



1685 West Higgins Road, Hoffman Estates, Illinois 60169
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The mission of the Hoffman Estates Park District is to offer healthy and enjoyable experiences for our residents and guests by providing first class parks, facilities, programs and services in an environmentally and fiscally responsible manner.

**AGENDA
RECREATION COMMITTEE MEETING
TUESDAY, DECEMBER 11, 2018
7:00 p.m.**

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF COMMITTEE MINUTES
 - November 20, 2018
4. COMMENTS FROM THE AUDIENCE
5. OLD BUSINESS
6. NEW BUSINESS
 - A. Independent Contractor Agreements / M18-121
 - B. The Club at Prairie Stone signage / M18-126
 - C. Recreation Division Report / M18-125
 - D. Facilities & Golf Report / M18-124
7. COMMITTEE MEMBER COMMENTS
8. ADJOURNMENT

All meetings are held in the boardroom of the Scott R. Triphahn Community Center & Ice Arena at 1685 W. Higgins Road in Hoffman Estates unless otherwise specified. If an accommodation or modification is required to attend these public meetings please contact Jane Kaczmarek at jkaczmarek@heparks.org or (847) 885-8500 with at least 48 hours' notice.



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**MINUTES
RECREATION COMMITTEE
November 20, 2018**

1. Roll Call:

A regular meeting of the Hoffman Estates Park District Recreation Committee was held on November 20, 2018 at 7:45 p.m. at the Triphahn Center in Hoffman Estates, IL.

Present: Chairman Kinnane; Commissioner R. Evans; Comm Reps Macdonald and Wittkamp

Absent: Comm Reps Dressler, Henderson, and Neel

Also Present: Executive Director Talsma, Director of Finance and Administration Hopkins, Director of Recreation Kapusinski, Director of Parks, Planning and Maintenance Hugen, Director of Golf and Facilities Bechtold

Audience: President Kaplan; Commissioners Bickham, McGinn, K. Evans, and Kilbridge; Comm Reps Dekirmenjian, Poeschel, and Veronica

2. Approval of Agenda:

Commissioner R. Evans made a motion, seconded by Comm Rep Wittkamp to approve the agenda as presented. The motion carried by voice vote.

3. Approval of the Minutes:

Comm Rep Macdonald made a motion, seconded by Commissioner R. Evans to approve the minutes of the October 16, 2018 meeting as presented. The motion carried by voice vote.

4. Comments from the Audience:

None

5. Old Business:

None

6. New Business:

A. Print Bid/M18-116:

Director Kapusinski reviewed the information explaining that staff was looking to shorten the brochure to 40 pages plus the cover and that they were happy with Paulson's first year bid but not the remaining two years. For that reason staff was recommending awarding the first year and rebidding after that.

Executive Director Talsma explained that they could also look at additional services, i.e. going back to additional pages and/or having more time to make corrections.

Commissioner R. Evans asked about the advertising in the brochure and Executive Director Talsma noted that they were trying to cut back some on that. Commissioner R. Evans noted that it appeared that Creekside Printing offered the best option if taking all three years but Executive Director Talsma noted that staff believed they could get better pricing just taking the first year with Paulson and re-bidding the following years.

Chairman Kinnane asked about the cost of mailing and it was noted that it was based on weight. Director Kapusinski also explained that the new brochure would have a difficulty rating for the fitness classes similar to the 50+ programs.

Comm Rep Wittkamp made a motion, seconded by Comm Rep Macdonald to recommend the board award the 2019 bid for printing of the seasonal program guide to Paulson Press in a base bid amount of \$9,750 and any necessary Year 1 costs as outline in M18-116. The motion carried by voice vote.

B. The Club at Prairie Stone naming/M18-109:

Executive Director Talsma distributed a brochure and reviewed the item noting that it had also been discussed at the Committee of the Whole meeting along with the restructuring of the membership pricing. He explained that staff wanted to make this official as of January 1, 2019 and

was looking to waive the 60 day waiting period as this was strictly park district business.

Comm Rep Macdonald asked if the brochure was final and Executive Director Talsma noted it was a work in progress. Comm Rep Macdonald suggested that the 'The' in "The Club" be larger and noted that the cover picture and name did not show/promote anything fitness.

Commissioner McGinn asked if they would continue to have day passes and Executive Director Talsma noted that they were \$12 and \$15/day but that someone interested in becoming a member could receive a complimentary pass.

Commissioner K. Evans asked if signage was budgeted and Executive Director Talsma said it will be and they were looking at an outside sign in the upper left corner of the building facing Higgins as well as a large banner noting that the club was open to the public along with their fee structure. He explained that they would continue to update the committees/board and that the information would be in the Final B&A Ordinance.

Chairman Kinnane asked about posting internal signs at other facilities and Executive Director Talsma explained that the district did not usually compete within our facilities but they were looking at better ways to market the fitness center memberships.

Comm Rep Veronica asked about using the "Ultimate Fitness Experience" on the signs to show the public that it was a fitness center. Staff will evaluate.

Commissioner R. Evans asked if any present members had been displaced with the change in pricing and Executive Director Talsma noted that they had not.

Comm Rep Veronica asked about the comparison of pricing with other facilities and Executive Director Talsma explained that Prairie Stone was just more than some of the pop ups but less than Lifetime Fitness at \$77 and Orange Theory. He also explained that the tennis memberships would now be a \$20 add on membership.

Comm Rep Macdonald made a motion, seconded by Comm Rep Wittkamp to recommend the board approve the name change of PSSWC to The Club at Prairie Stone and waive the 60 day waiting period as outlined in M18-109. The motion carried by voice vote.

C. Balanced Scorecard/M18-113:

Executive Director Talsma reviewed the item noting that it was a snapshot of the district for their third quarter.

Commissioner R. Evans made a motion, seconded by Comm Rep Macdonald to recommend the board approve the Balanced Scorecard for the 3rd Quarter 2018 as outlined in M18-113. The motion carried by voice vote.

D. Recreation Division Report/M18-112:

Director Kapusinski reviewed the report noting that staff was working with residents to bring Cricket to Hoffman Estates and looking at building outdoor batting cages at Canterbury Fields that could be used for cricket. She noted that it had been added to the 2019 budget and they were also looking into Cricket lessons for the spring and summer brochures.

Commissioner Kilbridge asked about the field rentals and Director Kapusinski explained that they were evaluating the fees now.

President Kaplan asked about other local fields and it was noted that there were fields at Hanover and one not publicized at South Barrington.

President Kaplan asked if they checked the references on the Cricket coach they were talking to and Director Kapusinski noted that they had not as it had been a phone conversation and they were using this person as a resource only.

Executive Director Talsma noted that they were also looking at an indoor cage at PSSWC.

Director Kapusinski continued to review the report noting that they had offered more Raptor programs and were rebuilding the ice leagues and programs. Commissioner McGinn asked about the public skate and it was noted that Family Skate on Sunday had been added.

Commissioner R. Evans made a motion, seconded by Comm Rep Wittkamp to send the Rec Report M18-112 to the board. The motion carried by voice vote.

E. Facilities & Golf Report/M18-117:

Director Bechtold reviewed the report noting that PSSWC was seeing many changes but had a good month for memberships in October.

He also explained that BPC would begin the closing process by Monday.

Commissioner K. Evans asked about staff and Director Bechtold noted that most part-time/seasonal staff was already gone leaving on a handful of full time staff.

Commissioner K. Evans asked if there was interest in hosting the Intergovernmental Agreement meeting and Executive Director Talsma explained that they would like to see the event become bigger and perhaps hold it at BPC.

President Kaplan asked about cross country skiing on the course and Director Bechtold noted that it was not allowed and that the full time staff monitored the golf course throughout the winter.

Comm Rep Wittkamp made a motion, seconded by Comm Rep Macdonald to send the Facilities and Golf Report M18-117 to the board. The motion carried by voice vote.

7. Committee Member Comments:

Commissioner R. Evans noted that the 5K Race had been well done and that the water stations was a good idea. He also suggested staff look at a 2nd session for Dog Walkers. Director Bechtold noted that he believed there should be time for that 2nd session before the Turkey Shoot. He also noted that he was looking forward to Breakfast with Santa and the Winter Fest.

Chairman Kinnane said the Intergovernmental Agreement Event was good and that his family had taken advantage of the free figure skate class.

8. Adjournment:

Comm Rep Wittkamp made a motion, seconded by Comm Rep Macdonald to adjourn the meeting at 8:30 p.m. The motion carried by voice vote.

Respectfully submitted,

Craig Talsma
Secretary

Peg Kusmierski
Recording Secretary

MEMORANDUM NO. M18-121

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
Alisa Kapusinski, Director of Recreation
Brian Bechtold, Director of Golf & Facilities
RE: Independent Contractor Agreements
DATE: December 7, 2018

Background

Contractual agreements with shared revenue payments that are expected to exceed the spending authority of the Executive Director (\$25,000) require Board approval.

Three agreements for 2019 that require approval are attached.

1. Tumbling Times, Inc – gymnastics instruction
2. Illinois Shotokan Karate, Inc – youth & adult karate classes
3. First Serve Management, Inc - tennis lessons & leagues

All contracted agencies have worked with the Park District for over 10 years.

Implications

All agencies meet the requirements required by PDRMA as it relates to liability and overall insurance. The contractual agreements expire at the end of the fiscal/calendar year and will be reviewed on an annual basis and adjusted annually if deemed necessary.

Recommendation

Staff recommends that the Recreation Committee recommend to the full Board the approval of the Independent Contractor Agreements for Tumbling Time, Inc., Illinois Shotokan Karate, Inc., and First Serve Management, Inc. as presented.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

I. Hoffman Estates Park District enters into an Independent Contractor Relationship with Tumbling Times, Inc.

II.

The duration of this independent contractual agreement will be: January 1, 2019-December 31, 2019.

This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties in any manner whatsoever.

- A. Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that he/she will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be contractor's sole responsibility and not the Park District's. Also, it is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for his/her own actions. The Park District will in no way defend contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business; provided such services do not create a conflict or interest or interfere with the performance of the services contemplated by this agreement.
- C. The contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The contractor acknowledges and agrees that he/she is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by him/her.
- E. Contractor hereby agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

Security Act, Americans With Disabilities Act, Statutes relating to contracts by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- II. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. Contractor acknowledges and agrees that he/she will devote such times as is necessary to produce the contracted for results. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understand that the Park District is relying on such representation in contracting with Contractor for the services.
- III. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- IV. Contractor acknowledges and agrees that he/she is responsible for all expenses, including, the provision of equipment and materials related to provision of the contracted results, unless otherwise agreed to.
- V. The contractor acknowledges and agrees that he/she is solely responsible for his/her employees/agents actions in performing the work service.
- VI. If this contract is for public construction in an amount greater than \$5,000, then the contractor must furnish, supply, and deliver a surety bond for the entire amount of the contract to secure the performance of the contract and the payment of prevailing wage, the payment of all subcontractors and all material suppliers per 30 ILCS 550, et seq. With the approval of the Director of Finance a bank letter of credit may be accepted in lieu of the surety bond if for twice the amount of the contract and it will be held for a minimum of six months after the contract completion.
- VII. To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Park District as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

- VIII. The contractor agrees to provide and keep force at all times during this agreement, the following coverage: comprehensive general liability insurance including contractual liability coverage and tenants legal liability coverage (when applicable), with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker’s Compensation Insurance equal to the statutory amount required by law, and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion.

All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this agreement.

To have all policies of insurance purchased or maintained in fulfillment hereof name the Park District as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverage and the addition of the Park District as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on “An occurrence@” basis rather than “A claims-made@” basis. Failure of Park District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractors obligation to maintain such insurance.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- IX. All insurance coverage provided by the contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the contractor's insurance and shall not contribute with it.

- X. The Park District, its officers, agents and employees are to be covered and named as additional insured (Hoffman Estates Park District) under the general liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured. The policy and/or coverage shall also contain a "contractual liability" clause.

- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, [collectively "Park District"] from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the district may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising directly or indirectly in connection with, or as a result of this Agreement.

- XIII. Contractor agrees to submit to a criminal background check and that this agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor, or other person to this agreement on behalf of Contractor that has not submitted to and completed a criminal background check that has been cross-referenced with the State of Illinois and federal sexual offender registries. If the contractor would prefer the Park District complete the criminal background checks for any employees, subcontractors, or other persons assigned, the contractor will pay the Park District \$10.00 per background check completed, and the Park District will complete the process.

- XIV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- XV. Contractor represents and warrants that contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Park District is relying on such representation in contracting with contractor for the services.

- XVI. This contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

- XVII. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.

A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under the Freedom of Information Act, shall be considered a public record of the public body, for the purposes of the Freedom of Information Act.

In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, than Contractor shall so notify the Owner and if possible the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor’s failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

- A. Services to be performed by Contractor include:
To provide instructors to teach gymnastics to children.

- B. Results to be achieved by Contractor include:

- C. Days and hours of work to be performed by Contractor include:
Mondays – 10:00am-11:30am and 4:15pm – 8:00pm
Tuesdays – 11:00am – 12:35pm and 4:15pm – 7:45pm
Wednesdays – 11:00am-12:35pm and 4:15pm – 7:30pm
Thursdays – 4:15pm – 6:00pm
Fridays – 11:00am – 12:35pm
Saturdays – 9:30am – 1:05pm

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

I. Hoffman Estates Park District enters into an Independent Contractor Relationship with Illinois Shotokan Karate, Inc.

II.

The duration of this independent contractual agreement will be: January 1, 2019-December 31, 2019.

This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties in any manner whatsoever.

- A. Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that he/she will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be contractor's sole responsibility and not the Park District's. Also, it is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for his/her own actions. The Park District will in no way defend contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business; provided such services do not create a conflict or interest or interfere with the performance of the services contemplated by this agreement.
- C. The contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The contractor acknowledges and agrees that he/she is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by him/her.
- E. Contractor hereby agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social

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Security Act, Americans With Disabilities Act, Statutes relating to contracts by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- II. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. Contractor acknowledges and agrees that he/she will devote such times as is necessary to produce the contracted for results. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understand that the Park District is relying on such representation in contracting with Contractor for the services.
- III. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- IV. Contractor acknowledges and agrees that he/she is responsible for all expenses, including, the provision of equipment and materials related to provision of the contracted results, unless otherwise agreed to.
- V. The contractor acknowledges and agrees that he/she is solely responsible for his/her employees/agents actions in performing the work service.
- VI. If this contract is for public construction in an amount greater than \$5,000, then the contractor must furnish, supply, and deliver a surety bond for the entire amount of the contract to secure the performance of the contract and the payment of prevailing wage, the payment of all subcontractors and all material suppliers per 30 ILCS 550, et seq. With the approval of the Director of Finance a bank letter of credit may be accepted in lieu of the surety bond if for twice the amount of the contract and it will be held for a minimum of six months after the contract completion.
- VII. To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages.

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- VIII. The contractor agrees to provide and keep force at all times during this agreement, the following coverage: comprehensive general liability insurance including contractual liability coverage and tenants legal liability coverage (when applicable), with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker’s Compensation Insurance equal to the statutory amount required by law, and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion.

All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this agreement.

To have all policies of insurance purchased or maintained in fulfillment hereof name the Park District as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverage and the addition of the Park District as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on “An occurrence@” basis rather than “A claims-made@” basis. Failure of Park District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractors obligation to maintain such insurance.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

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- IX. All insurance coverage provided by the contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the contractor's insurance and shall not contribute with it.

- X. The Park District, its officers, agents and employees are to be covered and named as additional insured (Hoffman Estates Park District) under the general liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured. The policy and/or coverage shall also contain a "contractual liability" clause.

- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, [collectively "Park District"] from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the district may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising directly or indirectly in connection with, or as a result of this Agreement.

- XIII. Contractor agrees to submit to a criminal background check and that this agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor, or other person to this agreement on behalf of Contractor that has not submitted to and completed a criminal background check that has been cross-referenced with the State of Illinois and federal sexual offender registries. If the contractor would prefer the Park District complete the criminal background checks for any employees, subcontractors, or other persons assigned, the contractor will pay the Park District \$10.00 per background check completed, and the Park District will complete the process.

- XIV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

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- XV. Contractor represents and warrants that contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Park District is relying on such representation in contracting with contractor for the services.

- XVI. This contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.

- XVII. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.

A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under the Freedom of Information Act, shall be considered a public record of the public body, for the purposes of the Freedom of Information Act.

In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, than Contractor shall so notify the Owner and if possible the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor’s failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys’ fees and penalties.

A. Services to be performed by Contractor include:
Teach youth and adults Karate Classes

B. Results to be achieved by Contractor include:

C. Days and hours of work to be performed by Contractor include:
Wednesdays 5:00-9:00pm, Fridays 5:00-9:00pm, Saturdays 9:00-3:00pm
Dates vary depending on season.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. Hoffman Estates Park District enters into an Independent Contractor Relationship with First Serve Management, INC (FSM).

The duration of this independent contractual agreement will be: January 1, 2019 – December 31, 2018.

This agreement shall not be construed as creating an employee/employer relationship or joint employment relationship between the parties in any manner whatsoever.

- A. Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that he/she will not be covered under provisions of the unemployment compensation insurance of the Park District or the workers' compensation insurance of the Park District and that any injury or property damage on the job will be contractor's sole responsibility and not the Park District's. Also, it is understood that Contractor is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Park District and therefore, Contractor will be solely responsible for his/her own actions. The Park District will in no way defend contractor in matters of liability.
- B. It is the intention of the parties to create a non-exclusive independent contractor relationship. Contractor may engage in other business activities and provide similar services to other entities and business; provided such services do not create a conflict or interest or interfere with the performance of the services contemplated by this agreement.
- C. The contractor agrees not to hold him/herself out as an employee or joint employee of the Park District to members of the public.
- D. The contractor acknowledges and agrees that he/she is solely responsible to pay all applicable federal, state, and local income and withholding tax obligations or contributions imposed by social security, unemployment insurance and worker's compensation insurance on behalf of Contractor and those employees, if any, employed by him/her.
- E. Contractor hereby agrees to comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and or other governmental unit or other governmental unit or regulatory body now in effect during the performance of the work. By way of example, the following are included within the scope of the laws, regulations and rules referred to in this paragraph, but in no way to operate as a limitation on the laws, regulations and rules with which Contractor must comply, are all forms of Workers Compensation Laws, all terms of the Equal Employment Opportunity Clause of the Illinois Fair Employment Practices Commission, the Illinois Preference Act, the Social

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

Security Act, Americans With Disabilities Act, Statutes relating to contracts by units of government, all applicable Civil Rights and Anti-Discrimination Laws and Regulations, and traffic and public utility regulations.

- II. Contractor shall at all times have sole control over the manner, means and methods of performing the work/services required by the contract according to his/her own independent judgment, and is solely responsible for the direction of his/her employees and agents. Contractor acknowledges and agrees that he/she will devote such times as is necessary to produce the contracted for results. Contractor represents and warrants that Contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understand that the Park District is relying on such representation in contracting with Contractor for the services.
- III. The Park District will report payments to an individual of \$600 or more to the IRS on Form 1099-Misc. Contractor will provide to the Park District a Social Security Number or Federal Employer Identification Number for any individual receiving payment.
- IV. Contractor acknowledges and agrees that he/she is responsible for all expenses, including, the provision of equipment and materials related to provision of the contracted results, unless otherwise agreed to.
- V. The contractor acknowledges and agrees that he/she is solely responsible for his/her employees/agents actions in performing the work service.
- VI. If this contract is for public construction in an amount greater than \$5,000, then the contractor must furnish, supply, and deliver a surety bond for the entire amount of the contract to secure the performance of the contract and the payment of prevailing wage, the payment of all subcontractors and all material suppliers per 30 ILCS 550, et seq. With the approval of the Director of Finance a bank letter of credit may be accepted in lieu of the surety bond if for twice the amount of the contract and it will be held for a minimum of six months after the contract completion.
- VII. To the extent that the Prevailing Wage Act applies, to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Park District as required by Statute. In lieu of certified payroll, Contractor shall submit a letter setting forth the basis upon which Contractor has concluded the Act does not apply. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Park District against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.

- VIII. The contractor agrees to provide and keep force at all times during this agreement, the following coverage: comprehensive general liability insurance including contractual liability coverage and tenants legal liability coverage (when applicable), with minimum limits of not less than one million dollars (\$1,000,000) per occurrence, and two million dollars (\$2,000,000) annual aggregate; property damage insurance; full Worker’s Compensation Insurance equal to the statutory amount required by law, and employers liability insurance with limits of not less than one million dollars (\$1,000,000). All insurance carriers providing the coverage set forth herein shall have a rating of A as assigned by A.M. Best & Co. and satisfactory to the Park District in its sole discretion.

All certificates of insurance in connection herewith shall be furnished to the Park District no later than seven (7) days prior to the commencement date of this agreement.

To have all policies of insurance purchased or maintained in fulfillment hereof name the Park District as an additional insured thereunder and the Contractor shall provide Certificates of Insurance evidencing the coverage and the addition of the Park District as an insured. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on “An occurrence@” basis rather than “A claims-made@” basis. Failure of Park District to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of Park District to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractors obligation to maintain such insurance.

The Contractor agrees that the obligation to provide the insurance required by these documents is solely its responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by the Park District. Upon request, the Contractor will provide copies of any or all policies of insurance maintained in fulfillment hereof.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- IX. All insurance coverage provided by the contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the contractor’s insurance and shall not contribute with it.

- X. The Park District, its officers, agents and employees are to be covered and named as additional insured (Hoffman Estates park District) under the general liability coverage and shall contain no special limitation on the scope of protection afforded to the additional insured. The policy and/or coverage shall also contain a “contractual liability” clause.

- XI. Said insurance policies shall not be canceled or amended without 30 days prior written notice having been given to the Park District. Such cancellation shall be grounds for the Park District to immediately cancel this Agreement.

- XII. To the extent permitted by law, the contractor shall indemnify, save, defend and hold harmless the Park District, including its officers, officials, agents, volunteers and employees, [collectively “Park District”] from and against any and all liabilities, obligations, claims, damages, penalties, wage and hour claims, cause of actions, costs and expenses (including reasonable attorney and paralegal fees) which the district may become obligated by reason of any accident, bodily injury, or death of persons, civil or constitutional rights violation, or loss or damage to tangible property, or any claim made under the Fair Labor Standards Act or any other federal or state law arising directly or indirectly in connection with, or as a result of this Agreement.

- XIII. Contractor agrees to submit to a criminal background check and that this agreement is contingent upon successfully completing a criminal background check. Contractor shall not assign any employee, subcontractor, or other person to this agreement on behalf of Contractor that has not submitted to and completed a criminal background check that has been cross-referenced with the State of Illinois and federal sexual offender registries. If the contractor would prefer the Park District complete the criminal background checks for any employees, subcontractors, or other persons assigned, the contractor will pay the Park District \$10.00 per background check completed, and the Park District will complete the process.

- XIV. The Park District may terminate this contractual agreement in the event of contract breach or (when applicable) if the program did not meet the minimum number of participants. The contractor shall have financial responsibility to the Park District for reasonable costs incurred by the Park District including the cost of obtaining replacement services.

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- XV. Contractor represents and warrants that contractor has the skills and knowledge necessary to perform the services in a safe, proper, efficient, thorough and satisfactory manner and understands that Park District is relying on such representation in contracting with contractor for the services.
- XVI. This contract constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings either oral or written of the Parties in connection therewith. No modification of this Contract shall be effective unless made in writing, signed by both Parties and dated after the date hereof. This Contract is non-assignable by Contractor.
- XVII. Contractor agrees to maintain, without charge to the Owner, all records and documents for projects of the Owner in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq.

A public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body, and that directly relates to the governmental function and is not otherwise exempt under the Freedom of Information Act, shall be considered a public record of the public body, for the purposes of the Freedom of Information Act.

In addition, Contractor shall produce records which are responsive to a request received by the Owner under the Freedom of Information Act so that the Owner may provide records to those requesting them within the time frames required. If additional time is necessary to compile records in response to a request, than Contractor shall so notify the Owner and if possible the Owner shall request an extension so as to comply with the Act. In the event that the Owner is found to have not complied with the Freedom of Information Act due to Contractor's failure to produce documents or otherwise appropriately respond to a request under the Act, then Contractor shall indemnify and hold the Owner harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

- A. Services to be performed by Contractor include:
Tennis Programming lessons, tennis camps, both group and private lessons.
- B. Results to be achieved by Contractor include:
First Serve Management will adhere to common standards, and appropriate behavior that would result in a positive representation of Prairie Stone Sports & Wellness Center and the Hoffman Estates Park District. Any variance and/or violation of Hoffman Estates Park District policies and procedures will result in immediate contract termination.
- C. Days and hours of work to be performed by Contractor include:
Days and hours of work for tennis programming and lessons will be mutually determined by Prairie Stone Sports & Wellness Center and First Serve

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

Management taking into account the schedule of classes and caps listed in the Hoffman Estates Park District Guide, the Cardio Tennis class schedule, all private and semi-private lessons scheduled through the instructors

- D. Location(s) of work to be performed by Contractor include(s):
Tennis programming, camps, and lessons will take place within the area of the three tennis courts at Prairie Stone Sports & Wellness Center. Outdoor lessons and camps will be conducted on outside park district tennis courts.
- E. Contractor's other responsibilities include:
- *First Serve Management agrees to hire and utilize instructors who are of the at least the minimum age of 18, pursuing their professional certification, or as mutually agreed upon by Hoffman Estates Park District and First Serve Management for special services, i.e. camps, clinics, workshops.*
 - *Appropriate attire should be worn by First Serve Management staff that meets Prairie Stone Sports & Wellness Center professional appearance standards.*
 - *Production of the marketing materials for First Serve Management will be provided by both parties. Prior to posting, all materials produced must be approved by the General Manager of Operations. Prairie Stone Sports & Wellness Center and Hoffman Estates Park District Communications & Marketing Department will post all appropriate and approved materials. In regard to the Hoffman Estates Park District guide as well as additional applicable marketing materials, First Serve Management must adhere to the guidelines and timelines established by the Hoffman Estates Park District Communications & Marketing Department. Failure to abide by these guidelines could potentially result in programming omissions from the guidebook.*
 - *Scheduling of special events related to First Serve Management will be independently arranged with Prairie Stone Sports & Wellness Center as mutually agreed upon by both parties.*
 - *Any intentional destruction or damage that occurs to Prairie Stone Sports & Wellness Center materials, amenities, tennis area or floor surfaces due to neglect by First Serve Management employees/owner during tennis programming or lessons will be the responsibility of First Serve Management.*
 - *Court sheets must be updated, reviewed, and initialed, when appropriate, by First Serve Management staff/instructors when teaching a lesson*
 - *First Serve Management will make a note on the court sheets as to the instructor who will be teaching the class.*
 - *First Serve Management will support the use of the computerized court schedule provided by the Hoffman Estates Park District.*
 - *First Serve Management will only block out court time for lessons and classes. Instructors may play together only if the court is available at desired time.*
 - *First Serve Management will have first right of refusal for tennis programming and lessons offered within the Hoffman Estates Park District. First Serve Management will be given priority for tennis programming and lessons on the*

indoor and outdoor courts within the Hoffman Estates Park District pending final approval from Hoffman Estates Park District.

- *First Serve Management will be charged for court time if the instructor cancels a class, private or semi-private lesson with less than 24 hour notice. The Director of Facilities and Recreation for Hoffman Estates Park District may waive that fee if it is determined to be an emergency situation.*
- *First Serve Management will provide a comment box for any participant to give their feedback on the tennis classes. Upon receipt of these comments, First Serve Management will follow up with the participant.*
- *First Serve Management staff will work to create and promote tennis programming and lessons that will mutually benefit both the Hoffman Estates Park District and First Serve Management. First Serve Management and the Hoffman Estates Park District will jointly promote tennis camps and leagues.*
- *First Serve Management staff will meet with Prairie Stone Sports & Wellness Center tennis staff monthly to review tennis programs, lessons, and amenities.*
- *First Serve Management will provide standard equipment needed for tennis programming and lessons programs.*
- *First Serve Management will provide all tennis balls used for tennis programming and ball machine.*
- *First Serve Management will provide professional and certified instructors.*
- *An employee from First Serve Management must be present for the entirety of each program at all times.*

F. Additional Considerations

- *Prairie Stone Sports & Wellness Center agrees to provide an indoor tennis area, which includes courts, utilities, maintenance of all related areas, and equipment upkeep (i.e. ballasts, light bulbs, etc.).*
- *Prairie Stone Sports & Wellness Center will supply nets, court dividers and a ball machine along with an office area for administration.*
- *Prairie Stone Sports & Wellness Center will provide temporary lockers for the instructors in the club locker rooms when tennis programming and lessons are taking place.*
- *Prairie Stone Sports & Wellness Center will coordinate business operations regarding bi-monthly First Serve Management payments and programming input and maintenance and will provide website marketing, the creation of flyers, and promotion within the Hoffman Estates Park District guide.*
- *Prairie Stone Sports & Wellness Center will provide assistance with general court management (i.e. court sheets, tennis module bookings)*
- *Prairie Stone Sports & Wellness Center will provide access to the facility utility entrance for deliveries of tennis equipment.*

XVIII. A. Method of Payment:

The following amounts will be paid to the Independent Contractor: Payment will be made, via electronic payment (ACH), on a bi-monthly basis, and/or once session programs/services are completed, after all revenues have been realized, net of all

MEMORANDUM NO. M18-126

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
Brian Bechtold, Director of Golf & Facilities
Christine Tusa, General Manager
RE: The Club at Prairie Stone Signage
DATE: December 7, 2018

Background:

On November 27th the Park District Board approved the rebranding of Prairie Stone Sports & Wellness Center (PSS&WC) to The Club at Prairie Stone™. With these branding efforts staff has identified three key facility signs that will need immediate updating. The signs are as follows:

- Sign #1 - Main branding sign on side of the building facing Higgins Road
- Sign #2 - Main Entrance sign into the parking lot
- Sign #3 - Logo Sign directly behind the front desk as guests arrive into the facility

Additionally staff is planning on a banner to promote “fitness’ and memberships.

Implications:

Staff has received quotes to replace the three key signs from Divine Signs.

Sign #1 – This sign will be an illuminated sign with the new logo replacing the current sign on the side of the building facing Higgins Road.

Budget Breakdown is as follows:

\$3,000	Removal of the Sign
\$2,500	Installation of the Sign
\$14,500	Sign

Staff feels the parks department can remove the sign for a cost of \$1,500 which will save the district \$1,500, bringing the total cost for sign #1 to \$18,500.

Sign #2 – This sign will be repainted and replaced with a new aluminum panel with the new logo. Budget Breakdown is as follows:

\$1,850	Completed Project Sign by Divine Signs
---------	----------------------------------------

Sign #3 – This sign will be replaced with sign foam similar to the HE Parks sign in the board room.

Budget Breakdown is as follows:

\$750	Completed Project Sign by Parks Department
\$2,750	Completed Project Sign by Divine Signs

Staff feels the parks department can provide a high quality sign for a cost of \$750 which will save the district \$2,000, bringing the total cost for sign #3 to \$750.

Banner – A 24' x 12' banner would cost approximately \$1500. We are evaluating size and wording for this.

Grand total for all three signs and the banner, using a combination of in-house labor and Divine Signs, totals \$22,500. Signs #2 and #3 and the banner can be paid through existing 2018 advertising budgets.

Sign #1 needs to be added to the 2019 budget as a Club capital item. If approved staff will seek out additional quotes and concepts for a final sign. Final wording and style (square or just lettering) and type of lighting will be compared based on design firm recommendations. The final product will be within the recommended budget. Sign #1 has the longest lead time of approximately six to eight weeks.

Additionally, staff has re-evaluated the planned 2018 capital purchase of the gym curtain divider for \$11,000. We feel it currently is in good enough working order to be utilized at least another year. In order to help offset the cost of the signs we will forgo this purchase and reevaluate in 2020. We would increase the 2019 capital budget for signage to \$20,000. This would allow for sign #1 based on any additions of lettering or format and/or an additional banner if need be during the year. The 2019 Club budget is currently at a surplus of \$20,000. By adding the new capital sign component it will still be break-even.

Staff has also evaluated all internal signs throughout the entire building and will be replacing and modifying those accordingly within the current 2019 marketing budget funds.

Recommendation:

Staff recommends that the Recreation Committee recommend to the full Board approval to add the capital expenditure for signage at The Club at Prairie Stone in the amount of \$20,000 to the 2019 budget.

MEMORANDUM NO. M18-125

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
Alisa Kapusinski, Director of Recreation
RE: Recreation & Communications/Marketing Division Board Report
DATE: December 7, 2018

Recreation Division



Upcoming Events

- Dec 8: Holiday Hoffman Walks
- Dec 9: Zoo Lights Trip
- Dec 8: Winter Fest
- Dec 15: Skate with Santa
- Jan 3: Job Fair at TC



Administration

A cooperative meeting was held with the Village of Hoffman Estates representatives to discuss 2019 special event planning. Master event calendars were distributed between both agencies to assist with offering events on the same day. Further discussion will be taking place this month on having on-site representation of each agency at all events to support the community as a whole.

Alisa Kapusinski, Colleen Palmer, Jody Dodson and Martha Houston from the Rec department attended PDRMA's Risk Management Institute on November 16.



Triphahn Center

Triphahn Center Fitness and Operations:

Membership	<u>11/31/2017</u>	<u>01/01/2018</u>	<u>11/31/2018</u>	<u>YTD Var. +/-</u>
Total	829	854	765	-89

Member Appreciation was held at both TC & WRC Fitness Centers November 11-17. For each day a member worked out they were able to enter into a drawing for raffle prizes that

were donated from local vendors (Cabelas, Season's 52, Chuy's and a free month membership.) Free fitness classes were offered, fun games to play and opportunities to bring a friend for free day. A healthy snack was provided each day. Everyone seemed to enjoy the extras, and it promoted more interaction between the service desk and our members.



Fitness Membership & Classes

<u>Membership</u>	<u>11/31/2017</u>	<u>01/01/2018</u>	<u>11/31/2018</u>	<u>YTD Var. +/-</u>
Total	343	335	268	-67

Fitness classes: There are 57 participants in Fall fitness classes compared to 53 last year. Pound Fitness class and Teen Weight Training class were both cancelled last fall, but ran this year which was great.



<u>Dog Park Passes</u>	<u>11/31/2017</u>	<u>01/01/2018</u>	<u>11/30/2018</u>	<u>YTD Var. +/-</u>
Total	760	724	681	-43



Special Events:

All Aboard Storytime Train – registration opened on November 14th for residents and November 21st for non-residents. A special marketing push was done on Monday November 26th to fill the final 30 spots. The event sold out with 120 participants in each timeslot.



<u>50+ Membership</u>	<u>11/30/2017</u>	<u>01/01/2018</u>	<u>11/30/2018</u>	<u>+/- Var.</u>
Total Members	272	310	366	+56

50+ Classes & Drop-In:

A free demo of a new daytime Tai Chi class was offered with 18 in attendance. The session began this month with 12 participants enrolled. Forever Strong, also a new class, has 14 enrolled.

Four Winds Casino Trip was held on November 7 with 30 attendees.

Lutheran Home sponsored a Grab & Go Bingo Lunch Event on November 30. 45 members attended the event.



Early Childhood

The preschool program hosted their annual Family Nights the week of November 5. Teachers were present to show families a variety of activities they do in their classroom.

The ELC program held parent/teacher conferences the week of November 26. Preschool conferences take place the end of January.

Preschool/ELC:	11/2017	11/2018	Var. +/-
Three-school 18-19	15 TC 8 WRC	15 TC 9 WRC	+1
2's Playschool 18-19	27 TC 15 WRC	30 TC 24 WRC	+12
Preschool 18-19	134 TC 67 WRC	119 TC 59 WRC	-23
Early Learning Center	29	37	+8

The Muir STAR program started incorporating the weekly "Shining Star" participant, highlighting the child that went above and beyond from the week before. The Shining Star is able to choose the game they play on Friday for the week. The other STAR sites will begin implementing this great idea in the future.

AMITA Health visited Lakeview (Nov 7) and Fairview (Nov 14) to present their "I Am Strong" campaign. We will be setting up some time in January to go out to Lincoln Prairie and Willow.

STAR	11/2017	11/2018	Var. +/-
District 54	367	381	+14
District 15	59	61	+2
KSTAR District 15	15	20	+5
Totals	441	462	+21
Days Off Programs	11/2017	11/2018	Var. +/-
5 dates	112	185	+73

2017 only had 4 trips compared to 5 trips in 2018 (due to election day).



Youth Athletics

In preparation for the upcoming youth basketball season, evaluations were held on November 10th. Coaches meetings were also held on November 10th and 13th, in addition to a coach's clinic on November 24th.

Staff has been working with LL Bean Outdoor to offer new Outdoor Adventure classes. These classes will be promoted in the spring brochure.

A recent trend in adult athletics is the increase and desire for corporate leagues. Athletics staff have been researching what other districts do and contacting local businesses to set up a Spring corporate softball league.



Ice Operations

Try Hockey for Free took place on November 3 with 45 participants. Try Figure Skating for Free took place on November 17 with 60 participants. All participants were given a flyer with a \$10 off coupon on ice classes. Staff will be tracking the coupon usage to use if anyone did take advantage of the discounts.

Public skate numbers continue to grow with 60 people in attendance on December 2.

Staff attended USA hockey seminars along with other Illinois hockey directors in conjunction with the Little Hawks program to focus on ways to grow the game. Guest speakers from the Finnish Hockey Federation sharing their ideas for youth development were also in attendance.

Our Squirt 2 Wolf pack hockey team took 1st place in the Spartan hockey tournament over Thanksgiving weekend.



Communications and Marketing

Staff evaluated the multiple Facebook pages that are currently under the HE Parks umbrella. A total of 13 individual Facebook pages were being published with much of the repeating posts. Staff unpublished the pages that did not have high followers and/or limited posts to refocus attention on the main pages: HE Parks, Bridges & The Club. In addition, the Figure Skating and 50+ pages are still active pages as they have regular posts/updates and

follower activity. Lastly, staff will be developing a specific Hockey program page to share resources and tournament highlights.

Staff will also be working on establishing more followers for Twitter. With each Facebook post, staff will continue to post regularly to Twitter.

This month's social media posts/campaigns included:

- 50+ Holiday Party
- Parents Night Out
- All Aboard Story Time Train: pre- event promo & post event pictures
- Winter Fest
- Holiday Hoffman Walks
- Prairie Stone December Enrollment specials
- Job Fair
- Family Skate Sundays
- Community Interest Surveys
- Giving Tuesday – Friends of HE Parks
- Teen Center card making event
- Prairie Stone Black Friday specials
- Village warming shelters (shared post)
- Skate with Santa
- Free Figure Skating – pre-event promo & post event pictures
- Winter Registration now open

Press Release:

- 11/1: Youth Basketball
- 11/1: Family Skate Sundays
- 11/30: Winter Fest & Breakfast with Santa (with short promo of Skate with Santa included)
- 12/6: Winter Break Camps

Graphics Completed:

- The Club rebranding & website
- Job Fair
- Holiday Hoffman Walk

Web updates:

- Redesign Wolf Pack Hockey pages

Advertising & Sponsorship:

Newly Acquired Advertising and Sponsorships

Chiro One:	Event Sponsor
Lutheran Home:	2019 event sponsor
Leyden Family Services:	2019 marquee
Friends of HE Parks:	Event Sponsor
Jewelry & Coin Mart:	Event Sponsor
Garibaldi's:	Event Sponsor

Fall Back Brew Fest

• Noon to 5 p.m. Saturday, Nov. 3, Palatine Aquatic Center Parking Lot, 340 E. Palatine Road, Palatine. Bring your friends and enjoy a crisp fall day sampling nearly 150 beers from more than 50 breweries at the second annual Fall Back Brew Fest. The event, hosted by the Palatine Jaycees, will feature a selection of local and national breweries along with food trucks and music. Proceeds benefit the Palatine Jaycees. \$10-\$50. Ages 21 and older only. For information, visit www.fallbackbrewfest.com.

Palatine High School Pirate Booster Craft Fair

• 9 a.m. to 4 p.m. Saturday, Nov. 3, at Palatine High School, 1111 N. Rohlwing Road, Palatine. Crafters and vendors in a variety of media. Raffles, door prizes, concessions. Proceeds benefit Palatine High student organizations and activities. Free admission. For information, visit phspiriteboosters.com.

Elk Grove High School Holiday Sampler Craft Show

• 10 a.m. to 4 p.m. Sunday, Nov. 4, at Elk Grove High School, 500 W. Elk Grove Blvd., Elk Grove Village. The 36th annual show will feature more than 250 crafters showcasing a variety of handmade wares. Raffles, concessions, bake sale and more. Admission is \$3; free for children ages 12 and younger. For information, visit eghs.d214.org/parents/parent-teacher-council.

Family Skate Sunday

• 1-2 p.m. Sunday, Nov. 4, Triphahn Ice Arena, 1685 W. Higgins Road, Hoffman Estates. Family Skate Sunday is a weekly event for families to have fun and exercise together. The Hoffman Estates Park District offers lower rates on Sundays from 1-2 p.m. \$3 admission for ages 12 and younger; \$5 for adults. Skate rental is \$3 for everyone. For information, visit www.heparks.org.

Stylin' for Scholars

• 11:30 a.m.-3 p.m. Sunday, Nov. 4, Makray Golf Club, 1010 S. Northwest Hwy., Barrington. Join women from the Northwest suburbs for fun and fashion by attending the Chicago NW Sorority Alumnae Panhellenic Fall Fashion Show and Luncheon to support scholarships for young women. Fashion show, silent auction, basket and jewelry raffles. \$45. Register at <http://cnwsap.org>.

...of Schaumburg, a Democrat, is facing a challenge in the 8th District from Republican Jitendra "JD" Diganvker, 51, of Schaumburg, an Uber driver and businessman.

The 8th District is roughly centered in Schaumburg and includes parts of Addison, Barrington Hills, Bloomingdale, Carol Stream, Carpentersville, East Dundee, Elgin, Elk Grove Village, Glendale Heights, Hanover Park, Hoffman Estates, Lombard, Palatine, Roselle, South Elgin, Streamwood, Villa Park and Wood Dale.

Here are some of their responses to questions posed by the Daily Herald. For complete election coverage, visit www.dailyherald.com.

Q. How strong is the threat of so-called cyberwarfare? What should the U.S. be doing in response to that threat in addition to what is now being done?

Diganvker. Threat is real and we can see everyday. It's clear the Russian federation meddled in the 2016 election and are doing so again in 2018. The U.S. must respond with strong sanctions to any nation that attempts to interfere with our elections. We also need legislation to increase voter security, such as the Protecting American Votes and Elections Act and Defending American Security From Kremlin Aggression Act.

Krishnamoorthi. Cyberwarfare is one of the most important issues facing our nation. From Russia's cyber attacks on our democracy in 2016 to the security breaches that threaten the personal data of millions of Americans, cyberspace is under attack, and we need to take the threat seriously. Russia clearly meddled in the 2016 election, and they are continuing to probe our election systems for weaknesses. Indeed, the Russians hacked Illinois's voting infrastructure in 2016. The Trump Administration needs a coherent strategy to defeat these attacks, and Congress must exercise the strictest oversight. So far, neither the Trump Administration nor Congress is adequately performing its required duties in this regard.

Q. What is your evaluation of President Donald Trump's job performance? Please specify what you view as its highs and lows.

Diganvker. Hard-working Americans are getting benefits from tax cut. Unemployment is in record low numbers. GDP is up 4.2



How is President Donald Trump doing? The candidates for Trump's job performance.

percent. Americans are getting pay raise after decades of stagnation and small business confidence is the highest it has been in years. I applaud the administration's business-friendly policies to help spur economic growth.

We must address trade imbalances without imposing taxes on businesses and consumers and without resorting to crony capitalism. We must also continue to play an active role in world affairs, as American influence is important to peace and prosperity globally.

Krishnamoorthi. The first two years of the Trump Administration is a story of repeated missed opportunities for the American people. President Donald Trump should have started 2017 with a major infrastructure package. Instead, he engaged in six months of attempts to repeal the Affordable Care Act, which set a bad tone in Congress. Instead of reaching out to Democrats, the President has repeatedly played to the worst instincts of his base. From the travel ban to his repeated attempts to build a 3,000-mile border wall, the President has not brought the nation together.

However, I am supportive of the Administration's work with my office on job training. Currently, two-thirds of Americans do not earn a four-year college degree.

Every job require postsecondary training take the form of a university education, a certificate degree at a college, or a professional degree obtained via on-the-job training. My Congress has been every worker has to succeed in the economy, regardless of choice. This applies to every American, who go to college, up-escalator of our achieve the American legislation, H.R. 23 ening Career and cation for the 21 passed both the I ate unanimously, into law in July 201 not passed legisla rize skills-based e regard since 2006, ; thorization attempt vious Congresses. that the House ar imously passed in the President sign law. More than 12 cans will be helped with skills-based t cation, and it will h than 6.9 million jo unfilled primarily I

Winter break field trips offered for days off school

Submitted by Hoffman Estates Park District

Parents whose children attend School Districts 54 or 15 can rest assured knowing that during the winter break when school is out, their kids ages 5-12 can have a blast going on fun field trips.

The Hoffman Estates Park District offers child care for children needing care on school holidays, institute days and in-services. On full days off, child care is offered from 7 a.m. through 6 p.m.

Children must arrive by 9 a.m. Programs are available at Triphahn Center, 1685 W. Higgins Road, or Willow Recreation Center, 3600 Lexington Drive.

The children are bussed to the field trips on the park district's bus. The full days off programs are open to all residents and nonresidents (subject to change):

- Dec. 26: Main Event: Let's have a day of fun and games. Enjoy a two-hour fun card, a game of bowling and

a pizza lunch. Register by 6 p.m. Thursday, Dec. 20, for Triphahn Center (#156415-F) or Willow Recreation Center (#156415-F1).

- Dec. 27: Arctic Splash: It's not summer, but we can still swim indoors. Let's go to Arctic Splash for some fun in the pool. Bring a sack lunch, a swim suit and a towel. Make sure you have dry clothes to change into.

- Dec. 28: Coachlite Skate: Lace up those skates and hit the rink, and skate to the awesome soundtrack of the DJ. Participants should bring a sack lunch and wear socks. Register by 6 p.m. Thursday, Dec. 20 for Triphahn Center (#156415-H) or Willow Recreation Center (#156415-H1).

Willow Recreation Center (#156415-G1).

- Jan. 2: Skyzone: Start off the New Year by jumping your jiggles out. Skyzone socks will be given to each participant.

Participants should bring a sack lunch. Register by 6 p.m. Thursday, Dec. 27, for Triphahn Center (#156415-I) or Willow Recreation Center (#156415-I1).

- Jan. 3: Gameworks: New management, new games and new activities at Gameworks. Enjoy a two hour game card along with lunch of pizza, pop and a cookie. Register by 6 p.m. Thursday, Dec. 27, for Triphahn Center (#156415-J) or Willow Recreation Center (#156415-J1).

- Jan. 4: Rainforest Café: Head to Woodfield to tour the restaurant and then enjoy a yummy lunch of kid friendly favorites. Register by 6 p.m. Thursday, Dec. 27, for Triphahn Center (#156415-K) or Willow Recreation Center (#156415-K1).

Daily field trip fees are the same \$50 per day for residents and nonresidents. Register online at heparks.org or at one of the park district's facilities.

For information, call (847) 285-5535.

Enjoy the season's offerings at annual Winter Fest in Hoffman Estates Dec. 8

Submitted by Hoffman Estates Park District

The Hoffman Estates Park District is hoping for snow on Saturday, Dec. 8, when its annual Winter Fest takes place.

The free event, held at the district's Bridges of Poplar Creek Country Club, runs from 10 a.m. to 2 p.m. and features sleigh rides, ice skating, crafts, games and s'mores. Winter Fest runs concurrently with

Breakfast with Santa, also held at Bridges of Poplar Creek, 1400 Poplar Creek Drive in Hoffman Estates.

Admission to Winter Fest is free, as well as visits with Santa. However, there is a fee per person for breakfast. Reservations for breakfast are required for this popular event, which usually sells out.

Breakfast seating times run 9 a.m. to noon. To reserve

a table, call (847) 781-3655. Adults are \$20.95; children ages 4-12 are \$11.95 and children ages 3 and younger are free.

"Winter Fest and Breakfast with Santa are perfect fun family events for celebrating the season," said Alisa Kapusinski, director of recreation for HE Parks. "Snow or no snow, there is something for the whole family to enjoy."

Plenty of activities are planned that do not require snow, so the event will run with or without it.

If you can't make the Dec 8 fun with Santa, you have another chance to Skate with Santa at Triphahn Center & Ice Arena from 1:30 to 3 p.m. Saturday, Dec 15. Admission is free.

For details, visit heparks.org or call (847) 885-7500.



COURTESY OF HOFFMAN ESTATES PARK DISTRICT

The Hoffman Estates Park District will hold Winter Fest on Saturday, Dec. 8. The free event, at Bridges of Poplar Creek Country Club, will feature sleigh rides, ice skating, crafts, games and s'mores.



COURTESY OF HOFFMAN ESTATES PARK DISTRICT

Registration for the 2018-2019 season of youth basketball is now in progress at the Hoffman Estates Park District. Interested participants can register online or at one of the park district's facilities by Nov. 2.

Sign up for Hoffman Estates Park District youth basketball

Submitted by Hoffman Estates Park District

Registration for the 2018-2019 season of youth basketball is now in progress at the Hoffman Estates Park District. Interested participants can register online or at one of the park district's facilities.

Basketball teams are available for boys and girls in grades one-eight. Practices begin the first week of December and the 10-week game season runs from January through March. Game days, times and locations vary according to the players' age and gender. Practice days and times differ according to the preferences of each volunteer coach. Teams for kids in first through fourth grade will be formed based on the residence, friendship requests and practice availability.

Teams for fifth through eighth grade will be formed

based on a skills assessment, to be held Nov. 10.

"Basketball is a great game that teaches boys and girls the values of being part of a team," said Athletic Manager Kyle Thomas. "Our league will teach the basic fundamentals of basketball through practice and games. It's for great physical exercise and a perfect place to build new friendships."

There is a \$120 fee per resident player and a \$130 fee per nonresident player. All registration must be received by Friday, Nov. 2.

For information about youth basketball leagues, contact Thomas at (847) 285-5429 or kthomas@heparks.org.

Register online at heparks.org using program number 249301.

39

• Submit 'Your News' at www.dailyherald.com/share.

MEMORANDUM NO. M18-124

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
Brian Bechtold, Director of Golf & Facilities
RE: Facilities & Golf Report
DATE: December 5, 2018



Nov Membership Totals	<u>11/30/2017</u>	<u>01/01/2018</u>	<u>11/30/2018</u>	<u>YTD Var. +/-</u>
Totals	2,983	3,086	2,905	-181

Member Services


- November was a slower-than typical month in regard to the influx of members at The Club, but extremely busy with the multiple changes surrounding the new rate structure and the renaming/rebranding of the facility.
- The GM and Director sent a letter to all members announcing the changes to the rate structure, the change with Kids Club becoming a fee-based service in January 2019, and the change in name and logo. The letter was also posted within the facility.
- The team will work diligently with the Business Department next month to get all the necessary preparations done in each member household for the upcoming price changes, effective in January.


Operations and Fitness Departments:


- The Parks Department worked to get the old café space converted into a lounge/seating area that will ultimately have a more appealing and inviting look when one enters the facility. The large rounded counter has been shortened and modified to accommodate some counter seating. Under Dustin’s leadership, Adam and the Parks team did an amazing job with the conversion of this counter and the woodwork. We will also install a TV and order new seating for the entire area. All of these changes will create a whole new look to the space when it is completed by the end of the year.
- The fitness department continues to evaluate the group fitness class schedule and keep up with current fitness trends. They will also offer a special on the package of 10 personal training sessions through the end of the year to boost participation in the personal training program.

Bridges of Poplar Creek Board Report

General Programs

 Saturday, November 3rd. The Turkey shoot had a full field of 108 players. Congratulations to winning team of Jason Franco & Jerry Song with a score of 2 Under Par - 68. Each participant will receive a 12 to 14lb Turkey in this festive event.

 Inaugural Bridges 5k was held on Saturday, November 3rd. We had 55 registered runners and raised \$275 for the Friends of HE Parks Foundation.

 Upcoming F&B Events

- Winter Fest & Breakfast with Santa 12/8 – Currently over 525 reservations.

Golf Rounds

MONTHLY ROUND TOTALS.					
2014	2015	2016	2017	2018	5 Year Average
452	1,198	2,118	724	386	975
YTD ROUND TOTALS					
2014	2015	2016	2017	2018	5 Year Average
29,818	30,308	31,308	31,021	26,195	29,730

Range Information

MONTHLY RANGE BASKET SALES TOTALS					
2014	2015	2016	2017	2018	5 Year Average
94	332	582	102	92	240

YTD RANGE BASKET SALES TOTALS					
2014	2015	2016	2017	2018	5 Year Average
18,446	18,483	18,821	19,210	17,376	18,467

Pass Sales

<i>Resident Passes Thru June</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>
Resident Annual	3	4	1
Resident Individual	128	151	91
Resident Junior	1	2	6
Resident Senior	85	79	91
Total Resident Passes Sold YTD	217	236	189
<i>Non Resident Passes Thru April</i>	<i>2016</i>	<i>2017</i>	<i>2018</i>
Non-Resident Annual	0	1	1
Preferred TT Pass	104	116	80
Non-Res Individual	20	12	13
Non-Res Junior	0	0	2
Non-Res Senior	58	53	54
Total Resident Passes Sold YTD	182	182	150


Hole In One Contestant Update

HOLE IN ONE MONTHLY SALES TOTALS		
2016	2017	2018
363	58	8

YTD HOLE IN ONE SALES TOTALS		
2016	2017	2018
483	2,414	1,891

Communications & Marketing

Marketing/Advertising

 4 Email blasts went out promoting Pro Am Scramble, Final Challenge, Fall Specials, 5k, Turkey Shoot & Winter Fest. Along with Round Promotions, and Online Specials.

Food & Beverage

For the month of November we had a total of 9 events (we had 10 Events in 2017)

The breakdown is as follows:

4 breakfast meetings servicing 100 guests

1 ceremony/reception servicing 77 guests

1 all day meeting servicing 50 guests

1 dinner servicing 180 guests

1 luncheon servicing 49 guests

1 Golf Event Turkey Shoot servicing 108

We currently have 9 events booked for December (we had 9 Events in 2017)

4 Breakfast meetings servicing 95 guests

1 50+ holiday dinner servicing 80 guests

1 holiday party servicing 75 guests

1 shower servicing 54 guests

1 anniversary party servicing 89 guests

1 Breakfast with Santa servicing 530 guests

Wedding Count Update:

2020 = 1 ceremony and reception

2019 = 14 ceremony and reception, 2 reception only, 1 ceremony only

2018 = 16 ceremony and reception and 3 reception only, 2 ceremony only (2 weddings have cancelled this season)

2017 = 14 ceremony and reception, 5 reception only, 5 ceremony only









2016 = 21 ceremony and reception, 4 reception only, 1 ceremony only.

2015 = 18 ceremony and reception, 5 reception only, 4 ceremony only

Golf Maintenance Summary

In November our high averaged 38 degrees (10 degrees below average) and low averaged 27 degrees (5 degree below average). November's rain came to a total of 2.37" (3.15" average). The below average rainfall totals was made up for with multiple snow events, in November our snow total was 12.7" (that is 11 times our average of 1.2"). With the cold temps we saw white for a good part of the month, we recorded 5 days with greater than 1" of snow and an additional 5 days with traces.

November's focus has been preparing for winter and next year. Here is a small list of some of that tasks we tackled:

-  Applied preventative chemical applications to half the rough for weed control for next year
-  Applied snow mold control to greens.
-  Winterized the irrigation system
-  Winterized course bathrooms
-  Trimmed back perennial grasses and flowers
-  Chipped branches that have been collected through the year.
-  Mulched leaves.
-  Removed fountains.

Mother Nature put a damper on our progress during the end of the month but we were able to still be productive indoors pressure washing all equipment, organizing the maintenance facility, and preparing accessories for Breakfast with Santa/Winterfest. With the weather turning so quickly during the end of the month we were not able to complete all snow mold control applications (tees and fairways), topdressing of the greens, and the remainder of next years weed control in the rough. Based on current forecasts we should have a good stretch of weather to finish up all these tasks in the first week or two of December.