

VILLAGE OF BRADLEY

RESOLUTION NO. R-12-24-03

AGREEMENT WITH AMERICAN RESORT MANAGEMENT, LLC TO PROVIDE DESIGN,
CONSTRUCTION & PRE-OPENING CONSULTING SERVICES FOR THE BRADLEY
INDOOR WATERPARK

ADOPTED BY THE
BOARD OF TRUSTEES OF THE
VILLAGE OF BRADLEY

THIS 23rd DAY OF December, 2024

Published in pamphlet form by the authority of the Board of Trustees of the Village of Bradley,
Kankakee County, Illinois this 23rd day of December, 2024.

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**AGREEMENT WITH AMERICAN RESORT MANAGEMENT, LLC TO PROVIDE DESIGN,
CONSTRUCTION & PRE-OPENING CONSULTING SERVICES FOR THE BRADLEY
INDOOR WATERPARK**

WHEREAS, the Village of Bradley is not a home rule municipality within Article VII, Section 6A of the Illinois Constitution and, pursuant to the powers granted to it under 65 ILCS 5/1-1 et seq.; and,

WHEREAS, Village Staff reviewed qualifications of American Resort Management, LLC and;

WHEREAS, American Resort Management, LLC has specialized experience working on municipal projects; and

WHEREAS, the Corporate Authorities of the Village have determined that the Village has an existing and satisfactory relationship with American Resort Management, LLC; and

WHEREAS, the Village Board has determined that it is in the best public interest to enter into a contract not to exceed three hundred seventy-five thousand dollars and 00/100 (\$375,000.00) plus reimbursable expenses with American Resort Management, LLC to provide design, construction & pre-opening services for the Village of Bradley indoor waterpark; and

WHEREAS, the Village Board finds that this Resolution protects and promotes public welfare, safety, health and morals.

NOW THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF BRADLEY, KANKAKEE COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY AUTHORITY, AS FOLLOWS:

SECTION 1. DESIGN, CONSTRUCTION & PRE-OPENING AUTHORIZED

The Village President is authorized and directed to execute an agreement with American Resort Management, LLC to provide design, construction and pre-opening services for the Bradley indoor waterpark in accordance with the scope of services as Exhibit A, subject to such modifications as shall be acceptable to him. The Village President shall further be authorized and directed to execute any related or supplemental documents, including approval of scopes of work, project timelines or revisions thereto, or related documents. The Village President shall further be authorized to execute agreements relating to supplemental work from American Resort Management, LLC provided that the total cost authorized for project purchase and implementation shall not exceed three hundred seventy five thousand dollars and 00/100 (\$375,000.00) plus reimbursable expenses.

SECTION 2. The Corporate Authorities hereby find that all of the recitals contained in the preamble to this Resolution are true, correct, and complete and are hereby incorporated by reference hereto and made a part hereof.

SECTION 3. The Corporate Authorities of the Village hereby declare that the terms and provisions of the Agreement, attached hereto as Exhibit A and fully incorporated herein, are reasonable and acceptable to the Village and that said Agreement is hereby approved in form and substance.

SECTION 4. In the event that any provision or provisions, portion or portions, or clause or clauses of this Resolution shall be declared to be invalid or unenforceable by a Court of competent jurisdiction, such adjudication shall in no way affect or impair the validity or enforceability of any of the remaining provisions, portions, or clauses of this Resolution that may be given effect without such invalid or unenforceable provision or provisions, portion or portions, or clause or clauses.

SECTION 5. All ordinances, resolutions, motions, or parts thereof, conflicting with any of the provisions of this Resolution, are hereby repealed to the extent of the conflict.

SECTION 6. The Village Clerk is hereby directed to publish this Resolution in pamphlet form.

SECTION 7. This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form as provided by law.

PASSED by the Board of Trustees on a roll call vote on the 23rd day of December, 2024.

TRUSTEES:

RYAN LEBRAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN BILLINGSLEY	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
DARREN WESTPHAL	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
BRIAN TIERI	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GRANT D. VANDENHOUT	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>
GENE JORDAN	Aye - <input checked="" type="checkbox"/>	Nay - <input type="checkbox"/>	Absent - <input type="checkbox"/>

VILLAGE PRESIDENT:

MICHAEL WATSON Aye - Nay - Absent - Non-voting

TOTALS: Aye - 6 Nay - 0 Absent - 0

ATTEST:



KEELI BRZA,
VILLAGE CLERK

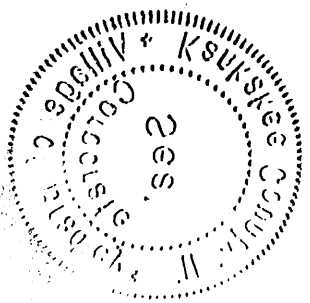
APPROVED this 23rd day of December, 2024.



Michael Watson
MICHAEL WATSON,
VILLAGE PRESIDENT

ATTEST: Kelli Brza
KELLI BRZA,
VILLAGE CLERK





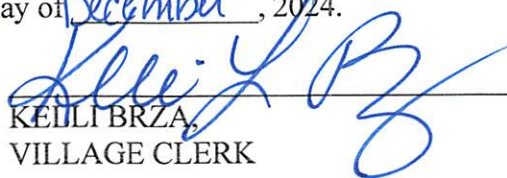
Handwritten text, possibly a signature or date, written vertically on the left side of the page.

STATE OF ILLINOIS)
)
COUNTY OF KANKAKEE) §§

I, KELLI BRZA Village Clerk for the Village of Bradley, County of Kankakee and State of Illinois, DO HEREBY CERTIFY that the attached is a true, perfect, and complete copy of Resolution number R-12-24-03, “AGREEMENT WITH AMERICAN RESORT MANAGEMENT, LLC TO PROVIDE DESIGN, CONSTRUCTION & PRE-OPENING CONSULTING SERVICES FOR THE BRADLEY INDOOR WATERPARK” which was adopted by the Village President and Board of Trustees at a meeting held on the 23rd day of December, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand in the Village of Bradley, County of Kankakee and State of Illinois, on this 23rd day of December, 2024.





KELLI BRZA,
VILLAGE CLERK

EXHIBT A

WATER PARK

DESIGN AND CONSTRUCTION CONSULTING AGREEMENT

THIS CONSULTING AND CONFIDENTIALITY AGREEMENT (“Agreement”) is made, effective as of **INSERT DATE** (“Effective Date”), by and between **AMERICAN RESORT MANAGEMENT, LLC**, a Pennsylvania limited liability company (“ARM”), and **VILLAGE OF BRADLEY ILLINOIS** (“City”).

WHEREAS, ARM has expertise in the area of water park resort project development and facilities management and desires to provide consulting services related to such expertise;

WHEREAS, City desires to develop an indoor water park project (the “Water Park Project”) located in Village Of Bradley, Illinois;

WHEREAS, City desires to engage the consulting services of ARM to assist in the planning phase of the Water Park Project as described above, in the event that City is successful in securing a suitable location, financing, needed infrastructure, and other governmental formalities for the Water Park Project;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises between the parties hereto, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

- 1. Engagement.** City hereby engages ARM to provide consulting, expertise, and assistance in the areas of water park resort project development and management in connection with the Water Park Project.
- 2. Services.** The consulting services provided under this Agreement (“Services”) shall assist the City in programming, design assistance regarding structures, systems, equipment, materials, and fixture selections, and preparing the needed infrastructure for the Water Park Project. ARM shall perform various services pursuant to this Agreement, including, but not limited to the items in “Attachment I”. Other services may be performed by ARM pursuant to this Agreement as mutually determined by the parties hereto from time to time, in writing, and in which case they shall become part of the Services.
- 3. Compensation.** The City shall pay unto ARM monthly fees (the “Fee”) for providing the aforesaid Services hereunder during the Term as set forth below.
 - A monthly flat Fee of \$12,500 per month (DESIGN/BUILD FEE), starting on the Effective Date and continuing until the date that is 6 months before opening.
 - Beginning 6 months before opening, a monthly flat Fee of \$25,000 per month (PREOPENING) until opening.
 - Upon the expiration of the Term or if this Agreement is rightfully terminated pursuant to Section 7, then the City’s obligation to continue to pay Fees ceases upon such termination.
- 4. Management Agreement.** Effective upon opening, a management fee may be negotiated between the Parties pursuant to a separate Management Services Agreement.

5. Expense Reimbursement. In addition to the Fee, ARM shall be entitled to reimbursement of all reasonable, ordinary, and necessary out-of-pocket expenses incurred by ARM in the performance of its duties hereunder; including, but not limited to, reasonable travel expenses. If ARM is required to travel on behalf of City, City shall reimburse ARM for: (i) mileage at the IRS approved standard rate for automotive travel; (ii) coach class airfare (if traveling by air); and (iii) accommodations and meals at actual cost, assuming all such foregoing costs are reasonable. Together with the invoices described in Section 6 herein below, ARM shall provide City with an itemized expense report for all reimbursable expenses incurred by ARM on behalf of the City during a given period. City may request to examine receipts and documentation for any expenses ARM seeks reimbursement for. City shall pay such reasonable reimbursable expenses to ARM as provided in said Section 5 hereof. ARM may not seek reimbursement for overhead or administrative items such as insurance, rent, secretaries, software licenses, leases, cell phones, and the like.

6. Payment. ARM shall submit a monthly invoice to City by the 5th day of the month with itemized reimbursement requests, and City shall pay ARM undisputed amount billed by the last day of the same calendar month. Undisputed amounts not received by ARM in a timely manner, but no later than 30 days after submission of the monthly invoice, shall incur interest at the rate of 10% per annum. Regarding disputed amounts, the parties shall promptly use good faith efforts to reconcile any such dispute.

7. Term/Termination. The term of this agreement (“Term”) shall commence on the Effective Date and continue until terminated in accordance with this Section. Either party may terminate this with or without cause by providing 30 days prior written notice to the other party. Upon termination of this Agreement, all outstanding invoices and expense reports for Services performed through the effective date of the termination shall become immediately due and payable.

8. Confidentiality.

a) **Nondisclosure.** The parties acknowledge and agree that each party may disclose (the “Disclosing Party”) Confidential Information to the other party (the “Recipient”) in connection with the Water Park Project and this Agreement. In consideration of the Recipient receiving Confidential Information, the Recipient will: (i) use the Confidential Information solely for the Authorized Use; (ii) not, without the prior written consent of the Disclosing Party, disclose the Confidential Information to any Person other than its officers, directors, managers, and professional advisors, prospective lenders or investors (each a “Representative”) who need to know the Confidential Information in connection with the Authorized Use; (iii) advise any Representative to which the Confidential Information is disclosed of the confidentiality obligations in this Agreement; (iv) be responsible for any breach of this Agreement by any of its Representatives, including any Representatives who after the disclosure of Confidential Information cease to be its Representatives; (v) take reasonable measures to prevent the unauthorized disclosure and misuse of the Confidential Information; and (vi) restrict the reproduction of Confidential Information to the extent necessary to provide the Confidential Information to its Representatives in connection with the Authorized Use. For the purposes of this Agreement, the “Authorized Use” shall mean the performance of any party’s obligations under this Agreement, and with respect to the City, in connection with the development of the Water Park Project.

b) **Confidential Information.** For the purposes of this Agreement, “Confidential information” shall mean all non-public, confidential or proprietary information of ARM or the City, and/or their suppliers, financiers, lenders, or clients, their business or activities that are proprietary and

confidential, which shall include, without limitation, all business, financial, technical and other information which, by the nature of the circumstances surrounding their disclosure, ought in good faith to be treated as confidential, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential." Confidential Information shall also be included in this Agreement, and any documents prepared by ARM for City under this Agreement.

Confidential Information does not include any information that: (i) is or becomes generally available to the public other than as a result of a party's breach of this Agreement; (ii) is obtained by a party on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (iii) the receiving party establishes by documentary evidence, was in its possession prior to disclosure hereunder; or (iv) was or is independently developed by a party without using any Confidential Information. Upon request, any party in possession of Confidential Information of the other party shall promptly return all such Confidential Information. Customer shall be entitled to injunctive relief for any violation of this Section.

c) **Required Disclosures.** If the Recipient is required by applicable law or court order to disclose any Confidential Information, the Recipient will: (i) promptly notify the Disclosing Party of the existence, terms, and circumstances of such requirement so that the Disclosing Party may, at its own expense, seek a protective order for, or take steps to resist or limit the scope of the requirement; (ii) use reasonable efforts to cooperate with the Disclosing Party in seeking a protective order for, or taking steps to resist or limit the scope of the requirement; and (iii) if a protective order is not obtained, disclose only that portion of the Confidential Information that the Recipient is required, in the opinion of its counsel, to disclose, and use reasonable efforts to obtain confidential treatment for the Confidential Information that is disclosed.

d) **Confidentiality Term.** This confidentiality provision shall survive for a period of TWO (2) years after the termination of this Agreement; provided that any Confidential Information that constitutes trade secrets shall remain subject to the confidentiality obligations in this section 8 until such time that the information loses its trade secret protection other than due to an act or omission of the Recipient or its affiliates.

9. **Non-solicitation.** During the term of this Agreement and for a period of TWO (2) years after the termination of this Agreement, each party agrees not to seek to persuade any of the other party's employees, consultants, directors, or officers to discontinue their association with the other party or become involved directly or indirectly in any endeavor that might compete with the other party's business.

10. **[Intentionally Omitted].**

11. **Responsibility for Misconduct of City and Other.** ARM shall have no liability whatever for damages suffered on account of the willful misconduct or negligence of any employee, owner, director or officer, or agent of City, or any prospective lender, seller, or investor.

12. **Indemnification.** In consideration of the benefits conferred upon the parties by this Agreement, each party (each an "Indemnifying Party") shall indemnify, defend, and hold harmless the other party and its affiliates and each of their members, managers, officers, directors, agents, and employees (collectively,

“Indemnified Persons” and individually, an “Indemnified Person”) from and against all losses, costs, damages, penalties, fines, claims, suits, actions, fees, and expenses of every kind and nature, including reasonable attorneys’ fees and costs of defense (collectively, “Losses”), that the Indemnified Person incurs, directly or indirectly, arising from the negligence, gross negligence, or misconduct of the Indemnifying Party related to this Agreement; provided, the Indemnifying Party shall not indemnify or hold harmless any Indemnified Person for any losses, to the extent that such arises from the gross negligence, negligence, or willful misconduct of any of the Indemnified Persons. In addition, the ARM Indemnify Party shall indemnify, defend, and hold harmless any City Indemnified Person for any Losses arising from a claim that City’s use of the Services or Deliverables (as defined below) infringe or will infringe on any Intellectual Property Rights of any third party.

13. Standard of Care; No Assurance of Success. ARM shall provide the Services described herein (a) in good faith and in a timely, professional, workmanlike and commercially reasonable manner, (b) using personnel of required skill, experience, and qualifications, (c) in accordance with the highest industry standards in ARM’s field, (d) in compliance with all applicable laws, and (e) to the reasonable satisfaction of the City. Except as expressly provided in the preceding sentence or otherwise explicitly set forth in this Agreement, ARM makes no warranties or representations of any kind or nature, express or implied, relating to ARM’s services hereunder. ARM specifically disclaims all warranties or representation considering the Water Park Project, including without limitation, any warranties or representation regarding City’s ability to commence, construct, finance, or complete the Water Park Project and any financial projections on economic sustainability, profitability or longevity of water park operations.

14. Ownership of Intellectual Property.

a) City is, and shall be, the sole and exclusive owner of all right, title, and interest in and to the Deliverables, including all Intellectual Property Rights therein, subject to ARM’s exclusive right to include the Deliverables as part of any future presentation to like entities. . ARM agrees, and will cause its personnel to agree, that with respect to any Deliverables that may qualify as "work made for hire" as defined in 17 U.S.C. § 101, such Deliverables are hereby deemed a "work made for hire" for City. To the extent that any of the Deliverables do not constitute a "work made for hire", ARM hereby irrevocably assigns, and shall cause its personnel to irrevocably assign to City, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables, including all Intellectual Property Rights therein. ARM shall cause its personnel to irrevocably waive, to the extent permitted by applicable law, any and all claims such personnel may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of droit moral with respect to the Deliverables.

b) Upon City’s request, ARM shall, and shall cause its personnel to, promptly take such further actions, including execution and delivery of all appropriate instruments of conveyance, as may be necessary to assist City to prosecute, register, perfect, or record its rights in or to any Deliverables.

c) ARM 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. ARM hereby grants City a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 20), non-sublicensable, license to use any Pre-Existing Materials to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to the Pre-Existing Materials are expressly reserved by ARM.

d) City and its licensors are, and shall remain, the sole and exclusive owner of all rights, title, and interest in and to the City Materials, including all Intellectual Property Rights therein. ARM shall have no right or license to use any City Materials except solely during the term of this Agreement to the extent necessary to provide the Services to City. All other rights in and to City Materials are expressly reserved by City.

e) City agrees that all Novel Materials that ARM conceives, makes, or develops because of performance under this Agreement, whether reduced to practice and whether or not patentable or subject to copyright, alone or in conjunction with any other party and whether or not at the request of or upon the suggestion of the City, shall be the sole and exclusive property of ARM. ARM agrees to grants City a limited, irrevocable, perpetual, fully paid-up, royalty-free, non-transferable (except in accordance with Section 20), non-sublicensable, license to use any materials that fall under this provision, to the extent incorporated in, combined with or otherwise necessary for the use of the Deliverables. All other rights in and to the "Novel Materials" are expressly reserved by ARM.

f) For the purposes of this Section 14, the following terms shall have the meanings set forth below:

i. "City Materials" means documents, data, know-how, methodologies, software, and other materials provided to ARM by or on behalf of City.

ii. "Deliverables" means all documents, work product, and other materials that are delivered to City hereunder or prepared by or on behalf of ARM while performing the Services.

iii. "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), 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.

iv. "Pre-Existing Materials" means all documents, data, know-how, methodologies, software, and other materials, provided by or used by ARM in connection with performing the Services, in each case developed or acquired by the ARM prior to the Effective Date.

v. "Novel Materials" means all new or novel concepts, ideas, inventions, discoveries, creations, innovations, know-how, apparatus, techniques, or methods not currently in existence as of the Effective Date of this Agreement.

15. Nature of Relationship. No employer/employee relationship is created by this Agreement. It is agreed that ARM and its employees are independent contractors in connection with the performance of its services to City pursuant to this Agreement. Further, no agency is created by this Agreement. Neither party has the authority or ability to bind the other party to agreements or contracts.

16. Notices. All notices, claims, certificates, requests, demands and other communications hereunder will be in writing and will be deemed to have been duly given if delivered or mailed (registered or certified mail, postage prepaid, return receipt requested) or e-mailed with delivery receipt, as follows:

(1) If to City:

VILLAGE OF BRADLEY, ILLINOIS
Village Administrator Craig Anderson

Village of Bradley

147 S. Michigan

Bradley, IL 60915

canderson@bradleyil.org

AND

Finance Director Rob Romo

Village of Bradley

147 S. Michigan

Bradley, IL 60915rromo@bradleyil.org

(2) If to ARM:

American Resort Management, LLC

3165 S. Carrier Parkway

Grand Prairie, Texas 75052

Attention: Richard Coleman, CHA

rcoleman@armpallc.com

17. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable, the remainder of the Agreement shall remain in full force and effect. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the parties shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

18. Construction. No ambiguity hereunder shall be construed against the drafting party.

19. Counterparts. This Agreement is executed in two counterparts, each of which shall be deemed an original, and together shall constitute one and the same document, with one counterpart being delivered to each party.

20. Assignment. Neither party shall have the right to assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, the City may assign this Agreement as follows: (a) to its successor by merger, consolidation or sale of all, or substantially all, of City's assets, (b) to an acquirer of all or a significant portion of the assets of an identifiable division or business segment of City, or (c) to a wholly owned subsidiary (in which case the City shall remain liable for the Fees). This Agreement shall be binding upon and inure to the benefit of successors and assigns of respective parties hereto.

21. Waiver of breach. The waiver by either party of a breach of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach hereunder.

22. Governing Law. This agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska, without regard to its provisions on conflict of laws. All disputes that cannot be quickly resolved shall be brought in a state court located in Sarpy County, Nebraska, or the United States District Court for Nebraska located in Omaha, Nebraska. The foregoing courts with subject matter jurisdiction shall be the exclusive venue for litigation between the parties. To the fullest extent allowed by law, the parties waive any right to a jury trial regarding disputes involving this Agreement.

23. Entire Agreement. This Agreement constitutes the entire agreement between the parties with reference to the subject matter hereof, and supersedes all prior agreements or understandings, whether written or oral.

24. Insurance. During the Term, each party shall, at its own expense, maintain and carry insurance in full force and effect with financially sound and reputable insurers, that includes, but is not limited to, commercial general liability with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, automobile insurance, and workers' compensation insurance as required by the applicable state. ARM shall also maintain and carry professional liability insurance with limits no less than \$1,000,000 per occurrence and \$2,000,000. Upon request, each party shall provide the other with a certificate of insurance from such party's insurer evidencing the insurance coverage specified in this Agreement. The certificate of insurance shall name the other party as an additional insured. Except where prohibited by law, each party shall require its insurer to waive all rights of subrogation against the other party's insurers and the other party or the Indemnified Persons. Failure to have adequate insurance is a breach of this Agreement.

25. Remedies. Remedies provided in this Agreement are cumulative in nature and are in addition to those remedies provided in law and in equity for breach.

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have caused their corporate and entity names to be signed to this instrument, as applicable, by their proper members/managers and/or officers, thereunto duly authorized, all as of the day and year first hereinabove written.

**AMERICAN RESORT MANAGEMENT, LLC, a
Pennsylvania Limited Liability Company**

By: _____
Richard P. Coleman
Its: Member/Manager

VILLAGE OF BRADLEY ILLINOIS

By: _____
Name: Michael Watson
Its: Mayor

Attachment I Phased Scope of Services

Consulting and Pre-Opening Development Proposal

Administrative and General

- 1.) Communication – Consultant will make sure key members of ARM staff are available as needed. Phone communications to key members of ARM is 24 hours a day. Emails are addressed and answered with sensitivity to time as called for or speculated. Scheduling of conference calls and site visits will be scheduled with as advance notice as possible, but Consultant commits to making necessary arrangements as needed.

Communication is Key to a successful relationship between Consultant and Client. Consultant will participate in any routine communications as requested and at a minimum will produce a weekly update advising on status of Consultants efforts.

- 2.) Assist as needed in developing the “Project Team” to include feasibility study, architects, engineers, contractors, construction manager, designers and other industry professionals as required to develop an innovative and unique project.
- 3.) Assist as needed in the supervision of the Water Park Project, ensuring work performance as economical and efficient as possible. The consultant will not have the authority to approve change orders. The consultant will at times make recommendations to the client for such change, which will be at their sole discretion to make or decline approval.
- 4.) Assist with developing preliminary Project Program and Plan and a project budget. The consultant shall assist as needed with the architect and construction manager to prepare a final Guaranteed Maximum Price, for final approval by client.
- 5.) Full detailed financial modeling- Develop multi-year financial projections. Consultant will work with existing resort management, to develop optimum revenue splits for package and formulas for disbursing the same to revenue centers.

Within the financial projections that will be provided by the consultant will be projected operating costs. All financial projections will be supported by narrative(s) describing/demonstrating the calculations, formulas and theories used regarding same.

- 6.) Assist with the submission of the Water Park Project. Within this scope consultant will be available to assist or produce:
 - a. Resort Business Plan
 - b. Financial Projections
 - c. Operating Budget
 - d. Staffing Guide/Plan
 - e. Sales & Marketing Plan
 - f. Operational Plan
- 7.) Assist senior management team and human resources regarding:
 - a. Organizational Charts – Utilizing any existing resort organizational charts Consultant will provide recommendations for new/modified organizational structure starting at

senior management level but to include recommendations for all areas under consultant review (Water Park, Food & Beverage, Reservation Center, and Sales & Marketing).

- i. Along with the organizational chart structure consultant will provide recommendations for timing in staffing the organizational chart.
 - b. Senior Management / Key Personnel – Consultant will search for and screen candidates for key positions as determined in collaboration with the Client, (titles of positions/actual positions will be based upon approved Organizational Chart), and in contemplation of entering into a Management Services Agreement, employ such personnel directly at a prevailing market rate of pay to be determined by accessing labor market studies or resources, online governmental websites such as the Department of Labor, or any other reliable industry source. Once a prevailing market rate is agreed upon between Client (Owner) and Manager, any deviation from that rate must be approved by Client (Owner), which approval may not be unreasonably withheld, conditioned, or delayed. Client may be involved in identifying, screening, and interviewing personnel upon request.
 - c. Additional HR Activities – The following tasks / functions are recapped here but may additionally be listed under each department:
 - i. Job Descriptions – Client will provide job descriptions for each new position created from resort development within the scope of the Water Park Project.
 - ii. Training Guidelines/Checklists – Provide training guidelines & checklists for any positions that have been newly created.
 - iii. Advice on working with aquatic life safety – Consultant will work with HR department to develop policies and procedures for hiring lifeguards including reviewing employee handbook, minor tracking, etc.
- 8.) Consultant will be on site as required prior to FF&E installation/Training per functional area. At the time of large staff training and just prior to opening consultant has programmed to have team members on site appropriate to “launch” each operational area.

DEPARTMENTAL SERVICES RECAP:

REVIEW AND CONSULTATION, AQUATIC/ AND OTHER REVENUE OUTLET AREAS

Duties of Consultant

- 1.) Provide recommended programming and assist in working with established design team or assist in assembling design team to work within recommended programming that substantiates financial modeling.
- 2.) Furnish all-in, program budgets and final job cost report (or capital detail report) for like-developments. Program budgets will include historical GMP estimates from General Contractor and other major prime contractors (pool contractor, slide packages, etc.) involved in like-developments.
- 3.) Review and analyze plans for the facility at incremental design deliverable stages, i.e. 50% Design Documents, 100% Design Documents, 50% Construction Documents, etc. Provide comments regarding any concerns regarding same and propose operational "solutions".
- 4.) Draft Performance Projections (See Administrative and General)
- 5.) Package and pricing – Provide recommendations for packaging and pricing for water park components as well as participate in general discussions regarding entire resort packaging and pricing. Consideration will be given to resort guests as well as the various transient markets.
- 6.) Review attraction locations, capacity, traffic flow, public space layout, safety and security and guest access points. Develop operational strategies and discuss with Client regarding impact on financial projections.
- 7.) Review architectural design plans for back of house functionality and storage. Provide feedback on space proposed for the money room, proportionate ratio of storage space, sales and marketing staff and management offices.
- 8.) Analyze accommodations for citizens with disabilities.
- 9.) Participate in discussions regarding thematic designs making recommendations as to functionality and its effects on the overall guest experience as well as potential operating costs.
- 10.) If requested, assist in the procurement FF&E for the aquatics floor and public spaces.
- 11.) Discuss with engineers and review mechanical engineering specifications with regards to the filtration and air handling systems and analyze projected economic impact.
- 12.) Discuss with engineers and review proposed attraction plumbing schematics ensuring a redundancy system for ease of serviceability and to minimize attraction down time.
- 13.) Review all proposed control systems using historical performance as a benchmark in any necessary discussions with engineers, etc.
- 14.) Consultant to work with specialty retail and others to develop preventative and routine maintenance programs as well as develop strategies to maximize life cycles of all equipment.

- 15.) Review proposed mix and placement of revenue centers including lockers, kiosks, food and beverage, etc.
- 16.) Identify and make recommendations as to revenue centers having a high level of profitability and guest satisfaction, making sure demographics and operational functionality are considered.
- 17.) Review gate admission areas from a safety, security, and loss control standpoint.
- 18.) Analyze the guest experience with regards to traffic flow and control.
- 19.) Review and make recommendations regarding Information Technology (I.T.), Point of Sale (POS) and telecommunication systems, so that appropriate space and environment is created for computer servers as well as to cabling needs for current configuration as well as for future expansion. Recommendations will also be made regarding proposed fire and security panels including monitoring contracts.
- 20.) Provide written reports and comments after reviewing each set of prints and other documents.
- 21.) Keep open lines of communication with the architects and contractors.
- 22.) Make regular site visits and attend project meetings as requested during the term of the contract.

AQUATICS OPERATIONS DEVELOPMENT

Duties of Consultant

- 1.) During the park operations development phase, we focus our efforts on pre-opening activities of the aquatics and public space areas.
- 2.) Efforts include the development and staffing of aquatics areas; including coordination of certification of life safety systems.
- 3.) Develop operational strategies based on volumes for all attractions and operational areas of the Water Park Project.
- 4.) Implementation of Aquatics safety program to include furnishing editable Word document of historical and similar safety manual for like-facilities.
- 5.) Recruitment and prescreening of key management positions and key staff.
- 6.) Creation and implementation of guest service experience training programs.
- 7.) Design of zone validation and verification of insurance/regulatory requirements.
- 8.) Assist in development of all Orientation and training programs for all operational area(s).
- 9.) Assist in modifying as needed existing I.T. systems and P.O.S. systems.
- 10.) Writing of all operational policies and procedures specific to the needs of your development.

- 11.) Creation of operational S.O.P. to include furnishing editable Word document of historical and similar S.O.P.'s for like-facilities.
- 12.) Assist as requested in the development of signage packages for aquatic and public space areas.
- 13.) Development of all cash control and reporting procedures.
- 14.) Assist the HR department in the creation of a Water Park Associate Handbook to include furnishing editable Word document of historical and similar associate handbook for like-facilities.
- 15.) Provide Initial training for all Water Park Project and other management staff.
- 16.) Assist in the commissioning and trial periods of all attractions.
- 17.) Establish operating standards for all mechanical areas.
- 18.) Set-up accounting procedures & financial reporting standards for onsite staff.
- 19.) Work with owner's risk department in developing necessary reports and information needed to obtain required insurance.
- 20.) Available for regular site visits as needed during the term of the contract.

RESERVATION CENTER DEVELOPMENT

Duties of Consultant

- 1.) Assist with all phases of developing and setting up your reservation center.
- 2.) Selection of Software and Hardware Package.
- 3.) Assist with the bidding and selection of a telecommunication and IT System and the programming to maximize tracking reports for future projections.
- 4.) Creating packages that fit target demographics and theme of resort.
- 5.) Hire and train a Reservation Center Manager.
- 6.) Make recommendations for Yield and Rate Management to maximize occupancy and rates.
- 7.) Review rate strategies and continue to make recommendations to maximize revenues.
- 8.) Identify suppliers for package items that will generate incremental up-grade revenue.
- 9.) Assist with creation and placement of a Pre-opening marketing and advertising.

SALES AND MARKETING

Duties of Consultant

- 1.) Develop plan for sales and marketing team. Provide suggested organizational chart and job descriptions/scope of responsibility for positions within.
- 2.) Develop Sales and Marketing plan and make comments/observations regarding same.
- 3.) Assist in developing all goals and standards for Sales staff members including reporting standards for same.
- 4.) Develop and launch pre-opening marketing campaign including developing a pre-opening budget and placement of advertising.
- 5.) Create an advertising campaign to appeal to targeted demographics and that promotes the theme of the Water Park.
- 6.) Re-recruiting and prescreening for an agreed upon sales staff based on the size and direction of the Water Park and assisting with targeting key accounts and high impact audiences.
- 7.) Lead the selection and be the owner's representative to the Ad Agency, facilitating all pre-opening buys, coordination of media placement, planning the Opening Gala, solicit and recruit, when possible, free publicity.
- 8.) Identify and recommend sources of "most impact advertising".
- 9.) Develop S.O.P. Manuals for the sales and marketing office.
- 10.) Assist as needed in reviewing existing corporate sponsorships and make recommendations regarding development of corporate sponsorships.
- 11.) Lead efforts in developing logos and collateral graphic materials
- 12.) Lead efforts in facilitating the development of website.

RETAIL CONSULTATION AND DEVELOPMENT

Duties of Consultant

- 1.) Analyze site plans for retail space(s).
- 2.) Make recommendations for additional revenue center opportunities.
- 3.) Produce to scale Plan-O-Grams that detail the traffic flow and merchandise equipment required in the operation of the retail space(s).
- 4.) Develop budget for suggested merchandising equipment.
- 5.) Assist in procuring equipment.

- 6.) Make recommendations regarding required I.T. / P.O.S. systems.
- 7.) Assist in the installation of I.T. / P.O.S. systems.
- 8.) Determine the most suitable and profitable merchandise to sell.
- 9.) Establish contacts with wholesale vendors.
- 10.) Develop par levels and order guides for all merchandise.
- 11.) Develop and write a procedural S.O.P.
- 12.) Recruit, hire and train key staff members and assist with general staffing.
- 13.) Produce staffing and labor guidelines.
- 14.) Provide pricing suggestions that achieve desired gross profit margins.
- 15.) Assist in initial retail location(s) set up and stocking,
- 16.) Develop accounting and reporting standards.

FOOD AND BEVERAGE CONSULTATION AND DEVELOPMENT

Duties of Consultant

- 1.) Analyze site plans for food and beverage space(s).
- 2.) Make recommendations for additional revenue center opportunities.
- 3.) Assist in producing menu(s) that deliver a variety of quality offerings to the resort guests.
- 4.) Review and make comments regarding kitchen and equipment layouts.
- 5.) Review and make suggestions regarding budget for suggested equipment, F.F. & E., O.S. & E. and small wares.
- 6.) Assist as requested in procuring equipment.
- 7.) Assist in setting up required I.T. / P.O.S. systems.
- 8.) Determine the most suitable and profitable items to sell.
- 9.) Assist in developing par levels and ordering guides for all ingredients.
- 10.) Review existing or assist in development of recipe cards and theoretical food and beverage costs.
- 11.) Review existing and or develop a procedural S.O.P.

- 12.) Recruit, prescreen and train key staff members and assist with general staffing.
- 13.) Assist HR in producing staffing and labor guidelines.
- 14.) Provide pricing suggestions that achieve desired gross profit margin.
- 15.) Assist in initial food and beverage location(s) set up and stocking.
- 16.) Assist in modifying or developing accounting and reporting standards.

Family Entertainment Center Consultation and Development

Duties of Consultant

- 1.) **Programming Analysis** – Review other resort components and amenities. Provide recommendations for attractions and elements to be located within proposed Family Entertainment Center.
- 2.) **Financial Modeling** – Using proposed FEC development program, create financial modeling for same. Modeling to include multiyear revenue projections, consolidated projected P&L statements, draft development budget (ROM), annual returns and ROI analysis.
 - a. All financial models will have proformas and assumptions to show performance by operational area/attraction within the facility.
- 3.) **Project Design** – Working with project architect(s) and consultants ARM will consult and advise on spatial demands and relationships between recommended attractions, amenities, front of house service areas and back of house support areas. Will continue to participate in meetings regarding all areas of design (to include building shell, finishes, electrical, mechanical and specialty).
- 4.) **Print Evaluation** – Will evaluate all prints and specifications regarding all facets of the building, attractions, and other elements.
- 5.) **Attractions** – based on program design, ARM will work with attraction providers to ensure that we are using best value vendors, attractions, and elements. ARM will negotiate, on behalf of owner, for pricing and equipment packages.
 - a. In addition to major attractions, ARM will develop an arcade game layout and plan including full list of games.
- 6.) **Analyze and produce a diagram for desired redemption center layout.**
- 7.) **Develop redemption center equipment list.**

- 8.) Develop a list and provide budgets for all needed ancillary equipment.
- 9.) Select and develop I.T. / P.O.S. systems for arcade.
- 10.) Produce a Request for Proposal for arcade equipment, attractions and other elements.
- 11.) Review Bids for Arcade Equipment, attractions and other elements and make recommendations to ownership.
- 12.) Participate in delivery, installation and setup of all arcade games, attractions and other elements.
- 13.) Provide commissioning punch out and testing services on all arcade equipment, attractions and elements.
- 14.) Recommend pricing for all arcade games, attractions, and elements to achieve desired revenues and payout percentages.
- 15.) Create stand alone and resort wide packages to incorporate all elements within the FEC as well as other resort attractions, amenities, and rooms.
- 16.) Recommend appropriate redemption game ticket payout percentages for games selected under equipment program.
- 17.) Develop redemption merchandise, equipment parts and consumables par levels and set-up a purchasing program.
- 18.) Place original redemption merchandise orders.
- 19.) Assist in the recruitment and hiring of FEC manager and key staff.
- 20.) Establish relationships with vendors.
- 21.) Develop and write an S.O.P. for all areas of FEC operations.
- 22.) Develop arcade control procedures and auditing program.

- 23.) Establish reporting standards based on industry standards for accounting.
- 24.) Develop a Quality Assurance program for the FEC facility.
- 25.) Develop a pre-opening timeline and launch program. To include pre-opening budget for FF&E, OS&E, Labor, Marketing and Misc costs.
- 26.) Conduct pre-opening project calls.

FEC Food and Beverage Consultation and Development

Duties of Consultant

- 1.) Analyze site plans for food and beverage space(s).
- 2.) Make recommendations for additional revenue center opportunities.
- 3.) Assist in producing menu(s) that deliver a variety of quality offerings to the theme park guests.
- 4.) Review and make comments regarding kitchen and equipment layouts.
- 5.) Review and make suggestions regarding budget for suggested equipment, F.F. & E. and small wares.
- 6.) Assist as requested in procuring equipment.
- 7.) Assist in setting up required I.T. / P.O.S. systems.
- 8.) Determine the most suitable and profitable items to sell.
- 9.) Assist in developing par levels and ordering guides for all ingredients.
- 10.) Review existing or assist in development of recipe cards and theoretical food and beverage costs.
- 11.) Review existing and or develop and procedural S.O.P.

- 12.) Recruit, prescreen and train key staff members and assist with general staffing.
- 13.) Assist HR in producing staffing and labor guidelines.
- 14.) Provide pricing suggestions that achieve desired gross profit margin.
- 15.) Assist in initial food and beverage location(s) set up and stocking,
- 16.) Assist in modifying or developing accounting and reporting standards.