



1685 West Higgins Road, Hoffman Estates, Illinois 60169

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AGENDA
RECREATION & FACILITIES COMMITTEE MEETING
TUESDAY, MARCH 16, 2021
7:30 P.M.
***Remotely via ZOOM**

1. ROLL CALL
2. APPROVAL OF AGENDA
3. APPROVAL OF COMMITTEE MINUTES
 - February 16, 2021
4. COMMENTS FROM THE AUDIENCE
5. OLD BUSINESS
6. NEW BUSINESS
 - A. School District 15 Dissolution of Intergovernmental Agreement / M21-024
 - B. School District 54 IGA / M21-023
 - C. Recreation Board Report / M21-022
 - D. Facilities Board Report / M21-032
7. COMMITTEE MEMBER COMMENTS
8. ADJOURNMENT

**For access to remote meetings held via ZOOM, please email 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
February 16, 2021

1. Roll Call:

A regular meeting of the Hoffman Estates Park District Recreation & Facilities Committee was held on February 16, 2021 at 7:32 p.m. remotely via ZOOM.

Present: Chairman K. Evans, Commissioner Chhatwani, Comm Reps Beranek, Dressler, Henderson (7:38), MacGregor

Absent: Comm Rep Macdonald

Also Present: Executive Director Talsma, Director of Recreation Kapusinski, Director of Parks, Planning & Maintenance Huguen, Director of Golf & Facilities Bechtold, Director of Finance & Administration Hopkins, Executive Assistant Logan

Audience: President Kaplan, Commissioners R. Evans, Friedman, Kinnane, McGinn; Comm Rep Aguilar

2. Approval of Agenda:

Commissioner Chhatwani made a motion, seconded by Comm Rep MacGregor to approve the agenda as presented.

On a Roll Call: Carried 5-0-2

Ayes: 5 Chhatwani, Beranek, Dressler, MacGregor, K. Evans

Nays: 0

Absent: 2 Henderson, Macdonald

3. Approval of the Minutes:

Commissioner Chhatwani made a motion, seconded by Comm Rep Dressler to approve the minutes of the January 19, 2021 meeting as presented.

On a Roll Call: Carried 5-0-2

Ayes: 5 Chhatwani, Beranek, Dressler, MacGregor, K. Evans

Nays: 0

Absent: 2 Henderson, Macdonald

4. **Comments from the Audience:**

None

5. **Old Business:**

None

6. **New Business:**

A. **Aquatic Operations Update & Aquatics Manager Job Description / M21-011:**

Executive Director Talsma explained staff were working with Jeff Ellis Management (JEM) to oversee the aquatics operations at Seascapes for summer 2021 and the indoor swim lesson programs at The Club, but since there is so much uncertainty with COVID-19 restrictions for this year, staff are planning to bring the aquatic operations back to in-house and not move forward with JEM for this year. He added the District will continue to follow the State of Illinois' guidelines for COVID-19 protocols.

Director Kapusinski explained, in place of contracting JEM, staff plan to hire an Aquatic Manager to handle the aquatic operations. It was noted the job description for the position has been adjusted and is being presented to the Committee/Board for approval.

Commissioner Chhatwani made a motion, seconded by Comm Rep MacGregor to recommend the Board approve of the Aquatics Manager job description and the proposed budgetary transfers.

On a Roll Call: Carried 6-0-1
Ayes: 6 Chhatwani, Beranek, Dressler, Henderson, MacGregor,
K. Evans
Nays: 0
Absent: 1 Macdonald

B. **School District 15 STAR Agreement / M21-012:**

Director Kapusinski explained staff has approached School District 54 regarding Thomas Jefferson (TJ) and Frank C Whiteley (FCW) schools to transfer the before & after school program back to Hoffman Estates Park District from Palatine Park District. It was noted that Palatine Park District is supportive of the transition.

Commissioner Chhatwani made a motion, seconded by Comm Rep Dressler to recommend the Board approves of the Intergovernmental License Agreement with School District 15 for the operation of a before & after school STAR program dated July 1, 2021 – June 30, 2022.

On a Roll Call: Carried 6-0-1
Ayes: 6 Chhatwani, Beranek, Dressler, Henderson, MacGregor,
K. Evans
Nays: 0
Absent: 1 Macdonald

C. Rec Board Report / M21-018:

Director Kapusinski noted the District transitioned to Phase 4 of the COVID-19 mitigation which allowed the Recreation Department to hold group classes. She added all winter programs were up-and-running in January. She commended her staff for their ability to continue to adapt to the continually changing COVID-19 protocols and continuing to deliver quality offerings to the community.

Director Kapusinski noted the basketball program and the fishing program are both doing very well. She commended Jodi Schultz, STAR/Camp Program Manager, for doing a great job with managing the STAR program despite the ongoing changes to the program due to the COVID-19 mitigations. She thanked the Business staff for their support and managing the billing associated with the constantly changing programs.

Director Kapusinski noted the Marketing team has completed ADA updates to the website as well as created new branding materials for the basketball program and e-sports program.

Director Kapusinski noted a hockey league, known as the Bubble League, has been started and it is offered to Hoffman Estates players only, until further notice.

Chairman K. Evans asked if the District is meeting STAR enrollment requirements by school. Director Kapusinski confirmed all except two schools are meeting the enrollment requirements. She added the two sites that have five or less children will continue to operate until Spring Break. After which point, staff will decide to continue or cease based on enrollment.

Commissioner R. Evans commended Director Kapusinski on a job well done.

Commissioner Chhatwani made a motion, seconded by Comm Rep Beranek to send the Rec Board Report to the Board as presented.

On a Roll Call: Carried 6-0-1
Ayes: 6 Chhatwani, Beranek, Dressler, Henderson, MacGregor,
K. Evans
Nays: 0
Absent: 1 Macdonald

D. Facilities Board Report / M21-017:

Director Bechtold highlighted the following:

- Preferred tee time contracts are being received and the renewal deadline is February 26.
- Golf merchandise has been ordered with apparel arriving from Columbia and Adidas.
- The range renovation project is progressing well.
- Staff has been designing menu items for the driving range area as well as updating the menu for 2021 golf outings.
- The battery conversion for the golf fleet is in process.
- The Club enrolled over 120 new members for the month.
- Please disregard the facemask update in the board report. Facemasks are still required at the fitness centers and the District will continue to follow the State of Illinois' guidelines.
- There were ~1,100 unique visits at The Club in January, which is just under 60% of our active members using the facility in January at least one time.

Comm Rep Dressler noted the HEChamber is looking to host a Back to Business Afterhours event on St. Patty's Day and she thought The Club would be a great venue to do so. Director Bechtold will follow-up for details.

Comm Rep MacGregor made a motion, seconded by Commissioner Chhatwani to send the Facilities Board Report to the Board as presented.

On a Roll Call: Carried 6-0-1
Ayes: 6 Chhatwani, Beranek, Dressler, Henderson, MacGregor,
K. Evans
Nays: 0
Absent: 1 Macdonald

7. **Committee Member Comments:**

Commissioner Chhatwani noted the IAPD Soaring to New Heights Virtual Conference was very informative and well done. She commended Director Kapusinski and staff on a job well done.

Comm Rep MacGregor thanked staff for clearing the paths at Black Bear Park.

Comm Rep Beranek noted The Club staff partnering with a Registered Dietician is a great idea and looks forward to this being offered to members.

Comm Rep Dressler asked if the District's programs and offerings are marketed on the Everything Hoffman page. Director Kapusinski noted staff occasionally post to the Everything Hoffman page, but try to be careful to not monopolize the page. It was noted

that if Commissioners or Community Representatives wish to share District promotions, it would be greatly appreciated.

Comm Rep Henderson commended Director Kapusinski and staff on a job well done.

Chairman K. Evans thanked Director Bechtold and Director Kapusinski for their efforts. He thanked the Commissioners and Community Representatives for their ongoing support at the Recreation & Facilities Committee meetings.

8. Adjournment:

Commissioner Chhatwani made a motion, seconded by Comm Rep MacGregor to adjourn the meeting at 8:18 p.m.

On a Roll Call:	Carried 6-0-1
Ayes:	6 Chhatwani, Beranek, Dressler, Henderson, MacGregor, K. Evans
Nays:	0
Absent:	1 Macdonald

Respectfully submitted,

Craig Talsma
Secretary

Monica Logan
Executive Assistant

MEMORANDUM M21-024

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Alisa Kapusinski, Director of Recreation
RE: School District 15 – Dissolution of Intergovernmental Agreement
DATE: March 16, 2021

Background:

For over 20 years, HEParks and Community Consolidated School District 15 (D15) have had an intergovernmental agreement (IGA) to provide outdoor grounds maintenance at Thomas Jefferson (TJ) and Frank C Whiteley (FCW) schools in exchange for facility usage. The estimated cost for providing these services is approximately \$7,500. This agreement has been in place since 2000; a copy of the current IGA is attached.

Currently, HEParks mows all of the FCW school grounds and a small portion of the TJ school grounds. In addition, annual weed and fertilization is provided. For the past three years, HEParks has not needed D15 schools for summer camps as we had enough space at our facilities or School District 54. In January 2020, HEParks requested use for TJ for summer camps and the request was not approved by D15. In addition, this year, access to the schools was not allowed due to D15's COVID-19 protocols.

Implications:

HEParks staff is recommending that the current IGA be dissolved due to Force Majeure because D15 did not uphold the agreement while HEParks did.

HEParks and D15 have both agreed to dissolve the current agreement and enter into a simple Memo of Understanding (MOU) that will have HEParks only provide annual weed and fertilization and invoice for an annual fee of \$1,300. If HEParks needs to use any facility space, a rental fee will be paid to D15. This option offers the best possible cost savings for both parties.

Staff Recommendation:

Staff recommends the Recreation & Facilities Committee recommend to the Board the dissolution of the IGA with School District 15, dated July 1, 2018 – June 30, 2023.

**A RESOLUTION GRANTING AUTHORITY TO
THE PRESIDENT OF THE BOARD OF PARK
COMMISSIONERS OF THE HOFFMAN ESTATES PARK DISTRICT
TO ENTER INTO AN AGREEMENT WITH THE BOARD OF
COMMUNITY CONSOLIDATED SCHOOL DISTRICT 15**

WHEREAS: Cooperation between the Hoffman Estates Park District and Community Consolidated School District 15 results in benefits to both public bodies, and;

WHEREAS: The specific benefits that accrue to the Hoffman Estates Park District are:

1. The priority on availability of space at Thomas Jefferson and Frank C. Whiteley Schools in Hoffman Estates for the conduct of all seasonal recreation programs conducted by the Hoffman Estates Park District.
2. The use of Thomas Jefferson School for summer programs conducted by the Hoffman Estates Park District. Use of Thomas Jefferson School is designated to the days during the summer when custodians are already assigned as part of their normal work schedule.

WHEREAS, the specific benefits that accrue to the Community Consolidated School District 15 are:

1. A program of grounds maintenance as specified (including aerating, weed control, seeding, fertilizing) at Thomas Jefferson and Frank C. Whiteley Schools that assures the School District that the physical assets of these properties are preserved.

THEREFORE, BE IT RESOLVED BY THE BOARD OF PARK COMMISSIONERS OF THE HOFFMAN ESTATES PARK DISTRICT, COOK COUNTY, ILLINOIS:

Section 1. That the President of the Hoffman Estates Park District is hereby authorized to enter into an agreement with the School Board of Community Consolidated School District 15, as follows:

The Hoffman Estates Park District, Cook County, Illinois hereinafter known as the Park District and Community Consolidated School District 15, hereinafter known as the School District, for and in consideration of the mutual promises herein above and below contained, agree as follows:

PARK DISTRICT GROUNDS MAINTENANCE AGREEMENT

1. The Park District agrees to mow school grounds at Thomas Jefferson and Frank C. Whiteley Schools. All close trimming of school property and boulevards will be the responsibility of the park district.

2. The Park District agrees to aerate school grounds by tractor (no handwork) at Thomas Jefferson and Frank C. Whiteley Schools.
3. Each fall, the Park District will perform top seeding of athletic fields used by the Park District and other areas by mutual agreement providing the School District can control traffic on these areas following top seeding.
4. Each spring, the Park District will apply one application of weed and feed to prevent growth of dandelions and other undesirable weeds at Thomas Jefferson and Frank C. Whiteley Schools. Prior to the application of any fertilizers or weed control treatment, the park district will provide the school district with material data sheets for approval and approval for the applications.
5. The Park District will maintain all refuse containers during soccer and baseball season, and any other scheduled Park District programs on a regular basis.

THE SCHOOL DISTRICT AGREES

1. To permit the Park District to use school buildings at no cost on the designated three days during the school term and use of Thomas Jefferson School for summer programs conducted by the Hoffman Estates Park District when custodians are already assigned to said facilities as part of their normal work schedule and playground facilities without charge. Other out-of pocket expenses such as unscheduled overtime and any utility usage costs outside of the normal building usage hours will be billed to the Park District. If the park district schedules the school building for use during the school term for either or both of the two days designated for nonuse, fees approved by the Board of Education shall be charged.
2. To mow at a School District site if activities will be taking place at that site on a designated mowing date, provided that a mowing schedule was provided to the School District. Any change in schedule requires one-day notice to the Park District.
3. Provide a school time schedule designating class times and lunch hours prior to the new school year.
4. After the school district including PTA groups has scheduled events, the Park District will receive first priority in the scheduling of the School District's indoor facilities, with the exception of classrooms, unless scheduled through special arrangements. By the first of March each year, the building principal shall designate which of the three days each week their respective building will be available for use for the following year.
5. It shall be a provision of this agreement that the agreement covers the dates inclusive July 1, 2018, through June 30, 2023.

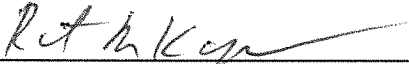
INDEMNIFICATION AND HOLD HARMLESS

In consideration of Community Consolidated School District 15, Cook County, Illinois (the "School District") permitting the Hoffman Estates Park District (the "Park District") to utilize the School District's facilities for Park District sponsored and operated recreational activities, the Park District does hereby agree to indemnify, defend and save harmless the School District, its Board of Education and members thereof individually and all employees and agents of the Board (hereinafter "Indemnatee") from and against any and all claims, actions, damages, liability and expenses in connection with loss of life or personal injury arising from or out of any occurrence in, upon or at the said premises occasioned wholly or in part by any act or omission of any person present on the premises as a participant or spectator of the program being sponsored or operated by the Hoffman Estates Park District. In case the Indemnatee shall without fault on its part be a party to any litigation in which a claim as aforesaid is made arising out of the use of the premises by the Park District, then the Park District shall protect and hold harmless and pay all costs, expenses and reasonable attorneys' fees incurred or paid by the Indemnatee in connection with such litigation.

Section 2. That this resolution shall be in effect immediately upon its passage and acceptance.


WITNESS our hands and seals this 22nd day of May, 2018.

APPROVED:



President, Board of Park Commissioners
Hoffman Estates Park District

APPROVED:




President, Board of Education
Community Consolidated School District 15

ATTEST:



Secretary, Board of Park Commissioner
Hoffman Estates Park District

ATTEST:



Secretary, Board of Education
Community Consolidated School District 15

Date: 5/22/2018

Date: 6-6-18

MEMORANDUM M21-023

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Alisa Kapusinski, Director of Recreation
RE: School District 54 – Intergovernmental Agreement
DATE: March 16, 2021

Background:

For over 20 years, HEParks and School District 54 have worked together in agreement to provide outdoor maintenance and playground installation to the Hoffman Estates School District 54 schools in exchange for indoor school usage space for HEParks programs. In addition, separate agreements have been approved for Eisenhower Track usage and the Sycamore Park / Lincoln Prairie School fitness playground structure.

A summary of each agreement is below:

- Playground Maintenance / School Usage: SD54 paid \$1,500 for each playground renovation. HEParks paid a discounted rental usage fee for gym and camp space. This agreement expired January 2020.
- Eisenhower Track Agreement: Gives SD54 exclusive rights to the track during certain periods. SD54 paid 50% of cost of track. This agreement expired June 2020.
- Sycamore Park / Lincoln Prairie Fitness Structure: SD54 requested a fitness structure on HEParks' Sycamore Park property. SD54 paid HEParks \$80,000 in this agreement to install the structure. SD54 is fully responsible for replacing the structure, if necessary. This agreement expired in 2011 (inactive).

Communication with School District 54 began last winter to merge the two active agreements into one agreement for a new five year term. Due to the pandemic, the development of the new agreement was delayed, but has since resumed.

Implications:

The current Intergovernmental Cooperation Agreement between School District 54 and HEParks with a five-year term is attached.

This agreement includes the following:

- Playground payment: This agreement does not include any payment required by SD54 for playground replacements. The next playground set for replacement is the one at Lincoln Prairie School in 2030, which is outside of this agreement term.
- School usage: HEParks will pay discounted rental rates for facility usage during winter for basketball practices and summer for camp usage. Rental rates are include in Exhibit C. These rates are consistent with previous years' rates.
- Eisenhower track: Gives SD54 exclusive rights to the track during certain periods. SD54 will pay HEParks 50% of major repair and replacement of the track surface.

Staff Recommendation:

Staff recommends the Recreation & Facilities Committee recommend to the Board the approval of the Intergovernmental Cooperative Agreement between School District 54 and Hoffman Estates Park District for the term April 1, 2021 and ending March 31, 2026.

**INTERGOVERNMENTAL COOPERATION AGREEMENT REGARDING
SHARED IMPROVEMENT COSTS FOR ADJOINING PROPERTIES AND
USE OF FACILITIES BETWEEN THE BOARD OF EDUCATION
OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT 54
AND THE HOFFMAN ESTATES PARK DISTRICT**

THIS AGREEMENT made this 18th day of March, 2021, by and between SCHAUMBURG TOWNSHIP ELEMENTARY SCHOOL DISTRICT 54, Cook County, Illinois (the "School District") and the Hoffman Estates PARK DISTRICT, Cook County, Illinois (the "Park District").

RECITALS:

- A. Article VII, Section 10 of the Illinois Constitution provides as follows:
- "Units of local government and school districts may contract or otherwise associate among themselves with the State, with other States and their units of local government and school districts, and with the United States to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or by ordinance. Units of local government and school districts may contract and otherwise associate with individuals, associations and corporations in any manner not prohibited by law or by ordinance."
- B. The Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) encourages and permits intergovernmental cooperation between units of local government.
- C. It is in the best interest of the taxpayers of the School District and the Park District to enter into an Intergovernmental Cooperation Agreement to save the taxpayers money by sharing in the cost of improving and maintaining adjacent facilities and sharing the use of properties owned by the School District and the Park District in an equitable manner so that the facilities of the School District and the Park District may be utilized to their fullest capacity, avoiding duplication of construction and maintenance of said facilities.
- D. The Parties have a history of working cooperatively for their mutual benefit and the Parties desire to further define between themselves their respective rights and responsibilities and to cooperate to the maximum extent permitted by law with respect to the agreements described herein.

NOW, THEREFORE, in consideration of the mutual promises herein set forth, the Parties hereto agree as follows:

1. **Term.** This Agreement will be in force for a period of five (5) years commencing April 1, 2021 and ending March 31, 2026 (the "Initial Term") and may be renewed and extended by mutual written agreement of the parties for up to three, 5-year renewal terms, each a "Renewal Term".

2. **Renovation of School/Park Sites.** Attached hereto as Exhibit A is a list of School District 54/Hoffman Estates Park District properties that are adjacent to one another where the Park District has installed and/or maintains playground equipment on either the adjoining School District Property or on the Park District's adjoining park property where the Parties agree to share in the costs to replace, renovate or develop playgrounds as provided in this Agreement (collectively, the "School/Park Sites"). The Parties may amend the list of School/Park Sites to add additional sites thereto or to remove sites therefrom by mutual written agreement of the Parties. The School/Park site is for the open use of the general public, which includes the School District.

Attached hereto as Exhibit B is a list of the School/Park Sites with a preliminary long-range renovation schedule with an approximate year in which the Park District anticipates that it will renovate each School/Park Site on said list.

The Park District will prepare renovation plans for playgrounds at School/Park Sites adjacent to or on school property which the Park District currently maintains generally in accordance with said preliminary long-range renovation schedule. Renovations of the School/Park Sites shall be subject to the following requirements:

A. The development and/or renovation plans shall be reviewed with the Superintendent of School District 54 not less than ninety (90) days before any such playground development or renovation project is let out for bid by the Park District. The School District and Park District must agree in writing to a not to exceed reimbursement before proceeding with the bid.

B. The School District will reimburse the Park District for 0% of the equipment, material, improvement and installation costs of any construction or renovation project on any School/Park Site ("School/Park Improvement Costs") upon completion of such construction or renovation work. Construction work may be adjacent to School District property and it is understood that staging and access to School District property may be necessary. Any restoration work necessary on School District property as a direct result of such access will be the responsibility of the Park District.

C. Eisenhower Track

1. SCHOOL DISTRICT USE OF FACILITIES

a) Scope. The terms, provisions and considerations of this section shall apply to the School District use of Eisenhower Park.

- b) The Park District agrees to allow the School District the exclusive use of the Eisenhower Park during regular school hours excluding summer school hours subject to section 1-d. The Park District will have exclusive use and priority during non-school hours. The School District will have priority after the Park District has scheduled their events and programs.
- c) The School District will not grant the right to use Eisenhower Park or any portion of the park to any third party.
- d) The Park District will permit to the School District the exclusive use of the track and west soccer field for twenty (20) weekdays, chosen at the School District's discretion, after school hours during the months of April and May each year. School District shall submit in writing their annual schedule of twenty (20) dates to the Park District before February 1st of each year.
- e) The School District will notify the Park District of any date previously scheduled which the School District no longer plans to utilize. School District shall provide as much advance notice as possible and notify the Park District in writing when dates will no longer be required to host district track meets.
- f) The School District (Eisenhower School) shall submit their annual schedule of after-school related events held where School District anticipates utilizing more than 75% of the available school parking lot spaces before July 1st of each year for the following school calendar year.
- g) The School District agrees to commit to regular communications with the Park District to ensure the Terms of the Agreement are fulfilled.
- h) For the purposes of this Agreement, non-school hours, school holidays and summer shall be defined as follows:
 - 1. Weekdays. From 4:00 p.m. to 10:00 p.m. Monday through Friday throughout the school term excluding summer schools.
 - 2. Weekends. From 8:00 a.m. to 10:00 p.m. on Saturdays and from 8:00 a.m. to 10:00 p.m. on Sundays, throughout the regular school year.
 - 3. School Holidays. Weekdays during the regular school year which are officially designated by School District as either holiday or a no school day for students attending School

District schools.

4. Summer. During the months of June, July and August.

2. PARK DISTRICT USE OF FACILITIES

- a) Scope. The terms, provisions and considerations of this section shall apply to the Park District use of Eisenhower Park.
- b) The Park District has first priority of scheduling and may schedule up to eighteen (18) months in advance during non-school hours other than as specified within Sections 1-d and 2-e which the School District will be given priority scheduling.
- c) The School District agrees to allow the Park District the use of the Eisenhower parking lot for purposes relating to the use of Eisenhower Park except dates and times which School District has regularly scheduled school hours and school-related events scheduled during non-school hours which anticipate utilizing more than 75% of the parking lot. The after school parking lot use by the park district shall be evaluated annually and shall be subject to change as required to minimize parking and traffic problems after school.
- d) The Park District will prioritize and schedule permitted uses of Eisenhower Park with the understanding that the Park District and all Park District affiliated programs and events will receive first priority during non-school hours, subject to Section 1-d and 2-e.
- e) The Park District will permit to the School District the exclusive use of the track and west soccer field for twenty (20) weekdays as selected by the School District after school hours during the months of April and May each year.
- f) The Park District agrees to adopt an Ordinance and post appropriate signage prohibiting public use of Eisenhower Park when students are participating in school activities in Eisenhower Park during regular school hours.
- g) The Park District agrees to commit to regular communications with the School District to ensure the Terms of the Agreement are fulfilled.

3. MISCELLANEOUS PROVISIONS

- a) Annual Calendar of Use. For the purpose of meeting all of the general needs of the Park District and School District, authorized representatives of the Park District and School District shall meet annually, not later than February 1st of each year, to establish a schedule for the appropriate use of the Eisenhower Park. As School District has priority use of Eisenhower Park after the Park District during non-school hours, other community organizations shall be permitted to utilize Eisenhower Park only with the express written permission of the Park District and subject to Sections 1-d and 2-e above.
- b) Events Not Originally Scheduled: In accordance with Sections 1-d and 2-e above, the Park District will make every attempt to accommodate School District events not submitted by School District within their original requested use schedule.
- c) Regular Review of Schedule. The Park District and the School District recognize and acknowledge that this is a unique Agreement providing for the optimum use of public facilities for the residents of both Districts. Therefore, it is recognized and acknowledged by both the Park District and the School District that there may be a need, from time to time, for regular review and modification of the schedule set forth after formal adoption and execution of this Agreement. Such review shall take place as needed, at the request of either District.
- d) The Park District reserves the right to prohibit School District from utilizing the turf areas during both school and non-school hours when turf conditions are such that permanent damage may result from use. The Park District will be the sole judge of determining when turf conditions are unsuitable for use. The Park District will not unreasonably deny School District use of the turf areas during school hours or requested additional times. The School District will be financially responsible for any permanent turf damage resulting from School District's use of the fields.
- e) The School District will be responsible for any reasonable damage to park district property, park amenities, including but not limited to the track that result from School District's use of the park. The School District, following each use of the park, shall be responsible for removing all debris which results from School District's use.

- f) The Park District will be responsible for any reasonable damage to School District property including, but not limited to, the parking lot that results from the Park District's use of the parking lot. Park District, following each use of the parking lot, shall be responsible for removing all debris which results from Park District's use.

4. FINANCIAL CONTRIBUTION

In consideration of the Park District maintaining the track and soccer fields for the benefit of District 54 and the residents of the Park District, School District 54 agrees to compensate the Park District 50% of the major repair and replacement cost of the track surface. A development and/or renovation plan shall be reviewed with the Superintendent of School District 54 not less than 90 days before any such major repair or replacement project is let out to bid by the Park District. The School District and Park District must agree in writing not to exceed reimbursement before proceeding with the bid.

3. Use of School District Property

A. Description of School Property. The School District is the owner of certain real estate, buildings and facilities (the "School Property") which is more fully described in Exhibit C, attached hereto, and which may be amended in writing from time to time by mutual agreement of the Parties. The Parties anticipate that the Park District shall be permitted use of certain areas of those schools during the school year and certain areas of those schools during the summer. The Park District expressly acknowledges and agrees that the School District may, on occasion, and in its reasonable discretion, unilaterally restrict or reduce the areas of the School Property to be used by the Park District (e.g., limiting the number of schools available on days which are school holidays).

B. Ownership. The School District is the sole owner of the School Property, and the Park District shall have no right or interest in the Property, except for the right to use the School Property as provided in this Agreement.

C. Use of the Property. Subject to the terms and conditions of this Agreement, and in consideration of the agreements herein, the School District agrees to allow the Park District certain recreational use of the School Property for authorized Park District Programs as described herein.

D. Rental Fees; Charges. In consideration for the use of the School Property as set forth herein, the Park District shall pay rental fees, and any additional charges as may be applicable, to the School District in accordance with the attached Exhibit C Memorandum of Understanding.

E. No Financial Compensation. The Park District shall not receive any financial compensation from the School District. The Park District shall conduct registration of the Park District Programs, and any associated fees and costs for the Park District Programs shall be paid directly to the Park District by students and their parents or legal guardians.

F. Scheduling of School Property Use.

i. The Park District's use of the School Property shall be limited to those non-school hours when the School Property is not required for the School District's use. It is understood and agreed that the needs of the School District will require its usage of the Property during non-school hours on certain days throughout the school year and summer.

ii. All scheduling and use of the School Property by the Park District must be approved in advance by the School District. A detailed Schedule of School Property Use shall be developed by representatives of the School District and the Park District.

G. Common Areas. Whenever the Park District has the right to use the School Property under this Agreement, and subject to any scheduling restrictions imposed by the School District, the Park District shall be authorized to use on a joint use basis other common areas of the School Property, including the hallways, restrooms, parking areas of the identified schools and any other areas that are incidental to the use of the School Property, consistent with this Agreement and approved by the School District (the "Common Areas").

H. Ingress/Egress. The School District hereby grants to the Park District rights of ingress and egress solely for the limited purpose of gaining access for the use of the School Property and Common Areas, on and over the pathways, sidewalks, driveways, student loading areas, or other means of access to the School Property as designated by the School District whenever the Park District has the right to use such School Property or Common Areas under this Agreement. The Park District shall have no right to use any portion of the School Property, other schools of the School District, or other School District property, except as specified herein or as permitted by the School District.

I. Custodial Services. The School District shall provide its usual and customary custodial services to the School Property in accordance with the School District's regularly scheduled working hours or at the discretion of the School District. Fees for overtime custodial services may be assessed to the Park District in accordance with School District policies and procedures.

J. Repair and Replacement. At the close of each instance of use, the Park District shall leave the School Property in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted. The Park

District shall be responsible for the cost of repair and/or replacement of any damage to the School Property, or any other School District property, including without limitation fixtures and furnishings, which occurs because of or relating to the use of the School Property by the Park District or its employees, volunteers, participants or agents. The restoration shall be to a condition at least equivalent to the condition of the affected area immediately before the destruction or damage. If the Park District does not repair the damage within 14 days after receiving written notice from the School District, or a lesser time if the School District determines the damage creates an emergency, the School District may repair the damage and the Park District shall reimburse the School District for the costs the School District incurs within 14 days after the School District provides a written invoice to the Park District.

K. No Improvements. The Park District shall not modify, alter, or place permanent fixtures or improvements upon School District property in any way without the prior express written approval by the School District.

L. Supervision. The School District shall have no responsibility whatsoever for supervising any Park District Programs and/or School Property use hereunder by the Park District, its employees, volunteers, participants and/or agents. The Park District shall be solely responsible, at its own expense, for providing adequate adult supervision regarding its use of the School Property. The Park District acknowledges and assumes complete responsibility for the staff or volunteers used to supervise its activities hereunder.

M. Use Policies. The use policies of the School District, including without limitation the School District's Community Use of District Facilities Policy and Administrative Guidelines, shall apply to all users of the School Property, including use by the Park District; provided, however, that the Park District may impose greater restrictions or stricter rules of conduct on its own program participants when making use of the School Property than those required by the School District.

N. Facility Use Only. All employees or volunteers supervising or implementing activities under this Agreement shall be Park District employees or volunteers, and the School District shall not be responsible in any way for employment of personnel to implement or supervise the Park District Programs on the School Property nor for any employment-related benefits. The Park District shall represent the Park District Programs as Park District programs and at no time shall represent any sponsorship or other involvement by the School District other than provision of facilities.

O. Background Investigations. The Park District, at its sole cost, shall conduct background investigations of all Park District employees, volunteers, or agents who will use the School Property and, in accordance with Section 10-21.9 of the Illinois School Code, shall provide results of each background investigation to the School District, and shall comply with all requirements of Section 10-21.9 as

may be amended from time to time. The Park District shall not allow anyone to work or volunteer in its Park District Programs whose criminal background check reveals items that would prohibit them from working with children under Illinois law or reveals other criminal convictions or other conduct which lawfully may be considered, and which call into question such individual's fitness to work with children.

P. Promotional Materials; News Releases. The School District shall permit the Park District to use the School District's name in describing the location of the Park District Programs.

4. Indemnification

A. To the fullest extent allowed by law, the Park District agrees to reimburse defense costs, indemnify, and hold harmless the School District from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) the Park District's, its employees', volunteers', contractors', or agents' negligent acts and/or errors and/or omissions related to this Agreement; (2) the Park District's breach of the Agreement; or (3) the Park District's violation of law. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by the Park District or its contractor, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

B. To the fullest extent allowed by law, the School District agrees to reimburse defense costs, indemnify, and hold harmless the Park District from and against all injuries, loss, causes of action, claims, liability, damages, or judgments, including costs, expenses, and attorneys' fees, to the extent arising from (1) the School District's, its employees', volunteers', or agents' negligent acts and/or errors and/or omissions related to this Agreement; (2) the School District's breach of the Agreement; or (3) the School District's violation of law. The indemnification obligation set forth in this Section shall not be limited by the amount of any insurance maintained by the School District, or by a limitation on amount or type of damages, compensation or benefits payable under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The insurance company, self-insurance pool or similar entity of the Party providing the indemnification shall be allowed to raise on behalf of the other Party against any third party and all defenses, statutory and/or common law, to such claim or action which the other Party might have raised, including but not limited to any defense contained within the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101, *et seq.*, as amended.

5. Insurance.

A. The School District, at its sole cost and expense, shall keep in full force and effect during the term of this Agreement its usual and customary commercial general liability insurance, including contractual liability coverages and property insurance. The School District shall provide evidence of such coverage to the Park District at the Park District's request.

B. The Park District, at its sole cost and expense, shall keep in full force and effect during the term of this Agreement its usual and customary general liability insurance, including contractual liability coverage and property insurance, against claims for injuries to persons or damages to property, which may arise from or relating to this Agreement. Coverage shall be at least as broad as:

- (1) Comprehensive commercial general liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such A-rated companies with respect to the Park District's excess insurance carrier as are reasonably acceptable to the School District, but in any event no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, and an umbrella policy of no less than \$1,000,000. Such insurance shall be evidenced by annually providing to the School District copies of the policies and/or certificates of insurance naming the School District and its Board of Education as an additional insured and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advance written notice by certified mail, return receipt requested, to the School District.
- (2) The Park District shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for employees of the Park District. Any employee claim related to this Agreement will be by Park District employees and the School District shall have no obligation whatsoever to provide workers' compensation for Park District employees or for any of the Park District's contractor's employees.

C. For any playground construction, installation, or renovation project work to be performed by any contractor hired by the Park District, the Park District shall require in each contract for said work that the contractor shall procure and maintain for the duration of any such contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work that meet the minimum scope limits and insurance requirements set forth on Exhibit D to this Intergovernmental Agreement.

6. The Park District shall, or shall cause its contractor, to erect and maintain a construction fence or snow fencing around all construction areas prior to commencing any construction on any School/Park Site and shall maintain or cause

its contractor to maintain said fencing until the playground renovation work on a School/Park Site is substantially completed as required under the Village of Hoffman Estates ordinances. Both Districts agree not to erect any other barrier or fence on any School/Park Site without first obtaining the prior written approval of the other District unless it is an emergency.

7. Either Party shall have the right, option and privilege of terminating this Agreement at any time during the Initial Term or in any Renewal Term thereof, as to any portion of real estate used herein, by giving one (1) year prior written notice by certified mail, return receipt requested, or by overnight courier, to the other Party hereto, at its office address, of its intention to so terminate said agreement as to said parcel of real estate, and at the expiration of said one (1) year period. Notwithstanding the foregoing, any such termination shall not cancel, terminate or obviate (i) the obligation of the terminating Party to indemnify, defend and hold harmless the other Party from and against any liability, loss, claim, demand, lien, damage, penalty, fine, interest, cost, expense, reasonable attorney's fees and litigation costs that arose or arise out of any allegedly wrongful negligent act or omission that is alleged to have occurred prior to the termination date; or (ii) the School District's obligation to pay for its share of any School/Park Improvement Costs on any renovation project already under contract to be constructed and installed or otherwise incurred prior to receipt of any such notice of termination.

8. In the event this Agreement is not extended by mutual written agreement before the expiration of the Initial Term, or any Renewal Term, or a new agreement is not entered by the Parties at the end of the Initial Term, or at the end of a mutually agreed upon Renewal Term, or is terminated pursuant to Section 9, all improvements affixed to a School/Park Site in permanent fashion by the School District shall remain on the premises. At the end of the Initial Term, or at the end of a Renewal Term if extended by mutual written agreement of the Parties, all improvements constructed and/or installed by the Park District, whether they be movable or not, including swings, slides, etc., shall remain the property of the Park District and shall be removed from said premises by the Park District at the cost of the School District.

9. Default. If one Party believes the other to be in default under this Agreement, that Party acting through its chief administrator, shall notify the other Party in writing and allow the other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party effective thirty (30) days after receipt of the notice by the other Party.

10. No Waiver of Tort Immunity Defenses. Nothing contained in this Agreement is intended to constitute, nor shall it constitute a waiver of the defenses available to the Parties, or either of them, under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, and/or any common law defenses and/or immunities with respect to claims by third parties.

11. Relationship of the Parties; No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers or agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the School District and the Park District. Notwithstanding any provisions herein to the contrary, this Agreement is entered into solely for the benefit of the contracting Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District and/or the Park District.

12. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed as follows:

If to the Park District:	If to the School District:
Executive Director	Superintendent
Hoffman Estates Park District	Community Consolidated School District 54
1685 W. Higgins	524 East Schaumburg Road
Hoffman Estates, IL, 60199	Schaumburg, IL, 60194

13. Compliance with all Laws. The Park District shall comply with all applicable local, county, State and federal laws and regulations, including without limitation, those regarding the provision of recreational and enrichment programs, facilities and student confidentiality.

14. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois. Jurisdiction and venue for all disputes shall be the Circuit Court located in Cook County, Illinois, or the federal district court for the Northern District of Illinois.

15. Authority to Execute.

A. The School District. The School District hereby warrants and represents to the Park District that the persons executing this Agreement on its behalf have been properly authorized to do so.

B. The Park District. The Park District hereby warrants and represents to the School District that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.

16. Miscellaneous.

A. No Assignment. Neither Party may assign any rights or duties under this Agreement without the prior expressly written consent of the other Party.

B. Successors. This Agreement shall be binding upon the successors of the Parties' respective governing boards.

C. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties regarding the matters contained in this Agreement. This Agreement supersedes all prior agreements and understandings, whether written or oral, formal or informal.

D. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of the Parties.

E. Construction. The provisions of this Agreement have been negotiated, written and reviewed by the Parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a Party merely because that Party was or is the principal drafter thereof.

F. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.

G. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

H. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.

I. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned parties have caused this Agreement to be executed by their duly designated officials, pursuant to a proper resolution or motion of their respective governing bodies.

HOFFMAN ESTATES PARK DISTRICT

BOARD OF EDUCATION, COMMUNITY
CONSOLIDATED SCHOOL DISTRICT 54

By: _____
President

By: _____
President

Attest:

Attest:

Secretary

Secretary

Dated: _____, 2021

Dated: _____, 2021

EXHIBIT A
SCHOOL PARK SITES

<u>SCHOOL</u>	<u>PROP. INDEX #</u>	<u>PLAT BOOK PAGE NO.</u>	<u>DESCRIPTION</u>
Eisenhower Jr. High School 800 W. Hassell Road Hoffman Estates, IL 60195 Eisenhower Park	07-04-107-015-0000	4F	Total Site – 14.4 acres #54 owns 6 acres Hoffman Estates Park District – 8.4 acres
Fairview Elementary School 375 Arizona Blvd. Hoffman Estates, IL 60194 Fairview Park	07-15-417-022-0000	15H	Total Site – 7 acres #54 owns 4.75 acres Hoffman Estates Park District – 2.25 acres
Lincoln Prairie 500 Hillcrest Blvd. Hoffman Estates, IL 60195 Sycamore Park	07-09-215-015-0000	9B or C	Total Site – 12 acres #54 owns 5 acres Hoffman Estates Park District – 7 acres
Muir Literacy Academy 1973 N. Kensington Hoffman Estates, IL 60195 Poplar Park	07-08-100-15-0000	8C	Total Site – 8 acres #54 owns 4 acres Hoffman Estates Park District – 4 acres
Lakeview Elementary School 615 Lakeview Lane Hoffman Estates, IL 60194 Evergreen Park	07-16-411-023-0000		Total Site – 16.5 acres #54 owns 3.5 acres Hoffman Estates Park District – 13 acres
Armstrong Elementary School 1320 Kingsdale Road Hoffman Estates, IL 60194 Armstrong Park	07-08-400-045-0000		Total Site – 7 acres #54 owns 3.5 acres Hoffman Estates Park District – 3.5 acres
MacArthur International Spanish Academy 1800 Chippendale Road Hoffman Estates, IL 60195 Highpoint Park	07-09-104-016-0000 07-09-104-017-0000		Total Site – 49 acres #54 owns 6 acres Hoffman Estates Park District – 43 acres

EXHIBIT B

<u>School / Park Name</u>	<u>Year Proposed to Renovate</u>
Armstrong Elementary School / Armstrong Park	2038
Fairview Elementary School / Fairview Park	2031
Eisenhower Jr. High / Swing Set	2034
Lakeview Elementary School / Evergreen Park	2035
Lincoln Prairie / Sycamore Park	2030
MacArthur International Spanish Academy / MacArthur Park	2038
Muir Literacy Academy	2034

EXHIBIT C

04/01/2021 to 03/31/2026 Memorandum of Understanding between School District 54 and Hoffman Estates Park District

District 54 and Hoffman Estates Park District mutually agree to the following fee structure:

- School Year STAR Program – normal annual board-approved before- and after-school fees for all Kasper programs.
- Hoffman Estates Park District School Year Use of District 54 Athletic Facilities – Modified for arrangement.
 - 04/01/2021 to 03/31/2022 \$68.00 per site per month
 - 04/01/2022 to 03/31/2023 \$70.00 per site per month
 - 04/01/2023 to 03/31/2024 \$72.00 per site per month
 - 04/01/2024 to 03/31/2025 \$74.00 per site per month
 - 04/01/2025 to 03/31/2026 \$76.00 per site per month
- Hoffman Estates Park District Summer Use of District 54 Athletic Facilities – Modified for arrangement:
 - 04/01/2021 to 03/31/2022 \$135.00 per site per week
 - 04/01/2022 to 03/31/2023 \$138.00 per site per week
 - 04/01/2023 to 03/31/2024 \$141.00 per site per week
 - 04/01/2024 to 03/31/2025 \$144.00 per site per week
 - 04/01/2025 to 03/31/2026 \$147.00 per site per week

Signed by HEPD:_____

Signed by SD54:_____

Date:_____

Date:_____

EXHIBIT D

Contractor Insurance Requirements

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or relating to the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of Illinois with Statutory Limits, and Employer's Liability Insurance with limits of no less than **\$1,000,000** per accident for bodily injury or disease.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Hoffman Estates Park District and Schaumburg Township Elementary School District 54 require and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to the Hoffman Estates Park District and Schaumburg Township Elementary School District 54.

Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Hoffman Estates Park District and Schaumburg Township Elementary School District 54, and each of its respective Boards, Board members, officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished regarding such work or operations.

General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects the Hoffman Estates Park District and Schaumburg Township Elementary School District 54, and each of its respective officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Hoffman Estates Park District and Schaumburg Township Elementary School District 54, and each of its respective its officers, officials, employees, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the Hoffman Estates Park District and Schaumburg Township Elementary School District 54.

Waiver of Subrogation

Contractor hereby grants to the Hoffman Estates Park District and Schaumburg Township Elementary School District 54 a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Hoffman Estates Park District and Schaumburg Township Elementary School District 54, or either of them, by the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the Hoffman Estates Park District and Schaumburg Township Elementary School District 54 have received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-Insured retentions must be declared to and approved by the Hoffman Estates Park District. The Hoffman Estates Park District may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the Hoffman Estates Park District.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Hoffman Estates Park District.

Claims Made Policies

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract work.**
3. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of work.

Verification of Coverage

Contractor shall furnish the Hoffman Estates Park District and Schaumburg Township Elementary School District 54 with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Hoffman Estates Park District before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Hoffman Estates Park District and Schaumburg Township Elementary School District 54 each reserves the right to require complete, certified copies of any required insurance policies, including endorsements required by these specifications, at any time.

MEMORANDUM NO. M21-022

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Alisa Kapusinski, Director of Recreation
RE: Recreation & Communications/Marketing Board Report
DATE: March 16, 2021

Recreation Division



All programming has resumed within Phase 4 guidelines. Participants, patrons and spectators are doing a great job of abiding by the guidelines.

This past month, applications were accepted for the full-time Aquatics Manager position. Interviews are scheduled for early to mid-March with a potential start date of early April. The plan is for the new manager to begin in time for Seascape trainings as well as preparing to open the facility for the season.

The Willow Facility Manager position remains vacant at this time. After completing the interview process to replace Debbie Albig, we decided to restructure the position to include more program areas. As such, we did not offer the job and have been saving wages by not filling it. However, we do anticipate that this position will be needed as we head into our busy summer months, and we will once again begin interviewing for a full-time manager position.



Triphahn Center



Willow Recreation Center

Triphahn Center Fitness

<u>Membership</u>	<u>02/28/2020</u>	<u>01/01/2021</u>	<u>02/28/2021</u>	<u>2021 YTD Var. +/-</u>
Total	818	509	485	-24

Willow Rec Center Fitness & Racquetball

<u>Membership</u>	<u>02/28/2020</u>	<u>01/01/2021</u>	<u>02/28/2021</u>	<u>2021 YTD Var. +/-</u>
Fitness	270	93	97	+4
Racquetball	69	52	47	-5
Total	339	145	144	-1



Dog Off-Leash Areas

<u>Dog Park Passes</u>	<u>02/28/2020</u>	<u>01/01/2021</u>	<u>02/28/2021</u>	<u>2021 YTD Var. +/-</u>
Total	689	586	526	-60



General Programs

General Programs:

Program	Participants
Baton & Poms	24
A&A Music (piano & guitar)	2
Palatine Choir	5
Shotokan Karate	56
Tae Kwon Do	17
Gymnastics	69

Dance

Winter session started in February. There are 111 dancers enrolled in the winter/spring session within 21 classes. Five adults are enrolled in the Adult Tap class. Private dance classes were offered.

Special Events:

- Virtual Family Bingo was held on February 19. There were 24 families who participated in this free event.
- Donut Day with Stan's Donuts on February 15 was cancelled due to a snow storm, but the event will be rescheduled for March 22.
- Spring special events will be offered which include the second annual Bunny Drive By on April 3, as well as a new Bunny Basket drive by event. Patrons register prior to arriving and will receive a basket full of goodies and activities to take home. The bunny will be there to greet all of the kids, too.



50+ Club

Drop in programs continue to run and we have new programs being continually added.

- We are bringing back Wii Bowling starting in March.

Pub Trivia was cancelled in February due to low enrollment. Our next trivia night is scheduled for March 25.



Early Childhood

There are 24 children enrolled in the full-day ELC.

The part-day preschool program continues to promote mid-year enrollment. Registration for the 21/22 school year opened in early February. For next fall's preschool, there are 88 children enrolled to date.

19-20 TC		20-21 TC		+/-	19-20 WRC		20-21 WRC		+/-
Threeschool	14	Threeschool	0	-14	Threeschool	5	Threeschool	0	-5
2's Playschool	30	2's Playschool	6	-24	2's Playschool	24	2's Playschool	0	-24
3's & 4's	128	3's & 4's	55	-73	3's & 4's	57	3's & 4's	38	-19
Total	172	Total	60	-111	Total	86	Total	38	-48



School Age - STAR and Day Camps

STAR

District 54 continued a hybrid model of in-person schooling, as they had at the end of January, with children either attending Mondays and Thursdays or Tuesdays and Fridays, but added alternate Wednesdays starting February 1. Group A went to school on Monday, Wednesday and Thursday the first week of February and then Group B went to school Tuesday, Wednesday the second week of February. Starting February 17, the district began 100% in-person learning following a day off of school that was scheduled on Monday and then a remote learning day due to a snow storm on February 16. February 1-11, we offered Study Hall for both groups opposite their in-person learning days and STAR before and after school programs at the school sites for the days they were in school. Beginning on the 17th, we ran our STAR sites before and after school as we normally do.

As school began 100% in-person, our STUDY Hall program ended and several parents sent very nice emails thanking us for providing support during this volatile time:

1. As we transition into full time school next week, please pass on a big thanks to your study hall staff for all the help they have provided over the past ~ 6 months. True front lines hero's in this battle with Covid! As an added bonus, Akina truly loved this study hall and is actually sad in some ways she is leaving it for full time school. And to you also, for managing this and finding a way to staff this and keep it going. I don't believe you ever had to cancel a single day - at least not at Triphahn.

Al Baumgartner (and Akina and Kana)

2. I wanted to send you and your team / organization a big thank you for all the support the Star Study Hall program has provided. You and the program provided much needed support at a time of great need. We are so grateful that we could lean on you / your staff and maintain our livelihoods. Plus, your staff did so with a welcoming / loving / constructive spirit all the while.

Although, it's goodbye Star Study Hall for now, we may be back should D54 revert. But, I wanted to send a thank you note meanwhile as we don't know what we would have done without your support / Star Study Hall.

Looking forward to seeing Star and your staff on the more recreational side moving forward.

Thanks again, Christi, Marvin, & Amalea

3. I have really colorful opinions about the school at this point but you guys have really been great! I can't thank you guys more for being able to adapt in such a weird way over the past year. Keep me updated with any new weird schedules that could be coming, as Jack will certainly need to be enrolled :) . Let me know if you need anything from me for the upcoming stars after school program. Otherwise, we'll see you there!

4. Thank you. The service you and your staff provide is a lifeline to us working parents. It is so much appreciated and valued 😊

TC February Study Hall:

- Week of February 1: 16
- Week of February 8: 13

D54 Hybrid STAR (February 1-11):

- Armstrong: 2
- Fairview: 18
- Lakeview: 11
- Lincoln Prairie: 10
- MacArthur: 18
- Muir: 2

D54 STAR (February 15-26):

- Armstrong: 16
- Fairview: 21
- Lakeview: 25
- Lincoln Prairie: 20
- MacArthur: 21
- Muir: 6

WRC STAR for February

- Whiteley PM care: 9
- Whiteley AM care: 2
- TJ PM care: 2
- TJ AM care: 1
- KinderSTAR: 11

Camps:

Staff is planning for summer camps 2021. It is uncertain if we will have access to School District 54 sites for camps this summer, but a request has been submitted.



Youth Athletics

Athletics

Hoffman Basketball Academy

- Camps: Five camps were offered for a total of 64 players.
- Individual and Group Training sessions were throughout the month on Mondays, Wednesdays and Thursdays. 32 individual sessions and 24 group sessions (with 2-4 players per session) enrolled this month.
- Wednesday Feeder Fundamental Drop in Program had a total of 107 players visit this month.
- In-house basketball league (pod system, max 20 per group) started in early February. Games started February 20.
 - ½ coed- 20 players
 - 3/4th boys- 20 players
 - 5/6 boys- 17 players
 - 3/4/5 Girls- 20 players
 - 6/7/8 Girls- 16 players
- Spring Break Camp will be offered in late March.

Baseball

- N60 baseball
 - U9, U12 and U14 teams started practice on Sundays
- In-House baseball
 - Registration has started (ends on March 15th). Enrollment to date is:
 - Shetland- 35
 - Pinto- 33
 - Mustang- 24
 - Bronco- 11

Soccer

- The league is currently running Sundays only and is divided into a 30 minute practice and 30 minute scrimmage. There are 74 players enrolled this season compared to 94 last season, which is great for being a “covid” season.

Adult Softball

- Registration is open and three teams are signed up to-date. The league starts in early May.

Outdoor Recreation

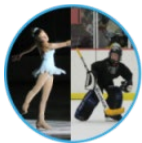
Ice Fishing Classes

- Ice Fishing Clinic
 - Ice fishing clinic ran on January 24 and we offered five 30 minute classes from 8:00 a.m. - 11:30 a.m. All five clinics ran with three of the classes maxing out at 15 participants. A total of 58 participants attended.

- Ice Fishing Drop Ins
 - Drop ins were a huge success with classes reaching the max of 15 participants quickly. We had to purchase five more ice rods and increase the class size to 20. Total participation was 51.
 - Participants were taught ice entry safety, safety equipment needed to ice fish, how to drill ice holes and how ice fishing equipment differs from warm weather fishing.
 - If it weren't for the sub-zero temperatures, participation would have been over 200 for the month.
- Ice Fishing Derby:
 - This was our second year offering the ice fishing derby, and this year, we had safe ice deemed by our Parks team and per PDRMA guidelines.
 - Holes were pre-drilled and 20 rods were available for free rental for participants that were new to ice fishing to ensure we can include as much of the interested community as possible.
 - Out of 86 participants, 20 participants were individuals who had taken an ice fishing class with Kyle and liked the sport so much, they decided to participate in the derby.
 - It was one of the most enjoyable events Kyle has ran since working for the park district! Everyone was so grateful because after 20+ years the park district is opening the lakes back up to ice fishing and skating.

eSports

- Progress continues on the Esports Zone at Vogelei. Tables have been built, computers have been delivered, chairs have been delivered and we have started to sell passes. Director Hugen and his team have done amazing work with the construction and IT staff, Brett and John, have been a huge help on the technology side.



Ice Operations

Hockey:

- With guidelines lifted in January, new hockey clinics were offered. A seven week clinic for each hockey level began the first week of February. A total of 142 players are enrolled.
 - Mites: 26
 - Squirts: 25
 - PeeWees: 30
 - Bantams: 27
 - Midgets: 19
 - Wolverine Girls: 15
- Hockey Development lessons began in February, as well. There are 40 players enrolled in Intro to Hockey (level 1) and 31 players enrolled in Hockey Development (level 2).
- Private lessons continued through February. Private lessons were offered afterschool before clinic practices. 200 private lessons took place in February.

- Hockey spring league will begin the first week of April and run for an eight week season. After meeting with area hockey directors, the league has been divided into two divisions: open division and restricted division. HEParks hockey has joined the restricted division which requires masks on the ice. Registration is currently open for the new spring league. To-date, there are 77 players enrolled.

Figure Skating:

- A total of 304 private lessons were taught in February. Freestyle ice resumed with 105 registrations.
- Figure Skating classes began in February. There are 179 skaters enrolled in the winter session. A new Intro to Speed Skating class is offered this session and taught by a coach from the Glen Ellyn Speed Skaters, who rent our ice on Sunday nights.

Public Skate:

- Public Skate resumed on February 14 with a Sweetheart Skate. Two one hour sessions were offered at 1:15 and 3pm. Pre-registration was required for each session. Participants were required to enroll before the event and could pay for their rental skates online. Both Sweetheart Skates were sold out with 50 skaters. Due to the popularity, public skate has now been added to the schedule for every other Sunday. The second public skate event held on February 28 also sold out with 50 skaters for each hour timeslot.



Communications and Marketing

Design Work:

- eSports branding, facility design
- ELC re-branding: including keyword usage and google search terms

Special Projects:

- Interactive Park amenities website update: created a park matrix and filter system to select different amenities that each park and facility offers. These new pages are ADA, translation and mobile friendly. Staff is working alongside the parks department for pictures of each park.
- Chamber of Commerce Business Guide: Submitted a piece that features a write-up highlighting the amenities and community park projects from last year.
- Willow Rec Center video highlight: Staff worked with the Village of Hoffman Estates and tourism department to create a highlight video for Willow which includes a tour, programming overview and general awareness. This will be shown on the Village's cable channel. In coming months, the Village will highlight Triphahn and The Club.

Promotions:

- Fishing Derby

- Preschool 21/22
- Now Hiring
- Adult Softball
- TC fitness
- Public Skate
- Bridges: Season passes, Fish Fry, Breakfast with Bunny, Rentals & Weddings

Email campaigns: Three e-blasts highlighting: preschool registration, bunny events, fish fry, spring break programs, summer jobs and eSports Zone.

Press Releases and/or Advertising:

- New Commissioner announcement
- Fishing Derby

Social Media:

- 55 posts in February
- Top interactive posts:
 - 1) Preschool Outdoor Play
 - 2) Stan's Donut Day
 - 3) HEParks loves the Chicago Wolves
 - 4) Ice Fishing Derby winners
 - 5) Summer Jobs
- Special social media campaign: Focus on Preschool and whole-child learning
 - Reached 22,906 users with 1,560 clicks to the preschool pages

of Followers:

Follower Count of HEParks Managed Social Media Accounts by Month					
		Monthly Follower Count			
Account	Social Media Platform	February 2021	January 2021	December 2020	November 2020
Bridges of Poplar Creek	Facebook	1046	1046	1034	1029
	Instagram	123	121	122	118
	Twitter	164	164	165	166
The Club	Facebook	1640	1643	1636	1622
	Instagram	320	311	299	289
	Twitter	39	39	37	39

HEParks	Facebook	5115	5062	5034	5013
	Instagram	839	808	776	729
	Twitter	1067	1070	1088	1092
Ice Academy	Facebook	96	92	90	88
Wolf Pack	Facebook	334	329	315	314
	Instagram	329	329	329	309
50+ Club	Facebook	116	116	115	114

Website:

Traffic to HEParks website in February: 23,246 unique page views.

Highest visited pages

- Highest visited pages in February 2021: Home, Program Guide, Bids, Public Skate

MEMORANDUM NO. M21-032

TO: Recreation & Facilities Committee
FROM: Craig Talsma, Executive Director
Brian Bechtold, Director of Golf & Facilities
RE: Golf & Facilities Report
DATE: March 16, 2021
Bridges of Poplar Creek & The Club Board Report

Bridges General Programs

- Preferred Tee Time contracts have been received. Currently, we have 22 contracts received for this season, with two additional verbal commitments, bringing our total to 24 groups in 2021 versus 23 groups in 2020.
- Golf merchandise has started to arrive and staff has been preparing the golf shop for opening day.
- Staff has continued to work with WT Engineering on architectural drawings for the range structure. Bid documents are being finalized and will be released on March 19.
- The March Madness event is being promoted and, currently, we have 25 teams booked. We will look to fill the last seven spots this coming week for the event on March 20.
- Staff is excited to announce that we have been chosen to host one of the IAPD golf outings in 2021. This is a good networking opportunity and helps build our relationship with IAPD and other Districts. It will also allow us to showcase our new Top Tracer Range facility. The outing will most likely be in June or September. It is normally a small modified shotgun where we donate the green fees and they pay for food and beverage.
- Best news so far this year: the snow has melted and the golf course will open on Friday, March 12!

Golf Rounds

MONTHLY ROUND TOTALS					
2017	2018	2019	2020	2021	5 Year Average
880	278	0	0	0	0
YTD ROUND TOTALS					
2017	2018	2019	2020	2021	5 Year Average
880	278	0	0	0	0

Range Information

MONTHLY RANGE BASKET SALES TOTALS					
2017	2018	2019	2020	2021	5 Year Average
564	104	0	0	0	3

YTD RANGE BASKET SALES TOTALS					
2017	2018	2019	2020	2021	5 Year Average
566	104	15	0	0	3

Food & Beverage

- Reservations have been off to a fast start for the Breakfast with the Bunny event on March 27. We will offer three different seating's at 8:30am, 9:30am and 10:30am with up to 50 guests per seating per IDPH guidelines. Currently, we have 90 guests preregistered for this event.
- Fish Fry started on February 26. Staff did a great job switching gears once the changes to the COVID-19 guidelines were released allowing indoor dining. We had 99 covers in week one. Staff created a curbside pick-up option which is becoming more and more popular each week. Staff also put flyers on local townhomes promoting indoor dining along with curbside pick-up.
 - Week 1 (Feb 26th) = 99 Covers
 - Week 2 (March 5th) = 120 Covers

Wedding Count Update:

2022 = 1 reception has booked.

2021 = 14 ceremony and reception, 2 reception. We did have one reception cancel for June as they moved to a facility that was not enforcing any COVID-19 guidelines.

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 February, our high averaged 25° (10° below average) and low averaged 9° (11° below average). We received about .21" of rain (1.79" average) late in the month and about 11.2" of snow (our average is 9.1") for the whole month. This brings our winter total to 33.7" of snow (29.5" average). We were lucky and missed some of the heavier snow falls, at O'Hare they recorded 21.6" in February with a winter total of 47".

What A Three Weeks in Chicago...

Jan 26 - Feb 15, 2021

34.1" of snow
at Chicago O'Hare

- Snowiest 3 weeks since Jan 11-31, 1979 (39.5")
- Normal entire season snowfall is 36.3"
- Snowier than the entirety of 68 winters in Chicago's period of record (half of them)!

3-week totals from elsewhere in Chicago:

- Midway 3SW: 41.3" • Harwood Heights: 31.1"



National Weather Service Chicago
weather.gov/chicago 2/16/2021

During the last week of February, the forecast started to change for the better. We saw no snow in the forecast and a stretch of sunny days with temperatures above freezing. This was our opportunity to address the ice issue on greens. We were quickly approaching 60 days of cover, much past that point and our chances of damage increase greatly. With the use of Parks' new snow machine, we were able to clean the 14-16" of snow off seven greens before conditions got too sloppy for the machine. Without this machine, I don't know how we would have ever been able to accomplish this. Within a few days of clearing, the greens were completely clear. We have continued to monitor the greens that were not cleared; these are melting fairly quickly and are only about a week and a half behind.



(Photos below) Left: #17 one day after clearing snow
Right: #8 two days after removing snow



We worked on a lot of other stuff at the maintenance building this month:

- Attended Zoom Conferences for national Golf Industry Show and local Illinois Turf Foundation along with many local meetings put on by MAGCS.
- Finished preventative maintenance on rotary mowers.
- Almost done with preventative maintenance on maintenance cart fleet.
- Finished preventative maintenance on cultural equipment.
- Started to receive, inventory, and put away the nine pallets worth of chemical/fertilizer from early order program.
- Finished organization of equipment with freshly painted parking lines and labels for every piece of equipment.
- Started planning for staff returning, working on safety training schedules, and filling open season positions.
- Started switching over batteries in the rental fleet.



February 2021

Membership Totals	<u>02/28/2020</u>	<u>01/01/2021</u>	<u>02/28/2021</u>	<u>Var. +/-</u>
Totals	2998	1992	1940	-52

Member Services/Sales

- In regards to new member enrollments, February was a strong month! We enrolled a total of 117 new members, and three members under the United Health Care Renew Active plan. We actually exceeded the February 2020 new enrollment number this year. We are beginning to have people return and express that they feel comfortable now because they have been fully vaccinated. Unfortunately, we are still experiencing members cancelling because of COVID-related concerns.
- The additional allowances from the State Guidelines have increased the facility usage and we have become increasingly busy, especially in the evening hours. We have expanded our operating hours to stay open one hour later each day, which has been requested by several members for a while, and has been well received. The Club daily visit numbers are steadily increasing with an average of 401 visits per weekday in February that puts us at 69% of daily visits compared to visit numbers in February 2020. Saturday/Sunday visits are averaging 296 per day now, about 70% of February 2020 numbers.
- We had 1138 unique visits in February. So, 58% of our active members used the facility in February at least one time.
- The General Manager, Director, and Superintendent of C&M met at the end of the month to coordinate a strategy for the marketing of the facility. We are exploring the vendor options for a Google 360 tour, as well as strategic social media posting to engage our target demographics. We will be making subtle changes to our internal and external marketing pieces to create a more uniform branding look.
- We began our quarterly “Member Spotlight” series in February, and featured two amazing members, Ray and Cindy, each who have had some pretty amazing journeys to improve their health. Please click on the following links to read about their journeys:
 - [Ray’s Member Spotlight](#)
 - [Cindy’s Member Spotlight](#)

Operations and Fitness Departments:

- February was the final month of our regular Virtual Workout Series postings. In February, we focused on shorter workout options to encourage people to start small, with short workouts, and get back into a regular exercise routine “Fall in Love With YOU Again” and of course invite them back in to the facility. We are very proud of and grateful to our very dedicated Group Fitness team who put a lot of hard work and overcame their hesitations about being “on-camera” to create this amazing library of workouts. Our members are so grateful they had this as an option when they could not be in the facility.
- We were able to return to in-person group fitness classes in the month of February which our members were very happy about. We started out with a slimmed down schedule as

we brought the classes and instructors back. We listened to a lot of feedback from members and have adjusted the group fitness schedule accordingly by adding some popular classes and formats back to the schedule.

- We have hired a couple of new group fitness instructors who are able to teach a variety of formats as well as brought onboard a Registered Dietician, Shannon Stevens. Shannon will be working with us to post nutrition-focused videos on our social media, give talks about a variety of topics, and set-up a “Ask Shannon” table on some weekends to introduce herself and promote her services and events.
- Looking ahead, we will explore options to get out into the community to offer community events, while adhering to COVID-19 guidelines, and promoting The Club and services.