



## MEETING AGENDA

**MEETING OF THE  
PARKS AND RECREATION COMMISSION  
Tuesday, April 11, 2017  
7:00 p.m.  
Memorial Building-Memorial Hall  
(Tentative and Subject to Change)**

1. Approval of Minutes – March 7, 2017
2. Liaison Reports
  - a. Gateway Special Recreation Association Report
3. Monthly Reports
  - a. Recreation Staff Report
  - b. Financial Report
4. Old Business
  - a. Update on Pool Concessions Contract
  - b. Update on Pool Green Space options
5. New Business
6. Correspondence
7. Other Business
  - a. Village Funding
  - b. Summer Meeting Schedule
8. 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 Darrell Langlois, ADA Coordinator, at 789-7014 or by TDD at 789-7022 promptly to allow the Village of Hinsdale to make reasonable accommodations for those persons.

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**VILLAGE OF HINSDALE  
SPECIAL MEETING OF THE  
PARKS AND RECREATION COMMISSION**

Tuesday, March 7, 2017  
Memorial Building Old Board Room  
6:15 PM

Chairman Waverley called the meeting of the Parks and Recreation Commission to order at 6:18 p.m. at the Memorial Building Old Board Room.

**Members Present:** Chairman Waverley, Commissioners Boruff, Keane, Conboy, Baker and Owens

**Members Absent:** None

**Staff Present:** Heather Bereckis, Interim Manager of Parks and Recreation  
Brad Bloom, Assistant Village Manager/ Director of Public Safety  
Linda Copp, Administrative Assistant

Chairman Waverley welcomed the new Commissioner Chris Boruff.

**Approval of Minutes**

Commissioner Conboy moved approval of the January 10, 2017 Park and Recreation Commission meeting minutes. Commissioner Owens seconded and the motion passed unanimously.

**Gateway Special Recreation Association Report**

Ms. Bereckis gave the report. Registration is up over last year and Hinsdale has the second highest enrollment. Gateway is in transition for a new liaison. Many of their teams have been to the Special Olympics playoffs but their fees do not include travel expenses to the Olympics. Staff is discussing ways to raise funds for the travel expenses. Ms. Bereckis commented that Sammy Hanzel has now been hired as the full time recreation coordinator.

Commissioner Baker asked what the cost was for the teams. Ms. Bereckis stated that it varies, but usually a few hundred dollars per child. Chairman Waverley asked about the proposals for fund raising. Ms. Bereckis stated that we could provide the venue like KLM, but Ray Graham would run the event. We can't collect the money but it would benefit the participants. It would be for the entire group of kids. Any of the organizations could choose to just donate toward the event. Commissioner Baker suggested a table at Uniquely Thursdays as a place for raising some money.

**Recreation Staff Report**

Ms. Bereckis presented the staff report. Platform tennis is winding down and all of the fees should have been collected. There will be a few outstanding revenues like rentals. The board did approve the early bird rate for next season. There could be an extra \$7000 if people register late. Membership numbers are lower but revenue is higher due to fee increase. Mary Doten's lesson revenues are up a little and most are non-residents. Commissioner Boruff asked if we are concerned about the decline in resident memberships. Ms. Bereckis stated that there are a lot of clubs that offer multiple services so that has taken some memberships. Commissioner Boruff asked if the increase in rates affected it. Ms. Bereckis stated that we are on the low end of membership fees compared to other communities. Chairman Waverley explained about the neighboring competition and does not believe that the rate has affected membership much.

Chairman Waverley explained that KLM is the starting point for people to learn and then they move on to the private clubs. She believes the program needs some updating and marketing.

Commissioner Conboy asked if there were any referral incentive programs in place; Ms. Bereckis stated that there are not.

Ms. Bereckis stated that KLM Lodge revenue is down significantly but is on par from the past 5 years. The last 2 years there was no marketing and now there is a plan and some response is beginning to come in. The lodge Manager, Hilary is participating in local Chamber events to get our name out there. There are a few rentals booked per week so the marketing is paying off for the future years. We keep the deposit if they cancel. There was a local open house on Feb. 23<sup>rd</sup> and there will be another one mid-summer. Caterers shared their databases so more people were there and two events were booked. There will be another one around black Friday in November.

Chairman Waverley asked how the numbers are set in the budget and they are growing from this year. Ms. Bereckis stated that goals are set that are attainable and the marketing budget has been increased. Chamber events will draw businesses for meetings and Ms. Poshak is working on special events for local businesses. Ms. Bereckis explained that a new Assistant Lodge Manager was just hired and Facebook ads have been boosted to draw attention to KLM. Commissioner Conboy mentioned about the major department stores websites for advertising. Ms. Bereckis stated that we have received rights to use photos and have reached out to Yelp for review. The back patio should be finished in the next few weeks, as soon as the weather breaks.

Commissioner Owens mentioned about contacting local churches that host weddings. Ms. Bereckis stated that Hilary has sent information to the local churches for weddings, baptisms, etc. Commissioner Boruff commented on comparisons and how it should go back historically to compare yearly numbers. Ms. Bereckis commented that we don't have a way to go back to find out when an event is booked and she is keeping track on a spreadsheet for events going forward.

Ms. Bereckis stated that the Winter/spring is underway and the summer brochure will go out on March 20 and registration will begin on March 27. The Egg Hunt is on April 15 at Robbins Park and The Community House purchases the eggs. Earth Day park clean up is the next week and Trader Joes is sponsoring the event. They will provide food and beverages for the volunteers. Ms. Bereckis asked the Commissioners to come if they are available. We will be focusing on Robbins but if groups want to do a separate park, they are welcome to do so. We will provide materials. Public Services will have plenty of projects. Ms. Bereckis will reach out to the scouts if they want to do that in return for a free shelter rental.

Ms. Bereckis stated that the Ice rink is closed for the season and the grass is still green. The liner is still in good condition and should be able to be used again. Fields are being booked for the spring and most start the first week in April. Public Services is working on striping the fields. Pool super passes went on sale March 1<sup>st</sup> and they were sold out in 10 minutes. Clarendon Hills will not give us any more and they are considering lowering the amount for next year. We do keep all the revenue from the passes, but possibly could get more if we share the revenue.

Commissioner Baker shared the insight from the patrons waiting in line for the super passes. Most stated that the wading pool is good for little kids and the diving well for the older kids but there is nothing for in between. The main pool should be kept as a lap pool, but change the other areas. Commissioner Conboy stated that it is the non-users that need to be asked and what are we going to do to draw people there. Ms. Bereckis stated that the five year capital plan includes a study for the future of the pool. Mr. Bloom mentioned that tough decisions have to be made and major capital improvements have to be made soon.

Mr. Bloom stated that we can't compete with country clubs but is there something for the primary users that will justify the cost. Commissioner Baker asked what the time frame is for the study.

Mr. Bloom stated that the study is 4 years away but there are significant issues with the deck. The pump house is sinking in the ground and keeps increasing. The Commission stated that the study needs to be done much quicker than 4 years. The train does contribute to the shifting of the ground. Chairman Waverley asked if the study can be moved up. Mr. Bloom stated that the study is budgeted in a year where there are not significant expenses. There has been discussion with S/D 86 about sharing facilities but a new pool there is not for sure.

Mr. Bloom stated that Public Services does inspect the pool regularly and the water department is on top of issues for the beginning of the season. Mr. Bloom thinks that there should be conversations with Clarendon Hills to share some amenities. Commissioner Owens asked about doing sand volleyball in the grass area at the end of the pool. Ms. Bereckis does not think the space would be big enough. It would bring more sand into the pool and the pumps would struggle with that. Ms. Bereckis stated that there will be a new diving coach this year. There will be some diving clinics offered. Also water polo is being offered for those over 8 years when town team is finished. It will be taught by high school water polo participants. Brian Powell will remain the head coach for Town Team and then two new assistant coaches.

### **Recreation Financial Report**

Ms. Bereckis commented on the financial report for December. Picnic and field rentals have increased. Spring field rentals are coming in now. Park operating expenses are down due to staff reallocations and lower salaries. Program revenue is down in some areas but some have increased. Athletic programs are decreasing generally due to programs at the schools or clubs. We are partnering with the Community House for a lot of the programs. Ballroom dance is being marketed to KLM wedding clients so they can take the first class for free. Fitness programming has increased and is being partnered with the Community House. A few new adult classes have been added for the summer.

There will not be any day camps at Burns but will be moved to the Community House. They will take all the registrations. Chairman Waverley asked what the financial split will be with the Community House. Ms. Bereckis stated that it is a 70/30 split. Bubble soccer and Fit 4 Mom classes will be held at Burns Field since there will not be camp there this year.

Ms. Bereckis stated that the lodge caterer license fees are down primarily due to less caterers. We could change to a percentage of revenue in the future. The KLM fees will be increasing so we don't want to have too many increases at one time. The new fees will take affect beginning in November, 2017. Expenses are down because of less staff due to less events and not having a lodge manager for part of the year.

Commissioner Boruff asked about the Admin support costs being down. Ms. Bereckis stated that Sammy Hanzel is fresh out of college and does not make the salary that Ms. Bereckis did in that position and she does not know what the future plan is for the department. Pool revenue was up due to a warm summer last year. There is a decline in resident passes, but increase in neighborly passes.

Commissioner Boruff if patrons can pay by the day at the pool. Ms. Bereckis explained the different types of passes and that there continues to be a decrease in resident passes.

### **Old Business**

#### **Update on Proposed Improvements at KLM**

Ms. Bereckis commented that the board is okay with the developer upgrading the lacrosse fields and not doing the walk path. It is on the agenda for the Board meeting tonight. A conceptual drawing will be available in a few months.

## **New Business**

### **Hinsdale Little League Work at Veeck & Peirce Parks**

Ms. Bereckis commented that they have decided not to do sod on the fields at Veeck due the possible impact of the expansion of the tollway. They will upgrade the soil that is there and the work has started on the batting cages. They are not a permanent structure so they can be moved if necessary. Ms. Bereckis stated that Little League registration is now 653, which has increased from last year.

Ms. Bereckis commented that if the tollway expands, it would begin in 2019 and it would remove two fields from Peirce and there could be one field instead. We have an Intergovernmental Agreement with the schools, so we would have the option to place them at the high school. Veeck soccer fields would be affected by having only 2 fields instead of 4 and the fields would have to be placed east to west. The skate park would be okay. The revenue would be affected with the loss of those fields. Brook Park would take away the walking path and the green space, but the athletic fields would not be affected. The community organizations are concerned where they would go. Western Springs and Burr Ridge would also be impacted. The Village is capturing the emails of all the residents that have sent a letter. The challenge will be to be sure that the athletic organizations have some place to go.

### **HTA License Agreement**

Ms. Bereckis commented on the Agreement. Mr. Lockhart's program is a good program, but the group lessons are down primarily due to private clubs. His private and competitive lessons have increased and this contract is for the private and competitive lessons. His group lessons are an 80/20 split, but Mr. Lockhart pays us an amount for the private lessons. Ms. Bereckis stated that a 15% increase is recommended with a one year lease. Commissioner Owens asked why we increase his percentage. Ms. Bereckis stated that he has sole use of the courts and it helps cover the wear and tear on the courts. Field rentals have a set fee except for AYSO and Little League. Chairman Waverley suggested coming up with a model for all of the private providers. Ms. Bereckis stated that a 90/10 split is not reasonable and should be at least 80/20.

Commissioner Baker made a motion to approve the Hinsdale Tennis Association License Agreement for one year. Commissioner Owens seconded and the motion passed unanimously.

### **Pool Concessions Contract**

Ms. Bereckis explained the comparisons of the two vendors. C and W Concessions has been with the pool for 12 years. Dave Cremer has two options for payment and is lower than the past years. He has seen declining sales over the last 5 years. Overall we have no issues with C and W and he has worked to make healthier options. It is unrealistic to have fresh salads etc each day. Patrons are coming for shorter amounts of time and don't buy concessions or bring their own food. He owns the majority of the equipment and a different vendor would have to bring in their own equipment. The other vendor offers the same product and operates a few other park district pools but has not been in business as long as C and W. There were some issues with on site management and staffing and the pricing.

The Commission discussed the options. Ms. Bereckis stated that she does prefer to keep C and W but for ease of planning, staying the same would be easier. The food prices are higher with the other vendor. Commissioner Owens suggested staying with C and W because of their good reputation and lower prices. Commissioner Conboy mentioned about not having food or drink

brought in to help him out. Ms. Bereckis stated that she talked with C and W and he did not have an explanation of why the revenue is down. It is suggested to ask for tickets for sales at the concession stand. We could do one year and then go out again next year and reevaluate for next year without doing an RFP. The Commissioners suggested mentioning to C and W to increase his prices slightly.

There was discussion regarding the vendors with the Commission. Ms. Bereckis stated the risks of rebidding and we are not bound to the lowest bidder. We do have time constraints because it needs two board meetings to be approved. If a new vendor is chosen, they need time to transfer equipment. The agreement is for one year and the vendor also has the choice to not renew. The Commission discussed their issues with the payment amount from C and W.

Ms. Bereckis stated that the birthday party fees are during open pool hours and the concession stand supplies the pizza and pop. The Commission believes that the other vendor prices are higher and the patrons would notice the increase. They also talked about the staffing complaints of the other vendor. The Commission suggested going back to C and W for a better rate and slightly higher prices. The Commission discussed the idea of selling concessions from a window to the outside. That has been talked about previously but never done. Ms. Bereckis stated that a new vendor would need 4-5 days to be able to make the switch. The Commission wants to be sure that C and W Concessions is given some guidance and to explain the 20% decrease. The concessions have been done by a third party since 1976 and it is not an option to do it in house. Ms. Bereckis also stated that the decision must be made by the end of next week in order to go to the board. Ms. Bereckis will hope to get a decision from the Commissioners in a week.

### **Special Event Update**

Ms. Bereckis commented on the special events that will be happening this summer. There will be two summer movies at KLM and popcorn will be offered for free. Dippin Dots will sell water and ice cream. We are looking for sponsors for the screens. There will not be disc golf or dog walking on those evenings. If these movies go well, there will be another movie in the fall. Ms. Bereckis commented on the special events at the pool and the scout nights. She explained about the cardboard boat regatta and the details for the event. There will be awards for the races and other categories. Ms. Bereckis commented about the social media events that will happen as well. Staff is trying to communicate the value of parks and rec to the community through social media. Bannerville will be sponsoring the event and will help with the judging of the photos.

Ms. Bereckis mentioned some of the special events that are in the talking stage; disc golf tournament, charity event for Gateway, sweetheart dance at KLM, winter festival and a food truck festival. That could be held on Chicago Avenue sometime in the fall. Vendors would have to pay \$50 to reserve the space. We could use a KLM liquor vendor for the alcohol. We would provide our carnival games for the kids. Historical Society could do an event like a wine and cheese tasting by the Zook House and KLM. The Commission loved all the ideas that are being proposed.

### **Correspondence**

#### **Email from resident about dogs at KLM**

Ms. Bereckis commented on the email from Dan Gill from Hinsdale. Mr. Gill wants the leash area limited but Ms. Bereckis stated that we don't have staff to monitor it. Chairman Waverley suggested putting up a sign in that area reiterating the hours and the area where dogs can be off leash. The police are patrolling the area more. Ms. Bereckis reiterated that dogs are not allowed in any other park and callers are told that they are encouraged to call the police when there is an issue.

**Adjournment**

The next meeting will be April 11, 2017. Ms. Bereckis stated that there would be changes to the summer schedule due to the board meetings. Since there was no further business to come before the Commission, Commissioner George moved to adjourn. Commissioner Conboy seconded and the motion passed unanimously. The meeting of the Parks and Recreation Commission was declared adjourned at 8:30 p.m.

Respectfully submitted,

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Linda Copp, Administrative Assistant

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## Gateway Special Recreation Association

Board Meeting  
Thursday, March 9, 2017  
3:00 PM  
Oakbrook Family Recreation Center  
1450 Forest Gate Road  
Oakbrook, 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 February, 2016 Regular Meeting Minutes
- B. Approval of March, 2017 Check Register
- C. Approval of March, 2017 Treasurer's Report

VI. REPORTS

- A. RGA Monthly Report

VII. OLD BUSINESS

None

VIII. NEW BUSINESS

- A. RGA Contract

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

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**GATEWAY SPECIAL RECREATION ASSOCIATION**

**BOARD OF DIRECTOR'S MEETING**

**FEBRUARY 9, 2017**

- I. **Call to Order:** President Cindy Szkolka called the Gateway Special Recreation Association Board of Director's Meeting to order at 3:00pm on February 9, 2017 at the Oakbrook Family Recreation Center, 1450 Forest Gate Road in Oakbrook, Illinois. A Quorum was present.

*Roll Call:* Board Members present: Jim Pacanowski, Burr Ridge; Sharon Peterson, Countryside; Cindy Szkolka, Elmhurst; Heather Bereckis, Hinsdale; Karen Spandikow, Oakbrook; Matt Russian, Pleasant Dale; Jim Berg, Westchester; John Fenske, Willowbrook; Scott Nadeau, York Center

*Absent:* None

*Staff Present:* Ray Graham Staff: Superintendent Ryan Cortez, Mike Balg

*Visitors:* None

- II. **Open Forum:** John Fenske mentioned the Willowbrook Spring Fling 5K run will be taking place on May 7, 2017. He distributed flyers to the board. As mentioned a few months back, a portion of proceeds from the event may be donated to Gateway.

- III. **Board Member Comments:** None

- IV. **Communications:** None

- V. **Omnibus Agenda:** Motion was made by Scott Nadeau, York Center; to approve the Omnibus Agenda and motion seconded by Heather Bereckis, Hinsdale.

- A. Approval of January 2017 Regular Meeting Minutes
- B. Approval of February 2017 Check Register
- C. Approval of February 2017 Treasurer's Report

On a voice vote, the motion passed unanimously.

- VI. **Reports:**

A. Superintendent Cortez reviewed her monthly report and stated that program registrations continue to be collected. While staffing continues to be an issue, two new employees were hired and applications are coming in so there is a sense of optimism on that front. Vehicle status is satisfactory. Scholarship status has stayed relatively the same as last month. The summer brochure is scheduled for distribution on March 17 with a registration deadline of May 26. A separate summer camp brochure will be assembled and distributed. Superintendent Cortez highlighted two evenings of training with 15 staff members at York Center that was very

successful. York Center staff was very appreciative of the time and techniques offered and they have already seen an improvement in behaviors. She also introduced a topic for possible discussion regarding fundraising for going down state to Special Olympics. As many Gateway teams have been successful and head to state competition, there is an increased financial burden on participating families. Many of the athletes are on multiple teams as well. Discussion followed on past practices and rationale. The board supported the idea and would be interested in hearing specific options in the future. If, and when, additional funds are secured, the board will need to establish a policy on distribution of funds for consistency and fairness to all programs and athletes. Also mentioned was the past thought, that as RGA employees, fundraising by Gateway staff wouldn't necessarily only be attributable to SRA programs. A clause was noted in the existing RGA contract regarding fundraising and President Szkolka asked board members to review the contract before next month's meeting in anticipation of budget discussion. The past two special events (Chicago Bulls and Chicago Wolves) were both very well attended and successful.

**VII. Old Business:**

A. Nothing Heard

**VIII. New Business:**

A. Program Transportation "advanced approval for (vehicle) non-routine maintenance or repair that exceeds \$300"- A point of order was made by President Szkolka regarding repairs on vehicles, specifically when the timing and/or nature of repair doesn't allow for placement on the monthly agenda. Previously, phone calls and emails were sent to individual board members to approve required repairs. The question was posed to see if there was an option for best practice moving forward. The board was in consensus that the President should have the ability to approve emergency/necessary repairs in order to not disrupt program transportation.

B. Meeting Schedule- Motion was made by Jim Pacanowski, Burr Ridge; to approve the proposed 2017 Gateway Board of Director's Meeting Schedule and motion seconded by Sharon Peterson, Countryside.

On a voice vote, the motion passed unanimously.

**IX. Open Forum: None**

**X. Adjournment:** John Fenske, Willowbrook; made a motion to adjourn the meeting, seconded by Jim Berg, Weshchester. Motion passed on a voice vote, Meeting adjourned at 3:33pm.



**Gateway SRA Board Meeting  
March 9, 2017  
RGA Report**

**Winter/Spring Month to Month Comparison  
As of 3/2/2017**

**February 2017**

District	Registered Participants
Burr Ridge	6
Countryside	1
Elmhurst	46
Hinsdale	24
Oak Brook	6
Pleasant Dale	5
Willowbrook	2
Westchester	3
York	1
Non-resident	4
Total:	98

**March 2017**

District	Registered Participants
Burr Ridge	6
Countryside	1
Elmhurst	48 (added 2)
Hinsdale	24
Oak Brook	6
Pleasant Dale	5
Willowbrook	2
Westchester	3
York Center	1
Non-resident	6 (added 2)
Total	103

**Full Programs as of 3/2/2017**

- Weekend Warriors – South
- Saturday Explorers – South
- Diners Club – South
- Norther Area Social Club
- Recreation Sensation

**Gateway Staff Update 3/2/2017**

We currently have the following positions open:

- 2 Recreation Aid
- 4 Recreation Leader
- 1 Recreation Specialist – **On Hold** Pending 2018 new staff plan change to create an additional recreation aid

**Gateway Vehicles Update as of 3/2/2017**

Vehicle	Mileage	Maintenance
192	82,601	None
171	124,951	None
170	51,417	None
283	7,083	None

### **Scholarships Status as of 3/2/2017**

- Burr Ridge = \$100 (1)
- Elmhurst = \$606 (4)
- Westchester = \$200 (1)
- Hinsdale = \$110.66 (1)

### **Summer Camp 2017**

Preparations for our summer day camps have begun! With some of the old classics come new and exciting improvements to each of our camps. This summer we will be offering an After Camp option. Parents can sign their campers up for an addition 2 hours of camp from 3:30-5:30 Monday through Thursday. This After Camp will run for the same length of time as Elmhurst School District's Extended School year. This gives parents a bit of additional time to find a summer afternoon sitter, or even just helps in cases of traffic or working late. Also, another great change is that Gateway SRA Day Camp now has a Twitter account! This will be used to pass along immediate information to parents over the summer (i.e. weather changes, pool days cancelled, field trip changes, etc.) The final big change will be the ages of our camps. Each camp will include 5 ages. Summer Spectacular will run for ages 5-10, Teen Tycoons for ages 11-16, and Gator Group for ages 17-22. Each age is handled with discretion knowing that every camper is different.

As part of the preparations for day camp, Jillian attended the Summer Recreation Fair at York High School on February 7<sup>th</sup>. This was a great opportunity to reach out to the families in the area and really start spreading the word about our day camps and Gateway SRA as a whole. While this is a great opportunity, the set up was different from when she attended in 2015. That year, we were right next to Elmhurst Park District and surrounded by various different camps or summer activities. This year, we were placed in line with Easter Seals and Access Sports. While we understand the potential reasoning for the placement, it did take away from the amount of people we could have reached out to. Being included in a various location seems to bring more people around to ask questions. When placed alongside other organizations who run programs similar to ours, it seemed more people just kept to the outside portions and didn't come by our section to ask questions. At the end of the day, it was still a great opportunity and she looks forward to attending again next year.

### **Summer 2017 Brochure**

Right now, I am tentatively anticipating a distribution time of March 24<sup>th</sup> with a registration deadline of 5/26/2017 for summer programs. We should hopefully be receiving a copy to edit by the end of week.

### **RGA Budget and Contract Renewal**

RGA has begun budget preparation for FY18. We will be looking to add fundraising language to the contract as discussed at February's meeting for athletes to attend state athletic competitions hosted by Special Olympics. The thought is that the service providers' employees that run Gateway SRA programs will initiate, coordinate and execute fundraising opportunities for the athletes to attend various state competitions. RGA is also looking to open discussion about increasing the current brochure contributions of \$8,500 to \$9,200 for FY18. The cost to have the brochure designed, printed and mailed has increased over the year due to the outsourcing of the design and increased printing costs.

## **Program Highlights**

### **Special Olympic Basketball**

The Gateway Gator basketball teams had an incredible season this year! We had four teams with an average of 11 players per team. We had several new players join the Gateway basketball program, including Kiefer, Patrick and Breanna. This meant that we did move some players to other teams. These players were very excited about the opportunity to improve their basketball skills and get to know new basketball players.

The Gateway Gator Green team had a great season! They had two new players on their team with David and Varun. This team displayed good sportsmanship throughout the season. They played the FVSRA White Stars and the WDSRA Wildcats 1 in the Special Olympic qualifier. The Gators played very well and ended up receiving the gold medal and first place trophy! This then qualified them to go to the state competition in March. They are all very excited! The Gators Green team also competed in the ITRS basketball tournament. They played the NISRA Bulls and did end up winning that game. They then faced the MNASR Black team. They played well and it was a close game, but the Gators ended up winning by 1 point! Congrats to the Green team.

The Gateway Gator Red team had some new people on their team this year! By the end of the season, they all came together and supported each other. The Red team had some great games throughout the season. They played some very competitive teams. At the Special Olympics qualifier, the Gator Red team first faced the NEDSRA Silver. They were neck and neck for most of the game! The Gators played well, their shots just weren't falling in the basket. They ended up losing their first game. They then played WDSRA Wildcats 5. This was not an evenly matched competition. The Gators won this game but a considerable amount. They received the bronze medal. They also competed in the ITRS tournament. They played the FVSRA Blue Stars and won! They then played the NSSRA Gators Black. They played well, but ended up losing that game. They received the silver medal. They are all very proud of their overall season!

The Gateway Gator White team had a memorable season! They lost one of their starters at the beginning of the season due to a dislocated shoulder. At the Special Olympic qualifier, they first faced the WDSRA Wildcats 3. Both teams played well and the Gators did win that game. They then faced the SEASPAR White team. This was a very intense game! It was pretty close throughout the game. The Gators ended up winning by 1 point! This qualified them to go to the state competition in March! They are SO EXCITED! This is the first time the White has gone to state by qualify. The White team played in the ITRS tournament. They played the SEASPAR White team and ended up winning that game. They then played the NEDSRA White team. They faced a very good team that had several tall players. The Gators tried their hardest, but ended losing that game. They received the silver medal. The Gators White team is thrilled to be going to state!

The Gateway Gator Blue team had a great season! They had some new faces this year. The Gator Blue team had a good season and saw a lot of improvement over the course of the season. The Gator Blue team first faced the WDSRA Wildcats 7 team at the Special Olympic qualifier. They played an incredible game and ended up only losing by 2 points! They then played the WSSRA White team. This was not an evenly matched game. The Gators won that game by a large amount. The Gators received the bronze medal. The Gators Blue team played in the ITRS tournament. They played the Oak Lawn Eagles first. There were some tall players on the Eagles team. The Gators tried their best, but ended up losing. They then played the NWSRA Lightning. This was not a good match up. The Gators tried but ended up losing this game. The Gators Blue team overall had a good season and are looking forward to next year!

This season, Gateway was given the opportunity to nominate basketball players to try-out for the National Special Olympic team for Illinois. We nominated Tony and Ryan K. from the Gator Green team. They are both very excited for this opportunity. We wish them the best!

Congratulations to all of the Gateway Gator basketball teams on an outstanding basketball season!

**GATEWAY SRA 2016 - 2017**  
**MONTHLY TREASURER'S STATEMENT**

Date: March 9, 2017

<u>Revenue Accounts</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>+ or - to Budget</u>	<u>% of Budget</u>
110 Interest	\$ 124.81	\$ 563.88	\$ 250.00	\$ 313.88	225.6%
120 Member Contributions	\$ -	\$ 516,607.66	\$ 516,609.00	\$ (1.34)	100.0%
130 Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Total Income</b>	<b>\$ 124.81</b>	<b>\$ 517,171.54</b>	<b>\$ 516,859.00</b>	<b>\$ 312.54</b>	<b>100.1%</b>
<u>Expense Accounts</u>					
500 Audit Services	\$ -	\$ 3,800.00	\$ 4,000.00	\$ (200.00)	95.0%
510 Day Camp Transportation	\$ -	\$ 3,042.70	\$ 6,000.00	\$ (2,957.30)	50.7%
520 Financial Assistance	\$ 836.50	\$ 1,765.50	\$ 4,000.00	\$ (2,234.50)	44.1%
530 Legal Fees	\$ -	\$ 2,016.00	\$ 1,500.00	\$ 516.00	134.4%
540 Insurance Expense	\$ -	\$ -	\$ 2,310.00	\$ (2,310.00)	0.0%
550 Misc. Expenses	\$ 20.18	\$ 178.26	\$ 500.00	\$ (321.74)	35.7%
560 One on One Services	\$ -	\$ 1,993.38	\$ 12,000.00	\$ (10,006.62)	16.6%
570 Program Supplies	\$ -	\$ -	\$ 500.00	\$ (500.00)	0.0%
580 Web / IT	\$ -	\$ -	\$ 4,000.00	\$ (4,000.00)	0.0%
590 Service Contract	\$ 106,983.00	\$ 439,140.00	\$ 441,421.00	\$ (2,281.00)	99.5%
600 Vehicle Fuel	\$ 708.38	\$ 4,301.73	\$ 8,750.00	\$ (4,448.27)	49.2%
610 Vehicle Repairs	\$ 102.31	\$ 7,668.31	\$ 10,000.00	\$ (2,331.69)	76.7%
620 Transportation Fund	\$ -	\$ -	\$ 11,207.00	\$ (11,207.00)	0.0%
<b>Total Expenses</b>	<b>\$ 108,650.37</b>	<b>\$ 466,129.73</b>	<b>\$ 506,188.00</b>	<b>\$ (40,058.27)</b>	<b>92.1%</b>
<b>Net Ordinary Income</b>	<b>\$ (108,525.56)</b>	<b>\$ 51,041.81</b>	<b>\$ 10,671.00</b>	<b>\$ 40,370.81</b>	<b>8%</b>

**GATEWAY SRA  
CHECK REGISTRY  
March 9, 2017**

Check #	Issued to	Description	Amount	Total
1922	JMS Auto Service, Inc.	Vehicle Repair	\$ 102.31	\$ 102.31
1923	Village of Hinsdale	Fuel January & February	\$ 708.38	\$ 708.38
1924	Ray Graham Association	4th Quarter Service Contract	\$ 106,983.00	\$ 107,819.50
1924	Ray Graham Association	Financial Assistance	\$ 836.50	
				\$ -
<b>Totals</b>				<b>\$ 108,630.19</b>

Bank Accounts Reconciled as of February 28, 2017	
General Checking Account	\$ 795.68
Money Market Account	\$ 278,275.63
<b>Totals</b>	<b>\$ 279,071.31</b>
Check Registry	\$ 108,630.19
Outstanding check Total	\$ -
Balance after Check Registry	\$ 170,441.12



## MEMORANDUM

**DATE:** April 11<sup>th</sup>, 2017

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

**FROM:** Heather Bereckis, Interim Manager of Parks & Recreation

**RE:** March Staff Report

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

### Platform Tennis

The platform tennis season started the first week of October and came to a close on March 31<sup>st</sup>. Per HPTA's court license agreement with the Village, all HPTA league players are required to have a current Village membership. At this time, the majority of membership revenue has posted. It is worthwhile to note that the number of resident members has declined year-over-year, while the number of non-resident members continues to increase. Revenue is trending higher than 2015/16, although membership numbers are lower; this is due to the fee increase that went into effect on Sept. 1<sup>st</sup>, 2016. This increase was approved by HPTA to help cover the costs of Mary Doten's Court Manager contract and improvements to the Platform Tennis facility.

Lifetime memberships will vary in number year to year, although there is no revenue associated with these memberships. This is because lifetime members have to elect to renew their passes each year. A family may choose to participate in 2013, but then not renew again until 2016. Due to this not affecting revenue, there are currently no stipulations requiring passes to be renewed every year in order to keep the lifetime status. Below is a summary of all current membership revenue.

**Platform Tennis Membership Summary**

Memberships as of 1/23/17	2015					2016						
	New Members	Renewal Members	Total Members	Revenue YTD	2016 Fees	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	17	60	77	\$9,005	\$200	14	44	58	-19	\$11,600	\$2,595	29%
Resident Family	11	17	28	\$4,900	\$250	2	24	26	-2	\$6,500	\$1,600	33%
Resident Secondary	24	57	81	\$0	\$0	6	54	60	-21	\$0	\$0	0%
<b>Resident Total</b>	<b>62</b>	<b>134</b>	<b>186</b>	<b>\$13,905</b>		<b>22</b>	<b>122</b>	<b>144</b>	<b>-42</b>	<b>\$18,100</b>	<b>\$4,195</b>	<b>30%</b>
Non-Resident Individual	14	75	89	\$25,432	\$300	30	80	110	21	\$33,300	\$7,868	31%
Non-Resident Family	3	14	17	\$5,865	\$375	7	12	19	2	\$7,126	\$1,261	22%
Non-Resident Secondary	12	38	50	\$0	\$0	25	35	60	10	\$0	\$0	0%
<b>Non-Resident Total</b>	<b>29</b>	<b>127</b>	<b>156</b>	<b>\$31,297</b>		<b>62</b>	<b>127</b>	<b>189</b>	<b>33</b>	<b>\$40,426</b>	<b>\$9,129</b>	<b>29%</b>
Resident Lifetime	N/A	160	160	\$0	\$0	N/A	160	160	0	\$0	\$0	0%
Non-Resident Lifetime	N/A	103	103			N/A	95	95	-8	\$0	\$0	0%
Total Lifetime Members	N/A	263	263			N/A	255	255	-8	\$0	\$0	0%
<b>Total Memberships/Revenue</b>	<b>81</b>	<b>421</b>	<b>605</b>	<b>\$45,202</b>		<b>84</b>	<b>409</b>	<b>588</b>	<b>-17</b>	<b>\$58,526</b>	<b>\$13,324</b>	<b>29%</b>



## MEMORANDUM

### Katherine Legge Memorial Lodge

Preliminary gross rental revenue for the fiscal year to-date is \$132,116. As discussed in detail during the December Parks & Recreation Commission meeting, revenue for the 2016/17 fiscal year continues to lag behind that of fiscal year 2015/16.

Rental revenue for the tenth month of the fiscal year is \$4,550. In February, there were five events held at the Lodge, which is three more than the prior year. Expenses for February are up 32% over the prior year; this is a result of more events and timing of marketing pieces.

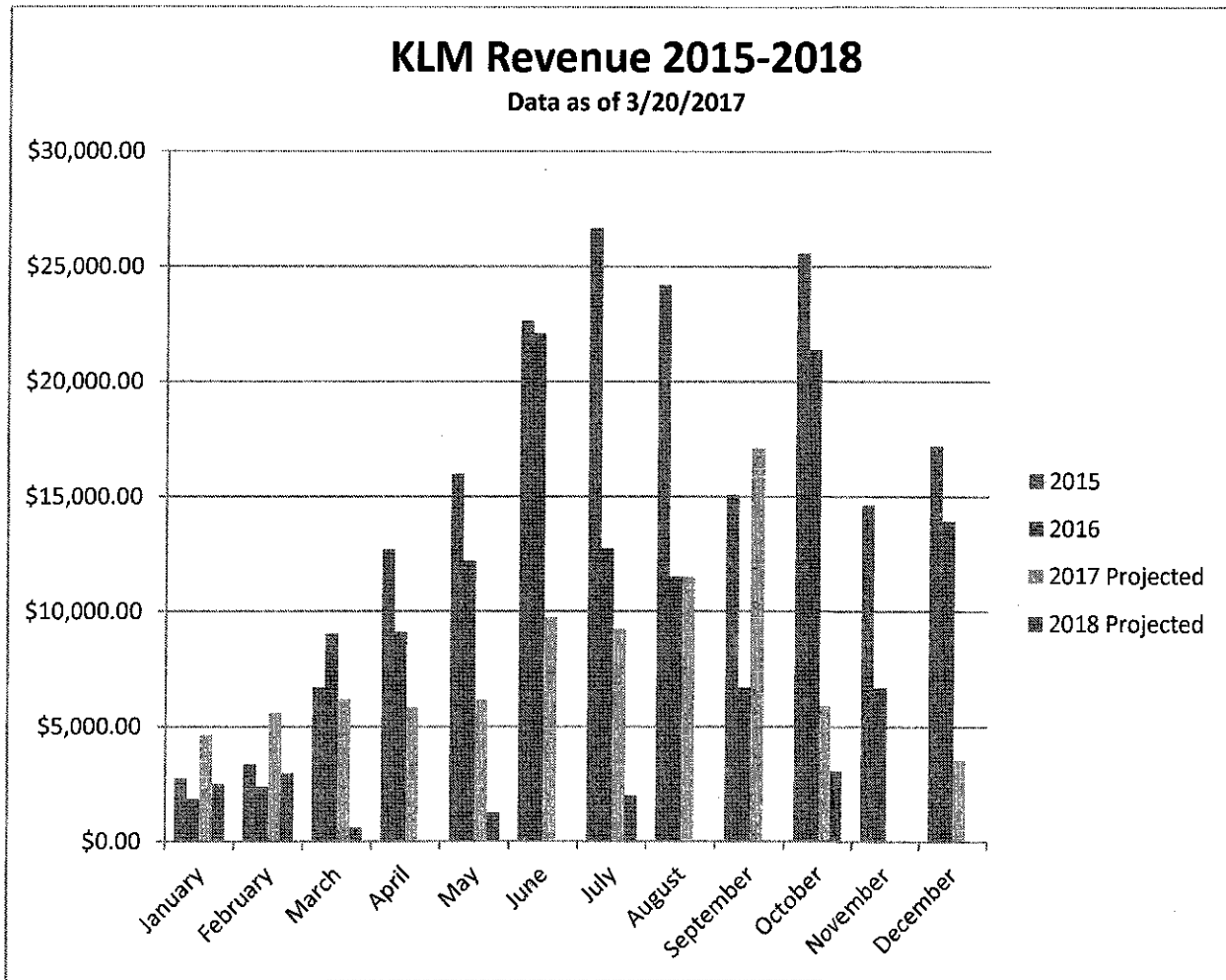
REVENUES	February		YTD		Change Over the Prior year	2016-17 Annual Budget	FY 16-17 % of budget	2015-16 Annual Budget	FY 15-16 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$2,400	\$4,550	\$169,125	\$122,116	(\$47,009)	\$180,000	68%	\$160,000	106%
Caterer's Licenses	\$0	\$0	\$13,766	\$10,000	(\$3,766)	\$15,000	67%	\$15,000	92%
<b>Total Revenues</b>	<b>\$2,400</b>	<b>\$4,550</b>	<b>\$182,891</b>	<b>\$132,116</b>	<b>(\$50,775)</b>	<b>\$195,000</b>	<b>68%</b>	<b>\$175,000</b>	<b>105%</b>
EXPENSES	February		YTD		Change Over the Prior year	2016-17 Annual Budget	FY 16-17 % of budget	2015-16 Annual Budget	FY 15-16 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
<b>Total Expenses</b>	<b>\$8,023</b>	<b>\$11,827</b>	<b>\$129,021</b>	<b>\$116,886</b>	<b>(\$12,135)</b>	<b>\$212,741</b>	<b>55%</b>	<b>\$199,700</b>	<b>65%</b>
<b>Net</b>	<b>(\$5,623)</b>	<b>(\$7,277)</b>	<b>\$53,870</b>	<b>\$15,230</b>	<b>(\$38,640)</b>	<b>(\$17,741)</b>		<b>(\$24,700)</b>	

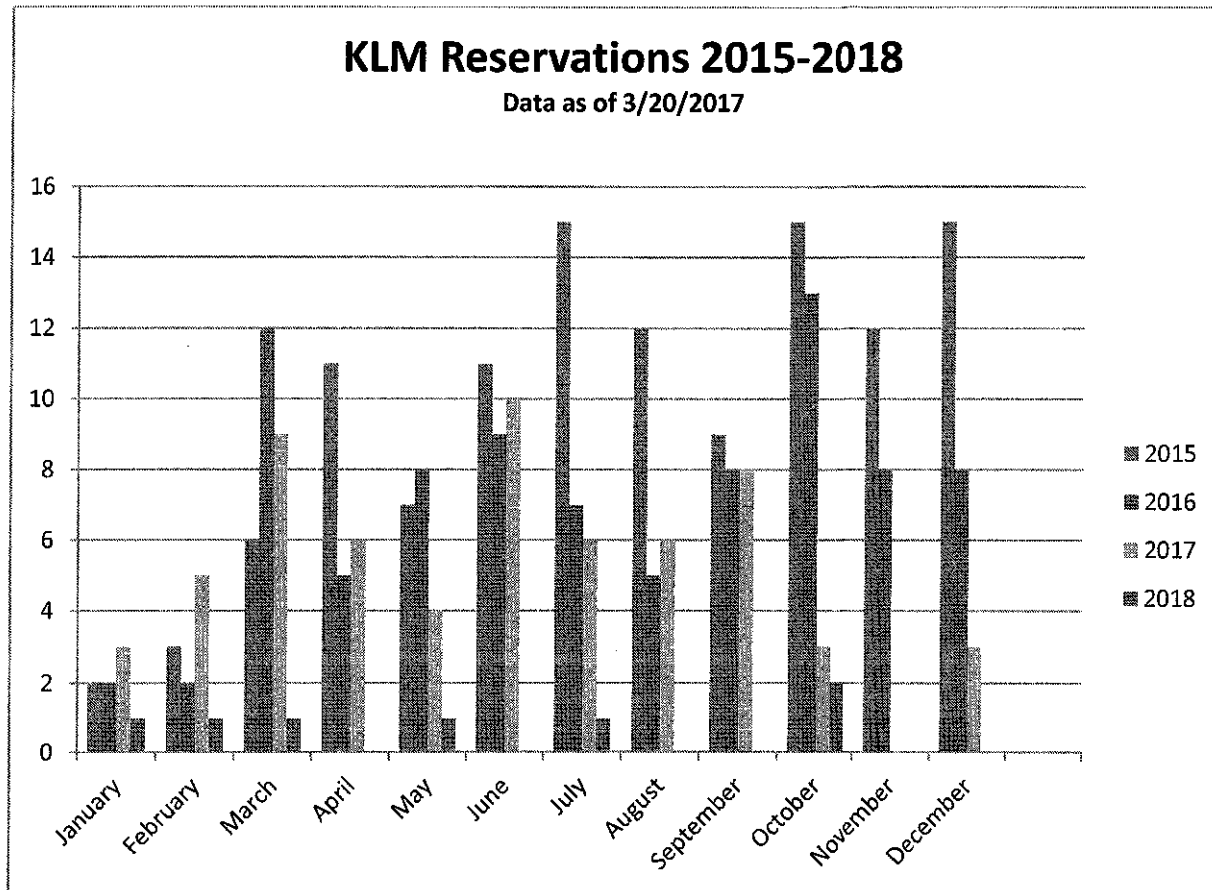
As noted in the materials previously provided to the Commission, staff has performed an analysis to compare the current Lodge gross revenues to those of the prior six years. As you will see below, while the current fiscal year shows a significant decline over the prior year, it is still on par with past history. Gross revenues for fiscal year 2015-16 were much higher than average.

KLM Gross Monthly Revenues						
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 11,850
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 12,645
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 11,500
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,395
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550
<b>total</b>	<b>\$ 102,917</b>	<b>\$ 111,646</b>	<b>\$ 138,576</b>	<b>\$ 161,533</b>	<b>\$ 169,125</b>	<b>\$ 122,116</b>

## MEMORANDUM

Below is a graph showing the past three years of data and the upcoming year's projection. Future predictions are based on the average revenue from the event type. Also included below are charts indicating the number of reservations and reservation type by month. 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 will be updated monthly.





As you will note, there is some concern warranted due to the decline in bookings. However, staff has begun putting the approved marketing plan in place and anticipates seeing an increase in reservations related to increased marketing within three months. Calls for events 8-18 months out are already coming in. To secure rentals for spring 2017, a reminder mailing to past renters is being sent, and the Lodge is offering special discounts for new renters.

## Upcoming Brochure & Activities

The Winter/Spring 2017 programming is under way. The Summer 2017 brochure was delivered on March 20<sup>th</sup> and registration started on March 27<sup>th</sup>. Staff has moved the timing of the Summer brochure delivery up from April in response to residents expressing a desire to book summer camps earlier in the year.

Upcoming Special Events include the Easter Egg Hunt on Saturday, April 15<sup>th</sup> and the Earth Day Park Cleanup on Friday, April 21<sup>st</sup>. As in the past, the Easter Egg Hunt will be done in collaboration with The Community House and will be held at Robbins Park. This year's Earth Day Park Cleanup will also be held at Robbins Park.

## MEMORANDUM

### Field/Park Updates

#### Fields

Staff is finalizing spring field bookings. At this time, the majority of fields are at capacity. With the construction of the new Hinsdale Middle School, 2 fields were lost for rental. However, staff was able to accommodate renters on other Village fields. AYSO (soccer) and Hinsdale Little League will start their spring seasons on April 3<sup>rd</sup>, weather permitting. Public Service staff is currently working to order supplies for field prep and layout; anticipating this work to begin in early March, weather permitting.

### Community Pool

Pool passes went on sale March 1<sup>st</sup>; early bird pass rates are effective through April 28<sup>th</sup>. Super Passes, a pass that allows access to both Hinsdale and Clarendon Hills Pools, sold out in 10 minutes on March 1<sup>st</sup>. Emails and letters were sent to previous pass holders in early February, ads and press releases were posted in the local papers and signs/flyers were posted around the community in mid-February to advertise pass sales. Staff will continue to market the pool pass sales. A summary of current membership revenue is below.

As of March 21, 2017		2016 Pass Revenue				2017 Pass Revenue					
		New Passes	Renew Passes	Total	Revenue	New Passes	Renew Passes	Total	Revenue	% Change Over Prior Year	Change Over the prior year
<b>Resident</b>											
<b>Resident</b>											
	Nanny	7	15	22	\$1,395	12	9	21	\$1,365	-2%	-\$30
	Family Primary	19	59	78	\$22,330	21	39	60	\$17,400	-22%	-\$4,930
	Family Secondary	63	194	257	\$0	62	121	183	\$0	0%	\$0
	Individual	3	4	7	\$825	0	4	4	\$495	-40%	-\$330
	Senior Pass	2	3	5	\$400	0	7	7	\$560	40%	\$160
	Family Super	0	22	22	\$7,705	11	13	24	\$7,870	2%	\$165
	Family Super Secondary	0	23	23	\$1,080	11	13	24	\$1,080	0%	\$0
	Family Super Third	0	21	21	\$990	10	13	23	\$1,035	5%	\$45
	Family Super 4+	3	29	32	\$495	15	17	32	\$480	-3%	-\$15
	Individual Super Pass	0	0	0	\$0	0	0	0	\$0	0%	\$0
	Senior Super Pass	0	0	0	\$0	0	0	0	\$0	0%	\$0
	<b>Resident Total</b>	<b>97</b>	<b>370</b>	<b>467</b>	<b>\$35,220</b>	<b>142</b>	<b>236</b>	<b>378</b>	<b>\$30,285</b>	<b>-14%</b>	<b>-\$4,935</b>
<b>Neighborhood</b>											
<b>Neighborhood</b>											
	Neighbor Family	7	10	17	\$5,840	8	12	20	\$7,225	24%	\$1,385
	Neighborhood Individual	0	0	0	\$0	0	0	0	\$0	0%	\$0
	Neighbor Addtl	24	32	56	\$0	24	38	62	\$0	0%	\$0
	<b>Neighborhood Total</b>	<b>31</b>	<b>42</b>	<b>73</b>	<b>\$5,840</b>	<b>32</b>	<b>50</b>	<b>82</b>	<b>\$7,225</b>	<b>24%</b>	<b>\$1,385</b>
<b>Non-Resident</b>											
<b>Non-Resident</b>											
	Non Resident Family	0	0	0	\$0	1	0	1	\$515		\$515
	Non Resident Family Secondary	0	0	0	\$0	2	0	2	\$0	0%	\$0
	Non Resident Individual	0	0	0	\$0	0	0	0	\$0	0%	\$0
	Non Resident Senior	0	0	0	\$0	0	0	0	\$0	0%	\$0
	Non Resident Nanny	1	1	2	\$180	2	1	3	\$270	50%	\$90
	<b>Non-resident Total</b>	<b>1</b>	<b>1</b>	<b>2</b>	<b>\$180</b>	<b>5</b>	<b>1</b>	<b>6</b>	<b>\$785</b>	<b>336%</b>	<b>\$605</b>
	<b>10-Visit</b>	<b>10</b>	<b>0</b>	<b>10</b>	<b>\$700</b>	<b>2</b>	<b>0</b>	<b>2</b>	<b>\$170</b>	<b>-76%</b>	<b>-\$530</b>
	<b>TOTAL</b>			<b>0</b>	<b>\$41,940</b>			<b>0</b>	<b>\$38,465</b>	<b>-8%</b>	<b>-\$3,475</b>



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## MEMORANDUM

**DATE:** April 11, 2017

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

**FROM:** Heather Bereckis, Interim Manager of Parks & Recreation

**RE:** February 2017 Parks & Recreation Financial Report

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Attached are the preliminary Parks & Recreation Department financial results for February 2017; this is the tenth month of the FY 2016-17 budget year.

### **Parks**

Revenue for field and picnic shelter rentals increased 9% (\$5,524) over the prior year. Field rental revenue increased 3% (\$1,354) for the same period of the prior year. Staff has worked diligently outside groups to secure additional field rental space; spring rentals will begin posting in March. Picnic shelter rental revenue increased 43% (\$4,170) due to an increase in usage, as a result of the favorable summer weather.

Park operating expenses are down 29% (\$140,367) over the prior year. Personnel services are down 37% (\$108,595) over the prior year due to reallocation of staff wages and a part-time staff vacancy. Materials & Supplies and Repairs & Maintenance appear to be down over the prior year due to the timing of invoices posting; however, staff expects that these categories will be on par with the previous year once all invoices are accounted for.

### **Admin & Support**

Operating expenses are down 31% (\$72,443) over the prior year. This is primarily due to changes in staffing and reallocation of salaries as well as decreased expenditures for risk management services.

### **Programs & Activities**

Through the month of February, program revenue decreased 7% (\$15,930) over the prior year. All of the below programs are contractual; revenues are directly related to offsetting contractual expenses. Therefore, due to reduced programming, recreation expenses are down 11% (\$41,028) over the same period of the prior year, before the addition of capital



## MEMORANDUM

expenses. Personnel and Contractual expenses, which include the payment for program services, decreased 12% (\$35,633) due to decreased enrollment.

General Interest program revenue has increased 18% (\$1,638) over the prior year, due to increased enrollment in magic and Lego programs.

Athletic program revenue decreased 26% (\$25,946) over the prior year; this is a result of decreased registration in the tennis lesson and sports camp programs. Staff is evaluating these programs to determine whether changes are warranted.

Cultural Arts program revenue decreased 12% (\$860) over the prior year; due to decreased enrollment in Ballroom Dancing. Personnel services have decreased 19% (\$297) over the prior year.

Early childhood programming registration revenue is down 17% (\$5,273) over the prior year. This is the result of third-party preschool providers declining to offer summer programming. Staff continues to work with local groups to increase programming opportunities for early childhood through cooperative programming with Clarendon Hills and Burr Ridge Park Districts, as well as The Community House.

Fitness program revenue has increased 7% (\$1,336) over the prior year. This is due to the offering of additional adult fitness programs like Pilates and Barre through cooperative programming with The Community House.

### **Platform Tennis**

Through February, membership revenue increased 31% (\$15,116) over the prior year. Total revenue through February is \$64,390; this includes memberships as well as key fob and facility rental fees. Operating expenses are down 1% (\$428) over the prior year.

### **General Rec Admin**

Operating expenses are down 13% (\$25,891) over the prior year. This is primarily due to changes in staffing and reallocation of salaries as well as decreased expenditures on materials and supplies.



## MEMORANDUM

### **Katherine Legge Memorial Lodge**

Rental revenue through February is currently \$122,116; which is a decrease of 28% (\$46,641) over the same period of the prior year. Caterer's License fees are down 27% (\$3,766) over the same period of the prior year; fewer caterers chose to renew because they weren't receiving enough business from Lodge clients. Some of this revenue will be recaptured with single event fees paid by non-preferred caterers over the course of the year.

Expenses are trending down 16% (\$21,172) over the prior year. Personnel expenses decreased 24% (\$15,513) and Materials & Supplies have decreased 57% (\$4,785); both as a result of fewer events.

### **Community Pool**

The Community Pool closed on September 5<sup>th</sup>, 2016 for the season. Overall pool revenues increased 5% (\$16,634) over the prior year; the largest contributing factor is an increase of 32% (\$8,742) in non-resident pass sales. Non-capital related expenses remain virtually the same over the prior year; with capital expenditures, the expenses increased 18% (\$49,548). The annual pool report was presented at the 2017 Parks & Recreation meeting. Pool passes will go on sale for the 2017/18 season on March 1<sup>st</sup>.



**Parks Recreation Revenue/Expense Summary**  
**February FY 2016-17**

**DEPT. 3101**

	FY 16-17 Budget	FY 16-17 YTD	FY 16-17 % of Budget	FY 15-16 BUDGET	FY 15-16 YTD	VARIANCE OVER PRIOR YEAR	% of Change
<b>ADMIN. AND SUPPORT</b>							
<b>Expenses</b>							
Personnel Services	232,862	139,911	60%	229,647	182,446	-42,535	-23%
Professional Services	0	0	0%	0	0	0	0%
Contractual Services	0	559	0%	0	204	355	0%
Other Services	5,800	4,333	75%	7,550	5,272	-938	-18%
Materials & Supplies	2,450	2,498	102%	2,200	3,073	-575	-19%
Repairs & Maintenance	800	595	74%	150	0	595	#DIV/0!
Other Expenses	4,309	2,924	68%	4,230	3,631	-706	-19%
Risk Management	28,598	11,072	39%	30,980	39,711	-28,639	-72%
<b>Total-Operating Expenses</b>	<b>274,819</b>	<b>161,893</b>	<b>59%</b>	<b>274,757</b>	<b>234,336</b>	<b>-72,443</b>	<b>-31%</b>

**DEPT. 3301**

	FY 16-17 Budget	FY 16-17 YTD	FY 16-17 % of Budget	FY 15-16 BUDGET	FY 15-16 YTD	VARIANCE OVER PRIOR YEAR	% of Change
<b>PARKS MAINTENANCE</b>							
<b>Revenues</b>							
Field Fees	44,500	50,813	114%	38,000	49,459	1,354	3%
Picnic Fees	11,500	13,760	120%	10,500	9,590	4,170	43%
<b>Total Revenues</b>	<b>56,000</b>	<b>64,573</b>	<b>115%</b>	<b>48,500</b>	<b>59,049</b>	<b>5,524</b>	<b>9%</b>
<b>Expenses</b>							
Personnel Services	259,029	188,690	73%	376,456	297,285	-108,595	-37%
Contractual Services	152,900	101,248	66%	131,376	101,526	-278	0%
Other Services	1,675	1,246	74%	1,850	1,173	73	6%
Materials & Supplies	52,355	28,382	54%	48,300	40,624	-12,241	-30%
Repairs & Maintenance	29,220	18,023	62%	53,500	36,376	-18,353	-50%
Other Expenses	2,495	460	18%	2,495	1,432	-972	0%
<b>Total-Operating Expenses</b>	<b>497,674</b>	<b>338,049</b>	<b>68%</b>	<b>613,977</b>	<b>478,416</b>	<b>-140,367</b>	<b>-29%</b>
<b>Capital Outlay</b>							
Motor Vehicles	46,000	29,528	0%	0	0	29,528	0%
Park/Playground	0	0	0%	0	0	0	0%
Lands/Grounds	74,000	20,268	27%	181,000	166,746	-146,478	-88%
Buildings	139,500	72,157	52%	50,000	0	72,157	0%
<b>Total Capital Outlay</b>	<b>259,500</b>	<b>121,952</b>	<b>47%</b>	<b>231,000</b>	<b>166,746</b>	<b>-44,794</b>	<b>-27%</b>
<b>Total Expenses</b>	<b>757,174</b>	<b>460,002</b>	<b>61%</b>	<b>844,977</b>	<b>645,162</b>	<b>-185,160</b>	<b>-29%</b>

**DEPT.3420**

	FY 16-17 Budget	FY 16-17 YTD	FY 16-17 % of Budget	FY 15-16 BUDGET	FY 15-16 YTD	VARIANCE OVER PRIOR YEAR	% of Change
<b>RECREATION SERVICES</b>							
<b>Revenues</b>							
Registration & Memberships	320,500	214,528	67%	308,000	230,458	-15,930	-7%
Misc. Income	250	0	0%	2,000	0	0	0%
<b>Total Revenues</b>	<b>320,750</b>	<b>214,528</b>	<b>67%</b>	<b>310,000</b>	<b>230,458</b>	<b>-15,930</b>	<b>-7%</b>
<b>Total Expenses</b>							
Personnel Services	109,261	49,075	45%	94,721	88,740	-39,665	-45%
Contractual Services	271,605	216,810	80%	266,419	212,778	4,032	2%
Other Services	56,280	45,472	81%	59,650	44,170	1,302	3%
Materials & Supplies	10,990	7,056	64%	11,680	6,640	416	6%
Other Expenses	7,839	5,901	75%	8,220	4,342	1,559	36%
Repairs & maintenance	17,000	10,708	63%	17,000	19,379	-8,672	-45%
		335,020			376,049	-41,028	-11%
Capital Outlay	123,500	104,437	0%	0	0	104,437	100%
<b>Total Expenses</b>	<b>596,475</b>	<b>774,477</b>	<b>130%</b>	<b>457,690</b>	<b>752,097</b>	<b>22,380</b>	<b>3%</b>

**Parks Recreation Revenue/Expense Summary**  
**February FY 2016-17**

**DEPT.34-BY DEPARTMENT**

<b>RECREATION SERVICES</b>	<b>FY 16-17 Budget</b>	<b>FY 16-17 YTD</b>	<b>FY 16-17 % of Budget</b>	<b>FY 15-16 BUDGET</b>	<b>FY 15-16 YTD</b>	<b>VARIANCE OVER PRIOR YEAR</b>	<b>% of Change</b>
<b>3421 General Interest</b>							
Revenues	12,000	10,991	92%	20,000	9,353	1,638	18%
Expenses							
Personnel Services	0	0	0%	0	1,373	-1,373	0%
Contractual Services	8,500	4,855	57%	10,000	5,848	-993	-17%
Other Services	0	0	0%	0	0	0	0%
Materials & Supplies	0	0	0%	0	0	0	0%
Repairs & Maintenance	0	0	0%	0	0	0	0%
Other Expenses	0	0	0%	0	0	0	0%
<b>Total Expenses</b>	<b>8,500</b>	<b>4,855</b>	<b>57%</b>	<b>10,000</b>	<b>7,222</b>	<b>-2,367</b>	<b>-33%</b>
<b>3422 Athletics</b>							
Revenues	140,000	72,456	52%	130,000	98,401	-25,946	-26%
Expenses							
Personnel Services	1,615	0	0%	1,615	0	0	0%
Contractual Services	90,000	47,975	53%	95,000	60,750	-12,775	-21%
Other Services	0	0	0%	1,300	0	0	0%
Materials & Supplies	1,500	1,225	0%	0	637	588	92%
Other Expenses	0	0	0%	0	0	0	0%
<b>Total Expenses</b>	<b>93,115</b>	<b>49,200</b>	<b>53%</b>	<b>97,915</b>	<b>61,387</b>	<b>-12,187</b>	<b>-20%</b>
<b>3423 Cultural Arts</b>							
Revenues	11,000	6,544	59%	7,000	7,403	-860	-12%
Expenses							
Personnel Services	4,306	1,292	30%	4,306	1,589	-297	-19%
Contractual Services	2,500	641	26%	2,500	400	241	60%
Other Services	0	0	0%	0	0	0	0%
Materials & Supplies	0	0	0%	0	0	0	0%
Other Expenses	0	0	0%	0	0	0	0%
<b>Total Expenses</b>	<b>6,806</b>	<b>1,933</b>	<b>28%</b>	<b>6,806</b>	<b>1,989</b>	<b>-56</b>	<b>-3%</b>
<b>3424 Early Childhood</b>							
Revenues	42,000	26,629	63%	47,000	31,902	-5,273	-17%
Expenses							
Personnel Services	19,484	14,918	77%	15,609	18,505	-3,587	-19%
Contractual Services	10,000	11,525	115%	14,000	7,484	4,040	54%
Other Services	0	0	0%	0	0	0	0%
Materials & Supplies	1,200	1,109	92%	1,350	1,187	-78	-7%
Other Expenses	0	0	0%	0	0	0	0%
<b>Total Expenses</b>	<b>30,684</b>	<b>27,552</b>	<b>90%</b>	<b>30,959</b>	<b>27,176</b>	<b>376</b>	<b>1%</b>

**Parks Recreation Revenue/Expense Summary**  
**February FY 2016-17**

**DEPT.3420-BY DEPARTMENT**

<b>RECREATION SERVICES</b>	<b>FY 16-17 Budget</b>	<b>FY 16-17 YTD</b>	<b>FY 16-17 % of Budget</b>	<b>FY 15-16 BUDGET</b>	<b>FY 15-16 YTD</b>	<b>VARIANCE OVER PRIOR YEAR</b>	<b>% of Change</b>
<b>3425 Fitness</b>							
<b>Revenues</b>	<b>34,500</b>	<b>19,921</b>	<b>58%</b>	<b>33,000</b>	<b>18,585</b>	<b>1,336</b>	<b>7%</b>
<b>Expenses</b>							
Personnel Services	0	0	0%	0	0	0	0%
Contractual Services	14,500	10,875	75%	16,000	10,343	532	5%
Other Services	0	0	0%	0	0	0	0%
Materials & Supplies	0	0	0%	0	0	0	0%
Other Expenses	0	0	0%	0	0	0	0%
<b>Total Expenses</b>	<b>14,500</b>	<b>10,875</b>	<b>75%</b>	<b>16,000</b>	<b>10,343</b>	<b>532</b>	<b>5%</b>

**3426 Platform Tennis**

	<b>FY 16-17 Budget</b>	<b>FY 16-17 YTD</b>	<b>FY 16-17 % of Budget</b>	<b>FY 15-16 BUDGET</b>	<b>FY 15-16 YTD</b>	<b>VARIANCE OVER PRIOR YEAR</b>	<b>% of Change</b>
<b>Revenues</b>							
Memberships/Lessons	65,000	64,390	99%	50,000	49,273	15,116	31%
Grant Funding	0	0	0%	0	0	0	0%
Lifetime and donations	0	0	0%	0	0	0	0%
	<b>65,000</b>	<b>64,390</b>	<b>99%</b>	<b>50,000</b>	<b>49,273</b>	<b>15,116</b>	<b>31%</b>
<b>Expenses</b>							
Personnel Services	0	0	0%	0	0	0	0%
Contractual Services	19,030	14,623	77%	9,919	8,008	6,615	83%
Other Services	5,500	4,947	90%	3,500	3,617	1,329	37%
Materials & Supplies	500	216	43%	950	55	161	0%
Repairs and Maintenance	15,000	9,140	61%	15,000	17,623	-8,484	0%
Other Expenses	50	0	0%	50	50	-50	0%
<b>Total Operating Expenses</b>	<b>40,080</b>	<b>28,925</b>	<b>72%</b>	<b>29,419</b>	<b>29,353</b>	<b>-428</b>	<b>-1%</b>
<b>Capital Outlay</b>							
Walkways	123,500	104,437	0%	0	0	104,437	0%
<b>Total Capital Outlay</b>	<b>123,500</b>	<b>104,437</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>104,437</b>	<b>0%</b>
<b>Total Expenses</b>	<b>163,580</b>	<b>133,361</b>	<b>0%</b>	<b>29,419</b>	<b>29,353</b>	<b>104,008</b>	<b>354%</b>

**3427 Special Events**

<b>Revenues</b>	<b>16,000</b>	<b>13,598</b>	<b>85%</b>	<b>21,000</b>	<b>15,541</b>	<b>-1,942</b>	<b>-12%</b>
<b>Expenses</b>							
Personnel Services	3,983	3,989	100%	2,153	4,323	-333	-8%
Contractual Services	27,850	25,657	92%	30,000	25,795	-138	-1%
Other Services	2,080	748	36%	1,250	2,036	-1,288	-63%
Materials & Supplies	5,140	3,304	64%	6,350	2,593	711	27%
Repairs & Maintenance	0	42	0%	0	0	42	0%
<b>Total Expenses</b>	<b>39,053</b>	<b>33,740</b>	<b>0%</b>	<b>39,753</b>	<b>34,747</b>	<b>-1,007</b>	<b>-3%</b>

**3428 General Rec Administration**

<b>Expenses</b>							
Personnel Services	79,873	28,875	36%	71,038	62,951	-34,075	-54%
Contractual Services	99,225	100,659	101%	89,000	94,150	6,509	7%
Other Services	48,700	39,777	82%	53,600	38,516	1,261	3%
Materials & Supplies	2,650	1,202	45%	3,030	2,168	-966	-45%
Repairs and Maintenance	2,000	1,526	76%	2,000	1,756	-230	0%
Other Expenses	7,789	5,901	76%	8,170	4,292	1,609	37%
<b>Total Expenses</b>	<b>240,237</b>	<b>177,941</b>	<b>74%</b>	<b>226,838</b>	<b>203,832</b>	<b>-25,891</b>	<b>-13%</b>
<b>Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Expenses</b>	<b>240,237</b>	<b>177,941</b>	<b>74%</b>	<b>226,838</b>	<b>203,832</b>	<b>-25,891</b>	<b>-13%</b>

**Parks Recreation Revenue/Expense Summary**  
**February FY 2016-17**

**DEPT. 3724**

	FY 16-17 Budget	FY 16-17 YTD	FY 16-17 % of Budget	FY 15-16 BUDGET	FY 15-16 YTD	VARIANCE OVER PRIOR YEAR	% of Change
<b>KLM LODGE</b>							
<b>Revenues</b>							
KLM Lodge Revenue	180,000	122,116	68%	160,000	168,757	-46,641	-28%
Caterer's Licenses	15,000	10,000	67%	15,000	13,766	-3,766	-27%
<b>Total Revenues</b>	<b>195,000</b>	<b>132,116</b>	<b>68%</b>	<b>175,000</b>	<b>182,523</b>	<b>-50,407</b>	<b>-28%</b>
<b>Expenses</b>							
Personnel Services	64,523	48,877	76%	65,200	64,390	-15,513	-24%
Contractual Services	25,318	15,447	61%	26,300	21,552	-6,105	-28%
Other Services	37,000	28,517	77%	46,900	28,072	445	2%
Materials & Supplies	9,400	3,588	38%	9,400	8,373	-4,785	-57%
Repairs & Maintenance	16,450	10,868	66%	9,250	6,131	4,737	77%
Other Expenses	50	552	1104%	650	504	49	10%
<b>Total-Operating Expenses</b>	<b>152,741</b>	<b>107,849</b>	<b>71%</b>	<b>157,700</b>	<b>129,021</b>	<b>-21,172</b>	<b>-16%</b>
Capital Outlay	60,000	33,598	56%	42,000	0	33,598	0%
<b>Total Expenses</b>	<b>212,741</b>	<b>141,448</b>	<b>66%</b>	<b>199,700</b>	<b>129,021</b>	<b>12,427</b>	<b>10%</b>

**DEPT. 3951**

	FY 16-17 Budget	FY 16-17 YTD	FY 16-17 % of Budget	FY 15-16 BUDGET	FY 15-16 YTD	VARIANCE OVER PRIOR YEAR	% of Change
<b>SWIMMING POOL</b>							
<b>Revenues</b>							
Pool Resident Pass	135,000	108,058	80%	160,000	113,187	-5,129	-5%
Non-Resident Pass	32,000	36,317	113%	12,000	27,575	8,742	32%
Pool Daily Fee	58,000	59,751	103%	65,000	55,142	4,609	8%
Pool Lockers	0	0	0%	0	0	0	0%
Pool Concession	8,200	8,300	101%	8,000	8,200	100	1%
Class-Registration -Resident	24,000	19,027	79%	26,500	19,586	-559	-3%
Class-Registration Non-Resident	6,500	7,395	114%	5,200	6,339	1,056	17%
Private Lessons	10,500	12,732	121%	8,000	9,575	3,157	33%
Misc. Revenue (Rentals)	32,000	28,257	88%	26,000	29,458	-1,201	-4%
Town Team	17,000	17,441	103%	24,500	13,373	4,069	30%
10-Visit Pass	22,000	23,478	107%	22,000	21,902	1,576	7%
<b>Total Revenues</b>	<b>345,200</b>	<b>320,755</b>	<b>93%</b>	<b>357,200</b>	<b>304,336</b>	<b>16,419</b>	<b>5%</b>
<b>Expenses</b>							
Personnel Services	166,858	150,566	0%	166,858	147,053	3,513	2%
Contractual Services	35,450	32,029	90%	22,750	16,351	15,677	96%
Other Services	41,500	27,327	66%	36,500	29,512	-2,185	-7%
Materials & Supplies	28,255	28,174	100%	30,950	21,867	6,307	29%
Repairs & Maintenance	28,240	16,704	59%	37,000	47,682	-30,978	-65%
Other Expenses	6,700	4,785	71%	6,700	4,365	420	10%
Risk Management	0	0	0%	0	0	0	0%
<b>Total-Operating Expenses</b>	<b>307,003</b>	<b>259,586</b>	<b>85%</b>	<b>300,758</b>	<b>266,830</b>	<b>-7,244</b>	<b>-3%</b>
Capital Outlay	65,000	63,316	97%	14,000	6,524	56,792	871%
<b>Total Expenses</b>	<b>372,003</b>	<b>322,902</b>	<b>87%</b>	<b>314,758</b>	<b>273,354</b>	<b>49,548</b>	<b>18%</b>

	FY 16-17 Budget	FY 16-17 YTD	FY 16-17 % of Budget	FY 15-16 BUDGET	FY 15-16 YTD	VARIANCE OVER PRIOR YEAR	% of Change
<b>Capital Expenses</b>	<b>508,000</b>	<b>323,303</b>	<b>64%</b>	<b>287,000</b>	<b>173,270</b>	<b>150,033</b>	<b>87%</b>
<b>Operating Expenses</b>	<b>1,705,212</b>	<b>1,537,418</b>	<b>90%</b>	<b>1,804,882</b>	<b>1,860,700</b>	<b>(323,282)</b>	<b>-17%</b>
<b>Total Expenses</b>	<b>2,213,212</b>	<b>1,860,721</b>	<b>84%</b>	<b>2,091,882</b>	<b>2,033,970</b>	<b>-173,249</b>	<b>-9%</b>
<b>Total Revenues</b>	<b>916,950</b>	<b>731,972</b>	<b>80%</b>	<b>890,700</b>	<b>776,366</b>	<b>-44,394</b>	<b>-6%</b>
Revenue Offset Difference	(1,296,262)	(1,128,749)	87%	(1,201,182)	(1,257,604)	128,855	-10%



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## MEMORANDUM

**DATE:** March 28<sup>th</sup>, 2017

**TO:** Kathleen A. Gargano, Village Manager

**FROM:** Heather Bereckis, Interim Manager of Parks & Recreation

**RE:** Pool Concessions Contract

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Staff prepared a Request for Proposals (RFP) and distributed the pool concession lease to 11 vendors. Proposals were received from C&W Concessions, INC and RV Concessions, LLC. The last proposal cycle of the concession agreement received two submittals which were from C&W Concessions, INC and Organic Life, LLC. Pool concessions have been a contracted service since 1986.

A table with the vendors' references is provided below. C&W Concession's has been the vendor at the Hinsdale Community Pool since 2005. C&W Concessions provides concession services at the Clarendon Hills Park District Pool and the Darien Swim and Recreation Club. Staff has been happy with the services C&W Concessions have provided over the years. They require little supervision, communicate well with Pool and Village staff, provide consistent service, and are always willing to modify hours and menus as requested by staff or patrons of the pool. Previous pool surveys have indicated general satisfaction from patrons, with the request for more healthy options on the menu; this has been accommodated with the addition of fresh fruits, grilled chicken salads, and yogurt with granola.

RV Concessions began concession management in 2009 and they have successfully operated a restaurant in Norridge for approximately 30 years. They currently provide concession services at six Park Districts in the greater Chicago area. Staff contacted RV Concessions references and conducted a brief interview with their staff during the facility tour. The majority of their references were favorable, though some negative feedback was received. The main concerns were related to consistent staffing, onsite managerial staff, pricing, and communication. Additionally, RV Concessions works mainly in the North/Northwestern region of great Chicago, with their closest contract being in Elmhurst; this could be a concern should there be product or staff shortages at any time.



## MEMORANDUM

References			
Vendor	Facility/Years	Facility/Years	Facility/Years
C&W Concessions	Clarendon Hills Park District 19 years	Darien Swim & Racquet Club 12 years	Hinsdale Community Pool 12 years
RV Concessions	Elk Grove Park District 7 years	Elmhurst Park District 3 years	Norridge Park District 3 years

The table below provides a summary of the rental terms as submitted by the vendors. The proposals required that the vendors submit a monthly rent with a percentage of gross sales, and an aggregate amount for a 12 month lease. RV Concessions opted not to provide a monthly payment option. For the past eight years, the terms of the concession lease have been an aggregate payment. These terms have provided a predictable revenue source that is not subject to the seasonality of the pool operation. The concession revenue history is also included below.

C&W Concessions has shown a decrease in revenue over the past 3 years; due to this decrease, the current proposed flat rate payment is \$900 less than the previous year. RV Concessions has submitted a proposed flat rate at \$400 less than the previous year's lease revenue with C&W Concessions; which is \$500 more than the current proposal by C&W.

Vendor	Flat Rate Lease Terms	Monthly/Percentage -12 month period
	Year 1	Year 1
C&W Concessions	\$7,500	\$150 10% of sales
RV Concessions	\$8,000	N/A

Concessions Revenue History		
Year	Revenue	Terms
2007	\$5,211	\$1,200 plus 10% of sales
2008	\$7,739	\$1,200 plus 10% of sales
2009	\$7,000	Aggregate Rate
2010	\$7,000	Aggregate Rate
2011	\$7,350	Aggregate Rate
2012	\$7,717	Aggregate Rate
2013	\$7,950	Aggregate Rate
2014	\$8,000	Aggregate Rate
2015	\$8,200	Aggregate Rate
2016	\$8,400	Aggregate Rate

## MEMORANDUM

The table below compares the pricing of several items submitted by the vendors. Both vendors carry typical concession type foods. Staff has spoken with both vendors regarding their ability to add menu options and they have committed to offering similar items or additional items as requested by the Village.

Menu Options w/Pricing							
Vendor	Pizza Slice	Hot Dog	Nachos	Soft Pretzel	Grilled Chicken Salad	Ice Cream	Pop
C&W Concessions	\$4.00	\$2.25	\$3.00	\$2.25	\$4.00	\$2.75	\$1.50
RV Concessions	\$3.75	\$3.75	\$4.00	\$3.00	\$5.50	\$3.50	\$2.50

The proposals submitted by the vendors provide comparable terms related to operations of the pool concessions, with the exception of aggregate rent. With past RFP's, staff has recommended to accept the proposal offering the most collected revenue, which has always resulted in C&W Concessions receiving the contract. In this situation higher revenue would be collected from RV Concessions; a difference of \$500. Staff asked that the Commission consider whether the additional revenue would warrant a change in vendor from the current provider in good standing.

At the March 7<sup>th</sup> Special Meeting of the Parks & Recreation Commission, members of the commission voted in favor of providing a one year with option for 2 additional year's contract to C&W Concessions. Members felt the additional \$500 in revenue did not warrant a change in vendor. Commission members did request that staff closely monitor sales for the summer and document with weekly reports. The commission also requested that the concession vendor consider a slight increase of pricing, the offering of more specials and packages, consider outside sales, and to consider opening for morning lap swim. Commission members have asked to reevaluate the rental fee each year prior to contract renewal, a stipulation the concession vendor was comfortable with issuing and is documented in the attached contract.

# **VILLAGE OF HINSDALE**

19 E. Chicago Ave.  
Hinsdale, IL 60521

## **AGREEMENT FOR: Community Pool Concessions**

C&W Concessions  
Dave Creamer  
20350 Cobble Stone Court  
Frankfort, IL 60423

**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 **C&W Concessions**. 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, 2017, between the VILLAGE OF HINSDALE, an Illinois municipal corporation ("Licensor" or "Village"), and C & W Concessions, an Illinois company with its offices at 20350 Cobble Stone Court, Frankfort, Illinois 60423 ("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 designated 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. As a part of this License Agreement, Concessionaire shall be allowed to store items associated with this concession stand at a designated location at Veeck Park, 701 47<sup>th</sup> Street, Hinsdale, Illinois 60521.

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. In addition to the Concession Area, Concessionaire shall be authorized to utilize the use of 200 square foot portion of area designated in EXHIBIT "B" ("Storage Area") at Veeck Park located at 701 47<sup>th</sup> Street, Hinsdale, Illinois 60521. Concessionaire shall have no rights as a tenant or lessee by law, equity, or otherwise, in the Concession Area or the Storage Area.

### 2. TERM.

2.1 *Initial Term.* The term of the License herein granted shall commence on its date of execution by the parties and shall end on March 1, 2020.

2.2 *Delivery.* This License Agreement shall commence upon delivery of the Concession Area by Licensor to Concessionaire (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 stipulated sum fee of \$7,500 for 2017 and a negotiable fee, as determined by the Village of Hinsdale and Concessionaire prior to the 2018 and 2019 seasons ("Fee") for the term of the License Agreement for the use of the Concession Area as provided herein. This Fee shall be made payable in equal installments beginning on June 1, 2017 and the final payment due on September 30<sup>th</sup>, 2017. The fee for each subsequent year shall be made payable in equal installments beginning on June 1<sup>st</sup> of the subsequent year and the final payment due on September 30<sup>th</sup> of the subsequent year or years.

4. **WATER, GAS AND ELECTRIC CHARGES.** Licensor will pay all water, sanitary sewer, natural gas, and electric light and power bills 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, 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 "C". Concessionaire shall be required to be open during public swim sessions which are generally Monday through Friday 12:30 pm-8:00 pm, Saturdays and Sundays from 12:00 pm-8:00 pm during regular summer hours. There will be reduced hours on Memorial Day, July 4<sup>th</sup>, 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 10.2 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 "D" 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 "D", 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 "D". 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 "D" 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.

**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 with 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 "E".

- 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 "F".
- f. Concessionaire certifies that all of the information and representations contained in its Concession RFP Response, and submitted to the Licensor on 2/21/17, 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 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 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: Director of Parks and Recreation  
19 E. Chicago Avenue  
Hinsdale, Illinois 60521  
(630) 789-7097 (Telephone)  
(630) 789-7016 (Fax)

with a copy to: Lance C. Malina  
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: Dave Creamer  
C & W Concessions  
20350 Cobble Stone Court  
Frankfort, IL 60423  
708/308-1665

## 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**

**C & W Concessions**

\_\_\_\_\_  
**Village Manager, Kathleen A. Gargano**

\_\_\_\_\_  
**Authorized Officer**

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

**Its:** \_\_\_\_\_

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

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

**ATTEST:**

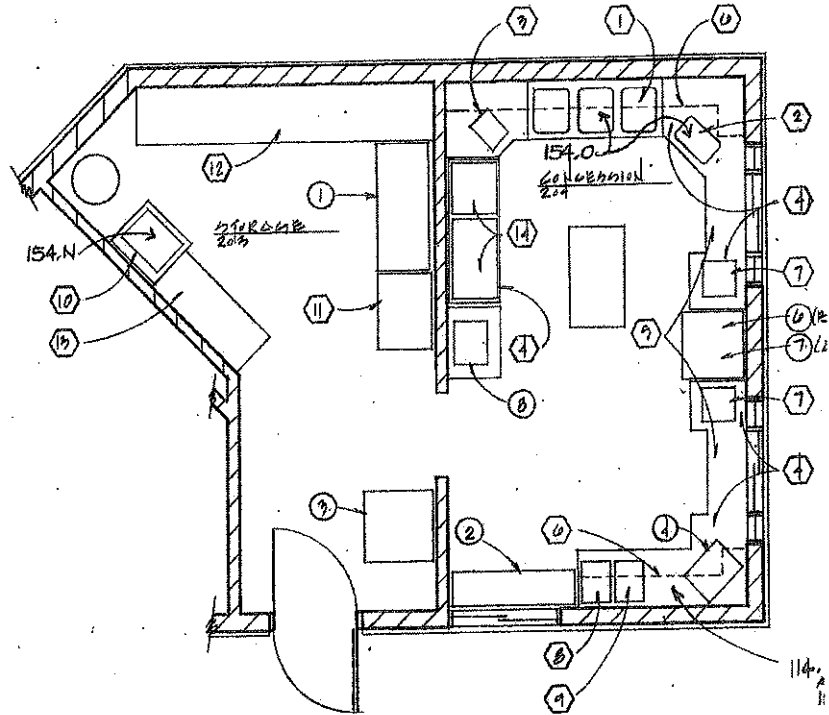
**ATTEST:**

\_\_\_\_\_  
**Village Clerk, Christine Bruton**

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

**Its:** \_\_\_\_\_

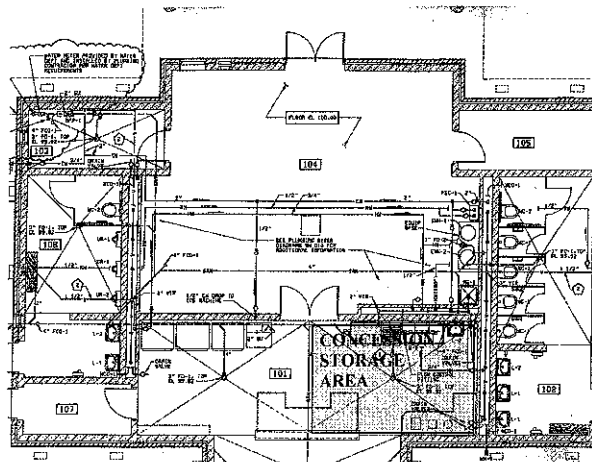
# EXHIBIT "A"



## EXHIBIT "B"

### Veeck Park Concession Storage

Storage area is marked in gray  
Community Pool Concession Area





## **EXHIBIT C**

### **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"**

### **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 microwave oven
- popcorn machine
- pizza oven
- NFS approved shelving
- a range hood measuring 48" x 36".

Storage is available to the Concessionaire at the Veeck Park Concession Building.

**EXHIBIT "E"**

**CERTIFICATION UNDER 720 ILCS 5/33E-11**

I, \_\_\_\_\_ (name), certify that I am employed as the  
\_\_\_\_\_ (title) of \_\_\_\_\_ ( C& W Concessions), 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 \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

## EXHIBIT "F"

### TAX COMPLIANCE CERTIFICATION

Illinois Department of Revenue – Tax Compliance

C& W Concessions 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:

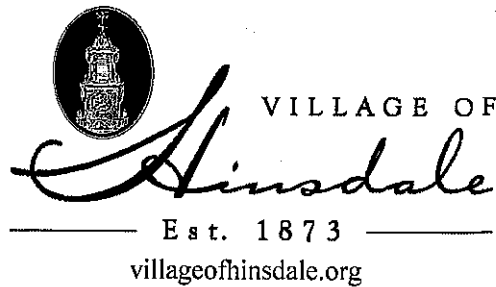
- a. it is contesting its liability for the tax or the amount of tax in accordance with procedures established by the appropriate Revenue Act; or
- b. it has entered into an agreement with the Department of Revenue for payment of all taxes due and is currently in compliance with that agreement.

By: \_\_\_\_\_  
Authorized Agent of Contractor

Subscribed and sworn to  
Before me this \_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

Village Hall  
19 East Chicago Avenue  
Hinsdale, Illinois 60521-3431  
630-789-7000



7a.  
Fire & Police Departments  
121 Symonds Drive  
Hinsdale, Illinois 60521-3744  
Fire 630-789-7060  
Police 630-789-7070

To the Village President, Trustees, Finance Commission and Residents of the Village of Hinsdale:

On behalf of the Village staff, we are pleased to submit for your review and consideration the proposed Village of Hinsdale Fiscal Year 2017-18 Budget covering the Village's fiscal year period from May 1, 2017-April 30, 2018.

The purpose of the budget is to align everyday operations and Village resources with community priorities. Maintaining an exceptional quality community requires a strong partnership between the Village's elected officials, appointed Commission members and staff in unison with its residents and the business community. The guide to determine a community's values and goals lies within its annual budget as it serves as a resource for all stakeholders to understand the mission of the Village and how the Village plans to achieve certain goals as established by the Village Board.

The Village Board has clearly identified the following goals: (1) improving the Village's infrastructure focusing on its roads, water mains and sewers, (2) holding the line on spending, (3) revitalizing the business districts, and (4) providing high quality services to its residents. The FY 2017-18 Budget submitted complies with the goals established by the Village Board as outlined below.

The FY 2017-18 Budget demonstrates the Village's continued commitment to delivering exceptional service at a value to residents, businesses and other stakeholders. The Budget also builds on the positive budget performance of the prior year. Before moving forward, it is important to reflect on the accomplishments and challenges of FY 2016-17.

#### ***Fiscal Year 2016-17 Year End Review-Corporate Fund***

As of April 30, 2017, the Village projects to have an operating budget surplus that is \$468,000 above the original budget forecast. Revenues are projected to be approximately \$439,000 below budget due primarily to under budget performance in income and sales tax revenue, utility taxes, permit fees, and service charges. On the expenditure side, total expenditures were \$908,000 below budget as a result of operating expenses being \$608,000 below budget (most budget programs had favorable budget performance) and the Village did not use the \$300,000 contingency line item.

Due to the favorable budget performance, at the end of FY 2016-17 the budget includes using the operating surplus and a portion of the residual fund balance to make an additional transfer of \$700,000 to the Village's Annual Infrastructure Fund, bringing the total amount transferred to \$1,000,000 for FY 2016-17. These funds will be used to address a number of infrastructure needs that are not provided for in the Village's Master Infrastructure Plan (MIP) and other needs such as a parking deck in the Central Business District. After the discretionary transfer, the end of year fund balance ratio is projected to be 26.5% of operating expenses, which exceeds the minimum target level of 25%.

During FY 2016-17, the Village Board continued its goal to invest in Village infrastructure, as approximately \$5.5 million in infrastructure improvements were completed, most included as part of the MIP: \$1.3 million in road reconstruction and resurfacing, \$3.8 million for Phase III of the Woodlands project, and \$0.4 million in other projects.

In 2012, the Village created a "Capital Reserve," which is a sub-fund of the Corporate Fund. The purpose of the Capital Reserve is to set aside funds for the systematic replacement of departmental capital outlay items, which are capital items that are non-recurring and exceed \$10,000 in cost. In FY 2016-17, the Village funded \$1,056,000 in departmental capital expenditures. These investments are required in order to continue to provide Village services. Major departmental capital expenditures completed in FY 2016-2017 include: replacement of two police patrol vehicles (\$86,000), replacement of two large Public Services trucks (\$219,000, which includes a snow plow and other equipment to better respond to winter weather events), ADA upgrades to the lower level of the Memorial Building (\$122,000), replacement of the walkways at the platform tennis facility in KLM Park (\$101,000), and Central Business District parkway and hardscape improvements (\$60,000).

The community should feel confident that their local tax dollars are well managed, and the Village Board is appropriately responding to the observed financial trends. The Village is proud of its AAA bond rating, which was last reaffirmed by S&P in June 2014 and was most recently reaffirmed by Fitch in December 2016. As S&P noted, the AAA rating is based on the Village's financial flexibility due to its conservative approach to budgeting on both the revenue and expenditure side of the budget, as well as the community's diverse revenue base, moderate debt burden and strong financial management practices. In the most recent Fitch update, they noted "Hinsdale's solid revenue growth prospects and expenditure management, as well as low long-term liabilities and exceptional financial resilience."

The Village continues to work to further enhance the vitality of its business districts, with recent investments to Burlington Park that included improvements to the Village notification signage and upgraded electrical service and lighting during the holiday season. During FY 2016-17, both the new AMITA Cancer Treatment Center in the

Ogden Avenue corridor and the Casa Margarita Restaurant in the Brush Hill Train Station opened for business. Also during FY 2016-17, the Village entered into an agreement with the Land Rover car dealership to remain in Hinsdale and relocate to the long-vacant GM training site on Ogden Avenue. In FY 2017-18, the Village is looking forward to additional occupancy of the Garfield Crossing redevelopment project at First and Garfield in the Central Business District.

### *Upcoming Fiscal Year 2017-2018*

#### **Budget Formulation**

The Village's Annual Budget is developed by Village staff using revenue assumptions provided by the Village's Finance Commission. The Finance Commission plays an integral role in the budget process and other related financial matters affecting the Village.

The Village's major revenue sources are sales tax, property tax, utility taxes, and the state income tax (a revenue source shared by the State of Illinois on a per capita basis). Over the past four budget years, building permit fees for the Village had experienced significant growth, and most of the Village's other revenue sources had posted modest increases. During FY 2016-17, the Village experienced declines in some of its major revenue categories, which will subsequently impact the FY 2017-18 Budget and potentially affect future budget years.

The FY 2017-18 Budget includes projections that are in line with trends discussed with the Village's Finance Commission, which is comprised of financial experts in the community. The Finance Commission provided staff with revenue projections for the following critical revenues used to support Village operations:

- The Village's 1% share of Sales Tax revenue and the 1% Non-Home Rule Sales Tax are projected to increase 3% for FY 2017-18.
- For FY 2016-17, actual Income Tax revenues are expected to be \$1,601,000, which is \$191,000 or 10.7% below the prior year. The Village still awaits some kind of reasonable explanation from the State as to the underlying cause of this variance, which is not reflective of what is going on in the Illinois economy in general, and the DuPage Mayors and Managers is also looking into this on behalf of all impacted communities. For FY 2017-18, the Finance Commission recommended an increase of 3%. Please note that for next year any possible changes in the State revenue sharing formula as a result of the State budget deliberations could impact these projections.
- Food and Beverage Tax revenues are projected to increase 3%.

- Utility Tax revenue on electric and natural gas service is projected to increase by 3% and 5% respectively, as the revenue in FY 2016-17 was negatively impacted by cooler weather and it is expected that revenues will return to a more normalized amount.
- Utility Tax Revenue on telephone service is projected to be flat. After posting an increase of 5.9% in FY 2015-16, this revenue source is expected to decline by 7.8% in FY 2016-17.
- Building Permit revenues for FY 2017-18 for most permit categories are projected to increase 5% over the prior year, recognizing that FY 2016-17 was a down year and some permit fee revenue is expected in FY 2017-18 from the proposed Hinsdale Meadows development.
- Property Tax revenue is the largest single source of revenue in the General Corporate Fund. The FY 2017-18 Budget is based on the 2016 tax levy that was approved by the Village Board in December 2016, whereby the Village tax levy for existing property could only be increased by 0.7%, which is the maximum amount allowed by law under the Property Tax Extension Limitation Law (or "tax cap") for Illinois Non-Home Rule municipalities. Please note that the maximum increase amount of 0.7% does not begin to cover increased operating costs and is needed to offset other declines in more volatile revenue sources.

Using the Finance Commission's revenue assumptions that established revenues available to support expenses, staff began development of the FY 2017-18 Budget. As part of the budget development process, the Department Directors meet with the Budget Team consisting of the Village Manager, Finance Director, Assistant Finance Director, and Management Analyst, and review the proposed budget.

Each Department Budget includes Department goals and objectives that tie to specific budget requests and a summary of prior year accomplishments. Additionally, all department budget presentations include activity measures, which provide information regarding volumes of activity. Departments also have performance measures for those departments in which service delivery to the residents may be quantified. We hope that the Village Board continues to find value in the information that is included in the budget presentation. The performance measures are considered dynamic and may be altered to meet the service expectations and goals of the Village Board and community.



We are pleased to report that the proposed FY 2017-18 Budget is balanced and provides for an ending unrestricted fund balance reserve of 25.3%, which exceeds the minimum target of 25%. We would like to highlight the following:

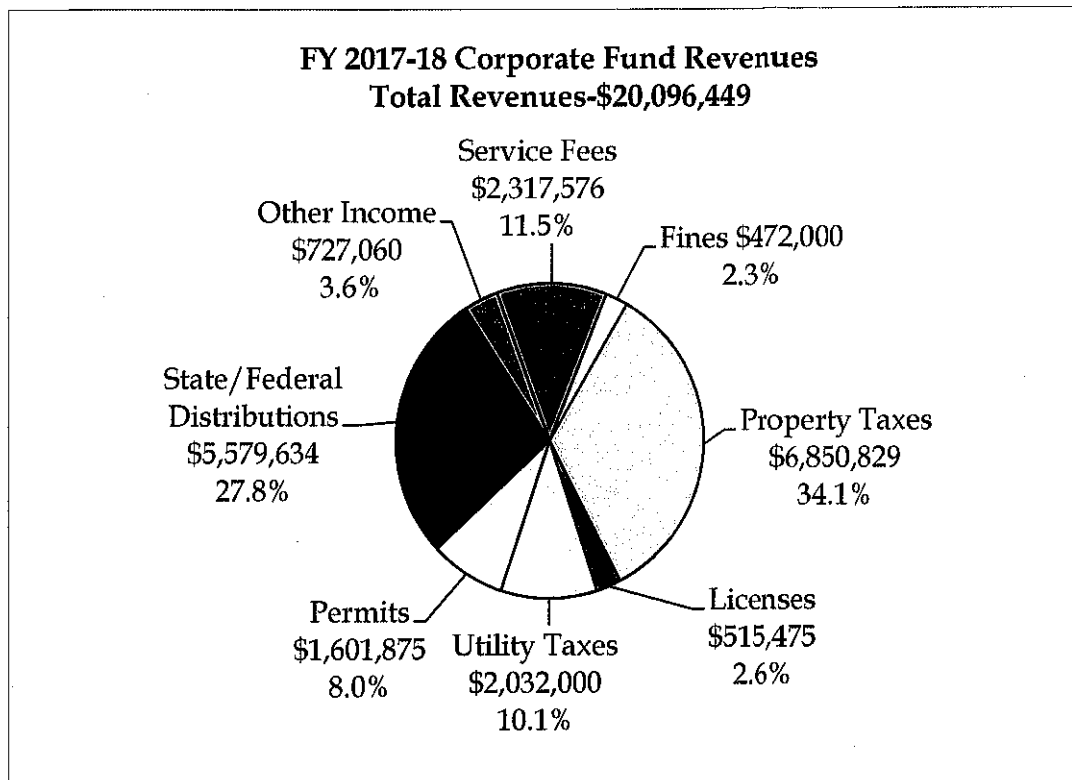
- The FY 2017-18 Budget maintains all existing Village services.
- The FY 2017-18 Budget includes a \$350,000 contingency amount, which has been increased from \$300,000 in the prior year. The contingency amount was set at roughly the maximum amount that would be available, after funding for operating costs and transfers, and still produce a balanced budget. Staff recommends maintaining a sizable contingency amount due to the constant threat from the State of Illinois to make revenue sweeps, reduce revenue sharing, or to enact a property tax freeze. Also for FY 2017-18, the Village may incur expenses related to the possible expansion of the I-294 Tollway through Hinsdale.
- The FY 2017-18 Budget does not include a budgeted transfer to the Annual Infrastructure Fund. When the fund was originally created, it was expected that budget surpluses would be the funding sources for this fund. In the event that there are positive operating results or that contingency funds are not needed in this budget year, additional funds can be earmarked to this Fund at the end of FY 2017-18 for this purpose.
- The FY 2017-18 Budget provides for MIP capital funding for critical infrastructure improvements in the Village, including:
  - \$223,000 for engineering costs, mostly for MIP projects.
  - \$1,135,000 for street resurfacing and maintenance work.
  - \$710,000 for street reconstruction work. This amount is low in comparison to prior years due to the reconstruction of a portion of Vine Street being advanced from 2017 in the MIP to 2016 due to its extensively deteriorated condition.
  - \$342,000 for the 2017 Water Main project along Symonds Drive and Elm Street.
- The FY 2017-18 Budget provides for non-MIP infrastructure improvements in the Village, including:
  - \$100,000 for the payment of remaining expenses related to the construction of the Oak Street Bridge.
  - \$800,000 for resurfacing streets and \$200,000 to improve most crosswalks in the Central Business District.
  - \$105,000 for the replacement of sidewalks in areas throughout the Village, consisting of the Village's normal \$85,000 contribution to the 50/50 sidewalk program as well as \$20,000 in contributions expected from residents.

- There is approximately \$2 million in the Annual Infrastructure Fund to fund infrastructure-related work outside the scope of the MIP that may include the repair of additional brick streets, storm water management improvements, water main replacement, or additional street repairs.
- \$2.8 million for drainage and storm water management improvements in the Graue Mill subdivision. This project is funded almost entirely with grants, with the Village's net contribution limited to \$104,000. Since the Village is the named agency receiving the grant revenue from FEMA, the cost of the project and related grant revenue must be accounted for by the Village.

The FY 2017-18 Budget also provides for Departmental Capital expenditures. All of the proposed expenditures were included in the FY 2017-18 through FY 2021-22 Capital Improvement Plan (CIP) that was discussed at a joint meeting of the Committee of the Whole and the Finance Commission in January 2017. The CIP was approved by the Village Board on March 7, 2017. Significant Departmental Capital items recommended for FY 2017-18 include:

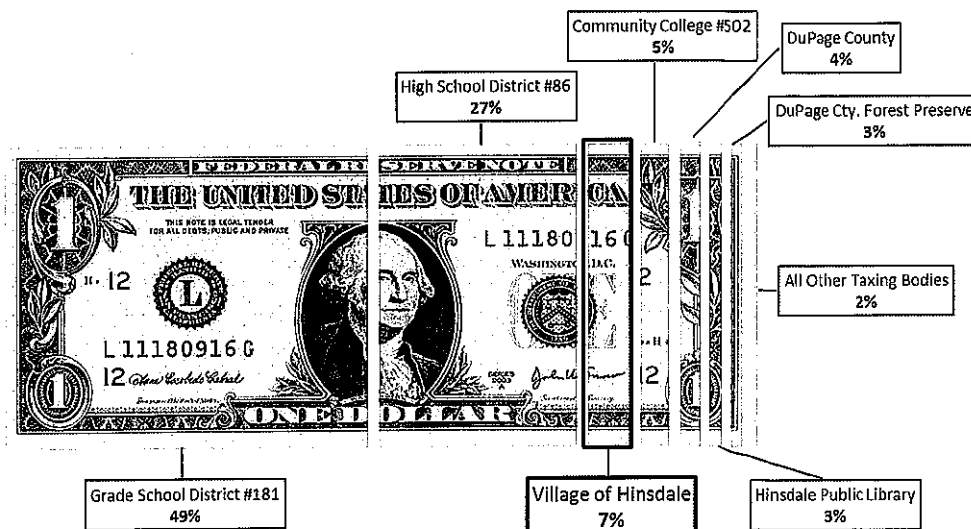
- \$260,000 to replace Ambulance Unit #1014
- \$250,000 to complete Phase I of the project to replace and improve the Village's ERP systems
- \$210,000 to replace the roof at the Public Services building
- \$160,000 for replacement of a large dump truck with enhanced snow removal equipment in the Public Services Department
- \$155,000 in various improvements to the Village's computer network, which is expected to include installation of fiber optic cabling to connect Village Hall with the Police/Fire facility as well as the Public Services facility
- \$154,405 to improve the tennis courts at four park locations
- \$150,000 for a number of improvements in the Central Business District, as recommended by the Economic Development Commission
- \$115,000 to purchase and equip a water main response van for the Water Department
- \$110,000 to replace Forestry Unit #16
- \$85,000 to replace Unit #29, which is a backhoe used extensively by the Water Department
- \$75,000 to complete the water meter replacement project
- \$66,000 for replacement of police vehicles consistent with the Department's replacement schedule

## Operating Revenues

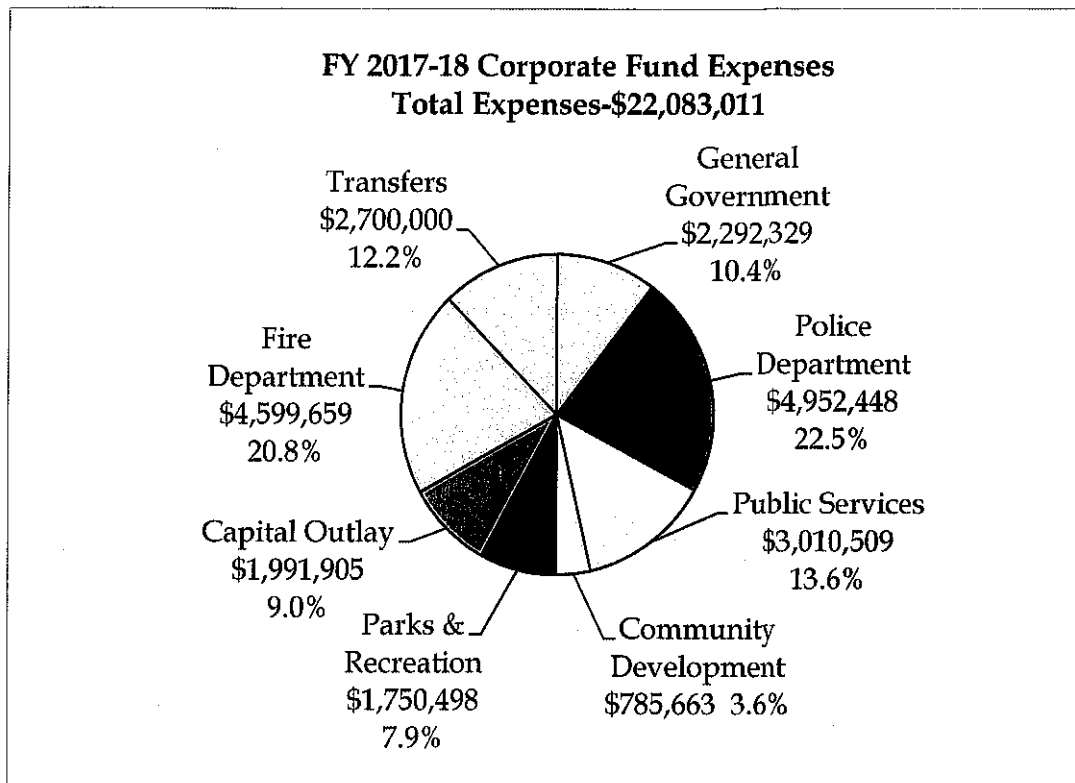


The total revenues of the Village's Corporate Fund are projected to be \$20,096,449 and reflect a decrease of \$32,099 (-0.26%) over the prior year. The significant factors affecting major revenue categories have been discussed earlier in this letter.

It is worthwhile to note that as an Illinois Non-Home Rule municipality, the Village is subject to a restriction that ties annual property tax increases to the Consumer Price Index. As stated above, for FY 2017-18, this increase will be 0.7%. As illustrated below, the Village collects about 7% of each property tax dollar paid by residents.



## Operating Expenses



The operating expenses for the Corporate Fund are budgeted at \$17,041,106, reflecting an increase of \$213,815 (1.3%) over the prior year. (Of the total of \$22,083,011 reported in the graph above, \$17,041,106 relates to ongoing operations of Village services.) It should be noted that for FY 2017-18, state mandated pension contributions to the Police and Firefighters' Pension Fund are projected to increase by \$229,331. Absent the increase in pension contributions, the remainder of the operating budget is actually declining by \$15,516.

Total personnel expenses are projected to increase by \$227,856 or 1.93%. Please note that this change is inclusive of merit/step increases and a 2% annual wage adjustment for most current employees, all staffing changes, increases in the cost of employee insurance, and significant increases in Police and Fire pension contributions. Absent the increase in pension contributions, total personnel expenses are budgeted to decline by \$1,475.

During FY 2016-17, the Village Board approved a number of staffing changes in the General Government Department, Police Department, and Parks and Recreation Department. The FY 2017-18 Budget includes proposed staffing changes in the Public Services and Parks and Recreation Departments aimed at improving efficiencies. For FY 2017-18, the number of full-time employees is budgeted at 96, an increase of three from FY 2016-17 (this includes a temporary increase of one patrol officer in the Police

Department in anticipation of employee retirements, which was previously approved by the Village Board). For FY 2017-18, the number of regular part time employees is budgeted at 13.8 FTE, a decrease of 1 FTE from the prior year. Thus, in terms of total FTE staffing, the total number of FTE employees for FY 2017-18 is budgeted at 109.8 FTE, an increase of 2 FTE from FY 2016-17. A detailed listing of staff positions for each department for the last two years is included in the "All Programs Summary" page that is located in each department's section of the budget book.

### ***Fiscal Year 2016-17 Year End Review-Water and Sewer Funds***

The financial presentation for the Water and Sewer Funds begins on page 120. For FY 2016-17, total water and sewer fund revenue is estimated at \$8.7 million, which is \$0.5 million or 5.6% below budget. The under budget performance is due to a continuing decrease in water demand, some of which is due to seasonal factors. For calendar year 2016, the amount of water purchased from DuPage Water Commission (DWC) was 10% below the previous 14-year average. This directly translates into reduced water and sewer revenue. On the expense side, total operating expenses are estimated at \$7.2 million, which is \$317,000 below the budgeted amount. Most of this decline is due to water purchased from DWC being \$195,000 below budget, again being reflective of the decrease in the demand for water.

### ***Upcoming Fiscal Year 2017-2018***

For the FY 2017-18 Budget, Water and Sewer revenues are estimated at \$9.2 million, based on the expectation that the Village will bill 82% of 875 million gallons of water purchased from DWC (this is the average amount of water purchased for the last four years). Some additional revenue is also expected as a result of the installation of new water meters. On the expense side, total operating expenses are budgeted at \$7.5 million, a decrease of \$9,500 or 0.17% from the prior year. After four consecutive years of large rate increases from DWC, the rate for 2016 actually decreased slightly from \$4.85 to \$4.80 per 1,000 gallons. However, the Village recently received notice from DWC of their intent to increase the rate to \$4.88 per 1,000 gallons on May 1, 2017. Due to the recent DWC rate increase and the continued decline in water demand, there is an objective in the budget to undertake a water rate review in the early part of FY 2017-18.

In the Water and Sewer Operations and Maintenance Fund, capital outlay expenditures are projected at \$405,000 for FY 2017-18. This includes \$75,000 for completion of the water meter and meter reading system project, \$115,000 to purchase and equip a water main response van, \$85,000 to replace a backhoe, and \$130,000 for various other capital outlay items.

The Water Capital Fund is used to account for the cost of infrastructure improvements benefiting the Water and Sewer utility. Most of these projects are included in the MIP. For FY 2017-18, the budget includes \$316,000 in sewer improvements and \$342,000 in

water system improvements. A detailed listing of projects included may be found on page 121. Financing of the Water Capital Fund comes first from operating surpluses in the Water and Sewer Operations Fund, whereby most residual amounts are transferred to the Water Capital Fund. For FY 2017-18, it is expected that \$442,000 will be available for a capital transfer. After utilizing funds from operations, the secondary source of funding comes from the MIP Infrastructure Projects Fund. For FY 2017-18, it is expected that a transfer of \$200,000 from the MIP Infrastructure Projects Fund will be required to assist with funding of the Water and Sewer Fund's share of the MIP program.

## **Pensions**

Qualifying Village employees are covered by three defined-benefit pension plans. These include two locally-managed funds, the Police Pension Fund (covering sworn police officers) and the Firefighters Pension Fund (covering sworn members of the Fire Department), as well as one statewide fund, the Illinois Municipal Retirement Fund (IMRF), which covers all other qualified public employees. The benefit levels of all three of these pension plans are governed by state law and may only be amended through acts of the Illinois General Assembly.

In 2010, the General Assembly took its first steps toward controlling these costs by implementing a new two-tier pension system for all municipal employees. Insofar as the Village is concerned, this impacts all new IMRF plan participants, as well as all police officers and firefighters hired on and after January 1, 2011. Plan participants in the new tier will be required to work additional years to qualify for benefits, will have those benefits capped as a percentage of a maximum income, and will be subject to new rules to prevent "double-dipping" and other practices that increase costs. However, it will take a number of years before significant savings are realized in this regard, as employee turnover will be needed to replace Tier 1 employees with new Tier 2 employees.

For the two locally managed pension funds (Police and Fire), actuarial assumptions are necessary in determining employer contributions. The principal assumptions that have the greatest impact are salary growth, rates of retirement, mortality rates and investment rate of return. Information regarding the Police and Fire Pension Funds may be found on pages 134 and 135.

## **Risks to the Adopted Budget**

As discussed previously, until the State of Illinois solves its budget issues, the Village and all Illinois municipalities face an ongoing risk that the state of Illinois will decrease or eliminate funding to municipalities. The threat of this decrease has existed since February 2015, and it remains a significant concern, as the State has not been able to approve a budget resolution since July 2015. For the future, there has also been

substantial discussion about the State freezing municipal property tax levies for some period of time. The Village currently receives approximately \$1.65 million annually from its per-capita share of the State's Income Tax collections, which could be negatively affected if the State alters the revenue sharing formula. Additionally, while the overall revenue increases are conservative, there is a chance that the economy could slow, reducing revenues below budget.

Staff will monitor and report revenue performance to the Village Board as necessary throughout FY 2017-18. If revenues are performing below budget projections, staff will apprise the Village Board and make recommendations as to how to address the shortfalls; staff believes that the Contingency amount of \$350,000 would be sufficient to mitigate the potential impact on Village operations.

### **Acknowledgements**

The annual Budget is one of the Village's most important documents. The Budget provides residents a clear delineation of the community's values by virtue of where its financial resources are placed. The Village Board and the Department Directors, in conjunction with their staff, work to treat each year's Budget as an economic plan subject to continuous improvement throughout the year.


The exceptional work of all members of the Village staff touches the lives of residents every day. We are most appreciative of the talented staff of the Village, who on a daily basis provide quality services to the community.

We would like to express appreciation to each of the Village's elected officials, as it is through your thoughtful stewardship that the Village continues to thrive. The Board, individually and collectively, serve as examples of how informed decision-making, responsible management, and fiscal responsibility positively impacts the Hinsdale community. We look forward to working with the Village Board in implementing the initiatives outlined in this budget and continuing to provide quality services to the Hinsdale residents.

Respectfully submitted,



Kathleen A. Gargano  
Village Manager



Darrell Langlois  
Asst. Vill. Mgr./Finance Director



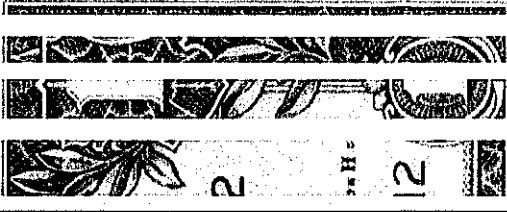
Grade School District #181  
49%



High School District #86  
27%



Village of Hinsdale  
7%



All Other Taxing Bodies  
2%

DuPage Cty. Forest Preserve  
3%

DuPage County  
4%

Community College #502  
5%

Hinsdale Public Library  
3%



**FY 2017-18 Corporate Fund Expenses**  
**Total Expenses-\$22,083,011**

