

AGENDA
RECREATION & FACILITIES COMMITTEE MEETING
TUESDAY, JUNE 18, 2024
7:15 P.M.

1. ROLL CALL
2. APPROVAL OF AGENDA
Motion to approve the agenda as presented.
3. APPROVAL OF COMMITTEE MINUTES
 - May 21, 2024
Motion to approve the minutes from May 21, 2024 as presented.
4. COMMENTS FROM THE AUDIENCE
5. OLD BUSINESS
6. NEW BUSINESS
 - A. Windy City Bulls Agreement / M24-053
Recommend to the full board approve the agreement with Northwest Sports, LLC, owner of the Windy City Bulls, through June 30, 2027.
 - B. Direct Fitness Solutions Equipment Purchase for The Club / M24-055
Recommend to the full board the approval to purchase fitness equipment from Direct Fitness Solutions through the Sourcewell Contract for a total of \$39,811 for five (5) Cardio fitness pieces, three (3) storage rack pieces, and one (1) weight training piece.
 - C. Garibaldi's Agreement / M24-048
Recommend to the full board the approval of the Garibaldi's licensing agreement, which will be in effect from May 1, 2024 to April 30, 2027.
 - D. Recreation Board Report / M24-047
Motion to recommend the June Recreation Board Report be included in the June Executive Director's Report.
 - E. Facilities and Marketing Board Report / M24-054
Motion to recommend the June Facilities and Marketing Board Report be included in the June Executive Director's Report.
7. COMMITTEE MEMBER COMMENTS
8. ADJOURNMENT
Motion to adjourn the meeting.

MINUTES
RECREATION & FACILITIES COMMITTEE MEETING
May 21, 2024

1. Roll Call:

A regular meeting of the Hoffman Estates Park District Recreation & Facilities Committee was held on May 21, 2024, at 7:12 p.m. at the Triphahn Center in Hoffman Estates, IL.

Present: Commissioner Dressler, Commissioner Friedman, Comm Reps Beranek, Bettencourt, Henderson and Pilafas

Absent:

Also Present: Executive Director Talsma, Deputy Director Bechtold, Director of Parks, Planning & Maintenance Hugen, Director of Recreation Miletic, Executive Assistant Flynn, IT Specialist Hassler

Audience: President Chhatwani, Commissioners McGinn and MacGregor, Kimberly Barton, and Wolf Peddinghaus

2. Approval of Agenda:

Comm Rep Beranek made a motion, seconded by Comm Rep Bettencourt, to approve the agenda as presented. The motion carried by voice vote.

3. Approval of the Minutes:

Comm Rep Bettencourt made a motion, seconded by Comm Rep Pilafas, to approve the minutes of the April 16, 2024, meeting as presented. The motion carried by voice vote.

4. Comments from the Audience:

None

5. Old Business:

None

6. **New Business:**

A. Seascope Aquatic Feature / M24-041

Comm Rep Henderson made a motion, seconded by Commissioner Friedman to restore a 2- to 5-year-old water feature at Seascope for a cost not to exceed \$15,000, rather than replacing the unit as originally planned.

Director Hugen said the 2- to 5-year-old play feature in the water at Seascope was planned to be completely removed this fall with a budget of \$80,000. Prices have gone up considerably. Staff met with the company that refurbished our other units; they said they could extend the life for three- to five years, after which time we can replace it with a feature that will give us a wow factor at that point.

The motion carried by voice vote.

B. Recreation Board Report / M24-039

Comm Rep Bettencourt made a motion, seconded by Comm Rep Henderson to forward the May Recreation Board Report to be included in the May Executive Director's Report.

Director Miletic highlighted the following.

- Superintendent Barton announced that we were awarded a \$4,000 Protect Swimmers grant from the DuPage County Health Department to help 3- to 5-year-olds receive free swimming lessons.
- The Recreation staff has been very busy: tonight alone we have preschool graduation, open house for camp, and Seascope training.
- This past Saturday we had the Community Garage Sale and the Kids to Parks Day, both with excellent turnout.
- The dance recital was held at Hoffman Estates High School on April 18.
- Seascope will open Saturday, May 25.

Executive Director Talsma thanked Director Hugen and his crew for getting the splash pads open the week before the pool opens.

The motion carried by voice vote.

C. Facilities and Marketing Board Report / M24-042

Comm Rep Henderson made a motion, seconded by Comm Rep Bettencourt, to forward the Facilities & Marketing May Board Report to be included in the May Executive Director's Report.

Deputy Director Bechtold highlighted the following from the report:

- Memberships are increasing at The Club, and Student Summer Passes are selling well too, despite Planet Fitness offering free summer memberships for students.
- More hockey tournaments are coming to Triphahn Center thanks to staff efforts.

Commissioner Friedman noted that Rolling Meadows is entering into an agreement for some kind of tournament. Deputy Director Bechtold said that we had been contacted as well.

Executive Director Talsma said that with the new staff in place, both with the Rec and Ice departments, everything is going very well.

The motion carried by voice vote.

7. Committee Member Comments:

Chairman Dressler recognized Comm Rep Beranek for four years of service.

Comm Rep Pilafas said great news on the swimming grant; he knows those skills are very important. Also, he has been to Bridges lately; has had a great experience and is taking lessons and has directed more people to Toptracer and the course.

8. Adjournment:

Comm Rep Beranek made a motion, seconded by Comm Rep Pilafas to adjourn the meeting at 7:22 p.m. The motion carried by voice vote.

Respectfully submitted,

Craig Talsma
Secretary

Cindy Flynn
Executive Assistant

MEMORANDUM M24-053

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
Brian Bechtold, Deputy Director
RE: Windy City Bulls Expanded Agreement
DATE: June 18, 2024

Motion:

Recommend to the full board the approval of the agreement with Northwest Sports, LLC, owner of the Windy City Bulls, through June 30, 2027.

Background:

Hoffman Estates Park District and the Windy City Bulls have had a partnership agreement since 2016. This agreement was last updated and signed in June 2021 with the terms extending through June 30, 2024. The last partnership agreement had a few changes with the overall contract to account for use of facility and more consistent practice times. Along with court modifications which included lines for a full-size NBA practice court. These changes were very well received by both parties in the past three seasons and a new agreement was drafted with no changes based on both parties' recommendations.

Rationale:

Staff has been in discussions with Brad Seymour, President of the Windy City Bulls, about The Club at Prairie Stone continuing to be the official practice facility of the Windy City Bulls. The district is very excited about the opportunity to extend our partnership and enhance the overall brand of The Club.

Staff feels this continued partnership with the Windy City Bulls will have minimum impact on the members of the facility, while increasing our rental revenue from practice times. The greatest benefit remains enhancing our overall brand as we are recognized as the official practice facility of a professional sports organization.

This new three agreement will run through June 30, 2027.

The Agreement has been attached for reference.

May 22, 2024

Craig Talsma
Executive Director
Hoffman Estates Park District
1685 W. Higgins Road
Hoffman Estates, IL 60169

Dear Craig:

Northwest Sports, LLC, owner of the Windy City Bulls (referred to herein as “Team”) is pleased Hoffman Estates Park District (referred to herein as “Sponsor”) and specifically *The Club at Prairie Stone* (referred to herein as “Facility”), located at 5050 Sedge Blvd, Hoffman Estates 60192 will be a member of our family of corporate partners.

This letter sets forth the terms of the agreement (“Agreement”) between Team and Sponsor during the period beginning the date hereof and ending June 30, 2027 (the “Term”). Team agrees to consider in good faith any reasonable requests by Sponsor to modify the sponsorship elements provided in Section I through IV hereunder for the second or third years of the Term provided such modifications are not materially costlier or burdensome to Team to provide.

I. OFFICIAL DESIGNATION

1. The Facility will be designated as the “Official Training Center of the Windy City Bulls” (the “Designation”) during the Term. Sponsor will have the limited, exclusive right and license to use the Designation and the limited, non-exclusive right and license to use the Team name and logo in the Team Area (defined as the 50 miles surrounding the Village of Hoffman Estates) for advertising and promotional purposes in print, broadcast, on its website, and for youth basketball season program jerseys solely with respect to its park district services in the Team Area during the Term. All aspects of the use of the Designation and the Team name and logo, including copy and artwork, are subject to the prior approval of the Team and NBA Team Marketing and Business Operations. All costs associated with branding done by the Facility or the production of the Sponsor’s youth basketball season program jerseys pursuant to this Section I will be at Sponsor’s expense.
2. It is agreed and acknowledged that Sponsor shall have no right to use the name or logo of the Team (or that of its affiliates) in any manner whatsoever except as previously described herein, without the prior written consent of the Team.

II. YOUTH CLINIC AT NOW ARENA

1. Sponsor will receive the opportunity to host a half-day (up to six hours) Youth Clinic on the Team basketball court in October of each year of this Agreement.
2. Team basketball court includes the playing surface, two basketball hoops and game clock/scoreboard.
3. Sponsor shall be solely responsible for the successful operation of the Clinic,

including: marketing and registration.

4. Sponsor shall be solely responsible for providing all staff for the safe operation of the Clinic, including personnel for check-in, operation of the Clinic, clock operations and arena security (to ensure guests do not access areas that are not permitted).
5. Sponsor shall be solely responsible for providing all necessary equipment for the successful operation of the Clinic, including but not limited to: basketballs and water dispensers.
6. Sponsor shall provide all liability waivers and insurance coverage to Team for review in advance of the Clinic, and include Team, Sears Centre Arena and Village of Hoffman Estates as indemnitees under the waivers and additional named insureds under the insurance coverage.
7. Use of the facility shall be limited to only the Team basketball court, and floor-level restrooms, and does not include locker rooms, offices, suites or other areas of the Arena.
8. Sponsor shall select the Clinic date from a list of available dates provided by Team

III. WINDY CITY BULLS TICKETS

1. Sponsor will receive eight 100-level tickets to each Team regular season home game played at the NOW Arena during the Term. If applicable, Sponsor will receive ten 100-level tickets to each Team playoff home game played at the NOW Arena during the term. Seating location shall be mutually agreed upon and permanent for each season of the term.
2. For one Team regular season home game played at the NOW Arena each regular season during the Term, Team will issue to Sponsor up to (200) 100-Level Center tickets to be given by the Sponsor to each youth basketball season program participant, based on one voucher per participant. Game date will be mutually agreed upon, and ticket vouchers will be provided by the Team to the Sponsor by November 1st of each season.
3. Each season, Team will issue to Sponsor up to (800) tickets good for one of five designated game dates, to be redeemed via a unique digital platform provided to Sponsor to distribute to designated Sponsor staff and volunteers. The five designated game dates will be mutually agreed upon, and the digital ticket link will be provided by the Team to the Sponsor by November 1st of each season.

IV. WINDY CITY BULLS MASCOT APPEARANCES

1. Team shall provide its mascot to Sponsor for three appearances during each season of the term that coincide with the dates and times of the appearances noted above.
2. Participation by Team mascot shall be for up to one hour and shall occur at Sponsor facilities within the village limits of Hoffman Estates.
3. Dates of appearances shall be mutually agreed upon and are at the final discretion of Team.

V. SPONSOR SERVICES

1. Team has purchased and shall retain ownership of the following equipment (the “Equipment”) that is currently installed at the Facility and shall remain in place for the duration of the Term:
 - a. Two Portable NBA Spalding E10 Basketball Hoop Stanchion Units
 - b. One Portable Electronic Scoreboard
 - c. Two Portable Shot Clocks
2. Sponsor agrees to continue to provide a space to accommodate the equipment described in Section V.1 that includes basketball court markings consistent with those of an NBA-sized playing court layout at Team’s discretion to create a functional 92-foot basketball court (the “NBA Court”) at the Facility.
3. Sponsor will provide Team (for use by Team or by a visiting NBA G League team upon request by the Team) with use of the NBA Court at the Facility during the Term from the beginning of Team training camp through the end of the NBA G League playoffs (typically from October 15 through April 15, the “Season”) on the following terms:
 - a. Team will use commercially reasonable efforts to provide Sponsor with a preliminary practice schedule at least one month in advance of each month during the Team’s pre-season, regular season and post-season, which will be updated by the Team as the Team requests court time for Team practices.
 - b. Use of the NBA Court by the Team shall consist of the set-up shown in Attachment A, dependent upon the time of day requested for the Team use and other scheduled activities in the Facility basketball space.
 - c. Facility is responsible for providing complete set-up of the Equipment in advance of Team’s use and break-down and storage of Equipment when not in use by Team.
 - d. Sponsor may use Team’s portable NBA Spalding E10 Basketball Hoop Stanchion Units for Sponsor basketball activities with prior approval for use by Team. No other Team-owned equipment located at the Facility may be used by the Sponsor.
 - e. Team may modify scheduled use of the NBA Court up to 14 days prior to scheduled date and times of use, and except as otherwise provided in this Agreement, Facility will make the NBA Court available as requested.
4. Sponsor will invoice Team an hourly rate of \$80.00 for Team’s actual use of the NBA Court. Sponsor invoices will be provided to Team monthly.
5. The Team will use commercially reasonable efforts to cooperate with the Facility to avoid or resolve any conflicts with existing scheduled use of the NBA Court space.
6. Sponsor will use commercially reasonable efforts to offer alternative practice locations at other Sponsor facilities (i.e. – Triphahn Center or Willow Recreation Center) to accommodate Team or individual practice court needs when a scheduling conflict is identified. In situations where Team agrees to relocate full team practices to an alternate location, all such court time will be provided at no

- cost to Team.
7. Sponsor will provide Team with the following Services:
- a. Team will receive 15 annual individual memberships to the Facility, to be used by Team personnel designated by Team during the Term.
 - b. Team will receive 25 6-month individual memberships to the Facility each Season during the Term to be used by Team players and basketball operations staff, and seasonal business staff designated by Team.
 - c. Team personnel and players with memberships are subject to the Facility rules and regulations applicable to all Facility members as outlined in the Facility's membership handbook. A copy of such handbook will be provided by the Facility to the Team prior to each Season.
 - d. Without prior approval from the Facility, Team personnel and players are not allowed to organize group workouts that "take over" or "control" the exercise equipment in a manner that prevents the normal usage of the Facility equipment by other Facility members.
 - e. The foregoing memberships will be transferable by Team with notice to Facility in the event of personnel or player departures provided that at no time will the limits on memberships (15 annual and 25 six-month) be exceeded. Team will provide updated membership rosters to the personnel designated by the Facility reflecting any such changes in personnel or players.

VI. TERMINATION

1. Team will have the option to terminate this Agreement following the 2024-25 or 2025-26 Team season. To be exercised, notice of termination must be in writing and delivered to Sponsor's office at 5050 Sedge Blvd. Hoffman Estates, IL 60192 attn: Craig Talsma via e-mail, certified mail or reputable overnight courier prior to August 31, 2025, or August 31, 2026, as applicable.

VII. INSURANCE AND INDEMNIFICATION

Sponsor assumes full responsibility and liability for the advertising of its brands or products including any words, slogans, logos or designs constituting trademarks or service marks of Sponsor, whether or not registered, that are displayed as provided in this Agreement ("Advertising Copy") and all other work performed or required to be performed by Sponsor under this Agreement, and agrees that the foregoing shall be at Sponsor's sole risk. Sponsor agrees to defend, indemnify, and hold harmless Team, Chicago Professional Sports Limited Partnership, Chicago Bulls Limited Partnership, CBLS Corp., and each of their subsidiaries, affiliates, partners, officers, directors, employees, shareholders, agents, other representatives, successors and assigns (collectively the "Windy City Bulls Parties"), from and against any losses, liabilities, damages, and judgments (collectively, "Claims"), including, without limitation, attorneys' fees, arising out of: (i) the use of any trademark, service mark, logo, design and other intellectual property right materials provided by Sponsor; (ii) Sponsor's Advertising Copy and any products of Sponsor; (iii) Sponsor's negligence or intentional misconduct; and (iv) any breach of this Agreement by Sponsor and all costs incurred by the Windy City Bulls Parties (including but not limited to attorneys' fees) as a result of any breach of this Agreement, the enforcement of this Agreement against Sponsor or the collection from Sponsor of any amounts due hereunder. Sponsor fully and forever waives, discharges, and releases the Windy City Bulls Parties from any and all Claims arising out of or related to any matter described in clauses (i) through (iv) above. If requested by the Team, Sponsor shall present to Team satisfactory proof of insurance (including general

liability insurance for bodily injury or death or property damage) adequate by its terms to fully satisfy Sponsor's obligations hereunder, and Sponsor shall, if so requested by Team, include the Windy City Bulls Parties as additional insureds.

Team assumes full responsibility and liability for the advertising of its Advertising Copy and all other work performed or required to be performed by Team under this Agreement, and agrees that the foregoing shall be at Team's sole risk. Team agrees to defend, indemnify, and hold harmless Sponsor and each of its subsidiaries, affiliates, partners, officers, directors, managers, employees, shareholders, agents, other representatives, successors and assigns (collectively the "Sponsor Parties"), from and against any Claims, including, without limitation, attorneys' fees, arising out of: (i) the use of any trademark, service mark, logo, design and other intellectual property right materials provided by Team; (ii) Team's Advertising Copy; (iii) Team's negligence or intentional misconduct; and (iv) any breach of this Agreement by Team and all costs incurred by the Sponsor Parties (including but not limited to attorneys' fees) as a result of any breach of this Agreement, the enforcement of this Agreement against Team or the collection from Team, of any amounts due hereunder. Team fully and forever waives, discharges and releases Sponsor from any and all Claims arising out of or related to any matter described in clauses (i) through (iv) above. If requested by Sponsor, Team shall present Sponsor satisfactory proof of insurance (including general liability insurance for bodily injury or death or property damage) adequate by its terms to fully satisfy Team's obligations hereunder, and Team shall, if so requested by Sponsor, include the Sponsor Parties as additional insureds.

Team shall be responsible for and shall pay for any damage(s) caused by Team personnel to Sponsor's facility and/or property being used throughout the use of this Agreement beyond normal wear-and-tear. Any damage(s) caused by dunking basketballs by Team personnel are not considered normal wear-and-tear.

Team shall defend, indemnify and hold harmless Sponsor, its officials, employees, volunteers and agents against any and all losses and expenses (including reasonable attorney's fees) claims, costs, causes of action, damage to Sponsor's property, arising out of or in consequence of this Agreement, but only to the extent such injuries or damages arise out of any act or omission of Team, including Team's officers, officials, employees, volunteers, agents, contractors, team participants, guests and invitees.

No alcoholic beverages or illegal drugs shall be brought into, consumed or used upon the premises or be in the possession of any member of Team's party.

VIII. NBA RULES & REGULATIONS

This agreement and all of Sponsors' rights hereunder are subject to the Constitution and By-Laws and other rules and regulations of the NBA and the NBA Developmental League, as they presently exist, or as they may from time to time, be entered into, amended or adopted; and this Agreement (and any amendment hereto) must be submitted to NBA Properties within 10 days of execution for its approval and shall not be effective or enforceable until it is expressly approved by NBA Properties.

IX. ASSIGNMENT

The rights of Sponsor under this Agreement shall not be transferable or assignable to any third party, nor shall Sponsor be entitled to promote any person or entity other than itself or the Facility or use a co-brand, promotional tie-in or cross promotion in connection with the exercise of its rights under this Agreement, without the consent of the Team.

X. MISCELLANEOUS

This Agreement may be executed in separate counterparts, each of which when so executed shall be deemed to be an original and all of which, taken together, shall constitute one and the same Agreement. Delivery of an executed counterpart of a signature page to this Agreement by fax (or other commonly-used electronic means, such as PDF) shall be effective as delivery of a manually executed counterpart of this Agreement.

Please sign below, confirming your acceptance of this agreement, and return it to me, keeping a copy for your files.

Sincerely,

WINDY CITY BULLS

Agreed to and accepted by:

Brad Seymour
Windy City Bulls

Craig Talsma
Hoffman Estates Park District

MEMORANDUM M24 - 055

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
Brian Bechtold, Deputy Director
Christine Tusa, General Manager, The Club at Prairie Stone
RE: Direct Fitness Solutions Equipment Purchase for The Club
DATE: June 18, 2024

Motion:

Recommend to the full board the approval to purchase fitness equipment from Direct Fitness Solutions through the Sourcewell Contract for a total of \$39,811 for five (5) Cardio fitness pieces, three (3) storage rack pieces, and one (1) weight training piece.

Background:

As part of The Club at Prairie Stone’s annual equipment replacement and upgrade plan, Club staff has identified the enhancement needs for the facility for 2024. The Board approved \$60,000 for capital operating expenses at The Club for 2024. This account is designated for the addition of new equipment the facility does not have, replacing equipment that is beyond its lifecycle, adding more of the facility’s frequently used pieces to limit wait times for members, and general equipment storage to provide a clean and up-to-date facility.

Rationale:

Staff has researched fitness trends and received feedback from both The Club’s professional fitness staff as well as Club members to determine the pieces to purchase in 2024. Staff worked with our Direct Fitness Sales Representative and developed a proposal with our Sourcewell contract pricing. The Sourcewell contract provides us State Co-Op Pricing and satisfies all bid requirements.

The following is a list of items to be purchased from Direct Fitness Solutions which includes both freight and product installation: (Complete proposal attached)

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
2.00	PELTON Commercial Subscription 1	PELTON Commercial Subscription: 1 Year Subscription to Live and On Demand classes		\$ 528.00	\$ 528.00	\$ 1,056.00

CARDIO

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	PELTON Commercial Bike+	PELTON Commercial Bike+ Package: includes 3 Year Warranty, 2lb weights, and mat		\$ 3,499.00	\$ 3,295.00	\$ 3,295.00

1.00	STAIR 9-5295-10G-LCD	StairMaster 10 Series 10G Gauntlet w/ LCD		\$ 13,299.00	\$ 8,145.00	\$ 8,145.00
1.00	PELOTON Row	PELOTON Row commercial package		\$ 3,799.00	\$ 3,495.00	\$ 3,495.00
2.00	FM FMTK74218	FREEMOTION FMTK74218 i10.9b Incline Trainer LED 120V		\$ 9,999.00	\$ 6,995.00	\$ 13,990.00

STRENGTH

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
2.00	TAG RCK-ACR-B	TAG FITNESS Accessory Rack - BLACK		\$ 718.00	\$ 695.00	\$ 1,390.00
1.00	TAG Elite-SM	TAG Elite Linear Bearing Smith Machine (Black)		\$ 4,598.00	\$ 3,195.00	\$ 3,195.00
1.00	TAG RCK-ACR45	TAG FITNESS Large Storage Rack		\$ 1,858.00	\$ 1,235.00	\$ 1,235.00

FREIGHT

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	FREIGHT	Freight		\$ 0.00	\$ 2,310.00	\$ 2,310.00

INSTALL

Quantity	Product Code	Product Description	Line Item Description	List Price	Sales Price	Total Price
1.00	INSTALLATION	Product Installation		\$ 0.00	\$ 1,700.00	\$ 1,700.00

Subtotal	\$ 39,811.00
Estimated Tax	
Grand Total	\$ 39,811.00

MEMORANDUM NO. M24-048

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Karrie Miletic, Director of Recreation
RE: Updated Garibaldi's Licensing Agreement
DATE: June 18, 2024

Motion:

Recommend to the full board the approval of the Garibaldi's licensing agreement, which will be in effect from May 1, 2024, to April 30, 2027.

Background:

The licensing agreement the District currently has with Garibaldi's to provide food service for the District, will expire in 2025. It currently includes the operation of concessions at Triphahn Center, as well as Seascape concessions, and Cannon Crossing concessions as needed.

In 2023, staff rebranded the Triphahn Center concession area (The Icebox), and we now operate the service with our own staff. With that change, we are proposing a new licensing agreement with Garibaldi's to only include Seascape during the summer season, and Cannon Crossing concessions on an as-needed basis.

Rationale:

The new licensing agreement will be in effect for three years, beginning May 1, 2024, and expiring April 30, 2027. The final year of the current contract would have been \$14,400. Therefore, the first year of the new proposed contract will be \$14,400, with a 3% annual increase each of the next two years. Each year, the annual rent will be payable on a monthly basis.

Garibaldis will be open daily at Seascape from 12:00 to 6:00 p.m. when the facility is open. At Cannon Crossings, Garibaldis will operate the concession stand when tournaments are held.

HOFFMAN ESTATES PARK DISTRICT LICENSE AGREEMENT

This License Agreement for Concession Area Operations (the “Agreement”) is made and entered into by and between the HOFFMAN ESTATES PARK DISTRICT (“Park District”), an Illinois park district, with its principal office at 1685 West Higgins Road, Hoffman Estates, Illinois, and SADIE INVESTMENTS, LLC d/b/a Hoffman Estate’s GARIBALDI’S with its principal place of business located at 2346 W. Higgins Road, Hoffman Estates, Illinois 60169 (“Licensee”). Park District and Licensee are hereinafter referred to individually as a “Party” and together as the “Parties”.

WHEREAS, the Park District owns and operates the following three (2) facilities and parks within Hoffman Estates: Seascape Family Aquatic Center (SFAC) located at 1300 Moon Lake Blvd; and Cannon Crossings Park (CC) located at 1675 Nicholson Drive (“Premises”); and

WHEREAS, the Park District owns concession areas at each of the aforementioned Premises: Seascape Family Aquatic Center (SFAC); and, Cannon Crossings Park (CC) (“Concession Areas”).

WHEREAS, Licensee desires to obtain a license agreement under which it shall operate food and beverage concession operations; and

WHEREAS, the Park District Board of Commissioners finds and determines it to be in the best interest of the Park District to grant such a license;

NOW THEREFORE, in consideration of the mutual covenants herein contained and for such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree, covenant and promise as follows:

1. The License

Subject to the terms and conditions of this Agreement, Licensee is hereby granted a license to use and occupy the Concession Areas within the Premises as follows: approximately 300 square feet of space at TC; approximately 300 square feet of space at SFAC; and, approximately 100 square feet of space at CC. If, in the sole discretion of Park District, the space occupied by Licensee becomes necessary for Park District use, Park District shall have the right to relocate Licensee to comparable space in the Premises. In the event such relocation is contemplated, Park District will provide written notice to Licensee not less than 90 days prior to the relocation date.

Tentative hours of operation for concession services will vary per location and season.

Licensee shall operate concession services at SFAC during the summer from 12:00PM – 6:00PM (Sunday-Saturday) when SFAC is open.

Licensee shall operate concession at Cannon Field, as requested in advance on tournament days.

Hours of operation may be altered if agreed upon jointly by Licensee and the Park District. Licensee may operate during any additional hours that the Premises are open to the public, provided Licensee provides advance written notice to the Park District.

Licensee will honor discounted pizza for larger hockey tournament groups, when pre-ordered

2. Term of License

A. The term of this License shall be three years and shall begin on May 1, 2024 and end on April 30, 2027. (Three Year term)

B. This is a grant of a bare license solely for the use and operation of the Concession Areas and incidental use of the common areas within the Premises in a manner which is not inconsistent with the terms and conditions contained in this Agreement. Licensee shall not obtain any possessory or exclusionary interest in the Premises under this Agreement, have any right to occupy or use the Premises or Concession Areas as a tenant or lessee at law, in equity or otherwise, or in a manner which is inconsistent with the terms and conditions of this Agreement.

C. On the date of this Agreement, the Park District is exempt from real estate and other taxes by virtue of its status as a unit of local government. The Parties intend this contractual arrangement to be a license which will not subject the Licensee to real estate taxes. The Park District does not intend to report the existence of this License to any County officials because the Agreement is not a lease and the Park District believes that this transaction creates no event which will result in a real estate tax liability. In the event that, in spite of the efforts of Licensee and Park District, it should be determined that the arrangement between the parties results in the obligation to pay real estate taxes regarding the rights transferred to the Licensee, the payment of any such taxes shall be the responsibility of the Licensee. Provided, however, that at its own expense the Licensee may contest such tax obligation.

3. Costs, Fees, & Expenses

A. License fees (the "License Fees") shall be \$14,400 for the first year, with a 3% increase each of the next two years: \$14,832 in year two and \$15,277 in year three. The annual fee shall be paid in twelve equal monthly payments, January through December.

B. Park District shall provide Licensee the peaceable and quiet enjoyment of the Concession Areas. Except as otherwise described herein, no other area of the Premises shall be used by Licensee, except with prior written permission of the Park District. Licensee may use the equipment located within the Concession Areas and Licensee shall be responsible for the maintenance and repair of that equipment during the term of this License Agreement. Upon expiration or termination of this Agreement, Licensee shall leave said equipment in substantially the same condition as when received, with the

exception of normal wear from use. Equipment owned by Park District is attached as Exhibit A and incorporated into this agreement. Licensee only may remove any item(s) that are owned by Licensee and brought to the Premises for the purpose of providing concession services as provided in this Agreement.

C. Park District shall provide electricity and access to restrooms for the operation of the Concession Areas. However, any alteration of existing systems or plumbing within the Concession Areas shall be at the sole responsibility and expense of Licensee, with prior written permission from the Park District. The Park District shall have no obligation to improve the Premises. The Park District shall provide trash removal of all areas outside the Concession Areas. Licensee shall place all trash in the containers provided by the Park District and shall empty those containers as needed.

D. The Park District shall provide a telephone with local service at TC and SFAC. Park District shall provide public WiFi at TC and SFAC. Park District shall invoice Licensee monthly for Licensee's portion of any telephone charges in excess of normal Park District usage. Licensee shall pay any such invoice amount to Park District within 45 days.

E. Equipment purchased by Licensee remains the property of Licensee.

4. Access to Common Areas

Licensee's employees, agents, program participants, and visitors shall have access to the Premises common area lobby, bathrooms, locker rooms, parking lots, and to such areas as are generally accessible to users of the Premises during the times the Premises are open to the public. No parking is permitted in the driveways or fire lanes. All common areas shall be maintained by the Park District in clean and orderly condition.

5. Insurance and Indemnification.

A. Commercial General and Umbrella Liability Insurance

Licensee shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance with a limit of not less than \$1,000,000 each occurrence, with \$2,000,000 aggregate. The general aggregate limit shall apply separately to each location.

CGL insurance shall be written on Insurance Services Office (ISO) occurrence form CG 00 01 10 93, or a substitute form providing equivalent coverage, and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Park District shall be included as an insured under the CGL, using ISO additional insured endorsement CG 20 11 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance afforded to Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the Licensee's insurance and shall not contribute with it.

B. Business Auto and Umbrella Liability Insurance

If applicable, Licensee shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a limit of not less than \$1,000,000 each accident / \$2,000,000 aggregate. Such insurance shall cover liability arising out of any auto including owned, hired and non-owned autos.

Business auto insurance shall be written on Insurance Services Office (ISO) form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

C. Workers Compensation Insurance

If applicable, Licensee shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$1,000,000 each incident for bodily injury by accident and \$1,000,000 each employee for bodily injury by disease, with \$2,000,000 aggregate.

If Park District has not been included as an insured under the CGL using ISO additional insured endorsement CG 20 11 under the Commercial General and Umbrella Liability Insurance required in this license agreement, the Licensee waives all rights against Park District and its officers, officials, employees, volunteers and agents for recovery of damages arising out of or incident to the Licensee's use of the premises. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Park District for all activities of the Licensee, its employees, agents and subcontractors.

D. General Insurance Provisions

1. Evidence of Insurance

Prior to issuance of the license, Licensee shall furnish Park District with a certificate(s) of insurance and applicable policy endorsement(s), executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above.

All certificates shall provide for 30 days' written notice to Park District prior to the cancellation or material change of any insurance referred to therein. Written notice to Park District shall be by certified mail, return receipt requested.

Failure of Park District to demand such 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 Licensee's obligation to maintain such insurance.

Park District shall have the right, but not the obligation, of prohibiting Licensee from occupying the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Park District.

Failure to maintain the required insurance may result in termination of this license agreement at Park District's option.

Licensee shall provide certified copies of all insurance policies required above within 10 days of Park District's written request for said copies.

2. Acceptability of Insurers

For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Park District has the right to reject insurance written by an insurer it deems unacceptable.

3. Cross-Liability Coverage

If Licensee's liability policies do not contain the standard ISO separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

4. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to the Park District. At the option of the Park District, the Licensee may be asked to eliminate such deductibles or self-insured retentions as respects the Park District, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

E. Indemnification

To the fullest extent permitted by law, Licensee shall defend, indemnify and hold harmless the Park District, and its respective officers, officials, employees, and volunteers (the "Park District's Indemnified Parties"), from and against all claims, damages, losses, expenses, including, but not limited to, legal fees (reasonable attorney and paralegal fees and court costs) arising from or in any way connected with (i) any act and/or omission of Licensee or any of its officers, agents, employees, volunteers, contractors, students, invitees, guests, or anyone acting on behalf of Licensee; and/or (ii) Licensee's breach of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. In no event shall Licensee be required to indemnify and/or hold harmless the Park District's Indemnified Parties to the extent of any act(s) and/or omission(s) of the Park District and/or its employees, agents, contractors, and/or permitted and intended users, excluding Licensee's users, and program participants, for which the Park District is held liable under Illinois law. This indemnity is separate from and in addition to Licensee's insurance obligations under this Agreement.

6. Operations, Maintenance, and Supervision.

A. At all times during the term of this Agreement, Licensee shall maintain the Concession Areas and all personal property located therein in a clean, neat, orderly and safe condition, including all fixtures for customers' convenience including, without limitation, collection and proper disposition of trash. Inspection and cleaning of these areas shall be completed not less than every thirty (30) minutes that the Concession Areas are open.

B. Licensee shall employ sufficient and qualified personnel at least sixteen (16) years of age for operating the Concession Areas and agree that the services rendered by such personnel to the public shall be provided in a courteous, businesslike and efficient manner. Designated Park District employees will contact Licensee management regarding Licensee's employees to discuss modification of employee behavior and issues regarding Licensee's employees' dealings with the public including, without limitation, rudeness to the public, which will be addressed immediately upon notification. Licensee also expects the same consideration from the Park District when dealing with Park District personnel and patrons to the facility.

C. Licensee agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act the Civil Rights Act of 1974, the State Human Rights Act, Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder, and all amendments made thereto, and Licensee agrees not to deny services or employment opportunities on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, pregnancy, order of protection status, or unfavorable discharge from military service. Further, Licensee agrees to indemnify and hold the Park District harmless for all claims, costs, and damages including attorney's fee in regard to any violations of the above-stated acts, rules, regulations and amendments.

D. Licensee agrees to adhere to all Federal, State, and local Laws, rules and regulations that may pertain to the operation of the Concession Areas including, but not exclusive to, having an individual on staff and paying for all necessary taxes, licenses, permits, inspections, and certifications, as well as adherence to Cook County and Village of Hoffman Estates health and sanitation requirements for buildings and workers.

E. Upon request from the Park District, Licensee shall provide criminal background checks on all of Licensee's employees who may be employed at the Concession Areas.

F. Upon the expiration of this License, Licensee shall cause its signage and any other improvements placed on or in the Premises by Licensee, excluding fixtures, to be removed if Licensee desires to remove such items or if requested to do so by the Park District. Any improvements or equipment abandoned on the Premises for greater than thirty (30) days after the termination or expiration of this Agreement, or any renewal term thereof, shall be considered forfeited and the Park District shall have the option, but not the obligation, to take title to those improvements and equipment, without providing any credit or setoff against any of Licensee's remaining obligations.

G. The Park District shall not be responsible in any way for any damage to or loss of Licensee's equipment or supplies.

H. It is understood, acknowledged and agreed by the parties that the relationship of Licensee to the Park District arising out of this Agreement shall be that of an independent contractor. Neither Licensee nor any employee or agent of Licensee is an employee or agent of the Park District, and therefore, is not entitled to any benefits provided to employees of the Park District. Licensee has no authority to employ or retain any person as an employee or agent for or on behalf of the Park District for any purpose. Neither Licensee nor any person engaging in any work or service related to this Agreement at the request, or with the actual or implied consent, of Licensee may represent himself or herself to others as an employee of the Park District. Should any person indicate to Licensee, or any employee or agent of Licensee, by written or oral communication, in the course of dealing, or otherwise, that such person believes any of Licensee's employees to be an employee or agent of the Park District, Licensee shall use its best efforts to correct such belief. Licensee covenants, for the term of this Agreement and for one additional

year thereafter, not to employ, or solicit for employment, any Park District employee whose principle place of work is the Premises.

I. Neither the Park District nor any employee or agent of Park District is an employee or agent of Licensee, and therefore, is not entitled to any benefits provided to employees of Licensee. The Park District has no authority to employ/retain any person as an employee or agent for or on behalf of Licensee for any purpose. Neither the Park District nor any person engaging in any work or services related to this Agreement at the request or with the actual or implied consent of the Park District may represent himself to others as an employee of Licensee. Should any person indicate to the Park District or any employee or agent of the Park District by written or oral communication, in the course of dealing, or otherwise, that such person believes an employee of the Park District to be an employee or agent of Licensee, the Park District shall use its best efforts to correct such belief.

J. Licensee shall not knowingly employ any person who has been convicted of any of the offenses enumerated in Section 8-23 of the Illinois Park District Code, 70 ILCS 1205/8-23.

K. Licensee acknowledges the Premises are located on smoke-free campuses, and shall not allow smoking in any areas of the Concession Areas by both parties and employees.

L. Licensee shall provide 20% discount to Hoffman Estates Park District employees & board members with valid ID on select merchandise and services for their personal use only. Due to varying availability and margins, Licensee will not offer a blanket discount on all goods and services. Discounts will be applied fairly and equally to all Park District employees based on the particular goods and services purchased. Any evidence of abuse of this benefit, such as resale of discount items or purchases for use for other than by the Park District employee for which it is intended, will be reported to the Park District and discounts to the offending employee will terminate.

M. Licensee shall offer a menu of products for sale that is approved by Park District.

7. Termination.

A. In the event Licensee shall breach or be in default under any of the material provisions of this Agreement, with the exception of provisions relating to license fees or insurance, the Park District may terminate this Agreement if Licensee shall not have cured such default within thirty (30) days after the Park District shall have notified Licensee thereof in writing. In the event Park District shall breach or be in default under any of the material provisions of this Agreement, Licensee may terminate this Agreement if Park District shall not have cured such default within thirty (30) days after Licensee shall have notified Park District thereof in writing.

B. In the event Licensee shall breach or be in default under the license fee or insurance provisions of this Agreement, the Park District may terminate this Agreement effective immediately; provided however, Park District shall reinstate the grant of license and terms and conditions of this Agreement upon Licensee providing the Park District, within 10 days of the effective date of the notice of termination, with the balance of the delinquent licensee fees and/or proof of insurance or such other documentation as is necessary to demonstrate that Licensee is in compliance with the license fee or insurance requirements set forth herein and Licensee paying any License Fees which would have accrued during the interim period of termination.

C. In the event Licensee shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Licensee and the same shall not have been dismissed within ten (10) days of such filing, this Agreement shall automatically terminate upon ninety (90) days prior written notice by either party to the other party.

D. In the event Licensee fails to conduct operations for which this License is issued for more than ten (10) days out of any consecutive thirty (30) day period, the Park District shall have the right to terminate this Agreement effective immediately. This provision shall not apply during any period when the Park District is performing capital improvements to the Concession Areas or the Premises in a manner which frustrates the ability of the Licensee to operate the Concession Areas.

E. Notwithstanding the provisions of this Section, the termination of this Agreement shall not terminate the obligations of the respective parties regarding indemnification set forth in paragraph 5.E. hereof.

F. If for any reason Licensee's product and/or services substantially fail to meet the District's standard of quality, the District will request immediate rectification in writing. If Licensee fails to improve the product and/or services in order to meet the District's requirements within 30 calendar days, the District has the right to terminate this license, effective immediately.

8. Force Majeure.

Neither party shall be liable for damages for its failure to perform due to contingencies beyond its reasonable control, including but not limited to, fire, storm, flood, earthquake, explosion, accident, public disorders, sabotage, lockouts, labor disputes, labor shortages, strikes, riots, or acts of God. Notwithstanding the foregoing, neither party shall be entitled to rely on this provision unless it is using its commercially reasonable efforts to resume performance. Any delay in performance permitted under this provision shall be for no longer than the duration of the event giving rise to the delay.

9. Waiver.

Failure or delay on the part of either party to exercise any right, power, privilege, or remedy under this Agreement shall not constitute a waiver thereof. No modification or waiver by either party of any provision shall be deemed to have been made unless in writing. Waivers of a specific failure or delay shall not be construed as a general waiver.

10. Severability.

The provisions of this Agreement shall be severable and the invalidity of any provision, or portion thereof, shall not affect the enforceability of the remaining provisions.

11. Authorized Signatures/Effectiveness.

The persons signing this Agreement shall have all legal authority and power in their respective capacities to bind Licensee and the Park District, and the Agreement shall not be effective until fully executed and delivered to both Parties.

12. Notices.

All notices shall be in writing and shall be given by personal delivery, certified or registered mail, or prepaid mail carrier to the parties hereto at the respective addresses set forth below:

If to the Park District:
Hoffman Estates Park District
Attention: Executive Director
1685 West Higgins Road
Hoffman Estates, IL 60169

If to Licensee:
Sadie Investments, LLC d/b/a Hoffman Estates Garibaldi's
Attn: Michael E. Bagan, President
2346 W. Higgins Road
Hoffman Estates, IL 60169

13. Representations.

A. Licensee represents and covenants that no official, employee or agent of the Park District (1) has been employed or retained to solicit or aid in the procuring of this Agreement; or (2) will be employed or otherwise benefit from this Agreement without the immediate divulgence of such fact to the Park District.

B. In compliance with Section 10.1 of the Illinois Purchasing Act, Licensee certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, or any governmental entity, nor has Licensee made an admission of

guilt of such conduct which is a matter of record, nor has an official, agent, or employee of Licensee been convicted nor made such an admission.

14. Rights of Third Parties.

The License is entered into solely for the benefit of the contracting parties, and nothing in the License is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this License, or to acknowledge, establish or impose any legal duty to any third party. Nothing in this License shall be construed or interpreted in any way as a waiver, express or implied, of any common law and/or statutory privileges and/or immunities of the Park District as to any claim, cause and/or cause of action of any kind whatsoever.

15. Assignability.

Licensee shall have no authority or power to sell, transfer or assign this Agreement or any interest therein, nor any power or authority to permit any other person or party to have an interest or use any part of the Park District property covered by this Agreement, for any purpose whatsoever, it being the intention of this Agreement to grant the privilege solely to Licensee and neither directly nor indirectly to any other party. Any attempt to assign the License herein granted shall be null and void.

16. Applicable Law: Venue.

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and venue for any lawsuits shall be in Cook County, Illinois.

17. Freedom of Information Act

Licensee agrees to maintain all records and documents related to this Agreement in compliance with the Freedom of Information Act, 5 ILCS 140/1 et seq. In addition, Licensee shall produce records which are responsive to a request received by the District under the Freedom of Information Act so that the District 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, then Licensee shall so notify the District and if possible, the District shall request an extension so as to comply with the Act. In the event that the District is found to have not complied with the Freedom of Information Act due to Licensee failure to produce documents or otherwise appropriately respond to a request under the Act, then Licensee shall indemnify and hold the District harmless, and pay all amounts determined to be due including but not limited to fines, costs, attorneys' fees and penalties.

18. Entire Agreement and Amendments.

This Agreement constitutes the entire understanding between the Parties and supersedes all previous agreements or negotiations on the subject matter herein, whether written or oral, and shall not be modified or amended except by written agreement duly executed by the Parties.

19. Execution in Duplicate.

This Agreement may be signed in duplicate with the same effect as if the signatures to each copy were upon the same Agreement.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers.

HOFFMAN ESTATES PARK DISTRICT

SADIE INVESTMENTS, LLC d/b/a
Hoffman Estates Garibaldi's

By: _____

By: _____

Craig Talsma, Executive Director

Print Name & Title

Date

Date

MEMORANDUM- M24-047

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Karrie Miletic, Director of Recreation
RE: Recreation Board Report
DATE: June 10, 2024

Motion:

Recommend to the full board to include the Recreation Board Report in the Executive Director's Report.

Recreation Division



May is always a busy kick-off to summer with lots of endings and beginnings. Preschool graduation, dance recitals, special events and lots of training for pool and camp staff. May 18 was one of busiest days of the year with Garage Sale, Dance Recital, Kids to Parks Day and Lifeguard Training. It was a perfect example of when great teams come together.



General Programs

Theatre:

Willy Wonka Jr continues to practice on Saturdays with 43 cast members. Their show will be June 25 at Prairie Center for the Arts. They also have a free show at the Village Green on June 26. The fall HOTT theatre performance will be Oliver.

General Programs:

Program	Spring 2023	Spring 2024
Shotokan Karate	124	117
Tae Kwon Do	24	36
Gymnastics	260	242
Racquetball lessons	11	29
Racquetball leagues	4	6
Aneta Art	5	3
A and A Music	0	3

New Summer sessions start in mid-June.

Dance:

Things that happened in May:

1. Rainbow dance competition
2. Recital 5/18 at Hoffman Estates High School (3 show times)

Things that will be happening in June:

1. Summer classes start 6/3
2. Company auditions 6/29

Winter/Spring Dance Numbers:

Style	W/S 2023 Classes offered	W/S 2023 numbers	W/S 2024 Classes running	Number enrolled as of 5/18/2024
Junior Company	0	0	1	5
Stars Dance Company	1 (4 levels)	25	1 (4 Levels)	26
Ballet/Tap	9	89	8	72
Ballet/Jazz	6	58	5	43
Jazz/Hip Hop	3	35	4	51
Tap	2	11	2	9
Specialty	2	9	2	11
Total	24	227	23	217

Summer Dance Numbers:

Style	Summer 2023 Classes offered	Summer 2023 numbers	Summer 2024 Classes running	Number enrolled as of 6/6/2024
Ballet	3	42	4	48
Ballet/Tap	4	34	4	19
Ballet/Jazz	2	10	2	11
Jazz/Hip Hop	2	15	3	21
Tap	2	14	2	21
Specialty	7	88	6	75
Total	20	203	21	195

Spring Baton Numbers:

Style	Spring 2023 Classes running	Spring 2023 Numbers	Spring 2024 classes being offered	Spring enrolled as of 5/11/2024
Performance baton	2	14	2	20
Baton	8	27	10	30
Total	10	41	11	50

June Baton Numbers:

Style	June 2023 Classes running	June 2023 Numbers	June 2024 classes being offered	Spring enrolled as of 6/6/2024
Performance baton	2	12	2	5
Baton	7	23	7	11
Total	9	35	9	17

Special Events:

- The Kids to Park event was at Fabbrini on May 18 . It was well-attended and the weather was perfect. The inflatables and entertainment throughout the day created a perfect kick-off to summer. The fire truck was a hit.
- Seascape Garage sale was May 18 as well with 45 vendors. We had a steady crowd all day.
- Park District staff will be assisting at the Fourth Fest in the Kid Zone both days; our M.O.RE. van and Commissioners will be in the parade.
- UnPlug Day is our next large event on July 13 at South Ridge.
- Our MORE van made a stop at Freezy Friday with the Police Department on June 7. We have MORE van visits scheduled starting June 26 throughout July and August.

Summer Family Funday Concert Series

Date	Vendor	Location
6/7	Todd Downing	Vogelei
6/10	Nanny Nikki	Seascape 6pm
6/21	Super Stolie	Vogelei
7/12	Ben and the Tatar Tots	Vogelei
7/13	Jeanie B- Un Plug Day	South Ridge
7/26	Miss Jaime	Vogelei
8/9	Scribble Monster	Vogelei
8/23	Istvan and the Imaginary Band	Vogelei



Early Childhood

Preschool:

Next School Year

2024-25 WRC		2024-25 TC	
Threeschool	3	Threeschool	5
2's Playschool	4	2's Playschool	4
3's & 4's	31	3's & 4's	64
Total	38	Total	73

- Preschool graduations were held on May 16 (TC) and May 17 (Bridges). 3-year-old preschool had end-of-the-year parties at Huntington Park and Vogelei Park.

LSC:

2023	2024
51 (3 rooms)	53 (3 rooms)

5 Days: 44

3 Days: 5

2 Days: 4

- Graduation was held on May 21 at Bridges.
- The new teacher, Ms. Danielle, started on May 6.

Rock'n'Kids

Kid Rock: 12

Tot Rock: 10

Summer Camp: Starts June 3rd

Camp	Session 1	Session 2	Session 3	Session 4	Session 5
Pre-Camp 5-day TC	8	5	4	4	4
Pre-Camp 2-day TC	4	7	5	4	NA
Pre-Camp 2-day WRC	8	10	7	10	NA
KinderCamp TC	14	15	7	10	8
KinderCamp WRC	7	6	5	5	5
Ready For Kinder	5	7	7	7	6
Jr Leaders	2	3	4	2	NA



May Board Report

<u>May 50+ Events:</u>	<u>Date:</u>	<u>Attended:</u>
Seniors out Socializing Early Bird- Longhorn Steakhouse	5/8	14
Lake Geneva Boat tour/Pier 290 lunch	5/9	20
Lunch and Learn-Redefining your tomorrow	5/14	26
Pub Trivia	5/15	32
Metropolis 9 to 5 and Salsa 17 Lunch	5/16	14
Seniors out Socializing-Richard Walkers	5/17	Cancelled due to low enrollment
Acrylic Paint Pouring- WRC	5/21	6
Lunch & Learn- Senior Living Myths	5/22	20
Birthday Lunch	5/24	17
Sight Movie	5/23-5/30	15
Baseball and Brews Milwaukee Overnight (Cubs/Brewers Game)	5/29-5/30	Cancelled (2 dropped so only 3 were enrolled)
50+ Pickleball League	April through June	139 -Enrolled in ongoing program

June 50+ Events	Date	Enrolled
How to be a Better Pickleball Partner Clinic	6/1	19
Seniors Out Socializing	6/5	9
Pub Trivia	6/12	6
Fitzgerald's Fish Boil	6/13	13
Movie and Munchies @ TC	6/17	0
Seniors out Socializing- Honey Berry	6/21	1
Lunch & Learn- Lifeway Mobility	6/26	6
Birthday Lunch	6/28	2

Group Exercise Enrollments for 50+

Class	Winter 2024	Spring 2023	Spring 2024 (as of 5/31)
50+ Basic Exercise	77	52	72
Tai Chi (Daytime)	14	10	14
Line Dancing	36	15	20
Gentle Yoga	26	10	22



School Age - STAR and Day Camps

STAR Enrollment 24/25

- To date, 292 enrollments across all STAR Before and After School Locations

	3 days before	3 days after	5 days before	5 days after	Total enrolled 23/24	Waitlist	<i>Total enrolled last year 23/24</i>
Armstrong	2	4	11	12	29	0	51
Fairview	3	8	7	11	29	0	52
Lakeview	0	3	8	16	27	0	56
MacArthur	1	7	31	43	82	0	86
Muir	0	2	6	6	14	0	43
Lincoln Prairie	3	4	18	8	32	0	53

Total for D54 24/25	9	28	81	96	213	0	341
Whiteley	8	9	20	42	79	82	71

Summer Camp

- Camp registration is open and taking enrollments.
- To date, 3139 enrollments across all camps

Camp	Current enrollment across 10 weeks
Explorers 5-day South	674
Explorers 3 day	401
Explorers 5-day North	664
Teen	191
Sports (9 weeks)	489
STEAM (9 weeks)	432
Extended Camp (8/12-8/23)	288
	3,139 Total Enrollments



Youth Athletics

Adult Sports

- Outdoor pickleball leagues began at Fabbrini on June 3
 - We have three levels of competition.
 - Social League, 3.5 and 4.0+
 - Social has 5 teams, 3.5 has 10 teams and 4.0+ has 6 teams
- Adult Softball began play on June 3 at Cannon Crossing
 - 5 teams will participate.
 - We also have a free agent list going

Youth Sports

- Soccer leagues will finish on June 15
 - We will field two intervillage teams (7/8 Coed and 3/4 Girls)
 - A total of 305 participants enrolled throughout all age levels

- Contractual classes are picking up
 - Sports Kids, Inc. are running outdoor classes now and they are offering a variety of summer programming opportunities (along with several camp options)
 - Hoffman United Soccer Club has increased programming opportunities for the summer months (classes on Monday, Wednesday, and Friday at a different park each day)
 - We have HUSC fundamentals classes running all three days offered
- Lacrosse is looking to expand offerings for camps/clinics for the summer season
 - Will has been working with local high school coaches and a local lacrosse club for programming
- Baseball leagues are coming to a close for 8th grade and below levels
 - We expect Shetland, Pinto, Mustang, Bronco, and Pony to all be done by June 22
 - Working with Rolling Meadows Park District to put together an all-star game for Pinto and Mustang
 - We have 165 enrolled across all age groups
 - Colt baseball will field two teams and games begin on June 8
- Girls Flag Football
 - A free clinic will be held at Fabbri Park from 5:30-7:30pm on June 26
 - We have invited girls from Palatine, Arlington Heights, Rolling Meadows, and Hoffman Estates
 - Meeting with surrounding community Athletics Managers on May 13 to finalize plans for Fall '24 Girls Flag Football League

Field Rentals

- Cricket Rentals are fully booked and paid all weekends from mid-April-October
 - Weekday rentals are filtering in, as well
- Baseball, softball, and soccer rental requests are coming through steadily and continue working to accommodate these within our internal programming needs



Aquatics

May was busy with lots of Seascapes Training. We opened May 25, Memorial Day weekend with a bit of a rainy start. The Club pool is closed for its annual maintenance the week of June 10.

The Club Swim Lessons

Type of Lesson	2023	2024
Parent/Tot	35	31
Tots	21	15
Group Classes	135	104
Adult	7	N/A

Seascape Swim Lessons:

Started June 10

Type of Lesson	2022	2023
Parent/Tot	4	0
Tots	4	3
Group Classes	138	60

We have sold 718 seascape passes for summer so far, last year we were at 854 (however the weather started off warmer). Sales continue to rise in June.

Recreation Facilities

Willow Rec Center Fitness & Racquetball

<u>Membership</u>	<u>5/31/2023</u>	<u>01/01/2024</u>	<u>5/31/2024</u>	<u>2024 YTD</u>
Fitness	143 *	127	138	+11
Racquetball	49*	39	27	-12
Total	192*	166	165	-1

WRC Healthcare 2 Members

WRC Rental Information: We had a total of 11 rentals

***DOG OFF-LEASH AREAS**

<u>Membership</u>	<u>5/31/2023</u>	<u>01/01/2024</u>	<u>5/31/2024</u>	<u>2024 TTD</u>
Total	600*	519*	540	+21

Triphahn Center Fitness

<u>Membership</u>	<u>5/31/2023</u>	<u>01/01/2024</u>	<u>5/31/2024</u>	<u>2024 YTD</u>
Total	594	569	614	+45
Billed Members	532	505	542	+ 37
Healthcare Numbers	62	64	72	+ 8

TC Rental Information: We had a total of 46 rentals

E-Sports

- We did not have any birthday parties in May. Fortnite Tournaments and Parents Night Out program will resume for our summer programming in June. We will report on June numbers in the July report.

MEMORANDUM NO. M24-054

TO: Recreation Committee
FROM: Craig Talsma, Executive Director
 Brian Bechtold, Deputy Director
RE: Facilities & Marketing Board Report
DATE: June 18, 2024

Motion:

Recommend the June Facilities Report to be included in the June Executive Director’s Report for Board approval.



Bridges General Programs:

- Ladies League is back starting in June; we currently have 9 participants.
- Toptracer Couples League will be a new league we are offering this summer and currently has 8 teams registered.

Golf Rounds

MONTHLY ROUND TOTALS					
2020	2021	2022	2023	2024	5 Year Average
804	3,954	3,576	4,604	4,759	3,539
YTD ROUND TOTALS					
2020	2021	2022	2023	2024	5 Year Average
1,117	7,756	5,623	7,490	8,899	6,177

Range Information

MONTHLY RANGE BASKET SALES TOTALS					
2020	2021	2022	2023	2024	5 Year Average
323	2,902	2,083	2,861	3,524	2,339
YTD RANGE BASKET SALES TOTALS					
2020	2021	2022	2023	2024	5 Year Average
538	6,521	3,926	5,303	7,022	4,662

Toptracer Hour Totals

MONTHLY TOPTRACER RESERVATION HOUR TOTALS			
2022	2023	2024	3 Year Average
418	597	739	585
YTD TOPTRACER RESERVATION HOUR TOTALS			
2022	2023	2024	3 Year Average
1,174	2,147	2,770	2,030

Food & Beverage

May 2024

3 golf outings servicing 338 guests (2 new)
 2 dinners servicing 206 guests
 1 breakfast servicing 20 guests
 1 all-day meeting but two sessions, lunch 32 and dinner 85
 2 showers servicing 72 guests
 1 reception only servicing 110 guests

June 2024

9 golf outings servicing 951 guests (2 of the 9, grill station only)
 1 awards banquet servicing 110 guests
 1 breakfast meeting servicing 25 guests
 1 lunch meeting servicing 65 guests
 1 ceremony and reception servicing 106 guests
 1 anniversary party servicing 75 guests
 2 showers servicing 80 guests
 1 Toptracer party servicing 24 guests (4 bays)

2024 Golf Outings

5 new golf outings booked (2 in May)
 Total 2024 Shotgun Events: 36

2023 weddings

9 ceremony and receptions
 3 reception only
 1 ceremony only

2024 weddings

8 ceremony and receptions (1 moved to 2025)
 2 reception only

2025

5 ceremony and receptions



Membership Totals	<u>5/31/2023</u>	<u>01/01/2024</u>	<u>5/31/2024</u>	<u>Var. +/-</u>
Totals	2798	2769	2815	+46

Member Services/Sales & Fitness

- The Club team enrolled 118 new members in May, offering an enrollment fee of \$29. As expected, month-to-month membership growth is slowing down, but the facility remains very busy due to the influx of student memberships. We enrolled 120 students with the student summer pass offer in the month of May.
- We continued the offer of a free month to existing members who referred new members in May. We had 9 member referrals in May.
- The Club had 2,179 unique visits in May (including summer passes), meaning approximately 74% of members visited/used the facility at least once in May. We are beginning to see a drop in this number, which is normal, indicating better weather and less inside workouts all the time.
- The Club had 96 United Healthcare Renew Active pass holders use the facility in May (visiting at least one time).
- Club staff kicked off the month of May with the 2nd annual 5K walk/run benefiting Anderson Humane (animal shelter and placement) on May 4. Our generous members donated two vans’ worth of needed supplies and had an amazing day to walk/run the 5K led by the team at Dick Pond – Hoffman Estates.
- Club staff celebrated **Cinco De Mayo** with a special Zumba! Party led by the Club’s Zumba! Instructors.

Club staff participated in the **Nationwide Memorial Day Weekend Murph Challenge** where members and guests were invited in to participate in an organized and programmed fitness challenge honoring members of the Military. Members and guests had a great time participating together on Memorial Day at The Club.

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Operations Departments:

- The Club rentals stats for May:
 - (40) volleyball rentals; (2) Birthday parties
 - (31) basketball rentals; (5) Pickleball court rentals
- The Club offered a ran the following programming and specials in May
 - Pickleball 101/102 (5 classes)

ICE DEPARTMENT

Ice Hockey

- Secured an additional tournament in early September which is part of the Super Series tournament which caters to AAA.
- Rented some last-minute slots to the Northwest Chargers for the summer.
- Timberwolves are renting slots throughout summer and running a “summer camp” the week of July 22.
- Working on Try Hockey for Free (Girls/Goalies) and Try Skating for Free events in July and August.

Skating

- Figure skating summer camp is going well; each Friday we highlight what skaters learned during camp by doing a “number” for parents.
- New classes start the week of June 17; We will offer some specialty classes including Hoffman Skating Academy, Jump & Spin and Power Edges.
- Unlimited Monthly Freestyle has 29 memberships.
- Figure Skating classes for spring currently have 348 registered compared to 400 last year.

Public Skating

- (3) Public Skate sessions totaling 123 patrons in May
- Working on fall public skate events

Hockey

- Wolf Pack teams finished spring playoffs. Our Pee wee 1 and Midget 1 teams won the championship in their division.
- Wolverines girls tournament teams played in the “Showdown in the Windy City” tournament. The U12 team went undefeated and won the championship.
- The first week of summer hockey camp went well and numbers are strong for the rest of the summer.
- U16 Wolverines girls have tryouts for fall season coming up.
- Hockey Classes are starting up June 11 followed by Summer Clinics for Wolfpack and Wolverines the following week.

MARKETING – BRIDGES AND THE CLUB

- Created new slides for the lobby TV promoting upcoming events, weddings, The Club monthly promo, etc.
- Attended Chamber events to promote the golf course, Toptracer Range, golf outings and events
- Created new posters, tabloids and flyers to promote SRT golf outing, Toptracer Range, and other 2024 events
- Designed and scheduled marquee images for golf outings and events
- Took various photos to build “asset library” for future digital and print promotions
- Ran promotion for 25% off Friday and Saturday nights in May

- Started promoting new hire, Brian Dumler, PGA
- Started promoting now hiring for positions

Created/scheduled limited email blasts:

DATE	EMAIL MAIN SUBJECT(S)
5-1-24	Bridges hires Brian Dumler, PGA
5-2-24	Upcoming May Events: 25% TTR; Yappy Hour; Beer Garden Opens Soon; Senior Scramble; SRT
5-7-24	Spring Senior Scramble
5-9-24	Mother's Day Special
5-10-24	Beer Garden Opens: 25% TTR; Yappy Hour; Beer Garden Live Music; Senior Scramble; SRT
5-16-24	Upcoming May Events: 25% TTR; Beer Garden Open; Golf Lessons; Live Music; SRT
5-17-24	TaylorMade Fitting Experience
5-22-24	Now Hiring; Ladies League; Couple TTR League; 25% TTR; Beer Garden Open; Golf Lessons; Live Music; SRT
5-23-24	2nd TaylorMade Fitting Experience
5-28-24	3rd TaylorMade Fitting Experience
5-30-24	Ladies League; TTR Couples League; Now Hiring; 25% TTR; Beer Garden Open; Golf Lessons; Live Music; SRT; Yappy Hour

THE CLUB

- Designed June promo, and referral marketing collateral (digital and print)
- Attended Chamber events to promote Club promotions and events
- Created/scheduled social media posts for upcoming programs, promotions, and events
- Took various photos to build "asset library" for future digital and print promotions
- Utilized small "A" frames to promote monthly referrals and events
Created and sent out an email blast highlighting: June promo; 5K Walk/Run; Zumba Party; Massage \$8.00 Off; Student Summer Pass; Pop Up Fitness in the Park; Murph Challenge; Aqua Center Temp Closure; Open Play Pickleball
- Created marketing collateral for Hideaway and Pop-Up Fitness in the Park
- Promoted various Member Incentive events (5K, Pop Up Fitness, Fitness Fun at Hideaway, Murph Challenge.); 5K had 86 participants and several donations for Anderson Humane Shelter

OTHER

Attended weekly C&M meetings with Rec marketing

C&M DEPARTMENT – RECREATION

May C&M Production Metrics

- 9 Integrated Campaigns: Soccer, Seascape Opening, Community Fishing Derby, Free Summer Events, Seascape on the Lawn, Figure Skating Beach Party Show, Softball, Parks to Capital, Continued SRT collateral development
- 89 C&M production tasks (plus 154 sub tasks)

May Email Performance Metrics:

Email Campaign Name	Open Rate	Click Rate	Bounce Rate	Unsubscribe Rate
June 50+ Newsletter	52.14%	1.26%	0.06%	0.05%
TH_All Things Fun! 5/30/24	36.07%	2.22%	0.07%	0.05%
TU_What's Happening_5/28/24	43.54%	2.42%	0.07%	0.11%
TH_All Things Fun! 5/22/24	36.72%	2.07%	0.05%	0.07%
TU_What's Happening_5/21/24	37.96%	2.40%	0.07%	0.06%
TH_All Things Fun! 5/16/24	36.87%	2.11%	0.05%	0.05%
Community Interest and Opinion Survey Notice 5-16-24	46.39%	0.94%	0.06%	0.12%
TU_What's Happening_5/14/24	37.96%	2.31%	0.03%	0.09%
TH_All Things Fun! 5/9/24	38.32%	1.53%	0.11%	0.09%
Great Cause HEParks Foundation Golf Outing_5/8/24	43.10%	0.51%	0.10%	0.13%
TU_What's Happening_5/7/24	38.49%	2.29%	0.15%	0.09%
TH_HEParks for All Things Fun! 5/2/24	84.34%	1.39%	0.06%	0.06%
May 50+ NEWSLETTER	84.67%	1.41%	0.08%	0.08%
13 Campaigns in MAY 2024	47.43%	1.76%	0.07%	0.08%

MAY Social Media Performance Metrics:

- Total social posts across Facebook, Instagram, LinkedIn, & Twitter = 162 posts, reels, & stories
- 14.8k Organic Facebook reach and 1.3k Organic Instagram Reach
- 76.4 K Organic Facebook Impressions and 729 Organic Facebook content interactions
403 Organic Instagram content interactions
- The Highest Organic Content Reach in May was a Facebook Post promoting the Garage Sale. The post organically reached 786 people, reached 3,103 people and had 3,296 Impressions, & 10 Interactions
- The most Popular Post was on Facebook with 48 Interactions Celebrating Preschool Graduations: 1,915 Reach, 1,978 Impressions

May Website Performance Metrics:

- Traffic increased a bit over April by 8,817 visitors.
- Top 10 Pages

Page title and screen class	↓ Views	Users	Views per user	Average engagement time	Event count
	142,766 100% of total	21,805 100% of total	6.55 Avg 0%	4m 10s Avg 0%	390,602 100% of total
1 Hoffman Estates WebTrac - WebTrac Activity Search	31,112	7,017	4.43	3m 00s	89,575
2 Hoffman Estates WebTrac - Splash	29,345	3,492	8.40	5m 03s	52,239
3 Welcome - Hoffman Estates Park District	5,579	3,240	1.72	32s	18,262
4 Hoffman Estates Park District - Gold medal awarded parks, programs, and facilities	5,337	3,339	1.60	29s	17,801
5 Hoffman Estates WebTrac - Login	4,785	1,832	2.61	35s	13,391
6 Hoffman Estates WebTrac	3,764	1,314	2.86	27s	10,268
7 Hoffman Estates WebTrac - Shopping Cart	3,091	1,217	2.54	50s	8,171
8 Seascape Family Aquatic Center - Hoffman Estates Park District	2,632	1,633	1.61	56s	10,457
9 Hoffman Estates WebTrac - WebTrac Membership Search	2,348	1,445	1.62	39s	6,937
10 Explore Programs - Hoffman Estates Park District	2,321	1,521	1.53	28s	5,720

Acquisition of (unique) visitors by channel:

Sessions by
Session primary channel group ...

SESSION PRIMARY CHAN...	SESSIONS
Organic Search	23K
Direct	11K
Email	5.4K
Referral	2.5K
Organic Social	635
Unassigned	331

Top Organic Search Words on Google:

Organic Google Search c...
by Organic Google Sea...

ORGANIC GOOGLE ...	ORGANIC GOO...
hoffman estates par...	2.6K
seascape	432
heparks	328
hoffman park district	128
hoffman estates su...	103
seascape hoffman e...	88
hoffman estates par...	84

User Acquisition:

Sessions ▾ by ✓ ▾
Session manual so... ▾

SESSION MANUAL ...	SESSIONS
google	21K
Newsletter	4.7K
bing	900
heparkswolfpack.org	728
ActiveCampaign	665
hoffman-estates-par...	472
m.facebook.com	376
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