



MEETING AGENDA

**MEETING OF THE
PARKS AND RECREATION COMMISSION
Tuesday, January 15, 2019
7:00 p.m.
Memorial Hall – Memorial Building
(Tentative and Subject to Change)**

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. PUBLIC COMMENT**
- 4. APPROVAL OF MINUTES – November 13, 2018**
- 5. LIAISON REPORTS**
 - a) Gateway Special Recreation Association Report
- 6. MONTHLY REPORTS**
 - a) Recreation Staff Report- December 2018
 - b) Recreation Treasurers Report- August-October 2018
- 7. OLD BUSINESS**
- 8. NEW BUSINESS**
 - a) Concessions Contract Renewal
- 9. CORRESPONDENCE**
- 10. OTHER BUSINESS/DISCUSSION ITEMS**
- 11. ADJOURNMENT**

Items listed on the agenda will be discussed and considered by the Commission. The Commission welcomes public comment on the agenda items during discussion. Items recommended for Board of Trustee approval at this meeting may be referred to the Board for further consideration at their next meeting.

The Village of Hinsdale is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact 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.

Visit the Village's Web Site at www.villageofhinsdale.org

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

Tuesday, November 13, 2018
Memorial Building Board Room
7:00 PM



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Chairman Waverley called the meeting of the Parks and Recreation Commission to order at 7:01 p.m. at the Memorial Building Board Room.

Members Present: Chairman Waverley, Commissioners Boruff, Baker, Hester and Moore

Absent: Commissioners George and Keane

Others Present: Vincent Distasio, Baldinelli's

Staff Present: Heather Bereckis, Superintendent of Parks and Recreation
Brad Bloom, Assistant Village Manager
Sammy Hanzel, Recreation Supervisor
Linda Copp, Administrative Assistant

Public Comment

None

Approval of Minutes

Commissioner Baker moved approval of the October 9, 2018 Parks and Recreation Commission meeting minutes with changes mentioned by Chairman Waverley. Commissioner Baker also mentioned one small change. Commissioner Hester seconded and the motion passed unanimously.

Gateway Special Recreation Association Report

Ms. Bereckis gave the report. There is an increase in registration for Hinsdale members. The program satisfaction survey is positive and they are thankful for what is offered.

Monthly Reports

Ms. Bereckis presented the report for October. KLM Lodge is doing well with 21 events in September. Expenses were down slightly. The new marketing plan has helped with the upward trend. The lodge brochure is being redone. Lodge Manager, Hilary is working with a dance group looking for a new location.

The Winter/spring brochure is at the printer and registration begins Dec. 10. Fields are being used for one more week at Veeck and the rest are closed. The ice rink at Burns will go in when weather permits. Staff hopes to have it ready by Christmas break. The Melin rink has been approved by the board and will probably be put up the week of Thanksgiving. The ice rink at Burns will be one rink with the split for the hockey players. There will be supervised warming house hours.

Ms. Bereckis stated that platform tennis membership revenue has increased but there has been a decrease in resident renewals. The new HPTA Agreement should be going to the board in the next couple of weeks.

Old Business

None

New Business

a. 2018 Pool and Concession Report

Vincent from Baldinelli's commented on the concessions from the pool. The Village received \$5,000 from the concessions. Baldinelli's only concern was the money exchange so the goal for next year is to have a reloadable gift card for kids to use. Vincent may offer a few more food options and wants to discuss hours for staff on down times when the pool has low attendance. He would like to have a 5 or 7-year contract rather than 3 years. Ms. Bereckis stated that the policy for rainy days is that some staff is kept on in case the pool reopens. The concession can send staff home if the pool closes for weather and we would call them back if the pool reopens. Commissioner Boruff asked about walk in traffic at the window. Vincent mentioned they got no business from the walk up window. Ms. Bereckis stated the contract has always been 3 years, but there could be an option for an additional 3 years. Chairman Waverley asked if the revenue was what was expected. Vincent stated that they did better than expected. The busiest time is the first call after open swim, around 1:30 pm. There are nine staff working throughout the week at the concession stand and they only work the pool in the summer.

Commissioner Hester asked about the reloadable gift card and if it was an option. Vincent stated that it is challenging to pay by credit card because staff would have to use their own phones because there is no internet. Ms. Bereckis stated they are looking at ways to get Wi-Fi but it would be very expensive for something that is only 3 months of the year.

Commissioner Boruff asked how business was compared to Clarendon Hills. Vincent stated that Clarendon Hills was busier and they reach out to more villages with marketing.

Commissioner Hester asked if tax was included in the price of the food. Vincent stated that tax could not be programed, so items cannot be even numbers since tax is always added. He does not want prices to be higher than the store. Vincent stated that it was a learning experience. They sold fewer items at Clarendon Hills pool. He wants to offer healthier options like apples for next year. Commissioner Hester mentioned about selling more of the smaller items in the candy selections.

Commissioner Boruff commented on our revenue being less. Ms. Hanzel stated that Baldinelli's gave a percentage rather than a flat rate. Vincent stated that the pool concessions have helped the restaurant business.

Ms. Hanzel mentioned that the RFP's have been sent out for concessions for next summer but we would like to keep Baldinelli's. The RFP states 3 years but we have the option to change or give another 3-year option. Bids are due Dec. 15 so it will be on the January agenda for approval. Baldinelli's has brought in a lot of their own equipment and the equipment is still at the pool. They did not do well at the swim meet and that issue has been addressed. The swim club can only bring in their own concessions if Baldinelli's cannot provide something that they want. Vincent stated that breakfast did not go over well, so he does not want to offer that next year.

Ms. Hanzel commented on the pool season with an increase in revenue. Daily fees increased by almost \$11,000. She explained the different programs and the super pass lottery system. Residents preferred the lottery system. Clarendon Hills will once again give us 100 super passes for 2019.

There was an increase in revenue and a decrease in operating expenses. Staff keeps a close eye on pool staff hours and sends staff home if the weather is bad or there is low attendance. Attendance was better due to better weather. Ms. Hanzel explained programs over the years and how the Town team is doing well due to better coaches. Ms. Bereckis stated that there was good growth in the swim team but there probably will not be much more growth. Many programs had an increase. The Commissioners asked some questions regarding differences in revenue over the years. Ms. Bereckis explained that revenue is driven primarily by the weather. Ms. Hanzel stated that post-season town team clinics will continue for next year. Special events at the pool were explained and how there was positive feedback. Ms. Hanzel mentioned new events for next year and more discounted entry days.

Chairman Waverley asked about the last day of school having the pool open earlier. Commissioner Baker suggested having preferred seating for pass holders. Ms. Hanzel stated that the men's locker room floor would be done for the 2019 season. Chairman Waverley asked about having a water polo team. Ms. Hanzel stated that there is not enough interest. Staff structure will stay the same. The satisfaction survey is sent out after every season. The consensus from residents is that they are not happy with the condition of the pool and they prefer to join private clubs. There will be more open hours in August when there are back to school hours. Ms. Hanzel commented on painting or landscaping improvements that are planned. The sand pit will be removed and replaced with a game area. Commissioner Boruff asked if there was feedback on the concessions. Ms. Hanzel stated that people thought the prices were a little high but liked the better food options. Ms. Bereckis stated that the pizza slices were bigger than the previous vendor and it includes a drink.

Commissioner Moore asked about the prices on the passes and what the break-even point was. Ms. Bereckis stated the board sets the prices and they have not changed in 3 years. Ms. Bereckis stated that for the fee, they get all their family members included and it is very fair. Commissioner Baker asked about the 10 visit pass. Ms. Hanzel stated that there was a slight increase in 10 visit passes. Commissioner Hester stated that we need to focus on keeping the pool as clean as possible, especially the leaves and debris from under the chairs and drains. Ms. Hanzel stated that Brian Powell will be hired as an aquatics coordinator and will be on site for checking things at the pool. Staff hopes to have him start in January. Commissioner Boruff asked about the climbing wall. Ms. Hanzel explained that it is in the budget but they want to do the facility audit first to see the feedback on the longevity of the pool. Ms. Hanzel commented that staff is always trying to find new ways for marketing.

Commissioner Boruff asked about the Concession Agreement revenue share. Ms. Bereckis stated that Baldinelli's contract pays \$100 per month and 10% of sales. The contract would have to be accepted for the first year but after that, it could be negotiable. The Commission agreed that they would want a 3-year contract with a 2-year option to renew.

b. Hinsdale Swim Club License Renewal

Ms. Bereckis explained that they want to return and the estimate to run all of their meets is about \$19,000. The new contract will be \$19,560 for the first year with a 3% increase each year after that with a 3-year contract. The meet dates could change and if our concession vendor cannot provide something, they can bring it upon staff approval. They will provide 5 Seasons as the alternative location for our members during swim meet weekends instead of Clarendon Hills pool. Clarendon Hills charges \$3,500 for the weekend of the meet. 5 Seasons will keep track of how many people come from Hinsdale and that is how they get paid. Ms. Bereckis stated that Clarendon Hills pool is not willing to reduce the fee and HSC must pay the fee regardless of the weather.

Everything else will stay the same with the agreement. Commissioner Boruff asked if the swim meets create any additional wear and tear on the facility. Ms. Bereckis stated that there are more people, but no more than our own swim meets. Most of the equipment is brought in. They had bathroom monitors because of repairs that had to be done in the bathrooms. Chairman Waverley asked about Exhibit A and the set up times that are shown. Ms. Bereckis explained the language.

Commissioner Boruff made a motion to present the license agreement to the board. Commissioner Baker seconded and the motion passed unanimously.

c. Hinsdale Tennis Association Contract Renewal

Ms. Bereckis explained the proposal and how the current contract reads. The trend for lessons has continued to drop and participants are taking private lessons instead. Staff is recommending 80/20 split also for private lessons. Commissioner Baker asked if we know what the prices are for private lessons. Ms. Bereckis stated that Tom Lockhart gives us the numbers. Staff wants to keep the group lessons but will cut back on how many are offered. Mr. Lockhart oversees the classes but does not teach the group lessons, but does teach the private lessons. Lessons are available from ages 3 years through adults.

Commissioner Boruff made a motion to recommend the 80/20 split for the private lessons. Commissioner Moore suggested that we have the private lessons arranged through the office so we have more control over them. Ms. Bereckis stated that lessons could be sold through the office and arranged with Mr. Lockhart like we do with pool private lesson passes. They suggested having a discussion with Tom Lockhart about the new structure for better tracking.

Correspondence

None

Other Business

Meeting Schedule

Ms. Bereckis explained Sammy's promotion to Recreation Supervisor. If there is a need for a meeting while Ms. Bereckis is on maternity leave, Ms. Hanzel will lead the meeting. There is no need for a meeting if there are no action items. Ms. Bereckis will be on leave February-May. Brian Powell will start in January to help with pool items. Meeting for December is set for Dec. 4 if necessary and the next meeting will be Jan. 15.

Adjournment

Since there was no further business to come before the Commission, Commissioner Boruff moved to adjourn. Commissioner Moore seconded and the motion passed unanimously. The meeting of the Parks and Recreation Commission was declared adjourned at 8:46 pm.

Respectfully submitted,

Linda Copp, Administrative Assistant

Gateway Special Recreation Association

Board Meeting

Thursday, December 13 2018

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 the November, 2018 Regular Meeting Minutes

B. Approval of the November, 2018 Regular Meeting Minutes

VI. REPORTS

A. RGA Monthly Report

VII. OLD BUSINESS

A. Vehicle lease/purchase discussion

VIII. NEW BUSINESS

A. Audit

B. Certificate of Insurance

IX. OPEN FORUM

X. ADJOURNMENT

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GATEWAY SPECIAL RECREATION ASSOCIATION

BOARD OF DIRECTOR'S MEETING

November 8, 2018

- I. Call to Order:** Chairman Fenske called the Gateway Special Recreation Association Board of Director's Meeting to order at 3:00pm on November 8, 2018 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; Cindy Szkolka, Elmhurst; Heather Bereckis, Hinsdale; Karen Spandikow, Oak Brook; Matt Russian, Pleasant Dale; Dean Hoskin, Westchester; John Fenske, Willowbrook; Scott Nadeau, York Center

Absent: Sharon Peterson, Countryside

Ray Graham Staff: Ryan Massengill

Visitors: None

- II. Open Forum:** None

- III. Board Member Comments:** None

- IV. Communications:** None

- V. Omnibus Agenda:**

- A. Approval of August, 2018 Regular Meeting Minutes
- B. Approval of October, 2018 Regular Meeting Minutes
- C. Approval of October, 2018 Check Register
- D. Approval of October, 2018 Treasurer's Report

Treasurer Nadeau commented that check #1975 had been cancelled as it appears to have been lost in the mail. Check #1983 is the replacement and a \$30 charge will be seen for the cancelled check.

Jim Pacanowski suggested itemizing the approval of meeting minutes based on the number of people that had missed the prior meetings and therefore shouldn't vote as part of omnibus agenda.

Heather Bereckis, Hinsdale; made a motion to approve the August, 2018 regular meeting minutes, seconded by Dean Hoskin, Westchester.

On a voice vote, the motion passed.

Scott Nadeau, York Center; made a motion to approve the October, 2018 regular meeting minutes, seconded by Cindy Szkolka, Elmhurst.

On a voice vote, the motion passed.

John Fenske, Willowbrook; made a motion to approve the October, 2018 Check Register and the October, 2018 Treasurer's Report, seconded by Jim Pacanowski, Burr Ridge.

On a voice vote, the motion passed.

VI. Reports:

RGA Monthly Report-Superintendent Massengill reviewed her report noting that a few more basketball registrations have come in recently. There are no participants on the waitlist and the season is scheduled to start next Tuesday. All of the residents wanting to participate are on a team and next year Gateway will offer 5 teams due to increased demand. Staffing issues stay the same with 4 Rec Leader and 6 Rec Aide positions open. Superintendent Massengill attended the Job Recruitment Fair at the College of DuPage. Interest level was high and at least one new hire should be coming from this applicant pool. Vehicles 170 and 171 both needed new batteries. The new marketing banner has been used and looks good. Gateway received a large donation of fidget spinners so those will be able to be used as a give-away at events. The Monster Mash was a great success, as usual, and they are looking forward to upcoming special events.

VII. Old Business:

- A. Vehicle Lease/Purchase Discussion- Treasurer Nadeau noted that the current lease ends in June, 2019 but Midwest Transportation was going to verify. The lease technically starts upon delivery of the vehicle which was June 13, 2016. Since language for Gateway to buy the vehicle at the conclusion of the lease was not in the original contract, Midwest is working on the details to check the viability as an option. He also added that in our audit, the leased vehicle isn't listed as a "disclosure" as RGA is the official leaser. The payments on the lease are reflected in our audit.
- B. Renaming of Web/IT line item- The auditors said this would be no problem to include marketing in this line item. Line 580 will now be Marketing-Web/IT

VIII. New Business:

No new business on the agenda, however, Treasurer Nadeau mentioned that the FY18 audit is completed and everything was good. The official report will be received via pdf and will be ready for approval at December meeting.

IX. Open Forum: None

- X. **Adjournment:** Heather Bereckis, Hinsdale; made a motion to adjourn the meeting, seconded by Karen Spandikow, Oak Brook. Motion passed on a voice vote. Meeting adjourned at 3:16 pm.

**GATEWAY SRA
CHECK REGISTRY
Date: December 2018**

Check #	Issued to	Description	Amount	Total
1984	Village of Hinsdale	Fuel Usage	\$ 421.26	\$ 421.26
1985	Knutte & Associates	2017/2018 Audit Services	\$ 3,850.00	\$ 3,850.00
1986	JMS Auto	ery, Oil Change, Vehicle Inspec	\$ 571.62	\$ 571.62
				\$ -
Totals				\$ 4,842.88

Bank Accounts Reconciled as of	
General Checking Account	7,089.82
Money Market Account	204,394.19
Totals	\$ 211,484.01
Check Registry	\$ 4,842.88
Outstanding check Total	\$ -
Balance after Check Registry	\$ 206,641.13

GATEWAY SRA 2017-208

December						
DATE	REVENUES		CURRENT	YEAR TO	VARIANCE	% OF
	ACCT. #	DESCRIPTION	MONTH	DATE	TO BUDGET	BUDGET
	110	Interest	\$ 336.08	\$ 1,664.46	\$ 625.00	\$ (1,039.46)
	120	Member Contributions	\$ -	\$ 267,422.50	\$ 534,845.00	\$ 267,422.50
	130	Misc. Revenues	\$ -	\$ 1,250.00	\$ -	\$ (1,250.00)
	Total Revenues		\$ 336.08	\$ 270,336.96	\$ 535,470.00	\$ 265,133.04
						50%
EXPENSES						
	ACCT. #	DESCRIPTION	CURRENT	YEAR TO	VARIANCE	% OF
	ACCT. #	DESCRIPTION	MONTH	DATE	TO BUDGET	BUDGET
	500	Audit Services	\$ 3,850.00	\$ 3,850.00	\$ 3,850.00	\$ -
	510	Day Camp Transportation	\$ -	\$ -	\$ 5,500.00	\$ 5,500.00
	520	Financial Assistance	\$ -	\$ 1,508.00	\$ 4,000.00	\$ 2,492.00
	530	Legal Fees	\$ -	\$ 444.00	\$ 1,500.00	\$ 1,056.00
	540	Insurance	\$ -	\$ 1,610.00	\$ 2,500.00	\$ 890.00
	550	Misc. Expenses	\$ -	\$ -	\$ 250.00	\$ 250.00
	560	One on One Aids	\$ -	\$ 859.00	\$ 8,000.00	\$ 7,141.00
	570	Program Supplies	\$ -	\$ -	\$ 1,000.00	\$ 1,000.00
	580	Marketing / Web-IT	\$ -	\$ 675.23	\$ 1,200.00	\$ 524.77
	590	Service Contract	\$ -	\$ 229,706.50	\$ 459,413	\$ 229,706.50
	600	Vehicle Fuel	\$ 421.26	\$ 3,913.66	\$ 8,750.00	\$ 4,836.34
	610	Vehicle Repairs	\$ 571.62	\$ 5,650.63	\$ 10,000.00	\$ 4,349.37
	620	Transportation Fund	\$ -	\$ -	\$ 11,207.00	\$ 11,207.00
	Total Expense		\$ 4,842.88	\$ 248,217.02	\$ 517,170.00	\$ 268,952.98
						48%

**Gateway SRA Board Meeting
December 13, 2018
RGA Report**

**Fall 2017/2018 Program Comparison
As of 12/12/2018**

2017 Program Season	Number of programs Offered	Number of Programs Canceled
Winter/Spring	51	0
Summer	46 6 Camp options	2
Fall	50	6
Total:	153	8

2018 Program Season	Number of programs Offered	Number of Programs Canceled
Winter/Spring	47	1
Summer	40 6 Camp options	1
Fall	49	3
Total:	142	5

Fall Program Line-up

- Trailblazers/Mall Walkers – canceled
- Lunch Bunch – canceled
- Gone Fishing – canceled
- 34 Weekly Programs
- 12 Special Events

Full Programs as of 12/12/18

- Tuesday Travelers – No WL
- Horsemanship – 1 No WL
- Northern Social Club – No WL
- Saturday Explorers – No WL
- Shop Till You Drop – No WL
- Gators Basketball Team – No WL
- Gators Basketball Practice – No WL

Gateway Staff Update 12/12/2018

Total Staff

- 4 Full Time, 1 Recreation Activity Leader, 9 Recreation Leaders, 9 Recreation Aides

We currently have the following positions OPEN:

- 4 Recreation Leaders
- 6 Recreation Aide

Gateway Vehicles Update as of 12/12/2018

Vehicle	Mileage	Maintenance
192 (2004)	87,484	None
171 (2002)	136,551	None
170 (2002)	55,628	None
283 (2016)	25,499	None

Make and Models

283 – Ford E450 Paratransit Mini-bus

14 passengers + 1 driver. Can accommodate 4 wheelchairs if needed.

192 – Ford E450 Paratransit Mini-bus

14 passengers + 1 driver. Can accommodate 2 wheelchairs if needed.

171 – Ford E350 Passenger Van – 14 passengers + 1 driver

170 – Ford E350 Conversion lift van – 7 total passengers or 6 passengers and 1 wheel chair

Scholarships Status Fall as of 12/12/2018

Burr Ridge = \$100 (1)

Elmhurst = \$364.50 (4)

Westchester = \$100 (1)

Pleasant Dale = \$64.50 (1)

Willowbrook = \$229 (2)

Winter/Spring 2019 Brochure

Gateway SRA winter/spring brochure have been mailed and dropped off at member district locations. Registration is available online, mail or in person.

Marketing Efforts

I attended the LaGrange Area Department of Special Education transition fair on November 15. Several familiar faces were there and only 2 new contacts were made, but I remain hopefully that there are people out there that need our programs.

RGA Team Member Recognition

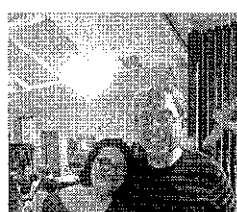
Michael Baig – 15 years with RGA and Gateway SRA

- Started volunteering as a basketball coach for Gateway SRA in 2001. Began his career with RGA as a recreation aide from 2003-2005, and then a Home Manager for the men who live at Grace from 2005-2006. In 2006 till present he's been a loyal Recreation Coordinator for Gateway SRA.
- Coordinates 11 social clubs and 5 "ish" weekly programs
- Gateway SRA athletics coach for Basketball, Softball and Powerlifting that participate in Illinois Special Olympics.
- Mike is also Gateway SRA's vehicle maintenance coordinator
- Most notably about Mike is his commitment to our missions, our purpose as a Special Recreation Association, to our individuals supported, their families, and team members. He is not only a passionate sports coach but a leader in life coaching too all our people supported and team members. Mike is an exercise enthusiast, sports fanatic (pro-wrestling is a sport!), devoted Christian believer, and a "just be informed" supporter. We are all fortunate to have Mike on our team at RGA and Gateway SRA.

Program Highlights

Turkey Trot

This year our turkey trot was unanimously renamed "friendsgiving" on Friday, November 16 by all our participants. The evening consisted of a full turkey dinner, desserts, and lots of dancing! It was a great way to kick off the holiday season. Thank you to the Burr Ridge Recreation Center for the accommodations.



Chicago Blackhawks Game

On Sunday, November 18, Gateway SRA took a trip to the United Center to cheer on the Hawks in a victory over the Minnesota Wild. We took large group of 17 individuals who enjoyed every second of that game.



Special Olympics Basketball

Gateway SRA Gator Basketball program began in November. We have 4 teams again this year. Our teams are maxed out total of 47 athletes. I have attached pdf copies of each team's schedules. We encourage our member agencies to try and make it out to a home game to see our teams in action. You won't be disappointed, our games are very exciting to watch and cheer for.

I will have a full fall programming highlight for January's board meeting.



KNUTTE & ASSOCIATES, P.C.

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Darien, Illinois 60561
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FAX (630) 960-9960
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To the Board of Directors
of Gateway Special Recreation Association

In planning and performing our audit of the financial statements of the business-type activities of Gateway Special Recreation Association as of and for the year ended June 30, 2018, in accordance with auditing standards generally accepted in the United States of America, we considered the Gateway Special Recreation Association's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Gateway Special Recreation Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Gateway Special Recreation Association's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be material weaknesses and other deficiencies that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. We consider the following deficiency in internal control to be a material weakness.

- **Limited controls over the preparation of the financial statements being audited**

Controls need to be implemented to prevent the occurrence of material misstatements in the presentation and disclosure of the financial statements, including the related footnotes. Someone with the necessary accounting expertise to prevent, detect, and correct a potential misstatement in the financial statements or notes needs to at least read, review, and approve of the financial statements for this to no longer be a significant deficiency.

Our Responsibilities under U.S. Generally Accepted Auditing Standards and Government Auditing Standards

As stated in our engagement letter dated March 27, 2017, our responsibility, as described by professional standards, is to express opinions about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

As part of our audit, we will consider the internal control of Gateway Special Recreation Association. Such considerations are solely for the purpose of determining our audit procedures and not to provide any assurance concerning such internal control.

As part of obtaining reasonable assurance about whether Gateway Special Recreation Association's financial statements are free of material misstatement, we will perform tests of its compliance with certain provisions of

laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Generally accepted accounting principles provide for certain required supplementary information (RSI) to supplement the basic financial statements. Our responsibility with respect to management's discussion and analysis, which supplement the basic financial statements, is to apply certain limited procedures in accordance with generally accepted auditing standards. However, the RSI will not be audited and, because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance, we will not express an opinion or provide any assurance on the RSI.

We have not been engaged to report on supplementary information, which accompany the financial statements but are not RSI. Our responsibility with respect to this other information in documents containing the audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether this other information is properly stated. This other information will not be audited and we will not express an opinion or provide any assurance on it.

Planned Scope and Timing of the Audit

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Material misstatements may result from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. We will generally communicate our significant findings at the conclusion of the audit. However, some matters could be communicated sooner, particularly if significant difficulties are encountered during the audit where assistance is needed to overcome the difficulties or if the difficulties may lead to a modified opinion. We will also communicate any internal control related matters that are required to be communicated under professional standards.

Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by Gateway Special Recreation Association are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2018. We noted no transactions entered into by the governmental unit during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated November 15, 2018.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the governmental unit's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the governmental unit's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

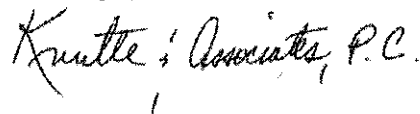
Other Matters

We applied certain limited procedures to the management's discussion and analysis, which is required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were not engaged to report on the supplementary information, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

This communication is intended solely for the information and use of management, Board of Directors, and others within the organization, and is not intended to be and should not be used by anyone other than these specified parties.

Sincerely,



November 15, 2018

**Gateway Special Recreation Association
Annual Financial Report
For The Year Ended June 30, 2018**

**Gateway Special Recreation Association
Table of Contents
For The Year Ended June 30, 2018**

	Page(s)
INDEPENDENT AUDITORS' REPORT	1 - 2
MANAGEMENT'S DISCUSSION & ANALYSIS	3 - 5
BASIC FINANCIAL STATEMENTS	
Government-Wide Financial Statements	
Statement of Net Position	6
Statement of Activities	7
Statement of Cash Flows	8
Notes to the Financial Statements	9 - 14
SUPPLEMENTARY INFORMATION	
Schedule of Revenues, Expenses and Changes in Net Position - Budget and Actual	15



KNUTTE & ASSOCIATES, P.C.

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INDEPENDENT AUDITORS' REPORT

To The Board of Directors
Gateway Special Recreation Association
Westchester, Illinois

Report on the Financial Statements

We have audited the accompanying basic financial statements of the Gateway Special Recreation Association as of and for the year ended June 30, 2018, which collectively comprise the Association's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these basic financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of these basic financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these basic financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the basic financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the basic financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the basic financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the basic financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the respective financial position of the Gateway Special Recreation Association, as of June 30, 2018, and the respective changes in financial position and cash flows, where applicable, thereof for the year ended in conformity with accounting principles generally accepted in the United States of America.

Other Matters

Accounting principles generally accepted in the United States of America require that management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The Supplementary Information listed in the accompanying table of contents is presented for purposes of additional analysis and is not a required part of the basic financial statements of the Gateway Special Recreation Association. The Supplementary information has been subjected to the auditing procedures applied in the audit of the basic financial statements for the year ended June 30, 2018, and in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Kuntle & Associates, P.C.

**Gateway Special Recreation Association
Management's Discussion and Analysis
June 30, 2018**

The Gateway Special Recreation Association provides the following overview and analysis of the Association's financial operations and attached financial statements for the fiscal year ended June 30, 2018. The following discussion is presented to enable the readers to more fully understand the accompanying audited financial statements. The Association is responsible for the fair and accurate presentation of all financial information, as well as the internal controls and reporting procedures in creating the financial statements. In management's opinion, the financial statements herewith reflect all material aspects of the Association's operations in an accurate, fair and complete manner.

The financial statements are prepared in accordance with generally accepted accounting principles (GAAP), and follow the guidelines of the Governmental Accounting Standards Board (GASB). In 1999, GASB adopted Statement Number 34, "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments." This standard modifies the required reporting for the Association requiring full accrual accounting, including the reporting of all capital assets net of depreciation. The modifications to the Association would require the additional reporting of capital assets and depreciation, and long-term debt obligations, when applicable.

The major components of the financial statements are the overall statement of net position and the overall statement of activities. The statement of net position shows the amount that total Association assets exceed total liabilities, which may be considered the current value of net worth for the Association. The statement of activities reflects the overall operations of the Association for the past year, excluding revenues from taxes from members, interest and miscellaneous items. This demonstrates how effectively the Association operates on a business level model. In simple terms, it shows how the Association would fair as a business, without the support of auxiliary revenues.

At June 30, 2018, the Association's total assets exceeded total liabilities by \$179,386. The unrestricted net position totaled \$179,386 at June 30, 2018.

Overview of the Financial Statements

The financial statements have two major components: (1) government-wide financial statements, and (2) notes to the financial statements.

The two main components to the government-wide financial statements are: (1) the statement of net position, and (2) the statement of activities. As discussed before, these are the two major statements that are analyzed in terms of obtaining a broad overview of the finances, value and annual operations of the Association.

The statement of net position is a snapshot as of the end of the fiscal year illustrating the overall value of the Association. The total net position should be a positive number, and can be equated to the Association's total net worth. From year to year, an increase or decrease in the total net position of the Association is one factor in determining the total overall financial performance.

The only component of assets is cash of \$184,240. The only component of liabilities is accounts payable of \$4,854.

**Gateway Special Recreation Association
Management's Discussion and Analysis (Continued)
June 30, 2018**

Overview of the Financial Statements (Continued)

The statement of activities on page 7 of this report shows the overall expenses and operating revenues for services the Association provides. Operating revenues include member contributions, fundraising, and donations to arrive at the total increase or decrease from operations. This amount is added to the total net position at the beginning of the year, to provide the value of the total net position at the end of the year. A decrease in net position does not necessarily mean poor performance, as planned usage of cash on hand or fund reserves will also be reflected here.

Both of the government-wide financial statements may be divided into two components: governmental activities, which are operations of the Association primarily supported by tax revenues, and business-type activities, which are those operations intended to be self-supportive, which have no direct attachment to providing Association services other than their own business. All of the Association's operations are considered to be business-type activities.

The notes to the financial statements provide additional information that is needed to gain a full understanding of the Association's financial operations and the reporting on it. The notes to the financial statements begin on page 9 of this report.

Financial Analysis

The Association's combined net position increased from \$145,637 to \$179,386 as a result of operations in 2018.

Gateway Special Recreation Association
Statement of Net Position
June 30, 2018 and 2017

	2018	2017
Cash	\$ 184,240	\$ 155,546
Total Assets	<u>184,240</u>	<u>155,546</u>
Deferred Outflows	<u>0</u>	<u>0</u>
Accounts Payable	<u>4,854</u>	<u>9,909</u>
Total Liabilities	<u>4,854</u>	<u>9,909</u>
Deferred Inflows	<u>0</u>	<u>0</u>
Net Position:		
Unrestricted	<u>179,386</u>	<u>145,637</u>
Total Net Position	<u>\$ 179,386</u>	<u>\$ 145,637</u>

**Gateway Special Recreation Association
Management's Discussion and Analysis (Continued)
June 30, 2018**

Financial Analysis (Continued)

Gateway Special Recreation Association
Changes in Net Position
June 30, 2018 and 2017

	2018	2017
Revenues		
Member Contributions	\$ 524,359	\$ 516,609
Donations	0	1,250
Interest Income	2,492	969
Total Revenues	<u>526,851</u>	<u>518,828</u>
Expenses		
Program Services	<u>493,102</u>	<u>488,447</u>
Total Expenses	<u>493,102</u>	<u>488,447</u>
Increase in Net Position	<u>\$ 33,749</u>	<u>\$ 30,381</u>

Budgetary Highlights

The enterprise fund is reported as the only fund, and accounts for the routine program operations of the Association.

For the year ended June 30, 2018, operating revenues in the enterprise fund were \$524,359, which was \$2 over budget. Operating expenditures were \$493,102, which was \$15,227 under budget. For the year ended June 30, 2017, operating revenues in the enterprise fund were \$516,609, which was \$1,250 over budget. Operating expenditures were \$488,447, which was \$17,741 under budget.

Requests for Information

The financial report is designed to provide a general overview of the financial operations of the Gateway Special Recreation Association. Questions concerning any of the information in this report, or requests for additional information, should be sent to the Executive Director, Scott Nadeau, York Center Park District, 1609 Luther Avenue, Lombard, Illinois, 60148.

Gateway Special Recreation Association
Statement of Net Position
June 30, 2018

	Business Type Activities
ASSETS	
Cash	<u>\$ 184,240</u>
TOTAL ASSETS	<u>184,240</u>
TOTAL DEFERRED OUTFLOWS	<u>0</u>
LIABILITIES	
Accounts Payable	<u>4,854</u>
TOTAL LIABILITIES	<u>4,854</u>
TOTAL DEFERRED INFLOWS	<u>0</u>
NET POSITION	
Unrestricted Net Position	<u>179,386</u>
TOTAL NET POSITION	<u><u>\$ 179,386</u></u>

See Accompanying Notes To The Financial Statements.

**Gateway Special Recreation Association
Statement of Activities
For The Year Ended June 30, 2018**

OPERATING REVENUES

Member Contributions \$ 524,359

TOTAL OPERATING REVENUES 524,359

OPERATING EXPENSES

Contractual Services 446,300

One on One Service 6,683

Vehicle Fuel, Maintenance, and Repair 10,149

Program Supplies 2,634

Professional Services 666

Audit Services 3,800

Financial Assistance 3,934

Insurance 2,104

Transportation Services 5,132

Transportation Fund 11,207

Website IT 245

Miscellaneous 248

TOTAL OPERATING EXPENSES 493,102

OPERATING INCOME 31,257

NON-OPERATING INCOME

Interest Income 2,492

TOTAL NON-OPERATING INCOME 2,492

CHANGE IN NET POSITION 33,749

NET POSITION

BEGINNING OF YEAR 145,637

END OF YEAR \$ 179,386

See Accompanying Notes To The Financial Statements.

Gateway Special Recreation Association
Statement of Cash Flows
For The Year Ended June 30, 2018

CASH FLOWS FROM OPERATING ACTIVITIES

Cash Received from Members and Participants	\$ 524,359
Interest Received	2,492
Cash Paid to Suppliers	(498,157)
Interest Paid	0
Income Taxes Paid	0
	<u>0</u>

NET CASH PROVIDED BY OPERATING ACTIVITIES

28,694

NET INCREASE IN CASH AND CASH EQUIVALENTS

28,694

**CASH AND CASH EQUIVALENTS,
BEGINNING OF YEAR**

155,546

END OF YEAR

\$ 184,240

**RECONCILIATION OF CHANGE IN NET POSITION TO
NET CASH PROVIDED BY OPERATING ACTIVITIES**

Change in Net Position

\$ 33,749

Adjustments to Reconcile Change in Net Position to Net Cash
Provided By Operating Activities

Change in Certain Liabilities:

Accounts Payable

(5,055)

Total Adjustments

(5,055)

NET CASH PROVIDED BY OPERATING ACTIVITIES

\$ 28,694

See Accompanying Notes To The Financial Statements.

**Gateway Special Recreation Association
Notes To The Financial Statements
For The Year Ended June 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Gateway Special Recreation Association is a cooperative association of park districts and municipal entities that have organized to jointly provide recreation services for individuals with disabilities. The member agencies include the Park Districts of Burr Ridge, Elmhurst, Oak Brook, Pleasant Dale, Westchester, and York Center, and the Villages of Countryside, Hinsdale and Willowbrook. A summary of significant accounting policies is as follows:

A. Reporting Entity

The Association follows the provisions of Governmental Accounting Standards Board Statement No. 39, "Determining Whether Certain Organizations Are Component Units – an amendment of GASB Statement No. 14". As defined by generally accepted accounting principles established by GASB, the financial reporting entity consists of the primary government, as well as its component units, which are legally separate, tax-exempt entities and meet all of the following criteria:

1. The economic resources received or held by the separate organization are entirely or almost entirely for the direct benefit of the primary government, its component units, or its constituents.
2. The primary government, or its component units, is entitled to, or has the ability to otherwise access, a majority of the economic resources received or held by the separate organization.
3. The economic resources received or held by an individual organization that the specific primary government, or its component units, is entitled to, or has the ability to otherwise access, are significant to that primary government.

The Association has concluded that no entities meet the criteria of Statement 39 for inclusion as a component unit. Likewise, the Association is not required to be included as a component unit of any other entity.

Governmental Accounting Standards Board Statement No. 61, "The Financial Reporting Entity", is an amendment of GASB Statements No. 14 and No. 39, which does not have impact on the current year financial statements.

As of July 1, 2012, the Association has implemented GASB Statement No. 63, "Financial Reporting of Deferred Outflows of Resources, Deferred Inflows of Resources, and Net Position". The objective of this Statement is to improve financial reporting by standardizing the presentation of deferred outflows of resources and deferred inflows of resources and their effect on a government's net position.

As of July 1, 2012, the Association has implemented GASB Statement No. 65 "Items Previously Reported as Assets and Liabilities". The objective of this statement is to establish accounting and financial reporting standards that reclassify as deferred outflows of resources or deferred inflows of resources, certain items that were previously reported as assets and liabilities. The Statement also recognizes as outflows of resources or inflows of resources certain items that were previously reported as assets and liabilities.

**Gateway Special Recreation Association
Notes To The Financial Statements (Continued)
For The Year Ended June 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation

The Government-Wide Financial Statements require three statements to be shown as basic financial statements for all stand-alone enterprise fund entities. They are the Statement of Net Position, which presents the financial condition of the governmental activities of the Association at fiscal year end, the Statement of Activities, which presents a comparison between direct expenses and program revenues for the Association's activities, and the Statement of Cash Flows. All statements are prepared on the accrual basis.

Enterprise funds are used to account for operations (a) that are financed and operated in a manner similar to private business enterprises, where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods and services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred and/or net income is appropriate for capital maintenance, public policy, management control, accountability or other purposes. The Association has one fund which operates as a stand alone enterprise fund whose function is to provide special recreation.

C. Basis of Accounting

In the government-wide Statement of Net Position and Statement of Activities, governmental activities are presented using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis of accounting, revenues are recognized when earned and expenses are recorded when the liability is incurred or the economic asset is used. Revenues, expenses, gains, losses, assets, and liabilities resulting from exchange and exchange-like transactions are recognized when the exchange takes place. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

The current financial resources measurement focus and the modified accrual basis of accounting are followed by the governmental funds. Under the modified accrual basis of accounting, revenues are recognized when susceptible to accrual, i.e., both measurable and available to finance the Association's operations. "Measurable" means the amount of the transaction can be determined, and "available" means collectible within the current period or soon enough thereafter to be used to pay liabilities of the current period.

Member agency contributions and fundraising revenues are the primary revenue sources susceptible to accrual. All revenues are recognized when cash is received. Expenditures are recorded when the related fund liability is incurred.

D. Measurement Focus

The basic financial statements are presented using the flow of economic resources measurement focus, which means all assets, deferred outflows, liabilities, and deferred inflows are included on the Statement of Net Position and the operating statements present increases and decreases in net position.

**Gateway Special Recreation Association
Notes To The Financial Statements (Continued)
For The Year Ended June 30, 2018**

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

E. Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures/expenses during the reporting period. Actual results could differ from those estimates.

F. Budgetary and Budgetary Accounting

The Board of Directors followed these procedures in establishing the budgetary data reflected in the financial statements. The Directors submit to the Board of Directors a proposed operating budget for the upcoming fiscal year commencing July 1. The operating budget includes proposed expenditures and the means for financing. The operating budget is based upon the recommendation of the Director and the Board Finance committee. The Board of Directors has the power to amend the Budget in the same manner as its original enactment.

G. Cash and Cash Equivalents

For purposes of reporting cash flows, cash and cash equivalents are defined as cash on hand, amounts held at financial institutions, and short-term highly liquid investments that are readily convertible to known amounts of cash. Investments with an original maturity of three months or less are considered short-term for these purposes.

H. Capital Assets

Depreciation of all exhaustible capital assets over the threshold of \$1,000 is recorded as an allocated expense in the Statement of Activities, with accumulated depreciation reflected in the Statement of Net Position. Depreciation is provided over the assets' estimated useful lives using the straight-line method of depreciation. The range of estimated useful lives by type of asset is as follows:

Vehicles	5 Years
----------	---------

NOTE 2 - CASH AND CASH EQUIVALENTS

A. Deposits

At June 30, 2018, the carrying amount of the Association's deposits and the bank balance was \$184,240, respectively.

B. Policies and Investments

It is the policy of the Association to invest its funds in a manner which will provide the highest investment return with the maximum security while meeting the daily cash flow demands of the Association and conforming to all state and local statutes governing the investment of public funds, using the "prudent person" standard for managing the overall portfolio. The primary objective of the policy is safety (preservation of capital and protection of investment principal), liquidity and yield.

Gateway Special Recreation Association
Notes To The Financial Statements (Continued)
For The Year Ended June 30, 2018

NOTE 2 - CASH AND CASH EQUIVALENTS (CONTINUED)

B. Policies and Investments (Continued)

Custodial credit risk for deposits with financial institutions is the risk that in the event of a bank's failure, the Association's deposits may not be returned to it. The Association's investment policy requires pledging of collateral of all bank balances in excess of federal depository insurance with the collateral held by a third party in the Association's name.

The Association limits its exposure to credit risk, the risk that the issuer of a debt security will not pay its par value upon maturity, by primarily investing in obligations guaranteed by the United States Government or securities issued by agencies of the United States Government that are explicitly or implicitly guaranteed by the United States Government.

NOTE 3 - CAPITAL ASSETS

A summary of the changes in capital assets for the year follows for the business-type activities. Depreciation expense for the year ended June 30, 2018 was \$0.

	Balance June 30, 2017	Additions	Retirements	Balance June 30, 2018
Capital Assets Subject to Depreciation				
Vehicle #1	\$ 43,175	\$ 0	\$ 0	\$ 43,175
Vehicle #2	15,000	0	0	15,000
Vehicle #3	15,000	0	0	15,000
Total	<u>73,175</u>	<u>0</u>	<u>0</u>	<u>73,175</u>
Less Accumulated Depreciation				
Vehicle #1	(43,175)	0	0	(43,175)
Vehicle #2	(15,000)	0	0	(15,000)
Vehicle #3	(15,000)	0	0	(15,000)
Total Accumulated Depreciation	<u>(73,175)</u>	<u>0</u>	<u>0</u>	<u>(73,175)</u>
Net Capital Assets	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>

Gateway Special Recreation Association
Notes To The Financial Statements (Continued)
For The Year Ended June 30, 2018

NOTE 4 - MEMBER CONTRIBUTIONS

Contributions received from members during the 2017 - 2018 fiscal year were:

Burr Ridge Park District	\$	32,582
Village of Countryside		17,607
Elmhurst Park District		196,903
Oak Brook Park District		34,707
Pleasant Dale Park District		36,103
Village of Hinsdale		74,038
Village of Willowbrook		37,600
Westchester Park District		73,606
York Center Park District		21,213
	<u>\$</u>	<u>524,359</u>

NOTE 5 - RISK MANAGEMENT

The Association is exposed to various risks related to torts, theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and net income losses.

The Gateway Special Recreation Association is a member of IPARKS, a self-insurance pool initiated by the Illinois Association of Park Districts. The IPARKS program is designed to provide Illinois Association of Park District member agencies with those coverages necessary to properly protect their assets. The relationship with IPARKS is governed by an intergovernmental cooperative contract, which specifies how the contribution (premium) dollars are handled, how members join and withdraw and the roles of the board of directors and the administrator.

The following table is a summary of insurance coverage in effect at June 30, 2018:

<u>Legal Liability - Third Party Claims</u>		
\$	2,000,000	Per Occurrence Limit
	None	Annual Aggregate
\$	0	Deductible
\$	2,000,000	Good Samaritan Limit
\$	5,000	Medical Expenses - Other than Automobile
\$	25,000	Non-Monetary Relief Defense Expense
	75% Of Payment Each Claim/Annual Aggregate	Broad Legal Defense Fund
	50% Of Payment Each Claim/Annual Aggregate	Moral Obligation to Pay
	Included	Cyber Liability
	\$50,000 Occurrence/ \$50,000 Aggregate	Cyber Breach Expense

Gateway Special Recreation Association
Notes To The Financial Statements (Continued)
For The Year Ended June 30, 2018

NOTE 5 – RISK MANAGEMENT (CONTINUED)

<u>Wrongful Acts Coverage</u>		
\$	2,000,000	Per Occurrence Limit
	None	Annual Aggregate
\$	1,000	Deductible

NOTE 6 - SUBSEQUENT EVENTS

The date to which events occurring after June 30, 2018, the date of the most recent balance sheet, have been evaluated for possible adjustment to the financial statements or disclosure is November 15, 2018, the date on which the financial statements were available to be issued.

Gateway Special Recreation Association
Schedule of Revenues, Expenses and Changes in Net Position
Budget and Actual
For The Year Ended June 30, 2018

	Budgeted Amounts			Variance with Final Budget
	Original	Final	Actual	
OPERATING REVENUES				
Member Contributions	\$ 524,357	\$ 524,357	\$ 524,359	\$ 2
TOTAL OPERATING REVENUES	524,357	524,357	524,359	2
OPERATING EXPENSES				
Contractual Services	446,300	446,300	446,300	0
One on One Service	10,712	10,712	6,683	4,029
Vehicle Fuel, Repair, and Insurance	19,750	19,750	10,149	9,601
Program Supplies	1,000	1,000	2,634	(1,634)
Professional Services	5,300	5,300	4,466	834
Financial Assistance	4,000	4,000	3,934	66
Insurance	2,310	2,310	2,104	206
Transportation Services	5,500	5,500	5,132	368
Transportation Fund	11,207	11,207	11,207	0
Website IT	2,000	2,000	245	1,755
Miscellaneous	250	250	248	2
TOTAL OPERATING EXPENSES	508,329	508,329	493,102	15,227
OPERATING INCOME	16,028	16,028	31,257	15,229
NON-OPERATING INCOME				
Interest Income	625	625	2,492	1,867
TOTAL NON-OPERATING INCOME	625	625	2,492	1,867
CHANGE IN NET POSITION	\$ 16,653	\$ 16,653	33,749	\$ 17,096
NET POSITION				
BEGINNING OF YEAR			145,637	
END OF YEAR			<u>\$ 179,386</u>	



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MEMORANDUM

DATE: January 15, 2019

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

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: December Staff Report

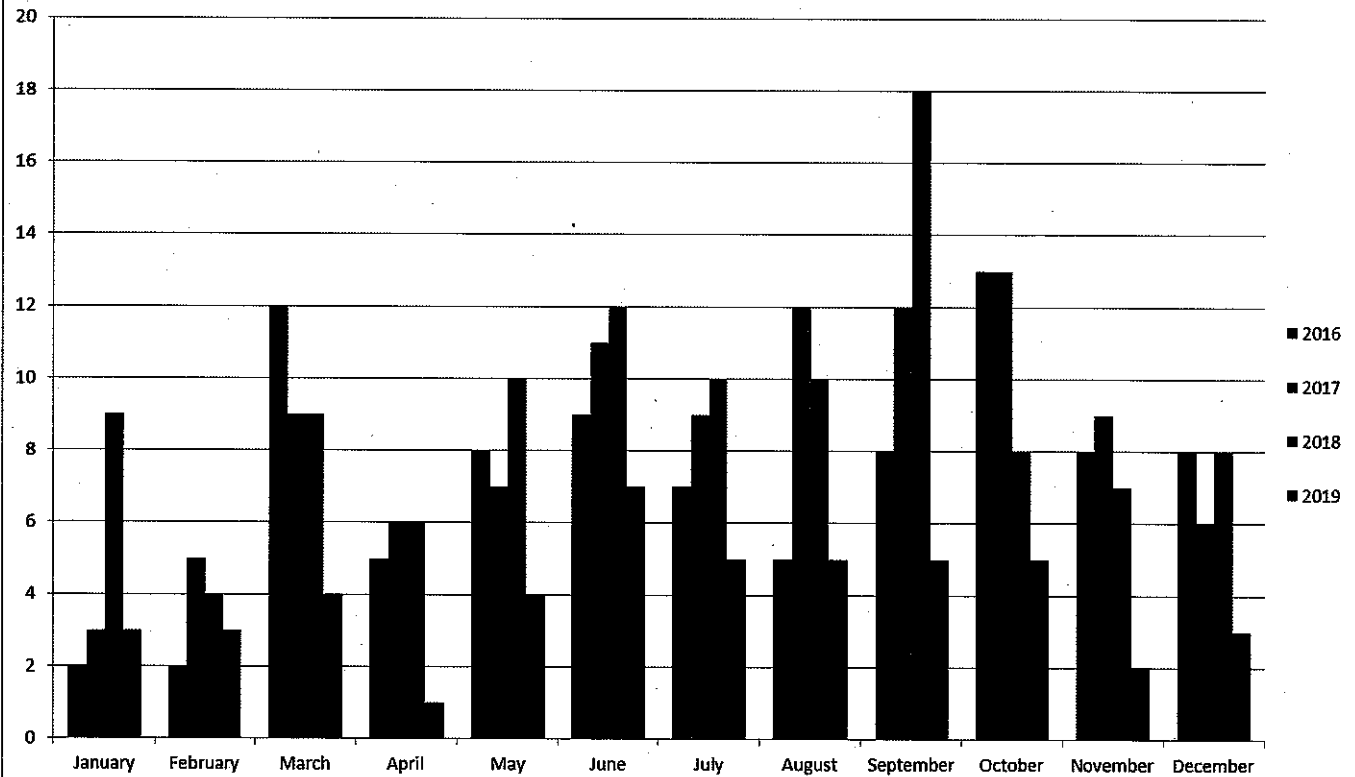
The following is a summary of activities completed by the Parks & Recreation Department during the month of December.

Katherine Legge Memorial Lodge

Preliminary gross rental and catering revenue for the fiscal year-to-date is \$123,929. Rental revenue for the seventh month of the 2018/19 fiscal year is \$12,770. In November, there were eight events held at the Lodge, which is one less than the previous year. However, due to the size of events, the revenue was greater than the previous year. Expenses for November are currently down 22% (\$3,338) over the prior year; this is primarily due to timing of projects and invoices.

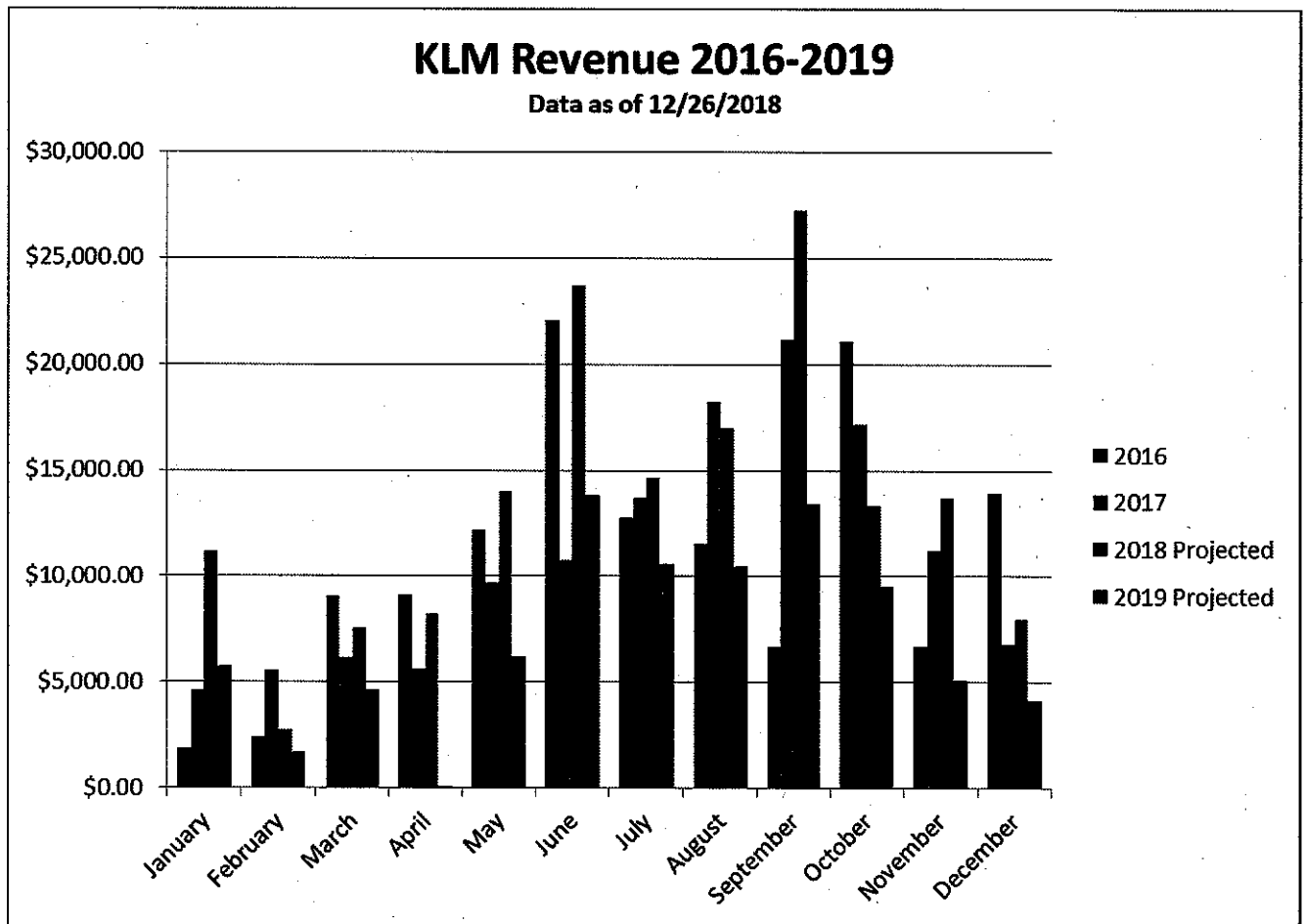
REVENUES	November		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$12,500	\$13,450	\$98,865	\$122,879	\$24,014	\$150,000	82%	\$160,000	62%
Caterer's Licenses	\$0		\$11,500	\$14,500	\$3,000	\$13,000	112%	\$11,000	105%
Total Revenues	\$12,500	\$13,450	\$110,365	\$137,379	\$27,014	\$163,000	84%	\$171,000	65%
EXPENSES	November		YTD		Change Over the Prior year	2018-19 Annual Budget	FY 18-19 % of budget	2017-18 Annual Budget	FY 17-18 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
Total Expenses	\$15,386	\$12,048	\$84,229	\$80,757	(\$3,472)	\$195,839	41%	\$197,651	43%
Net	(\$2,886)	\$1,402	\$26,136	\$56,622	\$30,486				

KLM Reservations 2016-2019
Data as of 12/26/2018



KLM Gross Monthly Revenues								
Month	2011/12 FY	2012/13 FY	2013/14 FY	2014/15 FY	2015/16 FY	2016/17 FY	2017/18 FY	2018/19 FY
May	\$ 8,561	\$ 8,801	\$ 16,796	\$ 13,745	\$ 16,000	\$ 12,200	\$ 9,725	\$ 13,675
June	\$ 11,156	\$ 10,745	\$ 26,818	\$ 17,450	\$ 22,770	\$ 22,845	\$ 12,495	\$ 23,045
July	\$ 13,559	\$ 9,786	\$ 18,650	\$ 12,909	\$ 27,475	\$ 12,550	\$ 15,000	\$ 16,874
August	\$ 17,759	\$ 18,880	\$ 19,579	\$ 25,350	\$ 24,775	\$ 11,500	\$ 18,555	\$ 15,205
September	\$ 14,823	\$ 14,498	\$ 12,137	\$ 24,510	\$ 15,250	\$ 12,645	\$ 15,410	\$ 27,860
October	\$ 16,347	\$ 15,589	\$ 14,825	\$ 23,985	\$ 25,580	\$ 21,045	\$ 15,180	\$ 12,770
November	\$ 8,256	\$ 11,612	\$ 8,580	\$ 14,724	\$ 14,825	\$ 6,700	\$ 12,500	\$ 13,450
December	\$ 8,853	\$ 10,265	\$ 13,366	\$ 17,290	\$ 17,200	\$ 13,457	\$ 8,125	
January	\$ 1,302	\$ 4,489	\$ 250	\$ 8,450	\$ 2,850	\$ 4,624	\$ 18,089	
February	\$ 2,301	\$ 6,981	\$ 7,575	\$ 3,120	\$ 2,400	\$ 4,550	\$ 2,495	
March	\$ 2,506	\$ 7,669	\$ 4,245	\$ 6,725	\$ 8,945	\$ 5,944	\$ 8,045	
April	\$ 2,384	\$ 4,365	\$ 3,600	\$ 12,695	\$ 9,125	\$ 4,300	\$ 7,482	
total	\$ 107,807	\$ 123,680	\$ 146,421	\$ 180,953	\$ 187,195	\$ 132,360	\$ 143,101	\$ 122,879

The graph below shows the past three years of lodge revenue 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.



Staff is currently working with the approved marketing plan for the 2018/19 FY, including the addition of Search Engine Optimization (SEO) and progressive marketing through The Knot. A sub-committee was started and held its third meeting on December 13th. The committee is working on expanding the detailed marketing plan, specific to KLM; including rebranding marketing materials.



MEMORANDUM

Upcoming Brochure & Activities

Brochure & Programming

The winter/spring brochure was delivered to residents homes on Monday, December 3rd. Registration began on Monday, December 10th. A few highlights of new items include; extended season hours at the pool, field hockey classes, new teen programming and new adult programming.

Special Events

The Holiday Express took place on December 16th. Holiday Express participants rode the Metra train from Hinsdale to Aurora, where they disembarked and entered the Roundhouse (aka North Pole). There they had breakfast or lunch, completed crafts, watched a magic show, met Santa and took pictures before riding back to the Hinsdale station. The event was fully sold out and was highly rated by participants in the survey that followed. The next special event will be the Easter Egg Hunt on Saturday April 20th, in Robbins Park.

Field & Park Updates

Fields/Parks

All fields and bathrooms are closed for the winter season. Both will reopen on April 1st, weather permitting.

Ice Rink

The liner for the ice rink at Burns Field has been ordered and delivered to Public Services. Once the temperatures are below 32 degrees they will begin to set it up. Due to the size and depth, six or more days consecutively below 32 degrees is required for appropriate freezing. Anticipated opening date was December 15th, but warm weather in the high 30's and 40's has prevented the liner from being installed and filled so far.

Residents around Melin Park have again requested to set up the smaller rink in the park. The Village Board approved this item and residents will start the set up when temperatures are appropriate. Due to the much smaller size of this rink, they need fewer consecutively cold days to freeze. Village staff will inspect and approve the rink prior to utilization.

Platform Tennis

Memberships

Renewal letters were sent out to past members in late August. This was three weeks later than the normal timeframe due to pricing discussions with HPTA and the Village Board. Pricing for the 2018/19 season increased as indicated in the chart below. A late of \$50 is now being charged for all registrations. Current year-to-date membership revenue in comparison to the same period of the previous year is indicated in the chart below.

Platform Tennis Membership Summary

Memberships as of 3/27/18	2017					2018							
	2017 Fees	New Members	Renewal Members	Total Members	Revenue YTD	2018 Fees	New Members	Renewal Members	Total Members	Change over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	\$200	10	53	63	\$12,600	\$250	11	42	53	-10	\$13,250	\$650	5%
Resident Family	\$250	5	20	25	\$6,250	\$300	5	11	16	-9	\$4,800	-\$1,450	-23%
Resident Secondary	\$0	14	53	67	\$0	\$0	18	23	41	-26	\$0	\$0	0%
Resident Total		29	126	155	\$18,850		34	76	110	-45	\$18,050	-\$800	-4%
Non-Resident Individual	\$300	16	96	112	\$33,600	\$375	39	86	125	13	\$46,875	\$13,275	40%
Non-Resident Family	\$375	3	21	24	\$9,000	\$450	3	22	25	-1	\$11,250	\$2,250	25%
Non-Resident Secondary	\$0	18	48	66	\$0	\$0	18	42	60	-6	\$0	\$0	0%
Non-Resident Total		37	165	202	\$42,600		60	150	210	8	\$58,125	\$15,525	36%
Total Lifetime Members		0	227	227	\$0		1	204	205	-22	\$0	\$0	0%
Res League Players 10 Visit	\$100	3	0	3	\$300	\$125	2	0	2	-1	\$250	-\$50	-17%
NR League Players 10 Visit	\$150	2	0	2	\$300	\$188	3	0	3	1	\$564	\$264	88%
10 Visit Total				5	\$600		5	1	6	1	\$814	\$214	36%
Total Memberships/ Revenue		71	518	589	\$62,050		100	430	531	-58	\$76,989	\$14,939	24%



6b

MEMORANDUM

DATE: January 15, 2019

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

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: August-October FY 2018-19 Parks & Recreation Financial Report

Attached are the preliminary Parks & Recreation Department financial results for the months of August-October; these are months three through six of the FY 2018-19 budget year.

Parks

Revenue for field and picnic shelter rentals increased 15% (\$5,753) over the prior year. Field rental revenue increased 33% (\$8,435) for the same period of the prior year. Picnic shelter rental revenue decreased 20% (\$2,682) over the prior year. The decline in picnic rentals can be attributed to the wet spring weather, which accounted for fewer rentals.

Park operating expenses are up 27% (\$63,090) over the prior year. This is due to the emergency replacement of park equipment because of vandalism, and filling two vacant staff positions.

Programs & Activities

Through the month of October, program revenue increased by 12% (\$20,647) over the prior year. All of the below programs are contractual; revenues are directly related to offsetting contractual expenses. Overall recreation expenses are up 11% (\$19,947) over the same period of the prior year, including capital expenses.

General Interest program revenue has increased 17% (\$2,270) over the prior year, due to new programming and increased enrollment in current offerings.

Athletic program revenue decreased 4% (\$3,145) over the prior year; this is a result of a decline in registration in the sports camp programs.

Cultural Arts program revenue increased 28% (\$1882) over the prior year; due to increased enrollment in Ballroom Dancing, and new art and dance classes. While the expenses



MEMORANDUM

appear to have significantly decreased (65%), it is merely related to timing of payment for the Ballroom Dance instructor.

Early childhood programming registration revenue is down 79% (\$5,506) over the prior year. This is a direct result of Day Camp being moved to The Community House. Expenses are also down by 88% (1,877) due to the move.

Fitness revenue is up by 18% (\$2,182) over the prior year. This is a result of new classes and additional registration.

Platform Tennis

Platform tennis revenues are up by 23% (\$13,928). This is a result of the fee increase that went into effect for the 2018/19 season. General expenses for Platform Tennis have decreased by 26% (\$3,639). This is due the increase in capital expenses on heaters by 66% (\$9,265).

Special Events

Special event revenue has increased by 90% (\$9,036) over the prior year. This is a direct result of donations and sponsorship collected through increased marketing by the Recreation Supervisor.

General Rec Admin

Operating expenses are up 8% (\$8,074) over the prior year. This is primarily due to yearly staff merit raises and a changes in office equipment suppliers.

Katherine Legge Memorial Lodge

Rental and catering revenue for the 2018-19 fiscal year through October is \$136,156; which is an increase of 39% (\$38,291) over the same period of period of the prior year. This increase can be attributed to the new marketing plan put in place in September 2018.

Community Pool

Pool revenue through October has increased by 1% (\$2,874) over the same period in the prior year. Resident pass sales have decreased by 7% (\$7,943) over the prior year, while non-resident pass sales have increased 7% (\$2,555). Resident class registration has increased 19% (\$3,493), while non-resident class registration has increased 50% (\$2,156) over the prior year. Town Team registration has decreased 8% (\$1,756) over the prior year. Miscellaneous pool revenue decreased 2% (\$3539) over the same period of the prior year.



MEMORANDUM

Daily Pool fees have increased by 22% (\$11,642). Details on each revenue line were provided in the 2018 End of Season Pool Report.

Pool operating expenses increased 10% (\$22,288) over the prior year. Repairs and Maintenance expenses has increased 156% (\$18,394) over the same period of the prior year. This was due to early season improvements like the locker room flooring and new deck chairs.

Parks Recreation Revenue/Expense Summary
May-July FY 2018-19

DEPT. 3101

	FY 18-19	FY 18-19	FY 18-19	FY 17-18	FY 17-18	VARIANCE	% of
ADMIN. AND SUPPORT	Budget	Actual	% of Budget	Budget	Actual	OVER	Change
Expenses						PRIOR YEAR	
Personnel Services	186,305	93,281	50%	172,143	76,987	16,294	21%
Professional Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Contractual Services	-	-	#DIV/0!	0	1,012	-1,012	-100%
Other Services	5,500	2,592	47%	5,800	2,453	140	6%
Materials & Supplies	1,700	965	57%	2,400	971	-6	-1%
Repairs & Maintenance	800	-	0%	800	2,022	-2,022	-100%
Other Expenses	4,889	3,075	63%	4,609	3,179	-103	-3%
Risk Management	25,257	-	0%	32,000	24,625	-24,625	-100%
Total-Operating Expenses	224,451	99,913	45%	217,752	111,248	-11,335	-10%

DEPT. 3301

	FY 18-19	FY 18-19	FY 18-19	FY 17-18	FY 17-18	VARIANCE	% of
PARKS MAINTENANCE	Budget	Actual	% of Budget	Budget	Actual	OVER	Change
Revenues						PRIOR YEAR	
Field Fees	55,000	33,707	61%	55,000	25,272	8,435	33%
Picnic Fees	14,500	10,410	72%	14,500	13,092	-2,682	-20%
Total Revenues	69,500	44,117	63%	69,500	38,364	5,753	15%
Expenses							
Personnel Services	388,846	155,562	40%	392,916	149,010	6,552	4%
Contractual Services	157,978	80,162	51%	147,250	62,719	17,443	28%
Other Services	1,875	742	40%	1,675	548	195	36%
Materials & Supplies	37,195	18,561	50%	41,405	14,479	4,081	28%
Repairs & Maintenance	44,660	43,476	97%	42,310	9,442	34,034	360%
Other Expenses	2,255	935	41%	2,255	149	786	528%
Total-Operating Expenses	632,809	299,438	47%	627,811	236,347	63,090	27%
Capital Outlay			#DIV/0!				
Motor Vehicles	36,000	-	0%	36,000	0	0	#DIV/0!
Park/Playground	-	-	#DIV/0!	0	0	0	#DIV/0!
Lands/Grounds	250,000	17,605	7%	211,405	42,761	-25,156	-59%
Buildings	-	-	#DIV/0!	75,000	2,188	-2,188	-100%
Total Capital Outlay	286,000	17,605	6%	322,405	44,948	-27,343	-61%
Total Expenses	918,809	317,043	35%	950,216	281,295	35,747	13%

DEPT.3420

	FY 18-19	FY 18-19	FY 18-19	FY 17-18	FY 17-18	VARIANCE	% of
RECREATION SERVICES	Budget	Actual	% of Budget	Budget	Actual	OVER	Change
Revenues						PRIOR YEAR	
Registration & Memberships	255,000	199,993	78%	279,500	179,346	20,647	12%
Misc. Income	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Revenues	255,000	199,993		279,500	179,346	20,647	12%
Total Expenses							
Personnel Services	93,036	35,277	38%	69,569	32,554	2,723	8%
Contractual Services	219,300	102,338	47%	257,280	97,309	5,029	5%
Other Services	62,140	30,460	49%	63,380	24,713	5,747	23%
Materials & Supplies	10,640	4,659	44%	11,990	1,763	2,896	164%
Other Expenses	8,459	4,816	57%	8,359	9,493	-4,677	-49%
Repairs & maintenance	19,750	4,816	24%	17,000	9,493	-4,677	-49%
Capital Outlay	25,500	12,905	51%	0	0	12,905	#DIV/0!
Total Expenses	438,825	195,271	44%	427,578	175,324	19,947	11%

Parks Recreation Revenue/Expense Summary
May-July FY 2018-19

DEPT.34-BY DEPARTMENT

	FY 18-19	FY 18-19	FY 18-19	FY 17-18	FY 17-18	VARIANCE	% of
RECREATION SERVICES	Budget	Actual	% of Budget	Budget	Actual	OVER PRIOR YEAR	Change
3421 General Interest							
Revenues	15,000	15,453	103%	13,500	13,182	2,270	17%
Expenses							
Personnel Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Contractual Services	12,000	9,840	82%	8,500	6,827	3,013	44%
Other Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Materials & Supplies	-	-	#DIV/0!	0	0	0	#DIV/0!
Repairs & Maintenance	-	-	#DIV/0!	0	0	0	#DIV/0!
Other Expenses	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Expenses	12,000	9,840	82%	8,500	6,827	3,013	44%
3422 Athletics							
Revenues	115,000	67,093	58%	115,000	70,238	-3,145	-4%
Expenses							
Personnel Services	1,615	-	0%	1,500	0	0	#DIV/0!
Contractual Services	65,000	35,275	54%	80,000	41,635	-6,360	-15%
Other Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Materials & Supplies	2,100	1,383	66%	2,100	968	414	43%
Other Expenses	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Expenses	68,715	36,658	53%	83,600	42,603	-5,945	-14%
3423 Cultural Arts							
Revenues	9,000	8,539	95%	9,000	6,657	1,882	28%
Expenses							
Personnel Services	4,000	-	0%	4,230	1,292	-1,292	-100%
Contractual Services	1,600	4,672	292%	1,500	1,532	3,140	205%
Other Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Materials & Supplies	-	-	#DIV/0!	0	0	0	#DIV/0!
Other Expenses	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Expenses	5,600	4,672	83%	5,730	2,824	1,848	65%
3424 Early Childhood							
Revenues	7,000	1,454	21%	26,500	6,960	-5,506	-79%
Expenses							
Personnel Services	-	-	#DIV/0!	5,383	0	0	#DIV/0!
Contractual Services	3,500	255	7%	10,000	2,132	-1,877	-88%
Other Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Materials & Supplies	-	-	#DIV/0!	350	0	0	#DIV/0!
Other Expenses	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Expenses	3,500	255	7%	15,733	2,132	-1,877	-88%

Parks Recreation Revenue/Expense Summary
May-July FY 2018-19

DEPT.3420-BY DEPARTMENT

	FY 18-19 Budget	FY 18-19 Actual	FY 18-19 % of Budget	FY 17-18 Budget	FY 17-18 Actual	VARIANCE OVER PRIOR YEAR	% of Change
RECREATION SERVICES							
3425 Fitness							
Revenues	25,000	13,987	56%	34,500	11,805	2,182	18%
Expenses						0	
Personnel Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Contractual Services	10,000	4,304	43%	14,000	7,293	-2,989	-41%
Other Services	-	-	#DIV/0!	0	0	0	#DIV/0!
Materials & Supplies	-	-	#DIV/0!	0	0	0	#DIV/0!
Other Expenses	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Expenses	10,000	4,304	43%	14,000	7,293	-2,989	-41%
3426 Platform Tennis							
	FY 18-19 Budget	FY 18-19 Actual	FY 18-19 % of Budget	FY 17-18 Budget	FY 17-18 Actual	VARIANCE OVER PRIOR YEAR	% of Change
Revenues							
Memberships/Lessons	68,000	74,389	109%	65,000	60,461	13,928	23%
Grant funding	-	-	#DIV/0!	0	0	0	#DIV/0!
Lifetime and donations	-	-	#DIV/0!	0	0	0	#DIV/0!
	68,000	74,389	109%	65,000	60,461	13,928	23%
Expenses							
Personnel Services	19,280	-	0%	0	0	0	#DIV/0!
Contractual Services	-	4,916	#DIV/0!	19,030	3,895	1,021	26%
Other Services	5,500	1,954	36%	5,500	647	1,307	202%
Materials & Supplies	500	-	0%	500	59	-59	-100%
Repairs and Maintenance	16,500	3,534	21%	15,000	9,493	-5,959	-63%
Other Expenses	50	50	100%	50	0	50	#DIV/0!
Total Operating Expenses	41,830	10,454	25%	40,080	14,093	-3,639	-26%
Capital Outlay	-	-	-	-	-	-	-
Courts project	-	-	#DIV/0!	0	0	0	#DIV/0!
Resurfacing/skirting	25,500	12,905	51%	0	0	12,905	#DIV/0!
Total Capital Outlay	25,500	12,905	51%	0	0	12,905	#DIV/0!
Total Expenses	67,330	23,358	35%	40,080	14,093	9,265	66%
3427 Special Events							
Revenues	16,000	19,079	119%	16,000	10,043	9,036	90%
Expenses							
Personnel Services	4,091	2,736	67%	3,983	2,871	-136	-5%
Contractual Services	35,300	29,487	84%	30,350	23,672	5,815	25%
Other Services	2,750	2,512	91%	2,080	3,630	-1,118	-31%
Materials & Supplies	6,390	4,327	68%	6,390	1,327	3,000	226%
Repairs & Maintenance	-	-	#DIV/0!	0	0	0	#DIV/0!
Total Expenses	48,531	39,062	80%	42,803	31,501	7,561	24%
3428 General Rec Administration							
Expenses							
Personnel Services	64,050	32,541	51%	54,473	28,390	4,151	15%
Contractual Services	91,900	48,865	53%	93,900	51,958	-3,094	-6%
Other Services	53,890	25,994	48%	55,800	20,436	5,558	27%
Materials & Supplies	1,650	332	20%	2,650	378	-45	-12%
Repairs and Maintenance	3,250	1,282	39%	2,000	0	1,282	#DIV/0!
Other Expenses	8,409	4,561	54%	8,309	4,340	221	5%
Total Expenses	223,149	113,576	51%	217,132	105,502	8,074	8%
Capital Outlay	-	-	#DIV/0!	-	0	0	#DIV/0!
Total Expenses	223,149	113,576	51%	217,132	105,502	8,074	8%

Parks Recreation Revenue/Expense Summary
May-July FY 2018-19

DEPT. 3724

KLM LODGE	FY 18-19 Budget	FY 18-19 Actual	FY 18-19 % of Budget	FY 17-18 Budget	FY 17-18 Actual	VARIANCE OVER PRIOR YEAR	% of Change
Revenues							
KLM Lodge Revenue	150,000	121,656	81%	160,000	86,365	35,291	41%
Caterer's Licenses	13,000	14,500	112%	11,000	11,500	3,000	26%
Total Revenues	163,000	136,156	84%	171,000	97,865	38,291	39%
Expenses							
Personnel Services	72,921	35,690	49%	76,933	31,451	4,238	13%
Contractual Services	23,318	12,580	54%	25,818	13,128	-548	-4%
Other Services	40,500	16,676	41%	39,500	14,210	2,467	17%
Materials & Supplies	7,800	2,683	34%	8,400	2,567	116	5%
Repairs & Maintenance	15,650	714	5%	16,450	7,081	-6,367	-90%
Other Expenses	650	440	68%	550	406	34	8%
Total-Operating Expenses	160,839	68,783	43%	167,651	68,844	-61	0%
Capital Outlay	35,000	-	0%	30,000	0	0	#DIV/0!
Total Expenses	195,839	68,783	35%	197,651	68,844	-61	0%

DEPT. 3951

SWIMMING POOL	FY 18-19 Budget	FY 18-19 Actual	FY 18-19 % of Budget	FY 17-18 Budget	FY 17-18 Actual	VARIANCE OVER PRIOR YEAR	% of Change
Revenues							
Pool Resident Pass	110,000	101,359	92%	115,000	109,302	-7,943	-7%
Non-Resident Pass	37,000	38,930	105%	37,000	36,375	2,555	7%
Pool Daily Fee	60,000	63,503	106%	60,000	51,861	11,642	22%
Pool Lockers	-	-	#DIV/0!	0	0	0	#DIV/0!
Pool Concession	7,000	4,054	58%	8,400	6,870	-2,816	-41%
Class-Registration -Resident	20,000	21,928	110%	22,000	18,434	3,493	19%
Class-Registration Non-Resident	5,000	6,483	130%	7,400	4,327	2,156	50%
Private Lessons	13,000	6,220	48%	13,000	10,310	-4,090	-40%
Misc. Revenue (Rentals)	30,000	29,686	99%	30,000	30,225	-539	-2%
Town Team	23,000	20,345	88%	18,500	22,100	-1,756	-8%
10-Visit Pass	22,000	19,312	88%	24,000	19,140	172	1%
Total Revenues	327,000	311,818	95%	335,300	308,944	2,874	1%
Expenses							
Personnel Services	170,087	156,454	92%	166,858	157,176	-722	0%
Contractual Services	24,350	13,549	56%	32,350	11,147	2,402	22%
Other Services	40,500	24,049	59%	38,500	27,956	-3,907	-14%
Materials & Supplies	39,425	36,169	92%	30,005	30,537	5,632	18%
Repairs & Maintenance	32,440	30,220	93%	34,880	11,826	18,394	156%
Other Expenses	7,000	5,009	72%	7,000	3,520	1,488	42%
Risk Management	-	-	#DIV/0!	0	0	0	#DIV/0!
Total-Operating Expenses	313,802	265,450	85%	309,593	242,162	23,288	10%
Capital Outlay	52,000	-	0%	15,000	0	0	#DIV/0!
Total Expenses	365,802	265,450	73%	324,593	242,162	23,288	10%
Summary							
	FY 18-19 Budget	FY 18-19 Actual	FY 18-19 % of Budget	FY 17-18 Budget	FY 17-18 Actual	VARIANCE OVER PRIOR YEAR	% of Change
Capital Expenses	398,500	30,510	8%	367,405	44,948	(14,439)	-32%
Operating Expenses	1,745,226	915,951	52%	1,750,385	833,926	82,025	10%
Total Expenses	2,143,726	946,461	44%	2,117,790	878,874	67,587	8%
Total Revenues	814,500	692,084	85%	855,300	624,518	67,566	11%
Revenue Offset Difference	(1,329,226)	(254,377)	19%	(1,262,490)	-254,356	(21)	0%



8a

MEMORANDUM

DATE: January 15, 2019

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

FROM: Heather Bereckis, Superintendent of Parks & Recreation

RE: Pool Concessions Proposal Review

Staff prepared a Request for Proposals (RFP) and distributed the pool concession lease) to 15 vendors. No vendors attended the concession walk-through and a final proposal was received from Baldinelli Pizza only. The last proposal cycle of the concession agreement received one submittal which was from Baldinelli Pizza as well.

Baldinelli Pizza has existed as a successful restaurant in Hinsdale since 1986. They are a well-known brand throughout the community and will offer the Pool concessions the opportunity for a higher caliber of fresh menu offerings. In addition to the operation of the restaurant, Baldinelli Pizza also offers hot lunches to Elm, Monroe, and Oak Schools. This started with Elm School in 2014 and has grown to encompass all three schools currently. Additionally, Baldinelli Pizza successfully served as the Pool Concessionaire for the 2018 summer season. Because the contract was set up as one year only, the RFP process had to be repeated for the 2019 season.

The table below provides a summary of the rental terms as submitted by the vendor. The proposal required that the vendors submit a monthly rent with a percentage of gross sales and/or an aggregate amount for a 12 month lease. For the prior 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. However, the monthly payment option has also been accepted in the past. For the 2018 season, Baldinelli Pizza opted for the monthly payment option. Twelve years of concession revenue history and terms are included below, along with an estimate for the upcoming year.

MEMORANDUM

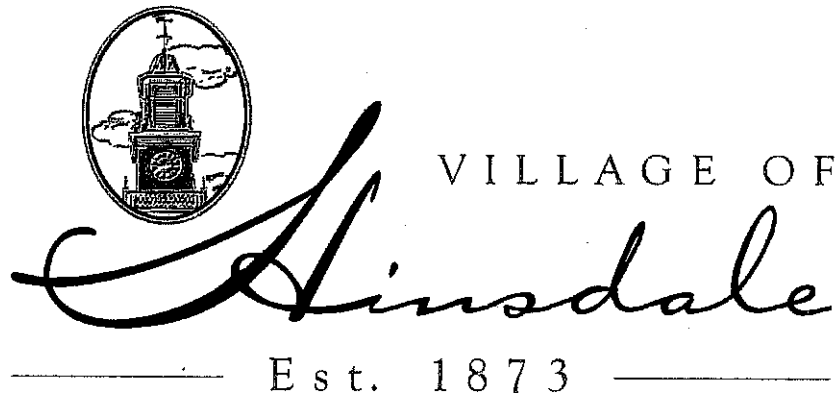
Concessions Revenue History				
Year	Gross Sales	Revenue	Terms	Vendor
2007	\$40,110	\$5,211	\$1,200 plus 10% of sales	C&W Concessions
2008	\$65,390	\$7,739	\$1,200 plus 10% of sales	C&W Concessions
2009	\$45,271	\$7,000	Aggregate Rate	C&W Concessions
2010	\$46,398	\$7,000	Aggregate Rate	C&W Concessions
2011	\$44,623	\$7,350	Aggregate Rate	C&W Concessions
2012	\$48,764	\$7,717	Aggregate Rate	C&W Concessions
2013	\$44,897	\$7,950	Aggregate Rate	C&W Concessions
2014	\$40,695	\$8,000	Aggregate Rate	C&W Concessions
2015	\$32,340	\$8,200	Aggregate Rate	C&W Concessions
2016	\$29,072	\$8,400	Aggregate Rate	C&W Concessions
2017	\$26,015	\$6,750	Aggregate Rate	C&W Concessions
2018	\$32,183	\$4,754	\$1,200 plus 10% of sales	Baldinelli Pizza
estimated 2019	\$32,183	\$5,060	\$1,200 plus 12% of sales	Baldinelli Pizza

For the 2019-2021 seasons, Baldinelli Pizza has proposed a monthly payment with percentage of sales. They are offering a rate of \$100/month and 12% of gross sales. Based on the last years revenue history, staff has estimated overall revenue for the 2019 Pool season. This is indicated in the chart above and below. Staff anticipates that Baldinelli's brand will continue to increase sales at the concession stand over prior years. The estimated revenue below is expected to be the minimum revenue amount. The RFP indicates the contract would be for three (3) years with the option to reevaluate and renegotiate for an additional two (2) years.

Vendor	Flat Rate Lease Terms			Monthly/Percentage -12 month period		
	Year 1	Year 2	Year 3	Year 1	Year 2	Year 3
Baldinelli's Pizza	N/A	N/A	N/A	\$100 12% of sales	\$100 12% of sales	\$100 12% of sales
Estimated revenue	\$0	\$0	\$0	\$5,060	-	-

In closing, the proposal submitted by the vendor provides comparable terms related to past operations of the pool concessions. Based on a successful first year, and Baldinelli's continued good standing with the community, staff is recommending the Commission accept this proposal for the 2019-21 seasons.

Village of Hinsdale
Parks & Recreation Department



Community Pool Concession Services Request for Proposal (RFP)

Proposals due December 14, 2018 –no later than 4:30 pm

**19 E. Chicago Ave, Hinsdale, IL 60521
630-789-7090**

**VILLAGE OF HINSDALE
REQUEST FOR PROPOSAL**

**COMMUNITY POOL
CONCESSION SERVICES**

- A. **INTRODUCTION:** The Village of Hinsdale is accepting proposals for the operation of food concession sales for a one-year period commencing May 1, 2019 through April 30th, 2020. The Village of Hinsdale also reserves the right to extend this contract for additional two year period from May 1, 2020 to April 30, 2021 and from May 1, 2021 to April 30, 2022 under the same terms and conditions as the original contract upon thirty (30) days notice in writing of its intention to exercise the option.

These concession sales are to be offered at the Hinsdale Community Swimming Pool located at 500 W. Hinsdale Ave, Hinsdale, Illinois. The sales will be conducted pursuant to a lease agreement with the Village of Hinsdale. A sample copy of the lease agreement is attached.

- B. **INTENT:** It is the intent of the Village of Hinsdale to accept proposals from interested companies or individuals to enter into the lease agreement and to conduct the sales at the facilities and events as described herein. The Village of Hinsdale intends to award one contract.

C. **DESCRIPTION OF THE CONCESSION FACILITIES:**

1. **Hinsdale Community Swimming Pool:** The Concession Building of the Community Swimming Pool includes a food preparation/service area which measures 18'8" x 11'. The adjoining storage area is approximately 170 square feet. The seating area accommodates 8 tables, plus a large sun deck which permits food. The total concession deck area is approximately 2,800 square feet.

Additionally, there is an outside access window at which the vendor can sell product to walk-up customers not currently visiting the pool. The vendor will be allowed to advertise this window on the exterior of the building as well.

The Hinsdale Community Swimming Pool is open daily from Memorial Day through Labor Day (a 99-day season). The Concessionaire shall be open for business during all hours that the Swimming Pool is open. The hours of operation for the Concession Building shall include the morning swim programs and special events.

This schedule is noted only to give an indication of anticipated dates and times. It may be subject to change.

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 Fourth, 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.
- The Concessions will be required to be open for the annual Hinsdale Swim Meet which is held for three days (Fri-Sat-Sun) in either late June or early July. 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, unless vendor is unable to provide a requested/specialty item. In that case, a separate vendor may be allowed.
- 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 highly discouraged from bringing in outside food.
- Optional morning/breakfast hours from 5:30am-9am, negotiable

D. **CONCESSIONAIRE RESPONSIBILITY:** The concession areas must be open for business at all times that is designated in the Concession Lease Agreement. The Concessionaire shall be responsible for all food and beverage service including ordering, pricing preparing, and disbursing. The Concessionaire shall also be responsible for maintaining a clean and sanitary operation. Trash and debris shall be removed from every concession areas and properly disposed of every evening at closing and during the day as needed. Concession stand is also responsible keeping the concession stand tables cleaned.

E. **LOCAL, STATE AND NATIONAL LAWS:** The Vendor shall be required to certify compliance with applicable codes, laws, ordinances, and regulations of the Village of Hinsdale, DuPage County, State of Illinois, and Federal Government, including but not limiting to sanitation (food and sanitation certificate holder), age, minimum wage, sales tax, and equal employment opportunity, must be adhered to.

It will be the responsibility of the Concessionaire to obtain an appropriate permit from the County Health Departments to operate the facilities.

F. **BACKGROUND CHECKS:** On an annual basis in May, the selected vendor must provide to the Village proof of background checks and a cross check of the Federal

Sex Offender Register having been conducted within 60 days prior thereto of all vendor's employees who will be working at the Concession Stand and the Vendor will be required to certify that no employee has been convicted of a crimes such noted in Section 18 of the lease agreement. The criminal background checks will be paid for by the Vendor and are not reimbursable by the Village.

- G. **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".

The Village will not guarantee that the equipment will always be in working condition and will not accept any liability for equipment that is not in working condition but the Village will make reasonable efforts to promptly repair any equipment that is not in working condition. The Concessionaire will be responsible for providing its own equipment for the concessions operations, to the extent that more equipment is needed than is currently provided by the Village.

- H. **UTILITIES AND REFUSE DISPOSAL:** The Village will provide gas and electricity and the cost of refuse disposal at all the facilities.

- I. **MINIMUM LIMITS OF INSURANCE:**
Concessionaire shall maintain limits no less than the following,

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, and property damage and \$1,000,000 per occurrence for personal injury. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

- J. **INDENITY/HOLD HARMLESS**

To the fullest extent permitted by law, the Concessionaire hereby agrees to defend, indemnify and hold harmless the Village of Hinsdale, its official, agents and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the Village of Hinsdale, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Concessionaire, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of

the sole legal cause of the Village of Hinsdale, its agents or employees, the Concessionaire shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Hinsdale, its officials, agents and employees, in any such action, the Concessionaire shall, at its own expense, satisfy and discharge the same.

Concessionaire expressly understands and agrees that any performance bond or insurance policies required by this contract, or otherwise provided by the Concessionaire, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Hinsdale, its officials, agents and employees as herein provided.

- K. **BACKGROUND AND EXPERIENCE:** Included in each proposal must be background information and experience of the individuals involved in operating the concessions operations and of the company if applicable.
- L. **STANDARD OF PERFORMANCE:** The sale of concession at the Village facilities is an integral part of the Village's park and recreation program. As such, it is expected that this operation will be conducted in a first-class manner that is representative of the highest standards for food service operation at all times. The Village will not allow or tolerate conduct at any facility that diminishes the integrity of the Concessionaire or of the Village. If the concessionaire has any recommendations for improvements in the operation of the concession facilities, then those recommendations should be made in writing to the Hinsdale Park and Recreation Commission.
- M. **SUBMITTAL OF PROPOSAL:** Proposals for entering into the Lease Agreement for the Concession Facilities should be submitted in writing in on or by **Friday, December 14th at 4:30 pm** to the address below or via email.

hbereckis@villageofhinsdale.org

Village of Hinsdale
c/o Heather Bereckis
19 East Chicago Avenue
Hinsdale, IL 60521

The following information shall be included in all proposals:

1. A statement of background and experience as described in Paragraph J above.
2. Complete the application with both rent payment options completed.
Option #1, a flat amount of rent to be paid for by the Concessionaire for the use of all concession facilities.
Option #2, monthly rent for a period of 12 months and the percentage of gross sales from the pool concession to be paid by the Concessionaire to the Village

as additional rent for the use of all concession facilities at the Community Pool in accordance with the terms of the attached Lease Agreement.

4. **A separate schedule of food items to be offered and sales prices.**
5. Such other information as the bidder believes is required for the Village to evaluate that proposal.

N. **REQUESTS FOR ADDITIONAL INFORMATION/FACILITY TOURS:**

All questions or arrangements for a site visit of the facility should be directed to:

Heather Bereckis,
hbereckis@villageofhinsdale.org
Telephone: (630)789-7092

Or

Samantha Hanzel
shanzel@villageofhinsdale.org
Telephone: (630)789-7097

**Site Tour will be given on Thursday, December 6 at 10:00 am.
Staff will meet vendors at the pool at 500 W. Hinsdale Avenue**

- O. **SELECTION:** The Village of Hinsdale will evaluate each proposal and determine which proposal, if any, provides the best service and return to the Village. The Village reserves the right to reject any and all proposals, waive technicalities, or negotiate modifications to the proposal in the best interest of the Village. The Village will evaluate the proposals submitted on the basis of:

- The quality and thoroughness of the proposal
- Demonstrated expertise and experience in the industry and the ability to set up and open desired food service operation in a reasonable time frame.
- The vendors understanding of the current market area and the description of how the proposal service will attract and service the anticipated clientele.
- Responsiveness of proposed schedule, hours of operation and scope of service to be provided.
- Reference validation.
- Demonstration that vendor possesses all required state and local licenses and certifications.

The successful vendor will enter into a Concession Agreement with the Village. A sample agreement is attached hereto as Exhibit A

P. **EXECUTION OF CONCESSION AGREEMENT**

Upon selection of a vendor, a Concession Agreement, in the form attached to this RFP, is contemplated to be executed by the Parties.

The Vendor that enters into the Concession Agreement with the District may not sell, sub-contract, transfer or give the concession rights to anyone else and shall be obligated to use its own employees to operate the concessions.

I

CONTRACT SCHEDULE

Activity	Date
RFP Packets available	November 15, 2018
Proposals Due	December 14, 2018
Review Proposals	December 17-January 4, 2018
Parks & Recreation Committee Review	January 15, 2018

**VILLAGE OF HINSDALE
CONCESSION SERVICES APPLICATION**

Company Name Baldinelli Pizzeria
Mailing Address 114 S Washington St
Phone Number 630-654-4600 Email _____
Contact Person Vince Distasio Title Manager

Answers must be provided with supporting information as necessary.

1. Please describe your organization (Corporation, LLC, sole proprietor, etc.):

Corporation

2. How long has this business been in existence under your control and/or ownership?

7/2013

3. Provide information on other locations your organization currently operates or has operated within the last three years. Please include the name of the specific contact of the company your organization worked with and a phone number for each location.

Name of Company	Contact Name	Phone Number
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4. Identify the person in your organization that will be directly responsible for the operation of the specified concession services (name and title).

Vince Distasio Manager

5. Does this person currently hold a sanitation license? Please note you will be required to meet the provide all the necessary local and state statues pertaining to sanitation of food service facilities, as well as business licensing. Yes ☒ No ☐
6. What training (food safety, customer service, first aid, etc.) does your front line staff receive?
Food Safety, Customer Service
7. Does your staff go through criminal background checks, Yes ☐ No ☒
 and/or drug test? Yes ☐ No ☒
8. Have you or any other principal in your organization been involved in a legal dispute related to your business operations? Yes ☐ No ☒
9. Provide a complete list and attach a menu of proposed beverages and food items along with a suggested sales price for each item, and if sales tax will be included in price or added at time of purchase. This menu will be used by the Village as a component of the decision making process. The Village requests that there be healthy options on the menu.
10. Birthday Party Packages – Please list the proposed cost and description of food and drink packages for parties as well as the cost for additional food and beverages above the party package. What would be the timeline for placing the order for a party package?

Same as last year

17. The Vendor shall submit two options to be considered.

Option 1 – Flat amount of rent for a 12 month period to be paid in two payments, first payment on June 1st, the second payment to be paid on October 30th of the same year.

Option 1	Year 1	Year 2	Year 3
Flat Annual Rent			

Option 2 – 12 month rent to be paid monthly starting May 1st, plus a percentage of gross daily sales to be paid at the end of the season.

Option 2	Year 1	Year 2	Year 3
Monthly Rent (for a period of 12 months)	100.00	100.00	100.00
Percentage of gross daily sales	12%	12%	12%

REFERNCES

Please provide a description of and contact information from previous/similar projects:

1. Company/Agency Name: Derys Kang Oak school P.T.O.

Contact Information: 312-933-7351

Dates & Description of Services Provided: Provide Hot lunches to
Students

2. Company/Agency Name: Monica Guttanann - Elm school P.T.O.

Contact Information: 630-954-6281

Dates & Description of Services Provided: Provide Hot lunches to
Students

3. Company/Agency Name: _____

Contact Information: _____

Dates & Description of Services Provided: _____

RFP Submitted by: Vince Distasio Title: 11/26/14

Print Name: Vince Distasio

Signature: Vince Distasio Date: 11/26/14

VILLAGE OF HINSDALE

19 E. Chicago Ave.
Hinsdale, IL 60521

AGREEMENT FOR: Community Pool Concessions

Baldinelli Pizza
Vincent DiStasio
114 South Washington
Hinsdale, IL 60521

Note: This cover sheet is an integral part of the contract documents and is, as are all of the following documents, part of the contract executed between the **Village of Hinsdale** and **Baldinelli Pizza**. Do not detach any portion of this document. Invalidation 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, 2019, between the VILLAGE OF HINSDALE, an Illinois municipal corporation ("Licensor" or "Village"), and Baldinelli Pizza, an Illinois company with its offices at 114 South Washington, in Hinsdale, IL 60521 ("Concessionaire").

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

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

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

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

1. CONCESSION.

1.1 *License Granted.* The Village, in consideration of the payment of the Fee hereinafter defined, hereby grants a license to the Concessionaire to operate an exclusive concession at the Hinsdale Community Swimming Pool, 500 West Hinsdale Avenue, Hinsdale, Illinois 60521 ("Facility") within the 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.

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

2. TERM.

2.1 *Initial Term.* The term of the License herein granted shall commence on its date of execution by the parties and shall end on April 30, 2021. An option to renew the contract for an additional two (2) years may be exercised if both parties are in agreeance, through September of 2023. Negotiations of fees may occur with the option to renew.

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 monthly fee of \$100 for a 12 month period, and 12% of gross sales from May 25th- Sept 2nd, 2019; May 23rd- Sept 1st, 2020; and May 22nd- Sept 6th, 2021. The monthly Fee shall be made payable each month by the 25th, beginning on May 25th, 2019. The percentage of gross sales is due in full by Sept. 15th of each year. Monthly sales documentation must be provided to the Licensor beginning May 25th, and each following month through September of each year.

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" x11" (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 4th, Labor Day and for the two weeks at the beginning and end of the season. The food service provided by Concessionaire shall at all times be sanitary, courteous, eloquent, efficient and sufficient to meet the demands of the Village patrons and the food products shall be of the highest quality. The Licensor shall be the sole determiner of the adequacy of the service and quality of the products and services provided by Concessionaire. Concessionaire shall operate Concessions for birthday parties and private rentals at the Pool on such dates and at such times and are mutually agreed upon in writing by the parties.

10.4 *Compliance with Applicable Laws, Permits and Licenses.* During the Term, Concessionaire, at its expense, shall comply promptly with all laws, rules, and regulations made by any government authority having jurisdiction over Concessionaire's use of the Concession Area pertaining to (a) the physical condition of any improvements in the Concession Area; and (b) Concessionaire's specific business operations in the Concession Area. Compliance pursuant to this subsection 10.2 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 he performance of its obligations under this Agreement, and shall obtain at its own cost and expense, or, when applicable, shall reimburse the Licensor for acquiring, all permits and licenses which may be required in order for Concessionaire to conduct its business operations with respect to the Concessions, including without limitation the following:

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

20. CRIMINAL BACKGROUND CHECKS.

20.1 *Criminal History Search.* With respect to each individual 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: Superintendent of Parks and Recreation
19 E. Chicago Avenue
Hinsdale, Illinois 60521
(630) 789-7092(Telephone)
(630) 789-7016 (Fax)

with a copy to:

Lance C. Malina
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:

Vincent DiStasio
Baldinelli Pizza
114 South Washington
Hinsdale, IL 60521
(630)654-4600

24. GENERAL PROVISIONS.

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

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

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

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

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

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

agree that the provisions hereof are not to be construed either for or against either party as the drafting party.

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

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

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

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

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

arising out this transaction made by any unidentified broker or other person with whom such party has dealt.

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

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

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

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

THE VILLAGE OF HINSDALE

Baldinelli Pizza

Village Manager, Kathleen A. Gargano

Authorized Officer

Print Name: _____

Its: _____

Date: _____

Date: _____

ATTEST:

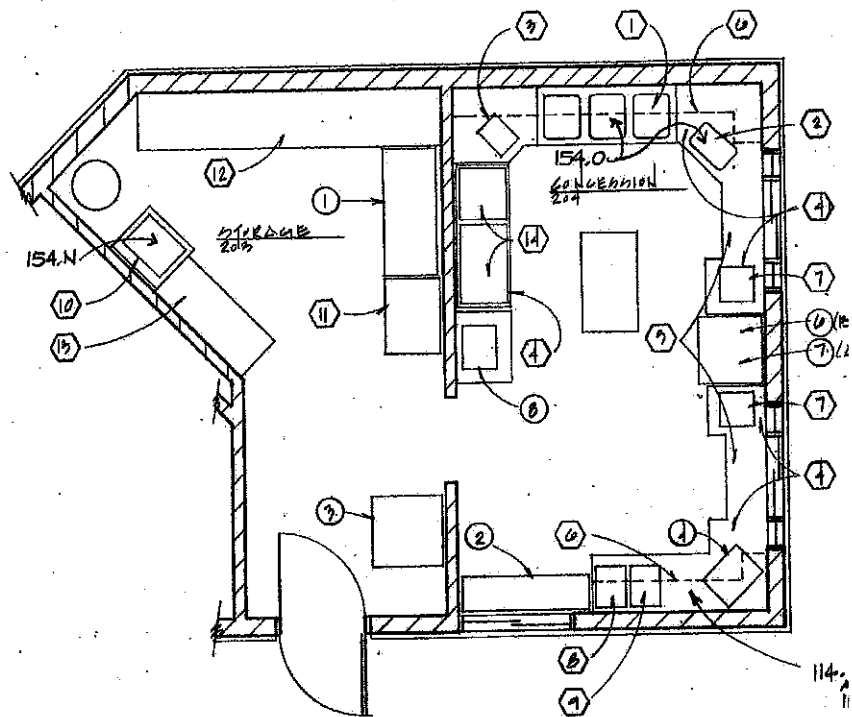
ATTEST:

Village Clerk, Christine Bruton

Print Name: _____

Its: _____

EXHIBIT "A"



Community Pool Concession Area

EXHIBIT 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".

EXHIBIT "E"

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____ (name), certify that I am employed as the
_____ (title) of _____ (Baldinelli Pizza), 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 _____, 2019.

Notary Public

EXHIBIT "F"

TAX COMPLIANCE CERTIFICATION

Illinois Department of Revenue – Tax Compliance

Baldinelli Pizza 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