNESS	1,530.00
20 5-60-80-592-800	PGM SUP-FITNESS CENTR-MEM/PASS	1,169.12
20 5-60-80-649-800	MINOR EQUIPMENT-FITNESS	432.81
20 5-60-80-665-800	SAFETY SUPPLIES-FITNESS	100.78
20 5-60-80-671-800	PROMOTION SUPPLIES-FITNESS	200.00
20 5-60-91-592-905	PGM SUP - GYMNASTIC INSTRUCTNL	159.10
20 5-64-00-545	WATER/SEWER-MCCAS FIELDS	2,632.78
20 5-64-00-547	ELECTRIC-MCCASLIN FIELDS	2,344.05
20 5-64-00-548	REFUSE-MCCASLIN FIELDS	252.33
20 5-64-00-656	JANITORIAL SUPPLIES	373.46
20 5-65-00-544	GAS	58.17
20 5-65-00-546	TELEPHONE/INTERNET	304.26
20 5-65-00-547	ELECTRIC	446.49
20 5-65-00-548	REFUSE	336.45
20 5-65-00-556	MAINTENANCE CONTRACTS	300.50

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G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-65-00-650	EQUIPMENT RENTAL	60.00
20 5-65-00-651	MINOR EQUIPMENT FACILITY	173.58
	** FUND TOTAL **	238,544.77
25 5-00-00-549	PORT-O-LETS	1,026.07
25 5-00-00-602	WDSRA TAX ALLOCATION	154,330.00
	** FUND TOTAL **	155,356.07
34 5-00-00-713	TECHNOLOGY	6,460.48
	** FUND TOTAL **	6,460.48
42 5-00-00-760	MCCASLIN PARK IMPROVEMENTS	21,313.44
42 5-11-00-800	CAPITAL EQUIPMENT	9,374.64
42 5-75-00-722	COMMUNITY PARK	4,950.00
42 5-75-00-753	CORAL COVE WATER PARK	11,792.00
42 5-75-00-772	WALTER PARK	23,883.10
42 5-75-00-773	APPOMATTOX PARK	1,500.00
	** FUND TOTAL **	72,813.18

	** TOTAL **	618,739.88

A C C O U N T S P A Y A B L E
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DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
10	NON-DEPARTMENTAL	1,796.02
10 00	ANCILLARY FUNDS	47,731.05
10 10	FINANCE/ADMINISTRATION	7,940.78
10 12	MARKETING/COMMUNICATION	2,163.43
10 15	PARKS	59,413.95
10 28	MAINTENANCE FACILITY	20,730.53
10 62	REGISTRATION SERVICES	89.62
	** FUND TOTAL **	139,865.38
12 00	REC REPAIR & REPLACEMENT	5,700.00
	** FUND TOTAL **	5,700.00
20	NON-DEPARTMENTAL	8,503.57
20 12	MARKETING/COMMUNICATION	1,204.60
20 13	FOUNTAIN VIEW REC CENTER	45,187.23
20 14	CONCESSIONS	13,260.49
20 23	SIMKUS FACILITY	16,767.25
20 24	CORAL COVE	27,956.45
20 26	EVERGREEN GYM FACILITY	795.00
20 60	RECREATION	117,588.11
20 64	MCCASLIN FIELDS	5,602.62
20 65	MINIATURE GOLF	1,679.45
	** FUND TOTAL **	238,544.77
25 00	SPECIAL RECREATION	155,356.07
	** FUND TOTAL **	155,356.07
34 00	CAPITAL PROJECTS	6,460.48
	** FUND TOTAL **	6,460.48
42 00	CAPITAL PROJECTS	21,313.44
42 11	CAP REPAIR & REPLACEMENT	9,374.64
42 75	2021 CAPITAL IMPROVEMENTS	42,125.10
	** FUND TOTAL **	72,813.18

	** TOTAL **	618,739.88

0 ERRORS
0 WARNINGS

SELECTION CRITERIA

VENDOR SET: ALL
 VENDOR: THRU ZZZZZZ
 VENDOR CLASS: ALL
 BANK CODES: Include: APBNK
 1099 BOX: All
 COMMENT CODES: All
 HOLD STATUS: Both
 AP BALANCE AS OF: 0/00/0000
 ADVANCED SELECTION: YES

ITEM SELECTION: PAID ITEMS
 FUNDS: All
 ACCOUNT RANGE: THRU ZZZZZZZZZZZZZZ
 ITEM AMOUNT: 999,999,999.00CR THRU 999,999,999.00

PRINT OPTIONS:

SEQUENCE: VENDOR NUMBER
 REPORT TYPE: SUMMARY
 SORT TRANSACTIONS BY DATE: NO
 G/L ACCOUNTS/PROJECTS: YES
 ONE VENDOR PER PAGE: NO
 ONE DEPARTMENT PER PAGE: NO
 PRINT STUB COMMENTS: NO
 PRINT COMMENT CODES: None
 PRINT W/ PO ONLY: NO

DATE SELECTION:

PAYMENT DATE: 9/01/2023 THRU 9/30/2023
 ITEM DATE: 0/00/0000 THRU 99/99/9999
 POSTING DATE: 0/00/0000 THRU 99/99/9999

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: October 23, 2023
Discussion: Coral Cove Water Park 2023 Seasonal Report

Agenda Item #: 6A

The Coral Cove Water Park 2023 Seasonal Report will be presented.

To: Board of Commissioners
From: Sue Rini, Executive Director
Date: October 23, 2023
Approval: Appointment of IAPD Conference Delegates

Agenda Item # 7A

Issue

Should the Board appoint a delegate, and up to three alternates, for the IAPD Annual Business Meeting.

Background/Reasoning

- The IAPD/IPRA State Conference is January 25-27, 2024.
- The Annual Business Meeting is scheduled January 27 from 3:30 – 5:00 pm.
- The Board of Commissioners needs to elect a Delegate and 1st, 2nd and 3rd Alternates to represent the Carol Stream Park District at the Annual Business Meeting.
- 2023 Delegates were:
 - Commissioner Gramann as the IAPD Conference Delegate.
 - Commissioner Sokolowski as First Alternate.
 - Commissioner Jeffery as Second Alternate.
 - Commissioner Powers as Third Alternate
- IAPD requires this in order for member Districts to vote in IAPD business.

Supporting Documents Summary

- Conference Schedule
- Credentials Certificate

Cost - None

Public/Customer Impact - None

Recommendation

Recommend that the Board makes a motion to appoint Commissioner _____ as a Delegate, Commissioner _____ as 1st Alternate, Commissioner _____ as 2nd Alternate and Commissioner _____ as 3rd Alternate.

SCHEDULE - AT - A - GLANCE

THURSDAY, JANUARY 25

8:00 am – 5:00 pm	Conference Registration Open
10:00 am – 12:00 pm	Conference Workshops (0.2 CEUs)
10:30 am – 11:30 am	Conference Sessions (0.1 CEUs)
11:00 am – 5:00 pm	Grand Opening of the Exhibit Hall
12:30 pm – 2:30 pm	Conference Workshops (0.2 CEUs)
3:00 pm – 4:00 pm	Conference Sessions (0.1 CEUs)
4:00 pm – 5:00 pm	Exhibit Hall Dedicated Hours
5:15 pm – 7:15 pm	IPRA Section Meetings
6:00 pm – 7:00 pm	Professional Connection
9:00 pm – 11:30 pm	Welcome Social with Hello Weekend

FRIDAY, JANUARY 26

7:00 am – 5:00 pm	Conference Registration Open
8:30 am – 9:30 am	Conference Sessions (0.1 CEUs)
8:30 am – 4:00 pm	Agency Showcase
9:00 am – 12:00 pm	Exhibit Hall Open
10:00 am – 11:00 am	Conference Sessions (0.1 CEUs)
11:00 am – 12:00 pm	Exhibit Hall Dedicated Hours
12:15 pm – 12:45 pm	Conference Speed Sessions
12:15 pm – 2:15 pm	All-Conference Awards Luncheon*
1:00 pm – 2:00 pm	Conference Sessions (0.1 CEUs)
1:00 pm – 3:30 pm	Exhibit Hall Open
2:15 pm – 3:30 pm	Dessert in the Exhibit Hall*
3:45 pm – 4:45 pm	Conference Sessions (0.1 CEUs)
5:00 pm – 6:30 pm	Commissioners' Reception**
5:00 pm – 6:30 pm	IPRA Annual Business Meeting
9:30 pm – 11:00 pm	Leadership Reception**

SATURDAY, JANUARY 27

7:45 am – 12:00 pm	Conference Registration Open
9:00 am – 10:00 am	Keynote General Session with Charles Clark (0.1 CEUs)
10:30 am – 11:30 am	Conference Sessions (0.1 CEUs)
12:30 pm – 1:30 pm	Conference Sessions (0.1 CEUs)
2:00 pm – 3:00 pm	Conference Sessions (0.1 CEUs)
3:30 pm – 5:00 pm	IAPD Annual Business Meeting
7:00 pm – 10:00 pm	Closing Social*

* Ticketed Event
 ** By Invitation

TABLE OF CONTENTS

Agency Showcase 2023	C4
All-Conference Awards Luncheon*	C4
All-Conference Awards Luncheon Preferred Agency Seating	C4
Closing Social*	C20
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Conference Exhibitors	C34 – C35
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Registration Form: Conference	C31 – C33
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Student Events	C9
Welcome Social	C24

* Ticketed Event

Event photography provided by JHyde Photography.

CREDENTIALS CERTIFICATE

This is to certify that at a meeting of the Governing Board of the

Carol Stream Park District

_____ held at
(Name of Agency)
910 N. Gary Ave. Carol Stream October 23, 2023 6:00 pm
_____ on _____ at _____
(Location) *(Month/Day/Year)* *(Time)*

the following individuals were designated to serve as delegate(s) to the Annual Business Meeting of the ILLINOIS ASSOCIATION OF PARK DISTRICTS to be held on **Saturday, January 27, 2024 at 3:30 p.m.:**

Name *Email*

Delegate: _____

1st Alternate: _____

2nd Alternate: _____

3rd Alternate: _____

This is to certify that the foregoing is a statement of action taken at the board meeting cited above.

Signed: _____

Affix Seal: *(President of Board)*

Attest: _____

(Board Secretary)

Return this form to: Illinois Association of Park Districts
211 East Monroe Street Springfield,
IL 62701-1186 Email:
iapd@ilparks.org

To: Board of Commissioners
From: Shane Hamilton, Director of Parks & Facilities
Date: October 23, 2023
Approval: Aquatic Facility Maintenance Contracts

Agenda Item #: 7B

Issue

Should the Board approve a contract with Jeff Ellis Management for pool maintenance services at Fountain View Recreation Center’s indoor pool and Coral Cove Water Park for 2024 (\$77,646.88) and 2025 (\$80,528.84), totaling \$158,175.72 over a two year period.

Background/Reasoning

In early 2022, the District’s Pool Specialist resigned. At that time, staff made a decision to shift pool maintenance to Jeff Ellis Management. The District has used Jeff Ellis Management’s maintenance division for two years and staff firmly believes continuing the contract two more years is warranted. This two year agreement will align the District’s lifeguarding and maintenance agreements so they are up for approval together in the future.

Cost

	<u>2024</u>	<u>2025</u>	
Fountain View Recreation Center	\$46,234.68	\$47,933.76	GL 20-5-13-00-556
Coral Cove Water Park	\$31,412.20	\$32,595.08	GL 20-5-24-00-556
Total	\$77,646.88	\$80,528.84	

Public/Customer Impact

Maintains a high-quality aquatic experience for patrons with less disruptions to operational pool hours.

Recommendation

That the Board approve a contract with Jeff Ellis Management for pool maintenance services at Fountain View Recreation Center’s indoor pool and Coral Cove Water Park for 2024 (\$77,646.88) and 2025 (\$80,528.84), totaling \$158,175.72 over a two year period.



SERVICES AGREEMENT

between

JEFF ELLIS MANAGEMENT, LLC

and

CAROL STREAM PARK DISTRICT

dated as of

September 28, 2023



Fountain View Recreation Center Indoor Pool

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of September 28th, 2023 (the "**Effective Date**"), is by and between **Jeff Ellis Management, LLC** a Florida limited liability company, with offices located at 500 Winderley Place; Maitland, FL 32751 (the "**Service Provider**") and **Carol Stream Park District** with offices located at 849 W. Lies Rd; Carol Stream, IL 60188 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

"Customer Equipment" means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

"Customer Materials" any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

"Deliverables" means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Force Majeure Event" has the meaning set forth in **Section 17.01**.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Subcontractor" has the meaning set forth in **Section 3.01(e)**.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Service Provider**" has the meaning set forth in the preamble.

"**Service Provider Contract Manager**" has the meaning set forth in **Section 3.01(a)**.

"**Service Provider Equipment**" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

"**Service Provider Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"**Services**" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"**Statement of Work**" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"**Term**" has the meaning set forth in **Article VI**.

ARTICLE II SERVICES

Section 2.01 Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties.

Section 2.02 Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable; and
- (f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

ARTICLE III
SERVICE PROVIDER'S OBLIGATIONS

Section 3.01 The Service Provider shall:

- (a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and
- (b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:
 - (i) Customer's request pursuant to **Section 3.01(c)**; or
 - (ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;
- (c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel; before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (d) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and
- (e) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

Section 3.02 Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

ARTICLE IV
CUSTOMER'S OBLIGATIONS

Section 4.01 Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, replace a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(d)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start;

(f) keep, maintain and insure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

Section 4.02 If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE V CHANGE ORDERS

Section 5.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

Section 5.02 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

ARTICLE VI
TERM

This Agreement shall commence as of **January 1st, 2024** and shall continue until **December 31st, 2025**, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account.

ARTICLE VII
FEES AND EXPENSES; PAYMENT TERMS

Section 7.01 In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this **Article VII**.

Section 7.02 Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

Section 7.03 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work. At the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

Section 7.04 Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

Section 7.05 The parties agree that after the Term for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that:*

- (a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;
- (b) such increases occur no more frequently than once per contract year of the Term; and
- (c) the amount of such increase shall not exceed five percent (5%).

Section 7.06 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider on the 1st of each month or upon receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall apply a 10% APR finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hour advance written notice to Customer.

Section 7.07 In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

Section 7.08 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

Section 7.09 In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Exhibit B will increase by the same percentage of the increase of the minimum wage using the following formula: ((New Rate minus Old Rate) divided by the Old Rate).

Section 7.10 Commencing on the first anniversary of the Start Date “January 1, 2023”, the Service Charge shall automatically be increased annually, and on each anniversary of the Start Date thereafter, by the lesser of: (i) an amount which reflects any relative change in the U.S. Department of Labor Consumer Price Index for all urban consumers (CPI-U) plus one percent (1%) before seasonal adjustments (the “Index”) at the time the subject payment is due over the Index as it existed twelve months before the time the subject payment is due; or (ii) five percent (5%).

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Section 8.01 Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

Section 8.02 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Client Materials are expressly reserved by Customer.

ARTICLE IX
CONFIDENTIAL INFORMATION

Section 9.01 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

Section 9.02 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

Section 9.03 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.01 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 10.02 Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

Section 10.03 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

ARTICLE XI INDEMNIFICATION

Section 11.01 Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.02 Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider in a final judgment arising out of or resulting from any third party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer in this Agreement.

Section 11.03 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.01 EXCEPT AS OTHERWISE PROVIDED IN **Section 12.03**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.02 Service Provider shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, Act of God, civil disturbance, sabotage, weather beyond the reasonable foreseeability of Service Provider, nor for personal property destroyed or damaged due to such cause. As well, Service Provider inability to perform its duties hereunder by reason of the closing of the pool due to the conditions, the failure of equipment, plumbing or piping or the violation of any law, regulation or ordinance by the Customer, which shall in no way be the responsibility or liability of Service Provider.

- a) Except in the event of willful conduct on the part of Service Provider, Service Provider shall not be held liable for any claims for loss of life, bodily injury, or damage to property arising from any incidents occurring at the Customer facility when Service Provider is not engaged in the performance of this agreement.

- b) Due to the swimming pool/spa repair and service work, Service Provider is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. Service Provider will use due diligence in troubleshooting and repair procedures; however, Customer acknowledges that working with older components may exacerbate problematic conditions. Service Provider will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- c) Service Provider warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by Service Provider for use in this repair or service is subject to the manufacturer's guarantee. Service Provider shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. Service Provider warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- d) Service Provider shall not be responsible for any damage to winter pool covers during storage (if applicable).
- e) Service provider is not responsible for any vandalism or freeze/that damage that occurs in the off season.
- f) Requests for any changes or additions to this agreement by Customer shall not be enforceable against Service Provider unless they are agreed upon in writing by both parties and signed by a representative of Service Provider, with authority to sign such change or modification. All charges for changes or additions shall be due and payable by Customer at the completion of the work.
- g) Before any work will commence or any materials ordered; a signed and approved credit card authorization form or a signed and approved aquatic maintenance proposal must be on file with Service Provider.
- h) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- i) Service Provider will not warranty any equipment or materials purchased by the Customer and will be installed and invoiced at a separate rate. Service Provider is not responsible for work performed by any other entity.

- j) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any events or happenings outside of the water
- k) Service Provider shall not be responsible for any incidents, damages arising, directly or indirectly from any events or happenings inside water features which are not proved to be the result of negligence of Service Provider.
- l) Service Provider shall not be responsible for any incidents, damages to persons or property consequential damages arising. Directly or indirectly from any events or happenings occurring due to equipment failure or breakdown of facility's structures such as pool tiles, pool ladders, etc.

Section 12.03 The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);
- (c) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (f) damages or liabilities to the extent covered by a party's insurance; and
- (g) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

ARTICLE XIII TERMINATION; EFFECT OF TERMINATION

Section 13.01 Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.

Section 13.02 Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 13.03 Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

Section 13.04 The rights and obligations of the parties set forth in this **Section 13.04** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.03, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIV INSURANCE

Section 14.01 At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

Section 14.02 All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(e) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

Section 14.03 Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

ARTICLE XV NON-SOLICITATION

Section 15.01 During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

Section 15.02 If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

ARTICLE XVI NON-EXCLUSIVITY

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

ARTICLE XVII FORCE MAJEURE

Section 17.01 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (h) shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 17.02 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

Section 17.03 The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 18.02 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section 18.03 Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

Section 18.04 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**).

If to Service Provider:

Jeff Ellis Management, LLC
Attention: Jonathan Hartman
PO Box 2160
Windermere, FL 34786
Facsimile: 407-868-9657

If to Customer:

Carol Stream Park District
849 W. Lies Rd
Carol Stream, IL 60188

Section 18.05 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 18.06 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

Section 18.07 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 18.08 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 18.09 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 18.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 18.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Illinois and County of DuPage, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 18.13 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 18.14 Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 18.15 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 18.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERVICE PROVIDER

JEFF ELLIS MANAGEMENT, LLC

By_____

Name: Jonathan Hartman
Title: VP of Finance/Business
Date:

CUSTOMER

Carol Stream Park District

By_____

Name:

Title:

Date:

EXHIBIT A

STATEMENT OF WORK: SERVICES AND DELIVERABLES

Scope

1. Service Provider agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Customer at the following location(s):

Fountain View Indoor Pool
910 N Gary Ave.
Carol Stream, IL 60188

2. Service Provider will perform the following professional aquatic facility management services for the Customer's aquatic facilities identified above:
 - a. Service Provider will basic maintenance services including cleaning, vacuuming, operation of filtration equipment, monitoring of water quality and all other items as identified in Appendix D.
3. Service Provider and Customer will adhere to the following regarding pool maintenance:
 - a. Due to the swimming pool/spa repair and service work, JEM is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. JEM will use due diligence in troubleshooting and repair procedures; however, Client acknowledges that working with older components may exacerbate problematic conditions. JEM will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
 - b. JEM warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by JEM for use in this repair or service is subject to the manufacturer's guarantee. JEM shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. JEM's warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
 - c. JEM shall not be responsible for any damage to winter pool covers during storage.
 - d. JEM shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.

- e. **Water Level:** It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool.
- f. **Inclement Weather:** In the event of rain or freezing weather, we will perform a chemical and equipment check only on the pool, leaving out those items that require the use of a pole. No refunds will be given for such visits.
- g. **Service Problems:** If you are not completely satisfied with our service, please contact us immediately. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
- h. **Heavy Leaf Fall:** During certain times of the year, due to leaf fall, it may be advisable for the customer to empty the skimmers and traps in between our visits. This will help to ensure that the equipment is not damaged due to lack of water flow.
- i. **Freezing Weather:** In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level.
- j. **Extra Cleaning:** In the event the pool requires extra cleaning due to vandalism, poor drainage or other human factors, there will be an additional charge of \$95.00 per hour plus chemicals for this additional work.
- k. **Holidays:** We observe three holidays per year: Thanksgiving, Christmas, and New Year's Day. If your normal visit falls on one of these days, the pool will not be cleaned, but on an alternate day, we will provide a chemical and equipment check. The charges will remain the same.

Operating Schedule

1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

EXHIBIT B

SERVICE FEES- Fountain View Maintenance Services

2024

Insurance	\$2,925.00
Complete pool maintenance labor and basic pool maintenance	\$41,809.68
VIVO Point and Modem (\$125/month)	\$1,500.00
All additional labor will be billed on a net 30 basis at \$95 per person per hour	Invoice Separately
Annual Consulting Agreement Total Cost	\$46,234.68

2025

Insurance	\$3,055.00
Complete pool maintenance labor and basic pool maintenance	\$43,378.76
VIVO Point and Modem (\$125/month)	\$1,500.00
All additional labor will be billed on a net 30 basis at \$95 per person per hour	Invoice Separately
Annual Consulting Agreement Total Cost	\$47,933.76

Payment Schedule

Amount Due on or before January 1 st , 2024	Amount Due on or before February 1 st , 2024	Amount Due on or before March 1 st , 2024	Amount Due on or before April 1 st , 2024
\$3,852.89	\$3,852.89	\$3,852.89	\$3,852.89

Amount Due on or before May 1 st , 2024	Amount Due on or before June 1 st , 2024	Amount Due on or before July 1 st , 2024	Amount Due on or before August 1 st , 2024
\$3,852.89	\$3,852.89	\$3,852.89	\$3,852.89

Amount Due on or before September 1 st , 2024	Amount Due on or before October 1 st , 2024	Amount Due on or before November 1 st , 2024	Amount Due on or before December 1 st , 2024
\$3,852.89	\$3,852.89	\$3,852.89	\$3,852.89

Amount Due on or before January 1 st , 2025	Amount Due on or before February 1 st , 2025	Amount Due on or before March 1 st , 2025	Amount Due on or before April 1 st , 2025
\$3,994.48	\$3,994.48	\$3,994.48	\$3,994.48

Amount Due on or before May 1 st , 2025	Amount Due on or before June 1 st , 2025	Amount Due on or before July 1 st , 2025	Amount Due on or before August 1 st , 2025
\$3,994.48	\$3,994.48	\$3,994.48	\$3,994.48

Amount Due on or before September 1 st , 2025	Amount Due on or before October 1 st , 2025	Amount Due on or before November 1 st , 2025	Amount Due on or before December 1 st , 2025
\$3,994.48	\$3,994.48	\$3,994.48	\$3,994.48

Customer agrees to deliver above installment payments by check to Service Provider’s business address by the specified delivery dates as follows or by wire transfer:

Jeff Ellis Management, LLC.

Attention: Jonathan Hartman
PO Box 2160
Windermere, FL 34786
(800) 742-8720

EXHIBIT C

OPERATING CALENDAR

Service Provider agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule:

Operating Times

January 1 st – December 31 st , 2024	A certified maintenance technician will be on site 20 hours per week
---	--

January 1 st – December 31 st , 2025	A certified maintenance technician will be on site 20 hours per week
---	--

EXHIBIT D

POOL MAINTENANCE

Customer Obligations

Customer agrees to provide to Service Providers employees:

- a. Two sets of keys to access facility
- b. An onsite combination lockbox for key storage
- c. Proof of VGB compliance for all bodies of water
- d. Proper signage and marking to comply with state and local regulations
- e. Operations manuals for all pool and pool related equipment
- f. One automatic or manual pool cleaner for the facility per each two bodies of water
- g. COVID-19 Sanitation and Disinfecting Supplies

Customer agrees that all equipment listed below will be purchased by Service Provider and reimbursed by Customer during the operating season.

- A Shepard's crook and pole, ring buoy, commercial grade pool skimmer, leaf rake, pole and pool brush for each body of water.
- HAZCOM signage, SDS stations, PPE, and eyewashes for each pump room and chemical storage location

Customer agrees that all Equipment, Materials, or Chemicals related to or required to maintain any manual water quality testing, pump room operations, operation of chemical controllers, pool skimming, vacuuming, or general cleaning and maintenance will be an additional cost and billed by the Service Provider to the Customer

Scope of Services

Basic Pool Maintenance includes the following:

- Water quality testing and updating any required health department forms
- Inspection of chemical controller and/or chemical feed systems
- Inspection of chlorine tank and pumps. Order chlorine as needed
- Inspection of CO2 tanks and solenoids. Order CO2 as needed
- Adjusting chemicals as needed
- Inspection of pool filter and cleaning of filters if needed
- Inspection of flow rate for compliance with state and local regulations
- Inspection of pool equipment for proper function and operation
- Brushing, vacuuming and skimming the pool as needed
- Cleaning automatic pool vacuum filter as needed
- Basic cleaning and upkeep of the pool equipment
- Records of water quality testing will be available for client access through the JEM operations portal
- Any issues or concerns found by JEM staff will be brought to Carol Stream Park District's attention



SERVICES AGREEMENT

between

JEFF ELLIS MANAGEMENT, LLC

and

CAROL STREAM PARK DISTRICT

dated as of

September 28, 2023



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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of September 28th, 2023 (the "**Effective Date**"), is by and between **Jeff Ellis Management, LLC** a Florida limited liability company, with offices located at 500 Winderley Place; Maitland, FL 32751 (the "**Service Provider**") and **Carol Stream Park District** with offices located at 849 W. Lies Rd; Carol Stream, IL 60188 (the "**Customer**").

WHEREAS, Customer owns certain aquatic facilities and desires to retain Service Provider to provide certain aquatic facility management services upon the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS

"**Action**" has the meaning set forth in **Section 11.01**.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

"**Agreement**" has the meaning set forth in the preamble.

"**Change Order**" has the meaning set forth in **Section 5.02**.

"**Confidential Information**" means any information that is treated as confidential by a party, including, without limitation, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing. Confidential Information shall not include information that: (a) is already known to the Receiving Party without restriction on use or disclosure prior to receipt of such information from the Disclosing Party; (b) is or becomes generally known by the public other than by breach of this Agreement by, or other wrongful act of, the Receiving Party; (c) is developed by the Receiving Party independently of, and without reference to, any Confidential Information of the Disclosing Party; or (d) is received by the Receiving Party from a third party who is not under any obligation to the Disclosing Party to maintain the confidentiality of such information.

"**Customer**" has the meaning set forth in the preamble.

"**Customer Contract Manager**" has the meaning set forth in **Section 4.01(a)**

"Customer Equipment" means including but not limited to any equipment, facilities, water attractions, pools, filtration systems on Customer property and used directly or indirectly in the provision of the Services.

"Customer Materials" any documents, data, know-how, methodologies, manuals, and other materials provided to Service Provider by Customer.

"Deliverables" means if applicable, all documents, work product and other materials that are delivered to Customer hereunder or prepared by or on behalf of Service Provider in the course of performing the Services, including any items identified as such in the Statement of Work (such as "The Comprehensive Aquatic Risk Management Program" manual published by Jeff Ellis & Associates, Inc.).

"Disclosing Party" means a party that discloses Confidential Information under this Agreement.

"Force Majeure Event" has the meaning set forth in **Section 17.01**.

"Intellectual Property Rights" means all (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (d) trade secrets, know-how and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.

"Law" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

"Losses" mean all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"Permitted Subcontractor" has the meaning set forth in **Section 3.01(e)**.

"Person" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"Pre-Existing Materials" means the pre-existing materials specified in the Statement of Work, all documents, data, know-how, methodologies, manuals and other materials, provided by or used by Service Provider in connection with performing the Services, in each case developed or acquired by the Service Provider prior to the commencement or independently of this Agreement.

"**Receiving Party**" means a party that receives or acquires Confidential Information directly or indirectly under this Agreement.

"**Service Provider**" has the meaning set forth in the preamble.

"**Service Provider Contract Manager**" has the meaning set forth in **Section 3.01(a)**.

"**Service Provider Equipment**" means any equipment provided by or on behalf of Service Provider and used directly or indirectly in the provision of the Services.

"**Service Provider Personnel**" means all employees and Permitted Subcontractors, if any, engaged by Service Provider to perform the Services.

"**Services**" mean any services to be provided by Service Provider under this agreement, as described in more detail in the Statement of Work, and Service Provider's obligations under this Agreement.

"**Statement of Work**" means each Statement of Work entered into by the parties and attached to this Agreement, substantially in the form of Exhibit A.

"**Term**" has the meaning set forth in **Article VI**.

ARTICLE II SERVICES

Section 2.01 Service Provider shall provide the Services to Customer as described in more detail in each Statement of Work, attached hereto as Exhibit A and incorporated herein by reference, and in accordance with the terms and conditions of this Agreement. Additional Statements of Work may be entered into under this Agreement for additional services upon the mutual agreement of the parties.

Section 2.02 Each Statement of Work shall include the following information, if applicable:

- (a) a detailed description of the Services to be performed pursuant to the Statement of Work;
- (b) the date upon which the Services will commence and the term of such Statement of Work;
- (c) the names of the Service Provider Contract Manager;
- (d) the fees to be paid to Service Provider under the Statement of Work;
- (e) an operating schedule, if applicable; and
- (f) any other terms and conditions agreed upon by the parties in connection with the Services to be performed pursuant to such Statement of Work.

ARTICLE III
SERVICE PROVIDER'S OBLIGATIONS

Section 3.01 The Service Provider shall:

- (a) appoint: a Service Provider employee to serve as a primary contact with respect to this Agreement and who will have the authority to act on behalf of Service Provider in connection with matters pertaining to this Agreement (the "**Service Provider Contract Manager**"); and
- (b) maintain the same Service Provider Contract Manager throughout the Term of this Agreement except for changes in such personnel due to:
 - (i) Customer's request pursuant to **Section 3.01(c)**; or
 - (ii) the resignation or termination of such personnel or other circumstances outside of Service Provider's reasonable control;
- (c) upon the reasonable written request of Customer, promptly replace the Service Provider Contract Manager and any other Service Provider Personnel; before the date on which the Services are to start, obtain, and at all times during the Term of this Agreement maintain, all necessary licenses and consents and comply with all relevant Laws applicable to the provision of the Services;
- (d) comply with, and ensure that all Service Provider Personnel comply with, all rules, regulations and policies of Customer that are communicated to Service Provider in writing, including building security procedures, general health and safety practices and procedures, and the Customer's drug and alcohol policies; and
- (e) engage additional Persons needed to provide any Services to Customer (each such approved subcontractor or other third party, a "**Permitted Subcontractor**").

Section 3.02 Service Provider is responsible for all Service Provider Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits.

ARTICLE IV
CUSTOMER'S OBLIGATIONS

Section 4.01 Customer shall:

- (a) cooperate with Service Provider in all matters relating to the Services and appoint and, in its reasonable discretion, replace a Customer employee to serve as the primary contact with respect to this Agreement and who will have the authority to act on behalf of Customer with respect to matters pertaining to this Agreement (the "**Customer Contract Manager**");

(b) provide, subject to **Section 3.01(d)**, such access to Customer's premises, and such office accommodation and other facilities as may reasonably be requested by Service Provider and agreed with Customer in writing in advance, for the purposes of performing the Services;

(c) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of this Agreement;

(d) provide such information as Service Provider may request, in order to carry out the Services, in a timely manner, and ensure that it is complete and accurate in all material respects;

(e) ensure that all Customer Equipment is in good working order and suitable for the purposes for which it is used in relation to the Services and conforms to all relevant legal or industry standards or requirements obtain and maintain all necessary licenses and consents and comply with all applicable Law in relation to the Services, before the date on which the Services are to start;

(f) keep, maintain and insure the Service Provider Equipment in good condition, and shall not dispose of or use Service Provider Equipment other than in accordance with Service Provider's written instructions or authorization.

Section 4.02 If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Customer or its agents, subcontractors, consultants or employees outside of Service Provider's reasonable control, Service Provider shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges or losses sustained or incurred by Customer, in each case, to the extent arising directly or indirectly from such prevention or delay.

ARTICLE V CHANGE ORDERS

Section 5.01 If either party wishes to change the scope or performance of the Services, it shall submit details of the requested change to the other in writing. Service Provider shall, within a reasonable time after such request, provide a written estimate to Customer of:

- (a) the likely time required to implement the change;
- (b) any necessary variations to the fees and other charges for the Services arising from the change;
- (c) the likely effect of the change on the Services; and
- (d) any other impact the change might have on the performance of this Agreement.

Section 5.02 Promptly after receipt of the written estimate, the parties shall negotiate and agree in writing on the terms of such change (a "**Change Order**"). Neither party shall be bound by any Change Order unless mutually agreed upon in writing in accordance with **Section 18.10**.

ARTICLE VI TERM

This Agreement shall commence as of **May 25th, 2024** and shall continue **September 1st, 2025**, unless sooner terminated pursuant to **Article XIII**. Upon such termination, Customer shall pay all outstanding invoices for Services completed through the effective date of cancellation.

In addition to any remedies that may be provided under this Agreement, Service Provider may terminate this Agreement within ten (10) days upon written notice to Customer, if Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account.

ARTICLE VII FEES AND EXPENSES; PAYMENT TERMS

Section 7.01 In consideration of the provision of the Services by the Service Provider to Customer under this Agreement, Customer shall pay the fees set forth in Exhibit B. Payment to Service Provider of such fees and the reimbursement of expenses pursuant to this **Article VII**.

Section 7.02 Where the Services are provided on a time and materials basis:

(a) the fees payable for the Services shall be calculated in accordance with Service Provider's hourly fee rates for the Service Provider Personnel set forth in Exhibit B;

(b) Service Provider shall issue invoices to Customer monthly in arrears for its fees for time for the immediately preceding month, calculated as provided in this **Section 7.02**, together with a detailed breakdown of any expenses for such month incurred in accordance with **Section 7.04**.

Section 7.03 Where Services are provided for a fixed price, the total fees for the Services shall be the amount set out in the applicable Statement of Work. The total price shall be paid to Service Provider in installments, as set out in the Statement of Work. At the end of a period specified in the applicable Statement of Work in respect of which an installment is due, Service Provider shall issue invoices to Customer for the fees that are then payable, together with a detailed breakdown of any expenses incurred in accordance with **Section 7.04**.

Section 7.04 Customer agrees to reimburse Service Provider for all out-of-pocket expenses incurred by Service Provider in connection with the performance of the Services.

Section 7.05 The parties agree that after the Term for Services provided on a time and materials basis, Service Provider may increase its standard fee rates specified in the applicable Statement of Work upon written notice to Customer; *provided, that*:

(a) Service Provider provides Customer written notice of such increase at least ninety (90) days prior to the effective date of such increase;

- (b) such increases occur no more frequently than once per contract year of the Term;
- and
- (c) the amount of such increase shall not exceed five percent (5%).

Section 7.06 Service Provider shall issue invoices to Customer only in accordance with the terms of this Section, and Customer shall pay all properly invoiced amounts due to Service Provider on the 1st of each month or upon receipt of such invoice, except for any amounts disputed by Customer in good faith. All payments hereunder shall be in US dollars and made by check or wire transfer. Service Provider shall apply a 10% APR finance charge on all past due account balances. In the event Customer does not pay past due account balances within ten (10) days from the published written notice of a past due account, Service Provider may suspend or terminate services provided to Customer upon twenty-four hour advance written notice to Customer.

Section 7.07 In the event Customer has a reasonable dispute as to the time or expenses submitted or any portion of an invoice, Customer shall provide written notice of such dispute to Service Provider. The parties shall use reasonable efforts to quickly resolve any such disputes. If Service Provider disputes Customer's contention that appropriate grounds exist for withholding payments, it may suspend the performance of Services hereunder until settlement or resolution of the issue, without being in default of this Agreement.

Section 7.08 Customer shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity on any amounts payable by Customer hereunder; *provided, that*, in no event shall Customer pay or be responsible for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel or real or personal property or other assets.

Section 7.09 In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Exhibit B will increase by the same percentage of the increase of the minimum wage using the following formula: ((New Rate minus Old Rate) divided by the Old Rate).

Section 7.10 Commencing on the first anniversary of the Start Date “May 27, 2023”, the Service Charge shall automatically be increased annually, and on each anniversary of the Start Date thereafter, by the lesser of: (i) an amount which reflects any relative change in the U.S. Department of Labor Consumer Price Index for all urban consumers (CPI-U) plus one percent (1%) before seasonal adjustments (the “Index”) at the time the subject payment is due over the Index as it existed twelve months before the time the subject payment is due; or (ii) five percent (5%).

ARTICLE VIII
INTELLECTUAL PROPERTY RIGHTS; OWNERSHIP

Section 8.01 Service Provider and its licensors are, and shall remain, the sole and exclusive owners of all right, title and interest in and to the Pre-Existing Materials, including all Intellectual Property Rights therein. Service Provider hereby grants Customer a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with **Section 18.07**), non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables to the extent reasonably required in connection with Customer's receipt or use of the Services and Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by Service Provider.

Section 8.02 Customer and its licensors are, and shall remain, the sole and exclusive owner of all right, title and interest in and to the Customer Materials, including all Intellectual Property Rights therein. Service Provider shall have no right or license to use any Customer Materials except solely during the Term of the Agreement to the extent necessary to provide the Services to Customer. All other rights in and to the Client Materials are expressly reserved by Customer.

ARTICLE IX
CONFIDENTIAL INFORMATION

Section 9.01 The Receiving Party agrees:

(a) not to disclose or otherwise make available Confidential Information of the Disclosing Party to any third party without the prior written consent of the Disclosing Party; *provided, however*, that the Receiving Party may disclose the Confidential Information of the Disclosing Party to its and its Affiliates, and their officers, employees, consultants and legal advisors who have a "need to know", who have been apprised of this restriction and who are themselves bound by nondisclosure obligations at least as restrictive as those set forth in this **Article IX**;

(b) to use the Confidential Information of the Disclosing Party only for the purposes of performing its obligations under the Agreement or, in the case of Customer, to make use of the Services and Deliverables; and

(c) to immediately notify the Disclosing Party in the event it becomes aware of any loss or disclosure of any of the Confidential Information of Disclosing Party.

Section 9.02 If the Receiving Party becomes legally compelled to disclose any Confidential Information, the Receiving Party shall provide:

(a) prompt written notice of such requirement so that the Disclosing Party may seek, at its sole cost and expense, a protective order or other remedy; and

(b) reasonable assistance, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

If, after providing such notice and assistance as required herein, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose no more than that portion of the Confidential Information which, on the advice of the Receiving Party's legal counsel, the Receiving Party is legally required to disclose and, upon the Disclosing Party's request, shall use commercially reasonable efforts to obtain assurances from the applicable court or agency that such Confidential Information will be afforded confidential treatment.

Section 9.03 Nothing in this Agreement shall prevent either party from using any general methodologies or know-how contained in the unaided memory of such party's personnel or those of its Affiliates developed or disclosed under this Agreement, provided that in doing so it is not in breach of its obligations of confidentiality under this Section or using any Intellectual Property Rights of the other party or any of its Affiliates.

ARTICLE X REPRESENTATIONS AND WARRANTIES

Section 10.01 Each party represents and warrants to the other party that:

(a) it is duly organized, validly existing and in good standing as a corporation or other entity as represented herein under the laws and regulations of its jurisdiction of incorporation, organization or chartering;

(b) it has the full right, power and authority to enter into this Agreement, to grant the rights and licenses granted hereunder and to perform its obligations hereunder;

(c) the execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the party; and

(d) when executed and delivered by such party, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

Section 10.02 Service Provider represents and warrants to Customer that:

(a) it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement;

(b) it is in compliance with, and shall perform the Services in compliance with, all applicable Laws;

(c) the Services and Deliverables will be in conformity in all material respects with all requirements or specifications stated in this Agreement and the applicable Statement of Work. In the event of Service Provider's breach of the foregoing warranty, Service Provider's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) The Service Provider shall use reasonable efforts to cure such breach; *provided, that* if Service Provider cannot cure such breach within a reasonable time (but no more than 30 days) after Customer's written notice of such breach; Customer may, at its option, terminate the Agreement by serving written notice of termination in accordance with **Section 18.04**.

(ii) In the event the Agreement is terminated in accordance with this **Section 10.02(c)**, Service Provider shall within 30 days after the effective date of termination, refund to Customer any fees paid by the Customer as of the date of termination for such Service or Deliverable less a deduction equal to the fees for receipt or use of such Deliverables or Service up to and including the date of termination on a pro-rated basis.

(iii) The foregoing remedy shall not be available unless Customer provides written notice of such breach within 30 days after performance of such Service.

Section 10.03 EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT.

ARTICLE XI INDEMNIFICATION

Section 11.01 Service Provider shall defend, indemnify and hold harmless Customer and its officers, directors, employees, agents, successors and permitted assigns (each, a "**Customer Indemnity**") from and against all Losses awarded against a Customer Indemnity in a final judgment arising out of or resulting from any third party claim, suit, action or proceeding (each, an "**Action**") arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the willful, fraudulent or grossly negligent acts or omissions of Service Provider or Service Provider Personnel in the performance of the Services; and

(b) Service Provider's material breach of any representation, warranty or obligation of Service Provider set forth in this **Section 10.01** or **Section 10.02** of this Agreement.

Section 11.02 Customer shall defend, indemnify and hold harmless Service Provider and Service Provider's Affiliates and their officers, directors, employees, agents, successors and permitted assigns from and against all Losses awarded against Service Provider in a final judgment arising out of or resulting from any third party Action arising out of or resulting from:

(a) bodily injury, death of any person or damage to real or tangible, personal property resulting from the grossly negligent or willful acts or omissions of Customer; and

(b) Customer's material breach of any representation, warranty or obligation of Customer in this Agreement.

Section 11.03 The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of any Action and cooperate with the indemnifying party at the indemnifying party's sole cost and expense. The indemnifying party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying party's sole cost and expense. The indemnifying party shall not settle any Action in a manner that adversely affects the rights of the indemnified party without the indemnified party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified party's failure to perform any obligations under this **Section 11.03** shall not relieve the indemnifying party of its obligations under this **Section 11.03** except to the extent that the indemnifying party can demonstrate that it has been materially prejudiced as a result of such failure. The indemnified party may participate in and observe the proceedings at its own cost and expense.

ARTICLE XII LIMITATION OF LIABILITY

Section 12.01 EXCEPT AS OTHERWISE PROVIDED IN **Section 12.03**, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Section 12.02 Service Provider shall not be liable for the failure to perform its obligations under this agreement when such failure is caused by fire, explosion, water, Act of God, civil disturbance, sabotage, weather beyond the reasonable foreseeability of Service Provider, nor for personal property destroyed or damaged due to such cause. As well, Service Provider inability to perform its duties hereunder by reason of the closing of the pool due to the conditions, the failure of equipment, plumbing or piping or the violation of any law, regulation or ordinance by the Customer, which shall in no way be the responsibility or liability of Service Provider.

- a) Except in the event of willful conduct on the part of Service Provider, Service Provider shall not be held liable for any claims for loss of life, bodily injury, or damage to property arising from any incidents occurring at the Customer facility when Service Provider is not engaged in the performance of this agreement.

- b) Due to the swimming pool/spa repair and service work, Service Provider is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. Service Provider will use due diligence in troubleshooting and repair procedures; however, Customer acknowledges that working with older components may exacerbate problematic conditions. Service Provider will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- c) Service Provider warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by Service Provider for use in this repair or service is subject to the manufacturer's guarantee. Service Provider shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. Service Provider warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- d) Service Provider shall not be responsible for any damage to winter pool covers during storage (if applicable).
- e) Service provider is not responsible for any vandalism or freeze/that damage that occurs in the off season.
- f) Requests for any changes or additions to this agreement by Customer shall not be enforceable against Service Provider unless they are agreed upon in writing by both parties and signed by a representative of Service Provider, with authority to sign such change or modification. All charges for changes or additions shall be due and payable by Customer at the completion of the work.
- g) Before any work will commence or any materials ordered; a signed and approved credit card authorization form or a signed and approved aquatic maintenance proposal must be on file with Service Provider.
- h) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.
- i) Service Provider will not warranty any equipment or materials purchased by the Customer and will be installed and invoiced at a separate rate. Service Provider is not responsible for work performed by any other entity.

- j) Service Provider shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any events or happenings outside of the water
- k) Service Provider shall not be responsible for any incidents, damages arising, directly or indirectly from any events or happenings inside water features which are not proved to be the result of negligence of Service Provider.
- l) Service Provider shall not be responsible for any incidents, damages to persons or property consequential damages arising. Directly or indirectly from any events or happenings occurring due to equipment failure or breakdown of facility's structures such as pool tiles, pool ladders, etc.

Section 12.03 The exclusions and limitations in **Section 12.01** and **Section 12.02** shall not apply to:

- (a) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article VIII** (Intellectual Property Rights; Ownership);
- (b) damages or other liabilities arising out of or relating to a party's failure to comply with its obligations under **Article IX** (Confidentiality);
- (c) Customer's indemnification obligations under **Section 11.02** (Indemnification);
- (d) damages or other liabilities arising out of or relating to a party's gross negligence, willful misconduct or intentional acts;
- (e) death or bodily injury or damage to real or tangible personal property resulting from a party's negligent acts or omissions;
- (f) damages or liabilities to the extent covered by a party's insurance; and
- (g) a party's obligation to pay attorneys' fees and court costs in accordance with **Section 18.05**.

ARTICLE XIII TERMINATION; EFFECT OF TERMINATION

Section 13.01 Either party, in its sole discretion, may terminate this Agreement or any Statement of Work, in whole or in part, at any time without cause, by providing at least thirty (30) days' prior written notice to the other party.

Section 13.02 Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party:

- (a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach.

(b) (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Section 13.03 Upon expiration or termination of this Agreement for any reason:

(a) Service Provider shall (i) promptly deliver to Customer all Deliverables (whether complete or incomplete) for which Customer has paid, and all Customer Materials, (ii) promptly remove any Service Provider Equipment located at Customer's premises, (iii) provide reasonable cooperation and assistance to Customer upon Customer's written request and at Customer's expense in transitioning the Services to an alternate Service Provider, and (iv) on a pro rata basis, repay all fees and expenses paid in advance for any Services or Deliverables which have not been provided.

(b) Each party shall (i) return to the other party all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information, (ii) permanently erase all of the other party's Confidential Information from its computer systems and (iii) certify in writing to the other party that it has complied with the requirements of this clause.

(c) In no event shall Customer be liable for any Service Provider Personnel termination costs arising from the expiration or termination of this Agreement.

Section 13.04 The rights and obligations of the parties set forth in this **Section 13.04** and **Article I, Article VIII, Article IX, Article X, Article XII, Section 13.03, Article XIV, Article XV, and Article XVIII**, and any right or obligation of the parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

ARTICLE XIV INSURANCE

Section 14.01 At all times during the Term of this Agreement, Service Provider shall procure and maintain, at its sole cost and expense, at least the following types and amounts of insurance coverage:

(a) Commercial General Liability with limits no less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate, including bodily injury and property damage, which policy will include contractual liability coverage insuring the activities of Service Provider under this Agreement;

(b) Worker's Compensation with limits no less than the greater of (i) \$1,000,000 or (ii) the minimum amount required by applicable law; and

(c) Commercial Automobile Liability with limits no less than \$1,000,000 combined single limit.

Section 14.02 All insurance policies required pursuant to this **Article XIV** shall:

(a) be issued by insurance companies reasonably acceptable to Customer with a Best's Rating of no less than A-VII;

(b) provide that such insurance carriers give Customer at least 30 days' prior written notice of cancellation or non-renewal of policy coverage; *provided that*, prior to such cancellation, the Service Provider shall have new insurance policies in place that meet the requirements of this **Article XIV**;

(c) waive any right of subrogation of the insurers against the Customer or any of its Affiliates;

(d) provide that such insurance be primary insurance and any similar insurance in the name of and/or for the benefit of Customer shall be excess and non-contributory; and

(e) name Customer and Customer's Affiliates, including, in each case, all successors and permitted assigns, as additional insureds.

Section 14.03 Upon the written request of Customer, Service Provider shall provide Customer with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this **Article XIV**, and shall not do anything to invalidate such insurance. This **Article XIV** shall not be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a party hereto to indemnify, defend and hold the other harmless under this Agreement).

ARTICLE XV NON-SOLICITATION

Section 15.01 During the Term of this Agreement, any Statement of Work, and for a period of twelve (12) months thereafter, neither party shall, directly or indirectly, in any manner solicit or induce for employment any person who performed any work under this Agreement or such Statement of Work who is then in the employment of the other party. A general advertisement or notice of a job listing or opening or other similar general publication of a job search or availability to fill employment positions, including on the internet, shall not be construed as a solicitation or inducement for the purposes of this **Section 15.01**, and the hiring of any such employees or independent contractor who freely responds thereto shall not be a breach of this **Section 15.01**.

Section 15.02 If either Service Provider or Customer breaches **Section 15.01**, the breaching party shall, on demand, pay to the non-breaching party a sum equal to one year's basic salary or the annual fee that was payable by the claiming party to that employee, worker or independent contractor plus the recruitment costs incurred by the non-breaching party in replacing such person.

ARTICLE XVI NON-EXCLUSIVITY

The Service Provider retains the right to perform the same or similar type of services for third parties during the Term of this Agreement.

ARTICLE XVII FORCE MAJEURE

Section 17.01 No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the affected party's reasonable control, including, without limitation:

- (a) acts of God;
- (b) flood, fire or explosion;
- (c) war, invasion, riot or other civil unrest;
- (d) actions, embargoes or blockades in effect on or after the date of this Agreement;
- (e) national or regional emergency;
- (f) strikes, labor stoppages or slowdowns or other industrial disturbances;
- (g) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota or other restriction or prohibition, or failing to grant a necessary license or consent;
- (h) shortage of adequate power or telecommunications or transportation facilities; or
- (i) any other event which is beyond the reasonable control of such party

(each of the foregoing, a "**Force Majeure Event**"). A party whose performance is affected by a Force Majeure Event shall give notice to the other party, stating the period of time the occurrence is expected to continue and shall use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

Section 17.02 During the Force Majeure Event, the non-affected party may similarly suspend its performance obligations until such time as the affected party resumes performance.

Section 17.03 The non-affected party may terminate this Agreement or any affected Statement of Work if such failure or delay continues for a period of thirty (30) days or more and, if the non-affected party is Customer, receive a refund of any amounts paid to the Service Provider in advance for the affected Services. Unless this Agreement is terminated in accordance with this **Section 17.03**, the Term of this Agreement shall be automatically extended by a period equal to the period of suspension.

ARTICLE XVIII MISCELLANEOUS

Section 18.01 Each party shall, upon the reasonable request, and at the sole cost and expense, of the other party, promptly execute such documents and perform such acts as may be necessary to give full effect to the terms of this Agreement.

Section 18.02 The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

Section 18.03 Neither party shall issue or release any announcement, statement, press release or other publicity or marketing materials relating to this Agreement, or otherwise use the other party's trademarks, service marks, trade names, logos, symbols or brand names, in each case, without the prior written consent of the other party, which shall not be unreasonably withheld or delayed.

Section 18.04 All notices, requests, consents, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile (with confirmation of transmission) if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective parties at the addresses indicated below (or at such other address for a party as shall be specified in a notice given in accordance with this **Section 18.04**).

If to Service Provider:

Jeff Ellis Management, LLC
Attention: Jonathan Hartman
PO Box 2160
Windermere, FL 34786
Facsimile: 407-868-9657

If to Customer:

Carol Stream Park District
849 W. Lies Rd
Carol Stream, IL 60188

Section 18.05 For purposes of this Agreement, (a) the words "include," "includes" and "including" shall be deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole. Unless the context otherwise requires, references herein: (x) to Sections, Schedules, Exhibits and Statements of Work refer to the Sections of, and Schedules, Exhibits and Statements of Work attached to this Agreement; (y) to an agreement, instrument or other document means such agreement, instrument or other document as amended, supplemented and modified from time to time to the extent permitted by the provisions thereof and (z) to a statute means such statute as amended from time to time and includes any successor legislation thereto and any regulations promulgated thereunder. This Agreement shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The Schedules, Exhibits and Statements of Work referred to herein shall be construed with, and as an integral part of, this Agreement to the same extent as if they were set forth verbatim herein.

Section 18.06 This Agreement, together with all Schedules, Exhibits and Statements of Work and any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. In the event of any conflict between the terms and provisions of this Agreement and those of any Schedule, Exhibit or Statement of Work, the following order of precedence shall govern: (a) first, this Agreement, exclusive of its Exhibits and Schedules; (b) second, the applicable Statement of Work; and (c) third, any Exhibits and Schedules to this Agreement.

Section 18.07 Neither party may assign, transfer or delegate any or all of its rights or obligations under this Agreement, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed; *provided, that*, upon prior written notice to the other party, either party may assign the Agreement to an Affiliate of such party or to a successor of all or substantially all of the assets of such party through merger, reorganization, consolidation or acquisition. No assignment shall relieve the assigning party of any of its obligations hereunder. Any attempted assignment, transfer or other conveyance in violation of the foregoing shall be null and void. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

Section 18.08 This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.

Section 18.09 The headings in this Agreement are for reference only and shall not affect the interpretation of this Agreement.

Section 18.10 This Agreement may only be amended, modified or supplemented by an agreement in writing signed by each party hereto. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

Section 18.11 If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

Section 18.12 This Agreement shall be governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule (whether of the State of Illinois or any other jurisdiction) that would cause the application of Laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or the Services provided hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in the city of Illinois and County of DuPage, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

Section 18.13 Each party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.

Section 18.14 Each party acknowledges that a breach by a party of **Article VIII** (Intellectual Property Rights; Ownership) or **Article IX** (Confidentiality) may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

Section 18.15 In the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its actual attorneys' fees and court costs from the non-prevailing party.

Section 18.16 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SERVICE PROVIDER

JEFF ELLIS MANAGEMENT, LLC

By_____

Name: Jonathan Hartman
Title: VP of Finance/Business
Date:

CUSTOMER

Carol Stream Park District

By_____

Name:

Title:

Date:

EXHIBIT A

STATEMENT OF WORK: SERVICES AND DELIVERABLES

Scope

1. Service Provider agrees to provide Services and Deliverables to operate the aquatic facilities owned by the Customer at the following location(s):

Coral Cove Water Park
849 W. Lies Rd
Carol Stream, IL 60188

2. Service Provider will perform the following professional aquatic facility management services for the Customer's aquatic facilities identified above:

- a. Service Provider will basic maintenance services including cleaning, vacuuming, operation of filtration equipment, monitoring of water quality and all other items as identified in Appendix D.

3. Service Provider and Customer will adhere to the following regarding pool maintenance:

- a. Due to the swimming pool/spa repair and service work, JEM is not responsible for tangential component failures or unrelated problems that may occur subsequent to repair service calls. JEM will use due diligence in troubleshooting and repair procedures; however, Client acknowledges that working with older components may exacerbate problematic conditions. JEM will not be held responsible for any unforeseeable leaks or cracks in existing piping or plumbing.
- b. JEM warrants that all material used in completing the repair or work set forth in the agreement will be of conform to reasonably acceptable commercial standards for their application and the work will be in a competent and reasonably professional manner. Equipment, parts, or accessories purchased by JEM for use in this repair or service is subject to the manufacturer's guarantee. JEM shall not be held responsible for any damages, including any loss of business or other consequential damages, arising out of the failure of any product or material. JEM's warranty provided herein shall be limited to the original owner of the swimming pool/spa and is not transferable.
- c. JEM shall not be responsible for any damage to winter pool covers during storage.
- d. JEM shall not be responsible for any incidents, damages to persons or property or consequential damages arising, directly or indirectly from any chemical spills or exposure to harmful chemicals, caused by the failure or malfunction of any equipment, parts or accessories.

- e. **Water Level:** It is the customer's responsibility to maintain the water level. We cannot be responsible for any equipment damages or other issues that arise as the result of low water level in the pool.
- f. **Inclement Weather:** In the event of rain or freezing weather, we will perform a chemical and equipment check only on the pool, leaving out those items that require the use of a pole. No refunds will be given for such visits.
- g. **Service Problems:** If you are not completely satisfied with our service, please contact us immediately. We do not offer refunds or credits for problems that are brought to our attention at a later date, but we will make every effort to come out and correct any problems immediately when you bring such issues to our attention.
- h. **Heavy Leaf Fall:** During certain times of the year, due to leaf fall, it may be advisable for the customer to empty the skimmers and traps in between our visits. This will help to ensure that the equipment is not damaged due to lack of water flow.
- i. **Freezing Weather:** In the event of freezing weather, water circulation must be maintained continuously through the equipment to prevent freeze damage. It is also critically important during freezing weather to do whatever it takes to maintain the proper water level.
- j. **Extra Cleaning:** In the event the pool requires extra cleaning due to vandalism, poor drainage or other human factors, there will be an additional charge of \$95.00 per hour plus chemicals for this additional work.
- k. **Holidays:** We observe three holidays per year: Thanksgiving, Christmas and New Year's Day. If your normal visit falls on one of these days, the pool will not be cleaned, but on an alternate day, we will provide a chemical and equipment check. The charges will remain the same.

Operating Schedule

1. Service Provider shall operate said aquatic facility or facilities according to the terms set forth in the operating schedule submitted and mutually agreed upon by the Service Provider and Customer as described in Exhibit C.
2. Service Provider reserves the right to temporarily close said aquatic facility or facilities for sanitation or biohazard incidents, weather or chemical emergencies, when ambient air temperatures fall below sixty-seven degrees Fahrenheit (67 ° F), or when safety of guests is compromised. Service Provider agrees to notify Customer when temporarily aquatic facility closings occur and provide an explanation for said closing. Customer agrees to re-open said aquatic facility or facilities when said hazard is rectified or eliminated.

EXHIBIT B

SERVICE FEES- Coral Cove Maintenance Services

2024

Insurance	\$1,950.00
Complete pool maintenance labor and basic pool maintenance	\$27,662.20
Complete pool opening process	\$1,800.00
Complete pool closing process	Invoice Separately
All additional labor will be billed on a net 30 basis at \$95 per person per hour	Invoice Separately
Annual Consulting Agreement Total Cost	\$31,412.20

2025

Insurance	\$2,000.00
Complete pool maintenance labor and basic pool maintenance	\$28,745.08
Complete pool opening process	\$1,850.00
Complete pool closing process	Invoice Separately
All additional labor will be billed on a net 30 basis at \$95 per person per hour	Invoice Separately
Annual Consulting Agreement Total Cost	\$32,595.08

Payment Schedule

Amount Due on or before May 1 st , 2024	Amount Due on or before June 1 st , 2024	Amount Due on or before July 1 st , 2024	Amount Due on or before Aug 1 st , 2024
\$7,853.05	\$7,853.05	\$7,853.05	\$7,853.05
Amount Due on or before May 1 st , 2025	Amount Due on or before June 1 st , 2025	Amount Due on or before July 1 st , 2025	Amount Due on or before Aug 1 st , 2025
\$8,148.77	\$8,148.77	\$8,148.77	\$8,148.77

Customer agrees to deliver above installment payments by check to Service Provider’s business address by the specified delivery dates as follows or by wire transfer:

Jeff Ellis Management, LLC.

Attention: Jonathan Hartman

PO Box 2160; Windermere, FL 34786

EXHIBIT C

OPERATING CALENDAR

Service Provider agrees to operate and staff said aquatic facility or facilities pursuant to the terms specified by the following agreed upon operating schedule:

Operating Times

May 25 th – September 2 nd , 2024	A certified maintenance technician will be on site 6 hours a day, 7 days a week from 8:00 am to 2:00pm
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May 24 th – September 1 st , 2025	A certified maintenance technician will be on site 6 hours a day, 7 days a week from 8:00 am to 2:00pm
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The Service Provider adds 30 minutes prior to opening and 30 minutes after closing for a total of one additional hour per operating day to the above operating schedule to allow its employees to complete pre-opening and post-closing responsibilities. Accordingly, on additional labor hours is factored into daily operating schedule shown above.

EXHIBIT D

POOL MAINTENANCE

Customer Obligations

Customer agrees to provide to Service Providers employees:

- a. Two sets of keys to access facility
- b. An onsite combination lockbox for key storage
- c. Proof of VGB compliance for all bodies of water
- d. Proper signage and marking to comply with state and local regulations
- e. Operations manuals for all pool and pool related equipment
- f. One automatic or manual pool cleaner for the facility per each two bodies of water
- g. COVID-19 Sanitation and Disinfecting Supplies

Customer agrees that all equipment listed below will be purchased by Service Provider and reimbursed by Customer during the operating season.

- A Shepard's crook and pole, ring buoy, commercial grade pool skimmer, leaf rake, pole and pool brush for each body of water.
- HAZCOM signage, SDS stations, PPE, and eyewashes for each pump room and chemical storage location

Customer agrees that all Equipment, Materials, or Chemicals related to or required to maintain any manual water quality testing, pump room operations, operation of chemical controllers, pool skimming, vacuuming, or general cleaning and maintenance will be an additional cost and billed by the Service Provider to the Customer

Scope of Services

Basic Pool Maintenance includes the following:

- Water quality testing and updating any required health department forms
- Inspection of chemical controller and/or chemical feed systems
- Inspection of chlorine tank and pumps. Order chlorine as needed
- Inspection of C02 tanks and solenoids. Order C02 as needed
- Adjusting chemicals as needed
- Inspection of pool filter and cleaning of filters if needed
- Inspection of flow rate for compliance with state and local regulations
- Inspection of pool equipment for proper function and operation
- Inspection of water slides daily before opening
- Power wash spray features to prevent algae growth
- Brushing, vacuuming and skimming the pool as needed
- Cleaning automatic pool vacuum filter as needed
- Basic cleaning and upkeep of the pool equipment

- Records of water quality testing will be available for client access through the JEM operations portal
- Any issues or concerns found by JEM staff will be brought to Carol Stream Park District's attention

Pool Opening includes the following:

- Draining water out of the pool
- Removal of debris into available facility disposal
- Power washing pool
- Acid washing, if needed
- Inspection/installation of pool lights
- Installation of all water features
- Began to fill pool
 - Facility is responsible to stop filling and to notify JEM when pool is filled
 - JEM can monitor the pool for additional cost
- Inspection of pool pumps, heaters, and filters
- Turning on and test of all inspected equipment
- Chemical treatment of water via existing chemical delivery system