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**VILLAGE OF HINSDALE**  
**Administration and Community Affairs Committee**  
**Minutes of the Meeting May 5, 2014**

Chairman Hughes called the meeting of the Administration and Community Affairs Committee to order in the Board Room of the Memorial Building on May 5, 2014 at 7:30 PM.

**Members Present:** Chairman Hughes, Trustees Angelo, Elder and LaPlaca

**Staff Present:** Kathleen Gargano, Village Manager; Darrell Langlois, Assistant Village Manager/Finance Director; Gina Hassett, Director of Parks and Recreation; Tim Scott, Economic Development Director

**Also Present:** Kathy Katz, Interim Assistant to the Village Manager; Michael Marrs, Village Attorney's Office

**Approval of Minutes – April 7, 2014**

Trustee LaPlaca suggested a change to the minutes. Chairman Hughes provided an edit to the minutes as presented. Trustee Elder moved approval of the April 7, 2014 minutes as amended. Trustee LaPlaca seconded and the motion passed as amended.

**Monthly Reports**

**Treasurers Report**

Mr. Langlois presented the report. Base Sales Tax receipts for the month of March decreased by \$13,800 and increased 14.9% for April. Sales Tax receipts for the fiscal year total \$3,064,000, an increase of \$93,000.

Income Tax revenue for the month of March increased by \$4,200 and increased \$8,400 for April. Total Income Tax receipts for FY 2013-14 total \$1,639,000, an increase of 8.1%. This variance is favorable when compared to budget as no increase was assumed for FY 2013-14. The State still is \$257,000 or two months behind the normal payment schedule.

Mr. Langlois reported that the Food and Beverage tax revenue for March amounted to \$28,700, an increase of 64.1%. Year to date Food and Beverage taxes earned for the first eleven months of the year amount to \$314,300, an increase of 7.5%.

Mr. Langlois reported that property tax collections through March amount to \$6,258,456, which is approximately 102% of the Village's tax levy and is over budget by \$115,000. Mr. Langlois explained that the over budget amount was due to DuPage County having to annually estimate the "burden factor" that allocates our tax levy between Cook and DuPage counties and that this will get corrected next year and will result in lower tax collections.

Combined Gas, Electric, Telecommunications, and Water Utility Taxes for March were \$184,973, which is 1.3% below previous year's receipts. Year to date Utility Tax receipts amount to \$1,934,876, a decrease of \$17,532. Receipts from telecommunications and water

utility taxes have declined, and based on current projections the end of year results for utility tax revenue are expected to be \$31,000 below budget.

Mr. Langlois reported that Building Permit revenues for March were \$177,683, an increase of 119%. For the first eleven months of the year, total Building Permit revenue stands at \$1,380,113, an increase of 34.8% over the prior year. Based on current projections the end of year result for permit fee revenue is projected to be at least \$152,500 above budget.

Mr. Langlois reported that total legal billings through of March amount to \$245,129, which is over the annual budget amount for the first eleven months of the year due to \$37,000 in reimbursable legal fees being incurred so far this year as well as \$78,000 of costs related to the MIH litigation. Please note that these amounts do not include the March billing from the Village Attorney as the March bill had not yet been received as of the date of this report.

Mr. Langlois reported that water consumption usage is elevated and about 87 million gallons was purchased from the DuPage Water Commission. A leak detection company had been hired and so far found one major leak; monthly water usage is now down to approximately 74 million gallons. The recently found main break was leaking right into the storm sewer so it would not have been found without the assistance of the leak detection company.

### **Park and Recreation Activity Report**

Ms. Hassett presented her report. The summer brochure was delivered on April 14<sup>th</sup> and registration started on April 21<sup>st</sup>. Athletic field maintenance was delayed due to the wet field conditions and maintenance is on-going. The Village purchased an aerator for field maintenance and it performed in-house as staff time allows.

Park maintenance is being completed and public service employees assist on weekends with trash removal. It has been suggested to have security cameras installed to prevent vandalism at Burns Field. Safety audits are going on at the parks.

Ms. Hassett reported that additional Thorguard Lightning systems will be installed. The Women's Club rented the former HCA building and there are some other organizations that have expressed interest in renting it.

A wedding arbor has been added at KLM and some additional plantings will be added. KLM revenue has increased about \$35,000. Staff continues to make efforts for bookings in the winter and during the week.

Opening day for the pool is Saturday, May 24<sup>th</sup> and some repairs are being made. Eight diving blocks are being replaced and paid for by the Hinsdale Swim Club. The sale of early bird memberships ended at the end of April and pass sales are down \$19,700. The decrease of \$8,500 from super pass sales will not be able to be made up due to the lower number being sold. The cold weather has hindered pass sales.

Platform tennis revenue increased \$9,000 and lesson revenue also increased. There will still be some utility expenses but year-end estimates are expected to be about \$5,000 over budget.

The final phases of the Veeck walking path design are in progress. Chairman Hughes asked if there was any new information regarding the walking path. Trustee Elder asked about the light replacements at the paddle courts. Ms. Hassett stated they were replaced with LED lights and were grant funded. Chairman Hughes commented about the agreement with Mary Doten not being the standard revenue sharing agreement. Ms. Hassett stated that there have been discussions with Ms. Doten and no other community treats platform tennis like other recreation programs. Ms. Hassett is going to recommend maintaining the current 90/10 revenue sharing arrangement.

Trustee LaPlaca stated that staff has required more information with Tom Lockhart and it is a comparable agreement. Ms. Hassett stated that platform is unique and sometimes Ms. Doten does snow removal herself to keep the courts clear.

### **Economic Development Report**

Mr. Scott presented his report. Kings Landscaping has been awarded the Burlington Park wall project. EDC is working on campaign ideas for downtown businesses and a lot of time is being spent with real estate brokers and possible tenants. Gateway Square has a couple of prospects and that three potential new restaurants are in different stages.

Mr. Scott reported that the former Gap Kids store is under construction and also reported on the marketing for the new Garfield Crossing building that is being built.

### **Approval of an Ordinance Amending the Village Code of Hinsdale Relative to Contracting and Purchase Authority**

Ms. Gargano explained the request. The spending limit for the Village Manager would be increased from \$10,000 to \$20,000. Ms. Katz also reviewed this item and stated that the higher amount is not unique to Hinsdale and this will reduce the number of expenditure items that have to be approved by the Village Board. The Committee also reviewed the new Purchasing Policy Manual which formalizes the purchasing procedures and guidelines for Village staff to follow including procedures for emergency purchases.

Ms. Katz explained how the policy manual had been prepared in that much of the procedural requirements that were contained in the Village Code have now been moved to the manual. There was general discussion between Village staff and the Committee about the manual and the proposed re-write of the Village Code section on procurement.

The Village Attorney made some clarifications regarding the Ordinance and noted that some items in the current Village Code will be moved into the Policy manual. Ms. Gargano stated that any changes to the Policy Manual would be brought to the Board but a vote would not be required. Trustee LaPlaca asked why there was inconsistent drafting when comparing items in the proposed Village Code with new Policy Manual, such as procedures with emergency purchases. Ms. Katz and Ms. Gargano gave clarification on the reasons for

the wording differences in that the Village Code establishes legal requirements and the Policy Manual is more of an operations guide.

Chairman Hughes asked for some changes to be inserted in the document and asked the Village Attorney to highlight the changes to be made to the purchases by department heads. Chairman Hughes asked the Village attorney for some clarification in the Ordinance. The attorney stated that most of the language is contained in state statutes.

Trustee LaPlaca moved approval of the Ordinance and Policy Manual. Trustee Elder seconded and the motion passed unanimously.

**Approval of Fiscal Year 2014-2015 Blanket Purchase Orders in the Amount of \$707,942**

Mr. Langlois stated that this is routine and most vendors are the same each year. The only change is the dollar amounts due to the change in purchase amounts given to the village manager.

Trustee Elder moved Approval of Fiscal Year 2014-2015 Blanket Purchase Orders in the Amount of \$707,942. Trustee LaPlaca asked why the listing included several vendors at \$20,000 as the Village Manager would now have spending authority up to \$20,000 and Board approval would not be required. Mr. Langlois explained the process. Trustee Angelo seconded and the motion passed unanimously.

**Award Bid #1562, Burlington Park Community Information Signs to DeSign Group Signage in the Amount of \$53,120 to Provide Sign Fabrication and Installation Services**

Mr. Scott explained the request of replacing the banners in the park. This expense is included in the capital plan. The low cost bidder is DeSign Group. The poles are not included in the cost

Trustee LaPlaca moved approval to Award Bid #1562, Burlington Park Community Information Signs to DeSign Group Signage in the Amount of \$53,120 to Provide Sign Fabrication and Installation Services. Trustee Elder seconded and the motion passed unanimously.

**Adjournment**

As there was no further business to come before the Committee, Trustee Elder motioned to adjourn. Trustee Angelo seconded and the motion passed unanimously. The meeting was adjourned at 8:53 P.M.

Respectfully Submitted:

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Darrell Langlois  
Assistant Village Manager/Director of Finance  
DL/lc

DATE June 2, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> Administration and Community <b>SECTION NUMBER</b> Affairs Committee	<b>ORIGINATING</b> <b>DEPARTMENT</b> Parks and Recreation
<b>ITEM</b> License Agreement between Mary Doten and the Village of Hinsdale	<b>APPROVED</b> Gina Hassett, Director of Parks & Rec.

**LICENSE AGREEMENT BETWEEN MARY DOTEN AND THE VILLAGE OF HINSDALE**

Ms. Doten owns and operates "Paddle in the Park" (TP) and has been coordinating and teaching platform tennis lessons for the Village for over ten years. For the past three years, the Village has approved a license agreement issued to Ms. Doten to utilize Village courts to coordinate group and private lessons and team drills

Prior to 2012, Ms. Doten and other professionals that taught lessons coordinated by the Village were reimbursed 90% of the lesson revenue. In 2012, Ms. Doten took on the coordination of the lesson program and was issued a license agreement for a flat rate. The fee was established by reviewing the prior year's revenue; the rate increased 3% the following year. A summary of lesson revenue is attached.

The terms of the 2012 and 2013 agreement are that the Village receives 10% gross of all lesson fees collected by Ms. Doten and that the Village includes lesson information in the brochure and on the registration web site. The majority of recreation programs offered through the department are provided by third party contractors; the standard split is 80% reimbursed to the contractor, with the Village collecting fees. Since Ms. Doten collects the fees and handles the coordination, a 10% reimbursement has been approved for court use.

Platform tennis is unique; the minimum enrollment for a class is often two participants and full with four participants resulting in a lot of coordination by staff. The terms of the current agreement have been successful; a high level of service is provided by Ms. Doten which has resulted in increased registration and revenue for the Village. Lesson revenue received from Ms. Doten for 2013 was \$7,358 an increase of \$1,487 over the prior year. A similar agreement had been used in the past for tennis lessons coordinated by the Hinsdale Tennis Academy (HTA); however this agreement is no longer in place. For 2014, lessons taught by HTA will be offered through the Village, with a flat rate that allows HTA use of Village courts for "private" lessons only.

Staff evaluated the arrangements that are in place with professionals at public recreational agencies and found that they differ greatly. For 2013, the Wilmette Park District hired a full time professional to teach lessons and the Winnetka Park District includes a fee in their membership that is given to the paddle association that then pays for the professional's salary. A summary is attached.

Staff has had thoughtful discussion regarding the terms of the agreement. Ms. Doten continues to put forth efforts to grow the lesson program which will benefit the Village with increased revenue and potential members. The recommendation is to renew the terms of the current agreement which is a payment of 10% of gross lesson revenue for a period of two years.

**MOTION: To recommend to the Board of Trustees to approved the Paddle Tennis License Agreement with Mary Doten for a period of two years.**

**STAFF APPROVALS**

<b>Parks &amp; Recreation Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Approval</b>	<b>Managers Approval</b>
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**COMMITTEE ACTION:****BOARD ACTION:****Platform Lesson Revenue**

<b>Year</b>	<b>Amount</b>	<b>Terms</b>
2009	\$3,652	Reimbursed to Contractor
2010	\$5,670	Reimbursed to Contractor
2011	\$5,978	Payment to Village
2012	\$5,871	Payment to Village
2013	\$7,358	Payment to Village

<b>Agency</b>	<b>Year Started</b>	<b># of Courts</b>	<b>Members</b>	<b>Paddle Pro</b>
<b>Glen Ellyn</b>	2009	4	196 total 94 travel 104 general	Lessons taught by PT staff \$50 per hour
<b>Glenview</b>	2013	4	240 total 160 travel 16 general 35 Jrs. /29/Staff	FT. Tennis/Paddle Glenview PD. employee \$75,000 includes bonus incentives and share of Pro Shop Lessons taught by Pro
<b>Hinsdale</b>	1980 2001	8	614 300 are lifetime	PT. Contractual Paddle Pro Women's Lessons Only Pays Village for court time
<b>Lake Bluff</b>	2009	3 fundraising for 1 more in 2015	150 total 143 Travel 7 general	FT. Tennis/Paddle Lake Bluff PD employee Salary \$60,000
<b>River Forest</b>	2012	2	124 total no travel	NO PRO
<b>Wilmette</b>	2013	4	160	FT. Year Round Paddle Only Wilmette PD employee \$50,000 + 80% of lesson taught by pro
<b>Winnetka</b>	1970's	6	303	8 mo. Paddle Pro Paid by club to work for club \$40,000 lessons taught by time WPD PT staff

Village of Hinsdale

**PADDLE TENNIS LICENSE AGREEMENT**

This License Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, between Mary Doten, (hereinafter referred to as the "Licensee") and the Village of Hinsdale, DuPage County and Cook County, Illinois (hereinafter referred to as the "Village"),

**RECITALS**

**WHEREAS**, it has been determined by the corporate authorities of the Village to permit the Licensee to have a license to use the Village's paddle tennis courts during the period of September 1, 2014 through August 31 of 2016 for a paddle tennis instruction program under the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the terms and conditions contained herein and other good and valuable consideration, the Parties agree as follows:

1. **Recitals.** The above recital is substantive and is incorporated herein by reference as though fully set forth.
2. **Program and Facilities.** The Licensee shall use the Village's Parks and Recreation Department's paddle tennis courts ("Facilities") for the purposes of private lessons, group lessons, leagues and drills ("Programs") to take place September 1, 2014-August 31, 2016. The Village shall solely be responsible to maintain the Facilities. The Village reserves the right to assign specific facilities to be used for the Program, including times and dates or the use of the Facilities. The Village shall also provide one (1) page to the Licensee in its Fall and Winter brochure for promotional purposes for the Program. The Village shall also post a link on the Parks & Recreation homepage listing the seasonal brochure content with contact information.
3. **Licensee's Responsibilities.** The Licensee shall be responsible for all communications with Program participants, the production and distribution of any and all flyers for the Program and all administration, instruction and instructors for the Program. The Licensee shall not, without the prior written consent of the Village, make any alterations, improvements, or additions to the Facilities, nor shall the Licensee cause any damage to the Village's Facilities.
4. **Payment to the Village.**  
The Licensee shall pay the Village for use of the Village's Facilities for the Program by remitting a payment equal to 10% of the total gross revenue collected from private and group lessons and series programs. Payment for year one: the first installment and documentation is due January 10, 2015 and the second installment and documentation shall be submitted by April 10, 2015. Payment for year two; first installment and documentation is due January 10, 2016 and the second installment and documentation shall be

submitted by April 10, 2016 . If any lessons or leagues are coordinated over the summer months, payment shall be submitted by September 10 of the respective year. The Licensee shall be responsible to collect all fees and shall be responsible for the registration of all participants. Ms. Doten shall provide a detailed written accounting of all fees collected to the Village. The Village shall have the right to examine, inspect and audit the financial records with reasonable notice, during regular business hours to confirm the fees collected by Ms. Doten as provided herein. Ms. Doten shall cooperate fully to accomplish any such audit, and shall provide full access to all relevant materials and to provide copies of same upon request.

5. **Coaches, Instructors, Assistants and Directors.** All coaches, instructors, assistants and directors for the Program shall be employees and/or independent contractors of the Licensee and shall not be considered employees or independent contractors for the Village. The Licensee shall be responsible for the hiring, training, assignment, discipline and dismissal of all coaches, instructors, assistants and directors for the Program. The Licensee shall be solely responsible for their benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expenses.
6. **Amendments and Modifications.** This Agreement may be modified or amended from time-to-time by the authorized representatives of the Village and the authorized representatives of the Licensee, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Village and the authorized representatives of the Licensee.
7. **Indemnification.** Each party to this Agreement agrees to indemnify, defend and hold harmless the other party, their directors, the Village Trustees, officers, employees and agents, for and against all injuries, deaths, losses, damages, claims, suits, liabilities judgments, costs and expenses, including reasonable attorneys' fees, which may in any way accrue against either party for the other party's negligent or wrongful acts or omissions as a consequence of this Agreement.
8. **Covenant Not To Sue.** Subject to paragraph 7 above, the Licensee forever releases and discharges the Village, its directors, officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out of the Licensee's use of the Village's Facilities for the Program. The Licensee covenants not to sue or otherwise bring any action in law or equity against the Village, Village Trustees, its directors, officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the Licensee, its employees, and/or agents may sustain as a result of the use of the Village's Facilities.



10. **Insurance** At its own expense, the Licensee shall name the Village as an additional insured on any and all of its existing general and excess liability insurance policies. The Licensee shall maintain during the duration of this Agreement a general liability insurance policy with a general aggregate limit of at least one million dollars (\$1,000,000). The Village shall remain an additional insured under said policies during the entire term of this Agreement. The Licensee shall provide the Village with a copy of said policies naming the Village as an additional insured within fifteen (15) days after execution of this Agreement.
11. **Duration of this Agreement.** This Agreement shall remain in full force and effect from the date of execution by the parties, as set forth above, for a period of one year.
12. **Termination.** This Agreement may be terminated at any time by either party upon thirty (30) days written notice of the effective date of said termination from the terminating party. Notice of termination shall be governed by the provisions of paragraph 13 below. The Licensee shall receive a pro-rated reimbursement of any fees remitted to the Village if this Agreement is terminated by the Licensee after the Program has commenced pursuant to paragraph 2 above.
13. **Notice** Any Notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provisions of this paragraph:

**Village Manager  
Village of Hinsdale  
19 E. Chicago Avenue  
Hinsdale, IL 60521-3489**

**To the Licensee:  
Mary Doten  
4143 Woodland  
Western Springs, IL 60558**

Mailing of such notice as and when above provided shall be equivalent to personal notice and shall be deemed to have been given at the time of mailing.

14. **Governing Law** This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.
15. **Non-Assignment** This Agreement shall not be assigned by either party without the written consent of the other party.
16. **Binding Authority** The individuals executing this Agreement on behalf of the Licensee and the Village represent that they have the legal power, right and

actual authority to bind their respective parties to the terms and conditions of this Agreement.

- 17. Effective Date** The effective date of this Agreement as reflected above shall be the date that the Village Clerk of the Village attests the signature of the Village Manager.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by duly authorized officers thereof, as of the day and year written above:

**VILLAGE OF HINSDALE**

**LICENSEE**

\_\_\_\_\_  
**Village Manager**


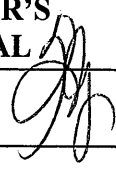
\_\_\_\_\_  
**Mary Doten**

**ATTEST:**

\_\_\_\_\_  
**Clerk of the Village of Hinsdale**

Shared/recreation/contracts/paddletennis2013-14

DATE: May 29, 2014**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> ACA		<b>DEPARTMENT</b> Administration		
<b>ITEM</b> Extension of the Lease with the Hinsdale Human Society for use of the building at 5905 South Count Line Road in KLM Park		<b>APPROVED</b> Darrell Langlois  Assistant Village Manager		
<p>Effective July 1, 2013 the Village and the Hinsdale Human Society entered into a one year lease for the building in KLM Park that used to house the School District #181 Administration offices. Prior to this lease the building had been vacant for a several years. The lease provides for a monthly rent of \$1,227 (\$14,724 annually), with the Village absorbing the cost of most utilities. For the first year of the lease, the cost of the utilities paid by the Village for this building amounted to approximately \$5,600.</p> <p>Attached is a letter from Lori Halligan, Executive Director of the Hinsdale Humane Society, requesting that the lease be extended at the current terms for an additional one-year period. A copy of the current lease is also attached. As there have been no issues surrounding the use of this property, it would be the staff recommendation to renew the lease. If the ACA Committee concurs, a successor lease will be drafted and considered at the Village Board meeting on June 17, 2014.</p> <p>Lori Halligan from the Hinsdale Humane Society will be in attendance at the ACA meeting should there be any questions.</p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				



# Hinsdale Humane Society

22 N. Elm Street  
Hinsdale, Illinois 60521  
630.323.5630  
fax 630.323.6027  
[www.hinsdalehumanesociety.org](http://www.hinsdalehumanesociety.org)

Darrell Langlois  
Assistant Village Manager/Finance Director  
Village of Hinsdale  
19 E. Chicago Ave  
Hinsdale, IL 60521  
Phone: (630) 789-7014  
Fax: (630) 789-3463  
Email: [dlanglois@villageofhinsdale.org](mailto:dlanglois@villageofhinsdale.org)

May 21, 2014

Dear Darrell,

The Hinsdale Humane Society would like to renew the lease agreement with the Village of Hinsdale for the space located at 5905 S County Line Road in the Katherine Legge Park for a period of one year from July 1, 2014 to June 30<sup>th</sup> 2015, with the intention of remaining in this location for another three years. All terms and conditions of the original lease agreement will remain the same.

Please let me know if you have any questions or if you will need me to attend any Village meetings to speak to Village management or Trustees.

Thank You,



Lori Halligan  
Executive Director

CC: Kathleen Gargano

**RESOLUTION NO. R2013-12**

**A RESOLUTION OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS, APPROVING AND AUTHORIZING EXECUTION OF A LEASE FOR THE USE OF OFFICE SPACE AT KATHERINE LEGGE PARK BETWEEN THE VILLAGE OF HINSDALE AND THE HINSDALE HUMANE SOCIETY**

**WHEREAS**, the Village of Hinsdale (the "Village") is the record owner of certain property, commonly known as 5905 S. County Line Road (hereinafter referred to as the "Subject Property"), located within the boundaries of the Village of Hinsdale, DuPage and Cook Counties, Illinois; and

**WHEREAS**, the Hinsdale Humane Society, an Illinois not-for-profit corporation, desires to use the first floor of the two-story structure on the Subject Property for office purposes; and

**WHEREAS**, the Corporate Authorities of the Village desire to allow the Hinsdale Humane Society to use the first floor of the two-story structure on the Subject Property for such purposes on the terms set forth in the lease attached hereto as **Exhibit "A"** and made a part hereof (the "Lease"), and find that it is in the best interest of the Village and the public health, safety and welfare to enter into said Lease.

**NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE, DUPAGE AND COOK COUNTIES, ILLINOIS:**

**SECTION 1:** Each of the recitals in the Whereas paragraphs set forth above is incorporated into Section 1 of this Resolution.

**SECTION 2:** The Lease of the first floor of the two-story structure on the Subject Property at 5905 S. County Line Road to the Hinsdale Humane Society for office purposes, a copy of which is attached hereto as **Exhibit "A"** and made a part hereof, is approved, and the Village President and Village Clerk of the Village of Hinsdale, or their designees, are authorized and directed to execute and deliver said Lease and such other instruments, as may be necessary or convenient to fulfill the Village's obligations under the Lease.

**SECTION 3: Effective Date.** This Resolution shall be in full force and effect from and after its passage and approval.

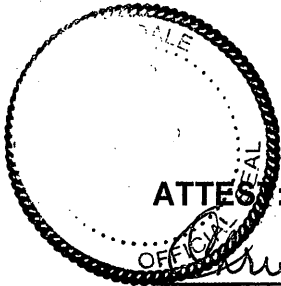
**ADOPTED** this 18th day of June, 2013, pursuant to a roll call vote as follows:

**AYES:** Trustees Elder, Angelo, Haarlow, Hughes, LaPlaca, Saigh

**NAYS:** None

**ABSENT:** NOne

**APPROVED** by me this 18th day of June, 2013, and attested to by the Village Clerk this same day.



**ATTEST:**

Christine M. Burton  
Village Clerk

*[Signature]*  
Village President

**EXHIBIT "A"**

**COPY OF LEASE OF THE FIRST FLOOR OF A TWO-STORY STRUCTURE  
AT 5905 S. COUNTY LINE ROAD BETWEEN  
THE HINSDALE HUMANE SOCIETY AND THE VILLAGE OF HINSDALE,  
DUPAGE AND COOK COUNTIES, ILLINOIS**

**(ATTACHED)**

**LEASE OF OFFICE SPACE AT KATHERINE LEGGE PARK  
BETWEEN THE HINSDALE HUMANE SOCIETY AND THE VILLAGE OF HINSDALE, ILLINOIS**

<b>DATE OF LEASE</b>		<b>TERM OF LEASE</b>	See Below
<b>BEGINNING</b>	<b>ENDING</b>	<b>RENT</b>	
JULY 1, 2013	JUNE 30, 2014, at 11:59 p.m.	\$1,227/month	
<b>LOCATION OF PREMISES:</b> . The Premises consists of the first floor of a two-story building located in Katherine Legge Park, commonly known as 5905 S. County Line Road, Hinsdale, Illinois 60521 (the "Premises"), and legally described in EXHIBIT "1" attached hereto and made a part hereof.			
<b>PURPOSES:</b> Office Space for not-for-profit corporation - Hinsdale Humane Society			

**LESSEE**

Name: Hinsdale Humane Society,  
an Illinois not-for-profit corporation

Address: 22 N. Elm St.  
Hinsdale, IL 60521

Contact: Ms. Lori Turner Halligan  
Executive Director

**LESSOR**

Name: Village of Hinsdale, Illinois,  
an Illinois municipal corporation

Address: 19 E. Chicago Avenue  
Hinsdale, IL 60521

Contact: Mr. Dave Cook  
Village Manager

In consideration of the mutual covenants and agreements herein stated, Lessor leases to Lessee and Lessee leases from Lessor solely for the above "Purposes" designated above the Premises designated above, together with the appurtenances thereto, for the above Term.

1. **RENT:** Lessee shall pay Lessor or Lessor's agent as rent for the use and occupancy of the Premises, fixed rent during the term of this Lease or until terminated, without notice or demand, and without deduction or set-off of any kind, as follows: **One Thousand Two Hundred Twenty Seven Dollars (\$1,227.00)** per month ("Rent") payable to the "Village of Hinsdale," to be delivered to the Village Manager at Lessor's address stated above or such other address as Lessor may designate in writing. Lessee agrees to pay Rent in advance to Lessor on or before the first day of each and every month. The amount of the first month's Rent shall be paid upon the execution of this Lease.

A. **Security Deposit:** Upon the execution of this Lease, Lessee agrees to deposit with Lessor the sum of **One Thousand Dollars (\$1,000.00)** to be held as a Security Deposit to secure the performance of each and every covenant of this Lease. On termination of this Lease and full payment of all amounts due and performance of all of Lessee's covenants and agreements, the Security Deposit shall be returned to Lessee. The Lessor shall be entitled to retain any interest earned on the Security Deposit and is not obligated to pay such accrued interest to the Lessee. The Lessee agrees that no portion of the Security Deposit shall be used by Lessee to pay any portion of the Rent.

B. **Interest On Late Payments:** Each and every installment of Rent and additional amounts herein specified which shall not be paid **WITHIN 10 DAYS OF ITS DUE DATE** shall bear interest at the rate of eighteen percent per (18%) annum from the date when the same is payable under the terms of this Lease until the same shall be paid. Failure to make two consecutive Rent payments shall be considered a default under the terms of this Lease.



- A. **EXTRA FIRE HAZARD:** There shall not be allowed, kept, or used on the Premises any inflammable or explosive liquids or materials, except such liquids or materials as may be necessary for use in the business of the Lessee, and in such case, any such substances shall be delivered and stored in amount, and used, in accordance with the rules of the applicable federal, state, county or local regulations and laws and the regulations of the Board of Underwriters now or hereafter in force.

7. **MAINTENANCE AND REPAIR PRIOR TO RENTAL:** Lessor has, prior to the commencement of the Term, taken the following maintenance and repair actions:

- A. Thorough clean up of Premises;
- B. Repair of laminate cabinetry and other miscellaneous repairs as necessary;
- C. Prepared walls for painting (i.e. repair holes and cracks), and painted in colors selected by Lessee;
- D. Painted woodwork;
- E. Cleaned and repaired carpets and/or replaced carpets as necessary;
- F. Provided new locks and no less than 6 keys;
- G. Installed a lock on front office (southwest corner of building); and
- H. Checked air conditioning, heat, water, electricity and all utilities for proper operation.

8. **CONDITION AND UPKEEP OF PREMISES:** Lessee has examined the maintenance and repair work performed by the Lessor pursuant to Section 7 above, and, by taking possession of the Premises, has acknowledged the satisfactory completion by Lessor of said maintenance and repair work. Lessee has examined and knows the condition of the Premises, has received the Premises in good order and repair, and acknowledges that no representations as to the condition and repair other than those set forth in Section 7 have been made by Lessor, or its agent, prior to or at the execution of this Lease that are not herein expressed. The Lessee is taking possession of the Premises in "AS IS, WHERE IS" condition. Other than those items specified in the previous sentence as the responsibility of Lessor, Lessee, at its own expense, will maintain the Premises, its improvements and any existing appurtenances in good repair and in accordance with all federal, state, county and Village regulations, laws and ordinances applicable thereto, as well as lawful requirements of all competent governmental and village authorities, and keep said improvements from deterioration due to ordinary wear and from falling temporarily out of repair. Lessee, at its cost, will replace all broken glass with glass of the same size and quality as that broken. Lessor, at Lessor's cost, will keep the exterior portions of the Premises, including all sidewalks, driveways, parking lots, landscaping, grass and infrastructure improvements that serve the Premises in good working order and in a clean and healthful condition according to the applicable municipal ordinances during the term of this Lease, and will remove the snow and ice from the sidewalks and driveways located at the Premises. Major maintenance and repairs (defined as maintenance or repairs with costs in excess of \$1,000) of the leased Premises, not due to Lessee's misuse, waste or neglect or that of Lessee's employees, agents or visitors, shall be the responsibilities of the Lessor. Lessor will replace all plumbing fixtures, electrical systems, heating systems and/or air conditioning systems needing major repair with others of equal quality. However, in the event of a major failure of any building system (e.g., heat, A/C, electric, water) that cannot be replaced for less than \$10,000, the Lease may, in the sole discretion of the Village, terminate. In the event of such termination, Lessee shall turn over the Premises to Lessor, in good condition and repair, loss by fire and ordinary wear excepted, and will deliver the keys therefore at the place of payment of said Rent. Lessee is liable for all damage of any kind, death, illness or injury sustained by any person which arises from or is caused by Lessee's business operations or caused by any equipment used by Lessee or its employees, invitees or agents, any buildings used by Lessee or its employees, invitees or agents, any vehicles used by Lessee or its employees, invitees or agents or Lessee's agents, invitees or employees.

- A. **Storage of Garbage, Waste, Etc.:** Lessee agrees to store all waste, scrap, garbage, etc., in enclosed metal or other approved containers and agrees not to permit any non-operating motor vehicles or equipment to be stored on the Premises. Waste containers are to be stored within the building or away from public view at a location on the Premises, as approved by the Village Manager. The waste containers shall be maintained in an orderly and sightly manner. Lessor agrees to pay the cost for waste refuse removal per Section 4 above and to maintain a schedule of pick-ups at least bi-monthly.

9. **LESSEE NOT TO MISUSE, SUBLET; ASSIGNMENT:** Lessee will not permit the Premises to be used for any unlawful purpose, or for any purpose that will injure the reputation of the Lessor or disturb the neighborhood or public, and will not permit the same to remain vacant or unoccupied for more than ten consecutive days (except due to inclement weather); and will not allow any temporary or permanent signs, cards or placards of any kind to be posted (other

any owners or occupants of adjacent or contiguous property, except due to the omission or fault of Lessor or its employees.

**13. ACCESS TO PREMISES:** Lessee will allow Lessor reasonable access to the Premises with prior notice and during normal working hours, provided that such access shall be conducted in a manner as not to unreasonably interfere or disrupt the business activities of Lessee or interfere with Lessee's quiet enjoyment of the Premises, for the purpose of examining or exhibiting the same, or to make any needful repairs, or alterations thereof which Lessor may see fit to make. In emergency situations, no prior notice shall be required, but the Lessor shall endeavor to provide prompt notice to the Lessee of the emergency events that required immediate access to the Premises.

**14. QUIET ENJOYMENT:** So long as Lessee is in possession of the Premises, and is not in default beyond any applicable cure period provided for herein, Lessor agrees that Lessee may peacefully and quietly enjoy the Premises without disturbance or hindrance by any person holding under or claiming through the Lessor.

**15. ACTIVITIES:** The Lessee shall use the Premises only for the purposes stated herein. Lessee shall not use or convert the Premises, or any portion thereof, for any other use.

**16. CONTRACTS AND SERVICE AGREEMENTS:** The Lessee shall not permit any management, service, equipment, supply, maintenance, concession or other agreements relating to the Premises to be binding on the Lessor in the event that this Lease is terminated or at the time of its expiration.

**17. NO LIENS, MORTGAGES OR OTHER ENCUMBRANCES:** The Lessee shall not place or allow any liens, mortgages, security interests, pledges, claims of others, equitable interests, or other encumbrances to attach to or to be filed against title to the Premises. The Lessee shall not use the Lease or its leasehold interest as security or collateral for any financing of any kind nor shall the Premises, Lease or leasehold interest be pledged or collateralized for purposes of securing any debt, loan, note, mortgage or contract. The Lessee shall indemnify and hold harmless the Lessor and its Premises, from any such lien, encumbrance or claim therefor and from any and all cost or expense incurred in connection with any such lien, encumbrance or claim, including, attorneys fees and expenses incurred with removing, settling or contesting such lien, encumbrance or claim.

**18. ABANDONMENT AND RELETTING:** If Lessee shall abandon or vacate the Premises, or if Lessee's right to occupy the Premises is terminated by Lessor by reason of Lessee's breach of any of the covenants herein, the same may be re-let by Lessor for such rent and upon such terms as Lessor may deem fit; and if a sufficient sum shall not thus be realized monthly, after paying the expenses of such re-letting and collecting to satisfy the Rent hereby reserved, Lessee agrees to satisfy and pay all deficiency monthly during the remaining period of this Lease.

**19. HOLDING OVER; REMOVAL OF PERSONAL PROPERTY:** Lessee shall, at the termination of this Lease by lapse of time or otherwise, yield up immediate possession to Lessor, and failing so to do, will pay as liquidated damages, for the whole time such possession is withheld, the sum of **\$250.00 PER DAY FOR THE PERIOD OF TIME OF HOLDOVER to be first deducted from the Security Deposit and then any outstanding balance shall be payable from Lessee.** If such costs exceed the Security Deposit, the Lessor shall have a right of action against Lessee for the balance of such costs; but the provisions of this clause shall not be held as a waiver by Lessor of any right of re-entry as hereinafter set forth; nor shall the receipt of said Rent or any part thereof, or any other act in apparent affirmance of tenancy, operate as a waiver of the right to forfeit this Lease and the term hereby granted for the period still unexpired, for a breach of any of the covenants herein. **The Lessee, at its cost, shall remove all vehicles, equipment, garbage, debris and other personal property from the Premises at the time this Lease expires or terminates.** Failure of Lessee to remove such property shall be a breach of this Lease and Lessor shall have the right to deduct all removal and disposal costs from the Security Deposit and if such costs exceed the Security Deposit then the Lessor shall have a right of action against Lessee for the balance of such costs.

**20. NO RENT DEDUCTION OR SET OFF:** Lessee's covenant to pay Rent is and shall be independent of each and every other covenant of this Lease. Lessee agrees that any claim by Lessee against Lessor shall not be deducted from Rent nor set off against any claim for Rent in any action.

environmental conditions existing on or under the Premises prior to the first day of this Lease and that it shall comply with each of the environmental, indemnification, defense covenants set forth herein.

**28. COUNTERCLAIM:** If Lessor commences any proceedings for non-payment of Rent or other sums due hereunder, Lessee will not interpose any voluntary counterclaim relating to such matters in such proceedings. This shall not, however, be construed as a waiver of Lessee's right to assert such claims in a separate action brought by Lessee. The covenants to pay rent and other amounts hereunder are independent covenants and Lessee shall have no right to hold back, offset or fail to pay any such amounts by reason of default by Lessor or for any other reason whatsoever.

**29. WAIVER OF TRIAL BY JURY AND RIGHTS OF REDEMPTION:** To the extent permitted by law, Lessee waives any and all right to a trial by jury and rights of redemption granted by or under any present or future laws if Lessee is evicted or dispossessed for any cause, or if Lessor obtains possession of the Premises due to Lessee's default under this Lease or otherwise.

**30. CONDEMNATION:** If all or any part of the Premises is condemned, then either Lessor or Lessee may terminate this Lease by giving written notice of termination within thirty days after such condemnation, in which event this Lease shall terminate effective as of the date of such condemnation. Condemnation shall be defined to mean the time when a condemnation or eminent domain proceeding is actually filed in a court of competent jurisdiction. In the event that a portion of the Premises, but not all, is taken by condemnation, the remaining Premises must be reasonably suitable for Lessee, without further modification to the Premises, as determined by the Village Engineer, to continue its usual and customary business activities from the Premises. If not, Lessor or Lessee shall have the right to terminate the Lease. If this Lease so terminates, Rent and any other payments due under this Lease shall be paid through and apportioned as of the filing date of such condemnation lawsuit. If the Lease is not terminated, the Lease shall remain in full force and effect. Subject to the Lessor's exclusive right to receive just compensation for taking of the fee, Lessee may pursue its own claim against the condemning authority for compensatory damages and moving expenses resulting from the condemnation of its leasehold interest. The foregoing right of termination shall not apply with respect to any condemnation for street improvements or widening, or for public utility easements.

**31. TERMINATION OF LEASE WITHOUT CAUSE OR SALE OF PREMISES BY LESSOR:** The Lessor has the right to terminate this Lease without cause upon 30 days prior written notice delivered to Lessee but only in the event the Premises is to be sold by the Lessor for redevelopment. In the event of such a termination, Lessor shall not be liable to Lessee for any damages or costs associated with the Lessee's winding up of its businesses or relocation from the Premises. For the first 30 days of the Lease term, either party may terminate this Lease upon 5 days prior written notice for any reason.

**32. SURRENDER OF PREMISES:** Upon the termination of this Lease, whether by forfeiture, lapse of time or otherwise, or upon the termination of Lessee's right to possession of the Premises, Lessee will at once surrender and deliver up the Premises, together with all improvements thereon, to Lessor in good condition and in good repair, reasonable wear and tear excepted and **Lessee shall have removed all vehicles, equipment, garbage, debris and other personal property from the Premises. The entire Premises shall be returned to Lessor free and clear of all rubbish and debris, and broom clean.** Nothing contained in this Section shall limit the right of Lessor to receive liquidated damages as set forth in Section 18 (Holding Over) of this Lease.

**33. SIGNS:** Lessee shall not place any kind of temporary or permanent signs on the Premises without Lessor's prior written consent, which consent may be withheld in its sole discretion. No political or election signs shall be placed or maintained on the Premises at any time.

**34. MODIFICATIONS TO PREMISES AND STRUCTURES:** Lessee shall not make any replacement, alteration, improvement or addition to or removal from the Premises (hereinafter "alteration"), without prior written consent of Lessor, which consent may be withheld in its sole discretion. In the event Lessee proposes to make any alteration, Lessee shall, prior to commencing such alteration, submit to Lessor for prior written approval: (i) detailed plans and specifications; (ii) including the name, addresses and copies of contracts for all contractors; (iii) all necessary permits evidencing compliance with all applicable governmental rules, regulations and requirements; (iv) certificates of insurance in form and amounts required by Lessor, naming Lessor and any other parties designated by Lessor as additional primary insureds; and (v) all other documents and information as Lessor may reasonably request in connection with such alteration. Neither approval of the plans and specifications nor supervision of the alteration by Lessor shall constitute a

Notwithstanding any language elsewhere in the Lease to the contrary, Rent and other payments hereunder to be paid to Lessor by the Lessee during the term hereof shall continue to be paid as they become due and payable under the terms of this Lease. In the event of termination of this Lease by Lessor, said obligation shall remain due and payable as payments of damages in monthly installments as they would have become due under the terms of this Lease, but for such termination or default. In no event shall Lessor be obligated to pay Lessee any amounts nor shall Lessee be entitled to any credits by reason of the application of such present value formula.

**36. TERMINATION:** The Lessor reserves for itself the power to terminate this Lease at any time, even if the Lessee is not in default thereunder, upon 30 days written notice to the Lessee, but only in the event the Premises is to be sold by the Lessor for redevelopment. Furthermore, the Term of the Lease ends on the date and time listed on Page One above and Lessee shall deliver possession of the Premises at said time or on such earlier date if the Lease is terminated. For the first 30 days of the Lease term, either party may terminate this Lease upon 5 days prior written notice for any reason.

**37. RELATIONSHIP OF PARTIES:** Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other party, as creating the relationship of principal and agent or of partnership, or of joint venture by the parties hereto, and neither the method of computation of Rent nor any other provisions contained in this Lease nor any acts of the parties hereto shall be deemed to create any relationship other than the relationship of Lessor and Lessee.

**38. FINANCIAL RESOURCES:** The Lessee warrants that it has the financial resources at its disposal necessary to undertake, perform and fulfill all of the obligations and duties set forth under this Lease, and to provide the indemnification of the Lessor and its Agents and Affiliates as provided for in this Lease.

**39. NOTICES:** All notices to or demands upon Lessor and Lessee desired or required to be given under any of the provisions hereof, shall be in writing and served by either certified mail, return receipt requested, by nationally-recognized overnight delivery service (such as Federal Express), or by personal delivery at the addresses listed for the parties at page one above or as otherwise directed by the parties in writing.

**40. OTHER CONDITIONS:**

**A. CAPTIONS:** The captions of this Lease are for convenience only and are not to be construed as part of this Lease and shall not be construed as defining, limiting, or construing in any way the scope or intent of the provisions hereof.

**B. COVENANTS BINDING ON SUCCESSORS:** All of the covenants, agreements, conditions and undertakings contained in this Lease shall extend and inure to and be binding upon the heirs, executors, administrators, successors and assigns of the respective parties to this Lease, and wherever in this Lease reference is made to either of the parties hereto, it shall be held to include and apply to, successors and assigns of such party. Nothing herein contained shall be construed to grant or confer upon any person, firm, corporation or governmental authority, other than the parties hereto, their heirs, executors, administrators, successors and assigns, any right, claim or privilege by virtue of any covenant, agreement, condition or undertaking in this Lease contained.

**C. ENTIRE AGREEMENT; AMENDMENTS MUST BE IN WRITING:** This Lease, together with the Exhibits attached thereto (all of which are attached hereto or incorporated herein by this reference), contains the entire agreement and understanding between the parties and supersedes any prior understanding or written or oral agreements between them with respect to the subject matter of this Lease. There are no representations, agreements, arrangements or understandings, oral or written, between and among the parties hereto relating to the subject matter of this Lease that are not fully expressed herein. None of the covenants, terms or conditions of this Lease, to be kept and performed by either party, shall in any manner be altered, waived, modified, changed or abandoned except by a written instrument, duly signed, acknowledged and delivered by the other party.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date of Lease stated above.

LESSOR: VILLAGE OF HINSDALE, ILLINOIS

By: *Jon Auf*  
Village President

Date: June 18, 2013

LESSEE: HINSDALE HUMANE SOCIETY

By: *Tori Halligan*  
Executive Director

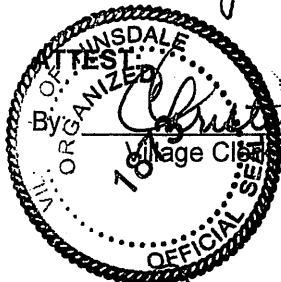
Date: June 17, 2013

ATTEST:

By: \_\_\_\_\_

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

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



By: *Christie M. Burton*  
Village Clerk

Date: June 18, 2013



# CERTIFICATE OF LIABILITY INSURANCE

OP ID: MAK

DATE (MM/DD/YYYY)

06/14/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MAVCO Insurance Agency, Inc. 10 W. Chicago Avenue Hinsdale, IL 60521		630-655-2410 630-654-0081	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: HINSD-1		<b>FAX (A/C, No):</b>
<b>INSURED</b> Hinsdale Humane Society 22 N. Elm Street Hinsdale, IL 60521			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A : Cincinnati Insurance Companies INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		<b>NAIC #</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		EPP0144982	08/26/12	08/26/13	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EPP0144982	08/26/12	08/26/13	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 1,000,000
	DEDUCTIBLE						
	<input checked="" type="checkbox"/> RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N N	N/A	WC211746603 VOLUNTEERS INCLUDED	08/26/12	08/26/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: Katherine Legge Park 5905 S. County Line Road, Hinsdale IL 60521

The following is listed as additional insured as required by contract:

The Village of Hinsdale and its appointed and elected officials, president, trustees, employees, volunteers, attorneys and agents.

**CERTIFICATE HOLDER****CANCELLATION**

Village of Hinsdale 19 E. Chicago Avenue Hinsdale, IL 60521	VLGHINS	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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**EXHIBIT "1"**

Legal Description of Leased Premises at 5905 S. County Line Road, Hinsdale, Illinois

(TO BE ATTACHED)



Kathleen Gargano  
Village Manager of Hinsdale  
And Hinsdale Board of Trustees,

May 26, 2014

Ms. Gargano and the Board of Trustees,

The Hinsdale Humane Society Junior Board, a group of teen volunteers, requests an opportunity to meet before the village board during the June 17<sup>th</sup> meeting to present an idea and answer any questions that may arise as we apply for permission to host a benefit concert for the Hinsdale Humane Society; a nonprofit organization dedicated to the care and adoption of homeless animals.

The goal of this benefit concert is to promote animal compassion, education and awareness of our mission to families of our community.

We request to hold this concert on Saturday September 6, 2014. In case of rain, this event would be held Saturday September 13, 2014. In an attempt to balance fun and safety by shutting down before it gets too dark, it would be held 4:00 PM through 8:00 PM.

The requested venue is in the grassy field neighboring the Hinsdale Humane Society, 22 N Elm Street. We request use of the municipal lot for parking and access to the Hinsdale Youth Center for restrooms. As it is near the hospital, we will be conscious of noise control and considerate of our surroundings by keeping the volume of this concert to a reasonable level.

The concert itself will consist of 3-4 bands, made up of students from surrounding high schools. These bands will play live music during the event in order to promote awareness of the mission of the Hinsdale Humane Society. We hope to invite one or two food vendors such as Tropic Sno, Kona Ice or other similar vendor who will carry a food service permit.

Hinsdale Humane Society staff has spoken with Chief Bloom and others at Hinsdale PD to ask for guidance on planning this event. We request to hire a police officer to provide a safe environment for attendees during the concert. The Hinsdale Humane Society Junior Board would be responsible for crowd control of parking and restroom availability.

Thank you,

Emily Pender and Claire Meyer

Kym Iffert

Hinsdale Humane Society Junior Board

Director of Humane Education  
Humane.ed@hinsdalehumanesociety.org  
(708)302-7347