



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

December 12, 2022

6:00pm

- 1. Call To Order**
- 2. Roll Call – Pledge of Allegiance**
- 3. Public Hearing – Tax Levy Ordinance**
 - A. Call to Order the Public Hearing
 - B. Ordinance No. 563, 2022 Tax Levy Ordinance
 - C. Adjournment of Public Hearing
- 4. Listening Post**
- 5. Changes or Additions to the Agenda**
- 6. 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: Regular Minutes: November 14, 2022
 - B. Approval: Finance Committee Minutes: December 5, 2022
 - C. Ratify: November 2022 Bills
 - D. Approval: Ordinance No. 564 Park District Surplus
- 7. Discussion Items**
 - A. Weekly Happenings (oral)
- 8. Action Items**
 - A. Approval: Ordinance No. 563 Levying and Assessing Taxes for the Year 2022
 - B. Approval: Lifeguard Services Addendum January 2023 Jeff Ellis Management, LLC
 - C. Approval: Aquatic Facility Maintenance Contracts
 - D. Approval: Monarch Butterfly Project Resolution No. 22-05
- 9. Closed Session**
 - A. Section 2(c)(21) Biannual Review of Closed Session Minutes
- 10. Action Pertaining to Closed Session**
- 11. Adjournment**



Board of Commissioners
Regular Meeting
November 14, 2022
6:00pm

Call to Order	Commissioner Powers called the meeting to order at 6:00 pm.								
Roll Call/Pledge of Allegiance	<p>Present: Commissioners Jeffery, Sokolowski, Powers, Bird, and Gramann. Commissioners DelPreto and Jaszka were absent.</p> <p>Staff: Executive Director Reuter, Deputy Director Rini, Directors Bachewicz and Hamilton, Superintendent Scumaci and Executive Assistant Greninger.</p>								
Listening Post	<p>A. Jaclyn Eidukas Introduction Director Bachewicz introduced new Supervisor of Parties, Rentals and Events. She has been with us since October 3 and had a successful Trick or Treat Trail family event at Red Hawk Park.</p> <p>B. IAPD Award Commissioner Gramann presented Commissioner Powers with an award recognizing 15 years of service on the Board.</p> <p>C. Carol Stream Parks Foundation Update Mike Ashbury from the Foundation said they are planning a Chick-fil-A fundraiser. Details will be available soon. He also noted there is a vacancy on the Foundation Board and most likely more after the beginning of the year. Commissioner Sokolowski suggested we promote it on our website.</p>								
Changes to the Agenda	Executive Director Reuter advised the Board there is no needed for the Closed Session.								
Consent Agenda	<p>Commissioner Jeffery made a motion to accept the consent agenda as read. Seconded by Commissioner Bird.</p> <p>A. Approval: Regular Minutes: October 24, 2022</p> <p>B. Ratify: October 2022 Bills</p> <p>Voice Vote. All in favor. Motion Passes.</p> <p>Commissioner Gramann made a motion to approve the consent agenda as read. Seconded by Commissioner Bird.</p> <p>Roll Call Vote:</p> <table border="0"> <tr> <td>Commissioner DelPreto: Absent</td> <td>Commissioner Gramann: Aye</td> </tr> <tr> <td>Commissioner Jaszka: Absent</td> <td>Commissioner Powers: Aye</td> </tr> <tr> <td>Commissioner Jeffery: Aye</td> <td>Commissioner Sokolowski: Aye</td> </tr> <tr> <td>Commissioner Bird: Aye</td> <td></td> </tr> </table> <p>Motion Passes 5-0-2</p>	Commissioner DelPreto: Absent	Commissioner Gramann: Aye	Commissioner Jaszka: Absent	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner DelPreto: Absent	Commissioner Gramann: Aye								
Commissioner Jaszka: Absent	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									
Discussion Items	A. Capital Improvement Plan – Quarterly Review								

	<p>Executive Director Reuter summarized the Capital Improvement Plan, noting it is a fluid document that constantly changes based on price increases, changing priorities and the availability of grant money. Staff meets regularly to review and update.</p> <p>Commissioner Sokolowski asked about the status of Community Park. Executive Director Reuter announced we have completed the eight-step environmental process but we are still waiting for DuPage County to send us the agreement. We worked with the Village to establish a plan for the storm water to run off onto their property.</p> <p>Commissioner Jeffery asked about the budget for Walter Park. Deputy Director Rini explained we submitted an OSLAD grant application for the \$800,000 project. The grant would cover \$400,000 of the planned improvements. Almost \$200,000 will be paid for with Special Recreation Funds. If we do not get the grant, the project may be delayed and improvements cut down for a total budget of \$400,000.</p> <p>Commissioner Gramann asked if we are still in agreement about not putting turf in every playground project. Director Hamilton said yes.</p> <p>Commissioner Bird asked about the Coral Cove Water Park project. Director Hamilton said the contractor is making good progress. We have submitted several change orders, including some extra cement work.</p> <p>Commissioner Powers asked about the \$400,000 Special Recreation funds compared to the \$1,000,000 budget using those funds. Executive Director Reuter said we spread out the projects to only use the money available at the time. Superintendent Scumaci monitors fund balances. Deputy Director Rini added we have to prioritize the projects.</p> <p>Commissioner Powers asked about the projects budgeted for McCaslin. Executive Director Reuter said the turf needs to be replaced next year, but we are awaiting word on a DuPage County Tourism grant. If we receive the grant, we will also be able to irrigate the outfield. We have also budgeted for a storage structure and we will work on leveling the cricket field next year.</p> <p>C. Weekly Happenings (oral)</p> <ul style="list-style-type: none"> • Commissioner Jeffery organizes a volunteer effort for the residents of Colony Park. People may donate gift cards (up to \$25) and this year they have accomplished the goal for every single resident to receive gifts. It is a very worthwhile cause and sometimes pen pals are established between the recipients and donors. Executive Director Reuter will share the information with staff. • Commissioner Gramann complimented Executive Director Reuter for his work with the Purple Martin Colony.
Action Items	<p>Approval Resolution 22-04 Estimation of Funds Estimated to be raised by Taxation for the Year 2022</p> <p>This topic was discussed at the last Board meeting. Deputy Director Rini reviewed the rationale.</p>



	<p>Commissioner Gramann made a motion to approve Resolution 22-04 determining funds estimated to be raised by taxation for the year 2022, in order to comply with the truth in taxation requirements. Seconded by Commissioner Bird.</p> <p>Roll Call Vote:</p> <table><tr><td>Commissioner DelPreto: Absent</td><td>Commissioner Gramann: Aye</td></tr><tr><td>Commissioner Jaszka: Absent</td><td>Commissioner Powers: Aye</td></tr><tr><td>Commissioner Jeffery: Aye</td><td>Commissioner Sokolowski: Aye</td></tr><tr><td>Commissioner Bird: Aye</td><td></td></tr></table> <p>Motion Passes 5-0-2</p>	Commissioner DelPreto: Absent	Commissioner Gramann: Aye	Commissioner Jaszka: Absent	Commissioner Powers: Aye	Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye	Commissioner Bird: Aye	
Commissioner DelPreto: Absent	Commissioner Gramann: Aye								
Commissioner Jaszka: Absent	Commissioner Powers: Aye								
Commissioner Jeffery: Aye	Commissioner Sokolowski: Aye								
Commissioner Bird: Aye									
Closed Session	None								
Action Pertaining to Closed Session	None								
Adjournment	Commissioner Jeffery made a motion to adjourn the meeting. Seconded by Commissioner Sokolowski. Voice Vote taken. Motion passed 5-0-2. Meeting adjourned at 6:45pm.								

President
Tim Powers

Secretary
Jim Reuter

December 12, 2022
Date



Finance Committee Meeting Minutes

December 5, 2022

6:00 –7:28 pm

Present: Commissioners Jaszka, Jeffery, Sokolowski, Powers, Bird and Gramann. Commissioner DelPreto arrived at 6:31.
Staff: Executive Director Reuter, Deputy Director Rini, Director Bachewicz and Hamilton, Superintendent Scumaci and Executive Assistant Greninger

Topic: **Presentation of the Proposed 2023 Budget**

Deputy Director Rini presented a balanced budget for fiscal year 2023. She explained that she would be providing an overview of the proposed budget and highlight key areas. She also pointed out that there were several items she would be touching on in the presentation that will require the Board's formal approval during the January 9, 2023 meeting. Those items include the 2023 Proposed Budget, the Budget and Appropriation Ordinance, the 2023 Organizational Chart and 2023 Full-Time and Part-Time Wage Scales.

Deputy Director Rini explained that before each Board Member, she had placed copies of questions and responses submitted by Commissioners Sokolowski, Powers, and Jaszka.

The proposed budget builds off another year of financial recovery during 2022. Board was encouraged to ask questions and make comments as Rini presented the budget.

The Operational Repair and Replacement funds have played a big part in the District's ability to improve programming and customer experience. Commissioner Jeffery commented that improving those features really does improve the customer experience, especially with costs rising. It's important to show participants that they are getting improvements for the increased program cost.

Commissioner Powers asked how the Recreation department submits capital expenditure requests. Rini described the annual budget request process that starts in September, going through several layers of approvals before being added to the budget.

Commissioner Sokolowski asked about the budget for geothermal expenses. Director Hamilton said we have replaced one module but our consultant does not see an urgency in replacing any more at this time. Commissioner Jaszka asked if there is enough money budgeted to continue to address this concern. Rini said if a major repair is required, we would shift capital funding to accommodate it.

Commissioner Gramann strongly agrees with steps we are taking to improve staff retention and being recognized as the employer of choice. Commissioner Sokolowski asked if we are still having trouble filling positions. Director Bachewicz replied that we are definitely seeing an increase in applications. There was a strong response to the Recreation positions.

Commissioner Bird asked what the first step will be to begin the Community Needs Assessment. Executive Director Reuter said we have used several different methods in the past, but may consider doing it in house next year; there will definitely be an electronic survey component. Commissioner Jaszka agreed that resident's input should be considered in everything we do.

Organizational and department goals were reviewed. Commissioner Gramann agreed with all the goals but asked if they are used to prepare the budget. Deputy Director Rini said they are and that staff utilize the strategic plan for guidance in setting goals; they include emerging trends, and agency needs. Gramann suggested the Board should begin discussing organizational goals (which relate to the Executive Director's goals) earlier in the year so that funding can be included in the budget if necessary; she suggested August. Commissioner Bird said we should start discussing them in July but wants to make sure the goals are valid 12-18 months down the road.

Commissioner Jaszka asked what we are planning to do to promote the Coral Cove improvements next year. With many of the improvements being behind the scenes, the community should know we extended the life of the facility. Deputy Director Rini said we are planning a special blog page on the website to share the improvements and build enthusiasm on the pool improvements.

Commissioner Gramann asked if we budgeted for the 10-year anniversary of Fountain View Recreation Center; we have.

Deputy Director Rini concluded with budgeted ending fund balances. By 2023, most funds will be at their target, or be within a year or two from that goal. We consider this good progress following the Pandemic. Once targets are met in all funds, staff will present options for shifting surplus funds to the capital improvement fund to support those projects and in turn reduce the need to issue debt in order to make improvements.

There being no further business to discuss, the committee meeting was adjourned at 7:28 pm.

Respectfully submitted by:

Sue Rini
Deputy Director

Motion:

Make a motion to ratify bills as presented in the Accounts Payable Voucher List for November 2022.


(Treasurer)

December 6, 2022
(Date)

Carol Stream Park District
Accounts Payable Voucher List
November 2022

Presented to the
Board of Commissioners
December 12, 2022

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-000020	ALL STAR SPORTS	22-44106	INV	226009	9/30/22	11/04/22	N	3,623.00	3,623.00-	106528	11/04/22	0.00
					** TOTALS **			3,623.00	3,623.00-			0.00
01-000032	AQUA PURE ENTERPRISES	22-44157	INV	0142902-IN	10/21/22	11/10/22	N	904.15	904.15-	106570	11/10/22	0.00
		22-44215	INV	0143197-IN	11/17/22	11/23/22	N	947.43	947.43-	106634	11/23/22	0.00
					** TOTALS **			1,851.58	1,851.58-			0.00
01-000044	PDRMA	22-43003	INV	1022070	10/31/22	11/04/22	N	9,568.01	9,568.01-	001085	11/04/22	0.00
					** TOTALS **			9,568.01	9,568.01-			0.00
01-000049	FLEXIBLE BENEFIT SRV CRP	22-43089	INV	156055562748	11/10/22	11/23/22	N	50.00	50.00-	001099	11/23/22	0.00
		22-44162	INV	Flex Claims 10/22	11/01/22	11/04/22	N	292.78	292.78-	001082	11/04/22	0.00
					** TOTALS **			342.78	342.78-			0.00
01-000078	BENJAMIN SCHOOL DIST. 25	22-42946	INV	IGA 11/22	11/01/22	11/10/22	N	795.00	795.00-	106575	11/10/22	0.00
					** TOTALS **			795.00	795.00-			0.00
01-000154	ACTIVE NETWORK, LLC	22-44222	INV	CB2022SEP0109	11/01/22	11/23/22	N	42.00	42.00-	106632	11/23/22	0.00
					** TOTALS **			42.00	42.00-			0.00
01-000169	CONSERV FS, INC.	22-44118	INV	6419133	10/12/22	11/04/22	N	92.50	92.50-	106533	11/04/22	0.00
		22-44135	INV	6419177	10/13/22	11/04/22	N	5,750.00	5,750.00-	106533	11/04/22	0.00
		22-44191	INV	6419565	10/31/22	11/23/22	N	3,384.20	3,384.20-	106643	11/23/22	0.00
					** TOTALS **			9,226.70	9,226.70-			0.00
01-000202	DIRECT FITNESS SOLUTIONS L	22-44209	INV	0576996-IN	11/14/22	11/23/22	N	152.50	152.50-	106645	11/23/22	0.00
		22-44208	INV	0577337-IN	11/15/22	11/23/22	N	137.58	137.58-	106645	11/23/22	0.00
					** TOTALS **			290.08	290.08-			0.00
01-000243	JEFF ELLIS MANAGEMENT, LLC	22-43261	INV	2010824	11/01/22	11/04/22	Y	3,454.08	3,454.08-	001083	11/04/22	0.00
		22-43556	INV	2010941	11/01/22	11/04/22	Y	30,995.34	30,995.34-	001083	11/04/22	0.00
		22-44219	INV	2011077	10/20/22	11/23/22	Y	378.69	378.69-	106652	11/23/22	0.00
		22-44205	INV	2011091	10/31/22	11/23/22	Y	1,100.00	1,100.00-	106652	11/23/22	0.00
		22-44205	INV	2011101	11/10/22	11/23/22	Y	275.00	275.00-	106652	11/23/22	0.00
					** TOTALS **			36,203.11	36,203.11-			0.00
01-000245	EXAMINER PUBLICATIONS, INC	22-44193	INV	57141	11/09/22	11/23/22	N	45.00	45.00-	106648	11/23/22	0.00
					** TOTALS **			45.00	45.00-			0.00

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-000370	CITI CARDS											
		22-44043	INV	287345798	9/26/22	11/10/22	N	656.18	656.18-	001089	11/10/22	0.00
		22-44072	INV	287445593	10/10/22	11/10/22	N	403.74	403.74-	001089	11/10/22	0.00
					** TOTALS **			1,059.92	1,059.92-			0.00
01-000536	NAMEPLATE & PANEL TECH											
		22-44121	INV	280624	10/18/22	11/04/22	N	38.50	38.50-	106545	11/04/22	0.00
					** TOTALS **			38.50	38.50-			0.00
01-000587	PEERLESS FENCE											
		22-43873	INV	112829	11/18/22	11/30/22	N	23,750.00	23,750.00-	106664	11/30/22	0.00
					** TOTALS **			23,750.00	23,750.00-			0.00
01-000635	RENTAL MAX LLC											
		22-44192	INV	564412.8	11/02/22	11/23/22	N	380.35	380.35-	106659	11/23/22	0.00
					** TOTALS **			380.35	380.35-			0.00
01-000709	SPECIALTY FLOORS, INC											
		22-44153	INV	4512	8/24/22	11/04/22	N	2,262.00	2,262.00-	106548	11/04/22	0.00
					** TOTALS **			2,262.00	2,262.00-			0.00
01-000711	SPRING-GREEN LAWN CARE											
		22-44122	INV	7190479,0661,0696	9/26/22	11/04/22	N	2,088.45	2,088.45-	106549	11/04/22	0.00
		22-44174	INV	72445550	10/11/22	11/10/22	N	1,166.55	1,166.55-	106593	11/10/22	0.00
		22-44174	INV	7245528	10/11/22	11/10/22	N	784.35	784.35-	106593	11/10/22	0.00
					** TOTALS **			4,039.35	4,039.35-			0.00
01-000758	TUMBLING TIMES INC.											
		22-44176	INV	NOV MEET FEES	11/07/22	11/10/22	N	400.00	400.00-	106594	11/10/22	0.00
					** TOTALS **			400.00	400.00-			0.00
01-000789	VILLAGE OF CAROL STREAM											
		22-44161	INV	Dog License 10/22	11/01/22	11/04/22	N	15.00	15.00-	106551	11/04/22	0.00
					** TOTALS **			15.00	15.00-			0.00
01-000790	VILLAGE OF CAROL STREAM											
		22-44131	INV	01931350	10/31/22	11/18/22	N	52.33	52.33-	001093	11/18/22	0.00
		22-44131	INV	01932166	10/31/22	11/18/22	N	145.96	145.96-	001093	11/18/22	0.00
		22-44131	INV	01932167	10/31/22	11/18/22	N	564.12	564.12-	001093	11/18/22	0.00
		22-44131	INV	01935202	10/31/22	11/18/22	N	30.54	30.54-	001093	11/18/22	0.00
		22-44131	INV	01936594	10/31/22	11/18/22	N	24.33	24.33-	001093	11/18/22	0.00
		22-44131	INV	01936712	10/31/22	11/18/22	N	215.67	215.67-	001093	11/18/22	0.00
		22-44131	INV	01936749	10/31/22	11/18/22	N	1,637.60	1,637.60-	001093	11/18/22	0.00
		22-44131	INV	01936761	10/31/22	11/18/22	N	6.34	6.34-	001093	11/18/22	0.00
		22-44131	INV	01936781	10/31/22	11/18/22	N	26.91	26.91-	001093	11/18/22	0.00
		22-44131	INV	01936785	10/31/22	11/18/22	N	3.36	3.36-	001093	11/18/22	0.00
		22-44131	INV	01936901	10/31/22	11/18/22	N	93.46	93.46-	001093	11/18/22	0.00
					** TOTALS **			2,800.62	2,800.62-			0.00

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

01-000831	WINFIELD PARK DISTRICT											
	22-44124	INV	HT101722	10/24/22	11/04/22	N	147.00	147.00-	106553	11/04/22		0.00
	22-44202	INV	TAl11422	11/15/22	11/23/22	N	168.00	168.00-	106663	11/23/22		0.00
				** TOTALS **			315.00	315.00-				0.00
01-000874	LANDSCAPE MATERIAL											
	22-44120	INV	3000674132	10/11/22	11/04/22	N	73.00	73.00-	106540	11/04/22		0.00
	22-44120	INV	3000674171	10/12/22	11/04/22	N	518.18	518.18-	106540	11/04/22		0.00
	22-44136	INV	3000674248	10/15/22	11/04/22	N	292.00	292.00-	106540	11/04/22		0.00
	22-44169	INV	3000674396	10/25/22	11/18/22	N	168.25	168.25-	106602	11/18/22		0.00
				** TOTALS **			1,051.43	1,051.43-				0.00
01-000986	JOE COTTON FORD INC.											
	22-44119	INV	42603	10/13/22	11/04/22	N	1,218.52	1,218.52-	106539	11/04/22		0.00
				** TOTALS **			1,218.52	1,218.52-				0.00
01-001009	AT&T											
	22-44227	INV	0418741709	11/23/22	11/23/22	N	2,831.34	2,831.34-	106635	11/23/22		0.00
	22-44226	INV	4409371707	11/23/22	11/23/22	N	1,823.63	1,823.63-	106636	11/23/22		0.00
	22-44229	INV	5758533709	11/23/22	11/23/22	N	2,432.14	2,432.14-	106637	11/23/22		0.00
	22-44228	INV	6179492706	11/23/22	11/23/22	N	2,432.14	2,432.14-	106638	11/23/22		0.00
				** TOTALS **			9,519.25	9,519.25-				0.00
01-001021	METRA											
	22-44201	INV	12/4 TRIPS	11/15/22	11/18/22	N	1,049.86	1,049.86-	106606	11/18/22		0.00
				** TOTALS **			1,049.86	1,049.86-				0.00
01-001085	ILL DEPT OF REVENUE											
	22-44177	INV	ST-1 OCTOBER 22	11/01/22	11/18/22	N	1,366.00	1,366.00-	001090	11/18/22		0.00
				** TOTALS **			1,366.00	1,366.00-				0.00
01-001165	GOLD MEDAL											
	22-44155	INV	393343	8/17/22	11/04/22	N	554.45	554.45-	106536	11/04/22		0.00
				** TOTALS **			554.45	554.45-				0.00
01-001252	LOWE'S											
	22-44220	INV	901103-10/12/22	10/12/22	11/23/22	N	64.79	64.79-	001100	11/23/22		0.00
	22-44220	INV	901177-10/13/22	10/13/22	11/23/22	N	3.51	3.51-	001100	11/23/22		0.00
	22-44220	INV	901185-10/13/22	10/13/22	11/23/22	N	328.69	328.69-	001100	11/23/22		0.00
	22-44220	INV	901203-10/5/22	10/05/22	11/23/22	N	36.99	36.99-	001100	11/23/22		0.00
	22-44220	INV	901204-10/5/22	10/05/22	11/23/22	N	52.24	52.24-	001100	11/23/22		0.00
	22-44220	INV	901355-10/6/22	10/06/22	11/23/22	N	8.35	8.35-	001100	11/23/22		0.00
	22-44220	INV	901512-10/25/22	10/25/22	11/23/22	N	17.29	17.29-	001100	11/23/22		0.00
	22-44220	INV	901735-10/18/22	10/18/22	11/23/22	N	31.32	31.32-	001100	11/23/22		0.00
	22-44220	INV	901947-10/20/22	10/20/22	11/23/22	N	57.51	57.51-	001100	11/23/22		0.00
	22-44220	INV	901981-10/11/22	10/11/22	11/23/22	N	14.24	14.24-	001100	11/23/22		0.00
				** TOTALS **			614.93	614.93-				0.00
01-001268	JAMES JAY BITTER											

VENDOR	----- VENDOR NAME -----	PO	TYPE INV NO#	INV DT	POST DT 1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-001268	JAMES JAY BITTER		** CONTINUED **							
			INV OFFICIAL 10/24-29	10/29/22	11/10/22 Y	390.00	390.00-	106577	11/10/22	0.00
			INV OFFICIAL 11/14	11/14/22	11/23/22 Y	120.00	120.00-	106640	11/23/22	0.00
			INV OFFICIAL 11/4	11/04/22	11/10/22 Y	120.00	120.00-	106577	11/10/22	0.00
			INV OFFICIAL 11/7	11/07/22	11/10/22 Y	120.00	120.00-	106577	11/10/22	0.00
			** TOTALS **			750.00	750.00-			0.00
01-001270	PAUL M. O'CONNELL									
			INV OFFICIAL 10/24	10/24/22	11/10/22 Y	90.00	90.00-	106588	11/10/22	0.00
			INV OFFICIAL 11/14	11/14/22	11/23/22 Y	90.00	90.00-	106654	11/23/22	0.00
			INV OFFICIAL 11/7	11/07/22	11/10/22 Y	90.00	90.00-	106588	11/10/22	0.00
			** TOTALS **			270.00	270.00-			0.00
01-001477	THE W-T GROUP, LLC									
	22-42873	INV	A2200010-05	11/03/22	11/18/22 Y	1,500.00	1,500.00-	106610	11/18/22	0.00
			** TOTALS **			1,500.00	1,500.00-			0.00
01-001678	CAROL STREAM LAWN & POWER									
	22-44117	INV	489800	10/12/22	11/04/22 N	16.94	16.94-	106530	11/04/22	0.00
	22-44190	INV	491039	11/07/22	11/23/22 N	105.62	105.62-	106642	11/23/22	0.00
	22-44190	INV	491041	11/07/22	11/23/22 N	475.75	475.75-	106642	11/23/22	0.00
			** TOTALS **			598.31	598.31-			0.00
01-001824	PROTECH SECURITY GROUP INC									
	22-43969	INV	CS PARK0902-22	9/02/22	9/23/22 N	650.00	650.00-	106658	11/23/22	0.00
			** TOTALS **			650.00	650.00-			0.00
01-001918	PIT STOP									
	22-43468	INV	PS489957	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489958	10/20/22	11/10/22 Y	235.00	235.00-	106589	11/10/22	0.00
	22-43468	INV	PS489959	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489960	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489961	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489962	10/20/22	11/10/22 Y	280.00	280.00-	106589	11/10/22	0.00
	22-43468	INV	PS489963	10/20/22	11/10/22 Y	280.00	280.00-	106589	11/10/22	0.00
	22-43468	INV	PS489964	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489965	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489966	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489967	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489968	10/20/22	11/10/22 Y	280.00	280.00-	106589	11/10/22	0.00
	22-43468	INV	PS489969	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS489970	10/20/22	11/10/22 Y	160.00	160.00-	106589	11/10/22	0.00
	22-43468	INV	PS496332	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00
	22-43468	INV	PS496333	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00
	22-43468	INV	PS496334	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00
	22-43468	INV	PS496335	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00
	22-43468	INV	PS496336	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00
	22-43468	INV	PS496337	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00
	22-43468	INV	PS496338	11/17/22	11/23/22 Y	68.58	68.58-	106656	11/23/22	0.00

VENDOR	VENDOR NAME											
	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	BALANCE	
01-001918	PIT STOP			** CONTINUED **								
	22-43468	INV	PS496339	11/17/22	11/23/22	Y	68.58	68.58-	106656	11/23/22	0.00	
	22-43468	INV	PS496340	11/17/22	11/23/22	Y	68.58	68.58-	106656	11/23/22	0.00	
	22-43468	INV	PS496341	11/17/22	11/23/22	Y	68.58	68.58-	106656	11/23/22	0.00	
	22-43468	INV	PS496342	11/17/22	11/23/22	Y	68.58	68.58-	106656	11/23/22	0.00	
	22-43468	INV	PS496343	11/17/22	11/23/22	Y	68.58	68.58-	106656	11/23/22	0.00	
	22-43468	INV	PS496344	11/17/22	11/23/22	Y	68.58	68.58-	106656	11/23/22	0.00	
	22-43468	INV	PS496345	11/17/22	11/23/22	Y	45.71	45.71-	106656	11/23/22	0.00	
				** TOTALS **			3,612.25	3,612.25-			0.00	
01-002468	RESERVE ACCOUNT											
	22-44207	INV	PBP#14526545	11/17	11/17/22	11/18/22	N	800.00	800.00-	001101	11/23/22	0.00
				** TOTALS **			800.00	800.00-			0.00	
01-002685	NICK CIKESH											
	22-44147	INV	HALLOWEEN HAVOC	10/31/22	11/04/22	N	575.00	575.00-	106532	11/04/22	0.00	
				** TOTALS **			575.00	575.00-			0.00	
01-002689	ACCESS ONE INC.											
	22-43777	INV	5555034	11/01/22	11/23/22	N	1,192.70	1,192.70-	001098	11/23/22	0.00	
				** TOTALS **			1,192.70	1,192.70-			0.00	
01-002715	YUNG TRAN											
	22-44197	INV	2022 REC CHAMPS	11/14/22	11/18/22	N	495.00	495.00-	106609	11/18/22	0.00	
				** TOTALS **			495.00	495.00-			0.00	
01-002785	NAPA AUTO PARTS											
	22-44137	INV	5736-670856	10/21/22	11/04/22	N	183.98	183.98-	001084	11/04/22	0.00	
				** TOTALS **			183.98	183.98-			0.00	
01-002977	OVERDOORS OF ILLINOIS, INC											
	22-44213	INV	26622	10/06/22	11/23/22	N	302.00	302.00-	106655	11/23/22	0.00	
				** TOTALS **			302.00	302.00-			0.00	
01-003135	THE FUN ONES INC.											
	22-44156	INV	11/19 FAMILY NIGHT	11/01/22	11/04/22	N	318.00	318.00-	106534	11/04/22	0.00	
				** TOTALS **			318.00	318.00-			0.00	
01-003211	UNIVAR USA INC.											
	22-44178	INV	50638793	10/14/22	11/23/22	N	1,026.89	1,026.89-	106661	11/23/22	0.00	
	22-44216	INV	50714895	11/15/22	11/23/22	N	917.84	917.84-	106661	11/23/22	0.00	
				** TOTALS **			1,944.73	1,944.73-			0.00	
01-003513	BOBBY HIRST											
		INV	OFFICIAL 11/15	11/05/22	11/10/22	Y	330.00	330.00-	106585	11/10/22	0.00	
				** TOTALS **			330.00	330.00-			0.00	
01-003580	NCSI											
	22-44172	INV	26997	11/01/22	11/18/22	N	370.50	370.50-	106607	11/18/22	0.00	
				** TOTALS **			370.50	370.50-			0.00	

VENDOR	----- VENDOR NAME -----										
	PO	TYPE INV NO#	INV DT	POST DT 1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---		
01-003601	PCARD-BANK OF MONTREAL - B										
	22-44148	CM MKTG 11/27/22-2	11/27/22	11/30/22 N	495.00-	495.00	001106	11/30/22		0.00	
	22-44206	INV MKTG 11/27/22	11/27/22	11/30/22 N	30.00	30.00-	001106	11/30/22		0.00	
	22-44250	INV MKTG 112722	11/27/22	11/30/22 N	465.01	465.01-	001106	11/30/22		0.00	
		** TOTALS **			0.01	0.01-				0.00	
01-003602	HACIENDA LANDSCAPING INC										
	22-43566	INV H-34-2022-2	11/09/22	11/18/22 N	44,493.75	44,493.75-	106597	11/18/22		0.00	
		** TOTALS **			44,493.75	44,493.75-				0.00	
01-003693	DREW WAYMAN										
	22-44144	INV HALLOWEEN HAVOC	10/31/22	11/04/22 N	165.00	165.00-	106552	11/04/22		0.00	
		** TOTALS **			165.00	165.00-				0.00	
01-003700	METROPOLITAN INDUSTRIES, I										
	22-43059	INV INV043752	10/15/22	11/04/22 N	20.00	20.00-	106544	11/04/22		0.00	
		** TOTALS **			20.00	20.00-				0.00	
01-003776	SCHINDLER ELEVATOR CORP.										
	22-44154	INV 7100498019	8/10/22	11/10/22 N	575.00	575.00-	106592	11/10/22		0.00	
		** TOTALS **			575.00	575.00-				0.00	
01-003811	BASELINE YOUTH SPORTS, INC										
	22-44167	INV NOV SB FEES	11/03/22	11/10/22 N	288.00	288.00-	106572	11/10/22		0.00	
	22-44158	INV OCT 22 SB/KB FEES	11/01/22	11/10/22 N	4,212.00	4,212.00-	106572	11/10/22		0.00	
		** TOTALS **			4,500.00	4,500.00-				0.00	
01-003861	JIM REUTER										
	22-44149	INV CART REIMB-JR	10/31/22	11/04/22 N	32.45	32.45-	106547	11/04/22		0.00	
		** TOTALS **			32.45	32.45-				0.00	
01-003924	AWARDS NETWORK										
	22-44138	INV 00032114	10/27/22	11/11/22 N	50.00	50.00-	106571	11/10/22		0.00	
		** TOTALS **			50.00	50.00-				0.00	
01-003932	STERLING NETWORK INTEGRATI										
	22-44111	INV 10192201	10/19/22	11/04/22 N	449.99	449.99-	106550	11/04/22		0.00	
	22-44129	INV 10242201	10/24/22	11/04/22 N	852.50	852.50-	106550	11/04/22		0.00	
	22-44130	INV 10272201	10/27/22	11/04/22 N	1,489.00	1,489.00-	106550	11/04/22		0.00	
	22-44195	INV 11072203	11/07/22	11/23/22 N	1,627.50	1,627.50-	106660	11/23/22		0.00	
		** TOTALS **			4,418.99	4,418.99-				0.00	
01-004031	OFFICIAL FINDERS, LLC										
	22-44198	INV 11537	11/02/22	11/18/22 Y	288.00	288.00-	106608	11/18/22		0.00	
	22-44198	INV 11547	11/02/22	11/18/22 Y	101.00	101.00-	106608	11/18/22		0.00	
	22-44198	INV 11554	11/02/22	11/18/22 Y	195.00	195.00-	106608	11/18/22		0.00	
	22-44198	INV 11570	11/02/22	11/18/22 Y	260.00	260.00-	106608	11/18/22		0.00	
	22-44198	INV 11587	11/02/22	11/18/22 Y	160.00	160.00-	106608	11/18/22		0.00	
		** TOTALS **			1,004.00	1,004.00-				0.00	

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE----
01-004101	BEVERLY R. BUCHINGER	22-44204	INV	051	11/10/22	11/23/22	Y	45.00	45.00-	106641	11/23/22	0.00
					** TOTALS **			45.00	45.00-			0.00
01-004153	WEX BANK	22-44166	INV	84853280	11/01/22	11/18/22	N	1,401.92	1,401.92-	001094	11/18/22	0.00
					** TOTALS **			1,401.92	1,401.92-			0.00
01-004159	WIGHT & COMPANY	21-42560	INV	210274-008	10/31/22	11/23/22	N	1,066.79	1,066.79-	106662	11/23/22	0.00
		22-43270	INV	220056-008	10/31/22	11/23/22	N	14,293.53	14,293.53-	106662	11/23/22	0.00
					** TOTALS **			15,360.32	15,360.32-			0.00
01-004223	DAN LIEDEBERG	22-44150	INV	HALLOEEN HAVOC	10/31/22	11/04/22	N	330.00	330.00-	106541	11/04/22	0.00
					** TOTALS **			330.00	330.00-			0.00
01-004290	PEPSI-COLA	22-44090	INV	25997511	10/13/22	11/18/22	N	260.82	260.82-	001092	11/18/22	0.00
		22-44049	INV	26297960	10/03/22	11/18/22	N	480.83	480.83-	001092	11/18/22	0.00
					** TOTALS **			741.65	741.65-			0.00
01-004378	PAT INFELISE	22-44199	INV	2022 RUNNER UP	11/14/22	11/18/22	N	330.00	330.00-	106601	11/18/22	0.00
					** TOTALS **			330.00	330.00-			0.00
01-004435	MetTel	22-44194	INV	0100526131-290-5	11/08/22	11/10/22	N	4,770.67	4,770.67-	001091	11/18/22	0.00
					** TOTALS **			4,770.67	4,770.67-			0.00
01-004448	D & J AUDIO VIDEO, INC	22-44221	INV	3219	11/20/22	11/23/22	N	97.50	97.50-	106644	11/23/22	0.00
					** TOTALS **			97.50	97.50-			0.00
01-004485	MIKE BOYLE	22-44142	INV	HALLOWEEN HAVOC	10/31/22	11/04/22	N	330.00	330.00-	106529	11/04/22	0.00
					** TOTALS **			330.00	330.00-			0.00
01-004564	DUPAGE FEDERATION	22-44171	INV	8258	9/30/22	11/10/22	N	16.50	16.50-	106583	11/10/22	0.00
					** TOTALS **			16.50	16.50-			0.00
01-004573	HITEK MECHANICAL LLC	22-44181	INV	10487	11/02/22	11/23/22	Y	625.00	625.00-	106651	11/23/22	0.00
					** TOTALS **			625.00	625.00-			0.00
01-004586	DAVID HORTSMAN	22-44196	INV	2022 LOWER CHAMPS	11/14/22	11/18/22	N	400.00	400.00-	106599	11/18/22	0.00
					** TOTALS **			400.00	400.00-			0.00

VENDOR	----- VENDOR NAME -----	PO	TYPE	INV NO#	INV DT	POST DT	1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-004590	HOT SHOTS SPORTS, LLC	22-44160	INV	1292	10/13/22	11/04/22	Y	922.50	922.50-	106538	11/04/22	0.00
					** TOTALS **			922.50	922.50-			0.00
01-004660	DYNEGY ENERGY SERVICES, LL	22-44132	INV	438349222101	10/21/22	11/04/22	N	15,373.78	15,373.78-	001081	11/04/22	0.00
					** TOTALS **			15,373.78	15,373.78-			0.00
01-004671	LANDSCAPE STRUCTURES, INC	22-43355	INV	118644	9/07/22	11/18/22	N	65,125.00	65,125.00-	106603	11/18/22	0.00
					** TOTALS **			65,125.00	65,125.00-			0.00
01-004674	LANGUAGE IN ACTION, INC.	22-44180	INV	25572 & 25574	11/07/22	11/10/22	N	138.00	138.00-	106586	11/10/22	0.00
					** TOTALS **			138.00	138.00-			0.00
01-004686	BELLAS PIZZA LLC	22-44185	INV	AUGUST	8/31/22	11/10/22	Y	96.00	96.00-	106574	11/10/22	0.00
		22-44184	INV	JULY 2022	7/31/22	11/10/22	Y	1,286.00	1,286.00-	106574	11/10/22	0.00
		22-44183	INV	JUNE	6/30/22	11/10/22	Y	632.00	632.00-	106574	11/10/22	0.00
		22-44187	INV	OCTOBER	10/31/22	11/10/22	Y	270.00	270.00-	106574	11/10/22	0.00
		22-44186	INV	SEPTEMBER	9/30/22	11/10/22	Y	208.00	208.00-	106574	11/10/22	0.00
					** TOTALS **			2,492.00	2,492.00-			0.00
01-004699	JOSHUA NELSON	22-44143	INV	HALLOWEEN HAVOC	10/31/22	11/04/22	N	425.00	425.00-	106546	11/04/22	0.00
					** TOTALS **			425.00	425.00-			0.00
01-004702	PCARD - FIFTH THIRD BANK											
		CM	REF-3064155		11/03/22	11/30/22	N	7.49-	7.49	001109	11/30/22	0.00
		CM	REF-35707440154631		11/01/22	11/30/22	N	37.93-	37.93	001109	11/30/22	0.00
		CM	REF-75998575062655		11/01/22	11/30/22	N	17.89-	17.89	001109	11/30/22	0.00
		CM	REF-WM042787		11/01/22	11/30/22	N	6.79-	6.79	001109	11/30/22	0.00
		INV	'23 IPRA-5003984		11/22/22	1/02/23	N	2,737.00	2,737.00-	001109	11/30/22	0.00
		INV	'23 IPRA-CM		11/17/22	1/02/23	N	279.00	279.00-	001109	11/30/22	0.00
		INV	'23 IPRA-ZJRRB-CM		11/21/22	1/02/23	N	280.00	280.00-	001109	11/30/22	0.00
		INV	'23 IPRA-ZPQMW-AVK		11/11/22	1/02/23	N	280.00	280.00-	001109	11/30/22	0.00
		INV	'23 IPRA-ZPRNC-CQ		11/11/22	1/02/23	N	280.00	280.00-	001109	11/30/22	0.00
		INV	0006065837		11/10/22	1/02/23	N	449.35	449.35-	001109	11/30/22	0.00
		INV	001221108009202154		11/09/22	11/30/22	N	308.00	308.00-	001109	11/30/22	0.00
		INV	020923		11/08/22	1/02/23	N	62.50	62.50-	001109	11/30/22	0.00
		INV	041010		11/28/22	11/30/22	N	52.44	52.44-	001109	11/30/22	0.00
		INV	0710605-1999400		11/16/22	11/30/22	N	4.99	4.99-	001109	11/30/22	0.00
		INV	077417		11/03/22	11/30/22	N	109.49	109.49-	001109	11/30/22	0.00
		INV	086625A		11/23/22	11/30/22	N	268.48	268.48-	001109	11/30/22	0.00
		INV	086625B		11/23/22	11/30/22	N	148.20	148.20-	001109	11/30/22	0.00
		INV	1042000314-11/4		11/07/22	11/30/22	N	17.22	17.22-	001109	11/30/22	0.00
		INV	11/22 GOOGLE		11/02/22	11/30/22	N	39.33	39.33-	001109	11/30/22	0.00

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	110122C	11/01/22	11/30/22	N	159.65	159.65-	001109	11/30/22	0.00
			INV	11164006735250642	11/04/22	11/30/22	N	61.50	61.50-	001109	11/30/22	0.00
			INV	11165585819062640A	11/04/22	11/30/22	N	69.49	69.49-	001109	11/30/22	0.00
			INV	11165585819062640B	11/04/22	11/30/22	N	110.38	110.38-	001109	11/30/22	0.00
			INV	11165585819062640C	11/04/22	11/30/22	N	68.85	68.85-	001109	11/30/22	0.00
			INV	11172805610145057B	11/07/22	11/30/22	N	249.00	249.00-	001109	11/30/22	0.00
			INV	11172805610145057C	11/07/22	11/30/22	N	9.47	9.47-	001109	11/30/22	0.00
			INV	11172805610145057D	11/07/22	11/30/22	N	25.99	25.99-	001109	11/30/22	0.00
			INV	112320220444	11/25/22	11/30/22	N	4.99	4.99-	001109	11/30/22	0.00
			INV	112520221345	11/28/22	11/30/22	N	4.80	4.80-	001109	11/30/22	0.00
			INV	11300208627900207	11/07/22	11/30/22	N	56.97	56.97-	001109	11/30/22	0.00
			INV	11321206908976213	11/14/22	11/30/22	N	14.85	14.85-	001109	11/30/22	0.00
			INV	114-65926371465063	11/03/22	11/30/22	N	24.99	24.99-	001109	11/30/22	0.00
			INV	11401238726037873	11/25/22	11/30/22	N	6.68	6.68-	001109	11/30/22	0.00
			INV	11406742711373827	11/23/22	11/30/22	N	6.99	6.99-	001109	11/30/22	0.00
			INV	11443362576855404	11/28/22	11/30/22	N	34.96	34.96-	001109	11/30/22	0.00
			INV	11453600175840207	11/14/22	11/30/22	N	24.47	24.47-	001109	11/30/22	0.00
			INV	11464515709995446	11/11/22	11/30/22	N	12.99	12.99-	001109	11/30/22	0.00
			INV	11482375545521831	11/28/22	11/30/22	N	37.09	37.09-	001109	11/30/22	0.00
			INV	11482565633786620	11/11/22	11/30/22	N	69.90	69.90-	001109	11/30/22	0.00
			INV	11484796419772245	11/16/22	11/30/22	N	26.99	26.99-	001109	11/30/22	0.00
			INV	11498809827229038	11/21/22	11/30/22	N	23.99	23.99-	001109	11/30/22	0.00
			INV	1234	11/14/22	11/30/22	N	14.99	14.99-	001109	11/30/22	0.00
			INV	124424495020	11/16/22	11/30/22	N	109.70	109.70-	001109	11/30/22	0.00
			INV	138067	11/21/22	11/30/22	N	15.00	15.00-	001109	11/30/22	0.00
			INV	14680	11/21/22	11/30/22	N	9.98	9.98-	001109	11/30/22	0.00
			INV	1481998-2288210	11/10/22	11/30/22	N	8.59	8.59-	001109	11/30/22	0.00
			INV	1850	11/30/22	11/30/22	N	80.56	80.56-	001109	11/30/22	0.00
			INV	201816	11/17/22	1/02/23	N	8,117.41	8,117.41-	001109	11/30/22	0.00
			INV	20210690	11/03/22	11/30/22	N	259.50	259.50-	001109	11/30/22	0.00
			INV	20210691	11/03/22	11/30/22	N	323.25	323.25-	001109	11/30/22	0.00
			INV	20210702	11/16/22	11/30/22	N	265.70	265.70-	001109	11/30/22	0.00
			INV	20210703	11/22/22	11/30/22	N	684.00	684.00-	001109	11/30/22	0.00
			INV	20210704	11/22/22	11/30/22	N	160.00	160.00-	001109	11/30/22	0.00
			INV	20210705	11/22/22	11/30/22	N	85.00	85.00-	001109	11/30/22	0.00
			INV	2023RSVP	11/23/22	1/02/23	N	1,040.00	1,040.00-	001109	11/30/22	0.00
			INV	22111303	11/14/22	11/30/22	N	14.55	14.55-	001109	11/30/22	0.00
			INV	231400395448	11/11/22	11/30/22	N	75.74	75.74-	001109	11/30/22	0.00
			INV	23193991037267548	11/16/22	11/30/22	N	28.01	28.01-	001109	11/30/22	0.00
			INV	25489386366608	11/28/22	11/30/22	N	16.98	16.98-	001109	11/30/22	0.00
			INV	31735850421063	11/23/22	11/30/22	N	75.98	75.98-	001109	11/30/22	0.00
			INV	37986530	11/02/22	11/30/22	N	153.00	153.00-	001109	11/30/22	0.00
			INV	37986531	11/02/22	11/30/22	N	252.00	252.00-	001109	11/30/22	0.00
			INV	37986532	11/02/22	11/30/22	N	153.00	153.00-	001109	11/30/22	0.00
			INV	41350838141868	11/10/22	11/30/22	N	41.06	41.06-	001109	11/30/22	0.00
			INV	4733666-8456213	11/23/22	11/30/22	N	79.90	79.90-	001109	11/30/22	0.00
			INV	495805	11/22/22	11/30/22	N	819.00	819.00-	001109	11/30/22	0.00
			INV	5423859-3285035	11/25/22	11/30/22	N	29.43	29.43-	001109	11/30/22	0.00

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	56285560121026	11/23/22	11/30/22	N	81.96	81.96-	001109	11/30/22	0.00
			INV	5797	11/15/22	11/30/22	N	44.69	44.69-	001109	11/30/22	0.00
			INV	61311280	11/15/22	11/30/22	N	1,840.05	1,840.05-	001109	11/30/22	0.00
			INV	64018677002	11/16/22	11/30/22	N	19.47	19.47-	001109	11/30/22	0.00
			INV	6626248-2695458	11/04/22	11/30/22	N	47.09	47.09-	001109	11/30/22	0.00
			INV	71930623851452	11/25/22	11/30/22	N	12.99	12.99-	001109	11/30/22	0.00
			INV	720744701-01	11/14/22	11/30/22	N	188.35	188.35-	001109	11/30/22	0.00
			INV	75777111-6089833	11/07/22	11/30/22	N	8.63	8.63-	001109	11/30/22	0.00
			INV	7626263-6665036	11/25/22	11/30/22	N	13.86	13.86-	001109	11/30/22	0.00
			INV	7769005234	11/07/22	11/30/22	N	87.00	87.00-	001109	11/30/22	0.00
			INV	792708495850	11/16/22	11/30/22	N	303.93	303.93-	001109	11/30/22	0.00
			INV	8467316-4142639	11/25/22	11/30/22	N	4.99	4.99-	001109	11/30/22	0.00
			INV	9700-7	11/23/22	11/30/22	N	997.65	997.65-	001109	11/30/22	0.00
			INV	AD01176400014CUS	11/07/22	11/30/22	N	169.98	169.98-	001109	11/30/22	0.00
			INV	AMZ - 3379456	11/30/22	11/30/22	N	21.04	21.04-	001109	11/30/22	0.00
			INV	AMZ 34203676677016	11/14/22	11/30/22	N	12.59	12.59-	001109	11/30/22	0.00
			INV	AMZ 42865338258613	11/08/22	11/30/22	N	12.99	12.99-	001109	11/30/22	0.00
			INV	AMZ 61204520220219	11/18/22	11/30/22	N	245.23	245.23-	001109	11/30/22	0.00
			INV	AMZ 68944437930651	11/15/22	11/30/22	N	19.99	19.99-	001109	11/30/22	0.00
			INV	AMZ34837519117832	11/07/22	11/30/22	N	17.37	17.37-	001109	11/30/22	0.00
			INV	AMZ60784993965055	11/08/22	11/30/22	N	47.84	47.84-	001109	11/30/22	0.00
			INV	AMZ82899777411438	11/21/22	11/30/22	N	98.40	98.40-	001109	11/30/22	0.00
			INV	AMZ83990023089817	11/07/22	11/30/22	N	77.98	77.98-	001109	11/30/22	0.00
			INV	AMZN 1904238	11/17/22	11/30/22	N	9.10	9.10-	001109	11/30/22	0.00
			INV	AMZN 2472265	11/17/22	11/30/22	N	38.48	38.48-	001109	11/30/22	0.00
			INV	AMZN 4078644	11/16/22	11/30/22	N	5.99	5.99-	001109	11/30/22	0.00
			INV	AMZN 4938614	11/17/22	11/30/22	N	44.97	44.97-	001109	11/30/22	0.00
			INV	AMZN 6192259	11/18/22	11/30/22	N	7.99	7.99-	001109	11/30/22	0.00
			INV	AMZN113-2742240	11/17/22	11/30/22	N	149.99	149.99-	001109	11/30/22	0.00
			INV	ANYPROMOSA4292512	11/17/22	11/30/22	N	502.22	502.22-	001109	11/30/22	0.00
			INV	ASHLEY 33-22	11/25/22	11/30/22	N	3,200.00	3,200.00-	001109	11/30/22	0.00
			INV	ATT 10/16-11/15	11/14/22	11/30/22	N	35.83	35.83-	001109	11/30/22	0.00
			INV	BIRDS 5800	11/02/22	11/30/22	N	29.38	29.38-	001109	11/30/22	0.00
			INV	BIRDS VUQLWUFKR	11/11/22	11/30/22	N	26.91	26.91-	001109	11/30/22	0.00
			INV	CC 1669278151	11/25/22	11/30/22	N	22.50	22.50-	001109	11/30/22	0.00
			INV	COMCAST 11/1-11/30	11/15/22	11/30/22	N	10.50	10.50-	001109	11/30/22	0.00
			INV	COMCAST 11/9-12/8	11/29/22	11/30/22	N	71.84	71.84-	001109	11/30/22	0.00
			INV	COMCAST10/24-11/23	11/14/22	11/30/22	N	248.85	248.85-	001109	11/30/22	0.00
			INV	COMCAST10/26-11/25	11/16/22	11/30/22	N	494.59	494.59-	001109	11/30/22	0.00
			INV	COMCAST1026-11/25	11/16/22	11/30/22	N	358.14	358.14-	001109	11/30/22	0.00
			INV	CULL240721-103122	11/17/22	11/30/22	N	60.00	60.00-	001109	11/30/22	0.00
			INV	DISH111822	11/18/22	11/30/22	N	97.06	97.06-	001109	11/30/22	0.00
			INV	DOLLARTREE	11/21/22	11/30/22	N	20.00	20.00-	001109	11/30/22	0.00
			INV	ELITE 3486	11/07/22	11/30/22	N	219.80	219.80-	001109	11/30/22	0.00
			INV	ELITE 3515	11/07/22	11/30/22	N	526.50	526.50-	001109	11/30/22	0.00
			INV	FB6423316	11/01/22	11/30/22	N	504.85	504.85-	001109	11/30/22	0.00
			INV	FB6423813	11/01/22	11/30/22	N	775.22	775.22-	001109	11/30/22	0.00
			INV	FB6424878	11/01/22	11/30/22	N	984.98	984.98-	001109	11/30/22	0.00

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 FB6426961	11/01/22	11/30/22 N	567.53	567.53-	001109	11/30/22	0.00		
		INV FB6434821	11/01/22	11/30/22 N	166.12	166.12-	001109	11/30/22	0.00		
		INV FB6468748	11/30/22	11/30/22 N	504.85	504.85-	001109	11/30/22	0.00		
		INV FB6469307	11/30/22	11/30/22 N	775.22	775.22-	001109	11/30/22	0.00		
		INV FB6470517	11/30/22	11/30/22 N	885.79	885.79-	001109	11/30/22	0.00		
		INV FB6473101	11/30/22	11/30/22 N	599.93	599.93-	001109	11/30/22	0.00		
		INV FLOWERS 35471	11/09/22	11/30/22 N	128.96	128.96-	001109	11/30/22	0.00		
		INV FLOWERS 79279	11/23/22	11/30/22 N	96.56	96.56-	001109	11/30/22	0.00		
		INV GLDST - 20210698	11/10/22	11/30/22 N	177.75	177.75-	001109	11/30/22	0.00		
		INV GOPHER RC76157	11/07/22	11/30/22 N	525.62	525.62-	001109	11/30/22	0.00		
		INV GP 27162616	11/03/22	11/30/22 N	89.30	89.30-	001109	11/30/22	0.00		
		INV H1024-10	11/29/22	11/30/22 N	105.23	105.23-	001109	11/30/22	0.00		
		INV H1118-86	11/29/22	11/30/22 N	218.05	218.05-	001109	11/30/22	0.00		
		INV HARBOR999046661323	11/01/22	11/30/22 N	15.98	15.98-	001109	11/30/22	0.00		
		INV IAPD 200014012	11/10/22	11/30/22 N	62.00	62.00-	001109	11/30/22	0.00		
		INV IN00553355	11/22/22	11/30/22 N	194.50	194.50-	001109	11/30/22	0.00		
		INV IN00553356	11/22/22	11/30/22 N	1,119.45	1,119.45-	001109	11/30/22	0.00		
		INV IN00554043	11/22/22	11/30/22 N	326.00	326.00-	001109	11/30/22	0.00		
		INV IN00556007	11/22/22	11/30/22 N	415.00	415.00-	001109	11/30/22	0.00		
		INV IN00560438	11/22/22	11/30/22 N	330.00	330.00-	001109	11/30/22	0.00		
		INV IN00560441	11/22/22	11/30/22 N	770.65	770.65-	001109	11/30/22	0.00		
		INV IN00561041	11/22/22	11/30/22 N	2,991.00	2,991.00-	001109	11/30/22	0.00		
		INV IPASS 11/10/22	11/14/22	11/30/22 N	20.00	20.00-	001109	11/30/22	0.00		
		INV IPASS 11/19/22	11/21/22	11/30/22 N	20.00	20.00-	001109	11/30/22	0.00		
		INV IPRA 11/17/22	11/18/22	11/30/22 N	180.00	180.00-	001109	11/30/22	0.00		
		INV IPRA1115221146	11/16/22	1/02/23 N	279.00	279.00-	001109	11/30/22	0.00		
		INV IPRA111822227	11/21/22	1/02/23 N	97.00	97.00-	001109	11/30/22	0.00		
		INV JEWEL 00037256	11/07/22	11/30/22 N	15.16	15.16-	001109	11/30/22	0.00		
		INV JEWEL 00063945	11/14/22	11/30/22 N	11.37	11.37-	001109	11/30/22	0.00		
		INV KAMMES 11/3/22	11/04/22	11/30/22 N	959.15	959.15-	001109	11/30/22	0.00		
		INV KONICA 9008929785	11/08/22	11/30/22 N	512.54	512.54-	001109	11/30/22	0.00		
		INV LOGSDON 1130400	11/18/22	11/30/22 N	66.27	66.27-	001109	11/30/22	0.00		
		INV LOGSDON 1130766	11/21/22	11/30/22 N	7.99	7.99-	001109	11/30/22	0.00		
		INV LOW 88935627	11/09/22	11/30/22 N	116.56	116.56-	001109	11/30/22	0.00		
		INV LOWES 88701606	11/18/22	11/30/22 N	16.72	16.72-	001109	11/30/22	0.00		
		INV MEN8940AF69D119EA5	11/25/22	11/30/22 N	13.93	13.93-	001109	11/30/22	0.00		
		INV MENARDS3A25B9DF95	11/09/22	11/30/22 N	36.14	36.14-	001109	11/30/22	0.00		
		INV MNRD3C1FCD5F5C8812	11/21/22	11/30/22 N	112.36	112.36-	001109	11/30/22	0.00		
		INV NEXTIVA 12/22	11/21/22	11/30/22 N	32.16	32.16-	001109	11/30/22	0.00		
		INV NICOR-CCMG10/20/22	11/04/22	11/30/22 N	67.92	67.92-	001109	11/30/22	0.00		
		INV NICOR-CCWP10/20/22	11/04/22	11/30/22 N	4.14	4.14-	001109	11/30/22	0.00		
		INV NICOR-FVRC10/25/22	11/04/22	11/30/22 N	1,399.74	1,399.74-	001109	11/30/22	0.00		
		INV NICOR-MB 9/8/22	11/04/22	11/30/22 N	181.36	181.36-	001109	11/30/22	0.00		
		INV NICOR-SRC 9/22/22	11/04/22	11/30/22 N	480.51	480.51-	001109	11/30/22	0.00		
		INV NPD PR89074742	11/18/22	11/30/22 N	325.00	325.00-	001109	11/30/22	0.00		
		INV OAKRIDGE 219050257	11/11/22	11/30/22 N	58.08	58.08-	001109	11/30/22	0.00		
		INV PITBOW-18394859	11/30/22	11/30/22 N	84.99	84.99-	001109	11/30/22	0.00		
		INV REDAPPL 11/23/22	11/25/22	11/30/22 N	65.48	65.48-	001109	11/30/22	0.00		

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 RSRL8F5F8-2	11/23/22	11/30/22	N	770.00	770.00-	001109	11/30/22	0.00
				INV SCANTRON 639861	11/01/22	11/30/22	N	495.00	495.00-	001109	11/30/22	0.00
				INV SCW 750153-9/1/22	11/11/22	11/30/22	N	916.41	916.41-	001109	11/30/22	0.00
				INV STAPLES 7368363259	11/11/22	11/30/22	N	40.70	40.70-	001109	11/30/22	0.00
				INV TOWING109749022473	11/17/22	11/30/22	N	247.50	247.50-	001109	11/30/22	0.00
				INV VERIZON 9917568313	11/08/22	11/30/22	N	1,587.32	1,587.32-	001109	11/30/22	0.00
				INV VERIZON 9919950295	11/28/22	11/30/22	N	1,280.32	1,280.32-	001109	11/30/22	0.00
				INV WAL 059396	11/21/22	11/30/22	N	14.60	14.60-	001109	11/30/22	0.00
				INV WALGRN321805052203	11/23/22	11/30/22	N	22.98	22.98-	001109	11/30/22	0.00
				INV WALMART111422	11/15/22	11/30/22	N	29.20	29.20-	001109	11/30/22	0.00
				INV WARE - 5369724	11/11/22	11/30/22	N	258.46	258.46-	001109	11/30/22	0.00
				INV WARE5374141-0	11/18/22	11/30/22	N	447.20	447.20-	001109	11/30/22	0.00
				INV WARE5383592-0	11/30/22	11/30/22	N	335.40	335.40-	001109	11/30/22	0.00
				INV WD 5361971	11/22/22	11/30/22	N	996.86	996.86-	001109	11/30/22	0.00
				INV WD 5362848	11/08/22	11/30/22	N	220.00	220.00-	001109	11/30/22	0.00
				INV WD 5365473	11/08/22	11/30/22	N	140.97	140.97-	001109	11/30/22	0.00
				INV WD 5377615	11/22/22	11/30/22	N	444.68	444.68-	001109	11/30/22	0.00
				INV WD 5377956	11/29/22	11/30/22	N	614.22	614.22-	001109	11/30/22	0.00
				INV WLMRT - 054042	11/21/22	11/30/22	N	9.92	9.92-	001109	11/30/22	0.00
				INV WLMRT 231800718158	11/15/22	11/30/22	N	54.92	54.92-	001109	11/30/22	0.00
				INV WM23300607266	11/30/22	11/30/22	N	44.11	44.11-	001109	11/30/22	0.00
				INV WOLVES - 019071	11/18/22	11/30/22	N	740.00	740.00-	001109	11/30/22	0.00
				** TOTALS **				58,022.81	58,022.81-			0.00
01-004715	CHRIS PAINTING & REMODELI											
	22-43990 INV 2163				10/25/22	11/10/22	N	6,500.00	6,500.00-	106579	11/10/22	0.00
	22-43989 INV 2164				10/25/22	11/10/22	N	22,000.00	22,000.00-	106579	11/10/22	0.00
				** TOTALS **				28,500.00	28,500.00-			0.00
01-004716	GATLIN PLUMBING & HEATING,											
	22-44212 INV 87966				10/06/22	11/23/22	N	647.00	647.00-	106649	11/23/22	0.00
				** TOTALS **				647.00	647.00-			0.00
01-004725	PAUL JOSEPH GEDVILAS											
	INV OFFICIAL 11/12				11/12/22	11/23/22	Y	120.00	120.00-	106650	11/23/22	0.00
				** TOTALS **				120.00	120.00-			0.00
01-004736	ROBERTO DANIEL											
	22-44165 INV 102822				10/28/22	11/10/22	Y	65.00	65.00-	106581	11/10/22	0.00
				** TOTALS **				65.00	65.00-			0.00
01-004737	MARK A. GASCON											
	22-44164 INV INV00838				11/01/22	11/10/22	Y	65.00	65.00-	106584	11/10/22	0.00
				** TOTALS **				65.00	65.00-			0.00
01-004739	SERGIO BAUZA JR.											
	22-44163 INV 110122				11/01/22	11/10/22	Y	95.00	95.00-	106573	11/10/22	0.00
	22-44203 INV 111022				11/10/22	11/23/22	Y	45.00	45.00-	106639	11/23/22	0.00
				** TOTALS **				140.00	140.00-			0.00

VENDOR	----- VENDOR NAME -----									
	PO	TYPE	INV NO#	INV DT	POST DT 1099	GROSS AMT	PAYMENTS	CHECK#	CHECK DT	-----BALANCE---
01-1	MISC VENDOR	(REFUNDS ONLY)**	CONTINUED **							
		INV REC #	2011357.007	11/03/22	11/10/22 N	150.00	150.00-	106587	11/10/22	0.00
		INV REC#	2011332.008	11/22/22	11/23/22 N	140.00	140.00-	106646	11/23/22	0.00
		INV REC#	2011231.007	9/12/22	9/16/22 N	50.00	50.00-	106535	11/04/22	0.00
		INV REC#	2011323.008	11/21/22	11/23/22 N	65.00	65.00-	106653	11/23/22	0.00
		INV REC#	2011341.007	10/27/22	11/04/22 N	100.00	100.00-	106542	11/04/22	0.00
		INV REC#	2011342.007	10/27/22	11/04/22 N	200.00	200.00-	106543	11/04/22	0.00
		INV REC#	2011381.007	11/09/22	11/18/22 N	63.00	63.00-	106598	11/18/22	0.00
		INV REC#	2011382.007	11/10/22	11/18/22 N	200.00	200.00-	106604	11/18/22	0.00
		INV REC#	2011400.007	11/15/22	11/18/22 N	156.60	156.60-	106595	11/18/22	0.00
				** TOTALS **		1,124.60	1,124.60-			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

T O T A L S

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	1,059,137.73	1,059,137.73CR	0.00
PARTIALLY PAID	0.00	0.00	0.00
UNPAID ITEMS	0.00	0.00	0.00
** TOTALS **	1,059,137.73	1,059,137.73CR	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
O P E N I T E M R E P O R T
S U M M A R Y

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

	GROSS	PAYMENTS	BALANCE
PAID ITEMS	1,059,137.73	1,059,137.73CR	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 **	1,059,137.73	1,059,137.73CR	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	15.00
10 217000	SECTION 125	292.78
10 5-00-00-558	SECURITY SERVICES	558.00
10 5-00-00-565	BACKGROUND CHECKS-EMPLOYEES	370.50
10 5-00-00-610	PDRMA PROPERTY	3,539.90
10 5-00-00-611	PDRMA LIABILITY	1,725.79
10 5-00-00-612	PDRMA EMPLOYMENT	599.45
10 5-00-00-613	PDRMA POLLUTION	105.09
10 5-00-00-614	PDRMA WORKMENS COMP	3,597.78
10 5-00-00-800	CAPITAL EQUIPMENT	23,750.00
10 5-10-00-540	SECTION 125 PLAN	50.00
10 5-10-00-546	TELEPHONE	409.16
10 5-10-00-556	MAINTENANCE CONTRACTS	6,221.73
10 5-10-00-559	TRAINING/SEMINARS	1,072.00
10 5-10-00-560	MEETINGS	325.00
10 5-10-00-590	OTHER SERVICES	39.00
10 5-10-00-620	STAFF INCENTIVE	500.24
10 5-10-00-652	OFFICE SUPPLIES	199.95

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
10 5-10-00-668	COMMISSIONER EXPENSE	300.32
10 5-10-00-669	POSTAGE	800.00
10 5-10-00-670	PUBLICATIONS/BOOKS	62.00
10 5-12-00-546	TELEPHONE	124.44
10 5-12-00-556	MAINTENANCE CONTRACTS	495.01
10 5-12-00-559	TRAINING/SEMINAR	280.00
10 5-12-00-561	MEMBERSHIP DUES	543.00
10 5-12-00-570	CONTRACTUAL SERVICES	315.00
10 5-12-00-590	OTHER SERVICES	169.98
10 5-15-00-545-079	WATER/SEWER-ARMSTRONG RESTROOM	93.46
10 5-15-00-545-080	WATER/SEWER-ARMSTRONG FOUNTAIN	3.36
10 5-15-00-545-081	WATER/SEWER-COMMUNITY PARK	30.54
10 5-15-00-545-089	WATER/SEWER-HAMPE	26.91
10 5-15-00-545-095	WATER/SEWER-RED HAWK	24.33
10 5-15-00-545-096	WATER/SEWER-SLEPICKA	6.34
10 5-15-00-546	TELEPHONE	438.26
10 5-15-00-547-083	ELECTRIC-ARMSTRONG PARK NORTH	438.13
10 5-15-00-547-085	ELECTRIC-ARMSTRONG PARK SOUTH	1,499.53
10 5-15-00-547-086	ELECTRIC-BIERMAN	25.83
10 5-15-00-547-089	ELECTRIC-HAMPE	101.21
10 5-15-00-547-093	ELECTRIC-MEMORIAL PARK	18.37
10 5-15-00-547-094	ELECTRIC-POND AERATORS	135.88
10 5-15-00-547-095	ELECTRIC-RED HAWK	96.49
10 5-15-00-547-096	ELECTRIC-SLEPICKA	25.41
10 5-15-00-547-097	ELECTRIC-UNDERPASS IL64	35.60
10 5-15-00-547-098	ELECTRIC-CAROLSHIRE PARK	26.74
10 5-15-00-548	REFUSE	1,652.88
10 5-15-00-556	MAINTENANCE CONTRACTS	1,199.35
10 5-15-00-556-048	MAINT CONTRACTS-LANDSCAPE	2,088.45
10 5-15-00-560	MEETINGS	65.48
10 5-15-00-561	MEMBERSHIP DUES	264.00
10 5-15-00-650	EQUIPMENT RENTAL	380.35
10 5-15-00-651	MINOR EQUIPMENT	270.94
10 5-15-00-652	OFFICE SUPPLIES	12.59
10 5-15-00-653-060	HORTICULTURE SUPPLIES-MEM TREE	38.50
10 5-15-00-657	CLOTHING SUPPLIES	746.30
10 5-15-00-659	VEHICLE FUELS	1,401.92
10 5-15-00-660	PLAYGROUND MATERIAL/MAINT	1,017.87
10 5-15-00-661	HERBICIDES/SNOW REMOVAL	1,456.70
10 5-15-00-662-045	ATHLETIC FIELD MAINT-BASEBALL	2,020.00
10 5-15-00-662-047	ATHLETIC FIELD MAINT-SOCCER	2,875.00
10 5-15-00-663	VEHICLE REPAIRS	2,682.15
10 5-15-00-664	REPAIR/MAINT MATERIALS	547.68
10 5-15-00-673	TOOL REPAIR & PARTS	696.71
10 5-28-00-544	GAS	181.36
10 5-28-00-545	WATER/SEWER	52.33
10 5-28-00-546	TELEPHONE/INTERNET	3,675.46

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 5-28-00-547	ELECTRIC	270.22
10 5-28-00-548	REFUSE	236.26
10 5-28-00-664	REPAIR/MAINT SUPPLIES	13.93
10 5-62-00-546	TELEPHONE	248.89
10 5-62-00-559	TRAINING/SEMINAR	280.00
	** FUND TOTAL **	73,862.83
12 5-00-00-723	FOUNTAIN VIEW REC CENTER	3,200.00
	** FUND TOTAL **	3,200.00
20 205000	REGISTRATION CLIENT PAYABLE	1,124.60
20 206000	DUE TO DISTRICT 93 (B&A)	8,500.00
20 206735	D/T SWIM TEAM VAC FUNDRAISER	740.00
20 206902	D/T GYMNAST SPRINGER FUNDRAISE	2,028.05
20 207060	D/T PGM MERCH SALES TAX	51.11
20 207065	D/T CCMG SALES TAX	18.16
20 207991	D/T MCCASLIN CONC SALES TAX	1,105.09
20 207992	D/T FVRC CONC SALES TAX	24.58
20 4-14-00-481-991	RECOVERY OF COST-MCCAS CONCES	19.09CR
20 4-14-00-481-992	RECOVERY OF COST-FVRC CONCES	0.58CR
20 4-60-00-481	RECOVERY OF COST-RECREATION	1.11CR
20 4-60-00-481-665	RECOVERY OF COST-CCMG	0.16CR
20 4-60-80-441-800	MEMBERSHIP - FITNESS CTR	42.00
20 5-12-00-554	ADVERTISING DIGITAL	45.00
20 5-12-00-592	PROGRAM SUPPLIES	89.30
20 5-12-00-651	MINOR EQUIPMENT	77.98
20 5-13-00-543	CABLE	238.76
20 5-13-00-544	GAS	1,399.74
20 5-13-00-545	WATER/SEWER	1,637.60
20 5-13-00-546	TELEPHONE/INTERNET	6,594.69
20 5-13-00-547	ELECTRIC	8,482.29
20 5-13-00-548	REFUSE	1,167.46
20 5-13-00-556	MAINTENANCE CONTRACTS	5,669.03
20 5-13-00-562	REPAIR SERVICES	302.00
20 5-13-00-562-057	REPAIR SERVICES-GEOTHERMAL	687.98
20 5-13-00-651	MINOR EQUIPMENT FACILITY	1,642.82
20 5-13-00-654	CHEMICALS-POOL	4,175.00
20 5-13-00-656	JANITORIAL SUPPLIES	834.22
20 5-13-00-664	REPAIR & MAINT SUPPLIES	151.73
20 5-14-00-546	TELEPHONE	1,606.71
20 5-14-00-548-991	REFUSE-MCCASLIN CONCESSIONS	930.26
20 5-14-00-562-991	REPAIR SRVS-MCCASLIN CONCESSIO	625.00
20 5-14-00-642-991	MCCAS-PERISHABLE FOOD SUPPLIES	400.82
20 5-14-00-643-991	MCCAS-NON-ALCOH BEV SUPPLIES	1,296.10
20 5-14-00-645-991	MCCAS-CONTRACT PERISHABLE FOOD	1,192.14
20 5-14-00-651-991	MINOR EQMT FAC-MCCASLIN CONC	80.73
20 5-23-00-543	CABLE	10.50

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-23-00-544	GAS	480.51
20 5-23-00-545	WATER/SEWER	14.60
20 5-23-00-546	TELEPHONE/INTERNET	1,415.07
20 5-23-00-547	ELECTRIC	1,666.12
20 5-23-00-548	REFUSE	1,009.70
20 5-23-00-556	MAINTENANCE CONTRACTS	2,262.00
20 5-23-00-656	JANITORIAL SUPPLIES	585.65
20 5-23-00-664	REPAIR & MAINT. SUPPLIES	92.34
20 5-24-00-544	GAS	4.14
20 5-24-00-545-087	WATER/SEWER-CORAL COVE	131.36
20 5-24-00-545-088	WATER/SEWER-CCWP FILTER ROOM	564.12
20 5-24-00-547	ELECTRIC	205.93
20 5-24-00-562	REPAIR SERVICES	4,091.65
20 5-24-00-664	REPAIR & MAINT. SUPPLIES	997.65
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	97.06
20 5-60-00-546	TELEPHONE	687.15
20 5-60-00-549-641	PORT-O-LETS-RENTAL FIELDS	360.00
20 5-60-00-549-644	PORT-O-LETS-SHELTER RENTALS	75.00
20 5-60-00-554	ADVERTISING-RECREATION	180.00
20 5-60-00-561	MEMBERSHIP DUES	1,793.00
20 5-60-00-592-622	PGM SUP - LOCAL EVENTS	20.00
20 5-60-00-595-641	FIELD RENTALS SERVICES	650.00
20 5-60-00-595-642	RENTAL FVRC SERVICES	159.65
20 5-60-00-652	OFFICE SUPPLIES	44.47
20 5-60-00-667	AUTO REIMBURSEMENT	40.00
20 5-60-00-690	DEPARTMENT SUPPLIES	250.72
20 5-60-16-592-135	PGM SUP - PRESCHOOL	416.83
20 5-60-16-595-135	PGM SRV - PRESCHOOL	318.00
20 5-60-16-665-135	SAFETY SUPPLIES - PRESCHOOL	110.38
20 5-60-17-592-145	PGM SUP - E C CAMPS	95.48
20 5-60-20-592-203	PGM SUP - YOUTH B-DAY PARTIES	250.92
20 5-60-20-595-203	PGM SRV - YOUTH B-DAY PARTIES	2,492.00
20 5-60-21-595-205	PGM SRV - SPECIAL INTEREST	453.00
20 5-60-23-592-215	PGM SUP - YOUTH THEATRE	14.55
20 5-60-23-592-221	PGM SUP-DANCE COMPANY (FORTE)	23.99
20 5-60-23-592-224	PGM SUP - DANCE RECITAL	129.34
20 5-60-23-594-224	MERCH RESALE SUP-DANCE RECITAL	9,250.76
20 5-60-23-595-221	PGM SRV-DANCE COMPANY (FORTE)	1,040.00
20 5-60-28-592-258	PGM SUP - YTH DODGEBALL LEAGUE	105.23
20 5-60-28-592-260	PGM SUP - YOUTH BASKETBALL	17.22
20 5-60-28-595-237	PGM SRV - YOUTH VOLLEYBALL	300.00
20 5-60-28-595-258	PGM SRV - YTH DODGEBALL LEAGUE	45.00
20 5-60-28-595-270	PGM SRV - YTH FALL SOCCER	2,008.00
20 5-60-28-595-865	PGM SRV-YTH BB/SB FALL LGS	535.00

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
20 5-60-29-546-290	TELEPHONE-YTH B/A SCHOOL	995.57
20 5-60-29-592-290	PGM SUP - YOUTH B/A SCHOOL	1,146.14
20 5-60-29-592-298	PGM SUP - YTH KDS CARE DAY OFF	60.75
20 5-60-29-595-298	PGM SRV - YTH KDS CARE DAY OFF	308.00
20 5-60-48-592-434	PGM SUP - ADULT SB TOURNAMENTS	3,215.00
20 5-60-48-592-440	PGM SUP - ADULT SPORTS LEAGUES	218.05
20 5-60-48-595-434	PGM SRV - ADULT SB TOURNAMENTS	1,452.75
20 5-60-48-595-435	PGM SRV - ADULT SOFTBALL	288.00
20 5-60-48-595-440	PGM SRV - ADULT SPORTS LEAGUES	5,576.00
20 5-60-54-592-515	PGM SUP-FOREVER YNG SPEC EVENT	154.39
20 5-60-55-592-525	PGM SUP-FOREVER YNG OVRNT TRIP	268.90
20 5-60-55-595-520	PGM SRV-FOREVER YNG DAY TRIPS	1,738.50
20 5-60-61-595-680	PGM SRV-SPORTS INSTRUCTIONAL	2,697.50
20 5-60-64-592-610	PGM SUP - FAMILY SPECIAL EVENT	372.90
20 5-60-64-595-610	PGM SRV - FAMILY SPECIAL EVENT	1,221.86
20 5-60-68-592-655	PGM SUP-ATHLETIC SPECIAL EVENT	75.74
20 5-60-70-570-700	CONTRACTUAL SRVS-FVRC POOL	30,995.34
20 5-60-70-595-700	PGM SRV - INDOOR POOL	1,375.00
20 5-60-78-592-710	PGM SUP - SWIM TEAM	208.71
20 5-60-80-543-800	CABLE - FITNESS CENTER	358.14
20 5-60-80-562-800	REPAIR SERVICES-FITNESS	290.08
20 5-60-80-592-800	PGM SUP-FITNESS CENTR-MEM/PASS	1,041.06
20 5-60-80-649-800	MINOR EQUIPMENT-FITNESS	149.99
20 5-60-80-671-800	PROMOTION SUPPLIES-FITNESS	502.22
20 5-60-91-592-905	PGM SUP - GYMNASTIC INSTRUCTNL	286.71
20 5-60-98-595-901	PGM SRV - GYMNASTIC TEAM	400.00
20 5-64-00-545	WATER/SEWER-MCCAS FIELDS	215.67
20 5-64-00-547	ELECTRIC-MCCASLIN FIELDS	1,970.66
20 5-64-00-548	REFUSE-MCCASLIN FIELDS	147.75
20 5-64-00-556	MAINTENANCE CONTRACTS	1,186.55
20 5-64-00-653	HORTICULTURE SUPP-MCCAS FIELDS	59.98
20 5-64-00-662	ATHLET FIELD MAINT SUP-MCCASLI	2,875.00
20 5-64-00-664	REPAIR/MAINT MATERIALS	64.79
20 5-65-00-544	GAS	67.92
20 5-65-00-546	TELEPHONE/INTERNET	1,606.67
20 5-65-00-547	ELECTRIC	375.37
20 5-65-00-548	REFUSE	620.18
20 5-65-00-650	EQUIPMENT RENTAL	60.00
20 5-65-00-664	REPAIR & MAINT SUPPLIES	375.00
	** FUND TOTAL **	154,251.94
25 5-00-00-549	PORT-O-LETS	3,177.25
25 5-00-00-725	ADA CAPITAL IMROVEMENTS	288,000.00
25 5-00-00-765	ADA PARK IMPROVEMENTS	94,737.00
	** FUND TOTAL **	385,914.25
34 5-00-00-713	TECHNOLOGY	916.41
	** FUND TOTAL **	916.41

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

G/L EXPENSE DISTRIBUTION

ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
42 5-75-00-722	COMMUNITY PARK	14,293.53
42 5-75-00-735	BIERMAN PARK PATHWAY	266,428.63
42 5-75-00-753	CORAL COVE WATER PARK	55,521.60
42 5-75-00-758	COYOTE CROSSING MINI GOLF	6,500.00
42 5-75-00-760	MCCASLIN PARK IMPROVEMENTS	22,000.00
42 5-75-00-762	PARKS/PLAYGROUNDS	76,248.54
	** FUND TOTAL **	440,992.30

** TOTAL **

1,059,137.73

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

DEPARTMENT TOTALS

DEPARTMENT	DEPARTMENT NAME	AMOUNT
10	NON-DEPARTMENTAL	307.78
10 00	ANCILLARY FUNDS	34,246.51
10 10	FINANCE/ADMINISTRATION	9,979.40
10 12	MARKETING/COMMUNICATION	1,927.43
10 15	PARKS	22,443.26
10 28	MAINTENANCE FACILITY	4,429.56
10 62	REGISTRATION SERVICES	528.89
	** FUND TOTAL **	73,862.83
12 00	REC REPAIR & REPLACEMENT	3,200.00
	** FUND TOTAL **	3,200.00
20	NON-DEPARTMENTAL	13,591.59
20 12	MARKETING/COMMUNICATION	212.28
20 13	FOUNTAIN VIEW REC CENTER	32,983.32
20 14	CONCESSIONS	6,112.09
20 23	SIMKUS FACILITY	7,536.49
20 24	CORAL COVE	5,994.85
20 26	EVERGREEN GYM FACILITY	795.00
20 60	RECREATION	77,400.78
20 64	MCCASLIN FIELDS	6,520.40
20 65	MINIATURE GOLF	3,105.14
	** FUND TOTAL **	154,251.94
25 00	SPECIAL RECREATION	385,914.25
	** FUND TOTAL **	385,914.25
34 00	CAPITAL PROJECTS	916.41
	** FUND TOTAL **	916.41
42 75	2021 CAPITAL IMPROVEMENTS	440,992.30
	** FUND TOTAL **	440,992.30

	** TOTAL **	1,059,137.73

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:	11/01/2022 THRU 11/30/2022
ITEM DATE:	0/00/0000 THRU 99/99/9999
POSTING DATE:	0/00/0000 THRU 99/99/9999

To: Board of Commissioners
From: Jim Reuter, Executive Director
Date: December 12, 2022
Approval: Ordinance No. 564 Park District Surplus **Agenda Item # 6D**

Issue

Should the Board approve Ordinance No. 564 declaring certain Park District property as surplus.

Background/Reasoning

The Park District staff would like to declare the following as surplus:

QUANTITY	EQUIPMENT
1	2006 John Deere 997Z Trac Mower Serial# DM997SCO11571
12	Preschool Toys

Supporting Documents

Ordinance No. 564

Cost

There is no cost associated with this item.

Public/Customer Impact

The John Deere Trac Mower will be sold as all mowing is under contract. Some of the toys will be sold; the remainder is garbage.

Recommendation

That the Board make a motion to approve Ordinance No. 564 declaring certain Park District property as surplus.

ORDINANCE NO. 564
ORDINANCE DECLARING CERTAIN PARK
DISTRICT PERSONAL PROPERTY AS SURPLUS
AND AUTHORIZING SALE OR DISPOSAL

WHEREAS, the Carol Stream Park District, DuPage County, Illinois has accumulated certain personal property which has been used for various park purposes, specifically the items described in Exhibit A; and

WHEREAS, staff has determined that the subject items are beyond useful service life; and

WHEREAS, the Illinois Park District Code authorizes the Park District to dispose of items of personal property, when in the opinion of three-fifths of the members of the Board of Park Commissioners then holding office such property is no longer necessary, useful to, or for the best interests of the Park District; and

WHEREAS, Park District staff has made preliminary arrangements for the disposal of the equipment and personal property through trade in, sealed bid auction, competitive bid, or salvage.

NOW, THEREFORE BE IT AND IT IS HEREBY ORDAINED BY THE BOARD OF PARK COMMISSIONERS OF THE CAROL STREAM PARK DISTRICT, DUPAGE COUNTY, AS FOLLOWS:

Section One:

It is hereby found and determined by the Board of Park Commissioners of the Carol Stream Park District that the following items of personal property is no longer necessary, useful to or for the best interests of this Park District:

- A. The property described in Exhibit A attached hereto and incorporated herein by reference.

Section Two:

That the park district staff is hereby authorized to convey or sell the personal property described in Section One of this Ordinance in any manner that it may designate, with or without advertising the sale, at any time following the adoption of this ordinance.

Section Three:

This ordinance shall be effective immediately upon passage and approval by a three-fifths majority of the members of this Board of Park Commissioners.

Section Four:

All prior ordinances, resolutions, motions, orders or policies in conflict herewith, be and the same hereby are, repealed to the extent of the conflict herewith.

Section Five:

If any clause or provision of this Ordinance shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision, which shall remain in full force and effect.

Roll Call Vote:

Ayes: _____

Nays: _____

Abstain: _____

Dated: December 12, 2022

President, Board of Park Commissioners

ATTEST:

Secretary, Board of Park Commissioners

Exhibit A

QUANTITY	EQUIPMENT
1	2006 John Deere 997Z Trac Mower Serial# DM997SCO11571
12	Preschool Toys

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the "*Board*") of the Carol Stream Park District, DuPage County, Illinois (the "*District*"), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 12th day of December, insofar as same relates to the adoption of Ordinance No. 564 entitled:

AN ORDINANCE declaring certain park district personal property as surplus and authorizing sale or disposal.

A true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 12th day December, 2022.

(SEAL)

Secretary, Board of Park Commissioners

To: Board of Commissioners
From: Sue Rini, Director of Finance & Administration
Date: December 12, 2022
Subject: Approval: Ordinance 563 Levying and
Assessing Taxes for the Year 2022 **Agenda Item # 8A**

Issue: Should the Board make a motion to approve Ordinance 563 levying and assessing taxes for the year 2022, to be collected in the year 2023, and to certify that the District levied an amount of ad valorem tax that is more than 105% of the final aggregate levy extension of the preceding year, complied with the publication and hearing provisions of section 6 or 7 of the Act, and that the staff be allowed to make the adjustments to that potential reduction in the same vain.

Background/Reasoning

- “By State Statute, the Board of Commissioners needs to file an annual ordinance with the County in order to levy taxes for the following year.
- Since the levy is more than 105% of the prior year’s aggregate levy, the Board published a notice of a public hearing on such levy and is holding that public hearing today, prior to approving the levy ordinance.
- Staff asks that the Board approve the attached Levy Ordinance.
- The Ordinance does not include the levy for the Bond and Interest Fund, as the County will automatically levy, per the schedules on file.
- The Ordinance represents a 10.76% increase to the base aggregate of the 2021 final levy. The base aggregate does not include the Bond and Interest Fund.
- As is the case every year, this is higher than the expected final increase. The District must overestimate in order to capture all the “new growth” EAV.
- The actual expected aggregate increase is only 6.16% higher than last year. This is due to the new growth being added to the District, reassessment of current homes at an estimated average of 5.07%, as well as the CPI of 5.0%.
- In April the final extension numbers will arrive and the District has five working days to make any adjustments to the equally allocated levy reduction, if one occurs.
- We have requested that part of the motion to the approval of this ordinance be that the staff be allowed to make the adjustments to that potential reduction in the same vain as the ordinance being presented tonight. This action will eliminate a special emergency meeting of the Board at that time.

Supporting Documents:

- Ordinance 563
- Truth in Taxation certificate of compliance.

Cost:

N/A

Public/Customer Impact:

N/A

Recommendation

That the Board makes a motion to approve Ordinance 563 levying and assessing taxes for the year 2022, to be collected in the year 2023, and to certify that the District levied an amount of ad valorem tax that is more than 105% of the final aggregate levy extension of the preceding year, complied with the publication and hearing provisions of section 6 or 7 of the Act, and that the staff be allowed to make the adjustments to that potential reduction in the same vain.

ORDINANCE 563

An ORDINANCE Levying and Assessing Taxes for the Year 2022 of the Carol Stream Park District of DuPage County, Illinois

WHEREAS, the Carol Stream Park District, of DuPage County, Illinois, has the right, exercised by duly passed Ordinance of its Board of Park Commissioners, to annually levy taxes on all of the taxable property in the District for the various corporate purposes of this Park District.

NOW, THEREFORE, BE IT ORDAINED by the Board of Park Commissioners of the Carol Stream Park District, of DuPage County, Illinois, as follows:

Section One: For General Corporate Purposes, there is hereby levied against all taxable property in said park district, in accordance with the provisions of "The Park District Code," for the year 2022, the following sum of 2,280,408 dollars. (See Exhibit A attached)

Section Two: For the purpose of Planning, Establishing and Maintaining Recreational Programs, in accordance with the provisions of "The Park District Code," there is hereby levied against all the taxable property in said park district, for the year 2022, the following sum of 1,453,659 dollars. (See Exhibit B attached)

Section Three: For the purpose of maintaining and lighting the streets and roadways within the parks and playgrounds maintained by the district, in accordance with section 5-6 of "The Park District Code," there is hereby levied against all taxable property in said park district for the year 2022, the sum of 25,000 dollars. (See Exhibit C attached)

Section Four: For the purposes of paying remittances by said park district for Social Security, in accordance with the Illinois Pension Code, there is hereby levied against all the taxable property in said park district for the year 2022, the sum of 310,000 dollars. (See Exhibit C attached)

Section Five: For the purposes of paying charges incident to the audit of the records of said park district, in accordance with the provisions of an Act in relation to audits of amounts of certain

governmental units, there is hereby levied against all the taxable property in said park district for the year 2022, the sum of 19,300 dollars. (See Exhibit C attached)

Section Six: For the purposes of paying the costs of protecting against any loss or liability which may be incurred by said park district, all as provided by the "Local Governmental Employees Tort Immunity Act," as amended, there is hereby levied against all the taxable property in said park district for the year 2022 the sum of 140,000 dollars. (See Exhibit C attached)

Section Seven: For the purposes of providing recreational programs for the handicapped, in accordance with Section 5-8 of "The Park District Code," there is hereby levied against all the taxable property in said park district for the year 2022, the sum of 660,771 dollars. (See Exhibit C attached)

Section Eight: For the purposes of paying remittances by said park district to the Illinois Municipal Retirement Fund, in accordance with the Illinois Pension Code, there is hereby levied against all the taxable property in said park district for the year 2022, the sum of 295,000 dollars. (See Exhibit C attached)

Section Nine: That a summary of the aforesaid levies, hereby made in this ordinance are as follows

(See Exhibit D attached):

Total Tax Levy

1. General Fund	\$ 2,280,408
2. Recreation Fund	1,453,659
3. Paving and Lighting Fund	25,000
4. Social Security Fund	310,000
5. Audit Fund	19,300
6. Liability Fund	140,000
7. Special Recreation Fund	660,771
8. IMRF Fund	295,000

Total of Levies Made

\$5,184,138

Section Ten: That a certified copy of this ordinance be filed with the county clerk of DuPage County, Illinois, not later than the last Tuesday of December, 2022.

Section Eleven: That the amount previously levied by ordinance of the Carol Stream District for payment of principal and interest on bond issuances, not being levied for in this levy ordinance, being an estimated amount of \$5,547,249 when added to the total levy now authorized by Ordinance # 563 will sum to an aggregate amount of \$10,731,387.

Roll Call Vote

Ayes: _____

Nays: _____

Absent: _____

Dated this 12th day of December, 2022

President, Board of Commissioners
Carol Stream Park District
DuPage County, Illinois

Secretary, Board of Commissioners
Carol Stream Park District
DuPage County, Illinois

(SEAL)

STATE OF ILLINOIS)

) SS

COUNTY OF DUPAGE)

CERTIFICATION OF ORDINANCE AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Secretary of the Board of Park Commissioner (the "*Board*") of the Carol Stream Park District, DuPage County, Illinois (the "*District*"), and as such official I am the keeper of the records and files of the District and the Board.

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 12th day of December, insofar as same relates to the adoption of Ordinance No. 563 entitled:

AN ORDINANCE Levying and Assessing Taxes for the Year 2022 of the Carol Stream Park District of DuPage County, Illinois.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

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

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the District, this 12th day of December 2022.

(SEAL)

Secretary, Board of Park Commissioners

CORPORATE FUNDEstimated
Line Expenditures**Exhibit A**

General - Administrative/Finance

Salaries	491,427
Benefits	47,391
Utilities	3,492
Services	251,938
Supplies	31,145
Corporate Fund Transfer	15,000

840,393

General - Marketing/Communication

Salaries	141,336
Benefits	32,767
Utilities	1,020
Services	25,107
Supplies	504
Corporate Fund Transfer	0

200,734

General-Parks

Salaries	539,858
Benefits	101,190
Utilities	31,150
Services	327,196
Supplies	110,045
Corporate Fund Transfer	1,500

1,110,939

General - Maintenance Facility

Utilities	23,111
Services	5,620
Supplies	400

29,131

General - Registration Services

Salaries	201,383
Benefits	8,640
Utilities	1,320
Services	1,438
Supplies	516

213,297

Total General Fund

2,394,494

Fund Balance Adjustment

(114,086)

Total General Fund Levy

2,280,408

RECREATION FUNDEstimated
Line Expenditures**Exhibit B**

Recreation - Administration/Finance		
Salaries	\$189,057	
Benefits	\$16,214	
Services	\$0	
Supplies	\$0	
		\$205,271
Recreation - Marketing/Communication		
Services	\$23,445	
Supplies	\$30,528	
		\$53,973
Recreation - Fountain View Recreation Center		
Utilities	\$230,491	
Services	\$127,337	
Supplies	\$82,430	
Recreation Fund Transfer	\$0	
		\$440,258
Recreation - Concessions		
Salaries	\$65,306	
Benefits	\$0	
Utilities	\$6,832	
Services	\$9,232	
Supplies	\$123,249	
Recreation Fund Transfer	\$7,125	
		\$211,745
Recreation - Facilities		
Salaries	\$438,778	
Benefits	\$49,850	
Utilities	\$1,860	
Supplies	\$1,065	
		\$491,553
Recreation - Simkus Recreation Center		
Utilities	\$93,517	
Services	\$30,335	
Supplies	\$27,350	
		\$151,202
Recreation - Coral Cove Facility		
Utilities	\$50,420	
Services	\$38,117	
Supplies	\$37,350	
		\$125,887
Recreation - Evergreen Gym		
Utilities	\$3,244	
Services	\$6,300	
		\$9,544

RECREATION FUND**Estimated
Line Expenditures****Exhibit B**

Recreation - Programs Administration		
Salaries	\$2,111,255	
Benefits	\$171,899	
Utilities	\$18,756	
Services	\$1,218,421	
Supplies	\$227,352	
Recreation Fund Transfer	\$187,380	
		\$3,935,063
Recreation - Registration Services		
Salaries	\$110,751	
Benefits	\$3,703	
Supplies	\$0	
		\$114,454
Recreation - McCaslin Fields		
Utilities	\$32,180	
Services	\$2,690	
Supplies	\$7,020	
Recreation Fund Transfer	\$0	
		\$41,890
Recreation - Coyote Crossing Minigolf		
Utilities	\$12,032	
Services	\$8,241	
Supplies	\$6,970	
		\$27,243
Total Recreation Fund		\$5,808,083
Less Revenue from Other Sources		(\$4,354,424)
Total Recreation Fund Levy		\$1,453,659

PAVING & LIGHTING FUNDEstimated
Line Expenditures**Exhibit C**

Services	84,280	
Fund Balance Adjustment	(59,280)	
Total Paving & Lighting Fund		25,000
Total Paving & Lighting Fund		25,000
Total Paving & Lighting Fund Levy		25,000

SOCIAL SECURITY FUND

Benefits	334,332	
Fund Balance Adjustment	(24,332)	
Total Social Security Fund		310,000
Total Social Security Fund		310,000
Total Social Security Fund Levy		310,000

AUDIT FUND

Services	23,780	
Fund Balance Adjustment	(4,480)	
Total Audit Fund		19,300
Total Audit Fund		19,300
Total Audit Fund Levy		19,300

LIABILITY FUND**Estimated
Line Expenditures****Exhibit C**

Salary/Benefits	70,892	
Services	17,239	
Supplies	21,980	
Insurance	135,263	
Capital	0	
Fund Balance Adjustment	(105,374)	
Total Liability Fund		140,000
Total Liability Fund		140,000
Total Liability Fund Levy		140,000

SPECIAL RECREATION FUND

WDSRA	314,443	
Salary/Benefits	13,365	
Services	72,870	
Supplies	8,000	
Special Recreation Fund Transfer	31,997	
ADA Improvements	360,070	
Fund Balance Adjustment	(139,974)	
Total Special Recreation Fund		660,771
Total Special Recreation Fund		660,771
Total Special Recreation Fund Levy		660,771

I.M.R.F. FUND

Benefits	315,636	
Recreation Fund Transfer	0	
Special Recreation Fund Transfer	0	
Fund Balance Adjustment	(20,636)	
Total IMRF Fund		295,000
Total IMRF Fund		295,000
Total I.M.R.F. Fund Levy		295,000

**Carol Stream Park District
Summary of 2022 Taxes Levied**

Exhibit D

FUNDS

CORPORATE	\$2,280,408
RECREATION	\$1,453,659
PAVING & LIGHTING	\$25,000
SOCIAL SECURITY (FICA)	\$310,000
AUDIT	\$19,300
LIABILITY	\$140,000
RECREATION FOR THE HANDICAPPED	\$660,771
IMRF	\$295,000
 TOTAL AMOUNT LEVIED	 \$5,184,138

CERTIFICATE OF COMPLIANCE WITH TRUTH IN TAXATION

I, Tim Powers, hereby certify to the DuPage County Clerk that Carol Stream Park District has complied with all provisions of Public Act 82-102, "Truth in Taxation Act", with respect to the adoption of the 2022 Tax Levy (Check one)

— The District levied an amount of ad valorem tax that is less than or equal to 105% of the consumer price index, whichever one is less of the final aggregate levy extension of the preceding year, thereby requiring no truth-in-taxation hearing.

-OR-

X The District levied an amount of ad valorem tax that is greater than 105% of the final aggregate levy extension of the preceding year and complied with the publication and hearing provisions of section 6 or 7 of the Act.

Said public hearing was held on December 12, 2022.

Tim Powers, President

December 12, 2022

Date

SEAL

To: Board of Commissioners
From: Renee Bachewicz, Director of Recreation
Date: December 12, 2022
Approval: Approval: Lifeguard Services Addendum January 2023 Jeff
Ellis Management, LLC **Agenda Item # 8B**

Issue

That the Board approve an addendum for lifeguard services for Fountain View Indoor Pool with Jeff Ellis Management, LLC, Maitland, Florida for January 2023.

Background/Reasoning

Draft version of the 2023-2025 contracts for JEM Lifeguard Services are in process and are pending final PDRMA and Corporate Counsel review. Based on the timing of the scheduled Board meetings and the pending review the District proposes moving forward with an addendum for lifeguard services for the month of January. This will allow the District the proper time needed to finalize the contracts and will bring them to the Board in January for Board approval.

The Carol Stream Park District has contracted with JEM for lifeguard services since 2018 for the Fountain View Indoor Pool and Coral Cove Water Park and are satisfied with their services and partnership. The 2023 Proposed Budget includes the cost for lifeguard services for all of 2023.

Supporting Documents

Lifeguard Services Addendum January 2023 JEM

Cost

The total cost of this addendum is: \$33,715.46 and it is part of the overall cost of the draft contract and is included in the 2023 proposed budget for a total contract cost of \$405,000.
GL: 20-5-60-70-570-700

Public/Customer Impact

Continuing to utilize a contractual provider will ensure smooth operations for our indoor pool and allows the District to continue to provide programming and pool services.

Recommendation

That the Board make a motion to approve an addendum for lifeguard services for Fountain View Indoor Pool with Jeff Ellis Management, LLC, Maitland, Florida for January 2023.

FIRST ADDENDUM TO SERVICES AGREEMENT

Dated December 6th, 2022

THIS ADDENDUM (this "Addendum") to the SERVICES AGREEMENT (the "Agreement") executed on May 17th, 2022 between Carol Stream Park District (hereafter, "Customer"), which has offices located at 849 W. Lies Rd, Carol Stream, IL, 60188, and Jeff Ellis Management, LLC. (hereafter, "Service Provider"), which has a mailing address of 500 Winderley Place Suite 116, Maitland, Florida 32751, agree to the following terms and conditions. Capitalized terms not defined herein shall have the meaning given to them in the Agreement.

1. **Effective Date**. The Addendum shall have an effective date of January 1st, 2023.
2. **Extension of Original Terms**. This Addendum shall extend the Services of Original Agreement until January 31st, 2023.
3. **Pricing**. Pricing for the extended month in 2023 season will be as follows:
 - a. January 1st \$33,715.46
4. **Agreement**. All other provisions of the Agreement Shall remain in effect. This Addendum may be executed with counter signature pages effective as one document.

The undersigned have executed this Addendum as of the date set forth above in the heading.

"CUSTOMER"

BY: _____

NAME: _____

TITLE: _____

"SERVICE PROVIDER"

BY: _____

NAME: _____

TITLE: _____

To: Board of Commissioners
From: Shane Hamilton, Director of Parks & Facilities
Date: December 12, 2022
Approval: Aquatic Facility Maintenance Contracts

Agenda Item #: 8C

Issue

Should the Board approve a contract with Jeff Ellis Management, Maitland, FL for pool maintenance services at Fountain View Recreation Center's indoor pool and Coral Cove Water Park for 2023 totaling \$76,028.24.

Background/Reasoning

In early 2022 the District's Pool Specialist resigned. At that time, staff decided to shift pool maintenance to Jeff Ellis Management. After evaluating Jeff Ellis Management for one year, staff firmly believes continuing the contract an additional year is warranted.

Cost

•	Fountain View Recreation Center	\$44,000.64	GL 20-5-13-00-556
•	<u>Coral Cove Water Park</u>	<u>\$32,027.60</u>	<u>GL 20-5-24-00-556</u>
		\$76,028.24	2023 Pool Maintenance Total

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, Maitland, FL for pool maintenance services at Fountain View Recreation Center's indoor pool and Coral Cove Water Park for 2023 totaling \$76,028.24.



SERVICES AGREEMENT

between

JEFF ELLIS MANAGEMENT, LLC

and

CAROL STREAM PARK DISTRICT

dated as of

October 3rd, 2022

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of October 3rd, 2022 (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, 2023** and shall continue until **December 31st, 2023**, 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

Insurance	\$2,250.00
Complete pool maintenance labor and basic pool maintenance	\$40,250.64
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	\$44,000.64

Payment Schedule

Amount Due on or before January 1 st , 2023	Amount Due on or before February 1 st , 2023	Amount Due on or before March 1 st , 2023	Amount Due on or before April 1 st , 2023
\$3,666.72	\$3,666.72	\$3,666.72	\$3,666.72

Amount Due on or before May 1 st , 2023	Amount Due on or before June 1 st , 2023	Amount Due on or before July 1 st , 2023	Amount Due on or before August 1 st , 2023
\$3,666.72	\$3,666.72	\$3,666.72	\$3,666.72

Amount Due on or before September 1 st , 2023	Amount Due on or before October 1 st , 2023	Amount Due on or before November 1 st , 2023	Amount Due on or before December 1 st , 2023
\$3,666.72	\$3,666.72	\$3,666.72	\$3,666.72

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 , 2023	A certified maintenance technician will be on site 20 hours per week
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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

October 3rd, 2022

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SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the "**Agreement**"), dated as of October 3rd, 2022 (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 27th, 2023** and shall continue **September 4th, 2023**, 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

Insurance	\$1,800.00
Complete pool maintenance labor and basic pool maintenance	\$26,812.60
Complete pool opening process	\$1,665.00
Complete pool closing process	\$1,750.00
All additional labor will be billed on a net 30 basis at \$95 per person per hour	Invoice Separately
Annual Consulting Agreement Total Cost	\$32,027.60

Payment Schedule

Amount Due on or before May 1 st , 2023	Amount Due on or before June 1 st , 2023	Amount Due on or before July 1 st , 2023	Amount Due on or before Aug 1 st , 2023
\$8,006.90	\$8,006.90	\$8,006.90	\$8,006.90

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

May 27 th – September 4 th , 2023	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 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
- 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

To: Board of Commissioners
From: Shane Hamilton, Director of Parks and Facilities
Date: December 12, 2022
Approval: Resolution No. 22-05 DuPage Monarch Project

Agenda Item # 8D

Issue

Should the Board approve Resolution No. 22-05, a Resolution authorizing the Executive Director to enhance and expand available habitat for monarch butterflies and other native pollinators.

Background/Reasoning

The Carol Stream Park District has been on the annual Monarch butterfly's migration route of thousands of miles from Mexico to Canada and has provided monarch caterpillars with native milkweed species, their sole source of food.

Supporting Documents Summary

Resolution No. 22-05 for the DuPage Monarch Project.

Cost

There is no cost.

Public/Customer Impact

At the Carol Stream Park District recognizes the importance of protecting open land and park space for the recreational use of Carol Stream residents.

Recommendation

That the Board make a motion to approve Resolution No. 22-05, a Resolution authorizing the Executive Director to enhance and expand available habitat for monarch butterflies and other native pollinators.

**Carol Stream Park District
Resolution No. 22-05
DuPage Monarch Project**

A Resolution Authorizing the Executive Director to Enhance and Expand Available Habitat for Monarch Butterflies and other Native Pollinators

WHEREAS, the Carol Stream Park District recognizes the importance of protecting open land and park space for the recreational use of Carol Stream residents; and

WHEREAS, a wet area located inside the large dog area at the Bark Park was transformed from turf grass to a Monarch Butterfly Weigh Station with additional native plantings; educational signage was added in 2019 and the area has received ongoing management; and

WHEREAS, the parking lot islands at the Simkus Recreation Center have been designated monarch butterfly weigh stations and subsequently planted with milkweed and signage was added in 2022 to denote the weigh stations; and

WHEREAS, Jan Smith Park continues to be the model of the District's native areas by bringing together volunteers and District staff to create a well maintained showcase area for the residents of the District to enjoy; and

WHEREAS, a Natural Area Master Plan is being put together for Park District properties to guide the maintenance, construction and overall management of native areas; and

WHEREAS, many of the 4,000 species of native U.S. bees providing critical pollinating services to food, ornamental and wildflower species have experienced significant decline; and

WHEREAS, the Carol Stream Park District, located in northeastern Illinois, has long been on the annual monarch butterfly's migration route of thousands of miles from Mexico to Canada and has provided monarch caterpillars with native milkweed species, their sole source of food; and

WHEREAS, Illinois designated the iconic monarch butterfly as the official state insect in 1975 as the result of lobbying by Illinois schoolchildren; and

WHEREAS, scientific studies point to the rapid decline of the monarch butterfly due to the loss of milkweed habitat needed for laying their eggs and for the caterpillars to eat, resulting from development, land management practices, and chemically-aided agriculture in the United States and Canada; and

WHEREAS, because the decimation of pollinators, including the eastern migrating monarch, which serves as an iconic species, has potential negative consequences for natural ecosystems as well as for human food production, in 2020, the U.S. Fish and Wildlife Service found that adding the monarch butterfly to the list of threatened and endangered species was warranted but precluded by work on higher-priority listing actions.

With this decision, the monarch becomes a candidate for listing under the Endangered Species Act (ESA), and its status will be reviewed each year until it is no longer a candidate; and

WHEREAS, the Mid-America Conservation Strategy has identified a monarch habitat restoration target of an additional 1.3 billion stems of milkweed by 2038 which will sustain a resilient population size; and

WHEREAS, the Illinois Monarch Project developed a state-wide monarch conservation plan calling for 150 million new stems of milkweed, Illinois’ share of the Mid-America Conservation Strategy; and

WHEREAS, because there are many different species of milkweed in the U.S., it is important to recognize that only native milkweed is vital to the recovery and survival of the monarch butterfly in Illinois; and

WHEREAS, the Forest Preserve District of DuPage County, River Prairie Group of the Illinois Sierra Club, The Conservation Foundation, and Wild Ones of Greater DuPage, a native plant advocacy group, are collaborating as the DuPage Monarch Project to encourage communities to plant native milkweed and valuable nectar plants where appropriate;

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE CAROL STREAM PARK DISTRICT, DuPage County, Illinois, as follows:

SECTION 1: The Recitals set forth above are incorporated herein and made a part of this Resolution as if set forth fully herein.

SECTION 2: The Board of Park Commissioners hereby authorizes the Executive Director to increase and improve available habitat for Monarch butterflies and other native pollinators with, but not limited to, the following actions:

- Improve and increase plantings of native milkweed and pollinator plants on appropriate Park District lands.
- Identify locations where native milkweed and nectar plants can be newly planted or incorporated into existing plantings.
- Install signage near Monarch-friendly plantings to provide educational facts about monarch butterflies, other native pollinators, and their habitat in order to increase public awareness and education.
- Protect pollinators by limiting the use of pesticides on park district owned land.

SECTION 3: This Resolution shall be effective immediately upon its passage and approval by a majority of the Board of Commissioners.

Dated: _____

Board President of Carol Stream Park District

ATTEST:

Secretary of Carol Stream Park District