



AQUATICS ADMINISTRATIVE BOARD AGENDA
City of Aurora & Fox Valley Park District
October 8, 2019 8:00AM
Cole Administration Center, 101 W. Illinois Av., Aurora

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| 1. Call Meeting to Order | President O'Connor |
| 2. Roll Call | President O'Connor |
| 3. Addenda to the Agenda | President O'Connor |
| 4. Minutes | President O'Connor |
| 4.1 Approve meeting minutes from September 10, 2019. | |
| 5. Continued Business | President O'Connor |
| 6. Financial Reports | Diana Erickson |
| 6.1 Approve Statement of Revenues & Expenses for Period Ending September 30, 2019. | |
| 6.2 Approve List of Bills for Month Ending September 30, 2019 totaling \$82,722.78. | |
| 7. New Business | |
| 7.1 Facilities and Operations Report | John Kramer |
| 7.2 Approve the amended service agreement between Fox Valley Park District and Jeff Ellis Management, LLC for the management of the Outdoor Aquatic Centers. | Jaime Ijams |
| 7.3 Approve 2020 Aquatics Administrative Board Budget. | Jaime Ijams |
| 7.4 Approve 2020 Aquatics Administrative Board Meeting Calendar. | President O'Connor |
| 8. Adjourn | President O'Connor |

Next Meeting: May 12, 2020* at Cole Center

*Pending approval of the 2020 meeting calendar.



AQUATICS ADMINISTRATIVE BOARD MINUTES

City of Aurora & Fox Valley Park District

September 10, 2019 8:00AM

Cole Administration Center, 101 W. Illinois Av., Aurora

1. Call Meeting to Order

President O'Connor called the meeting to order at 8:00AM.

2. Roll Call

President O'Connor directed the Board Secretary to take attendance by roll call. The following members of the Aquatics Administrative Board of Directors were present: Al Broholm, Scheketa Hart-Burns, Roberto Saenz, and President Robert O'Connor. Absent: MaryAnne Cummings. A quorum was present. Also present: Chuck Anderson, Executive Director Jim Pilmer, Department Directors, JEM Staff, and Administrative Staff.

3. Addenda to the Agenda

None presented.

4. Minutes

4.1 Approve meeting minutes from July 23, 2019.

Scheketa Hart-Burns made a motion to approve the minutes from July 23, 2019, seconded by Al Broholm. Voice voting Aye: Al Broholm, Scheketa Hart-Burns, Roberto Saenz, and President Robert O'Connor. Voting Nay: none, and the minutes were approved.

5. Continued Business

5.1 Aquatic Study Follow Up

Director Pilmer reported that the Aquatic Study is with the Mayor's Office at the City of Aurora as they continue to explore areas of economic development opportunities and a public/private partnership that may include the Aquatics Administrative Board.

6. Financial Reports

6.1 Approve Statement of Revenues & Expenses for Period Ending July 31, 2019.

Scheketa Hart-Burns made a motion to approve the statement of revenues and expenses for July 2019, seconded by Roberto Saenz. Roll call voting Aye: Al Broholm, Scheketa Hart-Burns, Roberto Saenz, and President Robert O'Connor. Voting Nay: none, and the statement was approved.

6.2 Approve List of Bills for Month Ending July 31, 2019 totaling \$187,283.51.

Scheketa Hart-Burns made a motion to approve the bills list for July 2019, seconded by Roberto Saenz. Roll call voting Aye: Al Broholm, Scheketa Hart-Burns, Roberto Saenz, and President Robert O'Connor. Voting Nay: none, and the statement was approved.

7. New Business

7.1 Season Wrap Up

Jaime Ijams introduced the Recreation Aquatics staff and the Jeffrey Ellis Management staff and recognized their hard work in making the aquatics season a success.

Dan Leahy gave an overview of marketing efforts for outdoor aquatics including an aggressive buy one-get one campaign, a branded web platform with virtual tours that will be available next year, and Groupon sales. Al Broholm mentioned that Phillips Park was lacking signage that would bring awareness to the water park to passersby in that area.

Jaime Ijams reported on the season wrap-up:

- While season pass sales and revenues were down, daily admissions and revenues were up and overall projected revenue for the season was favorable at \$724,068.
- There was a 46% increase in non-resident usage.
- Participation and revenue numbers were the highest they've been since 2015.
- Outdoor swim lessons were expanded to include graduated levels of skill.
- Learn to Swim grants: Community Foundation served 17 kids; Rotary Club of Aurora served 78 kids.
- It was a very good year for maintenance closures, only 4 hours closed due to health code issues and 2 hours closed due to maintenance issues.
- Weather related closures were very high, as the first part of the season was extremely rainy.

Alyssa Moore of JEM reported on the following:

- Four training classes were held for JEM lifeguards through April to mid-June.
- A combined total of 133 Vigilance Awareness Trainings were conducted at both parks. Only one employee was let go as a result.
- The highest number of rescues were guests aged 5-12 years, with more males requiring assistance than females.

7.2 Facilities & Operations Report

John Kramer gave a report on the repairs and corrections made at both facilities as a result of the IDPH annual inspection audit.

7.3 Public Safety Report

Chief Summer had nothing to report.

7.4 Budget Presentation

Jaime Ijams presented the proposed 2020 Aquatics budget which will be presented for approval on October 8, 2019. The budget includes proposed revenues of \$720,952 and proposed expenses of \$1,631,452 for a deficiency of \$910,500.

Jaime noted that the biggest change going forward will be that Reuland's will no longer be providing concessions at either park. The Recreation/Aquatics team is looking at alternative ways to provide/allow food in the facilities, including food trucks, and allowing families to bring their own food and drinks.

8. Adjourn

Sheketa Hart-Burns made a motion to adjourn, seconded by Roberto Saenz. Voice voting Aye: Al Broholm, Sheketa Hart-Burns, Roberto Saenz, and President Robert O'Connor. Voting Nay: none, and the meeting was adjourned at 9:20AM.

Respectfully submitted by:

*Kim Nooncaster
Board Secretary*



Outdoor Aquatic Financial Summary Narrative August 2019

Revenue for season passes are allocated equally over the season for both facilities. As is the case every year, the Outdoor Aquatics Fund does not have any cash on hand, so the Fox Valley Park District Recreation Fund finances this fund until the end of the season.

Revenues through the end of August for season passes are favorable from last year by 3.46%. In addition, daily passes are 7.5% favorable from last. Overall revenues compared to last year at this time are favorable by 3.6% from last year at this time.

Prior year salaries at Phillips Park is higher than current year-to-date primarily due to increased swim lessons, higher cost for maintenance and increased horticulture for the 2018 year. Expenses for this period include \$8,445 for natural gas at Splash, \$8,599 for electric at Splash and \$5,945 at Phillips, \$17,586 for water charges at Phillips, \$10,000 for Aquatics Study, \$13,600 for repairs to Splash Country, \$5,636 for alarm system at Splash Country and Jeff Ellis management services of \$82,277.

FOX VALLEY PARK DISTRICT FAMILY AQUATICS CENTERS
CONSOLIDATED
STATEMENT OF REVENUES AND EXPENSES
PERIOD ENDING AUGUST 31, 2019

	Current Year-to-Date 2018	Current Year-to-Date 2019	Variance to Prior Year Favorable (Unfavorable)	Budget	Variance to Budget Favorable (Unfavorable)
REVENUES					
Rental Income					
Concessionaire Lease	\$ 7,600	\$ 7,600	\$ -	\$ 7,600	\$ -
Aquatic Facility Rentals	7,599	6,651	(948)	8,000	(1,349)
Locker Rentals	-	-	-	-	-
Intergovernmental	1,828	-	(1,828)	-	-
Fees					
Season Passes	191,153	175,515	(15,638)	183,000	(7,485)
Daily Admissions	411,163	441,835	30,672	421,000	20,835
Group Admissions	39,527	43,336	3,809	47,400	(4,064)
Merchandise Sales	3,173	2,830	(343)	4,100	(1,270)
Investment Income	-	-	-	-	-
Miscellaneous Receipts	18	2,508	2,490	-	2,508
Program Revenues	40,675	47,700	7,025	56,166	(8,466)
TOTAL REVENUES	702,737	727,976	25,239	727,266	710
EXPENSES					
Salaries and Wages	157,544	149,750	7,794	225,183	75,433
Employee Benefits	26,422	23,106	3,316	40,168	17,062
Other Employee Expenses	1,083	1,963	(880)	3,100	1,137
Utilities	87,527	113,844	(26,317)	192,800	78,956
Professional Services	68,423	104,458	(36,035)	83,300	(21,158)
Maintenance and Repair	281,553	197,661	83,892	241,290	43,630
Other Services	315,363	352,555	(37,192)	338,675	(13,880)
Materials and Supplies	174,126	176,860	(2,734)	192,610	15,750
Miscellaneous Expenses	-	-	-	100	100
Capital Expenditures	-	244,743	(244,743)	200,000	(44,743)
TOTAL EXPENSES	1,112,040	1,364,939	(252,899)	1,517,226	152,287
EXCESS (DEFICIENCY)	\$ (409,304)	\$ (636,963)	\$ (227,660)	\$ (789,960)	\$ 152,997

FOX VALLEY PARK DISTRICT FAMILY AQUATICS CENTERS
SPLASH COUNTRY
STATEMENT OF REVENUES AND EXPENSES
PERIOD ENDING AUGUST 31, 2019

	Current Year-to-Date 2018	Current Year-to-Date 2019	Variance to Prior Year Favorable (Unfavorable)	Budget	Variance to Budget Favorable (Unfavorable)
REVENUES					
Rental Income					
Concessionaire Lease	\$ 3,800	\$ 3,800	\$ -	\$ 3,800	\$ -
Aquatic Facility Rentals	4,768	2,760	(2,008)	4,000	(1,240)
Locker Rentals	-	-	-	-	-
Intergovernmental	1,828	-	(1,828)	-	-
Fees					
Season Passes	90,877	88,166	(2,711)	93,000	(4,834)
Daily Admissions	206,891	247,467	40,577	227,000	20,467
Group Admissions	22,787	26,558	3,771	29,400	(2,842)
Merchandise Sales	1,872	1,748	(124)	2,100	(352)
Investment Income	-	-	-	-	-
Miscellaneous Receipts	18	1,866	1,848	-	1,866
Program Revenues	19,178	23,256	4,078	27,746	(4,490)
TOTAL REVENUES	352,018	395,621	43,603	387,046	8,575
EXPENSES					
Salaries and Wages	74,797	79,707	(4,910)	113,538	33,831
Employee Benefits	13,262	11,939	1,323	20,084	8,145
Other Employee Expenses	524	982	(458)	1,250	269
Utilities	53,111	57,377	(4,267)	123,200	65,823
Professional Services	33,793	52,579	(18,786)	41,000	(11,579)
Maintenance and Repair	198,373	123,752	74,622	136,115	12,363
Other Services	162,102	193,914	(31,812)	176,680	(17,234)
Materials and Supplies	108,592	112,359	(3,767)	108,785	(3,574)
Miscellaneous Expenses	-	-	-	100	100
Capital Expenditures	-	195,026	(195,026)	80,000	(115,026)
TOTAL EXPENSES	644,553	827,634	(183,081)	800,752	(26,882)
EXCESS (DEFICIENCY)	\$ (292,535)	(432,013)	\$ (139,479)	\$ (413,706)	\$ (35,457)

FOX VALLEY PARK DISTRICT FAMILY AQUATICS CENTERS
PHILLIPS PARK
STATEMENT OF REVENUES AND EXPENSES
PERIOD ENDING AUGUST 31, 2019

	Current Year-to-Date 2018	Current Year-to-Date 2019	Variance to Prior Year Favorable (Unfavorable)	Budget	Variance to Budget Favorable (Unfavorable)
REVENUES					
Rental Income					
Concessionaire Lease	\$ 3,800	\$ 3,800	\$ -	\$ 3,800	\$ -
Aquatic Facility Rentals	2,831	3,891	1,060	4,000	(109)
Locker Rentals	-	-	-	-	-
Intergovernmental	-	-	-	-	-
Fees					
Season Passes	100,277	87,349	(12,928)	90,000	(2,651)
Daily Admissions	204,272	194,368	(9,905)	194,000	368
Group Admissions	16,740	16,778	38	18,000	(1,222)
Merchandise Sales	1,301	1,082	(219)	2,000	(918)
Investment Income	-	-	-	-	-
Miscellaneous Receipts	-	642	642	-	642
Program Revenues	21,497	24,444	2,947	28,420	(3,976)
TOTAL REVENUES	350,718	332,354	(18,364)	340,220	(7,866)
EXPENSES					
Salaries and Wages	82,747	70,043	12,704	111,645	41,602
Employee Benefits	13,160	11,167	1,993	20,084	8,917
Other Employee Expenses	559	982	(423)	1,850	869
Utilities	34,416	56,466	(22,050)	69,600	13,134
Professional Services	34,630	51,879	(17,249)	42,300	(9,579)
Maintenance and Repair	83,179	73,909	9,271	105,175	31,266
Other Services	153,262	158,641	(5,380)	161,995	3,354
Materials and Supplies	65,534	64,501	1,033	83,825	19,324
Miscellaneous Expenses	-	-	-	-	-
Capital Expenditures	-	49,717	(49,717)	120,000	70,283
TOTAL EXPENSES	467,487	537,305	(69,817)	716,474	179,169
EXCESS (DEFICIENCY)	\$ (116,769)	\$ (204,950)	\$ (88,181)	\$ (376,254)	\$ 171,304

Aquatics Administrative Board

List of Bills

Month Ending September 30, 2019

ALARM DETECTION SYSTEMS INC

G/L: 17300007	54040	Invoice # 172379	SPLASH SURVEILLANCE UPGRADES	3,986.76
G/L: 17300008	54040	Invoice # 172994	SURVEILLANCE UPGRADES - PHILLIPS	8,908.01
G/L: 17859208	53800	Invoice # 173101	VIDEO SYSTEM - PHILLIPS	298.67

Total invoices ALARM DETECTION SYSTEMS INC **13,193.44**

AMERICAN EXPRESS

G/L: 17656507	53990	Invoice # 173172	MOOD PANDORA - OUTDOOR AQUATICS	26.95
G/L: 17656508	53990	Invoice # 173172	MOOD PANDORA - OUTDOOR AQUATICS	26.95

Total invoices AMERICAN EXPRESS **53.90**

AQUA PURE ENTERPRISES INC

G/L: 17859208	54570	Invoice # 172938	FILTER CLEANSER	1,363.19
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Total invoices AQUA PURE ENTERPRISES INC **1,363.19**

ARTLIP AND SONS INC

G/L: 17859207	53450	Invoice # 173903	INSTALL PRESSURE RELIEFS,TEMP GUAGE - SPLASH	864.00
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Total invoices ARTLIP AND SONS INC **864.00**

AT & T

G/L: 17300007	52030	Invoice # 173824	SPLASH 9/19 - 10/18	51.49
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Total invoices AT & T **51.49**

BDK DOOR INC

G/L: 17859207	53350	Invoice # 173696	REPAIR DOOR - SPLASH	325.00
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Total invoices BDK DOOR INC **325.00**

BURROAK MASONRY

G/L: 17859207	53350	Invoice # 173850	DECK CAULKING SPLASH COUNTRY	10,285.00
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Total invoices BURROAK MASONRY **10,285.00**

CARROLL CONSTRUCTION SUPPLY

G/L: 17859207	54190	Invoice # 173582	BUILDING MATERIAL - SPLASH	57.21
G/L: 17859207	54190	Invoice # 173905	BUILDING MATERIAL - SPLASH	2,239.20

Total invoices CARROLL CONSTRUCTION SUPPLY **2,296.41**

CITY OF AURORA WATER DEPT/AMEX

G/L: 17859207	52020	Invoice # 173397	WATER BILL - SPLASH 6/6 - 7/26	9,488.80
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Total invoices CITY OF AURORA WATER DEPT/AMEX **9,488.80**

CITY OF AURORA/WATER DEPARTMENT

G/L: 17859208	52020	Invoice # 173425	PHILLIPS AQUATIC 6/27 - 8/24	1,583.80
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Total invoices CITY OF AURORA/WATER DEPARTMENT **1,583.80**

COMCAST CABLE

G/L: 17300008	52040	Invoice # 172897	INTERNET - PHILLIPS 9/10 - 10/9	111.85
G/L: 17300008	52040	Invoice # 173807	INTERNET - PHILLIPS 9/23 - 10/22	28.85

Total invoices COMCAST CABLE **140.70**

CONSTELLATION NEWENERGY-ELECTRIC

G/L: 17859207	52010	Invoice # 172383	ELECTRIC - SPLASH 7/30 - 8/28	5,055.38
G/L: 17859208	52010	Invoice # 173535	PHILLIPS - 8/16 - 9/17	4,289.68
<i>Total invoices</i> CONSTELLATION NEWENERGY-ELECTRIC				9,345.06

COVERALL NORTH AMERICA, INC

G/L: 17859207	53470	Invoice # 173770	END OF SEASON DEEP CLEANING	750.00
G/L: 17859208	53470	Invoice # 173770	END OF SEASON DEEP CLEANING	750.00
<i>Total invoices</i> COVERALL NORTH AMERICA, INC				1,500.00

DAVID M RAMSEY

G/L: 17350008	53720	Invoice # 173568	VIDEO	1,100.00
<i>Total invoices</i> DAVID M RAMSEY				1,100.00

DEUHLER ENGINEERING INC

G/L: 17859208	53030	Invoice # 172945	IEPA DMR ANNUAL TESTING	1,525.00
G/L: 17859207	53030	Invoice # 172946	IDMR ANNUAL TESTING	1,125.00
<i>Total invoices</i> DEUHLER ENGINEERING INC				2,650.00

FASTSIGNS OF NAPERVILLE

G/L: 17859208	54210	Invoice # 172904	FIRE LANE SIGNS - PHILLIPS	200.00
<i>Total invoices</i> FASTSIGNS OF NAPERVILLE				200.00

FEECE OIL COMPANY

G/L: 17859207	54140	Invoice # 172310	8/23 GASOLINE	30.75
G/L: 17859208	54140	Invoice # 172310	8/23 GASOLINE	30.75
G/L: 17859207	54140	Invoice # 172312	8/26 GASOLINE	9.53
G/L: 17859208	54140	Invoice # 172312	8/26 GASOLINE	9.53
G/L: 17859207	54140	Invoice # 172768	9/4 GASOLINE	16.86
G/L: 17859208	54140	Invoice # 172768	9/4 GASOLINE	16.86
G/L: 17859207	54140	Invoice # 172947	9/10 GASOLINE	15.62
G/L: 17859208	54140	Invoice # 172947	9/10 GASOLINE	15.62
G/L: 17859207	54140	Invoice # 173587	9/19 GASOLINE	14.01
G/L: 17859208	54140	Invoice # 173587	9/19 GASOLINE	14.01
<i>Total invoices</i> FEECE OIL COMPANY				173.54

FIRST ILLINOIS SYSTEMS, INC

G/L: 17859207	53990	Invoice # 172771	SEPT PEST CONTROL - SPLASH	59.00
G/L: 17859208	53990	Invoice # 172779	SEPT PEST CONTROL - PHILLIPS	30.00
<i>Total invoices</i> FIRST ILLINOIS SYSTEMS, INC				89.00

FIRST PLACE RENTAL, INC

G/L: 17859207	53480	Invoice # 173018	PUMP RENTAL - SPLASH	67.99
G/L: 17859208	53480	Invoice # 173431	PARTS	107.99
<i>Total invoices</i> FIRST PLACE RENTAL, INC				175.98

FOX METRO WRD

G/L: 17859208	52020	Invoice # 173834	PHILLIPS 6/27 - 8/24	1,194.31
<i>Total invoices</i> FOX METRO WRD				1,194.31

GROOT/AMEX

G/L: 17859207	53790	Invoice # 173399	AUG REFUSE REMOVAL	302.55
G/L: 17859208	53790	Invoice # 173399	AUG REFUSE REMOVAL	268.10
<i>Total invoices</i> GROOT/AMEX				570.65

GROUND EFFECTS

G/L: 17859207	54130	Invoice # 173857	SPLASH LANDSCAPE STONE ISLAND	1,746.50
<i>Total invoices GROUND EFFECTS</i>				1,746.50

HOME DEPOT CREDIT SERVICES

G/L: 17859208	54350	Invoice # 172403	HEAT GUN - PHILLIPS	62.00
G/L: 17859208	54190	Invoice # 172404	BUILDING MATERIAL - PHILLIPS	34.76
G/L: 17859208	54190	Invoice # 172406	BUILDING MATERIAL - PHILLIPS	3.78
G/L: 17859207	54190	Invoice # 172407	BUILDING MATERIAL - SPLASH	9.44
G/L: 17859208	54270	Invoice # 173603	FILTER - PHILLIPS	9.48
G/L: 17859207	54190	Invoice # 173605	BLDG MATERIAL - SPLASH	234.92
G/L: 17859208	54270	Invoice # 173778	BUILDING MATERIAL - PHILLIPS	31.26
<i>Total invoices HOME DEPOT CREDIT SERVICES</i>				385.64

ILLCO, INC

G/L: 17859207	54270	Invoice # 172843	BLDG MATERIAL - SPLASH	440.58
G/L: 17859208	54270	Invoice # 172845	BLDG MATERIAL - PHILLIPS	462.52
G/L: 17859208	54140	Invoice # 173555	ANTIFREEZE FOR PHILLIPS PARK POOLS	2,378.58
G/L: 17859207	54140	Invoice # 173556	ANTI FREEZE FOR POOLS SPLASH	2,378.58
G/L: 17859208	54270	Invoice # 173727	BLDG MATERIAL - PHILLIPS	94.52
G/L: 17859208	54270	Invoice # 173729	BLDG MATERIAL - PHILLIPS	59.94
G/L: 17859208	54570	Invoice # 173869	AQ MAINT SUPPLIES - PHILLIPS	45.24
<i>Total invoices ILLCO, INC</i>				5,859.96

IPS WATERSLIDE INC.

G/L: 17859208	53450	Invoice # 172570	DROP SLIDE GEL COATING	7,635.00
G/L: 17859207	53450	Invoice # 173624	GOOSE SLIDE RESURFACING - SPLASH	1,500.00
<i>Total invoices IPS WATERSLIDE INC.</i>				9,135.00

JEFF ELLIS MANAGEMENT, LLC

G/L: 1729308	54680	Invoice # 173685	BEFORE HOURS SWIM LESSONS	4,125.00
<i>Total invoices JEFF ELLIS MANAGEMENT, LLC</i>				4,125.00

LESLIE'S POOLMART, INC

G/L: 17859208	54560	Invoice # 172910	POOL CHEMICALS - PHILLIPS	29.16
G/L: 17859208	54560	Invoice # 172913	POOL CHEMICALS - PHILLIPS	22.67
<i>Total invoices LESLIE'S POOLMART, INC</i>				51.83

MINER ELECTRONICS

G/L: 17859207	53430	Invoice # 172413	RADIO CONTRACT	171.25
G/L: 17859208	53430	Invoice # 172413	RADIO CONTRACT	171.25
<i>Total invoices MINER ELECTRONICS</i>				342.50

NICOR GAS

G/L: 17859207	52000	Invoice # 173045	SPLASH MECHANICAL BLDG 8/9 - 9/7	381.46
G/L: 17859208	52000	Invoice # 173047	PHILLIPS 8/8 - 9/2	370.35
G/L: 17859207	52000	Invoice # 173085	SPLASH CONCESSION 8/9 - 9/7	45.84
G/L: 17859207	52000	Invoice # 173091	SPLASH BATH HOUSE 8/9 - 9/7	113.52
<i>Total invoices NICOR GAS</i>				911.17

OLSSON ROOFING COMPANY, INC

G/L: 17859207	53350	Invoice # 173052	SPLASH ROOF LEAK	631.00
G/L: 17859207	53350	Invoice # 173563	REPAIR ROOF LEAKS ON CONCESSIONS	561.00
<i>Total invoices OLSSON ROOFING COMPANY, INC</i>				1,192.00

ROSS MECHANICAL GROUP, INC

G/L: 17859207	53350	Invoice # 173063	SILO REPAIRS - SPLASH	520.00
<i>Total invoices ROSS MECHANICAL GROUP, INC</i>				520.00

SPRING-GREEN LAWN CARE

G/L: 17859108	53810	Invoice # 173495	TURF/PLANT CARE - PHILLIPS	227.90
G/L: 17859107	53810	Invoice # 173496	TURF/PLANT CARE - SPLASH	331.97
<i>Total invoices SPRING-GREEN LAWN CARE</i>				559.87

THE LIFEGUARD STORE, INC

G/L: 17859207	54570	Invoice # 173558	BUOYS AND POLES - OUTDOOR AQ	271.50
G/L: 17859208	54570	Invoice # 173558	BUOYS AND POLES - OUTDOOR AQ	399.50
<i>Total invoices THE LIFEGUARD STORE, INC</i>				671.00

VERIZON WIRELESS

G/L: 17300007	52030	Invoice # 173151	LINE/DATA SERVICE 8/3 - 9/2	94.63
G/L: 17300008	52030	Invoice # 173151	LINE/DATA SERVICE 8/3 - 9/2	118.38
<i>Total invoices VERIZON WIRELESS</i>				213.01

VONAGE/AMEX

G/L: 17300007	52030	Invoice # 173408	PHONE SERVICE 8/10 - 9/9	76.22
G/L: 17300008	52030	Invoice # 173408	PHONE SERVICE 8/10 - 9/9	78.28
<i>Total invoices VONAGE/AMEX</i>				154.50

WM. F. MEYER COMPANY

G/L: 17859207	54270	Invoice # 173887	BUILDING MATERIAL - SPLASH	210.53
<i>Total invoices WM. F. MEYER COMPANY</i>				210.53

TOTAL INVOICES **\$82,722.78**



TO: Jim Pilmer, Executive Director

FROM: Jaime Ijams, Director of Recreation

DATE: October 8, 2019

RE: Outdoor Aquatic Center Operating Agreement Extension

Jeff Ellis and Associates has provided management services for the Fox Valley Park District outdoor aquatic centers since 2004. The original service agreement provided for Ellis management personnel to oversee day-to-day operations at both outdoor aquatic facilities and facilitate the training of lifeguards and support staff including oversight of safety and aquatic staff administration and communications. The agreement was expanded through an amendment in 2007 with Jeff Ellis Management (JEM) to include the hiring, human resources, and payroll management of aquatic employees incorporating lifeguards, cashiers, and swim instructors as JEM employees. In December 2013, the agreement for outdoor aquatic operations was approved with incremental increases over a three-year period with an additional three-year provision that would extend through the 2018 season. At the December 14, 2015 board meeting, the amendment to the agreement for outdoor aquatics operations was approved for the three-year extension period with the annual management and labor fees remaining flat at the current (2015) rates throughout the extension period. In 2016 the agreement was revised again with adjustments made to remove JEM's responsibility for front line staff, cashiers, and swim instructors. As a result, the annual compensation to JEM initially decreased during the 2017 extension period following a 2% increase in 2018 and an option to renew at the end of the 2019 season.

The District is requesting approval to extend the service agreement between Jeff Ellis Management and Fox Valley Park District to continue providing professional aquatic safety training and supervised lifeguard operations for the Outdoor Aquatic Centers for a period of three years through the end of the 2022 season. The annual compensation (labor and management fees) to JEM provided during the 2020, 2021 and 2022 extension period is proposed to increase to a total budget of \$473,562.32 per year as compared to \$329,108.16 during the 2017, 2018 and 2019 seasons. This substantial increase is primarily due to the increase in the minimum wage over the next three years and is included in the 2020 proposed budget.

I recommend the Aquatics Administrative Board approve the amended service agreement with Jeff Ellis Management, LLC exercising the option to extend the operating agreement for the outdoor aquatic centers for three years (through the 2022 season).

AMENDED SERVICE AGREEMENT
BETWEEN
FOX VALLEY PARK DISTRICT
AND
JEFF ELLIS MANAGEMENT, LLC
DATED October 1, 2019

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THIS AGREEMENT is made the _____ day of October, 2019, BETWEEN the Fox Valley Park District, an Illinois Park District, a special district and unit of local government (hereafter called “the Owner” or “FVPD”), and Jeff Ellis Management, LLC, incorporated in the state of Florida (hereinafter called “the Manager”), for the purpose of managing the Splash Country and Phillips Park Aquatic Centers (sometimes hereinafter referenced collectively as the “Outdoor Aquatic Centers” or “Recreation Facilities” and individually as “Splash Country” or “Phillips Park” aquatic center.

RECITALS

WHEREAS:

- (A) The Owner owns the Outdoor Aquatic Centers and the facilities therein.
- (B) The Manager is in the business of providing managers and training lifeguards and agrees to provide the Owner such Services (as more particularly described in the First Schedule hereto) upon the terms and conditions hereinafter contained.
- (C) The Owner and Manager have agreed to amend and restate that certain agreement dated September 7, 2015, as amended prior hereto.

NOW THEREFORE IT IS HEREBY AGREED as follows:

ARTICLE 1 - INTERPRETATION

In this Agreement where the context so admits the following terms shall have the following meanings:

- 1.1 “Commencement Date”: October 20, 2019
- 1.2 Term: This agreement will end at the conclusion of the 2022 outdoor aquatics season which shall be no later than September 30, 2022.
- 1.3 “Equipment”: the items briefly described in the Second Schedule hereto and any replacements or additions thereto.
- 1.4 “Hours of Operation”: During the months of June, July, August and September each summer of the term:
 - Splash:
 - 10:30 a.m. to 6:00 p.m. Monday – Friday
 - 11:00 a.m. – 6:00 p.m. Saturday and Saturday
 - 10:00 a.m. – 5:00 p.m. Memorial Day and July 4th

- Phillips:
 - 12:00 p.m. – 7:30 p.m. Monday – Friday 1200 p.m. – 7:00 p.m. Saturday and Saturday
 - Open last weekend in May and then open for summer season first weekend in June (both aquatic centers open through the 2nd weekend of August. Phillips remains open weekends only and through Labor Day)
 - 10:00 a.m. – 5:00 p.m. Memorial Day, July 4th and Labor Day
 - Closed after Labor Day

Hours of Operation may be adjusted by mutual agreement of the parties.

Rentals and scheduled events may be held outside of the regular operating hours.

- 1.5 “Management Fee”: the fee paid in accordance with the 2.2.1 below.
- 1.6 “Notice”: notice complying with the terms of 7.6.
- 1.7 “Patrons”: individuals utilizing the facilities offered by the Fox Valley Park District and services provided by The Manager. Said facilities and services are more particularly described in the First Schedule hereto.
- 1.8 “Recreation Facilities”: the outdoor aquatic facilities and amenities owned by the Fox Valley Park District at Splash Country and Phillips Park used for aquatics purposes and more particularly described in the First Schedule hereto.
- 1.9 “Services”: the services provided by the Manager as more particularly described in Article 3 and the First Schedule hereto.

ARTICLE 2 - APPOINTMENT AND PAYMENT OF FEES AND COSTS

- 2.1 The Manager shall provide managers to provide aquatic safety programs in accordance with the Ellis Standard Guidelines per 3.2 hereof, and supervised lifeguard operations of the Outdoor Aquatic Centers.
- 2.2 In consideration of the Services, the Owner agrees to pay the Manager, the following fees: pursuant to the discharge of management services described in this service agreement:

<u>CALENDAR YEAR</u>	<u>COMBINED ANNUAL FEE FOR SPLASH & PHILLIPS</u>
2020	\$473,562.32
2021	\$473,562.32
2022	\$473,562.32

Manager shall bill owner annually in four monthly installments each due on the first day of the following months: May, June, July and August, respectively, with the first installment beginning on May 1, 2020 and continuing thereafter until August 2022. The monthly installments shall total \$118,390.58 annually for both Phillips and Splash combined. Should regular operating hours and/or the length of the season be revised, the compensation budget contemplated herein shall be adjusted on a prorated hourly/daily rate to reflect the change. Each month, by the 10th day following the prior month end, the Manager shall submit to Owner a reconciliation establishing whether the budgeted amount was in excess of the actual expenditures, including a payroll summary listing total number of hours worked and paid at each location and by each job position classification.

In the event of a Minimum Wage increase passed by Federal, State, or Local government the labor amount found in Article 2, section 2.2 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).

In the event of emergency or change in the District workforce, the Manager may request to add performance of aquatic facility pool maintenance functions (i.e. testing, monitoring, etc.) through an addendum to this Agreement, the specific terms of which shall be subject to the mutual agreement of the parties.

2.3 Fox Valley Park District Program Pricing

Manager will bill Owner directly for any labor provided for Park District swim lessons or programs that are scheduled and held before or after regular hours of operation, as defined in Article 1, section 1.4. Program staff pricing rates for seasons 2020, 2021 and 2022 are:

Splash Country:

- Main Pool - \$60 per hour
- Lazy River - \$90 per hour
- Plunge Pool - \$18 per hour

Phillips Park:

- Main Pool - \$60 per hour
- Deep Well - \$18 per hour
- Plunge Pool - \$18 per hour

2.4 After Hour Events/Rentals

Manager will bill Owner directly for rentals and events that are scheduled and held outside of the regular operating hours of the aquatic centers such as for corporate or family outings and picnics. After hour rates for seasons 2020, 2021, and 2022 for Splash Country and Phillips Park are the following for staffing the entire center with all amenities in progress and per event or rental:

<u>CALENDAR YEAR</u>	<u>FEES FOR PHILLIPS</u>	<u>FEES FOR SPLASH</u>
2020	\$ 244.00	\$ 291.00
2021	\$ 268.00	\$320.00
2022	\$ 291.00	\$348.00

ARTICLE 3 - MANAGER'S OBLIGATIONS

In consideration of payment by the Owner to the Manager, the Manager shall, from the Commencement Date throughout the Term of this Agreement, do or cause the following to be done:

3.1 Services to be provided by the Manager

Manager will provide the following professional services for the client's Recreation Facilities' aquatic facilities (and only aquatic-related activities and areas within the facility):

- 3.1.1 Provide professional aquatic safety training for all Recreation Facilities lifeguard employees in the National Pool and Waterpark Lifeguard Training Program to assure maximum safety/protection for swimmers who frequent Recreation Facilities aquatic attractions/facilities.
- 3.1.2 Client has the option to utilize professional aquatic safety training for all swimming instructors in the Jeff Ellis Swimming Program to assure all Recreation Facilities swimming classes meet the highest quality industry standards.
- 3.1.3 Schedule and administer private attraction/facility rentals for families and other groups that are coordinated into regularly scheduled activities to maximize use of all Recreation Facilities aquatic attractions/facilities and increase overall sales revenue for the Recreation Facilities.
- 3.1.4 Operate, maintain, and provide the necessary training of lifeguards to ensure safety at the Recreation Facilities during the Hours of Operation for the benefit and enjoyment of the Patrons to the reasonable satisfaction of the Owner.

3.2 Manager's Employees. Manager shall perform the following functions, in addition to the functions set forth in Schedule 1 hereto:

- 3.2.1 Manager shall hire such necessary lifeguards, coordinators, supervisors, managers, team leaders and other employees hired to perform aquatic operations (collectively, "Aquatic Operations Employees") as are required to adequately staff the Facilities during all presently scheduled operating hours. The parties note that Aquatic Operations Employees will continue to clean locker rooms, empty trash containers, perform general deck and entryway cleaning, and conduct parking lot litter pick up. Other than park/facility maintenance functions, these positions shall be staffed by Manager through employees of Manager hired for this purpose. All such employees shall be employed by the Manager and expressly shall not be employees of Owner notwithstanding any other provisions herein contained. Manager, at its sole expense, shall conduct appropriate background checks regarding the employees sought to be hired by Manager for the positions contemplated hereunder and all other staffed positions for which Manager is responsible under the Agreements. Manager shall ensure that no employee is hired by Manager who is determined through the background check to have an unacceptable prior history of criminal acts or other involvement in improper activities, which, in accordance with

Illinois Park District Code Section 8-23 would disqualify such person from employment by a park district. Owner shall advise Manager from time to time of any other standards adopted by Owner and applicable to employees of Owner and Manager shall apply such standards to all employees of Manager employed at the Facilities. Manager shall adequately staff the positions for Aquatic Operations Employees to permit uninterrupted operations at the Facilities. For the purposes of this service agreement the Manager agrees to provide management personnel to administer and manage the day to day operations for the aquatic operations at the Outdoor Aquatic Centers.

- 3.2.2 Employ and pay sufficient supervisory staff in order to provide the Recreation Services to the reasonable satisfaction of the Owner.
- 3.2.3 The Manager shall train and license all safety employees in the National Pool and Waterpark Lifeguard Training Program and/or Jeff Ellis Swimming Program. This group of employees includes attendants, lifeguards, lifeguard supervisors, first aid personnel and duty managers employed by it.
- 3.2.4 Ensure that all persons employed by it in connection with the provisions of the services shall be efficient, not under the influence of alcohol or drugs, and honest and shall be suitably qualified to provide the Services, including (but without limiting the foregoing) qualified in the administration of First Aid, including Cardio Pulmonary Resuscitation.
- 3.2.5 Ensure that the Manager's Employees undergo such training as may be necessary to enable them to carry out their respective duties in accordance with this Agreement and to provide safe, pleasant, courteous and conscientious service to the Patrons, residents of and visitors to the aquatic facilities and shall also comply with the Owner's behavior management policies in effect. Owner will provide meetings for police/staff orientation, ERP training and weekly or bi-weekly meetings throughout the season.
- 3.2.6 Provide adequate supervision and coordination of the Manager's employees and ensure that the Manager's employees shall abide by the rules, regulations and guidelines set from time to time by the Owner, and the Manager will not employ or shall cease to employ any person to whose employment reasonable objection is taken by the Owner.
- 3.2.7 Ensure that the Manager's employees on duty are dressed in proper uniform and carry an identification badge as shall be approved by the Owner from time to time. The uniform shall be supplied and maintained by the Manager.
- 3.2.8 The Owner requires the Manager to provide aquatic safety, operational, instructional, general sanitation and risk management services for day to day operation of Outdoor Aquatic Centers.

- 3.2.9 The Manager shall provide day to day scheduling and supervision for all attendants, lifeguards, lifeguard supervisors, first aid personnel and duty managers employed by the Owner.
- 3.2.10 The Manager agrees to conduct and supervise all in-service safety training sessions for its employees. All employees are required to attend a minimum of four (4) hours of in-service training per month. The Manager agrees to create and maintain records of said training as and Manager will provide Owner copies of said documentation.
- 3.2.11 The Manager agrees to provide supervision of the employees consistent with the published guidelines and employment practices of the Owner.
- 3.2.12 Manager agrees to designate a liaison representative to comply with meeting requests submitted by the Owner on a weekly basis.

3.3 **Delegation**

The Manager may not delegate any duties or obligations arising under this Agreement, except as may be expressly permitted by its terms or agreed upon in writing by the Owner.

3.4 **Day To Day Operations**

- 3.4.1 The Manager shall assign one of its professional managers to service day to day operations as directed by the Owner and during all hours of operation.
- 3.4.2 The Owner and the Manager agree that day to day operations for the Recreation Facilities aquatic facilities remain the exclusive responsibility of the Manager.

3.5 **Use of the Recreation Facilities**

Follow and implement any policies or regulations of the Owner from time to time in force regarding the use of the Recreation Facilities to which the Services relate, and to use its own best efforts to ensure the safety of the Patrons when using the Recreation Facilities, including (but without limitation) ensuring that during the Hours of Operation are adequately supervised in accordance with the provisions of the Illinois Swimming Pool Code and Bathing Beach Code, and furnished with any necessary medical, rescue and safety equipment in order to comply with these obligations.

3.6 **Maintenance Standards**

Keep the Recreation Facilities aquatic areas in a clean and well-maintained condition, subject to the reasonable satisfaction of the Owner.

- 3.6.1 The Owner agrees to be responsible for the physical maintenance for operating purposes: chemical balancing, pump repair, and other related functions.

- 3.6.2 The Manager agrees to assume responsibility for day to day general sanitation for the aquatic areas. This includes general cleaning of pool decks, locker rooms, eating areas, trash maintenance and to perform other general sanitation tasks as requested by the Owner and as further set forth in Schedule 2, attached hereto.

3.7 **Authorized use of the Recreation Facilities**

The Manager is offered use of the Indoor Facilities for the training of its employees during the entire Term of the Agreement.

3.8 **Nuisance**

Not allow, permit or suffer to be done by the Manager's employees at the Recreation Facilities or any part thereof anything which may be or become a nuisance or annoyance, or which could cause damage to the Owner and any property of the Owner, provided that the performance of the Recreation Services as outlined in the First Schedule shall not be deemed to be a contravention of this provision.

3.9 **Indemnity**

The Manager, Jeff Ellis, agrees to indemnify and hold harmless the Owner, its officers, employees, and officials, (and at the Owner's discretion the Manager will provide defense or pay for legal counsel selected by the Owner to represent the Owner and its officers, officials, and employees) for, from and against all claims, actions, or causes of actions, losses, damages, liabilities, costs and expenses, including costs, reasonable attorneys' and paralegals' fees, and fees of experts, claimed against, imposed on or incurred by the Owner in connection with any and all loss of life, bodily injury and damage to property which arises, relates, or pertains to, directly or indirectly, the Manager's acts or omissions (including negligent acts or omissions) pertaining to the Manager's performance pursuant to this Agreement, with respect to the Manager's performance of the Recreation Aquatic Management Services as identified in the First Schedule, and the use of the tools, equipment and materials as identified in the Second Schedule. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the Owner. Nothing in this Agreement shall be construed to inure to the benefit of any third party or as consent by the Owner to be sued by third parties in any matter arising out of this Agreement or any other contract.

3.10 **Insurance**

The Manager shall procure and maintain for the duration of and in full compliance with the contract insurance against claims for injuries to persons and damage to property which may arise from its performance under this Agreement in connection with the delivery and supply of the tools, equipment and materials identified in the Second Schedule, and in its performance of its duties concerning the Recreation Services as identified in the First Schedule with the Owner as an additional insured, the Owner's agents, representatives, officers and employees. The cost of such insurance shall be borne by the Manager.

3.10.1 Minimum Scope of Insurance.

- A. Commercial General Liability, including:
 - 1. Premises and Operations.
 - 2. Products and Completed Operations Coverage.
 - 3. Blanket Contractual Liability Coverage, (see Hold Harmless Agreement below).
 - 4. Independent Contractors.
 - 5. Broad Form Property Damage.
 - 6. Personal Injury Liability.
 - 7. Fire Legal Liability Coverage.
 - 8. Incidental Medical Malpractice Coverage.
- B. Automobile Liability Insurance, including:
 - 1. Owned Automobiles.
 - 2. Non-owned Automobiles.
 - 3. Hired Automobiles.
- C. Workers' Compensation Insurance.
- D. Employer's Liability Insurance.

3.10.2 Minimum Limits of Insurance.

- A. Commercial General Liability: \$5,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage.
- B. Automobile Liability: \$300,000 combined single limit per occurrence for bodily injury and property damage arising from the operations of all owned automobiles, non-owned automobiles and hired automobiles.
- C. Workers' Compensation: Workers' Compensation insurance as required by the State of Illinois.
- D. Employer's Liability: \$1,000,000 limit per occurrence; \$1,000,000 annual aggregate for disease; and, \$1,000,000 limit for disease of an individual employee.

3.10.3 Deductibles and Self-Insured Retentions

- A. Deductibles/Self-Insurance Retentions Defined: All deductibles and self-insured retentions must be shown clearly on the Certificates of Insurance and approved by the Owner.

3.10.4 Other Insurance Provisions

All insurance policies shall contain the following provisions:

- A. Additional Insured and Certificate Holder clause: All insurance shall include as Additional Insured and Certificate Holder the Owner. There are not to be any special limitations on the protection being provided to the Owner, its officials, officers, employees or volunteers.
- B. Manager's Insurance is Primary: The Manager's insurance coverages shall be primary insurance with respect to the Owner's, its officials', officers', employees', and volunteers' insurances. Any insurance and self-insurance maintained by the Owner, its officials, officers, employees, or volunteers shall be excess of the Manager's insurances and shall not contribute with it.
- C. Coverage Guaranteed: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, officials, employees or volunteers.
- D. Occurrence Basis: The Manager's insurances shall be on an occurrence basis as opposed to a claims-made basis.
- E. 30 Days Notice:
 - 1. The following clause shall be included in all policies: This policy shall not be suspended, voided, or cancelled by Manager, or a reduction or revision in coverage or limits of coverage except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the Owner.
- F. Separation of Insured:
 - 1. The definition of insured shall read as follows: The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability. The company, in this context, is the Manager's insurance company. If no such definition of the insured is quoted in the insurance, the Manager must provide "Cross Liability Clause" or "Severability of Interests Clause" endorsements for all liability insurances.

3.10.5 Acceptability of Insurance Company.

- A. Best Rating: Insurance coverage must be with a company with a Best's Rating A.VII or better.
- B. Illinois State Licensed: All insurance policies and bonds herein required of the Manager shall be written by a company authorized and licensed to do insurance business in the State of Illinois and be executed by agents licensed as agents by the State of Illinois.

3.10.6 Verification of Coverage

- A. Certificates and Endorsements Provided: The Manager shall furnish the Owner with a Certificate of Insurance with original endorsements affecting coverage. The certificates and endorsements must be received and approved before any services can commence.
- B. Authorized Signatures: The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
- C. Coverage Continuation: Insurance coverage required in these specifications shall be in force throughout the Agreement. Should the Manager fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Agreement, the Owner shall have the right to consider the Agreement breached and justifying termination thereof. If coverage on the Certificates of Insurance is shown to expire prior to the end of the Agreement, the Manager shall furnish Certificates of Insurance evidencing renewal of such coverage to the Owner.

3.10.7 Limited Contractual Relationship

This Agreement shall not be construed as creating any contractual relationship between any of the Manager's contractors and the Owner. The Manager shall be as fully responsible to the Owner for acts and omissions of all of the Manager's contractors and of all persons employed by the contractors, as the Manager is pursuant to this Agreement to Owner for acts and omissions of persons directly employed by the Manager.

3.11 Statutory Requirements and Licenses

The Manager shall ensure that all statutory or other regulatory provisions and requirements necessary in order to provide the Services shall be complied with, including but not limited to the Illinois Swimming Pool Code and Bathing Beach Code, any applicable business or other licenses, and shall produce evidence of such compliance to the Owner upon request. Furthermore, the Manager, is to ensure that all lifeguards have their appropriate licenses. The Owner will ensure that the Fox Valley Park District has their county and state permits to operate the Recreation Facilities.

3.12 Services restricted to designated areas

The Manager is to carry out the Recreation Services as outlined in the First Schedule only from the designated Recreation Facilities, unless otherwise authorized by the prior written consent of the Owner.

3.13 **No alteration**

The Manager agrees not to alter the Recreation Facilities, as outlined in the First Schedule, or any part thereof, without the prior written consent of the Owner.

3.14 **Notification**

The Manager agrees at all times to consult with the Owner and keep the Owner fully informed as to all matters within the contemplation of the Agreement, including but not exclusively the following situations: immediately informing the Owner of any incident of injury caused to the person or property of a Patron at the Recreation Facilities; immediately informing the Owner of any material defect at the Recreation Facilities; and, immediately informing the Owner of any complaints of Patrons which cannot be resolved in a timely manner by the Manager.

3.15 **Notice**

The Manager must comply with the terms of any Notice from the Owner specifying a breach of any of the provisions of this Agreement and requiring the breach to be remedied, provided however that if Manager feels there has not been a breach, Manager will be provided one week to notify the Owner before being required to remedy the breach.

ARTICLE 4 - OWNER'S OBLIGATIONS

In consideration of the Services to be rendered by the Manager under this Agreement, the Owner agrees:

4.1 **Owner**

4.1.1 The Owner agrees to designate a liaison representative to routinely meet with the Manager's management team to facilitate and enhance communication between both parties to this agreement.

4.2 **License to Enter the Recreation Facilities**

The Owner agrees to permit the Manager, and the Manager's Employees, to have full non-exclusive license and liberty to enter upon and use the area of the Recreation Facilities, for the purpose of fulfilling its obligations under this Agreement.

4.3 **Access to and from the Recreation Facilities**

4.3.1 The Owner agrees to permit the Manager's Employees, if and so far as shall be necessary for the carriage of goods and other material and for the purpose of providing the Aquatic Services under this Agreement, to have full and free ingress and egress to and from the Recreation Facilities with hand carts and other vehicles.

4.3.2 At all times, the Owner assumes overall responsibility for managing main entrance and exit areas, attending to guest relations concerns, and dealing with media relations pursuant to the day to day operations.

4.4 **Administration Office**

The Owner agrees to provide reasonable office and desk space in the Recreation Facilities and will provide office supplies for the use by the professional managers to serve as the Manager's on-site administration office. Such office shall be served with electricity, and local telephone services.

4.5 **Supply of Tools, Equipment and Materials**

The Owner agrees to provide an adequate supply of the tools, all equipment (with the exception of lifeguard equipment, cleaning supplies, chemicals, other general cleaning items and materials listed in the Second Schedule hereto and to keep the same in good repair and condition at no cost to the manager.

4.6 **Delivery of Tools, Equipment and Materials**

The Owner agrees to deliver the tools, equipment and materials to the Recreation Facilities as required

4.7 **Signage**

The Owner agrees to erect and maintain safety and identification signage as the parties shall mutually agree with regard to the Recreation Services and Recreation Facilities outlined in the First Schedule.

4.8 **Identification Badges**

The Manager agrees to supply identification badges showing the first names of each of the Manager's Employees as necessary.

4.9 **Patron Lists**

The Owner agrees to provide the Manager with a list of Members, or other persons who are granted access to the Recreation Facilities by the Owner, along with such other information as may be necessary from time to time to identify the persons to whom the Recreation Facilities are available.

4.10 **Parking**

The Owner agrees to provide the Manager's Employees with parking spaces or parking areas when on duty at the Recreation Facilities. On occasion during special events and uses of the Recreation Facilities, and for the convenience of our customers, employees may be required to park off-site in designated areas.

4.11 **Security**

The Owner agrees to have its Park Police personnel provide such assistance to the Manager and the Manager's Employees as may be reasonably required in the course of the Manager's performance of the Recreation Facilities herein contracted for.

4.12 **Exclusivity**

The Owner agrees to not provide or permit or suffer any other person or entity to provide any of the Manager's Recreation Services at the Recreation Facilities, except as already contracted, offered, or mutually agreed upon.

4.13 **Payments**

The Owner agrees to pay the Management Fee to the Manager in accordance with Article 2 above.

ARTICLE 5 - OPTION

5.1 **Option to renew**

The Owner and Manager agree to extend the Term of this Agreement upon mutual agreement after an evaluation at the end of the season for a further period of Three (3) years, commencing on the day following the expiration of the Term, provided that the Manager:

- 5.1.1 Has observed and performed its obligations under this Agreement throughout the Term to the reasonable satisfaction of the Owner; and
- 5.1.2 Requests such extension not later than Three (3) months before the expiration of the Term.

Any such extension of the Term shall be upon the same terms and conditions as this Agreement. The annual management and compensation fees may be adjusted as part of the renewal and agreed upon by both parties.

ARTICLE 6 - TERMINATION

6.1 **Time or Notice**

This Agreement shall terminate at the expiration of the Term.

6.2 **Fundamental Breach**

This Agreement shall terminate upon the occurrence of any of the following events:

- 6.2.1 Failure by the Owner to make the payment of any sums due to the Manager under this Agreement for a period of Ninety (90) days after such sums becoming due.
- 6.2.2 In the case of a breach other than with regard to the payment of sums due under this Agreement, failure by either party to comply with a Notice of a breach requiring rectification of such breach within Twenty-one (21) days.
- 6.2.3 Notwithstanding the foregoing, upon the expiration of Twenty-one (21) days from a Notice by the Owner to the Manager notifying the Manager that it has not performed its duties and obligations hereunder to the reasonable satisfaction of the Owner.

6.3 **Insolvency**

This Agreement shall terminate if either party shall go into either compulsory or voluntary liquidation (save for the purpose of reconstruction or amalgamation), or if a receiver is appointed in respect of the whole or any part of their respective assets and undertakings, or if either party makes, or threatens to make, an assignment for the benefit of or composition with its creditors.

ARTICLE 7 - MISCELLANEOUS

7.1 **Warranty**

Each of the parties warrants its power to enter into this Agreement and has obtained the necessary approvals to do so.

7.2 **Receipt**

The receipt of money by either of the parties shall not prevent either of them from questioning the correctness of any statement in respect of such money.

7.3 **Force Majeure**

The parties hereto shall be released from their respective obligations in the event that a national emergency, a war, any trade dispute, any prohibitive governmental regulation or any other cause beyond the reasonable control of the parties, or either of them, renders the performance of this Agreement impossible; whereupon all money due through the date of the event culminating in a Force Majeure under this Agreement shall be paid within Sixty (60) days, and each party shall be liable to pay to the other damages for any breach of the Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement. In the event that this Agreement cannot be performed, or its obligations fulfilled for any reason under this Article 7.3 for a continuous period of Sixty (60) days, then the non-defaulting party may at its discretion terminate this Agreement by notice in writing to the other party at the end of that period.

7.4 **Severance**

If any term or provision in this Agreement shall, in whole or in part, be held to any extent to be illegal or unenforceable under any enactment or rule of law, then that term or provision or part shall to that extent be deemed not to form a part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

7.5 Whole Agreement

The parties hereto acknowledge that this Agreement contains the whole agreement between the parties and that such Agreement supersedes and encompasses any oral or prior written representations or agreements made by the other party or its employees or agents and have made their own independent investigations into all matters relevant to it.

7.6 Notices

Any Notice required to be given by either party to the other shall be in writing and shall be served by sending the same by pre-paid first class post, telex or facsimile transmission, or by delivering the same by hand to the following addresses:

- 7.6.1 If delivered by hand at the time of such delivery;
- 7.6.2 If sent through the U.S. mail, on the fifth day after the date of mailing; and in proving service it shall be sufficient to prove, in the case of a letter, that such letter was properly delivered or stamped, addressed, and placed in the mail (as the case may be); and
- 7.6.3 If sent by telex or facsimile transmission or email, at the time of transmission; and in proving service, it shall be sufficient to prove that such telex or facsimile email was duly dispatched to a current telex or telecopy number of the addressee for the said address for service.
- 7.6.4.

Fox Valley Park District Attn: Jim Pilmer Executive Director 101 W. Illinois Ave. Aurora, IL 60506	Jeff Ellis Management, LLC Jeff Ellis President 11732 Delwick Drive Windermere, FL 34786
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7.7 Headings

The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

7.8 Joint and Several

All agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several; and all words or terms used in this Agreement, regardless of the

number or gender in which they are used, shall be deemed to include any other number and any other gender as the context may require.

7.9 Assignment

Neither party shall have the right to assign or sub-contract their respective rights and obligations under this Agreement without the prior written approval of the other.

7.10 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue is established in Kane County.

7.11 Rights Cumulative

All rights granted to either of the parties shall be cumulative, and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available as part of it.

7.12 Waiver

The failure by either party to enforce, at any time or for any period, any one or more of the terms or conditions of this Agreement, shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

7.13 Status of Manager

7.13.1 During the Term of this Agreement the Manager shall be an independent contractor and not the agent or employee of the Owner.

7.13.2 In such capacity, the Manager will bear exclusive responsibility for the payment of the remuneration and any insurance contributions in respect of the Manager's Employees.

7.13.3 The parties are not partners or joint ventured; nor is the Manager or the Manager's Employees to act as the agent of the Owner.

7.14 Costs

Each of the parties shall pay any costs and expenses incurred by it in connection with this Agreement.

7.15 Third Party Beneficiaries

This agreement is made between the parties hereto and there is no intended third-party beneficiary of this agreement, nor shall any term hereof be construed to infer that this Agreement was intended to create or grant rights to any person or entity which is not expressly made a party hereto.

[Signature page to follow]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered by an authorized officer, all as of the date and year first above written.

Fox Valley Park District

By: _____
Jim Pilmer, Executive Director

By: _____
Chuck Anderson, Board President

Jeff Ellis Management, LLC

By: _____
Jeff Ellis, President

First Schedule

RECREATION SERVICES

Provide the following specific Services at the Recreation Sites in addition to the Article 3 Services of the Service Agreement to which this Schedule is attached:

1. **Lifeguard Services:**

Manage the aquatic safety of the Patrons of the Fox Valley Park District Outdoor Aquatic Centers.

- 1.1 Ensure that all Lifeguards and Supervisors are fully trained and licensed through Jeff Ellis & Associates' National Pool & Water Parks Lifeguard Training Program.
- 1.2 Open and close aquatic areas, perform and document daily visual inspections of the same areas for safety concerns.
- 1.3 Immediately report safety concerns to the District Liaison and/or /Safety Coordinator or their designee, and, if necessary, close facility until concerns are addressed.
- 1.4 Ensure availability of, and maintain, safety equipment.
- 1.5 Monitor guest conduct in same aquatic areas, as per agreed manpower levels. The District will have a guest relations manager that will confer with the Ellis Aquatics managers on guest conduct.
- 1.6 Correct any guest misconduct an/or respond to aquatic incidents,
- 1.7 Ensure that all lifeguard operations adhere to the standards of Fox Valley Park District and Jeff Ellis & Associates, and the Illinois Swimming Pool and Bathing Beach Code.
- 1.8 Compile and file Incident Reports as and when necessary.
- 1.9 Maintain records of all aquatic rescues for future use.

2. **Pool Deck Services**

- 2.1 Maintain basic cleanliness of pool, deck and all other Recreation Facilities which are a part of this Agreement.
- 2.2 Report to Owner any facility repair or maintenance issues.
- 2.3 Enhanced aquatic programs, including swim lessons, rentals, special events, aquatic wellness, lifeguard training, and other traditional aquatic recreational services.

RECREATION FACILITIES**1. Splash Country Aquatic Center**

- 1.1 Six-lane zero-depth pool with children's play features
- 1.2 Second-largest lazy river in Illinois, with 1,100 feet winding through dumping buckets, sprayers, jets and a bubbling rapids
- 1.3 One winding, enclosed tube/flume slide
- 1.4 One winding, open tube/flume slide
- 1.5 Enclosed kid-friendly area with spray guns, waterfall and other interactive features for kids under 48 inches tall
- 1.6 Two regulation sand volleyball courts
- 1.7 Concession/Vending area with umbrella tables
- 1.8 Turf/sand play area with seating and shade
- 1.9 Lap-lane swimming at designated times
- 1.10 Lifeguard/First Aid Offices
- 1.11 Locker Rooms
- 1.12 Additional amenities added to the Recreation Facilities during the Term hereof.

2. Phillips Park Aquatic Center

- 2.1 Zero-depth walk-in entry leisure pool
- 2.2 Two drop-off slides into a plunge pool
- 2.3 One twisting enclosed body flume/slide
- 2.4 Two winding body flume/slides
- 2.5 Kid-friendly areas with spray guns, waterfall and small slide.
- 2.6 Two regulation sand volleyball courts
- 2.7 Concession/Vending area with umbrella tables
- 2.8 A sand play area with seating and shade
- 2.9 Lap-lane swimming at designated times
- 2.10 Additional amenities added to the Recreation Facilities during the Term hereof.

Second Schedule**TOOLS, EQUIPMENT AND MATERIALS****Lifeguard Supplies (Owner Supplied)**

Fox Valley Park District to provide the following items, with the input of the Manager. Cost and supply of the following tools, equipment and materials:

Inflatable tubes
 Whistles and lanyards
 CPR masks
 Latex gloves
 Hip packs
 First aid supplies
 Rescue tubes
 Rescue reels
 Oxygen systems
 Vac system
 Lifeguard chairs
 Spinal backboards
 Safety flags
 Wheelchairs
 Goggles
 Blow horns
 Binoculars
 Radios
 First aid supplies

Other Supplies (Owner furnished)

Cost and supply of the following tools, equipment and materials:

Deck Chairs
 Basic Lounge chairs
 Cleaning materials
 Custodial Supplies
 Locker room supplies
 Storage areas



TO: Jim Pilmer, Executive Director

FROM: Jaime Ijams, Director of Recreation

DATE: October 8, 2019

RE: 2020 Outdoor Aquatics Budget Approval Memo

A draft of the proposed 2020 fiscal year aquatic budget will be provided for approval at the October Aquatic Board Meeting. The 2020 budget was presented and discussed at the September 10, 2019 meeting.

The proposed budget reflects a conservative revenue target consistent with the 2018 and 2019 operating season given continued weather uncertainties. The budget proposal reflects an overall expense increase of 6% which includes employee costs, contractual management and lifeguard services, utilities, maintenance and repair items and capital outlay. The net loss for 2020 is proposed to be \$885,793 and is shared equally between the District and the City of Aurora.

Large expenditures for maintenance and repair, professional services, materials and supplies, and capital outlay are itemized as an additional attachment.



Aquatic Administrative Board

2020 Meeting Schedule

The Aquatic Administrative Board meetings are held seasonally on the **second Tuesday of the month at 8:00 a.m.** unless otherwise indicated.*

The location of the meetings is at the Fox Valley Park District's **Cole Center Administration Office**, 101 W. Illinois Avenue, Aurora, unless otherwise indicated.**

Meeting agendas and minutes are posted on the Fox Valley Park District website according to the Open Meetings Act at **www.foxvalleyparkdistrict.org**.

Call 630-897-0516 for additional meeting information.

- May 12 @ Cole-Audit Approval
- June 9 @ Phillips Park Family Aquatic Center**
- July 14 @ Splash Country Water Park**
- September 15 @ Cole-Season Wrap-up & Budget Review*
- October 20 @ Cole-Budget Approval*