



MEETING AGENDA

**MEETING OF THE
PARKS AND RECREATION COMMISSION
Tuesday, February 8, 2022
6:00 p.m.
MEMORIAL HALL – MEMORIAL BUILDING
19 E. CHICAGO AVENUE
(Tentative and Subject to Change)**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
- 4. APPROVAL OF MINUTES**
 - a) Approval of minutes- November 9, 2021
- 5. LIAISON REPORTS**
 - a) Gateway Special Recreation Association Report
- 6. MONTHLY REPORTS**
 - a) Recreation Staff Report – December 2021
 - b) Draft End of Year Financial Report-2021
- 7. OLD BUSINESS**
 - a) Hinsdale Swim Club License Renewal- Consideration and approval of 3 Year Renewal Agreement
 - b) Hinsdale Community Pool Concessions Contract Renewal- Approval of 3 Year agreement with Baldinelli Pizza/Get Sauced Pizzeria
- 8. NEW BUSINESS**
 - a) Bench Donation- Approve New KLM Park bench donation and plaque verbiage
- 9. CORRESPONDENCE**
- 10. OTHER BUSINESS/DISCUSSION ITEMS**
 - a) KLM Off-Leash Dog Area-Discussion of possible ordinance updates, including hours, permitting, signage etc.
 - b) Next Meeting Date- March 8, 2022, 6pm
- 11. ADJOURNMENT**

Items listed on the agenda will be discussed and considered by the Commission. The Commission welcomes public comment on the agenda items during discussion. Items recommended for Board of Trustee approval at this meeting may be referred to the Board for further consideration at their next meeting. The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Brad Bloom, ADA Coordinator, at 630-789-7007 or by TDD at 630-789-7022 promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

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**VILLAGE OF HINSDALE
PARKS AND RECREATION COMMISSION
MINUTES OF THE SPECIAL MEETING
Tuesday, November 9, 2021**

DRAFT

CALL TO ORDER

The specially scheduled meeting of the Parks & Recreation Commission was called to order by Chairman Alice Waverley in Memorial Hall of the Memorial Building on Tuesday, November 9, 2021 at 6:00 p.m. Roll call was taken.

ROLL CALL

Present: Chairman Alice Waverley, Commissioners Darren Baker, Chris Boruff, Heather Hester, Steve Keane, and Greg Moore

Absent: Commissioner John George

Others Present: Members of the public

Staff Present: Brad Bloom, Assistant Village Manager/Director of Public Safety
Heather Bereckis, Superintendent of Parks and Recreation
Sammy Hanzel, Recreation and Marketing Communications Manager
Brian Powell, Aquatics Coordinator
Maggie South, Administrative Assistant

PUBLIC COMMENT

No one was present for public comment regarding items not posted on the agenda.

APPROVAL OF MINUTES

A. Approval of minutes- October 12, 2021

Commissioner Baker motioned to approve the minutes with recommended changes. Commissioner Keane seconded the motion. Upon the call of the roll the vote was:
Ayes: Commissioners Baker, Boruff, Hester, Keane, and Moore
Nays: None
Absent: Commissioner George
The motion carried.

LIAISON REPORTS

A. Gateway Special Recreation Association Report

Ms. Bereckis presented the report. Gateway is still trying to purchase a new vehicle. Registrations are exceeding pre-COVID numbers. The organization is still looking for staff but things are slowing down.

MONTHLY REPORTS

A. Recreation Staff Report – October 2021

Ms. Bereckis presented the report. The Lodge is doing well. The mask mandate has not affected reservations.
A postcard advertising the Winter/Spring brochure is in progress. The brochure designer has created a worksheet to list programs of interest for participants.
Pizza with Santa, Breakfast with Santa, and Winter Wonderland are all sold out with waitlists. Fall Park Clean-Up was postponed, so groups came out on their own time to volunteer. Fall Fest set an attendance record this year. People are coming back to programs and events in droves.
Upcoming events include the Turkey Trail, decorating the holiday trees in Burlington

Park, Santa's Mailbox and the previously mentioned winter events. Fall field rentals have mostly wrapped up. Space allocation for January will begin soon. Staff solicited proposals for a recreational lacrosse program and will be making a decision in the coming days. The new ice rink liner has been ordered. Ms. Bereckis received additional information regarding the rinks at Clarendon Hills on their courts and they have a comparable season. The warming house will be open. Park bathrooms will be winterized and the portables in parks will be removed in the coming weeks. Mr. Finnell's forestry report was discussed.

OLD BUSINESS

A. **KLM Dog Park-Consideration of Fenced Dog Park at KLM Park**

Chairman Waverley opened the item for discussion and expressed her appreciation for the feedback and concern of the Village's residents for their input and written comment. **Matthew Halpin** of Hinsdale called the Commissioner's attention to the website saveourdogpark.com and its petition opposing the proposal.

Tim Kosas of Indian Head Park spoke to the Commission and expressed his opinion on the issue (neither for or against).

Alita Beltate of Burr Ridge expressed her opposition to the proposed plan.

Darlene Bingham of Hinsdale expressed her opposition to the proposal.

Blair Jackson of Hinsdale expressed his opposition to the proposal.

Gail Tischke of Hinsdale provided her public comment and offered suggestions.

Barbara Reiger posed questions to the Commission and Mr. Bloom.

Andy Laker of Willow Springs expressed his opposition to the proposal.

Robert Silver of Hinsdale expressed his opposition to the proposal.

Linda Corgis expressed her opposition to the proposal.

Steve Davis of Willowbrook expressed her opposition to the proposal.

Susan Malone of Willowbrook expressed her opposition to the proposal.

The Commission discussed the proposal and the public comment. Their feeling was that there are larger issues to address with the off-leash area at KLM Park, but that they were not in favor of moving forward with the proposal as presented. They suggested better signage and revisiting the current ordinance, as well as ways to improve enforcement and compliance.

Commissioner Baker motioned to move forward with the fenced in dog park as proposed. Commissioner Boruff seconded the motion. Upon the call of the roll the vote was:

Ayes: None

Nays: Commissioners Baker, Boruff, Hester, Keane, and Moore

Absent: Commissioner George

The motion failed.

NEW BUSINESS

A. **Hinsdale Swim Club License Renewal- Consideration of 3 Year Renewal Agreement**

Ms. Bereckis presented the license renewal to the Commission. HSC is requesting the same number of hours, minus the very early morning hours used by the master swimmers. The organization will still be responsible for true costs of using the pool. The updated license agreement will be brought back in January with corrected numbers.

B. Annual Pool Report- 2021 Season Review

Ms. Hanzel and Mr. Powell presented the report. 2021 was a very successful season and was almost back to normal. Concessions returned, the full facility was open, and memberships were sold. Many swim clubs returned for the 2021 season to rent space. Pool attendance was the highest it's been in the past four years. Group swim lessons were not offered this summer but will return for 2022, but many other programs were offered, including private swim lessons. Town Team did not hold a normal season this summer, but a Stingray Camp and Stingray private swim lessons were offered. Pool special events were cancelled, but many will be returning for 2022. The personnel budget was exceeded due to minimum wage changes and the lack of pool closures. The budget for 2022 has been updated to reflect changing personnel costs. The pool survey results were overwhelmingly positive. The only reoccurring feedback was regarding the concession stand, lap lane availability, a slow check in process, and less deck chairs. The computers in the office will be replaced for next season. The changes to the deck should help with crowded deck chair conditions. Baldinelli Pizza ran concessions through mid-July, when they were bought by Get Sauced Pizza.

The Commission discussed the report.

Kurt Lundgren clarified the Five Seasons "dome" over their pool.

CORRESPONDENCE

None.

OTHER BUSINESS/DISCUSSION ITEMS

A. HPTA-Hut Update

Ms. Bereckis provided an update on the status of the HPTA hut. HPTA is undergoing their final inspections currently.

B. P&R Newsletter-Commission Highlights

Staff would like to feature the Commission in the monthly newsletter going forward.

C. Next Meeting Date- January 11, 2022, 6pm

The next meeting will be held on January 11, 2022 at 6pm.

ADJOURNMENT

There being no further business before the Commission, Commissioner Moore motioned to adjourn the meeting. Commissioner Boruff seconded the motion. Upon the call of the roll, the vote was:

Ayes: Commissioners Baker, Boruff, Hester, Keane, and Moore

Nays: None

Absent: Commissioner George

The meeting was adjourned at 8:09pm.

ATTEST:

Maggie South, CPRP, Administrative Assistant

Gateway Special Recreation Association

NOTICE IS HERBY GIVEN that the meeting of the Gateway Special Recreation Association Board of Directors will be held on Thursday, January 13 at 3:00PM at the
Oakbrook Family Recreation Center
1450 Forest Gate Rd. Oak Brook IL., 60523

I. CALL TO ORDER

II. OPEN FORUM

III. BOARD MEMBER COMMENTS

IV. COMMUNICATIONS

V. OMNIBUS AGENDA

All items on the Omnibus Agenda are considered to be routine in nature by the Gateway Board and will be enacted in one motion. There will not be separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Omnibus Agenda and considered separately.

A. Approval of the December 2021 Regular Meeting Minutes

B. Approval of the January 2022 Treasurer's Report

VI. REPORTS

A. RGA Monthly Report

VII. OLD BUSINESS

A. Vehicle purchase/lease discussion

VIII. NEW BUSINESS

IX. OPEN FORUM

X. ADJOURNMENT

Items listed on the agenda will be discussed and considered by the Board. The Board welcomes public comment on the agenda items during discussion. Gateway Special Recreation is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact John Fenske, at 630-323-8215 or at jfenske@willowbrook.il.us promptly to allow the Board to make reasonable accommodations for those persons.

GATEWAY SPECIAL RECREATION ASSOCIATION

BOARD OF DIRECTOR'S MEETING

December 9, 2021

- I. **Call to Order:** Chairman Fenske called the Gateway Special Recreation Association Board of Director's Meeting to order at 3:01 pm on December 9, 2021 at the Oak Brook Park District Family Recreation Center, 1450 Forest Gate Road in Oak Brook, Illinois. A Quorum was present.

Roll Call: Board Members present: Jim Pacanowski, Burr Ridge; Michele Sullivan, Countryside; Cindy Szkolka, Elmhurst; Mike Contreras, Oak Brook; Matt Russian, Pleasant Dale; Dean Hoskin, Westchester; John Fenske, Willowbrook.

Scott Nadeau, York Center arrived after roll call was taken.

Absent: Heather Bereckis, Hinsdale

Ray Graham Staff: Ryan Massengill

- II. **Open Forum:** None

- III. **Board Member Comments:** Secretary Russian reminded members to provide their updated Certificates of Insurance as many expire at the end of the year.

- IV. **Communications:** None

- V. **Omnibus Agenda:**

- A. Approval of November, 2021 Regular Meeting Minutes

A motion was made by Cindy Szkolka, Elmhurst; to approve the November 2021 regular meeting minutes and seconded by Mike Contreras, Oak Brook.

On a voice vote, the motion passed unanimously.

As Treasurer Nadeau was not yet in attendance, the next order of business went to Item VI.

- VI. **Reports:**

RGA Monthly Report- Superintendent Massengill reviewed her report and mentioned that 84 participants registered for fall programs. Camp Snowflake will need another few registrations for that program to run and will be held at Oak Brook. Some minor work on vehicle 298 was performed. Regarding the purchase/lease vehicle discussion, RGA has connected with Midwest Transit and it should not be a problem to extend the current lease. Exact lease numbers should be forthcoming. However, the supply chain issues are making it very hard to determine if/when new vehicles would be available for purchase. Gateway staff are making it through using the 2

vehicles and borrowing RGA vehicles as needed. The concern will be during summer camp , and specifically, if door to door transportation is needed and going to be offered. It was not offered in 2021 and there didn't seem to be any issues. Registration starts on Monday for Winter/Spring programs. Midwest Transit did offer to start the paperwork on a new lease. We don't know when that exact time will come but this could "save our spot in line". Basketball has started and volunteers are still needed for games on Tuesday evenings. Friendsgiving was held and an ugly sweater party will be held later this month.

The next order of business returned to Item V.B.

B. Approval of December 2021 Treasurer's Report

Treasurer Nadeau had one check needing signatures.

A motion was made by Dean Hoskin, Westchester; to approve the December Treasurer's Report and seconded by Cindy Szkolka, Elmhurst.

On a voice vote, the motion passed unanimously.

Treasurer Nadeau also reminded the Board that 2nd invoices had been emailed to all districts.

VII. Old Business: Vehicle purchase/lease discussion- Discussion continued on starting the paperwork for a new leased vehicle and the possibility of extending the lease 2 years if supply chain issues are still causing disruptions. Summer camp transportation was also discussed and if the demand for it will return. The Board was in favor of getting the paperwork process started to do whatever can be done to ensure another vehicle can be secured as soon as possible. Treasurer Nadeau reminded the group that we budgeted funds for an additional lease and to purchase a new van and those funds have not been spent due to pandemic related issues and vehicle availability.

VIII. New Business: None

IX. Open Forum: Michele Sullivan inquired about advertising Gateway programs to the Countryside area. Superintendent Massengill stated that it's been done and noted that Helping Hands, which is in Countryside and also provides services to individuals with disabilities, offers day services and added that a lot of Gateway participants utilize Helping Hands as well.

X. Adjournment: Dean Hoskin, Westchester; made a motion to adjourn the meeting, seconded by Jim Pacanowski, Burr Ridge. Motion passed on a voice vote. Meeting adjourned at 3:23 pm.

**GATEWAY SRA
CHECK REGISTRY
Date: Januray 2022**

Check #	Issued to	Description	Amount	Total
2057	Ray Graham Association	Fuel Use 276227	\$ 366.67	\$ 366.67
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
Totals				\$ 366.67

Note: Deposits marked in this month's ledger were made the same day as this registry. The bank balance will reflect the new deposits next month.

Bank Accounts Reconciled as of January 12, 2022	
General Checking Account	\$ 1,031.76
Money Market Account	\$ 348,610.51
Totals	\$ 349,642.27
Check Registry	\$ 366.67
Outstanding check Total	\$ -
Balance after Check Registry	\$ 349,275.60

GATEWAY SRA 2021-2022
MONTHLY TREASURER'S STATEMENT

		January							
DATE		CURRENT	YEAR TO			VARIANCE	% OF		
REVENUES		MONTH	DATE			TO BUDGET	BUDGET		
ACCT. #	DESCRIPTION								
110	Interest	\$ 29.61	\$ 218.26	\$ 600.00	\$ 381.74	36%			
120	Member Contributions	\$ 238,933.10	\$ 513,041.14	\$ 548,216.13	\$ 35,174.99	94%			
130	Misc. Revenues	\$ -	\$ 139.10	\$ -	\$ (139.10)	0%			
Total Revenues		\$ -	\$ 513,398.50	\$ 548,816.13	\$ 35,417.63	94%			
EXPENSES		CURRENT	YEAR TO			VARIANCE	% OF		
ACCT. #	DESCRIPTION	MONTH	DATE			TO BUDGET	BUDGET		
500	Audit Services	\$ -	\$ -	\$ 3,300.00	\$ 3,300.00	0%			
510	Day Camp Transportation	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00	0%			
520	Financial Assistance	\$ -	\$ -	\$ 4,000.00	\$ 4,000.00	0%			
530	Legal Fees	\$ -	\$ 222.00	\$ 1,500.00	\$ 1,278.00	15%			
540	Insurance	\$ -	\$ 1,641.00	\$ 2,500.00	\$ 859.00	66%			
550	Misc. Expenses	\$ -	\$ -	\$ 250.00	\$ 250.00	0%			
560	One on One Aids	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	0%			
570	Program Supplies	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00	0%			
580	Marketing / Web-IT	\$ -	\$ 452.85	\$ 1,200.00	\$ 747.15	38%			
590	Service Contract	\$ -	\$ 236,460.00	\$ 472,920.00	\$ 236,460.00	50%			
600	Vehicle Fuel	\$ 366.67	\$ 1,689.62	\$ 8,750.00	\$ 7,060.38	19%			
610	Vehicle Repairs	\$ -	\$ 282.24	\$ 10,000.00	\$ 9,717.76	3%			
620	Transportation Fund	\$ -	\$ -	\$ 52,000.00	\$ 52,000.00	0%			
Total Expense		\$ 366.67	\$ 240,747.71	\$ 570,920.00	\$ 330,172.29	42%			



Gateway SRA Board Meeting
January 13, 2022
RGA Report



December 2021

Fall 2021

District	Registered Participants
Burr Ridge	5
Elmhurst	38
Hinsdale	15
Oak Brook	6
Pleasant Dale	4
Willowbrook	5
Westchester	3
York	0
Countryside	0
Non-resident	8
Total	84

Fall Season Lineup

Dates: September 13 – December 11

Programs: 23 Weekly Programs Offered, 6 Special Events, Winter Break Camp Snowflake & 3 Weekly Virtual Programs – Of the 23 programs only 2 cancelled

Winter 2022

District	Registered Participants
Burr Ridge	2
Elmhurst	47
Hinsdale	14
Oak Brook	5
Pleasant Dale	1
Willowbrook	2
Westchester	2
York	0
Countryside	0
Non-resident	4
Total	77

Winter/Spring Season Lineup

Dates: Winter - January 15 – March 18 & Spring – March 28 – May 21

Programs: 23 Weekly Programs Offered, 11 Special Events, Spring Break Camp & 3 Weekly Virtual Programs – As of 1.12.22 only 1 cancelled program due to low enrollment.

Gateway Vehicles Update as of 1/12/2022

Vehicle #	Type	Year	Mileage	Maintenance	Plans
283	Paratransit Bus Ford E450 15p + WC	2016	43,101	None	Lease Ends June 2022
298	15p Ford Transit	2019	4,192	None	None

Vehicle Updates

Nothing new to report at this time. Still waiting on new lease figures from Midwest for 283.

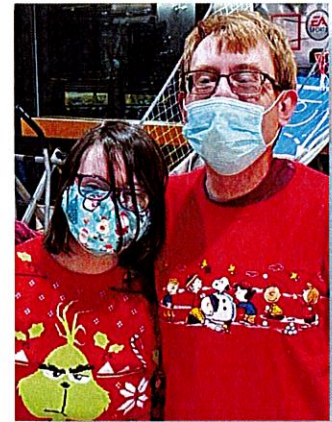
Attached Job Post

I have attached our job posting if your community would kindly advertise on behalf of RGA. Here is the link to RGA site for employment <https://www.raygraham.org/apply/>

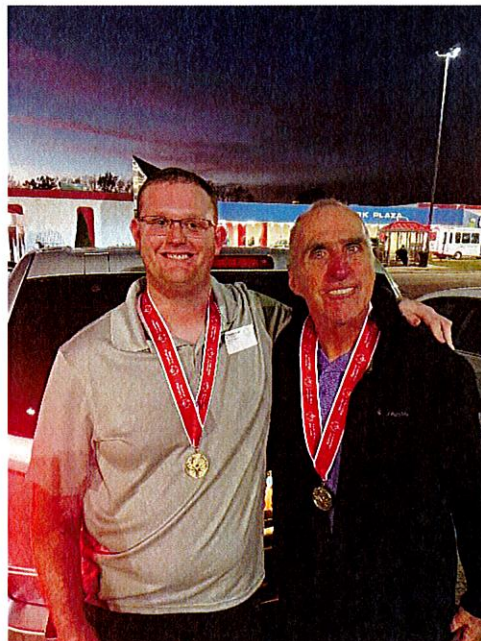
Program Summary

We ended our fall season with our festive Ugly Sweater Party in December. So many creative ideas, smiling faces, dancing and fun!

Congratulations to our Gators Bowlers – Mike M and Ryan M – who competed at the Special Olympic Illinois State Bowling tournament in early December. Both Mike and Ryan brought home GOLD medals!



Ryan M
(Elmhurst)



Mike M
(Elmhurst)



**WE'RE HIRING
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TEAM TODAY!**

**Gateway
SRA**

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Leadership

Commitment

FUN!

Recreation Leaders
Recreation Aides
Special Olympic Illinois Coaches
Special Olympic Illinois Referees
Sports Scorekeepers

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Inclusion Aide
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Summer Camp Activities Coordinator
Summer Camp Counselors

Discover the value of providing children and adults with disabilities an unforgettable recreation experience! This is your chance to make a REAL difference in someone else's life!

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email ryanm@raygraham.org - Call 630.325.3857 ex.109



6a.

MEMORANDUM

DATE: February 8, 2022

TO: Chairman Waverley and Members of the Parks & Recreation Commission

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: January Staff Report

The following is a summary of activities completed by the Parks & Recreation Department during the month of January.

The Lodge at KLM Park

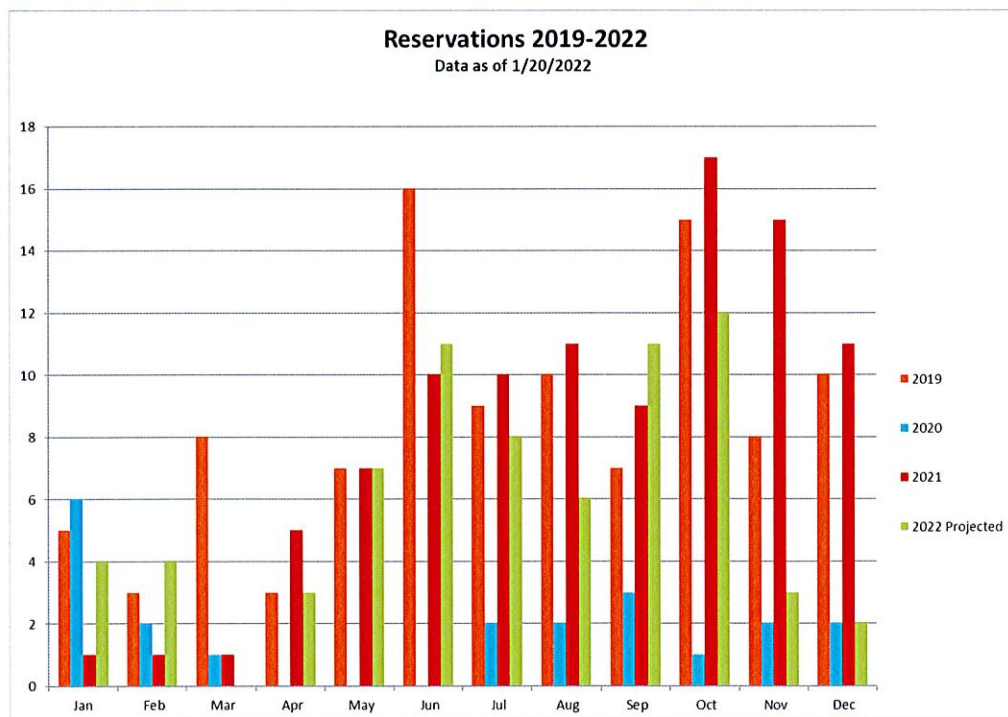
Preliminary gross rental and catering revenue for the calendar year-to-date is \$173,400. Rental revenue for the twelfth month of the 2021 calendar year was approximately \$11,895. Staff is working to secure weekday rentals, and 2022 bookings. Staff recently rented the kitchen to a caterer that lost their kitchen space during the pandemic. The caterer will be using the kitchen space during the week while staff is onsite through early 2022.

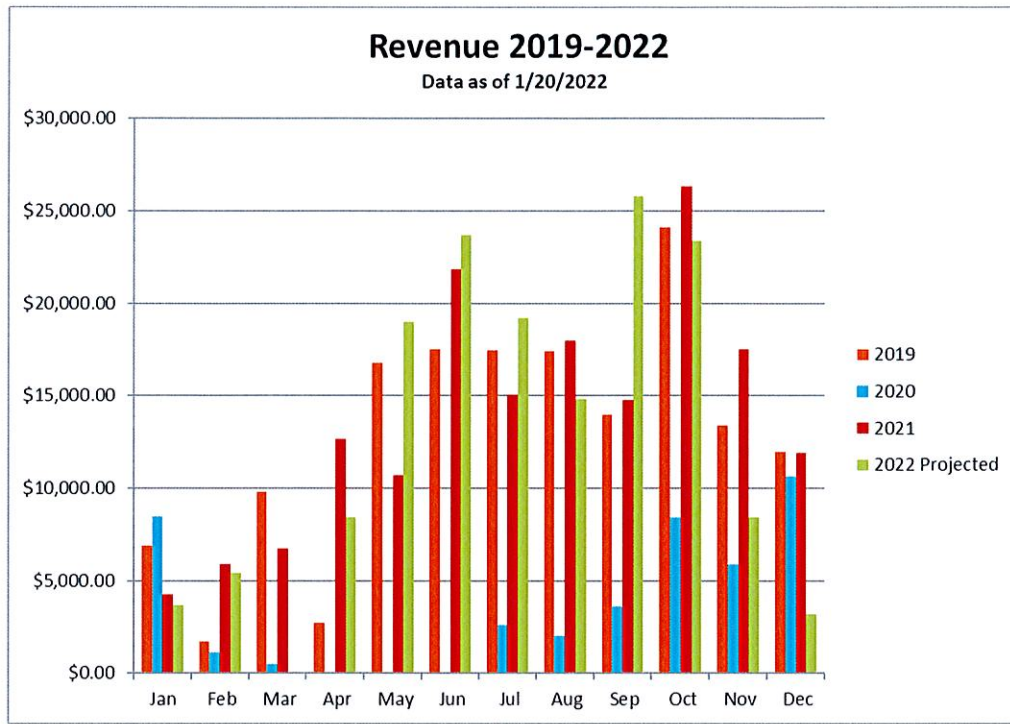
REVENUES	December		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
The Lodge Rentals	\$10,615	\$11,895	\$43,195	\$165,400	\$122,205	\$145,000	114%	\$150,000	29%
Caterer's Licenses	\$0	\$125	\$2,839	\$8,000	\$5,161	\$15,000	53%	\$15,000	19%
Total Revenues	\$10,615	\$12,020	\$46,034	\$173,400	\$127,366	\$160,000	108%	\$165,000	28%
EXPENSES	December		YTD		Change Over the Prior year	2021 Annual Budget	CY 21 % of budget	CY 2020 Annual Budget	CY 20 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$10,912	\$10,149	\$111,654	\$153,465	\$41,810	\$151,000	102%	\$236,243	47%
Net	(\$297)	\$1,871	(\$65,620)	\$19,935	\$85,556				

MEMORANDUM

The Lodge Gross Monthly Revenues					
Month	2017 CY	2018 CY	2019 CY	2020 CY	2021 CY
January	\$ 4,624	\$ 18,089	\$ 6,855	\$ 8,475	\$ 4,250
February	\$ 4,550	\$ 2,495	\$ 1,725	\$ 1,100	\$ 5,880
March	\$ 5,944	\$ 8,045	\$ 9,804	\$ 500	\$ 6,720
April	\$ 4,300	\$ 7,482	\$ 2,700	\$ -	\$ 12,655
May	\$ 9,725	\$ 13,675	\$ 16,744	\$ -	\$ 10,675
June	\$ 12,495	\$ 23,045	\$ 17,494	\$ -	\$ 21,825
July	\$ 15,000	\$ 16,874	\$ 17,466	\$ 2,625	\$ 15,000
August	\$ 18,555	\$ 15,205	\$ 17,395	\$ 2,000	\$ 17,983
September	\$ 15,410	\$ 27,860	\$ 13,980	\$ 3,600	\$ 14,742
October	\$ 15,180	\$ 12,770	\$ 24,085	\$ 8,400	\$ 26,291
November	\$ 12,500	\$ 13,450	\$ 13,365	\$ 5,880	\$ 17,484
December	\$ 8,125	\$ 9,125	\$ 11,975	\$ 10,615	\$ 11,895
total	\$ 126,408	\$ 168,115	\$ 153,588	\$ 43,195	\$ 165,400

The graph below shows the past three years of Lodge revenue and the upcoming year's projections. Future projections are based on what is currently booked. Also included is a graph indicating the number of monthly reservations. Typically, events are booked 6-18 months in advance of the rentals; however, if there are vacancies, staff will accept reservations within 5 days of an event. These tracking devices are update monthly.





Upcoming Brochure & Events

The winter/spring brochure is live online as of November 29. Registration opened on December 6. Oversized postcards announcing the new brochure and highlighting important dates/information were delivered to homes on November 29. Registration is at a record high for winter/spring programming, with over \$19,000 in sales in the first day of registration.

Staff continues to see an increase in event registrations over previous years. Corks & Forks: and a little education, opened for registration on December 6 as well, and sold 62 of the 80 spots that day. The event is now sold out with a waitlist. The event is being held in collaboration with the Hinsdale Wine Academy, led by experienced Sommelier Lorenzo Munoz. Food is being provided by Vistro Prime.

Special Events

Upcoming events include:

- Corks & Forks: and a little education.....March 4, 2022 @ The Lodge at KLM Park
- Egg Hunt.....April 16, 2022 @ Robbins Park
- Eggs-ploration.....April 2022 throughout town
- Park Clean-Up Day..... April 21, 2022 @ local parks



MEMORANDUM

Field & Park Updates

Fields

Spring Field rentals are being allocated for spring 2022. Dominant users continue to be the Hinsdale Little League and AYSO, in addition to travel soccer and baseball groups, rugby, and lacrosse renters. The Village will be starting a new recreational lacrosse program in collaboration with The Community House and East Ave Lacrosse under the moniker of Hinsdale Herd. The Herd will practice and hold games at Veeck Park, Burns Field, and KLM throughout the year. They are offering both a boys and girls program, for ages Pre-K – 8th grade.

Ice Rink

The ice rink at Burns Field opened for the season on January 7, 2022. The warming hut opened the weekend of January 15 and is staffed from 10am-6pm on weekends with hot chocolate available to skaters. Staff anticipates being able to provide the ice rink through the month of February, weather permitting.

Parks

Staff is currently working with two Eagle Scout candidates to improve park spaces. One candidate will be updating the flowerbeds at Eleanors Park and the other will be updating the gazebo and flowerbed at Ehret Park. Staff has other available projects for Eagle Scout candidates if needed.

The Village is also currently accepting applications for seasonal Public Service/Parks employees. Applications can be found at www.villageofhinsdale.org/employment.

Pool

Pool passes will go on sale to the public beginning April 1, 2022. Early bird pricing will be available through April 30. Regular season pricing will begin on May 1. Staff is awaiting confirmation of super pass availability from Clarendon Hills Park District at this time.

Employment Opportunities

The Village is also currently accepting applications for summer seasonal staff in the following departments/positions:

Pool staff (lifeguards and cashiers), Public Services/Parks, Recreation Intern, and Event Management Intern at The Lodge at KLM Park. Applications can be found at www.villageofhinsdale.org/employment.



60b.

MEMORANDUM

DATE: February 8, 2022

TO: Chairman Waverley and Members of the Parks & Recreation Commission

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Preliminary End of Year Parks & Recreation Financial Report

Attached are the preliminary Parks & Recreation Department financial results for the full 2021 calendar year (CY). An official end of year report for the CY will be reviewed in May 2022, in addition to the first three months of CY 2022.

Org #	Account Description	CY 21 Actuals		CY 20 Actuals		CY21 F/(U) vs CY20		CY 21 Plan		CY21 F/(U) vs Plan	
		\$	%	\$	%	\$	%	\$	%	\$	%
Parks & Recreation Revenues											
1011	CATERERS LICENSES	(\$8,000)		(\$2,839)	182%	(\$5,161)	182%	(\$8,000)	(\$15,000)	\$7,000	-47%
1011	GENERAL INTEREST	(\$24,045)		(\$6,045)	298%	(\$17,999)	298%	(\$24,045)	(\$17,000)	(\$7,045)	41%
1011	ATHLETICS	(\$139,239)		(\$67,583)	106%	(\$71,655)	106%	(\$139,239)	(\$85,000)	(\$54,239)	64%
1011	CULTURAL ARTS	(\$10,551)		(\$5,646)	87%	(\$4,905)	87%	(\$10,551)	(\$12,000)	\$1,450	-12%
1011	EARLY CHILDHOOD	(\$5,280)		(\$4,050)	30%	(\$1,230)	30%	(\$5,280)	(\$4,000)	(\$1,280)	32%
1011	FITNESS	(\$7,610)		(\$9,336)	-18%	\$1,726	-18%	(\$7,610)	(\$15,000)	\$7,390	-49%
1011	PADDLE TENNIS	\$0		\$0	0%	\$0	0%	\$0	\$0	\$0	0%
1011	SPECIAL EVENTS	(\$20,934)		(\$12,318)	70%	(\$8,615)	70%	(\$20,934)	(\$20,000)	(\$934)	5%
1011	PICNIC	(\$8,330)		(\$3,620)	130%	(\$4,710)	130%	(\$8,330)	(\$11,000)	\$2,670	-24%
1011	POOL RESIDENT FEES	(\$85,100)		(\$22,059)	286%	(\$63,040)	286%	(\$85,100)	(\$95,000)	\$9,900	-10%
1011	POOL NON-RESIDENT FEES	(\$73,568)		(\$6,432)	1044%	(\$67,136)	1044%	(\$73,568)	(\$50,000)	(\$23,568)	47%
1011	POOL DAILY FEES	(\$87,081)		(\$78,450)	11%	(\$8,631)	11%	(\$87,081)	(\$60,000)	(\$27,081)	45%
1011	POOL TEN-VISIT PASSES	(\$23,541)		(\$140)	16715%	(\$23,401)	16715%	(\$23,541)	(\$20,000)	(\$3,541)	18%
1011	POOL CONCESSION	(\$3,683)		\$0	0%	(\$3,683)	0%	(\$3,683)	(\$5,000)	\$1,317	-26%
1011	POOL CLASS REG-RESIDENT	(\$10,881)		(\$5,846)	86%	(\$5,035)	86%	(\$10,881)	(\$20,000)	\$9,119	-46%
1011	POOL CLASS REG-NON RES	(\$6,643)		(\$2,485)	167%	(\$4,158)	167%	(\$6,643)	(\$6,500)	(\$143)	2%
1011	POOL CLASS PRIVATE LESSONS	(\$41,749)		(\$34,443)	21%	(\$7,305)	21%	(\$41,749)	(\$12,000)	(\$29,749)	248%
1011	MISC POOL REVENUE	(\$72,570)		(\$122,116)	-41%	\$49,546	-41%	(\$72,570)	(\$35,000)	(\$37,570)	107%
1011	TOWN TEAM	(\$8,095)		(\$1,053)	669%	(\$7,042)	669%	(\$8,095)	(\$20,000)	\$11,905	-60%
1011	KLM LODGE RENTALS	(\$165,400)		(\$43,195)	283%	(\$122,205)	283%	(\$165,400)	(\$145,000)	(\$20,400)	14%
1011	FIELD USE FEES	(\$31,248)		(\$40,602)	-23%	\$9,355	-23%	(\$31,248)	(\$55,000)	\$23,752	-43%
1011	RENTAL INCOME	\$0		\$0	0%	\$0	0%	\$0	\$0	\$0	0%
1011	REIMBURSED ACTIVITY	\$0		(\$2,821)	-100%	\$2,821	-100%	\$0	(\$3,000)	\$3,000	-100%
1011	DONATIONS	(\$17,899)		(\$6,768)	164%	(\$11,131)	164%	(\$17,899)	(\$15,000)	(\$2,899)	19%
1011	IPBC SURPLUS	\$0		\$0	0%	\$0	0%	\$0	\$0	\$0	0%
1011	MISCELLANEOUS INCOME	(\$275)		(\$3,081)	-91%	\$2,806	-91%	(\$275)	(\$2,000)	\$1,725	-86%
Total Parks & Recreation Revenue		(\$851,720)		(\$480,930)	77%	(\$370,791)	77%	(\$851,720)	(\$722,500)	(\$129,220)	18%

Parks & Recreation Expenses							
Org #	Account Description	CY 21 Actuals	CY 20 Actuals	CY21 F/(U) vs CY20		CY 21 Plan	CY21 F/(U) vs Plan
		\$	\$	\$	%	\$	%
Parks & Rec Administration							
6100	PERSONNEL EXPENSES	\$191,476	\$180,349	\$0	0%	\$0	0%
6100	TELECOMMUNICATIONS	\$2,251	\$2,598	(\$11,126)	-6%	\$198,282	\$6,806
6100	OTHER SERVICES	\$0	\$0	\$348	13%	\$2,700	\$449
6100	POSTAGE	\$1,566	\$2,728	\$0	0%	\$0	\$0
6100	OFFICE SUPPLIES	\$616	\$592	\$1,162	43%	\$3,200	\$1,634
6100	BREAKROOM SUPPLIES & COFFEE	\$0	\$0	(\$25)	-4%	\$1,000	\$384
6100	TOOLS & HARDWARE	\$0	\$0	\$0	0%	\$0	\$0
6100	COMP HARDWARE,SOFTWARE,&SUPPL	\$0	\$0	\$0	0%	\$0	\$0
6100	GENERAL EQUIPMENT MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0
6100	COMP&OFF EQUIP MAINTENANCE	\$679	\$717	\$38	5%	\$800	\$121
6100	IRMA PREMIUMS	\$957	\$13,110	\$12,153	93%	\$17,521	\$16,564
6100	SELF-INSURED DEDUCTIBLE	\$7,671	\$8,683	\$1,012	12%	\$5,000	(\$2,671)
Total Parks & Rec Administration		\$205,215	\$208,777	\$3,562	2%	\$228,503	\$23,288

Org #	Account Description	CY 21 Actuals		CY 20 Actuals		CY21 F/(U) vs CY20		CY 21 Plan		CY21 F/(U) vs Plan	
		\$		\$		\$ %		\$		\$ %	
Recreation Services Administration											
6210	PERSONNEL EXPENSES	\$82,241	\$77,347	(\$4,893)	-6%	\$82,241	\$97,574	\$15,333	16%		
6210	DATA PROCESSING SERVICES	\$14,994	\$14,912	(\$82)	-1%	\$14,994	\$15,250	\$256	2%		
6210	CABLE/INTERNET	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	ELECTRIC	\$31,012	\$28,320	(\$2,692)	-10%	\$31,012	\$28,000	(\$3,012)	-11%		
6210	NATURAL GAS	\$8,345	\$5,384	(\$2,960)	-55%	\$8,345	\$6,000	(\$2,345)	-39%		
6210	FLAGG CREEK SEWER CHARGE	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	CUSTODIAL SERVICES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	EQUIPMENT RENTAL	\$4,586	\$2,870	(\$1,716)	-60%	\$4,586	\$6,000	\$1,414	24%		
6210	RECREATION PROGRAMMING	\$262,889	\$155,424	(\$107,465)	-69%	\$262,889	\$243,050	(\$19,839)	-8%		
6210	OTHER SERVICES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	OFFICE SUPPLIES	\$9	\$407	\$398	98%	\$9	\$500	\$491	98%		
6210	PRINTING AND PUBLICATIONS	\$29,508	\$22,715	(\$6,793)	-30%	\$29,508	\$29,055	(\$453)	-2%		
6210	TOOLS & HARDWARE	\$0	\$200	\$200	100%	\$0	\$0	\$0	0%		
6210	RECREATION SUPPLIES	\$10,621	\$7,417	(\$3,204)	-43%	\$10,621	\$11,000	\$379	3%		
6210	COMP HARDWARE,SOFTWARE,&SUPPL	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	NON-CAPITALIZED EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	BUILDINGS MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	COMP&OFF EQUIP MAINTENANCE	\$1,136	\$910	(\$226)	-25%	\$1,136	\$3,200	\$2,064	64%		
6210	LANDSCAPING&GROUNDS MAINT	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
6210	BANK FEES	\$5,340	\$3,791	(\$1,548)	-41%	\$5,340	\$5,500	\$161	3%		
Total Operating		\$450,679	\$319,697	(\$130,982)	-41%	\$450,679	\$445,129	(\$5,550)	-1%		
6210	BUILDINGS	\$2,441	\$8,503	\$6,062	71%	\$2,441	\$374,850	\$372,409	99%		
6210	LAND/GROUNDS	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%		
Total Capital		\$2,441	\$8,503	\$6,062	71%	\$2,441	\$374,850	\$372,409	99%		
Total Rec Service Administration		\$453,120	\$328,200	(\$124,920)	-38%	\$453,120	\$819,979	\$366,859	45%		

Org #	Account Description	CY 21 Actuals	CY 20 Actuals	CY21 F/(U) vs CY20		CY 21 Actuals	CY 21 Plan	CY21 F/(U) vs Plan	
		\$	\$	\$	%	\$	\$	\$	%
Parks Maintenance									
6300	PERSONNEL EXPENSES	\$397,603	\$373,017	(\$24,587)	-7%	\$397,603	\$423,252	\$25,649	6%
6300	TELECOMMUNICATIONS	\$333	\$1,074	\$741	69%	\$333	\$1,140	\$807	71%
6300	FLAGG CREEK SEWER CHARGE	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	DUMPING/REFUSE REMOVAL	\$14,598	\$13,494	(\$1,105)	-8%	\$14,598	\$15,000	\$402	3%
6300	EQUIPMENT RENTAL	\$1,780	\$1,287	(\$493)	-38%	\$1,780	\$1,200	(\$580)	-48%
6300	OTHER SERVICES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	OFFICE SUPPLIES	\$264	\$277	\$12	4%	\$264	\$200	(\$64)	-32%
6300	GASOLINE & OIL	\$9,853	\$9,245	(\$608)	-7%	\$9,853	\$8,400	(\$1,453)	-17%
6300	MOTOR VEHICLE SUPPLIES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	CHEMICALS	\$40	\$99	\$60	60%	\$40	\$250	\$210	84%
6300	BUILDING & MAINT SUPPLIES	\$2,749	\$1,233	(\$1,516)	-123%	\$2,749	\$2,400	(\$349)	-15%
6300	TOOLS & HARDWARE	\$1,627	\$1,287	(\$340)	-26%	\$1,627	\$1,650	\$23	1%
6300	RECREATION SUPPLIES	\$24,169	\$16,833	(\$7,336)	-44%	\$24,169	\$26,050	\$1,881	7%
6300	NON-CAPITALIZED EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	BUILDINGS MAINTENANCE	\$10,794	\$8,875	(\$1,919)	-22%	\$10,794	\$7,750	(\$3,044)	-39%
6300	GENERAL EQUIPMENT MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	MOTOR VEHICLE MAINTENANCE	\$4,213	\$2,177	(\$2,036)	-94%	\$4,213	\$1,950	(\$2,263)	-116%
6300	RADIOS MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	LANDSCAPING&GROUNDS MAINT	\$141,109	\$128,465	(\$12,645)	-10%	\$141,109	\$192,500	\$51,391	27%
6300	PARKS MAINTENANCE	\$240	\$8,505	\$8,265	97%	\$240	\$5,000	\$4,760	95%
	Operating Total	\$609,373	\$565,867	(\$43,506)	-8%	\$609,373	\$686,742	\$77,369	11%
6300	GENERAL EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	PARK EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	MOTOR VEHICLES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6300	BUILDINGS	\$23,383	\$0	(\$23,383)	0%	\$23,383	\$50,000	\$26,618	53%
6300	LAND/GROUNDS	\$19,974	\$6,800	(\$13,174)	-194%	\$19,974	\$270,000	\$250,026	93%
6300	PARKING LOTS	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
	Capital Total	\$43,357	\$6,800	(\$36,557)	-538%	\$43,357	\$320,000	\$276,644	86%
	Total Parks Maintenance	\$652,729.01	\$572,667	(\$80,062)	-14%	\$652,729	\$1,006,742	\$354,013	35%

Org #	Account Description	CY 21 Actuals		CY 20 Actuals		CY21 F/(U) vs CY20		CY 21 Plan		CY21 F/(U) vs Plan	
		\$		\$		\$ %		\$		\$ %	
KLM Lodge											
6400	PERSONNEL EXPENSES	\$84,620	\$53,899	(\$30,721)	-57%	\$76,565	(\$8,055)	-11%			
6400	MEMBERSHIP DUES/SUBSCRIPTIONS	\$324	\$37	(\$287)	-778%	\$0	(\$324)	0%			
6400	TELECOMMUNICATIONS	\$4,866	\$4,216	(\$650)	-15%	\$4,200	(\$666)	-16%			
6400	CABLE/INTERNET	\$1,300	\$1,310	\$10	1%	\$1,325	\$25	2%			
6400	ELECTRIC	\$12,244	\$10,832	(\$1,411)	-13%	\$11,000	(\$1,244)	-11%			
6400	NATURAL GAS	\$8,802	\$7,730	(\$1,071)	-14%	\$7,500	(\$1,302)	-17%			
6400	CUSTODIAL SERVICES	\$27,660	\$11,500	(\$16,160)	-141%	\$19,500	(\$8,160)	-42%			
6400	EQUIPMENT RENTAL	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	OTHER SERVICES	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	OFFICE SUPPLIES	\$703	\$506	(\$196)	-39%	\$500	(\$203)	-41%			
6400	BREAKROOM SUPPLIES & COFFEE	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	PRINTING AND PUBLICATIONS	\$9,296	\$13,224	\$3,928	30%	\$13,800	\$4,504	33%			
6400	BUILDING & MAINT SUPPLIES	\$3,769	\$956	(\$2,813)	-294%	\$4,300	\$531	12%			
6400	TOOLS & HARDWARE	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	KLM EVENT SUPPLIES	\$3,896	\$621	(\$3,275)	-527%	\$4,100	\$204	5%			
6400	COMP HARDWARE,SOFTWARE,&SUPPL	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	NON-CAPITALIZED EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	BUILDINGS MAINTENANCE	\$7,966	\$13,123	\$5,157	39%	\$18,750	\$10,784	58%			
6400	GENERAL EQUIPMENT MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	COMP&OFF EQUIP MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	BANK FEES	\$641	\$455	(\$186)	-41%	\$600	(\$41)	-7%			
Operating Total		\$166,086	\$118,410	(\$47,676)	-40%	\$162,140	(\$3,946)	-2%			
6400	GENERAL EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	BUILDINGS	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	LAND/GROUNDS	\$0	\$0	\$0	0%	\$0	\$0	0%			
6400	PARKING LOTS	\$0	\$0	\$0	0%	\$0	\$0	0%			
Capital Total		\$0	\$0	\$0	0%	\$0	\$0	0%			
Total KLM Lodge		\$166,086	\$118,410	(\$47,676)	-40%	\$162,140	(\$3,946)	-2%			

Org #	Account Description	CY 21 Actuals	CY 20 Actuals	CY21 F/(U) vs CY20		CY 21 Plan		CY21 F/(U) vs Plan	
		\$	\$	\$	%	\$	\$	\$	%
Swimming Pool									
6500	PERSONNEL EXPENSES	\$210,551	\$121,965	(\$88,585)	-73%	\$210,551	\$177,623	(\$32,928)	-19%
6500	EMPLOYMENT ADVERTISEMENTS	\$400	\$0	(\$400)	0%	\$400	\$150	(\$250)	-167%
6500	UNIFORMS & APPAREL	\$4,191	\$3,648	(\$543)	-15%	\$4,191	\$4,000	(\$191)	-5%
6500	DATA PROCESSING SERVICES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6500	TELECOMMUNICATIONS	\$2,807	\$2,633	(\$174)	-7%	\$2,807	\$2,700	(\$107)	-4%
6500	CABLE/INTERNET	\$1,790	\$1,632	(\$158)	-10%	\$1,790	\$1,800	\$10	1%
6500	ELECTRIC	\$17,378	\$13,133	(\$4,246)	-32%	\$17,378	\$16,000	(\$1,378)	-9%
6500	NATURAL GAS	\$8,326	\$6,334	(\$1,993)	-31%	\$8,326	\$8,800	\$474	5%
6500	FLAGG CREEK SEWER CHARGE	\$0	\$0	\$0	0%	\$0	\$1,200	\$1,200	100%
6500	CUSTODIAL SERVICES	\$1,950	\$1,950	\$0	0%	\$1,950	\$2,000	\$50	3%
6500	LICENSES & PERMITS	\$1,722	\$3,215	\$1,493	46%	\$1,722	\$3,470	\$1,748	50%
6500	RECREATION PROGRAMMING	\$2,868	\$2,951	\$83	3%	\$2,868	\$5,700	\$2,832	50%
6500	OTHER SERVICES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6500	OFFICE SUPPLIES	\$1,067	\$318	(\$749)	-236%	\$1,067	\$1,500	\$433	29%
6500	PRINTING AND PUBLICATIONS	\$0	\$150	\$150	100%	\$0	\$0	\$0	0%
6500	CHEMICALS	\$17,805	\$17,477	(\$328)	-2%	\$17,805	\$20,000	\$2,195	11%
6500	BUILDING & MAINT SUPPLIES	\$2,019	\$2,160	\$141	7%	\$2,019	\$2,950	\$931	32%
6500	TOOLS & HARDWARE	\$28	\$59	\$31	52%	\$28	\$350	\$322	92%
6500	MEDICAL/SAFETY SUPPLIES	\$1,343	\$1,338	(\$6)	0%	\$1,343	\$1,620	\$277	17%
6500	RECREATION SUPPLIES	\$2,324	\$936	(\$1,388)	-148%	\$2,324	\$2,600	\$276	11%
6500	COMP HARDWARE,SOFTWARE,&SUPPL	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6500	NON-CAPITALIZED EQUIPMENT	\$9,172	\$13,235	\$4,062	31%	\$9,172	\$13,500	\$4,328	32%
6500	BUILDINGS MAINTENANCE	\$4,541	\$13,395	\$8,854	66%	\$4,541	\$15,200	\$10,659	70%
6500	GENERAL EQUIPMENT MAINTENANCE	\$0	\$338	\$338	100%	\$0	\$9,950	\$9,950	100%
6500	LANDSCAPING&GROUNDS MAINT	\$0	\$29	\$29	100%	\$0	\$0	\$0	0%
6500	POOL MAINTENANCE	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6500	BANK FEES	\$5,553	\$3,943	(\$1,610)	-41%	\$5,553	\$4,500	(\$1,053)	-23%
6500	MISCELLANEOUS EXPENSES	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
	Operating Total	\$295,835	\$210,835	(\$85,000)	-40%	\$295,835	\$295,613	(\$222)	0%
6500	GENERAL EQUIPMENT	\$20,492	\$0	(\$20,492)	0%	\$20,492	\$28,000	\$7,508	27%
6500	COMPUTER EQUIPMENT	\$0	\$0	\$0	0%	\$0	\$0	\$0	0%
6500	BUILDINGS	\$614,878	\$51,448	(\$563,430)	-1095%	\$614,878	\$1,050,000	\$435,122	41%
	Capital Total	\$635,370	\$51,448	(\$583,922)	-1135%	\$635,370	\$1,078,000	\$442,630	41%
	Total Swimming Pool	\$1,437,591	\$595,083	(\$842,508)	-142%	\$1,437,591	\$1,846,849	\$409,258	22%

Org #	Account Description	CY 21 Actuals	CY 20 Actuals	CY21 F/(U) vs CY20	CY 21 Actuals	CY 21 Plan	CY21 F/(U) vs Plan
	Total Parks & Recreation Operating	\$1,727,187.42	\$1,423,586	(\$303,602) -21%	\$1,727,187	\$1,818,127	\$90,940 5%
	Total Parks & Recreation Capital	\$681,168	\$66,751	(\$614,417) -920%	\$681,168	\$1,772,850	\$1,091,682 62%
	Total Parks & Recreation Expenses	\$2,408,355	\$1,490,337	(\$918,018) -62%	\$2,408,355	\$3,590,977	\$1,182,622 33%
	Total Parks & Recreation Revenue	(\$851,720)	(\$480,930)	(\$370,791) 77%	(\$851,720)	(\$722,500)	(\$129,220) 18%
	Offset	\$1,556,635	\$1,009,407	(\$1,288,809) -128%	\$1,556,635	\$2,868,477	\$1,053,401 37%



MEMORANDUM

DATE: February 8, 2022

TO: Chairman Waverley and Members of the Parks & Recreation Commission

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Hinsdale Swim Club License Agreement

The Hinsdale Swim Club (HSC) utilizes the Community Pool for its competitive swim program. The current license agreement between HSC and the Village of Hinsdale expired at the end of the 2021 pool season. Traditionally, HSC has used six lanes of the pool Monday through Friday from 5:30 am-9:00 am June 1-August 10th of each year, and the entire facility for a three-day swim meet in late June or early July.

During the renewal process in 2012, direction from the Village Board was that HSC pay 100% of its cost to use the Community Pool. A cost analysis was done at that time, and again for each subsequent renewal. With the 2022 renewal discussion, HSC indicated interest in additional pool time on the weekend. Another change for the 2022 renewal contract includes the increase to minimum wage. The past three years fees are included in the chart below, each year included a 3% increase to fees to cover any increases in personnel, utilities and equipment costs. These base contract charges were collected each year, plus fees from any additional time not covered in the contract.

	2019	2020	2021
Weekday Mornings	\$14,749	\$ 15,191	\$15,647
Weekend Mornings	n/a	n/a	n/a
3 Day Swim Meet	\$ 4,811	\$ 4,956	\$ 5,104
	<u>\$19,560</u>	<u>\$ 20,147</u>	<u>\$20,751</u>

Staff is proposing another three year agreement between the Village and HSC. The cost analysis for HSC's usage for 2022 is estimated to be \$31,128. This fee includes weekday mornings, weekend mornings, and the three-day swim meet. Factored into that fee are the per lane rental fee, number of rental hours, and staff cost. Each subsequent year includes the minimum wage increase and the standard 3% to cover any increase in utilities and equipment. A summary of the proposed fees is provided below. HSC has also been closely involved in the process and is amenable to the terms. Finally, the Village attorney has reviewed and approved the agreement as presented.

	2022	2023	2024
Weekday Mornings	\$ 17,766	\$ 18,299	\$ 20,246
Weekend Mornings	\$ 6,912	\$ 7,119	\$ 8,009
3 Day Swim Meet	\$ 6,450	\$ 6,953	\$ 7,262
	<u>\$ 31,128</u>	<u>\$ 32,371</u>	<u>\$ 35,517</u>

VILLAGE OF HINSDALE
LICENSE AGREEMENT
FOR USE OF
HINSDALE COMMUNITY SWIMMING POOL

THIS LICENSE AGREEMENT FOR HINSDALE COMMUNITY POOL ("Agreement") is dated as of _____, 2022, by and between the **VILLAGE OF HINSDALE**, an Illinois municipal corporation (the "Village"), and the **HINSDALE SWIM CLUB**, an Illinois not-for-profit corporation (the "Swim Club").

W I T N E S S E T H:

WHEREAS, the Village is the owner of a 50 meter swimming pool located at 500 West Hinsdale Avenue, Hinsdale, Illinois (the "Property"); and

WHEREAS, for many years the Village ran a competitive swim club program as part of its Park and Recreation Department programming; and

WHEREAS, a determination was made by the Village that such a program would be more effectively conducted through a privately operated, Village-based swim club with experience running competitive swimming on a year-round basis; and

WHEREAS, the Swim Club began operating the competitive swim team program at the Property; and

WHEREAS, the Swim Club and the Village have previously entered into a licensing arrangement enabling the Swim Club to use the Village's swimming pool facilities for practice and competitive purposes; and

WHEREAS, the Swim Club desires to continue to use the Property for the purpose of swimming practice sessions and a swim meet; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to 65 ILCS 5/11-76-1 and other applicable authority, and the Village has the authority to charge fees for the use of swimming pool facilities pursuant to 65 ILCS 5/11-95-2 and other applicable authority; and

WHEREAS, the Swim Club has the authority to enter into this Agreement pursuant to its corporate charter and by-laws;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Swim Club hereby agree as follows:

1. **Recitals**. The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.

2. **License**. The Village hereby conveys and grants to the Swim Club a license to enter on, across and over the Property for the following purposes and no others:

A. Swimming Practices. Swim Club swimming practices may be held on the Property at the following dates and times:

Dates: May 31, 2022 through August 5 2022
May 30, 2023 through August 4, 2023
May 28, 2024 through August 9, 2024

Hours: 5:45 a.m. to 9:15 a.m. Monday through Thursday (6 lanes)
6:30 a.m. to 10:00 a.m. Friday (6 lanes)
7:00 a.m. to 10:00 a.m. Saturday/Sunday (8 lanes)
Dive well hours prior to 9:00 a.m., as agreed upon with Aquatics Coordinator

Only Swim Club members including the Masters Swimmers participate in these practices. Prior to the start of the season HSC will provide a list of members of the Club with signed waivers.

B. Swim Meets. One swim meet may be held each year on June 24-26, 2022, June 23-25, 2023, or June 28-30, 2024 and shall be subject to the terms and limitations in **Exhibit A** attached to and by this reference incorporated in and made a part of this Agreement. Changes to dates will be determined no later than January 15th of each calendar year. In addition, the Swim Club must provide and pay the cost to provide an alternate location in the area for Hinsdale pool members and residents to swim at for the duration of the three day swim meet.

3. Term. This Agreement shall be for the years 2022, 2023 and 2024 unless sooner terminated as provided in this Agreement.

4. Condition and Upkeep of the Property. The Swim Club hereby acknowledges and agrees that (a) it has examined and knows the condition of the Property and the structures thereon and that the same are in good order and repair, and (b) no representations as to the condition and repair of the Property or the structures thereon have been made by the Village prior to or at the execution of this Agreement that are not expressed herein, and (c) the Property is suitable for the purposes for which the Swim Club intends to use it. The Swim Club shall ensure that the Property and the structures thereon are left in good repair and in a safe, clean and sightly condition following each period of use by the Swim Club. The Swim Club shall promptly pay all expenses for damage to the Property and the structures thereon caused by Swim Club or its officers, agents or members, injury by fire or other casualty beyond the Swim Club's control excepted.

5. Use of the Property. The Swim Club shall not use or permit the Property or the structures thereon to be used for any purpose or activity other than as specified in Section 2 of this Agreement. The Swim Club shall not use the Property or allow the same to be used for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance or regulation covering or affecting the use thereof, or allow any act to be done or any condition to exist on the Property or any article to be brought thereon, which may be dangerous, unless properly safeguarded, or which may, in law, constitute a nuisance. The Swim Club shall require, and receive, a Program Waiver and Release of All Claims, in substantially the form attached to and by this reference incorporated in and made a part of this Agreement as Exhibit B, from all participants in the Swim Club activities to be conducted on the Property or, with respect to all participants that have not yet reached the age of majority, their legal guardians prior to entry upon the Property for the purposes of participating in the Swim Club's activities.

6. License Fee. The Swim Club shall pay a fee for the License. The full fee be paid on or before June 1 of each calendar year. The rate schedule is as follows.

	2022	2023	2024
Weekday Mornings	\$ 17,766	\$ 18,299	\$ 20,246
Weekend Mornings	\$ 6,912	\$ 7,119	\$ 8,009
3 Day Swim Meet	\$ 6,450	\$ 6,953	\$ 7,262
Total Due:	\$ 31,128	\$ 32,371	\$ 35,517

7. Release, Waiver, Assumption of Risk, Hold Harmless and Indemnification.

The Swim Club covenants and agrees to the following:

A. **Hold Harmless and Indemnification.** The Swim Club does hereby agree to protect, indemnify and save and hold harmless forever the Village and all of its elected and appointed officials, officers, employees, agents, representatives, volunteers, engineers, insurer's and attorneys ("Village Affiliates") from and against all claims, damages, suits, liabilities, judgments, causes of action, penalties, costs and expenses asserted by any person, including the Swim Club and its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees and club participants against the Village Affiliates or any of them, and any administrative costs and attorneys' fees incidental thereto, on account of illness, injury or death of any person or persons whomsoever or on account of damage to any property caused by, connected with, or in any way attributable to, the rights herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto, the Swim Club's failure to comply with any of the terms and conditions of this Agreement or any other matters arising out of or related to matters covered by this Agreement.. The Swim Club shall undertake the defense of the Village in any such litigation through counsel of the Village's choice, if the Village requests the Swim Club to do so. The Village's right to indemnity and right to be held harmless shall survive termination of this Agreement, and shall not be limited by the limits of any policies of insurance required to be maintained under this Agreement.

B. **Risk of Injury.** The Swim Club assumes the full risk of death, illness and personal injuries of any kind and all damages or losses of any kind which it or its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees, club participants and members of the public who attend Swim Club lap swim and Swim Club meets, may sustain out of or relating to the rights granted herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto or any other matter arising out of matters covered by this Agreement.

C. **Waiver of Claims.** The Swim Club agrees to waive and relinquish any and all claims or causes of action of any kind that it or its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees and club participants may have against the Village and the Village Affiliates arising out of or relating to the rights herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto, the Swim Club's failure to comply with any of the terms and conditions of this Agreement or any other matter arising out of matters covered by this Agreement.

D. **Release from Liability.** The Swim Club fully releases and discharges the Village and the Village Affiliates from any and all claims or causes of action of any kind, including but not limited to illness, injury, death, damages or losses which the Swim Club or its officers, officials, employees, contractors, subcontractors, volunteers, agents, invitees, club participants and members of the public who attend Swim Club lap swim and Swim Club meets, may have or which arise out of or relate to the rights herein granted, the Swim Club's use of the Property or any public rights-of-way related thereto, the Swim Club's failure to comply with any of the terms and conditions of this Agreement or any other matter arising out of matters covered by this Agreement.

8. **Insurance.** The Village shall maintain property damage, insurance, fire and extended coverage on buildings on the Property as the Village may determine. The Swim Club shall furnish

certificates of insurance for the insurance required under this Agreement, with premiums paid in full, prior to the effective date of this Agreement The Swim Club shall obtain and maintain the following minimum insurance coverages and limits, issued by an insurer with no less than an A rating by the most recent "AM Best Insurance Rating Guide," and the Village shall be named as additional insured on the commercial general liability coverage's:

COVERAGE:

LIMITS:

Comprehensive General Liability, with coverage written on an "occurrence" basis and including Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, Employment Practices Liability, Broad Form Property Damage Endorsement, Bodily Injury and Property Damage, and all participants and employees shall be insured	\$4,000,000 per occurrence
	\$8,000,000 aggregate

Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Swim Club shall maintain and keep in force insurance in the minimum coverages and limits stated in this Section at all times while this Agreement is in effect, and shall provide evidence thereof to the Village. The Swim Club shall also carry, during the life of this Agreement, a Worker's Compensation Insurance Policy with coverage in the statutory amount conforming to the current laws of the State of Illinois and shall furnish to the Village a Certificate of Insurance evidencing such coverage.

The Swim Club's policy or policies of insurance shall specifically recognize and cover the Swim Club's indemnification obligations under this Agreement, and shall contain cross-liability endorsements. Said insurance shall provide that the insurance provided by the Swim Club shall be primary and that any provision of any contract of insurance or other risk protection benefit or self-insurance policy purchased or in effect or enacted by the Village and any other insurance or benefit of the Village shall be in excess of the Swim Club's insurance.

The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

The parties acknowledge that the Village does not, and is not obligated to, maintain any insurance which in any manner protects the Swim Club, occupancy of the Property and the structures thereon by the Swim Club or any activities carried on at the Property by the Swim Club, its agents, officers, employees or contractors, for any risk, loss, cost or claim.

9. Non-Exclusive Use. The Swim Club acknowledges that the Property will be used by other persons during the times of use designated by this Agreement, and agrees to cooperate in its use so as not to unduly impair the use of the remainder of the Property by others.

10. Weather Cancellations. The Village reserves the right to postpone or cancel practices due to severe weather. Staff will use a combination of the ThorGuard Weather system and local weather radar to determine the necessity of cancelling or postponing.

11. Notices. All notices required in this Agreement shall be in writing. Personal delivery, or mailing by certified or registered mail with proper postage prepaid, of a notice or demand to the addresses listed below, or to such other addresses as the parties may, in writing, from time to time designate shall

constitute proper notice in accordance with this Agreement.

Notices to the Village:

Village of Hinsdale
19 East Chicago Avenue
Hinsdale, IL 60521-3489
Attention: Director of Parks & Rec

Notices to the Swim Club:

Hinsdale Swim Club
P.O. Box 126
Hinsdale, Illinois 60522-0126
Attention: President

12. No Waiver; Termination. The failure of the Village, at any time, to insist upon performance or observance of any term, covenant, agreement or condition contained in this Agreement shall not be construed as a release of any right of the Village hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

The neglect or failure of the Swim Club to keep the terms, covenants, agreements or conditions contained in this Agreement shall constitute a forfeiture of all rights under this Agreement, whereupon the Swim Club shall immediately surrender possession of the Property to the Village.

13. Attorneys' Fees. In case suit should be brought by the Village for recovery of the Village Property, or because of any act, which may arise out of the use or possession of the Village Property or to enforce the terms of this Agreement, the Village shall be entitled to all costs incurred in connection with such action, including reasonable attorneys' fees and litigation fees and expenses.

14. Venue. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of DuPage County, Illinois and the Parties consent to the in personal jurisdiction of said Court for any such action or proceeding. This Agreement, and all questions of interpretation, construction and enforcement hereof, and all controversies hereunder, shall be governed by the applicable statutory and common law of the State of Illinois.

15. Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

16. Authority. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party represented by him or her, and that such party intends to be legally bound by the provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first written above.

VILLAGE OF HINSDALE

By: _____
Village President

ATTEST:

By: _____
Village Clerk

HINSDALE SWIM CLUB

By: _____
President

ATTEST:

By: _____
Secretary

EXHIBIT A

Swim Meet Terms and Limitations

Property shall be available for the swim meet on these times and dates:

Dates

2022 June 24 – June 26
2023 June 23 – June 25
2024 June 28 – June 30

Hours of Facility Access

Thursday after pool closes to set up
Friday 6:00 a.m. until 7:00 p.m.
Saturday 6:00 a.m. until 7:00 p.m.
Sunday 6:00 a.m. until 7:00 p.m.

Meet Hours

Friday

- Warm-up 7:00 a.m., swimming 8:00 a.m. – 2:00 p.m.
- Warm-ups 2:00 p.m., swimming 3:00 p.m. – 7:00 p.m.

Saturday and Sunday – warm-up prior to 7:00 a.m.

- P.A. System may only be used prior to 8:00 a.m. on a limited basis
- Building will open no earlier than 5:45 a.m.

No set up may occur until after the 5:00 p.m. closing on Thursday, provided, however, that those items, such as the installation of starting blocks and tent set-up, that do not interfere with the pool operation, may occur prior to 8:00 p.m. **Swim Club shall be responsible for all security measures it deems necessary to protect any of equipment left at the Pool overnight.**

EXHIBIT B

Form of Program Waiver and Release of All Claims

PROGRAM WAIVER AND RELEASE OF ALL CLAIMS HINSDALE SWIM CLUB MEMBERS

I, the undersigned, Parent or Guardian of _____, a minor, for and in consideration of said minor, being permitted to participate in the following activity of the Hinsdale Swim Club that **is not** sponsored by the Village of Hinsdale in whole or in part to wit: Hinsdale Swim Club's use of the Hinsdale Community Swimming Pool (hereinafter referred as the "Program"). I am waiving and releasing all claims for myself and my minor child/ward arising out of participation in the Program. In consideration of the Hinsdale Swim Club accepting me and/or my minor child as a participant in the Program, I hereby agree as follows:

ACKNOWLEDGMENT AND ASSUMPTION OF RISK INJURY AND LOSS: I have fully informed myself of all of the details of the Program and have received satisfactory answers to all questions I have concerning the Program and the risks inherent in the Program and believe and represent that I and /or my minor child/ward have the necessary abilities, skills and knowledge to participate in the Program. I recognize and acknowledge that the Program involves risks of bodily injury, death and property loss, I hereby agree to, and do assume the full risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that I, or my minor child/ward on whose behalf I am signing, may sustain as a result of participation in any and all activities connected with or associated with the Program.

WAIVER OF AND RELEASE OF CLAIMS: I hereby agree to, and do, waive, release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind, known and unknown, present and future, that I, or my minor child/ward on whose behalf I am signing, may have against the Village and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successor and assign arising out of, connected with, or in any way related to the program or my minor child/ward's participation therein.

INDEMNITY AND DEFENSE: I hereby further agree to indemnify and hold harmless and defend the Village and it's officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorney's fees and administrative expenses, of every kind, known or unknown, present and future, arising out of, connected with, or in any way related to my or my minor child/ward's participation in the Program, except those resulting from the reckless or intentional acts of the Village.

I have read and fully understand the above WAIVER AND RELEASE OF ALL CLAIMS and execute it of my own free will and without any reservation whatsoever.

Signature of parent or guardian: _____ Date: _____

Print name of parent or guardian: _____ Telephone: _____

Address: _____

EXHIBIT C

Swim Meet Responsibilities (2019 Example)

Village Public Service

- 4 bleachers (the big ones) inside the pool grass area
- 15 Cardboard Trash Cans (these are in addition to what is at the pool now)
- 15 safety cones plus 10 large cones
- Drain the baby pool back for Friday, July 6th at 6:30 am (do during Uniquely Thursday)
- Turn off sprinkler system for the grass area at the north end of the pool. July 6-8
- Extra rolling trash cans and recyclers at the trash gate (2 of each)
- Schedule additional Trash pickup for Saturday morning, July 7th.
- Change Chemical delivery date to Thursday, July 5th
- Turn Pool Heaters off (date dependent on weather)

-Pick up items on Monday, July 9 first thing and refill baby pool by 9:00AM

Village Pool Staff

Deck chairs and lounges are all stacked in the north end of the baby pool.
Move bleachers inside the pool deck Thursday Evening at closing time.

Village Police

Post no parking signs on South side of Hinsdale Ave from Madison St. to Monroe St.

Hinsdale Swim Club

- Chicago Party Rental dropping off additional chairs and tables Thursday. They usually leave them by the garbage gate, Gate D.
- Thursday evening a trailer with all timing equipment will arrive and park in the driveway to the pump house for the weekend.
- HSC will be dropping off equipment Thursday. Leave tents etc. inside the gate by the garbage (Gate D).

Set-Up of Pool Deck

- Tables (18) to be arranged by Swim Club and will be delivered on Thursday
- Canopies set up outside pool office (Hospitality Area) to be installed by Swim Club on Friday morning – no holes in building shall be made
- Two tents to be set up by Swim Club on Thursday afternoon.
- TV Monitor set up (location to be determined)

Additional Village Responsibilities

- Staff to be provided will include locker room attendants, guard on duty in diving well and pool maintenance personnel.
- Eight (8) starting blocks, fifteen (15) trash cans, four (4) sets of bleachers, and ten (15) safety cones and Starting blocks to be tested prior to the Meet. (based on availability)
- Check microphone/P.A. system.
- Remove ladders from Pool
- Turn Pool Heaters off
- Extra Garbage Pick-up set for Saturday

Concessions

- Food concessions to be provided by the Village Concessionaire.

Clean-up

- Clean up of the facility shall be performed each evening; trash should be set outside the south end of the building near bathhouse.
- The final clean up shall be made so the facility is ready for Monday opening.
- All bleachers shall be moved off the deck and kept on the lawn area Sunday night.



MEMORANDUM

DATE: February 8, 2022

TO: Chairman Waverley and Members of the Parks & Recreation Commission

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Pool Concessions Proposal Review

During the 2021 Hinsdale Pool season, the current concessionaire, Baldinelli Pizza sold their business to Sauced Pizzeria. Baldinelli Pizza was on the third and final year of their concessions provider contract. They provided the pool concessions through July 15, 2021. At that time, Sauced Pizzeria took over the final months of the concessions contract. Greg White, owner of Sauced Pizzeria, expressed interested in continuing to provide concessions at the pool with a similar license agreement. Sauced Pizzeria will also be continuing to provide concession services to the Clarendon Hills and Western Springs pools.

For the 2022-2024 seasons, Sauced Pizzeria has proposed a rate of 10% of net sales. This rate is consistent with the agreements they maintain with both Clarendon Hills and Western Springs. The attached license agreement indicates the contract would be for three (3) years with the option to reevaluate and renegotiate for an additional two (2) years. In addition to the decreased percentage of net sales, there would also no longer be a monthly rental fee assessed to the concessionaire. Previously this monthly fee was charged because the concessionaire expressed interest in using the building for off-season storage, which is no longer needed.

Included below is 15 years of concession sales and revenue history. For a number of these years the Village collected an aggregate rate. The aggregate terms provided a predictable revenue source that was not subject to the seasonality of the pool operations. However, concessionaires found the volatility of the food business and unpredictable seasons made it very difficult for them to continue to offer aggregate payments. Also included is an excerpt from a concession stand overview provided by Mr. White. This information highlights concessions sales at all three locations Sauced Pizzeria is currently operating.

Attached are the redline license agreement, final proposed agreement, and the full concession stand overview as provided by Mr. White. Staff is recommending the commission approve the license agreement as presented.

MEMORANDUM

Concessions Revenue History				
Year	Net Sales	Revenue	Terms	Vendor
2007	\$40,110	\$5,211	\$1,200 plus 10% of sales	C&W Concessions
2008	\$65,390	\$7,739	\$1,200 plus 10% of sales	C&W Concessions
2009	\$45,271	\$7,000	Aggregate Rate	C&W Concessions
2010	\$46,398	\$7,000	Aggregate Rate	C&W Concessions
2011	\$44,623	\$7,350	Aggregate Rate	C&W Concessions
2012	\$48,764	\$7,717	Aggregate Rate	C&W Concessions
2013	\$44,897	\$7,950	Aggregate Rate	C&W Concessions
2014	\$40,695	\$8,000	Aggregate Rate	C&W Concessions
2015	\$32,340	\$8,200	Aggregate Rate	C&W Concessions
2016	\$29,072	\$8,400	Aggregate Rate	C&W Concessions
2017	\$26,015	\$6,750	Aggregate Rate	C&W Concessions
2018	\$35,540	\$4,754	\$1,200 plus 10% of sales	Baldinelli Pizza
2019	\$36,833	\$5,060	\$1,200 plus 12% of sales	Baldinelli Pizza
2020	n/a	n/a	n/a	Baldinelli Pizza
2021	\$43,030	\$5,464	\$300* plus 12% of sales	Baldinelli Pizza/ Sauced Pizzeria
estimated 2022	\$45,000	\$4,500	no rent-10% of sales	Baldinelli Pizza/ Sauced Pizzeria

*did not charge rent until June 2021

Pool Sales Comparison - 2021

Pool Concession Sales Comparison - 2021

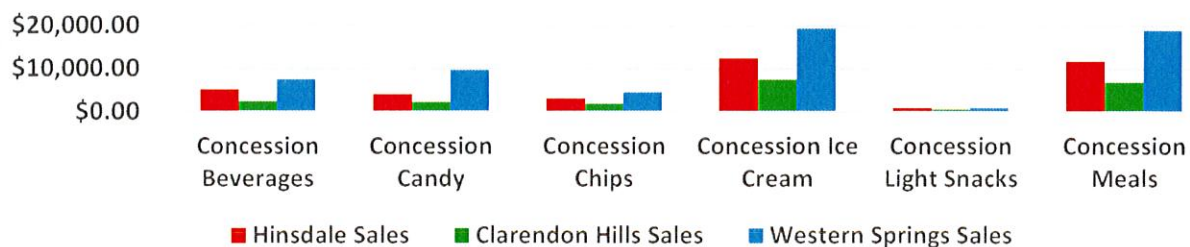
Type	Hinsdale			Clarendon Hills			Western Springs		
	Qty	Hinsdale Sales	% of Total	Qty	Clarendon Hills Sales	% of Total	Qty	Western Springs Sales	% of Total
Concession Beverages	2560	\$5,029.75	14%	1164	\$2,328.25	11%	3763	\$7,430.00	12%
Concession Candy	2106	\$3,926.20	11%	1363	\$2,139.85	10%	6011	\$9,591.00	16%
Concession Chips	1363	\$2,929.95	8%	828	\$1,735.95	8%	2152	\$4,483.55	7%
Concession Ice Cream	4095	\$12,277.50	34%	2481	\$7,352.15	35%	6676	\$19,260.80	32%
Concession Light Snacks	336	\$811.50	2%	180	\$469.25	2%	356	\$904.25	1%
Concession Meals	2098	\$11,568.00	32%	1220	\$6,788.00	33%	3363	\$18,833.01	31%
Total	12558	\$36,542.90	100%	7236	\$20,813.45	100%	22321	\$60,502.61	100%

- Total Sales
 - Western Springs = \$60,502.61
 - Hinsdale = \$36,542.90
 - Clarendon Hills = \$20,813.45
 - Had reduced days due to COVID-19 closure

Total Pool Sales - 2021



Pool Sales by Category - 2021



Village of Hinsdale

Park and Recreation Department



Concession Stand Overview

January 2022

2022 Concession Menu – Proposed

Village of Hinsdale 2022 Concession Stand Menu

Beverages	
Item	Price
20 oz Coke	\$2.75
20 oz Diet Coke	\$2.75
20 oz Sprite	\$2.75
20 oz. Dasani Water	\$2.00
20 oz. PowerAde	\$3.00
12oz. San Pellegrino - Lemon	\$3.50
12oz. San Pellegrino - Orange	\$3.50
12oz. San Pellegrino - Blood Orange	\$3.50
12oz. San Pellegrino - Grapefruit	\$3.50
12oz. San Pellegrino - Clementine	\$3.50

Chips & Grab Item	
Item	Price
Lays (1.0oz.)	\$2.00
Sun Chips (1.5oz.)	\$2.00
Cheetos (1.0oz.)	\$2.00
Pirate's Booty (0.5oz.)	\$2.00
SkinnyPop Popcorn (0.65oz.)	\$2.00
Gehls Tortilla Chips (3.0oz.)	\$2.50
Kar's Trail Mix (2.0oz.)	\$2.00
Giant Slim Jim (0.97oz.)	\$2.00
Smucker's Uncrustables	\$2.00
String Cheese	\$1.00

Meals	
Item	Price
Chips & Guacamole	\$5.75
Nachos	\$5.75
Pretzella Bites (12)	\$7.00
Chicken Tenders (3) / Bosco Stick (1)	\$8.00
7" Pizza - Cheese	\$5.50
7" Pizza - Pepperoni	\$6.00

Dessert	
Item	Price
Gelato (8.0oz.) - Various Flavors	\$7.00
Italian Ice (4.0oz.)	\$2.25
Other Novelty Ice Cream based on availability, pricing will be determine once vendor releases 2022 pricing (Target Range \$3.00 to \$5.00 per item)	

Candy	
Item	Price
Sour Patch	\$2.50
Skittles	\$2.50
Skittles - Sour	\$2.50
Air Heads Extreme	\$2.50
Ring Pops	\$1.00
Starburst	\$2.50
Swedish Fish	\$2.50

Orange = New Item for 2022

Menu Overview:

- Changing to 20oz. plastic bottles from Coca-Cola
- Adding 12oz. cans of San Pellegrino Italian sparkling drinks
- Changing from pizza slices to 7" mini pizzas
 - Individually packaged for quicker / safer food service
- Adding Chicken Tender / Bosco Stick meal to have another option other than pizza
- Serving various flavors of Gelato in prepackaged containers for quick / safe service
- Novelty ice cream pricing / availability hasn't been released from the vendors yet. We will look to carry a variety of items at numerous price points between \$3.00 to \$5.00.
 - Initial thoughts from vendors were that pricing will be up between 5-10% depending on the item and availability may still be hit or miss due to production / labor issues.
- Additional items will be added as needed to support the Town Team and Hinsdale Swim Meets.

2022 – Birthday Party Proposal

Pizza Package = \$85

- 2 – 18" Large Cheese Pizzas
- 13 – 20oz. Coke Products (Coke, Diet Coke, Sprite or Dasani Water)
- Paper Goods (Plates / Napkins) for 13 people

Chicken Tender Package = \$100

- Chicken Tenders (3 per person)
 - Choice of Ranch, BBQ Sauce or Ketchup for dipping
- 13 – Individual Bags of Chips
- 13 – 20oz. Coke Products (Coke, Diet Coke, Sprite or Dasani Water)
- Paper Goods (Plates / Napkins) for 13 people

Add-Ons to Either Package

- Add Pepperoni or Sausage to a pizza = **\$3.50 / Pizza**
- 13 – Bosco Sticks = **\$25**
- 13 – Ice Cream Sandwich = **\$35**
- 13 – Gelato = **\$75**



Signage Example



Signage Overview

- Will partner with Coca-Cola to have the proper size banner created based on the Village's feedback
- Using a QR Code for members to scan and view the menu
 - QR Code will direct people to the Sauced Pizzeria Concession Menu which will be available on our website
 - Maintaining the menu on our website will allow for centralized changes and eliminate the need to reprint menus each time an item is update

2021 - Item Breakdown

Beverages

Hinsdale Pool	All Staff	All Rooms
Concession Beverages	All Categories	
Items		
Item	Size	Qty
Coke - Concession		384
Craft Water		47
Diet Coke - Concession		269
Gatorade		599
Hinsdale Party Drinks (Gatorade or Pop)		41
Sprite		335
Water		882
Total		2557

Candy

Hinsdale Pool	All Staff	All Rooms
Concession Candy	All Categories	
Items		
Item	Size	Qty
Air Head		612
Cotton Candy		177
Ring Pop		295
Sour Patch Kids - Special Event		454
Sour Patch Straws		241
Sour Skittles		73
Swedish Fish		166
Twizzlers		282
Wild Berry Skittles		252
Total		2552

Chips

Hinsdale Pool	▼	All Staff	▼	All Rooms
Concession Chips	▼	All Categories	▼	
Items				
Item ▲	Size	Report Category	Qty	
Cheetos		Concession Chips	293	
Doritos Nacho		Concession Chips	326	
Garden Salsa		Concession Chips	94	
Harvest Cheddar		Concession Chips	90	
Hinsdale Party (Chips)		Concession Chips	7	
Lays Barbecue		Concession Chips	187	
Lays Chips - Special Event		Special Event - Chips	39	
Lays Classic		Concession Chips	277	
Sun chips original		Concession Chips	76	
Total			1389	

Ice Cream

Hinsdale Pool	▼	All Staff	▼	All Rooms
Concession Ice Cream	▼	All Categories	▼	
Items				
Item ▲	Size	Report Category	Qty	
Ben & Jerrys Cups		Concession Ice Cream	157	
Choco Taco		Concession Ice Cream	338	
Chocolate Chip Cookie		Concession Ice Cream	856	
Cookies & Cream Ice Cream		Concession Ice Cream	261	
Dove		Concession Ice Cream	185	
Giant Vanilla Sandwich		Concession Ice Cream	438	
Hinsdale Party Ice Cream (C&C)		Concession Ice Cream	12	
ICEE Frosted Lemonade Cup		Concession Ice Cream	178	
M&M Ice Cream Sandwich		Concession Ice Cream	95	
Snickers Ice Cream		Concession Ice Cream	246	
Sno Cone		Concession Ice Cream	505	
Spider-Man Ice Cream		Concession Ice Cream	109	
Strawberry Short Cake		Concession Ice Cream	474	
Twix Ice Cream Bar		Concession Ice Cream	229	

Meals

Hinsdale Pool	▼	All Staff	▼	All Rooms
Concession Meals	▼	All Categories	▼	
Items				
Item ▲	Size	Report Category		Qty
Nachos		Concession Meals		564
Pizza Slice		Concession Meals		796
Pretzel Bites		Concession Meals		732
Total				2092

Light Snacks

Hinsdale Pool	▼	All Staff	▼	All Rooms	▼
Concession Light Snacks	▼	All Categories	▼		
Items					
Item ▲	Size	Report Category			Qty
Apples & Peanut Butter		Concession Light Snacks			5
Chips & Guacamole		Concession Light Snacks			39
Hummus & Pita Chips		Concession Light Snacks			61
String Cheese		Concession Light Snacks			93
Unrustables		Concession Light Snacks			136
Total					334

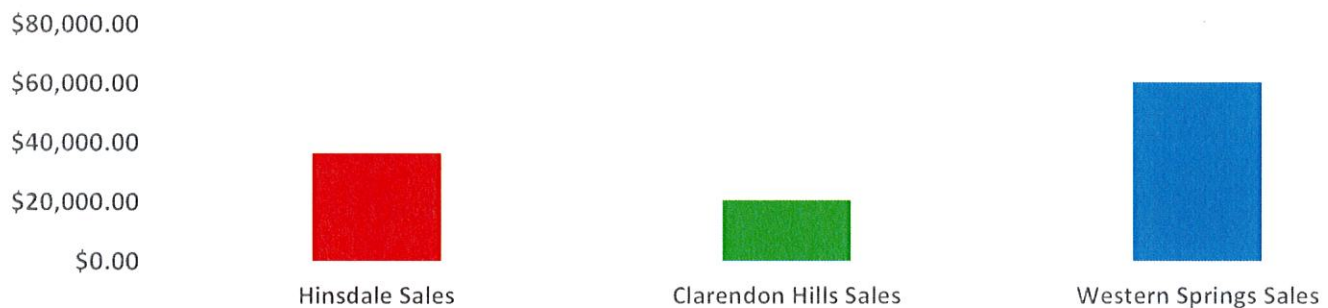
Pool Sales Comparison - 2021

Pool Concession Sales Comparison - 2021

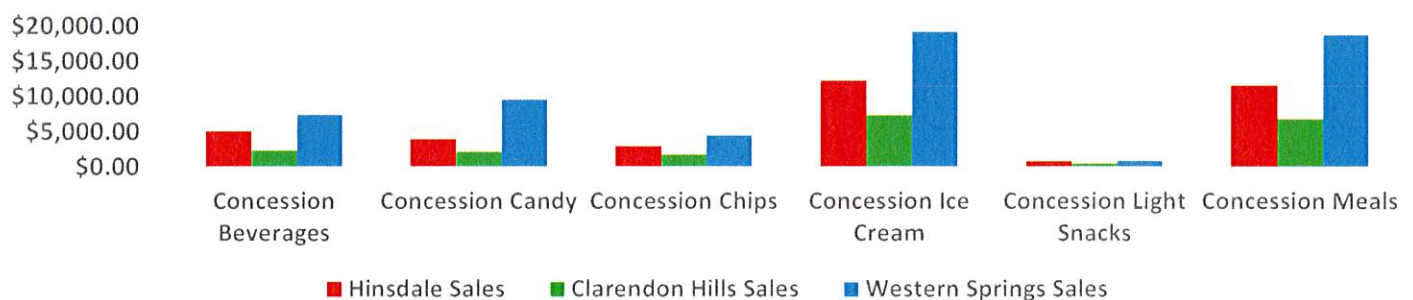
Type	Hinsdale			Clarendon Hills			Western Springs		
	Qty	Hinsdale Sales	% of Total	Qty	Clarendon Hills Sales	% of Total	Qty	Western Springs Sales	% of Total
Concession Beverages	2560	\$5,029.75	14%	1164	\$2,328.25	11%	3763	\$7,430.00	12%
Concession Candy	2106	\$3,926.20	11%	1363	\$2,139.85	10%	6011	\$9,591.00	16%
Concession Chips	1363	\$2,929.95	8%	828	\$1,735.95	8%	2152	\$4,483.55	7%
Concession Ice Cream	4095	\$12,277.50	34%	2481	\$7,352.15	35%	6676	\$19,260.80	32%
Concession Light Snacks	336	\$811.50	2%	180	\$469.25	2%	356	\$904.25	1%
Concession Meals	2098	\$11,568.00	32%	1220	\$6,788.00	33%	3363	\$18,833.01	31%
Total	12558	\$36,542.90	100%	7236	\$20,813.45	100%	22321	\$60,502.61	100%

- Total Sales
 - Western Springs = \$60,502.61
 - Hinsdale = \$36,542.90
 - Clarendon Hills = \$20,813.45
 - Had reduced days due to COVID closure

Total Pool Sales - 2021



Pool Sales by Category - 2021



VILLAGE OF HINSDALE

19 E. Chicago Ave.
Hinsdale, IL 60521

AGREEMENT FOR:

Community Pool Concessions

Sauced Pizzeria and Bar, LLC.

Greg White
114 South Washington
Hinsdale, IL 60521

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of the contract executed between the **Village of Hinsdale** and **Sauced Pizzeria and Bar, LLC**. Do not detach any portion of this document. Invalidity could result.

VILLAGE OF HINSDALE CONCESSION LICENSE AGREEMENT

(Concession Area at the Hinsdale Community Swimming Pool)

This agreement ("Agreement" or "License Agreement") is made this 30 day of April, 2022, between the VILLAGE OF HINSDALE, an Illinois municipal corporation ("Licensor" or "Village"), and Sauced Pizzeria and Bar, LLC., an Illinois company with its offices at 114 South Washington, in Hinsdale, IL 60521 ("Concessionaire").

WHEREAS, the Concessionaire desires that the Licensor grant a certain license, right and privilege subject to the terms and conditions of this Agreement ("Concession"); and

WHEREAS, the Concessionaire has submitted a proposal to the Village ("Proposal") in which Concessionaire has made certain representations as to the proposed conduct of business should a Concession License ("License") be granted; and

WHEREAS, this Village is willing to grant the Concession License subject to the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants, representations and conditions hereinafter contained, the parties agree as follows:

1. CONCESSION.

1.1 *License Granted.* The Village, in consideration of the payment of the Fee hereinafter defined, hereby grants a license to the Concessionaire to operate an exclusive concession at the Hinsdale Community Swimming Pool, 500 West Hinsdale Avenue, Hinsdale, Illinois 60521 ("Facility") within the Concession Area designated in Section 1.2 below~~area hereinafter provided~~, for the sole purpose of selling food and non-alcoholic beverages to patrons of the swimming pool, subject to the terms and conditions set forth herein.

1.2 *Location, Times of Operation.* This grant is a bare license only for the use of the 400 square foot portion of the concession area designated in *EXHIBIT "A"* ("Concession Area") of the Hinsdale Community Swimming Pool, 500 West Hinsdale Avenue, Hinsdale, Illinois 60521, for the concession purpose above. Concessionaire shall have no rights as a tenant or lessee by law, equity, or otherwise, in the Concession Area.

2. TERM.

2.1 *Initial Term:* The term of the License herein granted (the "Term") shall commence on its date of execution by the parties and shall end on April 30, 2025. An option to renew the contract for an additional two (2) years may be exercised ~~if both parties are in agreeance~~by mutual agreement of the parties, through April ~~30, of~~ 2027. Negotiations of fees may occur with the option to renew.

2.2 *Delivery.* ~~This License Agreement shall commence upon~~ The date of delivery of the Concession Area by Licensor to Concessionaire shall be ~~(the “Commencement Date”).~~

~~2.3 *License Year.* For the purpose of this License Agreement, the term “License Year” shall mean and refer to that period of twelve (12) full consecutive calendar months beginning with the first full calendar month of the Term and each subsequent period of twelve (12) consecutive calendar months during the Term. If the Term commences on other than the first day of a calendar month, then the initial fractional month of the Term plus the next succeeding twelve (12) full calendar months shall constitute the first License Year of the Term.~~

3. FEES.

The Concessionaire agrees to pay the Licensor a monthly fee of 10% of gross sales from May 28- Sept 5, 2022; May 27- Sept 4, 2023; and May 24- Sept 2, 2024. The Fee shall be made payable each month by the 15th, beginning on June 15th, 2022. The final percentage of gross sales is due in full by Sept. 15th of each year. Monthly sales documentation must be provided to the Licensor beginning June 15th, and each following month through September of each year. The Licensor shall have the right to request an audit of Concessionaire's sales records at any time during regular business hours upon forty-eight (48) hours notice.

4. **WATER, GAS AND ELECTRIC CHARGES.** Licensor will pay all water, sanitary sewer, natural gas, and electric light and power bills attributable to Concessionaire's use of the Concession Area during the time for which this License Agreement is granted.

5. **ASSIGNMENT.** Concessionaire shall have no authority or power to give, sell, transfer or assign this License Agreement or any interest therein.

6. **CONCESSIONAIRE NOT TO MISUSE.** Concessionaire will not permit any unlawful or immoral practice, with or without its knowledge or consent, to be committed or carried on in the Facility by its principals, agents, employees, or by any other person. Concessionaire will not allow the Facility to be used for any purpose that will increase the rate of insurance thereon, nor for any purpose other than that herein specified. Concessionaire will not keep or use or permit to be kept or used in or on the Facility or any place contiguous thereto any hazardous materials (as defined in all federal, state and local environmental laws, rules and regulations), flammable fluids or explosives, without the written permission of Licensor first had and obtained.

7. **CONDITION ON POSSESSION.** Concessionaire has examined and knows the condition of the Concession Area and has received the same in good order and repair, and acknowledges that no representations as to the condition and repair thereof, and no agreements or promises to decorate, alter, repair or improve the Concession Area, have been made by Licensor or its agent prior to or at the execution of this License Agreement that are not herein expressed.

8. **REPAIRS, MAINTENANCE AND ALTERATIONS.** At Concessionaire's sole cost and expense Concessionaire shall keep the ~~18'8" x 11" (375) square feet of the~~ Concession Area, and the appurtenances thereto, in a clean, sightly and healthy condition, and in good repair, all according to the statutes and ordinances in such cases made and provided, and the directions of public officers thereunto duly authorized, all at its own expense, and shall yield the same back to Licensor upon the

termination of this License Agreement, whether such termination shall occur by expiration of the Term, or in any other manner whatsoever, in the same condition of cleanliness, repair and sightliness as at the date of the execution hereof, loss by fire and reasonable wear and tear excepted. Concessionaire shall provide all janitorial supplies and services required to properly clean and operate the Concession Area and the equipment and furnishings. Concessionaire agrees to provide refuse containers within the Concession Area and in accordance with rules and regulations promulgated by the State of Illinois Environmental Protection Agency, the Illinois Department of Health and any local ordinance(s) promulgated by the Village of Hinsdale. Concessionaire shall be responsible for sanitation of garbage containers and the garbage storage areas of the Concession Area. Concessionaire is to haul the garbage and refuse from the Concession Area to the dumpster on the grounds of the Facility.

9. ACCESS TO FACILITY, CONCESSION AREA, ~~AND STORAGE AREA.~~

Concessionaire shall allow Licensor or any person authorized by Licensor free access to the Concession Area ~~and Storage Area~~ for the purpose of examining or inspecting the same, or to make any repairs or alterations thereof which Licensor may see fit to make. Concessionaire shall have the right to use any and all appurtenances and easements benefitting the Facility; and Concession Area ~~and Storage Area~~, and parking to support its intended use of the Concession Area ~~and Storage Area~~.

10. USE.

10.1 *Use.* Concessionaire may use and occupy the Concession Area for the purpose of providing food and non-alcoholic beverages to patrons of the Facility. Any proposed change in use must be reviewed and approved by the Licensor. ~~The Storage Area may only be utilized for the purpose of storing items associated with the operation of selling and/or providing such food and beverage items at the Concession Area.~~

10.2 *Food Items.* Concessionaire understands that it is the desire of the Licensor to offer to the patrons of the Facility a quality menu with a wide selection of food choices consistent with the safe and sanitary operation of the Village of Hinsdale Community Pool Concession Stand, space and equipment limitations, and cost and consumer demand. Subject to applicable laws, ordinances and regulations pertaining to the preparation and/or sale of same, Concessionaire is authorized to sell and serve food, hot and cold beverages, and confections. Concessionaire shall make every reasonable effort to ensure that all menu items shall be available and in stock at all times during the agreed days and hours of minimum operation as contemplated hereunder. Menu offerings, and any restrictions or limitations thereon, may expand or contract by mutual written agreement of the parties. The Licensor shall have the right to reject any food items suggested by the Concessionaire. Concessionaire shall not sell, or otherwise make available, any food or beverages without first obtaining all required licenses and permits.

10.3 *Days/Minimum Hours of Operation/Standard of Service.* Concessionaire shall operate the Concession Stand during all days and hours set forth in the schedule, which is attached hereto at EXHIBIT "~~CB~~". Concessionaire shall be required to be open during public swim sessions which are generally Monday through Friday 12:30 pm-8:00 pm, and Saturdays and Sundays from 12:00 pm-8:00 pm during regular summer hours. There will be reduced hours on Memorial Day, July 4th, Labor Day and for the two weeks at the beginning and end of the season. The food service provided by Concessionaire shall at all times be sanitary, courteous, ~~eloquent~~, efficient and

sufficient to meet the demands of the Village patrons and the food products shall be of the highest quality. The Licensor shall be the sole determiner of the adequacy of the service and quality of the products and services provided by Concessionaire. Concessionaire shall operate Concessions for birthday parties and private rentals at the Pool on such dates and at such times and are mutually agreed upon in writing by the parties.

10.4 *Compliance with Applicable Laws, Permits and Licenses.* During the Term, Concessionaire, at its expense, shall comply promptly with all laws, rules, and regulations made by any government authority having jurisdiction over Concessionaire's use of the Concession Area pertaining to (a) the physical condition of any improvements in the Concession Area; and (b) Concessionaire's specific business operations in the Concession Area. Compliance pursuant to this subsection ~~10-210.4~~ shall include, but is not limited to: the application and receipt of all Village of Hinsdale's applicable Permits, Licenses, and Certificates, and the proper payment of all applicable local, state and federal taxes to the Concessionaire or to the Concessionaire's business on the Property. In the event that the Concessionaire does not receive all applicable Village of Hinsdale's Permits, Licenses and Certificates by the Commencement Date or in the event that any of the applicable Permits, licenses or Certificates are terminated, cancelled or revoked by the Licensor during the term of the License Agreement for any reason(s) other than the intentional, willful and wanton, reckless, or negligent acts of the Concessionaire in contravention of any of the Concessionaire's obligations under this Agreement, then the Concessionaire and Licensor shall have no further rights or obligations under this License Agreement and this License Agreement shall be of no further force and effect.

10.5 *Trash Removal.* Licensor shall provide a lawful location at the Facility, enclosed if required by code of Licensor and convenient to the Concession Area, for sufficient trash receptacles for trash disposal and/or recycling to be installed by Concessionaire at its expense and to be exclusively for Concessionaire's use; or, if Concessionaire is sharing a trash dumpster supplied by Licensor, Concessionaire will pay its share of the costs of such dumpster based on the square footage of Concessionaire's store compared to the total square footage of all tenants sharing the trash dumpster.

10.6 *Supervision and Keys.* The Licensor shall retain keys to the Concession Stand and shall provide Concessionaire with duplicate keys thereto. Concessionaire shall not change the locks. Concessionaire shall be responsible for supervising and securing the Concession Stand at all times.

10.7 *Employees.* Concessionaire agrees to comply and to cause its employees to comply fully with the Federal Equal Employment Opportunities Act and the Illinois Human Rights Act, Americans with Disabilities Act and all applicable rules and regulations promulgated thereunder and all amendments made thereto, and Concessionaire represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of Concessionaire's services, or denied employment opportunity by Concessionaire on the basis of race, creed, color, religion, sex, national origin or ancestry, age, disability unrelated to ability, marital status, or unfavorable discharge from military service.

10.8 *Tax I.D.* Concessionaire shall make all necessary applications for a federal identification tax number, state sales tax number and a payroll tax number; and file all tax returns as required by law.

10.9 *Adequate Staffing.* Concessionaire shall employ at its own cost and expense, a sufficient number of qualified personnel, and agrees that the services provided by such personnel to the public shall be provided in a courteous, businesslike and efficient manner.

10.10 *Employee Training.* Concessionaire shall train and closely supervise all employees so that they consistently maintain and practice a high standard of cleanliness, courtesy and service.

11. EQUIPMENT.

11.1 *Necessary Equipment.* Except any equipment provided by the Licensor under this Agreement, Concessionaire shall provide all necessary equipment items necessary to adequately maintain and operate the Concession Stand. In the event Concessionaire is required to or must install certain equipment items within the Concession Area, Concessionaire shall obtain the written consent of the Licensor prior to such installation. Any ~~approved~~ equipment installed by Concessionaire within the Concession Area shall be in accordance with applicable building codes and health ordinances and any conditions imposed by the Licensor. ~~Any remodeling or repairs~~ required as a result of the installation or removal of any equipment shall be completed only with the Licensor's prior written consent and at Concessionaire's sole cost and expense to the satisfaction of the Licensor. All improvements, fixtures and personal property located in, on or affixed to the Concession Area prior to Concessionaire's first entrance therein, are and shall remain the property of the Licensor. Alterations, improvements and fixtures made or installed by Concessionaire shall become the property of the Licensor at the end of the Term, unless Licensor requires Concessionaire to remove same. Concessionaire shall be responsible for and shall pay to the Licensor promptly upon demand, the full cost of any restoration or repair to the Village of Hinsdale Community Pool Concession Stand, which results from the removal of such alterations, improvements and/or fixtures. Concessionaire and the Licensor shall, at dates and times agreed upon in advance by both parties, conduct periodic inspections of the Concession Area and equipment to ensure conformity with all applicable federal, state, county and local laws, ordinances, rules and regulations, to identify any deficiencies therein, and to coordinate remedial actions and responsibilities as necessary between the parties.

11.2 *Use of Licensor Owned Equipment.* In furtherance of the operation of the Concession Stand, Concessionaire shall be permitted to use the furniture and equipment owned by the Licensor and listed on Exhibit "~~DC~~" attached to and incorporated by referenced in this License Agreement (collectively, the "Concession Equipment"). Concessionaire shall exercise good care in its use of the Concession Equipment and shall be responsible for maintaining all other equipment including items listed as on Exhibit "~~DC~~", in as good or better condition as existed immediately prior to Concessionaire's use thereof, ordinary wear and tear accepted. The maintenance of an orderly and clean appearance of the Concession Area and the maintenance in good condition and repair of all other equipment not specified in equipment list in the Concession Area is an essential obligation of Concessionaire. Concessionaire and Licensor shall mutually provide and sign off on, at least quarterly, a written report documenting the condition and continued suitability of the Concession Equipment and other equipment located in the Concession Area and not specifically listed in Exhibit "~~DC~~". Concessionaire shall not remove any of the Concession Equipment from the Concession Area. In the event that during the Term any of the Concession Equipment is

damaged, destroyed, or fails to operate on account of Concessionaire's wrongful act or neglect, or is missing, Concessionaire shall pay the entire cost for repair or replacement as determined necessary by the Licensor.

11.3 *Failure of Licensor Owned Equipment.* In the event any of the Concession Equipment, in Exhibit "~~DC~~" and/or owned by the Licensor, fails to operate during the Term through no fault of Concessionaire, the Licensor shall determine, in its sole discretion, whether the Concession Equipment can and should be repaired and, if the Licensor determines that such Concession Equipment should be repaired, the costs for such repair shall be borne by the Licensor. In the event the Licensor determines that such Concession Equipment cannot or should not be repaired, the Licensor may, but shall be under no obligation to, replace the same. The cost of any such replacement may be shared on such basis as the parties may mutually agree. Under no circumstances shall the decision of the Licensor not to repair or replace any Concession Equipment or the failure of the Licensor to repair or replace any Concession Equipment constitute a breach by the Licensor of its obligations under this License Agreement, or otherwise permit Concessionaire to terminate this License Agreement, it being understood that the provision by the Licensor to Concessionaire of the use of the Concession Equipment is not an obligation of the Licensor under this Agreement. Concessionaire shall provide all furniture and equipment not provided by the Licensor which is necessary for Concessionaire to properly carry out its obligations under this License Agreement.

12. ACCESS, INSPECTION.

12.1 *Right of Entry.* The Licensor reserves the rights to enter upon the Concession Area at any reasonable time to insure compliance by Concessionaire with the covenants of this Agreement, and to do any and all work of any nature which it deems necessary for the preservation, maintenance and operation of the Concession Area or other portions of the Licensor's property affected by Concessionaire's operations. Concessionaire shall be liable for all expenses incurred by the Licensor, including hourly labor charges, for work done to preserve and maintain the Concession Space or other affected portions of the Licensor's property when such work is required as a result of Concessionaire's negligence or non-compliance with its obligations under this Agreement.

12.2 *Evaluation of Concessionaire.* The Licensor also reserves the right, but shall have no duty, to evaluate the services of Concessionaire and its performance under this Agreement, generally, and in the event such services or performance are not in conformity with the requirements of this Agreement as determined by the Licensor, to terminate this Agreement as provided herein. The foregoing rights of the Licensor are not intended to create an shall not be construed as creating or imposing any affirmative obligation on the part of the Licensor to inspect, maintain or repair the Concession Space or any other portions of the Facility, on or any liability on the part of the Licensor for its failure to make any such inspections or repairs or to perform any maintenance function required otherwise to be performed by Concessionaire under this Agreement.

13. NON-LIABILITY OF LICENSOR. Except as provided by Illinois statute, Licensor shall not be liable to Concessionaire for any injury, damages, loss or costs sustained or

incurred by Concessionaire, its employee's, agents or anyone under its direction and control arising out of the operation of the Concession Stand except to the extent caused by the negligence or willful and wanton conduct of the Licensor, its officers, employees and/or agents.

14. RESTRICTIONS (SIGNS, ALTERATIONS, FIXTURES). Concessionaire shall not attach, affix or exhibit or permit to be attached, affixed or exhibited, except by Licensor or its agent, any articles of permanent character or any sign, attached or detached, with any writing or printing thereon, to any window, floor, ceiling, door or wall in any place in or about the Concession Area, or upon any of the appurtenances thereto, without in each case the written consent of Licensor.

15. FIRE AND CASUALTY. In case the Concession Area shall be rendered untenable by fire, explosion or other casualty, Licensor may, at its option, terminate this License Agreement or repair the Concession Area within forty-five (45) days. If Licensor does not repair the Concession Area within said time, or the Facility containing the Concession Area shall have been wholly destroyed, the Term hereby created shall cease and terminate.

16. INSURANCE; INDEMNITY.

16.1 *Concessionaire's Insurance.* During the Term of this License Agreement, Concessionaire shall obtain and keep in full force and effect, the following insurance which may be provided under blanket insurance policies covering other properties as well as the Concession Area and shall be maintained with an insurance company with an A.M. Best Company ("Best's") rating of at least A- and a Best's financial performance rating of at least 7. Upon Licensor's request, Concessionaire will provide Licensor with a certificate(s) evidencing such insurance and a receipt indicating up-to-date payment of all premiums. Such insurance shall include an "each occurrence" limit of not less than One Million Dollars (\$1,000,000.00) and a general aggregate limit of not less than One Million Dollars (\$1,000,000.00). All such policies shall name the Village of Hinsdale, its officers and employees as an additional insured and shall be primary with respect to any claim arising out of events that occur in the Concession Area and the ~~all~~ areas in or near the Facility. Unless otherwise approved by the Licensor, the insurance shall include the following coverages:

General Liability: comprehensive form, premises-operations, underground hazard, products/completed operations hazard, contractual insurance, broad form property damage, independent contractors, personal injury;

Automobile Liability: comprehensive form, owned, hired, non-owned;

Workers' Compensation and Employers' Liability; Fire and Other Physical Damage and Product Liability.

16.2 *Notice of Cancellation of Insurance Policy.* Each insurance policy and certificate shall contain a provision indicating that it cannot be modified, amended, canceled or non-renewed without at least thirty (30) days advance written notice to the Licensor.

16.3 *Waiver of Subrogation.* Neither Licensor nor Concessionaire shall be liable to the other or to any insurance company (by way of Subrogation or otherwise) insuring the other party for any loss or damage to any building, structure or other tangible property, or any resulting loss of income and benefits, even though such loss or damage might have been occasioned by the negligence of such party, its agents or employees if any such loss or damage is covered by insurance benefitting the party suffering such loss or damage or was required to be covered by insurance pursuant to this License Agreement. Concessionaire shall require their respective insurance companies to include a standard waiver of Subrogation provision in its policy.

16.4 *Indemnification by Concessionaire.* Concessionaire shall defend, protect, indemnify, and hold Licensor, Licensor's agents, officers, directors, employees and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any and all third party claims arising directly or indirectly out of (a) injuries occurring within the Concession Area; (b) any intentional acts or negligence of Concessionaire or Concessionaire's agents, officers, employees, or contractors; (c) any breach or default in the performance of any obligation on Concessionaire's part to be performed under this License Agreement; or (d) the failure of any representation or warranty made by Concessionaire herein to be true when made. This indemnity does not include the intentional or negligent acts or omissions of Licensor or its respective agents, officers, contractors or employees. This indemnity shall survive termination of this License Agreement only as to claims arising out of events that occur prior to termination of this License Agreement.

16.5 *Indemnification by Licensor.* Licensor shall defend, protect, indemnify, and hold Concessionaire and Concessionaire's agents, officers, directors, employees and contractors harmless against and from any and all injuries, costs, expenses, liabilities, losses, damages, injunctions, suits, actions, fines, penalties, and demands of any kind or nature (including reasonable attorneys' fees) arising in connection with any and all third party claims arising out of any intentional acts or negligence of Licensor or Licensor's agents, officers, employees, or independent contractors. This indemnity does not include the intentional or negligent acts or omissions of Concessionaire or its agents, officers, contractors or employees. This indemnity shall survive termination of this License Agreement only as to claims arising out of events that occur prior to termination of this License Agreement.

17. TERMINATION.

A. In the event Concessionaire shall breach or be in default, under any of the provisions of this Agreement, with the exception of provisions relating to maintenance of insurance, the Licensor may terminate the License and this Agreement if Concessionaire shall not have cured such default within ten (10) days after the Licensor shall have notified Concessionaire thereof in writing. Pursuant to this paragraph, grounds for termination include, but are not limited to the following:

1. The abandonment or discontinuance of the Concessionaire's operation for fifteen (15) consecutive days during the Term of this Agreement.

2. The sale by the Concessionaire of any items other than those allowed to be sold pursuant to this Agreement.
3. The gift, sale, license, assignment or other transfer of any of the rights described herein to any individual, corporation, partnership or entity other than the Concessionaire, without the express prior written consent of the Licensor.
4. Failure of the Concessionaire to pay the Fee owed the Licensor pursuant to the terms of this Agreement, within ten (10) days of the due date.
5. The making of any false or misleading material statement or misrepresentation to the Licensor by or on behalf of the Concessionaire as a part of this Agreement or any other agreement between the Licensor and the Concessionaire.
6. Any failure to comply fully with the terms and conditions of this License Agreement.
7. In the event Concessionaire shall have (1) filed a voluntary petition in bankruptcy or made an assignment for benefit of creditors; (2) consented to the appointment of a receiver or trustee of all or part of its property; or (3) an involuntary petition in bankruptcy shall have been filed in regard to Concessionaire and the same shall not have been dismissed within ten (10) days of such filing, the License shall automatically terminate.

~~8. Upon sixty (60) days prior written notice by either party to the other.~~

- B. In the event Concessionaire shall breach or be in default, under the insurance provisions of this Agreement, the Licensor may terminate the License and this Agreement immediately without affording Concessionaire an opportunity to cure the breach or default, upon written notice to Concessionaire.

~~C. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice to the other party.~~

18. COSTS AND FEES. Concessionaire shall pay upon demand all Licensor's reasonable costs, charges and expenses, including reasonable fees of attorneys, agents and others retained by Licensor, incurred in enforcing any of the obligations of Concessionaire under this License Agreement or in any litigation, negotiation or transaction in which Licensor shall, without Licensor's fault, become involved through or on account of this License Agreement.

19. COMPLIANCE WITH LAWS. Concessionaire shall comply fully and cause its employees to comply fully with all federal, state, county and local laws, rules and regulations applicable to its operation of the Concessions and the performance of its obligations under this Agreement, and shall obtain at its own cost and expense, or, when applicable, shall reimburse the Licensor for acquiring, all permits and licenses which may be required in order for

Concessionaire to conduct its business operations with respect to the Concessions, including without limitation the following:

- a. Concessionaire shall comply fully and cause its employees to comply fully with all laws, ordinances, rules and regulations pertaining to food preparation, service and sanitation, and sale and service of non-alcoholic beverages.
- b. Concessionaire shall comply and cause its employees to comply with the Title VII of the Federal Civil Rights Act of 1964, the Civil Rights Act of 1991, the Age Discrimination in Employment Act, the Illinois Human Rights Act and the Americans under Disabilities Act and with all applicable rules and regulations promulgated there under, and Concessionaire represents, certifies and agrees that no person shall be denied or refused service or other full or equal use of Concessionaire's services, nor denied employment opportunities by Concessionaire, on the basis of race, creed, color, religion, sex, national origin or ancestry, citizenship status, age, physical or mental handicap unrelated to ability, marital status, unfavorable discharge from military service, association with a person with a disability, or other basis prohibited by applicable law. Concessionaire certifies that it currently has in place, and shall maintain in place during the License Term, a written sexual harassment policy as required under the Illinois Human Rights Act.
- c. Concessionaire certifies that no official, employee or agent of the Licensor has been employed or retained to solicit or aid in the procuring of this Agreement, or will be employed or otherwise benefit from this Agreement.
- d. Concessionaire certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Contractor shall execute the attached Certification at EXHIBIT "~~FE~~".
- e. Concessionaire certifies that it is not delinquent in the payment of any taxes to the Illinois Department of Revenue. Contractor shall execute the attached Certification at EXHIBIT "~~FE~~".
- f. ~~Concessionaire certifies that all of the information and representations contained in its Concession RFP Response, and submitted to the Licensor on 12/14/18, are true and correct.~~
- g. Concessionaire shall provide copies of all permits and licenses, including but not limited to, Illinois Public Health Department Food Permits, and copies of any reports and/or citations by IDPH or other inspecting agency.

20.

CRIMINAL BACKGROUND CHECKS.

20.1 *Criminal History Search.* With respect to each individual eighteen (18) years of age and older who is or who will be employed by the Concessionaire to work or assist in the operation of the Concession Stand, Concessionaire shall have the Illinois Department of State Police conduct a search of the Illinois criminal history records database to ascertain if the such individual(s) being considered for employment at the Concession Stand has been convicted of, or adjudicated a delinquent minor for, committing or attempting to commit any of the enumerated criminal or drug offenses in subsection (c) of this Section or has been convicted of committing or attempting to commit, within 7 years of the date that the search began, any other felony under the laws of the State of Illinois.

20.2 *Report of Convictions.* If the search of the Illinois criminal history record database indicates that the individual has been convicted of, or adjudicated a delinquent minor for, committing or attempting to commit any of the enumerated criminal or drug offenses referenced below or has been convicted of committing or attempting to commit, within 7 years of the date the search began, any other felony under the laws of this State, the Department of State Police and the Federal Bureau of Investigation shall furnish, pursuant to a fingerprint based background check requested by the Concessionaire, records of convictions or adjudications as a delinquent minor, until expunged, to the chief executive or operating officer of Concessionaire, or in the absence thereof, to such individual as the Licensor shall designate in writing.

20.3 *Prohibited Employees.* Concessionaire shall not knowingly employ at the Concession Stand nor allow to assist Concessionaire in its operation of the Concession Stand any individual who has been convicted, or adjudicated a delinquent minor, for committing attempted first degree murder or for committing or attempting to commit first degree murder, a Class X felony, or any one or more of the following offenses: (i) those defined in Sections 11-1.20, —11-1.30, 11-1.40, 11-1.50, 11-1.60, 11-6, 11-9, 11-14, 11-14.3, 11-14.4, 11-15, 11-15.1, 11-16, 17, 18, 11-19, 11-19.1, 11-19.2, 11-20, 11-20.1, 11-20.18, 11-20.3, 11-21, 11-30, 12-7.3, 12-7.4, 12-7.5, 12-13, 12-14, 12-14.1, 12-15, and 12-16 of the Illinois Criminal Code of 2012; (ii) those defined in the Illinois Cannabis Control Act, except those defined in Sections 4(a), 4(b), and 5(a) of that Act; (iii) those defined in the Illinois Controlled Substances Act; (iv) those defined in the Methamphetamine Control and Community Protection Act; and (v) any offense committed or attempted in any other state or against the laws of the United States, which, if committed or attempted in the State of Illinois, would have been punishable as one or more of the foregoing offenses. Further, Concessionaire shall not knowingly employ nor allow to work at the Concession Stand any person who has been found to be the perpetrator of sexual or physical abuse of any minor under 18 years of age pursuant to proceedings under Article II of the Illinois Juvenile Court Act of 1987. Concessionaire shall not knowingly employ nor allow any person to assist in its operation of the Concession Stand for whom a criminal background investigation has not been completed and the results of which indicate that the person upon whom such search was conducted was convicted of one or more of the foregoing enumerated offenses within 7 years of the date that such criminal background search was initiated.

20.4. *Certification of Employees.* Not later than May 15 of each year that this Agreement is in effect Concessionaire shall file with the Licensor a notarized written certification setting forth the names and addresses of all individuals employed or to be employed by Concessionaire to assist in the operation of the Concession Stand or to work at the Concession Stand at any time during the initial Term or any extension or renewal Term of this Agreement. Concessionaire shall not thereafter permit any additional individual eighteen (18) years of age or older and not named in said certification to assist in the operation of the Concession Stand or to be employed by Concessionaire to work at the Concession Stand without having first completed a satisfactory criminal background search as set forth herein.

20.5 *Certification.* Concessionaire certifies that no official, employee or agent of the Licensor has been employed or retained to solicit or aid in the procuring of this Agreement, or will be employed or otherwise benefit from this Agreement.

21. TAXES. Concessionaire shall be responsible to pay any and all federal, state and local real estate – if any, leasehold – if any, sales, or other tax, which may be assessed against all or any portion of the Concession Space solely as a result of Concessionaire's operation of the Concession Stand or as a result of the Concessionaire's sales of food and beverages on the grounds of the Facility, including the Concession Area.

22. RELOCATION. The Licensor reserves the right at any time during the Term of the License Agreement to relocate the operation of the Concession Stand to a different location on the grounds of the facility, provided that in the opinion of the Licensor such relocation will be inconvenient to its patrons nor reduce the Concessionaire's sales.

23. NOTICES. Whenever a provision is made under this License Agreement or by law for any demand, notice or declaration of any kind, or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other party, it shall be in writing and served either personally or sent by United States mail, certified, postage prepaid, or by pre-paid nationally recognized overnight courier service, addressed at the addresses set forth below or at such address as either party may advise the other from time to time.

To the Licensor at: Village of Hinsdale
Attention: Superintendent of Parks and Recreation
19 E. Chicago Avenue
Hinsdale, Illinois 60521
(630) 789-7092(Telephone)
(630) 789-7016 (Fax)

with a copy to: ~~Lance C. Malina~~Michael A. Marrs
Klein, Thorpe and Jenkins, Ltd.
20 North Wacker Drive, Suite 1660
Chicago, Illinois 60606
(312) 984-6400 (Telephone)

(312) 984-6444 (Fax)

To the Concessionaire: Greg White
Sauced Pizzeria and Bar, LLC.
114 South Washington
Hinsdale, IL 60521
(630)654-4600

24. GENERAL PROVISIONS.

24.2 *Rules and Regulations.* Concessionaire shall keep and observe such reasonable rules and regulations now or hereafter required by Licensor, which may be necessary for the proper and orderly care of the Concession Area.

24.3 *Binding Effect.* All covenants, promises, representations and agreements herein contained shall be binding upon, apply and inure to the benefit of Licensor and Concessionaire and their respective heirs, legal representatives, successors and assigns.

24.4 *Rights and Remedies.* The rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

24.6 *Authority.* Each of the Licensor and Concessionaire hereby represents and warrants that this License Agreement has been duly authorized, executed and delivered by and on its behalf and constitutes such party's valid and binding agreement in accordance with the terms hereof.

24.7 *Time of Essence.* Time is of the essence to the parties executing this License Agreement.

24.8 *Interpretation.* Paragraph and Section headings are not a part hereof and shall not be used to interpret the meaning of this License Agreement. This License Agreement shall be interpreted in accordance with the fair meaning of its words and both parties certify they either have been or have had the opportunity to be represented by their own counsel and that they are familiar with the provisions of this License Agreement, which provisions have been fully negotiated, and agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

24.9 *No Incorporation of Prior Agreements; Amendments.* This License Agreement contains all agreements of the parties as of the date hereof with respect to any matter mentioned herein. No prior agreement, correspondence or understanding pertaining to any such matter shall be effective to interpret or modify the terms hereof. This License Agreement may be modified only in writing, signed by the parties in interest, at the time of the modification. Licensor specifically acknowledges that Concessionaire's employees at the Concession Area do not have authority to modify the License Agreement or to waive Concessionaire's rights hereunder.

24.10 *Waivers.* No waiver by Licensor or Concessionaire of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Concessionaire or Licensor of the same or any other provision. A party's consent to or approval of any act shall not be deemed to render unnecessary obtaining such party's consent to or approval of any subsequent act. No waiver shall be effective unless it is in writing, executed on behalf of Licensor or Concessionaire by the person to whom notices are to be addressed.

24.11 *Licensor/Concessionaire Relationship.* It is understood, acknowledged and agreed by the parties hereto that the relationship of Concessionaire to the Licensor arising out of this Agreement shall be that of an independent contractor and that there is no relationship of principal and agent between the Concessionaire and the Licensor, and that this Agreement shall not be construed in any way as creating the relationship of agency, partnership or joint venture between the parties hereto. Neither Concessionaire nor any employee or agent of Concessionaire is an employee or agent of the Licensor.

24.12 *Vendors.* Prior to commencing concession operations in the Concession Area and or prior to the first utilization of a vendor for the operation of the Concession Stand, Concessionaire shall provide the Licensor with a complete list of the names and addresses of vendors from whom Concessionaire will be purchasing goods and/or services in connection with the Concessions. Concessionaire understands and acknowledges that the purpose of such list is to enable the Licensor, if it chooses, to notify the vendors of the independent relationship of Concessionaire and to advise them that Concessionaire and not the Licensor is solely responsible for the payment of goods or services purchased from such vendors.

24.12 *Brokers.* Licensor and Concessionaire each represent to the other that they have not dealt, directly or indirectly, in connection with the licensing of the Concession Area, with any other broker or person entitled to claim a commission or other fee. In no event may this License Agreement be construed to create any express or implied obligation on the part of Tenant to perform this License Agreement on behalf of any broker (or any person claiming a commission or leasing fee) as primary obligee or as a third party beneficiary. Licensor and Concessionaire each shall indemnify and hold each other harmless from any loss, liability, damage, or expense (including without limitation reasonable attorneys' fees) arising from any claim for a commission or other fee arising out this transaction made by any unidentified broker or other person with whom such party has dealt.

24.13 *Introductory Clauses.* The introductory whereas clauses contained herein shall be considered material terms of this Agreement.

24.14 *Governing Law.* This Agreement shall be governed by Illinois law and venue fixed in DuPage County, Illinois.

24.15 *Severability.* If any clause, phrase, provision or portion of this License Agreement or the application thereof to any person or circumstance shall be invalid, or unenforceable under applicable law, such event shall not affect, impair or render invalid or unenforceable the remainder of this License Agreement nor any other clause, phrase, provision or portion hereof, nor shall it

affect the application of any clause, phrase, provision or portion hereof to other persons or circumstances.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year written below.

THE VILLAGE OF HINSDALE

Sauced Pizzeria and Bar, LLC.

Village Manager, Kathleen A. Gargano

Authorized Officer

Print Name: _____

Its: _____

Date: _____

Date: _____

ATTEST:

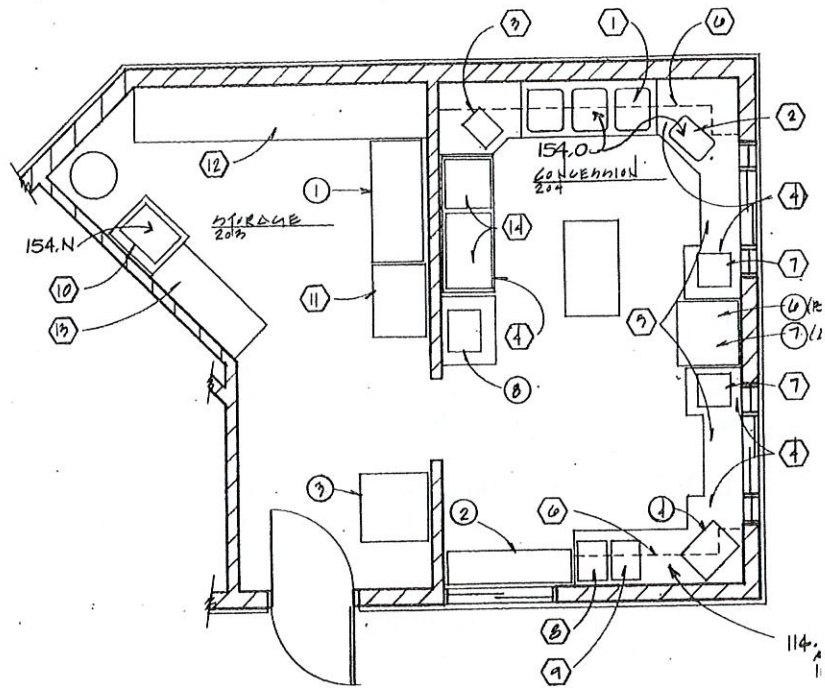
ATTEST:

Village Clerk, Christine Bruton

Print Name: _____

Its: _____

EXHIBIT "A"



Community Pool Concession Area

EXHIBIT E"B"

Pool Concession Service

- Concessions will be required to be open during public swim sessions which are generally Monday through Friday 12:30 pm-8:00 pm, Saturday and Sundays from 12:00 pm-8:00 pm during regular summer hours. There will be reduced hours on Memorial Day, July 4th, Labor Day and for the two weeks at the beginning and end of the season.
- Concessions will be provided during Town Team Swim meets that are held on weekday evenings during regular pool hours and on Saturday mornings prior to general open swim at 8:30 am.
- The Concessions will be required to be open for the annual Hinsdale Swim Meet which is held during the second weekend of July for three days. The swim meet hours are 6:00 am-8:00 pm. The Concessionaire will be the only food vendor for the three day swim meet.
- Operations are dependent on weather conditions. Facilities will close temporarily for inclement weather and will re-open when weather conditions allow.
- The Village offers birthday parties and non-public private rentals. The vendor will be required to provide food and beverages for these events and other pool special events as requested.
- Historically there have been approximately 24,000 visits to the Community Pool annually. Average daily attendance for a Saturday is 475 guests. The bathing load capacity of the pool is 1,000 guests.
- Guests are allowed to bring in outside food, however it is not encouraged.

EXHIBIT “~~D~~C”

EQUIPMENT

The Village of Hinsdale will make the following existing equipment available for the concession operation at the Swimming Pool:

- one single door upright commercial stainless steel freezer
- one commercial stainless steel double door upright commercial refrigerator
- commercial griddle
- ice machine
- popcorn machine
- NFS approved shelving
- a range hood measuring 48” x 36”.

EXHIBIT “**ED**”

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____ (name), certify that I am employed as the
_____ (title) of _____ (Sauced Pizzeria and Bar, LLC.),
and I hereby certify that I am authorized to make this certificate and that I have personal
knowledge of the matters certified to herein, and that the company named above is not barred
from contracting with any unit of state or local government as a result of a violation of either
Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

Firm Name

By: _____
Name/Title

Signature

SUBSCRIBED AND SWORN to before
me this _____ day _____, 2022.

Notary Public

EXHIBIT “~~F~~E”

TAX COMPLIANCE CERTIFICATION

Illinois Department of Revenue – Tax Compliance

Sauced Pizzeria and Bar, LLC. having submitted a proposal to operate the Concession Stand at the Hinsdale Community Swimming Pool to the Village of Hinsdale, hereby certifies that said contractor is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, or if it is:

- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: _____
Authorized Agent of Contractor

Subscribed and sworn to
Before me this ____ day of
_____, 20 ____.

Notary Public



8a

MEMORANDUM

DATE: February 8, 2022

TO: Chairman Waverley and Members of the Parks & Recreation Commission

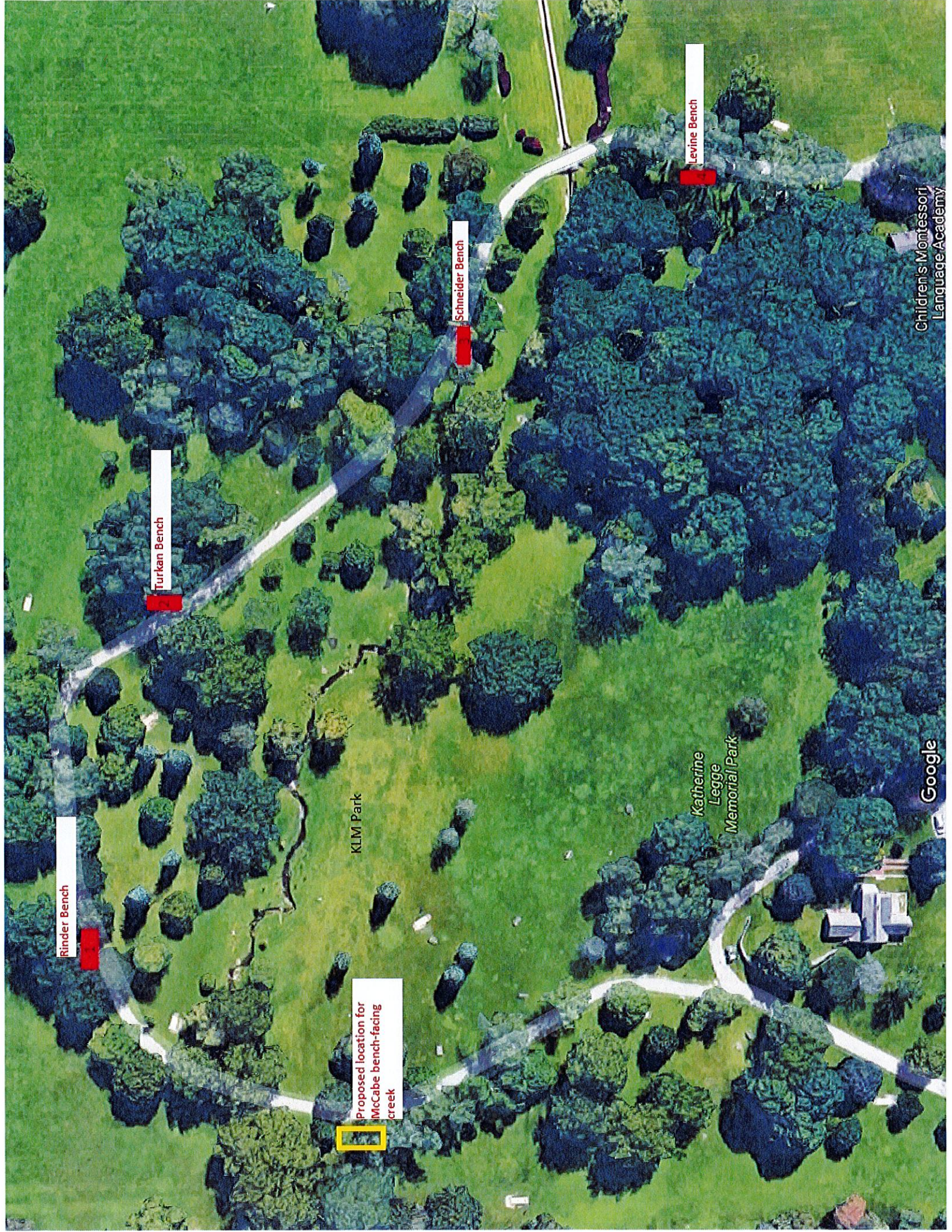
FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Bench Donation Application-McCabe

An application for Bench Donation has been submitted to the Parks & Recreation Commission and Village staff for consideration. Ms. Vera McCabe has requested to donate a park bench with plaque, which would be displayed for use in Katherine Legge Memorial Park. This donation is done in memory of her husband and daughter.

Staff has reviewed the application related to the established Art Donation Policy and would like to note a few items. First, the bench will require minimal upkeep, so should not create an undue burden on Village personnel for maintenance. The donated bench will be a new bench location at the park (see attached map). Staff has verified that the proposed location is available and will not impede any park activities. The location is adjacent to the existing walking path. Lastly, installation will be a minor process, and Public Service staff has agreed to perform this for the donor.

Additional attached documents include the completed Art Donation application, and a map indicated the proposed bench location.



Rinder Bench

Turkan Bench

Schneider Bench

Levine Bench

KLM Park

Katherine
Legge
Memorial Park

Proposed location for
McCabe bench-facing
creek

Children's Montessori
Language Academy

Google

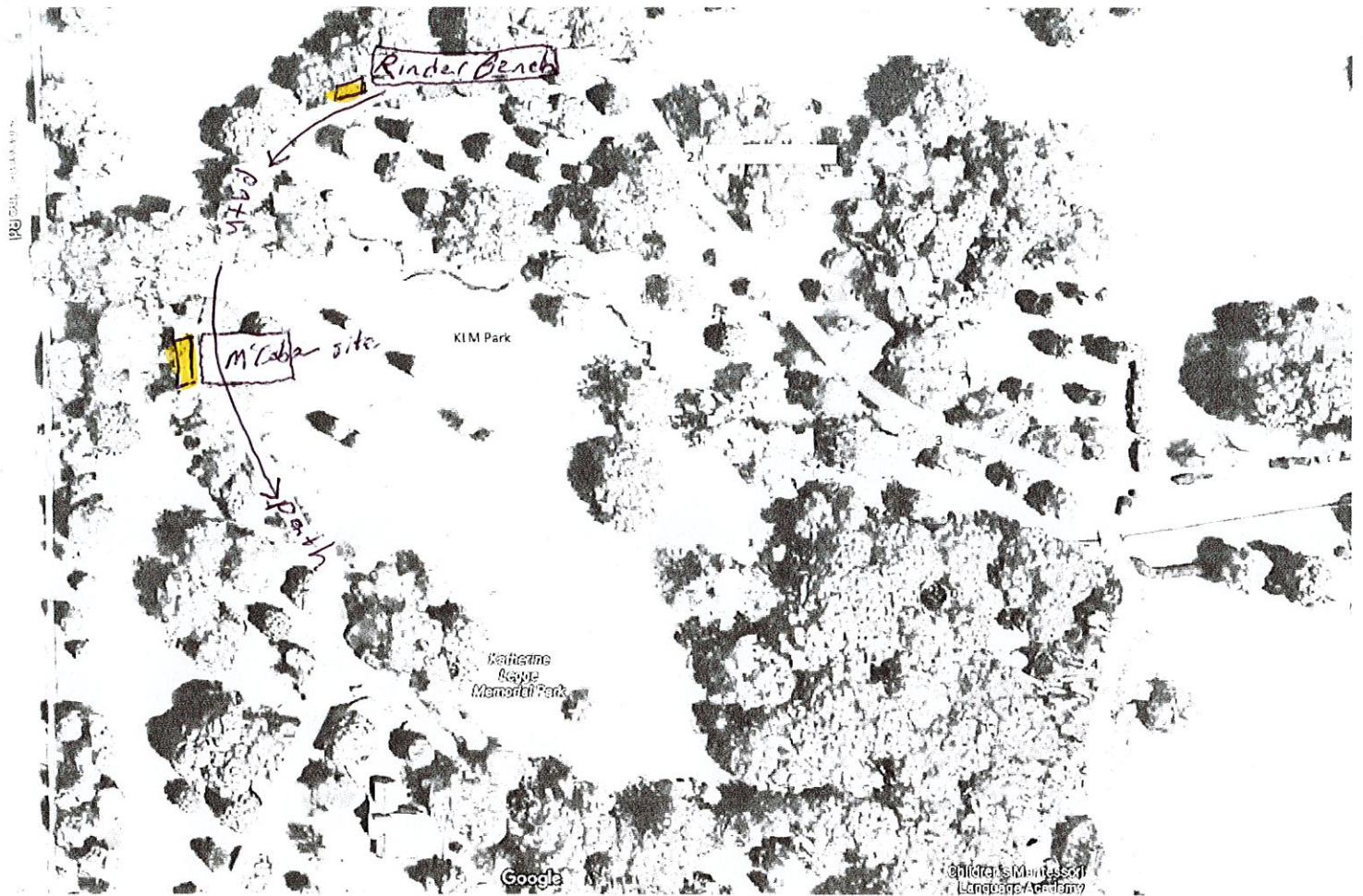
**VILLAGE OF HINSDALE
Park and Recreation
Donation Policy**

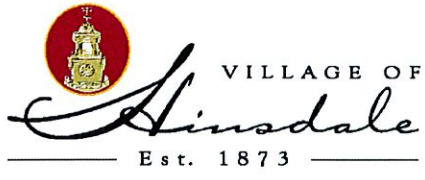
Donation Application for Art Work, Monuments and Non-conforming donations																																																																																										
Application must include a summary to demonstrate how the proposed donation meets the application criteria established in the policy.																																																																																										
Name of Donor: <div style="text-align: center; font-family: cursive;">VERA McCABE</div>																																																																																										
Address of Donor: <div style="text-align: center; font-family: cursive;">149 W. KENNEDY LANE, UNIT 301, HINSDALE, IL 60521</div>																																																																																										
Phone Number: Work: Home: <i>CELL 630-698-2755</i> Fax:																																																																																										
Email: <div style="text-align: center; font-family: cursive;">vera.dgn@hotmail.com</div>																																																																																										
Description of Donation (if available provide a photo): <div style="text-align: center; font-family: cursive;">Black bench in KLM Park</div>																																																																																										
Proposed Location of Donation: <div style="text-align: center; font-family: cursive;">On same side of path as Rinder bench on a bit of hill. Same distance as Rinder bench is from Tuckan bench.</div>																																																																																										
Requested Wording on Memorial Acknowledgement:																																																																																										
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19	42	-	20	10							19	93	-	20	21																																																																											
Value of Donation: \$ <i>1856.00</i>																																																																																										

I have read the Donation Policy
 Requested by: *Vera McCabe* Date: *1/5/2022*
 Reviewed by: _____ Date: _____

Donation Cost Calculations	
Element Type:	
Value of Donation	\$
Cost of Plaque	\$
Life Cycle Term	Years (x)
Annual Life Cycle Cost (determined by Village staff)	\$
Life Cycle Cost	\$
Total Cost of Donated Element	\$ (

Board of Trustees Approval: : _____ Date: _____





MEMORANDUM

DATE: February 8, 2022

TO: Chairman Waverley and Members of the Parks & Recreation Commission

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Discussion-Dog Off-Leash Considerations

Staff was charged with providing a review of the current off-leash ordinance at Katherine Legg Memorial Park (KLM). The review is intended to address and provide solutions to current issues with the off-leash space. Attached are a number of items to consider. These items were all mentioned at the public meetings in 2021 either by community members or commission members. Additionally, each item includes feedback staff received from commission members.

Staff is requesting the commission review and discuss the merits of each item. This topic will not be voted on until at least the April 2022 meeting, providing the community time to submit feedback as well.

Dog Off-Leash Considerations

Proposed Usage

- Retain current off-leash space north of creek
- Restructure off-leash north of creek hours
 - November 1- March 31 6am-10am and 4pm-7pm
 - April 1- October 31 6am-10am and 6pm-9pm
- The following is required
 - Permit required, FREE for Hinsdale residents, \$50/dog for non-residents, two dog max
 - In order to issue permit, must sign waiver acknowledging agreement to the following:
 - rules of space, including hours
 - proof of vaccinations and licensing (when applicable)
 - agreement to wear or visibly display permit (allows easily enforcement by PD/Staff)-not having permit displayed results in fine (would provide a lanyard with color coded permit card-similar to pool passes- each year)
 - acknowledgment that they received a paper copy of the rules/hours etc
 - acknowledgment of ticketing fees and possible revocation if more than 2 violations
 - Citations would be current pricing for violations that happen during open hours (off leash in wrong area, no permit displayed etc.), but would be more if violation occurs off hours (\$100)

Proposed Corrections to Current Issues

- Enforcement and compliance
 - Ticket writing campaign to show desire to enforce rules
 - Ask PD to increase patrols of NE corner specifically
 - Dog park volunteer positions (help with self-policing, educating on new rules)
 - Doesn't need to be constant, could be done when new rules take effect and at each seasonal hour change for a few weeks
- Add additional signage to the entire park
 - clearly listing main rules and delineating hours/locations, especially at all entrance points.
 - Include signage for disc golf rules/use
 - Lower signage to eye level
- Close dog hours and Disc Golf hours on "Work Wednesdays" during April –Oct hours from 8am-10am (still allow 6am-8am hours)

- Would move to Thursday morning in the event of inclement weather
- Improve existing fencing (fix holes, gaps, etc)
- Create page on website dedicated to dog off leash information/and dog in other park info
- Create an email group with all permit people so we can update them on changes, closures, events etc.
- Add an aggressive dog policy

Other

- Proposed update Village leash law- Allowing walking leashed dogs through all parks
 - Alternately allowing dogs at KLM at all hours but leashed outside of off-leash hours
- Exploring another location for a fenced dog park
 - Ehret and Veeck mentioned
- Addressing access at the Hinsdale Meadows gate
- Proposal to add walking path lights
 - Possibly solar powered
 - Automatic on and off when park closes