



1685 West Higgins Road, Hoffman Estates, Illinois 60169

[heparks.org](http://heparks.org) t (847) 885-7500 f (847) 885-7523



**AGENDA  
RECREATION & FACILITIES COMMITTEE MEETING  
TUESDAY, DECEMBER 15, 2020**

**7:30 P.M.**

**\*Remotely via ZOOM**

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF COMMITTEE MINUTES
  - October 20, 2020
4. COMMENTS FROM THE AUDIENCE
5. OLD BUSINESS
6. NEW BUSINESS
  - A. 2021 ICAs for Tumbling Times, Inc., Illinois Shotokan Karate, Inc., and Options Basketball / M20-142
  - B. Toptracer Lease Agreement / M20-141
  - C. Recreation Board Report / M20-134
  - D. Facilities Board Report / M20-133
7. COMMITTEE MEMBER COMMENTS
8. ADJOURNMENT

*\*For access to remote meetings held via ZOOM, please email [mlogan@heparks.org](mailto:mlogan@heparks.org). You will be provided the link to join the ZOOM and you will be able to participate during the "Comments from the Audience" portion of the meeting. For ease, you may also email your comment prior to the start of the meeting time and your comment will be read aloud on your behalf during the meeting.*



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**MINUTES  
RECREATION & FACILITIES COMMITTEE MEETING  
October 20, 2020**

**1. Roll Call:**

A regular meeting of the Hoffman Estates Park District Recreation & Facilities Committee was held on October 20, 2020 at 7:21 p.m. at the Triphahn Center in Hoffman Estates, IL.

Present: Chairman K. Evans, Commissioner Chhatwani, Comm Reps Henderson (teleconference), Macdonald, MacGregor

Absent: Comm Reps Beranek and Dressler

Also Present: Executive Director Talsma, Director of Recreation Kapusinski, Director of Parks, Planning and Maintenance Hugen, Director of Golf & Facilities Bechtold, Executive Assistant Logan

Audience: President Kaplan, Commissioners R. Evans, Kinnane, McGinn

**2. Approval of Agenda:**

Comm Rep Macdonald made a motion, seconded by Commissioner Chhatwani 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 Chhatwani to approve the minutes of the August 18, 2020 meeting as presented. The motion carried by voice vote.

**4. Comments from the Audience:**

None

**5. Old Business:**

None

**6. New Business:**

**A. Jeff Ellis Management / M20-119**

Director Kapusinski explained that staff has researched the option of contracting out the management of the operations at Seascap. The proposal includes the management staff, lifeguards, and pool maintenance at Seascap and this would eliminate the need to hire a full-time Aquatic Manager as well as two part-time seasonal staff. The pool will be staffed from Memorial Day through Labor Day with extended hours.

Executive Director Talsma explained that in 2019 the District was operating at a net loss of ~\$145,000 to operate Seascap on our own. The estimated amount to operate Seascap for the 2021 season will be ~\$250,000; the difference between 2019 and 2021 is because of the increase in lifeguard wages. He added that the District will continue to be the recipient of any revenue generated from Seascap.

Commissioner McGinn asked how this will impact Garibaldi's and Executive Director Talsma confirmed Garibaldi's will continue to do their concessions per usual as they won't be impacted by this.

Executive Director Talsma emphasized JEM will ensure Seascap will have lifeguards for the duration of the pool season, something the District has struggled with over the years.

Commissioner McGinn asked what will happen if the pool is closed due to another COVID-19 pandemic shutdown and how will that impact paying the management company. Executive Director Talsma explained the contract will include a stipulation that covers catastrophic events such as a pool closure due the pandemic.

Executive Director Talsma noted that staff are looking into the possibility of transferring all swim lessons to The Club and discussing with JEM the possibility of covering the lifeguarding of lessons at The Club, in addition to their services at Seascap. He noted this is still being discussed.

Community Rep Macdonald asked how it would be handled if JEM's maintenance of the pool resulted in damage to the pool or hardware and Executive Director Talsma explained JEM will be the primary insurer and will be responsible for any damages they cause.

Commissioner Kinnane asked if selecting a management company to operate Seascap is something that needs to be bid. Executive Director Talsma confirmed with the District's legal team that due to the specific nature and high level of skill required of this service, it does not need to be bid.

Commissioner Chhatwani asked about the duration of the contract and Executive Director Talsma explained the initial contract will be for one year as a trial run and staff will evaluate the length of the contract based on performance prior to the contract's expiration.

Chairman K. Evans noted the operations of Seascape costs the District approximately \$250,000 annually and is wondering if it is the best use of Park District money. Executive Director Talsma explained that the District provides the pool to the community as an amenity and it is up to the Board whether or not this operation is going to be continually supported with tax dollars. Chairman K. Evans asked if there is a way to bring more revenue in to compensate for the loss from this operation. Executive Director Talsma explained staff can analyze the daily fees/memberships to the pool and see if these can be increased in some way. He added that entertaining the idea of closing the pool as a solution to the revenue loss is something he highly recommends not doing.

Commissioner R. Evans and Community Rep MacGregor both noted how important it is to continue to offer this amenity to the Community.

Comm Rep MacGregor made a motion, seconded by Commissioner Chhatwani to recommend the Board approve including the Jeff Ellis Management (JEM) LLC operation of Seascape for 2021 budget. The motion carried by voice vote.

Chairman K. Evans was not in favor of recommending the Board approve including the Jeff Ellis Management (JEM) LLC operation of Seascape for 2021 budget.

**B. Range Enhancement Project / M20-118:**

Director Bechtold explained staff are looking to bring a technology based virtual golf system to Bridges. This range enhancement will include a covered structure with 10 hitting stations, a social area with seating, TopTracer technology at each station, and heaters to allow for all-season play. The TopTracer technology is provided on a three year lease agreement. An add-on that staff would like to include are automatic tee box bay dispensers. To further enhance the area and turn it into a destination, staff would like to add an area that will serve as entertainment area like a beer garden, amongst other enhancements. The expense for the entire project would be at a minimum \$375,000, and on the upper end around \$500,000. The estimated number of years for pay back is seven years. It was noted that customers will be charged per bay and in hour increments. Customers will have the option to rent clubs from Bridges.

Commissioner Kinnane and Commissioner R. Evans noted there is a market for something like this in Hoffman Estates and the sport of golf is on the rise.

Commissioner Kinnane asked if there is a restriction on how late we can have the lights on at the range and how late does our liquor license cover. Director Bechtold

explained the range is currently lit until 11:00 p.m.; however, he is waiting to receive an answer on whether that can be extended to midnight. He added the liquor license covers until 2:00 a.m.

Commissioner R. Evans asked about the security of the area. Director Bechtold noted staff will pursue options for securing the area. Executive Director Talsma noted there will be security cameras covering the area.

Commissioner Chhatwani commended staff on being forward thinking and thinks this is a great idea as it will appeal to all ages and skill levels.

Community Rep Henderson noted this is a great idea and will allow Bridges to compete with other golf facilities in the area offering similar amenities.

Chairman K. Evans asked how food and beverage will be handled for this new area. Executive Director Talsma explained staff are looking at options to make food and beverage delivery as quick and efficient as possible.

Commissioner Chhatwani made a motion, seconded by Comm Rep Macdonald to recommend the Board approve moving forward with planning the Golf Learning Center Enhancement Project as a part of the 2021 budget. The motion carried by voice vote.

C. Rec Board Report and 3Q Goals / M20-112:

Director Kapusinski highlighted the following:

Two digital brochures were released this fall, one for September/October and one for November/December. The ELC program was awarded an additional \$65,190 in grant money for October and November, which will go towards wages and any COVID-19 related expenses. The STAR program has been modified to accommodate the hybrid school schedules; unfortunately, due to low enrollment the program may or may not be able to continue depending on how the COVID-19 pandemic continues.

Congratulations to Community Rep Marc Friedman for his baseball team going undefeated and winning the league title. The Fishing Derby was a huge success on October 3 and staff are looking to hold a winter Fishing Derby.

Comm Rep Macdonald made a motion, seconded by Commissioner Chhatwani to send the Rec Board Report M20-112 and 3Q Goals to the Board as presented. The motion carried by voice vote.

D. Facilities Board Report and 3Q Goals / M20-117:

Director Bechtold highlighted the following for golf:

For high school golf, Bridges held three events on September 29, October 6, and October 12 and all went very well. The Turkey Shoot was a sold out at 108 players

with a waiting list for the event. Weddings/receptions are receiving a great deal of inquiries for 2021.

Chairman K. Evans noted the HE Chamber golf outing at Bridges was really well done and has heard nothing but good things.

Director Bechtold highlighted the following for The Club:

The HIIT program is doing well and Sarah, Fitness Program Manager, is doing a good job. At this point, The Club is at ~2/3 of the membership. Despite the pandemic restrictions, The Club is still seeing new memberships.

Comm Rep Macdonald made a motion, seconded by Commissioner Chhatwani to send the Facilities Board Report M20-117 and 3Q Goals to the Board as presented. The motion carried by voice vote.

**7. Committee Member Comments:**

Comm Rep Henderson thanked staff for the update and a job well done.

Comm Rep Macdonald shared that his children are appreciative of the programs at HEParks and are loving it. He added he is excited for the golf enhancement project.

Chairman K. Evans thanked staff and noted a lot of work went into the proposal for Jeff Ellis Management and the golf enhancement project.

**8. Adjournment:**

Comm Rep MacGregor made a motion, seconded by Commissioner Chhatwani to adjourn the meeting at 9:02 p.m.

Respectfully submitted,

Craig Talsma  
Secretary

Monica Logan  
Executive Assistant

## MEMORANDUM NO. M20-142

**TO:** Recreation & Facilities Committee  
**FROM:** Craig Talsma, Executive Director  
Alisa Kapusinski, Director of Recreation  
Brian Bechtold, Director of Golf & Facilities  
**RE:** Independent Contractor Agreements  
**DATE:** December 15, 2020

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### **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 that require approval are attached.

1. Tumbling Times, Inc. – gymnastics instruction
2. Illinois Shotokan Karate, Inc. – youth and adult karate classes
3. Options Basketball – youth and adult basketball instruction

### **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 the Recreation & Facilities Committee recommend to the Board the approval of the 2021 Independent Contractor Agreements for Tumbling Times, Inc., Illinois Shotokan Karate, Inc. and Options Basketball.

## HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

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

The duration of this independent contractual agreement will be: 01/01/2021-12/31/2021.

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 Human Rights Act, the Illinois

Revised 12/04/2019

Contractor's Initials



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## HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

Preference Act, the Social 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.

Revised 12/04/2019

Contractor's Initials



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## 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.

Revised 12/04/2019

Contractor's Initials



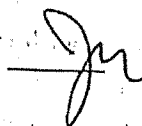
## HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- 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. Contractors other responsibilities include:  
Provide equipment needed to run the class, leave class area in the same condition it was found and submit invoice prior to the second to last class date.
- C. Days and hours of work to be performed by Contractor include:  
Dates and times vary depending on the season and agreed upon by both parties.
- D. Location(s) of work to be performed by Contractor include(s):  
All classes will be held at Vogelei Barn, 650 W. Higgins Road.



# HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

## XVIII. A. Method of Payment:

The following amounts will be paid to the Independent Contractor:  
It is the responsibility of the Independent Contractor to prepare and submit an invoice to HEPD prior to any payment being issued.

When discounts are authorized by HEPD, they will also be applied to the payment due to the independent contractor.

**Percent of Resident Rate:** 70% of the resident rate will go to Tumbling Times and 30% will go to the park district.

[Signature] 12-7-2020  
Authorized Signature of Contractor Date

President 630-408-2078  
Title Phone #

FEIN #: 36-4114627 -OR- Social Security #: \_\_\_\_\_

Print Name Jody Wienn

Address 27 East Pleasant Lane

City Lombard

[Signature] [Signature]  
HEPD Program Manager HEPD Director of Finance

12/10/2020  
Date Date

**This agreement is NOT effective until signed by the HEPD Director of Finance**

**\*\*Contracts with anticipated value over \$15,000.00 must be signed by Executive Director.\*\***

**HOFFMAN ESTATES PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

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

The duration of this independent contractual agreement will be: 01/01/2021-12/31/2021.

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

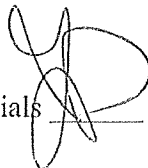
- A. Contractor acknowledges and agrees that he/she is not entitled to any benefits or protections afforded employees of the Park District or bound by any obligations of employees of the Park District. Contractor understands and fully agrees that he/she will not be covered under provisions of the unemployment 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 of 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 Human Rights Act, the Illinois Preference Act, the Social Security Act, Americans With Disabilities Act, Statutes

**HOFFMAN ESTATES PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

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.

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



**HOFFMAN ESTATES PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**


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.

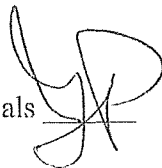
- IX. All insurance coverage provided by the contractor shall be primary coverage as to the Park District. Any insurance or self-insurance maintained by the Park District shall be excess of the contractor's insurance and shall not contribute with it.
- X. The Park District, its officers, agents and employees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





**HOFFMAN ESTATES PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT**

- 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.
- 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.



## HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

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 adults and children karate.
- B. Contractors other responsibilities include:  
Provide any additional equipment needed to run the class, leave class area in the same condition it was found and submit invoice prior to the second to last class date.
- C. Days and hours of work to be performed by Contractor include:  
Dates and times vary depending on the season and agreed upon by both parties.
- D. Location(s) of work to be performed by Contractor include(s):  
Timber Trails, 1675 McDonough Rd, Hoffman Estates, IL 60192.  
Willow Recreation Center, 3600 Lexington Dr, Hoffman Estates IL 60192.  
Shotokan Dojo, 327 N Eric Dr, Palatine, IL 60067.

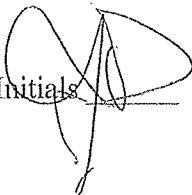
### XVIII. Method of Payment:

The following amounts will be paid to the Independent Contractor:

It is the responsibility of the Independent Contractor to prepare and submit an invoice to the Park District prior to any payment being issued.

When discounts or refunds are authorized by Park District, they will also be applied to the payment due to the independent contractor.

**Percent of Resident rate:**



HOFFMAN ESTATES PARK DISTRICT  
INDEPENDENT CONTRACTOR AGREEMENT

- 70% (ISC) / 30%(HEParks); classes held at HEParks and Timbertrail facilities.
- 90%(ISK) / 10%(HEParks); classes held at ISK Facilities.

\*\*\*Anticipated value of contract: \$40,000.00

John D. Ragul President  
Authorized Signature of Contractor

12-8-20  
Date

President ISK.

Phone # 847 826-0202

Title

FEIN #: 36-322-3215 -OR- Social Security #: \_\_\_\_\_

Print Name ILL SADOXAN KARATE INC

Address P.O. 887 - Palatka

City Palatka FL 60078-0887

Kyle Goddard  
Park District Program Manager

\_\_\_\_\_  
Park District Director of Finance

12/10/2020  
Date

\_\_\_\_\_  
Date

This agreement is NOT effective until signed by the Park District Director of Finance

\*\*\*Contracts with anticipated value over \$15,000.00 must be signed by Executive Director.\*\*\*

JD

# HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

- I. Hoffman Estates Park District enters into an Independent Contractor Relationship with **Options Basketball, LLC**

The duration of this independent contractual agreement will be: **January 1, 2021 – December 31, 2021.**

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:

Creating and scheduling youth basketball private and group lessons, programs, and camps at The Club at Prairie Stone™ where fees for these programs will be mutually agreed upon by Options Basketball, LLC, and Operations Manager of The Club at Prairie Stone™.

B. Results to be achieved by Contractor include:

To provide quality basketball training classes for youth and teens in both one on one, group, and camp format



# HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

C. Days and hours of work to be performed by Contractor include:

Varied weekday and weekend days as mutually agreed upon by the District and Options Basketball, LLC and gymnasium availability allows.

D. Location(s) of work to be performed by Contractor include(s):

Services will be offered and held at The Club at Prairie Stone™, within the gymnasiums.

E. Contractor's other responsibilities include:

Provide class and lesson schedules to the Club facility managers by dates required for each guide book publication. Book all gymnasium use through the facility Operations Manager.

F. Contractor will receive:

Contractor will receive three complimentary fitness memberships to The Club at Prairie Stone™ for the duration of the contract.

## XVIII. A. Method of Payment:


The following amounts will be paid to the Independent Contractor:

It is the responsibility of the Independent Contractor to prepare and submit an invoice to HEPD prior to any payment being issued.

When discounts are authorized by HEPD, they will also be applied to the payment due to the independent contractor.

**Percent of Resident rate: 70% to contractor  
30% to Hoffman Estates Park District**

**\*\*\*Total Contract value not to exceed \$24,500.00**

 12-10-20  
Authorized Signature of Contractor Date

Owner 224-231-7788  
Title Phone #

FEIN #: 83-2229476 -OR- Social Security #: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Print Name Joshua Walker

Address 152 Prescott Drive

HOFFMAN ESTATES PARK DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

City Bartlett IL

Bee Zimmerman  
HEPD Program Manager

\_\_\_\_\_  
HEPD Director of Finance

12-10-2020

Date

\_\_\_\_\_  
Date

This agreement is NOT effective until signed by the HEPD Director of Finance

\*\*Contracts with anticipated value over \$15,000.00 must be signed by Executive Director.\*\*

## MEMORANDUM M20-141

**TO:** Recreation & Facilities Committee  
**FROM:** Craig Talsma, Executive Director  
Brian Bechtold, Director of Golf & Facilities  
**RE:** TopTracer Range Customer Agreement  
**DATE:** December 15, 2020

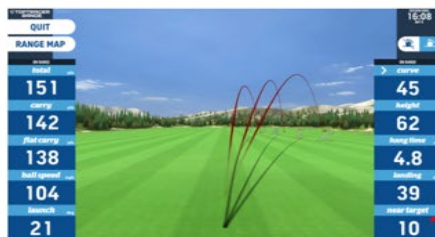
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### Background:

Included in the approved 2021 budget is the Range Enhancement project. The key component of the project will be the state-of-the-art golf ball tracking and entertainment system, TopTracer Range. The TopTracer Range customer agreement is included in the budget for golf course operations.

TopTracer Range redefines the driving range experience. For example, players will be able to take on the world in a long-drive competition, play Closest to the Pin with friends, dive into advanced analytics to fine-tune their swing, and virtually tee it up at some of the world's greatest courses!

Each station will have a touchscreen monitor to access games and modes suited for all ages and skill levels. The technology provides instant shot replays and statistical feedback on interactive game screens in the hitting bay. This allows players to make swing adjustments and see the impact on their golf shot instantaneously.



#### Launch Monitor

This comprehensive training mode allows guests to hone their skills by offering data such as distance (carry and total), ball speed, launch angle, height, side deviation, landing angle, hang time and distance to target.

👍 The statistician, the avid golfer.



#### Closest to the Pin

There's nothing like a little friendly competition to get some excitement going in the bay. This game allows friends to compete while working on their swing.

👍 Millennial social seekers, families, competitors and the golf purist.



#### Virtual Golf

This mode gives Guests the opportunity to play some of the world's greatest golf courses right from your bays. Individuals and groups can play a full 18 holes without ever have to leave the range.

👍 Golfers and competitors, millennial social seekers, kids and families, and people who like to travel.



#### What's In My Bag

This mode encourages Guests to dig deeper into their golf bag and learn the details of each type of club. It also allows them to store those stats over time on the Toptracer Range Network.

👍 Beginners, players looking to improve and those looking to learn more.



#### Points Game

This game lets friends compete for points based on distance from the target and is great for people that like a friendly challenge. Guests can even add In Air bonus rings for and extra challenge.

👍 Millennial social seekers, kids and families.



#### Longest Drive

Who can hit the farthest? This game lets Guests settle the argument once and for all by turning the range in a proper long drive grid for up to eight players.

👍 All around golfers and competitors, millennial social seekers, kids and families.

**Implications:**

In order to bring TopTracer to Bridges, the District will need to enter into a five year TopTracer Range Customer Agreement. The basic outline of the agreement includes:

<b>Product</b>	The Toptracer Range golf-ball tracking and entertainment system, consisting of the Hardware and the Software
<b>Bays</b>	The 10 driving range bays at the Facility at which the product is to be installed.
<b>Fees</b>	<b>\$21,960.00</b> per year <ul style="list-style-type: none"><li>• Payable in 12 equal monthly installments of \$1,830.00</li><li>• First payment due on the 1<sup>st</sup> of the month immediately following the month in which install is completed ("<b>1<sup>st</sup> Payment Date</b>")</li><li>• Thereafter payments are due on the 1<sup>st</sup> of each month for the remainder of the term.</li></ul>
<b>Hardware (May be adjusted based on needs of the facility and layout to make the system operational at no additional costs.)</b>	<ul style="list-style-type: none"><li>• <b>Sensors</b><ul style="list-style-type: none"><li>○ 2 PTRS-N1C Sensor (+Mounts)</li></ul></li><li>• <b>Bay Screens &amp; Mounts</b><ul style="list-style-type: none"><li>○ 10 Toptracer In-Bay Screens</li><li>○ 10 Screen Enclosure</li><li>○ 10 Mosquito Bracket</li></ul></li><li>• <b>System</b><ul style="list-style-type: none"><li>○ 1 Cradlepoint AER-1650 Router</li><li>○ 1 Cradlepoint MC400 4G Modem</li><li>○ 1 Ubiquiti ES-48-LITE Switch</li><li>○ 1 DELL T640 Server (+Cabinet/Mount)</li><li>○ Related patch cables (Cat 6)</li></ul></li></ul>
<b>Software</b>	<ul style="list-style-type: none"><li>• <b>Toptracer Range Ball-Tracking Software</b></li><li>• <b>Toptracer Range Games Package:</b><ul style="list-style-type: none"><li>○ Minimum of 5 game modes, currently: Warm Up, Closest Pin, Longest Drive, My Practice, Go Fish, Approach Challenge, Points Game &amp; Virtual Golf (min of 6 courses)</li></ul></li><li>• <b>Public Leaderboard Generator</b></li><li>• <b>Toptracer Range Management System</b></li></ul>
<b>Term</b>	From signature hereof until 60 months after the 1 <sup>st</sup> Payment Date, and subject to automatic extension as detailed in Part II, Clause 6.

The tentative plan is to install the system between mid to late May, with a live launch date early June. Payments will begin in the first month after install is completed. These dates are flexible based on construction progress. Staff plans to be in constant contact with TopTracer on construction progress and will adjust dates accordingly.

By completing this agreement prior to January 1, 2021, we will lock in 2020 preferred pricing; this is great because they are expecting a price increase in the near future. The current 2021 budget was developed based on the \$1,830.00 monthly fee from May to December for a 2021 total of \$14,640.

The full details and agreement is attached for reference.

**Recommendation:**

Staff recommends the Recreation & Facilities Committee recommend to the Board moving forward with the five year TopTracer Range Customer Agreement with an annual total of \$21,960.00 per year.



## TOPTRACER RANGE CUSTOMER AGREEMENT

### PART 1: ORDER FORM

<b>Toptracer</b>	<b>TOPGOLF USA, INC</b> of 8750 North Central Expressway, Suite 1200, Dallas, TX 75231
<b>Customer</b>	Hoffman Estates Park District (corporate identity number 36-2546738), a company registered in Illinois, having its address at 1685 West Higgins Road, Hoffman Estates, IL 60169
<b>Facility</b>	The Bridges of Poplar Creek Country Club located at 1400 Poplar Creek Dr, Hoffman Estates, IL 60169
<b>Product</b>	The Toptracer Range golf-ball tracking and entertainment system, consisting of the Hardware and the Software
<b>Bays</b>	The 10 driving range bays at the Facility at which the Product is to be installed.
<b>Fees</b>	<p><b>\$21,960.00</b> per year</p> <ul style="list-style-type: none"> <li>• Payable in 12 equal monthly instalments of \$1,830.00</li> <li>• First payment due on the 1<sup>st</sup> of the month immediately following the month in which install is completed ("<b>1<sup>st</sup> Payment Date</b>")</li> <li>• Thereafter payments are due on the 1<sup>st</sup> of each month for the remainder of the Term.</li> </ul> <p><b><i>All Fees stated exclusive of applicable taxes. Fees are subject to the inflationary increase set out in Part II, Clause 4.2, and this shall be applied to the then current monthly rate. If the Term automatically extends beyond the initial 5 years the monthly payments shall also continue.</i></b></p>
<b>Hardware</b>	<ul style="list-style-type: none"> <li>• <b>Sensors</b> <ul style="list-style-type: none"> <li>○ 2 PTRS-N1C Sensor (+Mounts)</li> </ul> </li> <li>• <b>Bay Screens &amp; Mounts</b> <ul style="list-style-type: none"> <li>○ 10 Toptracer In-Bay Screens</li> <li>○ 10 Screen Enclosure</li> <li>○ 10 Mosquito Bracket</li> </ul> </li> <li>• <b>System</b> <ul style="list-style-type: none"> <li>○ 1 Cradlepoint AER-1650 Router</li> <li>○ 1 Cradlepoint MC400 4G Modem</li> <li>○ 1 Ubiquiti ES-48-LITE Switch</li> <li>○ 1 DELL T640 Server (+Cabinet/Mount)</li> <li>○ Related patch cables (Cat 6)</li> </ul> </li> </ul>
<b>Software</b>	<ul style="list-style-type: none"> <li>• <b>Toptracer Range Ball-Tracking Software</b></li> <li>• <b>Toptracer Range Games Package:</b> <ul style="list-style-type: none"> <li>○ Minimum of 5 game modes, currently: Warm Up, Closest Pin, Longest Drive, My Practice, Go Fish, Approach Challenge, Points Game &amp; Virtual Golf (min of 6 courses)</li> </ul> </li> <li>• <b>Public Leaderboard Generator</b></li> <li>• <b>Toptracer Range Management System</b></li> </ul>
<b>Term</b>	From signature hereof until 60 months after the 1 <sup>st</sup> Payment Date, and subject to automatic extension as detailed in Part II, Clause 6.
<b>Installation (see further details in Part II, Clause 3)</b>	<p>Installation is scheduled for week commencing 5/24/21.</p> <p>Toptracer is entitled to delay install if any travel restrictions, local closures laws, rules, policies or general circumstances relating to COVID-19 make it impossible, impractical or unreasonable for Toptracer to install. If install is delayed Toptracer shall reschedule as soon as reasonably practicable, and shall give at least 14 days' notice of the new install date.</p> <p><b><u>POWER &amp; DATA: Prior to Toptracer commencing installation, Customer must prepare the Facility by pre-installing power and data connections in</u></b></p>



	<b><u>line with Toptracer's requirements. Customer is advised that this is a substantial process which can take several weeks to complete.</u></b>
<b>Other Terms</b>	<p>If, following install, the Facility is legally required to close due to COVID-19 (or other pandemic) restrictions for a continuous period of 30 days or more then Fees do not need to be paid for such closure period but the Term shall automatically be extended for a period equal to such closure, and Fees shall be payable during the extension.</p> <p>By way of example, if the Facility is required to close for 90 days/3 months during 2021, and the initial 60-month Term is due to end on 5/31/26, then the Term would be extended until 8/31/26 and Fees would be payable for these 3 extra months.</p>
<b>Contacts</b>	<p>Customer: Brian Bechtold - <a href="mailto:bbechtold@heparks.org">bbechtold@heparks.org</a></p> <p>Toptracer: Shaun Hansen – <a href="mailto:shaun.hansen@topgolf.com">shaun.hansen@topgolf.com</a></p>

The parties each agree that this Part I – Order Form, together with Part II - Terms and Conditions which follow, constitute a legally binding agreement between them, entered into on the date set out below:

\_\_\_\_\_  
For and on behalf of  
**TOPGOLF USA, INC**

Print Name:\_\_\_\_\_

Position:\_\_\_\_\_

Date:\_\_\_\_\_

\_\_\_\_\_  
For and on behalf of  
**Hoffman Estates Park District**

Print Name:\_\_\_\_\_

Position:\_\_\_\_\_

Date:\_\_\_\_\_





## PART 2: TERMS AND CONDITIONS

### 1 PROVISION & USE OF THE PRODUCT

- 1.1 Toptracer shall provide the Product to the Customer for use in the defined number of Bays at the Facility for the Permitted Purpose (as defined below) during the Term in accordance with this Agreement.
- 1.2 **"Permitted Purpose"** means use for the tracking of golf balls at the Facility within the normal scope of the Customer's range business. Permitted Purpose does not include (i) use or integration with any other software, hardware or golf ball tracking products or systems; (ii) research or product development purposes; (iii) use by any third parties; (iv) any other usage not expressly set out herein.

### 2 HARDWARE

Customer shall obtain no rights, title or interest in the Hardware. Customer shall not open, modify or tamper with any Hardware, or install any software thereon. Toptracer shall have the right to access the Facility and inspect and/or remove the Hardware upon reasonable notice. The risk of loss, theft, damage or destruction of the Hardware shall pass to the Customer as soon as it arrives at the Facility and shall continue until it is returned to Toptracer's possession (**"Risk Period"**).

### 3 INSTALLATION

- 3.1 **Power & Data:** Prior to installation, Customer must ensure (at its own cost) that the Facility is fully wired for power and data connections to all Sensors and Screens, leaderboard screens, the server room, truss bases (including trenching/boring, concrete bases and conduits) and other locations in line with specifications provided by Toptracer. Customer shall provide no less than weekly progress updates and shall inform Toptracer if there is any risk that Power & Data installation may not be completed in time. If Power & Data is not completed prior to when Product installation is due to commence then Toptracer shall be entitled to (i) adjust the Installation Date at its sole discretion; or (ii) terminate this Agreement. Where Toptracer discovers that Power & Data installation is incomplete when it arrives on site to commence installation, Toptracer shall have the right to charge the Customer the costs of flights/expenses and man-hours for the unnecessary trip.
- 3.2 **Installation:** The Product will be installed at the Facility by Toptracer by the date set out in Part I unless delayed by (i) any breach hereof or other act or omission of the Customer; or (ii) any reason out with Toptracer's reasonable control (including, without limitation, inclement weather). Customer agrees that there may be disruption at the Facility during installation and consents to Toptracer making alterations to the Facility to accommodate the Product which Toptracer shall have no obligation to remedy. Customer shall provide all assistance as

Toptracer may require during installation (including providing a crane or mechanical hoist and scaffolding at its own cost) and shall further have overall responsibility for all health and safety at its Facility.

### 4 FEES

- 4.1 Customer shall pay the Fees stipulated in the Order Form to Toptracer, free of deductions or withholdings. Fees are stated exclusive of any applicable taxes or import duties, which are payable by the Customer. Payment details are set out in the Schedule.
- 4.2 Toptracer shall have the right to increase the Fees after the third year of the Term, and every third year thereafter, by an amount equal to 3% above the then applicable annual percentage increase in the US Consumer Prices Index.

### 5 CUSTOMER OBLIGATIONS

- 5.1 Customer shall:
- 5.1.1 provide a wired internet connection with superior speed, bandwidth and stability (with at least 99% monthly uptime and 95% bandwidth availability of at least 4mbit/s upstream and 2mbit/s downstream
- 5.1.2 adhere to all other requirements as may be specified in the Toptracer Support Manual (**"Manual"**) or otherwise detailed by Toptracer, as necessary for the proper installation and functioning of the Product; and
- 5.1.3 be solely responsible for obtaining and maintaining any licenses, permits or permissions necessary to operate the Product and the Facility.

### 6 TERM EXTENSION

The Term shall automatically renew for successive five-year periods unless either party terminates within ninety (90) days prior to the end of the initial Term (or the end of any subsequent 5-year period) by delivering a written termination notice to the other party.

### 7 MAINTENANCE AND SUPPORT

- 7.1 Throughout the Term, the Customer shall, provided it is not in breach of this Agreement, be entitled to standard support and maintenance services for the Product, the terms of which are detailed in the Manual (the **"Maintenance Services"**). The Maintenance Services may be amended from time to time. In order to benefit from Maintenance Services the Product must be connected to the internet and accessible to Toptracer at all times.
- 7.2 CUSTOMER ACKNOWLEDGES AND AGREES THAT THE MAINTENANCE SERVICES ARE PROVIDED UPON A REASONABLE COMMERCIAL EFFORTS BASIS. TOPTRACER DOES NOT WARRANT THAT IT CAN SOLVE ALL ISSUES WITHIN ANY TIMESCALE OR AT ALL.
- 7.3 THE REMEDIES DETAILED IN THE MAINTENANCE SERVICES ARE CUSTOMER'S SOLE AND EXCLUSIVE



- REMEDY IN RESPECT OF (I) ANY BREACH, FAILURE OR DEFAULT BY TOPTRACER THEREUNDER; (II) ANY FAILURE OF THE PRODUCT TO PERFORM TO SPECIFICATION; AND (III) ANY FAILURE BY TOPTRACER TO RESOLVE ANY ISSUE.
- 7.4 NO WARRANTIES ARE GRANTED BY TOPTRACER IN RESPECT OF THE PRODUCT. ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND SATISFACTORY QUALITY, ARE EXPRESSLY DISCLAIMED.
- 8 INTELLECTUAL PROPERTY**
- 8.1 Toptracer reserves all right, title, and interest in and to the Product, including without limitation all copyrights, patents, trade marks and other proprietary rights.
- 8.2 Customer shall not:
- 8.2.1 seek, apply for, or obtain any patent, design right, copyright or other protection or registration in respect of (i) the Product (or any element thereof); (ii) any of its own products or services which use or rely upon the Product; or (iii) any system or method relating to the tracking of golf balls or other objects;
- 8.2.2 copy, amend, modify, decompile, reverse engineer, disassemble, or otherwise discover, rent, lease, or loan the Product, in whole or part;
- 8.2.3 use (or attempt to use) the Product other than for the Permitted Purpose.
- 8.3 Toptracer grants to Customer a non-exclusive, non-transferable, royalty-free, limited license to use the Toptracer name and logo for marketing purposes provided all usage is accordance with Toptracer's brand guidelines and approved by Toptracer in advance. Toptracer are free to promote its association with the Facility, in social media and other channels, without the need to obtain Customer's prior approval.
- 8.4 No rights are granted to Customer hereunder in respect of the TOPGOLF mark or concept.
- 9 INSURANCE**
- 9.1 Customer will procure and maintain during the Term, with a reputable international insurer:
- 9.1.1 a policy of Commercial General Liability Insurance providing an indemnity against claims for personal and bodily injury, death and property damage with minimum limits of USD\$2,000,000 for any one claim.
- 9.1.2 a policy of insurance covering the Hardware throughout the Risk Period for its full replacement value comprehensively against all usual risks of loss, damage or destruction by fire, theft, accident or other occurrences.
- 9.2 All insurance required to be provided by Customer under this Clause shall name Toptracer as an insured party thereunder and certificates of insurance shall be provided to Toptracer on request.
- 10 CONFIDENTIALITY & DATA**
- 10.1 Each party undertakes that it shall not at any time during this agreement, and for a period of three (3) years after termination of this agreement, disclose to any person this Agreement or any confidential information concerning the business, affairs, customers, clients, technology, products or suppliers of the other party or of any member of the group of companies to which the other party belongs. Such confidential information may only be used for the purpose of performing obligations under this Agreement.
- 10.2 Any and all data collected, tracked or captured by the Product shall be exclusively owned by Toptracer.
- 11 TERMINATION**
- 11.1 Each party is entitled to terminate this Agreement at any time by giving the other party notice in writing if the other party;
- 11.1.1 commits a material breach of this Agreement (which shall include any failure to pay the Fees on time) and (in case of a breach capable of being remedied) shall have failed to remedy such breach within 14 days after receipt of a request in writing to do so from the non-breaching party; or
- 11.1.2 becomes insolvent or starts negotiations about composition with its creditors or a petition in bankruptcy is or should be filed by it or it makes or should make an assignment for the benefit of its creditors.
- 11.2 Toptracer shall further be entitled to terminate the Agreement forthwith by giving written notice to Customer, if:
- 11.2.1 Customer commits any breach of Clauses 2, 5.1.3 or 8;
- 11.2.2 Customer undergoes a change of ownership or control; or
- 11.2.3 the Facility is not owned and/or operated by the Company.
- 11.3 Upon termination of this Agreement (for any reason):
- 11.3.1 Customer's right to use the Product and any Toptracer Marks will terminate immediately;
- 11.3.2 Toptracer shall have unrestricted access to the Facility to remove the Product;
- 11.3.3 if any Software or other data has been stored on Customer systems, Customer agrees to return this to Toptracer and, following confirmation from Toptracer, to permanently delete it; and
- 11.3.4 any outstanding fees or costs owed by Customer to Toptracer shall be immediately payable, including (without limitation), the full outstanding amount of any upfront cost paid or reimbursed by Toptracer (such as power and data installation), regardless of whether such cost was intended to be repaid over the term.
- 11.4 Any termination of this Agreement shall not affect any accrued rights or liabilities of either



- party (including Customer's liability for all fees), nor shall it affect the continuance in force of any provision hereof, which is expressly or by implication intended to continue in force on or after such termination.
- 11.5 Without prejudice to its rights to terminate under this Clause 11, Toptracer shall be entitled to suspend Customer use of the Product for any period Customer is in breach of this Agreement which would entitle Toptracer to terminate.
- 12 LIABILITY AND INDEMNITY**
- 12.1 TOPTRACER SHALL AT ITS OWN EXPENSE, INDEMNIFY, DEFEND OR SETTLE ANY CLAIM THAT IS INSTITUTED AGAINST CUSTOMER TO THE EXTENT SUCH CLAIM ALLEGES THAT THE PRODUCT INFRINGES ANY PATENT RIGHT OR COPYRIGHT OF A THIRD PARTY. CUSTOMER SHALL HAVE THE OBLIGATION TO (I) GIVE TOPTRACER IMMEDIATE NOTICE OF ANY SUCH CLAIM OR THREAT THEREOF; (II) PERMIT TOPTRACER SOLE CONTROL, THROUGH COUNSEL OF THEIR CHOICE, TO ANSWER THE CHARGE OF INFRINGEMENT AND DEFEND AND/OR SETTLE SUCH CLAIM; AND (III) GIVE TOPTRACER ALL INFORMATION, ASSISTANCE AND AUTHORITY TO DEFEND OR SETTLE SUCH CLAIM.
- 12.2 IN NO EVENT SHALL TOPTRACER BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES OF ANY KIND WHATSOEVER OR FOR LOSS OF PROFITS, INCOME OR ANTICIPATED REVENUE, OR LOSS OF DATA. TOPTRACER'S TOTAL AGGREGATE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT SHALL BE LIMITED TO THE FEES ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT. NOTHING IN THIS CLAUSE 12 SHALL LIMIT OR EXCLUDE ANY LIABILITIES WHICH MAY NOT BE LIMITED OR EXCLUDED UNDER APPLICABLE LAW.
- 12.3 Customer agrees to indemnify, defend and hold harmless Toptracer (and its affiliates) from and against any and all claims, suits, actions, losses, damages or costs (including legal fees), arising out of, or in connection with (i) any breach by Customer of Clauses 2, 5.1.3 or 8; and (ii) any third-party claims relating to use of the Facility.
- 13 GOVERNING LAW AND ARBITRATION**
- 13.1 This Agreement shall be governed by the laws of the State of Delaware, without regard to its principles of conflicts of law provisions. The parties irrevocably consent to the jurisdiction and venue of the courts located in Dallas County, Dallas Texas over any disputes between them arising out of this Agreement.
- 13.2 Notwithstanding the foregoing, it is agreed that Toptracer shall have the right at any court of competent jurisdiction to seek injunctive or interim relief to protect any of its rights or interests in this Agreement or in respect of the Product.
- 14 MISCELLANEOUS**
- 14.1 To complement the Product, Toptracer may offer promotions or subscription services via the Toptracer Range app or otherwise.
- 14.2 Customer shall not be entitled to assign or transfer this Agreement, or the right to use the Product, without Toptracer's prior written consent. Toptracer shall be freely entitled to assign, novate or otherwise transfer this Agreement to any third party without requiring Customer's consent.
- 14.3 This Agreement constitutes the entire agreement between the parties in relation to the subject matters provided for herein.
- 14.4 If any clause or term of this Agreement shall be deemed to be invalid or unenforceable, this shall not affect the legal enforceability of this Agreement as a whole and the parties agree to replace such invalid clause with a mutually agreed enforceable replacement clause.
- 14.5 The failure of either party to insist upon the strict adherence to any term of this Agreement shall not be considered as a waiver of any right hereunder nor shall it deprive that party of the right to insist upon the strict adherence to that term or any other term of this Agreement at some other time.
- 14.6 All notices given by either party to the other under this Agreement shall be made in English and shall be sent by email, registered mail or hand delivery to the contact named in Part I (as may be updated in writing). Notices to Toptracer shall be cc'd to legal@topgolf.com.



## **Schedule**

### **Part I – Toptracer Payment Details**

We appreciate your partnership and are thankful for your business. We offer the following payment options but please confirm these details match with invoices provided as details may be updated from time to time:

#### **1. WIRE/ACH**

Beneficiary:	TopGolf USA, Inc
Beneficiary Address:	8750 N. Central Expressway, Suite 1200, Dallas, TX 75231
Bank:	Bank of America
SWIFT Code:	BOFAUS3N
Routing Number ACH:	111000025
Routing Number Wires:	026009593
Account Number:	488061567861

#### **2. CHECK** (checks must be payable to TopGolf USA Inc):

##### **USPS Post**

Topgolf USA, Inc  
P.O. Box 841371  
Dallas, TX 75284-4318

##### **COURIER**

Bank of America Lockbox Services  
Lockbox 841371  
1950 N. Stemmons Freeway  
Suite 5010  
Dallas, TX 75207

If you have questions regarding any of the above payment options, please e-mail [AR@topgolf.com](mailto:AR@topgolf.com)

### **Part II - Additional Customer Details**

<b><u>Company Details</u></b>
<b>Registered Company Name:</b> Hoffman Estates Park District
<b>Registered Company Address:</b> 1685 West Higgins Road, Hoffman Estates, IL 60169
<b>Trading Name (if different from Registered Name):</b> The Bridges of Poplar Creek Country Club
<b>Company Billing Address:</b> 1685 West Higgins Road, Hoffman Estates, IL 60169
<b>Company Registration Number:</b> 36-2546738
<b>Tax/GST/VAT Registration Number:</b>
<b>Telephone Number:</b> (847) 884-0219
<b>Email address:</b> bbechtold@heparks.org
<b>Company Website:</b> bridgesofpoplarcreek.com

<b><u>Accounts Payable Details</u></b>
<b>Accounts Payable Contact Name:</b> Jennifer Myszka
<b>Accounts Payable Contact Number:</b> 847-885-7500 x667
<b>Accounts Payable email address:</b> jmyszka@heparks.org

## MEMORANDUM NO. M20-134

**TO:** Recreation & Facilities Committee  
**FROM:** Craig Talsma, Executive Director  
Alisa Kapusinski, Director of Recreation  
**RE:** Recreation & Communications/Marketing Board Report  
**DATE:** December 15, 2020

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### Recreation Division



On November 17, the governor announced Illinois would be moving into Tier 3 mitigation guidelines. Tier 3 guidelines prohibit any recreation programs or sports leagues from running. Child care operations may resume, and fitness centers can operate at 25% capacity with masks worn at all times. Staff reacted quickly to the new guidelines and communicated with all impacted families. The following summarizes the impact on the Recreation Department operations:

- TC fitness center set-up a new reservation system. Members can register online or over the phone for their 60 or 90 minute workout timeslot. The fitness center is maxed at 15 participants. Locker rooms are closed. Masks must be worn at all times.
- WRC fitness center continues to accept reservations over the phone with a max of three members per hour. Locker rooms are closed. Masks must be worn at all times.
- Preschool (part day preschool), ELC (full day child care), and STAR Study Hall (virtual school care) continue regular operations.
- All fall programs were cancelled effective November 16 as the District already had followed the Cook County 30-day Stay-at-Home advisory.
- Virtual programs for dance and basketball were launched.
- Private lessons (which are allowed in Tier 3) for figure skating, hockey, and basketball were developed and launched the week of December 7.

Debbie Albig, Willow Facility Manager, announced her retirement effective December 31. While we are in Tier 3 mitigation, Athletic Manager Kyle Thomas is learning the facility manager responsibilities and will serve as the interim WRC facility manager come January.



### Triphahn Center



### Willow Recreation Center

#### Triphahn Center Fitness

<u>Membership</u>	<u>11/30/2019</u>	<u>1/1/2020</u>	<u>11/30/2020</u>	<u>YTD Var. +/-</u>
<b>Total</b>	<b>790</b>	<b>781</b>	<b>547</b>	<b>-234</b>

There were 1,258 visits in November to the fitness center (compared to 1,370 last month).

There are 24 participants in four fitness classes offered this session.

### Willow Rec Center Fitness & Racquetball

<u>Membership</u>	<u>11/30/2019</u>	<u>1/1/2020</u>	<u>11/30/2020</u>	<u>YTD Var. +/-</u>
Fitness	244	304	94	-210
Racquetball	51	63	55	-8
<b>Total</b>	<b>295</b>	<b>367</b>	<b>149</b>	<b>-218</b>

There were 182 visits during November.



### *Dog Off-Leash Areas*

<u>Dog Park Passes</u>	<u>11/30/2019</u>	<u>1/1/2020</u>	<u>11/30/2020</u>	<u>YTD Var. +/-</u>
<b>Total</b>	<b>681</b>	<b>683</b>	<b>600</b>	<b>-83</b>



### *General Programs*

Prior to programs being cancelled, here are fall enrollment numbers:

#### General Programs:

- Baton & Poms – 26 participants
- Music Lessons – 1 in piano and 1 in guitar
- Choir at Palatine Park District – 6
- Shotokan Karate – 85
- Tae Kwon Do – 32
- Gymnastics – 24

Virtual dance: Classes begin early December. To date, there are 51 enrolled.

Upcoming special events include a new 12 Parks of Hoffman Scavenger Hunt, Letters to Santa, Holiday Lights Contest and Santa Drive-By.



## 50+ Club

The 50+ Club was open for pre-registered drop-in activities until the Stay-at-Home advisory went into effect on November 16. Currently, the 50+ drop-in activities and paid programs are cancelled.

Prior to closure, this was the November drop-in enrollment:

- Volleyball: 15
- Billiards: 1
- Mahjong: 4
- Chair Volleyball: 1
- Card and Games: 2
- Walking Club: 17
- Pickleball: 9
- Ping Pong: 7
- Pinochle: 6

### 50+ Group Exercise Enrollments

- Forever Strong: 19 (2 classes)
- Stretch and Tone: 11 (2 classes)



## Early Childhood

There are 18 children enrolled in the ELC program (up one from last month) with two rooms open for care. Natalie continues to purchase items to enhance the ELC program with the Child Care Grant received this fall. New items purchased for ELC include anti-microbial counters, cabinets, and flooring. In addition, touchless sinks were purchased for the rooms. An interactive technology whiteboard was purchased for room 107 to bring new technology into the room.

The part-day preschool program continues to promote mid-year enrollment.

19-20 TC		20-21 TC		+/-	19-20 WRC		20-21 WRC		+/-
Threeschool	14	Threeschool	0	-14	Threeschool	12	Threeschool	0	-12
2's Playschool	29	2's Playschool	6	-23	2's Playschool	19	2's Playschool	0	-19
3's & 4's	121	3's & 4's	47	-74	3's & 4's	61	3's & 4's	29	-32
<b>Total</b>	<b>164</b>	<b>Total</b>	<b>49</b>	<b>-111</b>	<b>Total</b>	<b>92</b>	<b>Total</b>	<b>29</b>	<b>-63</b>

Discovery with Ms. Natalie facebook videos have resumed. Videos will be posted every two weeks on Friday afternoon. Natalie's videos vary from stories to crafts to different activities to do at home.



## *School Age - STAR and Day Camps*

School District 54 continued their Hybrid Model of learning for the first week of November. On the afternoon of Friday, November 6, they announced they were going back to 100% virtual learning starting Monday, November 9. As we had anticipated this happening at some point, the transition back to five day per week study hall was smooth.

### *TC November Study Hall*

- Week of November 2 (hybrid): 19
- Week of November 9: 19
- Week of November 16: 13
- Week of November 23: 14
- Week of November 30: 15

School District 15 was in school full-time until they announced they were going 100% virtual starting November 18.

While school was in session, STAR enrollment was:

- KinderSTAR: 10
- STAR (Whiteley and Thomas Jefferson) Before/After: 16

WRC resumed STAR Study Hall on November 18.

- Week of November 18: 12
- Week of November 23: No school or STAR
- Week of November 30: 10



## *Youth Athletics*

### *Basketball*

- Youth Basketball Camps were programmed to replace the cancellation of 3v3 youth basketball league. The basketball camps ran for one week before the state moved our region into Tier 3. We had 68 players of the 102 registered for the 3v3 league sign up for the class.
- Staff created a free virtual basketball clinic for the players who had their camp cancelled. The class has 29 players signed up for it. Players will receive via email drills they can do in their own home, as well as videos to learn about the game, articles to read, and projects related to basketball.



- Online content is being created to share with the public through Facebook and YouTube for basketball.
- Staff created trick shot videos for online social media engagement.
- Private basketball lessons were created to begin in December.

### *Soccer*

- An Indoor Soccer mini-season league was created to run in November and December. This league was limited to 12 players per team and includes 30 minutes of practice and 30 minutes of scrimmage. This league ran for two weeks before the guidelines required the program to be cancelled. There were a total of 33 players enrolled.
- Staff is creating virtual soccer content during the Stay-at-Home advisory. This content is planned to make it through December and will be reevaluated once, and if, the advisory continues.

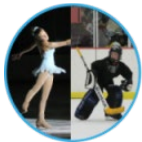
### ***Outdoor Recreation***

#### *Learn to Fish and Fishing Derby*

- Fishing with Kyle is being brought back in December. The virtual format will be used teach fishing basics and promote some of the upcoming ice fishing events.

#### *Cook County Forest Preserve*

- Fall Colors Hike ran with eight in attendance.
- Unhaunted Hike was cancelled with only one enrollment.
- Working with Tim at CCFP to partner on more events and continue to grow and offer more outdoor rec programming, such as archery, kayaking, and hiking/camping.



### *Ice Operations*

Figure skating and hockey lessons as well as clinics were offered in November until November 16. Private lessons will resume on December 7.



### *Aquatics*

Indoor swim lessons began in early November at The Club. Only two weeks of lessons were offered until the program was cancelled due to the Stay-at-Home advisory.





## *Communications and Marketing*

### **Design Work:**

- Began esports branding
- Tier 3 signage
- Turkey shoot out signage
- The Club: COVID-19 signage, Thanksgiving promo, Namaste November

### **Special Projects:**

- Tier 3 mitigation guidelines communication: website, e-blasts and signage

### **Website updates:**

- Researched conversion of seasonal brochure to HTML (from pdf)
- Began the initial steps to transition the website and webtrac to translation services
- Add a non-emergency banner tab to the homepage of website
- Updated the website footer color to provide higher color contrast and easier readability

**Email campaigns:** Four e-blasts sent this month.

### **Press Releases:**

- Winter Fun
- December Winter Events

### **Social Media:**

- 36 posts in November
- Top interactive posts:
  - 1) Happy Diwali video: 2,155 reached
  - 2) Stay-at-Home advisory: 2,009 reached
  - 3) Holiday Lights event: 1,655 reached

### **# of Followers:**

HE Parks Facebook: 5013! We hit 5000 this month! (+25 from last month)

HE Parks Twitter – 1092 (+1 from last month)

HE Parks Instagram – 729 (+22 from last month)

50+ Facebook- 114 (no change from last month)

Wolfpack Facebook- 314 (+5 from last month)

Wolfpack Instagram – 309 (-1 from last month)

Figure Skating Facebook – 88 (+5 from last month)  
Bridges Facebook – 1029 (+3 from last month)  
Bridges Instagram – 118 (no change from last month)  
Bridges Twitter – 166 (+1 from last month)  
The Club Facebook – 1622 (+1 from last month)  
The Club Instagram – 289 (+7 from last month)  
The Club Twitter – 39 (+1 from last month)

**Website:**

Traffic to HEParks Website in October: 13,409 unique page views to the website.

Highest visit days:

- November 3: Due to district email sent that day with registration reminder.
- November 23: Due to district email sent highlighting fitness.

Highest visited pages




- Highest visited pages in November 2020: Home, Program Guide, Dog Park, Triphahn Center, COVID, Triphahn Fitness, Bids

## MEMORANDUM NO. M20-133

**TO:** Recreation Committee  
**FROM:** Craig Talsma, Executive Director  
Brian Bechtold, Director of Golf & Facilities  
**RE:** Golf & Facilities Report  
**DATE:** December 15, 2020  
Bridges of Poplar Creek & The Club Board Report

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### Bridges General Programs

-  TopTracer Range agreement has been negotiated and early signing rates have been offered. In this agreement, it also gives us rights to use the words TopTracer in our marketing efforts. With this, we will begin to bring Bridges TopTracer to life in all marketing materials and promotions.
-  Staff started the preliminary meetings with WT Engineering on architectural drawings for the range structure. WT already completed a site survey and now are working on 3D renderings of the structure. Once the plans are finalized, staff will begin working with WT in preparing bid documents. The plan is for these to go out in early January.
-  Bridges had a great month in November and we continued to remain open in December. We anticipate providing almost 500 rounds in December. In order to protect the course and prepare for next season, we will be closing for the season on Friday, December 11. With temperatures dropping in the teens and possible snow in the near future, staff will begin to put sand on the greens to protect the crown of the plant throughout the winter months.

### Golf Rounds

MONTHLY ROUND TOTALS					
2016	2017	2018	2019	2020	5 Year Average
2,118	724	386	117	2,016	1,072
YTD ROUND TOTALS					
2016	2017	2018	2019	2020	5 Year Average
31,308	31,021	26,195	24,299	26,352	27,835

Range Information - Range was closed March 15 to May 29.

MONTHLY RANGE BASKET SALES TOTALS					
2016	2017	2018	2019	2020	5 Year Average
1,068	1,051	968	1,035	1,090	1,042
YTD RANGE BASKET SALES TOTALS					
2016	2017	2018	2019	2020	5 Year Average
18,239	19,108	17,284	18,755	17,697	18,216

## Hole In One Contestant Update

HOLE IN ONE MONTHLY SALES TOTALS				
2016	2017	2018	2019	2020
363	58	8	0	15
YTD HOLE IN ONE SALES TOTALS				
2016	2017	2018	2019	2020
483	2,414	1,891	2,115	1,038

## Food & Beverage



Staff is working on menu concepts and service strategies for the new Bridges TopTracer facility.

Wedding Count Update:

**2022 = 1 reception has booked.**

**2021 = 14 ceremony and reception, 3 reception**

*This time last year our bookings for 2020 were only 7 ceremony and reception, 3 reception*

2020 = All weddings have been cancelled or rescheduled to 2021.

*We had 10 ceremony and reception, 4 reception only booked for 2020.*

2019 = 16 ceremony and reception, 3 reception only, 1 ceremony only

2018 = 16 ceremony and reception and 3 reception only, 2 ceremony only (2 weddings cancelled in 2018)

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 53° (5° above average) and low averaged 36° (4° above average). This included a seven day stretch where we saw highs in the 70°'s early in the month. We received 1.99" of rain (3.15" average) in November; that's about 66% of our normal totals. November also brought more snow; we saw about .7" of snow towards the end of the month. For the month, we saw 10 total playable\* days (33%) and, for weekends in November, we had two playable\* days (22%).

\*Playable is being defined as highs between 55°-90° and less than .05" rain.

As November comes to a close, the maintenance team is starting to finalize winter preparations. The irrigation system has been blown out in preparation for winter. Bathrooms have been winterized. Course accessories have been brought in so they can be refurbished over winter. We have been able to clean up and mulch the last of the leaves for the season. Playing surfaces are receiving their final cuts of the season, and soon we will be applying our final fungicide application for the year (snow mold).

Here is a list of some of the other tasks the maintenance team has been working on in November:

- Mowed all playing surfaces weekly
- Changed cups and set-up course
- Raked bunkers
- Filled divots on tees
- Sprayed rough with crabgrass control
- Treaded irrigation pond for aquatic weeds
- Cleaned up sticks from strong winds
- Pruned low limbs
- Chipped branches
- Started winter tree removals
- Ground and seeded stumps
- Blew and mulched leaves
- Winterized irrigation system
- Winterized bathrooms
- Cut down ornamental grasses
- Cut down perennial plants
- Split existing ornamental grass to better fill beds
- Worked on leveling low stumps in rough



<b>Membership Totals</b>	<b><u>11/30/2019</u></b>	<b><u>1/01/2020</u></b>	<b><u>11/30/2020</u></b>	<b><u>Var. +/-</u></b>
Totals	2851	2837	2049	-788

#### **Member Services/Sales**

- We had 66 new members enroll in November, and are again experiencing a significant number of holds and cancellations. The majority of holds and cancellations attribute it to the pandemic generally, with some stating it is because we cannot offer group fitness, and a few stating it is because of the requirement to wear masks at all times.
- We began the month with an awesome retention plan by launching our “Namaste November” which had a focus on holistic and mind/body classes as well as wellness events. We hope to try this again once some of the Executive Order Mitigation restrictions have lessened.
- With the pandemic, as well as the additional restrictions due to the Governor’s Executive Order, The Club use has been down. Usage is averaging about 70% of “normal” use on weekdays and just under 60% on weekends.

**Operations and Fitness Departments:**

- With the pause mid-month in our plans for “Namaste November” we had to switch gears and think outside the box on how we can assist members with their workouts in the absence of group classes. We have resumed recording some classes and posting through social media platforms and our website. Also, the fitness team is creating and posting a “workout of the day” for both cardio, spin, and aquatics. This gives members an opportunity to view the workouts posted on facility whiteboards and then to do the workout on their own while at the facility.
- The Fitness Program Manager has been frequently present in the fitness areas of the facility at different times of the day to help members through workouts and answer any questions they may have.
- The community locker room renovations are complete. The locker rooms have a whole new look with a grey and blue color scheme.
- Progress continues with the rental room/tween room and Kids’ Club room renovation. Floors will be finished in December.