

**VILLAGE OF HINSDALE**  
**Administration and Community Affairs Committee**  
**Minutes of the Meeting June 2, 2014**

Chairman Hughes called the meeting of the Administration and Community Affairs Committee to order in the Board Room of the Memorial Building on June 2, 2014 at 7:32 PM.

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

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

**Others Present:** Lori Halligan, Hinsdale Humane Society; Ms. Kym Iffert, a representative of the Hinsdale Humane Society Junior Board

**Approval of Minutes – May 5, 2014**

Trustee Elder moved approval of the May 5, 2014 minutes as amended. Trustee Angelo seconded and the motion passed as amended. Chairman Hughes commented on one change to the minutes regarding the Economic Development Director's report

**Monthly Reports**

Chairman Hughes stated that staff monthly reports were available as printed reports, so the discussion will only focus on questions regarding the staff reports.

**Treasurers Report** - Mr. Langlois stated that a couple of items warranted some discussion. Corporate fund summary – some adjustments will need to be made but the report reflects near-final numbers. There will be a potential budget variance in FY 2014-15 regarding department capital in that a fire truck in the amount of \$400,000 was not received until May when this item was expected to be received in April of the prior fiscal year. Water purchased from DWC has normalized indicating the most of the leaks that occurred during the harsh winter had now been found and repaired.

**Parks and Recreation** - Trustee LaPlaca asked Ms. Hassett if recycling is done in the parks. Ms. Hassett stated that some of the bigger parks with athletic field have rolling recycling carts. Ms. Hassett highlighted that the platform tennis debt is down to \$728. Ms. Hassett stated that Countryside wants to reinstate its membership into the Gateway Special Recreation Agency so that a resident that needs special recreations services would be eligible for door to door transportations services.

**Economic Development** - Trustee LaPlaca commented on the Hinsdale Lifestyle marketing campaign. Chairman Hughes asked what the objective was for the campaign. Mr. Scott stated that the advertising is for local and regional awareness. Chairman Hughes stated that he is concerned about the code name and is worried about the stereotypes of the community. Mr. Scott commented on some of the negative thoughts. He explained why the theme is changed each year.

**IT Report** – There were no questions from the Trustees.

**Approval of a Paddle License Agreement with Mary Doten for a Period of Two Years**

Ms. Hassett explained the contract terms that apply to the proposed agreement. Chairman Hughes asked about the duration of the agreement. It is a two year agreement. Trustee Elder moved approval of the request. Trustee LaPlaca seconded and the motion passed unanimously.

**Extension of the Lease with the Hinsdale Humane Society for Use of the Building at 5905 S County Line Road in KLM Park**

Ms. Halligan stated that the building helps with office space and no animals are there. The Trustees were all in favor of the extension. Mr. Langlois noted that based on the consensus a successor lease will be drafted and placed on the Village Board agenda for June 17, 2014.

**Discussion of a Request from the Hinsdale Humane Society Junior Board to Hold a Concert on September 6, 2014 at the Grass Area Near 22 N. Elm Street**

Ms. Hassett explained the request for the concert. The neighbors will be made aware of the event. Ms. Iffert explained that the Hinsdale Humane Society Junior Board would be running the event and this would be a benefit concert. There could be three local bands involved and the teens want to help out in the community. The concert would be held on September 6, 2014 from 4 to 8 pm with a rain date of September 13, 2014.

Trustee LaPlaca had concerns regarding allowing a ticketed event promoting a charity, which is against the past practice of allowing ticketed events in a Village park. Ms Iffert noted this would not be a ticketed event but donations would be solicited. Trustee Elder is concerned about the space with that amount of people and the parking issues. Trustee Angelo was okay with the idea. Chairman Hughes was also okay with the idea because it is adjacent to the Humane Society. There was consensus of the Committee to approve the request.

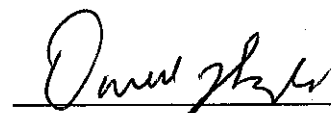
Mr. Langlois stated that there is a \$250 fee for the permit and the fee will not be waived. Ms. Hassett stated that option is not offered.

Mr. Langlois stated that the next scheduled ACA meeting will be July 7, 2014 at 7:30 pm.

**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 8:15 P.M.

Respectfully Submitted:


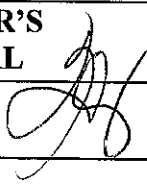


Darrell Langlois

Assistant Village Manager/Director of Finance

DATE: September 4, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>	
<b>SECTION NUMBER</b>	ACA	<b>DEPARTMENT</b>	Administration
Approval of a License Agreement for a Portion of the Right-of-Way at 655 Harding Road		<b>APPROVED</b>	Darrell Langlois  Assistant Village Manager
<p>Attached is a background memorandum prepared by the Village Attorney regarding a request from the resident at 655 Harding Road to be able to use a portion of the undeveloped right-of-way adjacent to their property for an ice skating rink (the ice skating rink would be partly on her property and partly on the right-of-way). In practice the ice skating rink has been erected in this location for several years, and just this past winter the Village expressed concerns about this practice without having a formalized agreement in place. In addition to the ice skating rink there is some landscaping that has been installed on the right-of-way.</p> <p>The owner of the property has provided the required insurance documentation to the Village. Should the Village Board be inclined to allow this use on its right-of-way, the Village Attorney has drafted the attached license agreement that would allow the continuation of this practice for a twenty year period.</p> <p><b>RECOMMENDE MOTION:</b> To Approve the Attached License Agreement for Use of a Portion of Village Right-of-Way for Installation of Landscaping and a Temporary Ice-Skating Rink at Property Adjacent to 655 Harding Road, Hinsdale, Illinois.</p>			
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>			
<b>BOARD ACTION:</b>			



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**MEMORANDUM**

**To:** Kathleen Gargano, Village Manager (via email only)  
**From:** Michael A. Marrs  
**Date:** July 24, 2014  
**Re:** License Agreement – Portion of Right-of-Way at 655 Harding

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Ms. Christie Capalety, who lives at 655 Harding ("Capalety Property"), has, in the past, placed landscaping on a portion of what is the Village's undeveloped 7<sup>th</sup> Street right-of-way adjacent to her Property (the "Village ROW"). During past winters, she has also placed a temporary ice skating rink on the Capalety Property, a portion of which encroaches into the Village ROW.

This past winter, when the Village expressed concerns over the presence of a portion of the temporary ice rink on the Village ROW, Ms. Capalety retained an attorney in an effort to memorialize her use of the Village ROW for the landscaping and ice skating purposes.

It has consistently been our position that because ice skating creates a risk of injury, the Village needed to be protected from any claims made for injuries occurring on the portion of the temporary ice skating rink created by Ms. Capalety that encroaches onto the Village ROW. In other words, because the ice rink creating the risk was, and will be, created and maintained by Ms. Capalety, rather than the Village, she would need to assume the risks associated with its use in order for the Village to allow a portion of it to encroach on the Village ROW.

Ms. Capalety's attorney first provided a proposed lease of the Village ROW. We suggested a license agreement instead, as unlike a lease, a license agreement does not give anyone continuous exclusive rights to use of the Village ROW, and does not create a taxable property interest. From January to April, 2014, we provided Ms. Capalety's attorney with two different release/hold harmless agreements, and two different drafts of a license agreement, in an effort to reach a resolution on the issue of use of the Village ROW.

At long last, her attorney has signed off on the form of the attached License Agreement. The following is a summary of the main terms:

- The Licensed Premises are the portion of the undeveloped 7<sup>th</sup> Street right-of-way directly south of and adjacent to the Capalety Property at 655 Harding;
- The term of the License Agreement is 20 years;
- The License Fee shall be \$10/year, for a total of \$200 payable in full upon execution of the Agreement;
- Ms. Capalety is authorized under the License Agreement to non-exclusive use of the Village ROW for the purposes of installing and maintaining landscaping, and installation of a temporary ice skating rink overlapping onto the Village ROW from her Property during the winter months, for the use and enjoyment of her and her invitees. The temporary ice rink is not open to the general public;
- Conveyance of the Capalety Property during the 20 year term will cause the Agreement to terminate automatically;

- All maintenance of the landscaping or temporary ice rink are the responsibility of Ms. Capalety;
- Ms. Capalety assumes the full risk of any injuries in, on or about the temporary ice skating rink or otherwise arising out of the use by her or her invitees of the Village ROW;
- Ms. Capalety will indemnify, hold harmless and defend the Village from any claims arising out of her use, or the use by her invitees, of the temporary ice rink; and
- Ms. Capalety shall maintain in force at all times during the term of the License Agreement, homeowner's insurance in an amount not less than \$1,000,000 which specifically covers the Village ROW, and names the Village as an additional insured.

An Exhibit showing the Capalety Property and portion of Village ROW that is subject to the License Agreement should be created and attached to the Agreement. Upon review and approval by the Board of Trustees, the License Agreement should be executed and then recorded against title to the Capalety Property.

Feel free to contact me with any questions.

cc: Lance Malina (via email)

**THIS DOCUMENT WAS PREPARED BY  
and AFTER RECORDING RETURN TO:**

Klein Thorpe & Jenkins, Ltd.  
Attn: Michael A. Marrs  
20 North Wacker Drive, Suite 1660  
Chicago, IL 60606

[The above space for recording purposes]

**LICENSE AGREEMENT FOR USE OF A PORTION OF  
VILLAGE RIGHT-OF-WAY FOR INSTALLATION AND MAINTENANCE OF  
LANDSCAPING AND A TEMPORARY ICE-SKATING RINK AT  
PROPERTY ADJACENT TO 655 HARDING ROAD, HINSDALE, ILLINOIS**

This License Agreement ("Agreement") has been entered into between CHRISTY CAPALETY, 655 Harding Road, Hinsdale, Illinois (the "Licensee"), and the VILLAGE OF HINSDALE, 19 E. Chicago Avenue, Hinsdale, Illinois, an Illinois non home-rule municipal corporation (the "Licensor") this \_\_\_\_ day of \_\_\_\_\_, 2014 (the "Effective Date").

**WHEREAS**, Licensee is the legal owner of a parcel of real property in Hinsdale, Illinois, P.I.N. 18-07-301-008, commonly known as 655 Harding Road, Hinsdale, Illinois (Licensee's Property); and

**WHEREAS**, Licensor is the owner of a sixty-six foot (66') wide undeveloped right-of-way that is located within its municipal boundaries and commonly known as 7<sup>th</sup> Street, which runs along the southern side of the Licensee's property; and

**WHEREAS**, the current measurement of the undeveloped area of the 7<sup>th</sup> Street right-of-way directly south of and adjacent to Licensee's property measures sixty-six feet (66'), and includes an approximately one hundred sixty-two foot (162') long strip of undeveloped right-of-way; and

**WHEREAS**, the Licensee desires to obtain, and the Licensor desires to grant, permission to maintain existing landscaping, install and maintain additional landscaping and, during winter, to install and use a temporary ice skating rink that is partially on Licensee's Property and partly in the undeveloped portion of the 7<sup>th</sup> Street right-of-way directly south of the and adjacent to Licensee's property (the "Licensed Premises"), in

the approximate location indicated on the diagram attached hereto as **Exhibit A** and made a part hereof, subject to the terms and conditions set forth below; and

**WHEREAS**, it is hereby acknowledged that the Village does not generally allow encroachments on its public right-of-way, but has authorized Licensee to place a portion of the temporary ice-skating rink on the Licensed Premises subject to Licensee entering into this Agreement; and

**WHEREAS**, in signing this Agreement, Licensee acknowledges that the Village would not allow the use of the Licensed Premises for ice-skating purposes absent Licensee recognizing and assuming the existence of risks as exist with operating such a use; and

**WHEREAS**, the Licensors, in its sole discretion, may decide in the future to utilize its right-of-way, including the Licensed Premises, for any purpose, including but not limited to installation of utilities or other municipal purposes, and the Licensee agrees that in such event Licensors may terminate this License Agreement and the ice skating rink and, if necessary, the landscaping installed by Licensee, shall be removed at Licensee's cost; and

**WHEREAS**, the Licensors, an Illinois non-home rule municipal corporation, has the authority to enter into this License Agreement, and finds that entering into this License Agreement is in the best interests of the Village of Hinsdale, its residents and the public.

**NOW THEREFORE**, in consideration of the mutual covenants expressed herein, Licensors and Licensee agree as follows:

1. **Licensed Premises:** Licensors grants a non-exclusive License to Licensee for use of a portion of the undeveloped 7<sup>th</sup> Street right-of-way directly south of and adjacent to 655 Harding Road, in Hinsdale, Illinois, as generally indicated on **Exhibit A** attached hereto and made a part hereof, for the uses described herein. The approximate size of the Licensed Premises is one hundred sixty-two feet (162') by thirty-three feet (33').
2. **Term:** The term of this License Agreement shall be twenty (20) years, commencing on the Effective Date as set forth at the outset of this License Agreement above. This License Agreement shall terminate upon expiration of the twenty (20) year period, unless terminated earlier by either party. The provisions relating to Risk of Injury, Waiver of Injury Claims, Release from Liability, and Indemnity and Defense shall survive such termination and will continue in full force and effect as they relate to causes or claims that arose during the term of the License Agreement.
3. **License Fee:** The annual fee for the Licensed Premises shall be ten dollars (\$10.00) for the term of the License Agreement, and the Licensee shall pay the total License Fee of two hundred dollars (\$200.00) upon execution of this License Agreement. In the event the Licensors terminates the License Agreement at any time

during the twenty-year term, the Licensor shall reimburse the Licensee the License Fee on a pro rata basis, provided that this License Agreement is terminated by the Licensor for a reason other than Licensee's non-compliance with the terms and provisions of this License Agreement.

**4. Use:** The Licensee may install and maintain landscaping upon the Licensed Premises. Licensee may also, during the winter months, install a temporary ice skating rink that is partially on Licensee's premises and partially on the Licensed Premises, for the sole use and enjoyment of Licensee and Licensee's invitees. No other structures or improvements shall be allowed to be constructed on the Licensed Premises without the express written permission of the Licensor.

**5. Assignment or Transfer:** This License Agreement is personal to Licensee, and Licensee shall not assign or transfer this License Agreement without the express prior written consent of the Corporate Authorities of the Village of Hinsdale, which may be withheld. Should Licensee sell or her property be otherwise conveyed during the term of this License Agreement, this Agreement shall automatically terminate.

**6. Maintenance:** Licensee accepts the Licensed Premises in "As-Is, Where-Is" condition as of the effective date of this License Agreement, and acknowledges that, upon delivery of possession of the Licensed Premises to Licensee, the same was in good order, condition and repair. Licensee shall, at Licensee's sole cost and expense, be responsible for any and all costs of installing and removing (if necessary), landscaping on the Licensed Premises pursuant to this License Agreement, temporary erection and subsequent removal each year of an ice skating rink, all maintenance and upkeep of the landscaping and ice skating rink and Licensed Premises during the term of this License Agreement, and any and all repairs or damage to the Licensed Premises arising from the misuse or damage to same by Licensee, or Licensee's successors, assigns, invitees or the public. Upon termination of this License Agreement by lapse of time or by its termination by Licensor at any time, Licensee shall remove the ice skating rink and take such actions as are necessary to ensure that the Licensed Premises are in good order, condition and repair, normal wear and tear accepted.

**7. Removal:** Licensor reserves the right to enter upon the Licensed Premises for any purpose whatsoever. Should Licensor determine that the License Agreement is no longer in its best interests, the License Agreement will be terminated, upon a 30 day written notice from Licensor to Licensee, and the ice skating rink erected on the Licensed Premises must be removed by Licensee at Licensee's cost.

**8. Governmental Regulations:** Licensee shall comply with all applicable requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Hinsdale Village Code and Zoning Code, with respect to the use of the Licensed Premises.

**9. Risk of Injury:** Licensee assumes the full risk of injuries, including any death, damages, or losses which she or her invitees may sustain in any way in, on or about the

ice-skating rink or arising out of, connected with, or in any way associated with the use of the Licensed Premises by Licensee or her invitees. Licensee agrees to waive and relinquish any and all claims or causes of action of any kind that she or her invitees may have against the Village and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers and agents arising out of, connected with, or in any way associated with the use of the Licensed Premises by Licensee and her invitees.

**10. Indemnity and Defense:** Licensee agrees to indemnify, hold harmless, release and defend the Licensors and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents, from any and all claims or causes of action of any kind, including, but not limited to death, damages, and losses, which Licensee or her invitees may have or which arise out of, or are connected with, or are in any way associated with the use by Licensee or her invitees of the Licensed Premises, except those arising out of the sole legal cause of the Village of Hinsdale, its officials, agents or employees.

**11. Insurance:** Licensee warrants that they shall maintain basic homeowner's insurance coverage, with personal injury and death coverage, in an amount not less than \$1,000,000.00 during the term of this License Agreement, and that such policy shall cover the portion of the right-of-way for which this License Agreement grants Licensee the License.

The insurance coverage of Licensee shall name the Village of Hinsdale and its President and Board of Trustees, officers, appointed and elected officials, employees, volunteers, and agents as primary additional insureds. Licensee shall keep a current certificate of insurance, showing the premium has been paid in full, on file with the Village of Hinsdale at all times during the term of this License Agreement.

The insurance policy required by this Section shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt required, has been given to the Village at: Village of Hinsdale, Attn: Village Manager, 19 E. Chicago Avenue, Hinsdale, Illinois 60521.

**12. Mechanic's Lien:** The Licensee will not suffer or permit any mechanic's lien or other such lien to attach to the Licensed Premises by reason of any work, labor, service or materials performed at or furnished to the Licensed Premises for Licensee. If any such mechanic's or other lien shall at any time be filed, Licensee shall forthwith cause the same to be discharged of record by payment, bond, order of a court of competent jurisdiction, or otherwise, but Licensee shall have the right to contest any and all such liens, provided security deposit satisfactory to Licensors is deposited with Licensors. The Licensee shall save and keep harmless the Licensors and its property from any such lien or claim therefore and from any and all cost or expense incurred in connection with any such lien or claim, including, attorney fees and expenses incurred with removing, settling or contesting such lien or claim.

**13. Complete Defense:** It is expressly understood and agreed by the Parties that this Agreement may be pleaded by the Licensor as a complete defense to, and in bar of, any and all claims or causes of action of any kind brought, maintained or conducted by the Licensee or by a third-party invitee of Licensee in connection with or on account of any of the matters set forth in this Agreement. The parties agree that this Agreement shall be admissible in evidence in any action in which the terms of this Agreement are sought to be enforced.

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

**15. Authority to Bind:** The parties warrant and represent that the execution, delivery of, and performance under this Agreement is pursuant to authority, validly and duly conferred upon the parties and the signatories hereto.

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

**17. Disclaimer Of Relationship:** Nothing contained in this License Agreement, nor any act of the Licensor or Licensee shall be deemed or construed by either of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the Licensor and Licensee.

**18. Binding:** This License Agreement shall be binding upon, apply to and inure to the benefit of, Licensor only.

**19. Recording:** Upon execution, this License Agreement shall be recorded against title to Licensee's property, at Licensee's cost, for the purpose of providing notice to any subsequent purchaser of the terms and conditions of this License Agreement.

**20. Effective Date:** This License Agreement shall become effective upon the date of execution by the last of the representatives of the parties as set forth below.

**IN WITNESS WHEREOF,** the parties hereto have executed this License Agreement.

**VILLAGE OF HINSDALE**

**CHRISTIE CAPALETY**  
**655 Harding Road, Hinsdale, Illinois**

By: \_\_\_\_\_  
Kathleen Gargano  
Village Manager

\_\_\_\_\_  
Christie Capalety

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

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

**ATTEST:**

**ATTEST:**

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

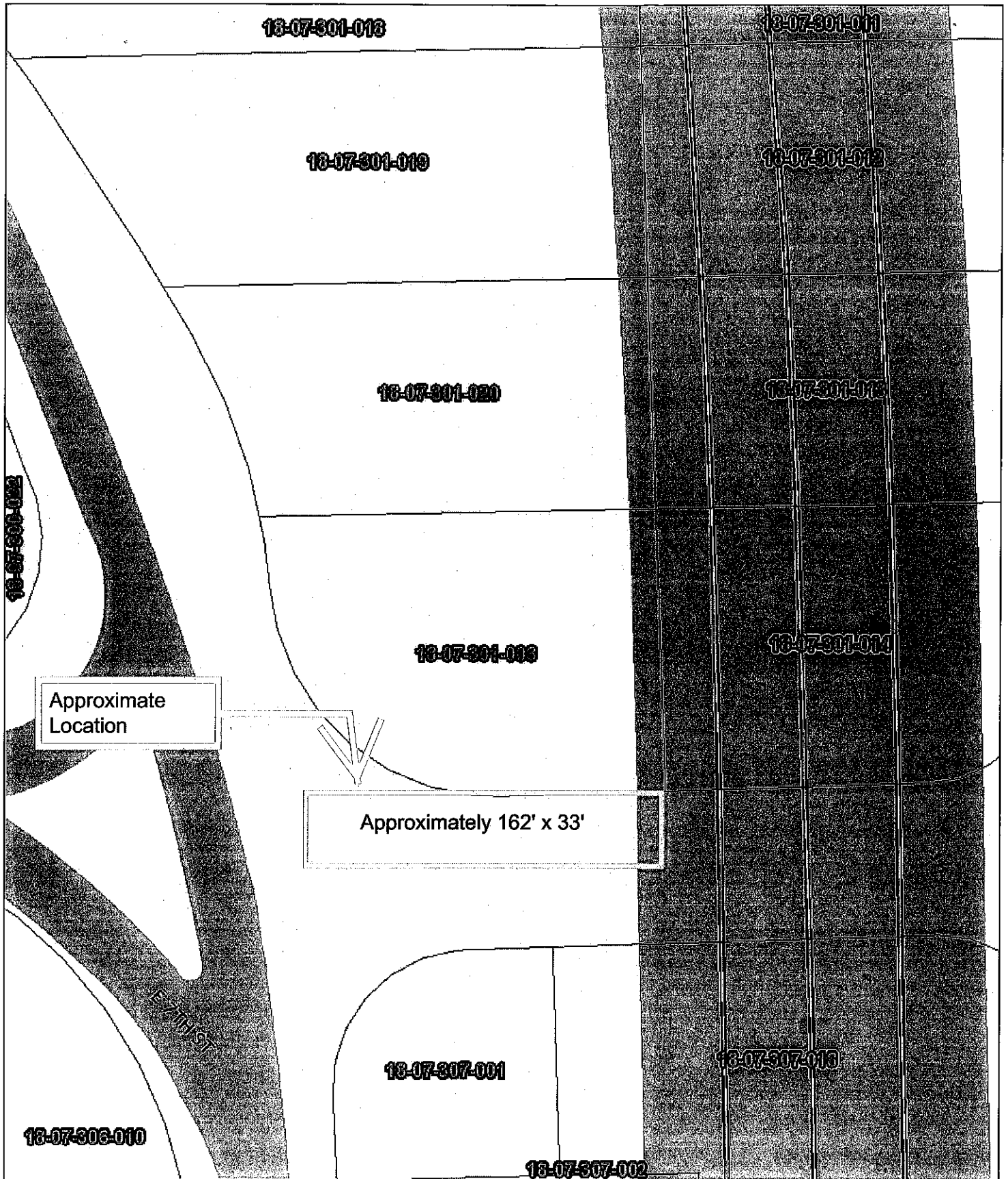
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**EXHIBIT A**

**DIAGRAM OF LICENSED PREMISES**

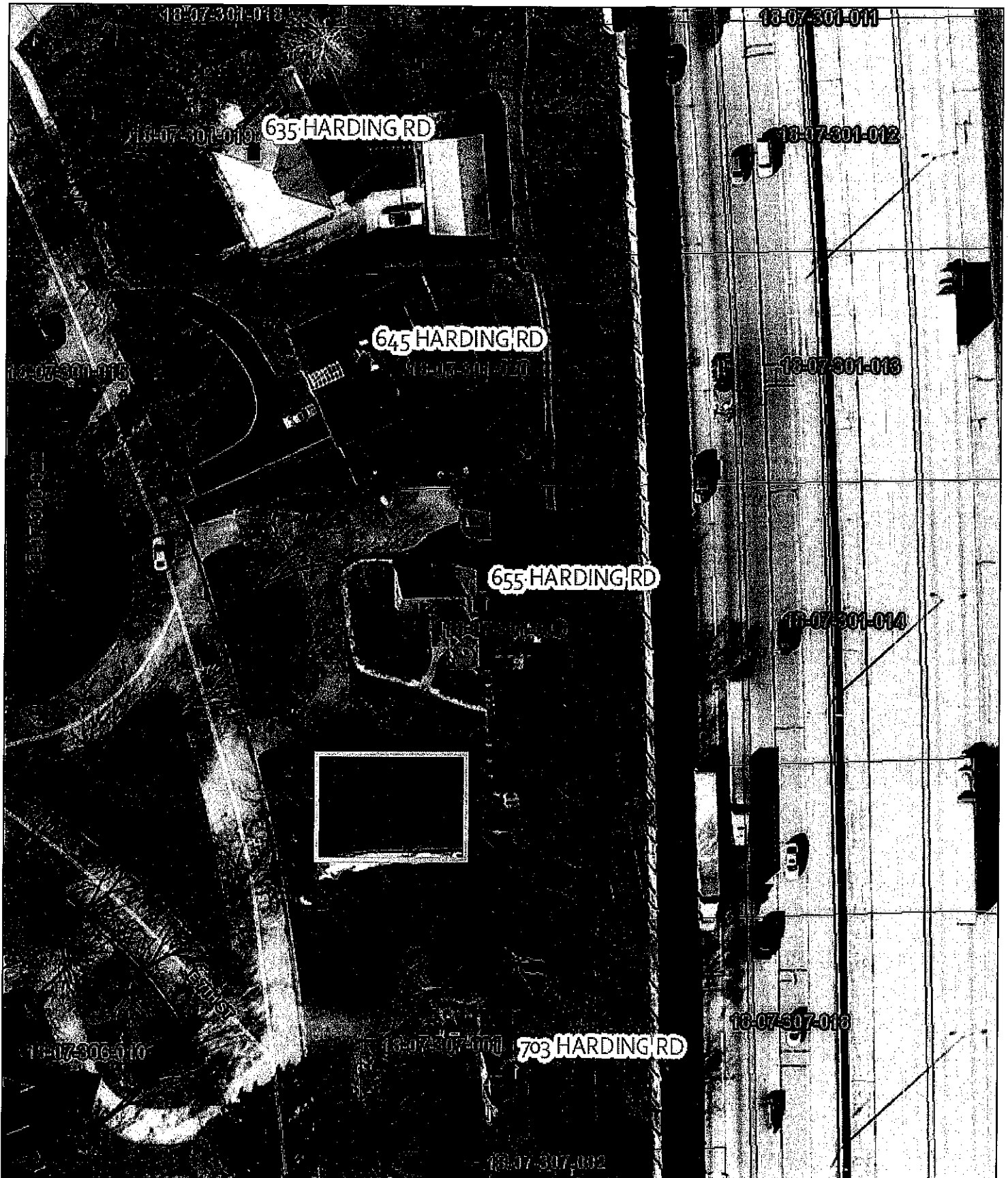
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655 Harding

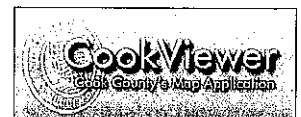


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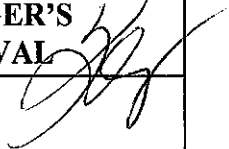
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DATE: September 4, 2014**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>		
<b>SECTION NUMBER</b> ACA		<b>DEPARTMENT</b> Administration		
Discussion of a Request from Whole Foods to Sell Spirits		<b>APPROVED</b> Darrell Langlois  Assistant Village Manager		
<p>Over the last several months Village Staff has had verbal discussions with Whole Foods regarding their interest in selling spirits at their Hinsdale location. Current liquor license regulations do not permit this activity and would require creating a new license classification and approval from ACA. With the rescheduling of the ACA meeting we have been unable to confirm that they are able to attend the meeting on September 11, 2014 but believe they may be in attendance in order to address the Committee on this request. We have also asked for them to provide information in writing in advance of the meeting; should this be received next week we will forward it by email to the Committee as it becomes available.</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>				

DATE: September 4, 2014

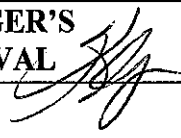
**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> ACA	<b>ORIGINATING</b> <b>DEPARTMENT</b> Administration
Approval to Close South Clay Street from Fourth Street South to the Area Adjacent to St. Isaac Jogues Parking Lot on October 18, 2014	<b>APPROVED</b> Darrell Langlois  Assistant Village Manager

Attached is an email we have received from Michael Woerner which outlines an event being planned at St. Isaac Jogues on October 18, 2014. Most of the issues outlined in his email will be handled at the staff level; however, the requested street closure on South Clay Street would traditionally be approved by the Village Board. We have discussed this event at the staff level and there were no concerns expressed by any staff members.

Should the Village Board be inclined to honor this request, the following motion would be in order:

**RECOMMENDE MOTION:** To Approve the Closure of South Clay Street from Fourth Street South to the Area Adjacent to St. Isaac Jogues Parking Lot on October 18, 2014.

<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b> 
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

## **Darrell Langlois**

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**From:** Michael Woerner <michaelwoerner13@att.net>  
**Sent:** Friday, September 05, 2014 9:12 AM  
**To:** Darrell Langlois

On Saturday, October 18th, 2014; St. Isaac Jogues Church would like to have a festival to celebrate the Feast of St. Isaac Jogues which occurs on Sunday October 19th.

The festival which we have named "Feastival of St. Isaac Jogues". will take place on our church parking lot as well as the grass areas and Clay St. directly in front of the Sanctuary and Parish Center of the church.

The purpose of this email is to both notify the village of this event and to ask the Village of Hinsdale for any permissions or permits we may need.

The event is scheduled to begin at 5:30 PM on October 18th or as soon as our Saturday 4:30 PM Mass has ended, we would like to end the Festival at 11:00 PM.

We will be erecting one or two tents on the Northern end of our parking lot and/or the Northern portion of Clay St. directly in front of the sanctuary building on Clay.

We will be serving catered food, beer, wine, and soft drinks; which we will sell by having attendees purchase tickets to be exchanged for the various food or drinks.

The Festival will also have other activities for both children and adults such as a petting zoo, face painting, cake walk, inflatable jump house: as well as adult games such as bocce ball, bag toss, bingo, and trivia.

There will also most likely be some type of music and large screen television for viewing football games.

We are also having a poster contest for students to create posters about St. Isaac Jogues life, which we hope to be educational and entertaining.

We have received the forms from the village to complete for the needed liquor license, contacted the State of Illinois about permission for a bingo game, contacted the fire department about providing a fire truck for children.

At this time what is needed is permission to close Clay Street for the event. We would need Clay Street closed for the entire day of Saturday, October 18th, 2014; not just for the event but for the entire day for set up and preparation.

Specifically the street closure would only be for the portion of Clay beginning at the corner of Fourth and Clay on the North end of the block, extending South to the Southern edge of our Parish Center. On the West side of Clay we would extend the closure no further than the South entrance to the parking lot. We are not asking for Clay to be closed any further South than just the Northern portion of our own property. At no time would we want to limit access to any private homeowners South of the Parish along Clay St.

If there are any other items that the Village needs that we haven't thought of please let me know,

Thank you,

Michael Woerner  
cell 630-251-6939  
[michaelwoerner13@att.net](mailto:michaelwoerner13@att.net)

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DATE: September 11, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> <b>SECTION NUMBER</b> ACA CONSENT			<b>ORIGINATING</b> <b>DEPARTMENT</b> Administration	
<b>ITEM</b> An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale			<b>APPROVAL</b> Darrell J. Langlois, Asst. Village Manager	
<p>The Village of Hinsdale Administration Department is requesting permission to declare as surplus property miscellaneous computer equipment as detailed on the attached list. We are requesting permission to dispose of the obsolete equipment using Unitec Recycling in Villa Park, Illinois.</p> <p>The equipment listed is either nonfunctioning or out-of-date to the point it can no longer be upgraded to work with current systems. Unitec Recycling ensures that all data is cleaned from the hard drives and will reuse any components possible and dispose of the rest of the components in an environmentally friendly way. A certificate is issued to the Village of Hinsdale releasing us from any liability of the equipment. Unitec Recycling does not charge a fee for the services.</p> <p>Should the Committee concur with this recommendation, the following motion would be appropriate:</p> <p><b>MOTION: To recommend the Village Board approve "An Ordinance Authorizing the Disposal of Personal Property Owned by the Village of Hinsdale".</b></p>				
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S</b> <b>APPROVAL</b>
<b>COMMITTEE ACTION:</b>				
<b>BOARD ACTION:</b>				

**Village of Hinsdale**  
**Ordinance No. \_\_\_\_\_**

**An Ordinance Authorizing the Disposal  
of Personal Property Owned by the Village of Hinsdale**

WHEREAS, in the opinion of at least a simple majority of the corporate authorities of the Village of Hinsdale, it is no longer necessary or useful to or for the best interests of the Village of Hinsdale, to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and Board of Trustees of the Village of Hinsdale to dispose said property using Unitec Recycling in Villa Park, Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF HINSDALE:

Section One: Pursuant to 65 ILCS 5/11-76-4, the President and Board of Trustees of the Village of Hinsdale find that the personal property listed on the form attached (Exhibit A) to this Ordinance and now owned by the Village of Hinsdale, is no longer necessary or useful to the Village of Hinsdale and the best interests of the Village of Hinsdale will be served by its disposal.

Section Two: Pursuant to said 65 ILCS 5/11-76-4, the Village Manager is hereby authorized and directed to dispose of the aforementioned personal property now owned by the Village of Hinsdale using Unitec Recycling in Villa Park, Illinois.

Section Three: The Village Manager is hereby authorized and may direct Unitec Recycling to dispose of the equipment.

Section Four: This Ordinance shall be in force and effect from and after its passage, by a simple majority vote of the corporate authorities, and approval in the manner provided by law.

PASSED

AYES:

NAYS:

ABSENT:

APPROVED

\_\_\_\_\_  
Thomas K. Cauley, Village President

ATTEST:

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

## EXHIBIT A

The following is a listing of obsolete computer equipment to be properly disposed of:

ITEM DESCRIPTION	MODEL NUMBER	SERIAL NUMBER
APC	Back-UPS 650	PB0111122195
APC	Back-UPS RS 1300	JB0714013249
APC	Smart-UPS 1500	AS0420231029
Brother	Intellifax 4100	U60298L5J384375
Cisco	1921	FCZ1547c102
Cisco	1721	jmx0724hone
Cisco	Catalyst Express 500	FOC0935W0KU
Cisco	Catalyst 2950 switch	FHK0613X01J
Cisco	Catalyst 2950 switch	F0C083X144
Cisco	Catalyst 2950 switch	F0C032X1NF
Dell Desktop Computer		CN-OR2034-42940-38Q-030R
Dell Desktop Computer	Optiplex GX520	OT7570
Dell Desktop Computer	OtiPlex 745	OT7570
Dell Desktop Computer	Dimension 4400	BJV8F11
Dell Desktop Computer	Dimension 8380	21MC241
Dell Desktop Computer	Optiplex GX280DHM	9L24081
Dell Desktop Computer	Precision 370-DHM	2X8JZ71
Dell Desktop Computer	Optiplex 745	GVGGVC1
Dell Desktop Computer	Optiplex 745	JVGGVC1
Dell Desktop Computer	Dimension 2400	8K92V31
Dell Desktop Computer	Dimension XPS T500	CF5PU
Dell Desktop Computer	Optiplex 745	B5LC5D1
Dell Desktop Computer	Inspiron	J4k7X21
Dell Desktop Computer	Optiplex 745	FVGGVC1
Dell Laptop	Latitude 131L	72Y70D1
Dell Latitude	D510	CN-ON8719-48643-5C9-1608
Dell Latitude	D510	CN-OH2049-48643-HAD-2019
Dell Monitor		CN-OF816-74261-85U-1TRN
Dell Desktop Computer	Optiplex	150J831
HP	LaserJet P2035N	CNB9X06813
HP Monitor	L1906	CND7391XWN
HP Printer	Deskjet 6988	MY85K2R11X
HP Printer	LaserJet 1020	CNB0312703
HP Server	Proliant ML350	62903036
Lenovo Laptop	T410	R8-4FN5L
	ThinkCentre MT-M6305-	
Lenovo PC	B3V	MJ0185X
Netgear	ProSafe FS116 Switch	23519B5T00DFE
	AG-1980 VHS Desktop	
Panasonic	Editor	A1TC00103

Savin B/W Copy Machine

Shure

SMC

Trip-Lite

Trip-Lite

Trip-Lite

ViewSonic Monitor

ViewSonic Monitor

ViewSonic Monitor

D5M6225P

UC40UA microphone

EX Hub 5616DS

Smart 500 UPS

Smart 500 UPS

SmartPro UPS

VA1948M-LED

VA1948M-LED

VA702b

J8345201621

J4KX21

T191900271

9425ALCSM513900092

9428ALCSM513900092

9425ALCSM513900089

SC8110700918

SC8110700901

PSX053805073

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b> ACA Committee <b>SECTION NUMBER</b>	<b>ORIGINATING</b> <b>DEPARTMENT</b> Parks and Recreation
<b>ITEM</b> Peirce Park Playground Bid #1574	<b>APPROVED</b> Gina Hassett, Director of P&R

**Peirce Park Playground Bid #1574**

The FY 2014/15 budget includes \$150,000 to replace the Peirce Park playground. The existing playground was installed in 1993 and is the oldest playground in the Village. In 2007, a web climber and see-saw toy were installed east of the playground; the web climber will be incorporated into the playground design, and the see-saw toy will be relocated near the new playground.

Design Perspectives Inc. was retained to design and supervise the construction of the Peirce Park playground project. Design Perspectives invited three playground vendors to each submit two designs for playground equipment. At the July 29<sup>th</sup> Parks and Recreation Commission meeting, residents that live near the park were invited to review the site plan designed by Design Perspectives and the six different playground equipment designs from the three playground equipment vendors. The five residents attending the meeting reviewed the site plan and requested that the existing park shelter be demolished as the shelter is outdated, dark, and obstructs the line of sight views that parents use for supervising the children utilizing the park. The residents also asked that the sidewalk that was proposed in the site plan to connect the play areas be removed. At the Commission meeting, Design Perspectives shared sample shelter designs that could be included in the site plan; it was suggested that the cost savings from the changes requested by the residents, along with using mulch rather than a rubber surface beneath the web climber, may cover the cost to include a new park shelter in the design.

Of the six playground equipment designs submitted, the residents and Commissioners unanimously selected the playground equipment design submitted by Cunningham Recreation who represents Game Time Play Equipment. The highlight of the design includes two play structures: one structure for children ages 2-5 and a separate structure for children ages 5-12 that includes a six-bay swing component. Attached are the meeting summary, minutes from the July 29 Commission meeting and the playground equipment plan from Cunningham Recreation.

Before the project was sent out to bid, the site plan was revised to incorporate the discussion at the Parks and Recreation Commission meeting which included the demolition of the existing park shelter, the removal of the sidewalks between the play areas and changing the rubber play surface below the web climber changed to mulch. Attached is an image of the proposed shelter and the final site plan. The updated site plan allows for the play structures to be relocated in order to provide a clear line of sight through the park to the baseball complex.

After the site plan was redesigned, Village staff completed the competitive bid process, with four contractors submitting sealed bids. The low bid was received from Kenneth Company in the amount of \$169,411; including design and project management fees, the total project would be \$177,521, which is \$27,521 over budget. The bid summary is attached; the bid price includes the demolition of the existing park shelter, site grading, and two play structures with swings, landscaping, site amenities, concrete walkways and a new park shelter. The project can be brought within budget by deducting the drinking fountain, colored concrete and the new park shelter. Attached is the bid evaluation prepared by Design Perspectives.



The Parks and Recreation Commission is scheduled to meet on September 9, which is prior to the Administration Community Affairs Committee meeting on September 11. At that meeting, the Commission will review the project costs and evaluate the options in order to formalize a recommendation to the ACA Committee. The most likely alternatives would be Option A, which is to modify the design so that it is within budget, and Option B, which includes the addition of a new park shelter and would be \$17,731 over budget. Staff will follow up with the Committee after the Commission meeting to indicate the recommended course of action.

#### OPTION A

<b>Design Perspectives</b>	
Design & Project Management	\$8,110
<b>Bid Price Kenneth Company</b>	<b>\$169,411</b>
Deduct Color Concrete	(\$2,940)
Deduct Park Shelter	(\$18,615)
Deduct Drinking Fountain	(\$6,850)
<b>Total Contract Price</b>	<b>\$141,006</b>
<b>Total Project Cost</b>	<b>\$149,116</b>
<b>Budget</b>	<b>\$150,000</b>

#### OPTION B

<b>Design Perspectives</b>	
Design & Project Management	\$8,110
<b>Bid Price Kenneth Company</b>	<b>\$169,411</b>
Deduct Color Concrete	(\$2,940)
Deduct Drinking Fountain	(\$6,850)
<b>Total Contract Price</b>	<b>\$159,621</b>
<b>Total Contract Price</b>	<b>\$167,731</b>
<b>Budget</b>	<b>\$150,000</b>
	<b>(\$17,731)</b>

#### Recommended Motion:

**Option A:** To recommend to the Board of Trustees to award Bid #1574 in the amount of \$141,006 to Kenneth Company for the completion of the Peirce Park Playground Replacement Project.

**Option B:** To recommend to the Board of Trustees to award Bid #1574 in the amount of \$159,621 to Kenneth Company for completion of the Peirce Park Playground Replacement Project.

#### STAFF APPROVALS

<b>Parks &amp; Recreation APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b>
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#### COMMITTEE ACTION:

#### BOARD ACTION:

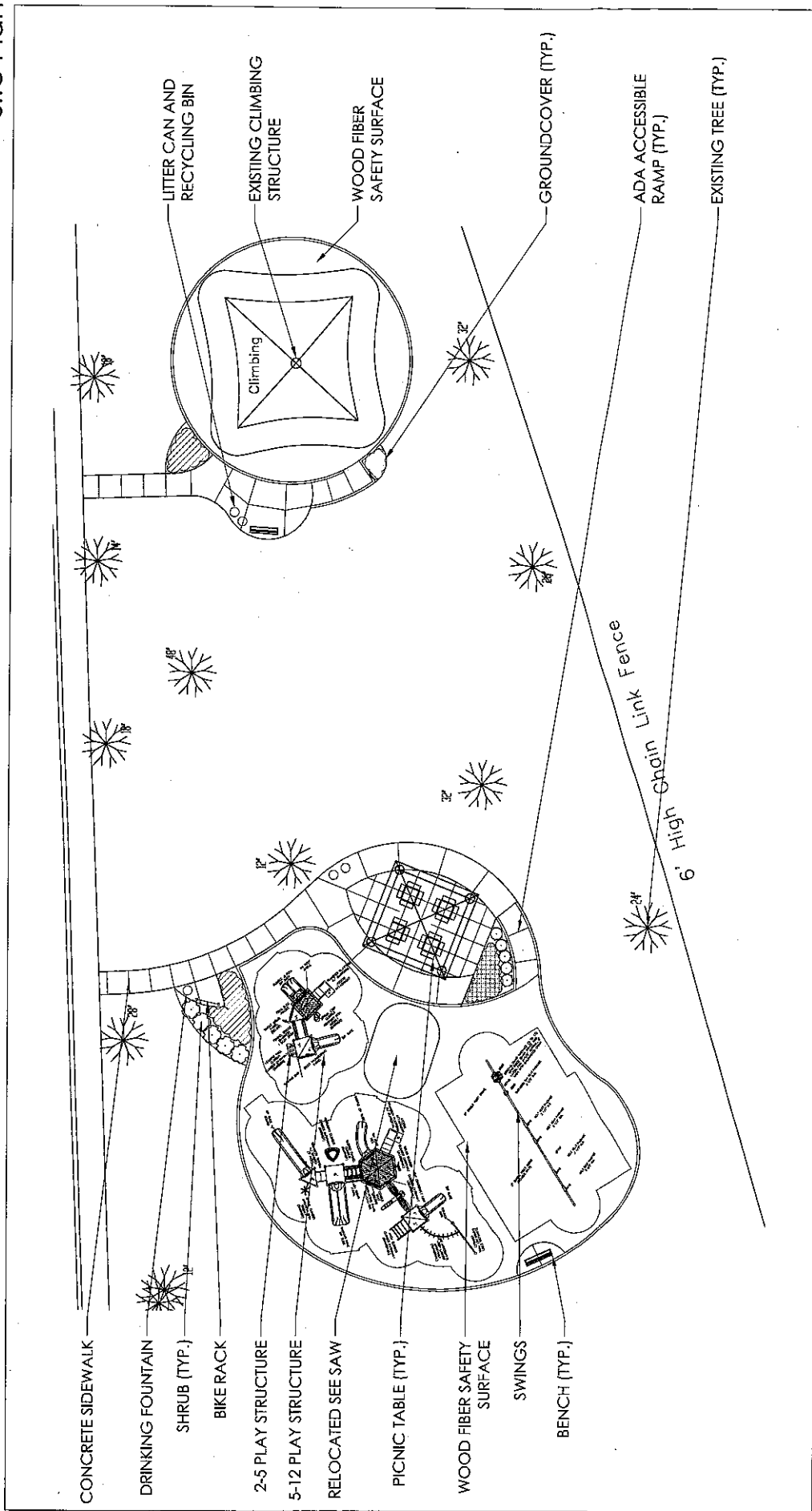


**Peirce Park Project**

Bld Tabulation - 2014 Peirce Park Playground						Elanor Construction		Hacienda Landscaping		The Kenneth Company		Schaeffges Brothers Inc.	
No.	Item	Unit	Quantity	Unit Price	Amount			Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
<b>A. Site Lump Sum</b>													
1.	Site Removals, Grading & Drainage	LS	1	\$26,450.00	\$26,450.00			\$34,200.00	\$34,200.00	\$29,000.00	\$29,000.00	\$65,000.00	\$65,000.00
	<b>Sub - Total</b>				\$26,450.00			<b>\$34,200.00</b>	<b>\$34,200.00</b>	<b>\$29,000.00</b>	<b>\$29,000.00</b>	<b>\$65,000.00</b>	<b>\$65,000.00</b>
<b>B. Building Demo</b>													
1.	Building Demolition & Removals	LS	1	\$9,200.00	\$9,200.00			\$10,640.00	\$10,640.00	\$0.00	\$0.00	\$9,500.00	\$9,500.00
	<b>Sub - Total</b>				\$9,200.00			<b>\$10,640.00</b>	<b>\$10,640.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$9,500.00</b>	<b>\$9,500.00</b>
<b>C. Unit Price Items</b>													
1.	Type 201 Concrete Paving	SF	1,450	\$7.75	\$11,237.50			\$7.00	\$10,150.00	\$7.00	\$10,150.00	\$5.50	\$7,975.00
2.	Type 202 Integral Color Concrete	SF	560	\$12.50	\$7,000.00			\$13.00	\$7,280.00	\$12.25	\$6,860.00	\$6.50	\$3,640.00
3.	Concrete Curb	LF	340	\$28.50	\$9,690.00			\$30.00	\$10,200.00	\$26.00	\$8,840.00	\$45.00	\$15,300.00
4.	Integral Concrete Curb	LF	250	\$12.50	\$3,125.00			\$30.00	\$7,500.00	\$22.00	\$5,500.00	\$25.00	\$6,250.00
5.	Furnish & Install Concrete Footing	EA	4	\$400.00	\$1,600.00			\$1,000.00	\$4,000.00	\$900.00	\$3,600.00	\$950.00	\$3,800.00
6.	Furnish & Install Complete Playground by Gametime	EA	1	\$59,420.50	\$59,420.50			\$62,500.00	\$62,500.00	\$56,000.00	\$56,000.00	\$61,300.00	\$61,300.00
7.	Furnish & Install Playground Age Sign	EA	1	\$1,350.00	\$1,350.00			\$1,350.00	\$1,350.00	\$1,300.00	\$1,300.00	\$1,400.00	\$1,400.00
8.	Furnish & Install Wood Fiber Safety Surface	CY	200	\$35.50	\$7,100.00			\$35.00	\$7,000.00	\$20.00	\$4,000.00	\$75.00	\$15,000.00
9.	Furnish & Install Bench by Wabash Valley	EA	2	\$920.00	\$1,840.00			\$1,000.00	\$2,000.00	\$1,135.00	\$2,270.00	\$1,200.00	\$2,400.00
10.	Furnish & Install Litter Can by Wabash Valley	EA	2	\$890.00	\$1,780.00			\$1,000.00	\$2,000.00	\$1,135.00	\$2,270.00	\$1,200.00	\$2,400.00
11.	Furnish & Install Recycling Bin by Wabash Valley	EA	2	\$1,020.00	\$2,040.00			\$1,200.00	\$2,400.00	\$1,235.00	\$2,470.00	\$1,300.00	\$2,600.00
12.	Furnish & Install Drinking Fountain by Wabash Valley	EA	1	\$6,500.00	\$6,500.00			\$4,500.00	\$4,500.00	\$6,850.00	\$6,850.00	\$4,050.25	\$4,050.25
13.	Furnish & Install Bike Rack by Dumar	EA	1	\$775.00	\$775.00			\$900.00	\$900.00	\$1,000.00	\$1,000.00	\$1,060.00	\$1,060.00
14.	Furnish & Install Park Shelter by ICON	EA	1	\$17,800.00	\$17,800.00			\$18,000.00	\$18,000.00	\$18,615.00	\$18,615.00	\$17,989.00	\$17,989.00
15.	Furnish & Install 4 Seat Picnic Table by Wabash Valley	EA	3	\$1,280.00	\$3,840.00			\$1,380.00	\$4,140.00	\$1,500.00	\$4,500.00	\$1,400.00	\$4,200.00
16.	Furnish & Install ADA Picnic Table by Wabash Valley	EA	1	\$1,180.00	\$1,180.00			\$1,200.00	\$1,200.00	\$1,300.00	\$1,300.00	\$1,300.00	\$1,300.00
17.	Furnish & Install SEED Bluegrass, Rye, Fescue Blend	SF	7,500	\$0.75	\$5,625.00			\$0.80	\$6,000.00	\$0.25	\$1,875.00	\$0.50	\$3,750.00
18.	Furnish & Install Dwarf Pothergilla	EA	5	\$28.00	\$140.00			\$120.00	\$600.00	\$60.00	\$300.00	\$121.00	\$605.00
19.	Furnish & Install Virginia Sweetspire	EA	5	\$32.00	\$160.00			\$200.00	\$1,000.00	\$60.00	\$300.00	\$82.00	\$410.00
20.	Furnish & Install Pardon Me Daylily	EA	76	\$14.00	\$1,064.00			\$19.00	\$1,444.00	\$20.00	\$1,520.00	\$17.00	\$1,292.00
21.	Furnish & Install Purple Leaf Wintercreeper	EA	77	\$3.00	\$231.00			\$5.00	\$462.00	\$8.00	\$616.00	\$2.75	\$211.75
22.	Furnish & Install Prairie Dropseed	EA	11	\$15.00	\$165.00			\$20.00	\$220.00	\$25.00	\$275.00	\$17.00	\$187.00
	<b>Sub - Total</b>				\$143,663.00			<b>\$154,844.00</b>	<b>\$154,844.00</b>	<b>\$140,411.00</b>	<b>\$140,411.00</b>	<b>\$159,120.00</b>	<b>\$159,120.00</b>
<b>PEIRCE PARK PLAYGROUND TOTAL (Base Bid)</b>								<b>\$179,684.00</b>	<b>\$179,684.00</b>	<b>\$169,411.00</b>	<b>\$169,411.00</b>	<b>\$238,620.00</b>	<b>\$238,620.00</b>

# Village of Hinsdale Parks & Rec. Department-Peirce Park

## Site Plan



Prepared for: The  
Village of Hinsdale  
Hinsdale, IL.

**Design Professionals:**  
Village of Hinsdale  
1200 Township Avenue  
Hinsdale, IL 60142  
Phone: (630) 326-1100  
Fax: (630) 326-1100  
www.villageofhinsdale.org

DRAFT

August 2014  
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SCALE 1" = 10'  
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MEMO

To: Gina Hassett, Director  
Village of Hinsdale Parks & Recreation

From: Tod Stanton, President

Date: August 28, 2014

**RE: Bid Evaluation for 2014 Peirce Park Playground Project**

Gina,

We are pleased to prepare this brief memo outlining our thoughts regarding the recent bid opening for this project that was held on Tuesday August 26, 2014 at 10:00 am. A total of four bids were received and opened. The base bids ranged in price from the low of \$169,411.00 to a high of \$233,926.00. The apparent lower bidder was The Kenneth Company of Darien, IL with a base bid of \$169,411.00.

The target construction budget for the project was \$141,890. The scope of work did change from the public meeting that was held at the end of July. This included demolition and removal of the restroom building, capping the utilities and adding in a drinking fountain and a new park shelter. The wide range of costs with the bids is a direct sign as to the state of the economy with some contractors aggressive with the bid numbers while others were not. We have prepared and left behind with village staff detailed bid tabulation for this project that shows the full spectrum of bids line by line.

This contract includes site construction which consists of removals, site grading, storm drainage, concrete curbs, concrete flatwork, playground installation, site furnishings installation and landscaping.

After review of the bid tabulation, The Kenneth Company submitted the lowest bid price. The bids received were all over our targeted budget amount. The first option is to approve the bid as-is with all of the items. The second option is to consider the following suggestions as value engineering alternatives to reduce the contract price to meet the target budget. They include;

Bid Price:	\$169,411.00
Deduct Color Concrete	(\$2,940.00)
Deduct Park Shelter	(\$18,615.00)
Deduct Drinking Fountain	(\$6,850.00)
<b>Total Contract Price:</b>	<b>\$141,006.00</b>

The installation of the park shelter could happen at a later date. The footings are still included in the contract, so minimal construction would need to be done to install it in the future.

The Kenneth Company was the low base bidder and has successful completed park projects with our office as well as other park and recreation agencies. We have generally been pleased with the final completion of their work. Therefore, our recommendation is to award The Kenneth Company the construction contract for **2014 Peirce Park Playground Project** citing that they are the lowest and most responsible bidder for this project. We will schedule the pre-construction meeting once the contract is approved.

Please contact me with any questions.

Tod

## BOARD, COMMISSION, AND COMMITTEE - MEETING SUMMARY FORM

<b>BOARD/COMMISSION/COMMITTEE:</b> Parks & Recreation Commission
<b>DATE OF MEETING:</b> July 29, 2014
<b>NAMES OF MEMBERS AND STAFF:</b>
<b>Members Present:</b> Chairman Banke, Members Keane, Baker, George, Mulligan and Owens.
<b>Members Absent:</b>
<b>Staff Present:</b> Gina Hassett, Director of Parks & Recreation and Linda Copp, Secretary
<b>Agenda Item –</b> The Commission unanimously approved the meeting minutes from May 13, 2014 meeting.
<b>Agenda Item –</b> The Commission reviewed the Administration and Community Affairs (ACA) minutes and the Gateway Special Recreation Association packet. Staff updated the Commission that the City of Countryside has rejoined the Special Recreation Association.
<b>Agenda Item –</b> Monthly reports were given by Gina Hassett.
<b>Agenda Item –Old Business</b> Discussion was held regarding the proposed Adopt-A-Park program. Staff will review the suggestions and bring the changes back to the September meeting.
<b>Agenda Item – New Business</b> Tod Stanton from Design Perspectives was present to review the proposed site plan and playground equipment for Peirce Park. Five residents that live near Pierce Park were present at the meeting. Per the recommendations of the public and Commission, the site plan will be modified.
<b>DATE AND TIME OF NEXT MEETING:</b> September 9, 2014 at 7:00 pm
<b>PERSON PREPARING SUMMARY:</b> Gina Hassett

*This summary is provided as a convenience to the Village Board and staff. **This is not an official record** of proceedings of any Village of Hinsdale Board, Commission or Committee. Official Minutes are recorded and maintained by the Clerks' Office.*

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

Tuesday, July 29, 2014  
Memorial Hall – Memorial Building

Chairman Banke called the meeting of the Park and Recreation Commission to order at 7:01 p.m. at the Memorial Hall board room.

**Members Present:** Chairman Banke, Commissioners Baker, George, Keane, Owens and Mulligan

**Staff Present:** Gina Hassett, Director of Parks and Recreation  
Linda Copp, Secretary

**Others Present:** Tod Stanton, Design Perspectives; Stu Seman, 138 S Quincy, Hinsdale  
Peirce Park residents: Mark Willobee, Merribeth Rhoads, Sean Cahill  
and Rob Tonn

Commissioner Owens moved approval of the May 13, 2014 Park and Recreation Commission meeting minutes. Commissioner Keane seconded and the motion passed unanimously.

**Adopt A Park Discussion**

Mr. Seman, 138 S Quincy, commented on how he has taken care of Stough Park for years. Ms. Hassett commented on the Adopt-A-Park program and that it is a challenge to keep up with the debris in the parks. Ms. Hassett stated that the program has worked well in the villages that have the program. Some of the issues are signage and how much do you let residents do and how do you handle if the resident doesn't live up to the expectations. The program is generally rolled out in the spring in conjunction with earth day.

Ms. Hassett shared the sample sign that would be posted at the parks. It can be residents or a community business. Ms. Hassett stated that Public Relations for the program will be done in the winter brochure. Chairman Banke asked if it would be a pilot program for all the parks. Ms. Hassett stated that all the parks need attention but some of the bigger ones need more than others. Staff will pursue organizations if there isn't a lot of initial interest. Chairman Banke asked if there is a budget for signage. Ms. Hassett stated that there is a small budgeted amount. Ms. Hassett also stated that she will be the liaison person for the project. Commissioner Keane stated that maintenance would also be needed and asked how that would be followed up on.

Commissioner Owens suggested adding a line for suggested improvements to the form. Chairman Banke mentioned having a t-shirt for sponsors might draw interest. Ms. Hassett commented that volunteers can register on-line and the first 50 or so would get the free t-shirt.

Mr. Seman commented on Ehret Park and that a group had created a butterfly garden at the park. The residents that live next to the park maintain the butterfly garden. Mr.

Seman stated that commitment is necessary as to who will maintain the parks. He also commented that monitoring results is important and many things are required besides picking up trash. Mr. Seman suggested streamlining the paperwork to monitor the feedback. Ms. Hassett stated that the expectations of the community are high for the parks and a third party will probably have to be hired to take care of the plant beds.

Commissioner Keane asked about building a gazebo in parks. Ms. Hassett explained the history of Ehret Park and that this would not generally be allowed. There are not enough staff and resources to maintain plantings.

### **Liaison Reports**

Ms. Hassett commented on the ACA minutes from May 5, 2014 that were included for information. There really were no action items on the agenda. Chairman Banke asked about Burns Field vandalism. Ms. Hassett explained that there was spray paint on the building and the vandals have not been caught. Commission Mulligan commented on the increase in revenue at KLM and asked if any of that revenue could be used for maintaining KLM Park.

### **Gateway Special Recreation Association**

Ms. Hassett commented on the report. Countryside has decided to come back into Gateway because they have a resident that would not be able to get the door to door transportation service. The Gateway Committee welcomed them back, but some by-laws have changed to make it more difficult to rejoin.

### **Revenue Expense Report**

Ms. Hassett commented on the report. June is the second month and program revenue has increased since last year, partly due to taking the tennis registrations in-house. Ms. Hassett stated that one of the challenges is that Tom Lockhart did not realize that he would not get paid as soon as expected.

Ms. Hassett stated that expenses for special events were down primarily due to the parade participants being scaled back. Platform tennis memberships will begin to come in August and September. KLM revenue is down overall and weddings are strong but business events are down. Ms. Hassett has asked the lodge staff to help fill in the gap.

### **Recreation Program Report**

Commissioner Baker asked about the repairs at the pool. Ms. Hassett commented that the swim club paid for installation of the starting blocks. The other repairs were tiles that were falling off. Commissioner Mulligan asked about the decline in resident memberships. Ms. Hassett stated that some is weather related, the 10 visit pass sales are high and more competition. Ms. Hassett stated that the super pass loss of revenue cannot be made up.

### **Old Business**

- Ms. Hassett stated that Staff met with Clarendon Hills Park District to ask their board not to offer the friendly rate to Hinsdale residents. That would be detrimental to our pool sales. There was a meeting with Chairman Banke, Ms. Hassett and a few of their board members about shared services. Clarendon Hills will talk to their

board in the fall. The CHPD board members stated that their sales of super passes have declined.

- Ms. Hassett thanked the Commissioners that helped with the parade. The Rotarians do the turtle races each year at the festival.
- The fields are being prepared for football and additional maintenance will be done at Brook and Veeck with rolling of the fields. Some of the parks will have insecticide spraying. Weeds have been a challenge at the parks and some alternatives are being looked at.
- The capital budget includes road resurfacing at Brook Park. The Veeck Park multi-use path has come in over budget and will not be constructed this fall. It is more costly to do when the park has been fully restored. The bid will be rejected at the Board meeting.
- Staff is still looking for a tenant for the former arts center. There has been a water leak in the basement that the Village will need to repair before any tenant can use the space.
- Ms. Hassett stated that the town team went very well this year and the new coach was welcomed. Coach Joe will be returning next year. Our team received 3<sup>rd</sup> place at the conference. Commissioner Owens stated that the coaching staff was hard working and did a fantastic job. There were over 400 swimmers in the conference. Commissioner Owens also stated that A conference is held the same weekend as the regional meet and the swimmers have to choose. She asked if the date could be changed. Ms. Hassett stated that Hinsdale is not well liked in the town team conference and didn't know if the date could change.
- Commissioner Owens asked about the electrical issues at the pool with ComEd. Ms. Hassett stated that she has met and talked to ComEd multiple times. The voltage drops when there is high usage. It is challenging and is being addressed. There is no danger to the pool patrons.
- Chairman Banke commented on the weed growth on the tennis courts at Burns. There needs to be a big focus placed on resurfacing the courts. Ms. Hassett stated that it is not in the capital plan, but they can be power washed to remove the sap from the courts. Tom Lockhart and the high school have never mentioned how bad the surface is. Ms. Hassett stated that the high school has offered to pay for half of the cost of resurfacing.

## **New Business**

### **Peirce Park Playground Review**

Tod Stanton from Design Perspectives presented the plans for the park. He showed where the current playground is and where the new one will be. All trees will be maintained. It will be a wood chip surface with one main structure, with separate units and at least two tot swings. There will be a sitting area with the possibility of another sitting area. The main play area will be smaller but there will be new play features.

The project will be at budget of \$140,000. Mr. Stanton showed the three equipment designs that have been submitted. The three companies were Landscape Structures, Game Time and Little Tikes. Mr. Stanton explained the structures of each one and what some of the differences are. Mr. Stanton explained that the colors can be chosen but blues and tans are the most popular.

The residents asked some questions regarding the pieces and expressed some concerns. Chairman Banke asked why there is such a significant distance between the paths to the equipment. Mr. Stanton stated that the area has to be excavated so there has to be room to dig and then restore.

Ms. Hassett stated that there could be engineering issues if there was a shorter distance and staff does not want to remove trees. One resident stated that he liked the idea of separate play structures, one for tots and one for older kids. Another resident mentioned about how bad the bathrooms are. Ms. Hassett explained that they are not ADA accessible so the cost would be tremendous to replace them.

Ms. Rhoads, 615 E Walnut was concerned about having a concrete loop because of kids with scooters. Ms. Hassett stated that there has to be some cement in order to be ADA accessible. Chairman Owens asked about the concrete loop around Robbins Park and the one proposed in this plan. Ms. Hassett stated that Robbins is not comparable to Peirce. Mr. Stanton mentioned that there could be a rougher system on the concrete to keep scooters off.

Commissioner Mulligan asked the residents if there was anything they would like to see in the park that is not currently there. Residents seemed to like the plan from Game Time but wanted to keep the spider web apparatus. There was discussion about removing the bathrooms at the park since the residents believe they are in bad shape. Ms. Hassett stated that it is very unusual to have a bath room in a park. They are usually port-a-potties.

Mr. Stanton mentioned some of the options for restrooms, including what could be done if they were removed. Commissioner Mulligan asked if any equipment was worth saving. Ms. Hassett stated only the spider web is worth saving.

Mr. Stanton mentioned that lights could be put in for security if the bathrooms were torn down. The residents and Commissioners choose the plan from Game Time as their preferred plan. Commissioner Keane asked what the life span is for the equipment. Mr. Stanton stated that the max is generally 20 years if they are maintained.

Commissioner Mulligan asked if any neighbors would be upset if the bathroom was removed. They all stated that most would be happy if it was gone.

The Commission recommended the proposal from Game Time including demolition of the bath rooms and replaced with a shelter with about 4 picnic tables. Some concrete will be removed on the loop that will allow for more green space.

**Adjournment**

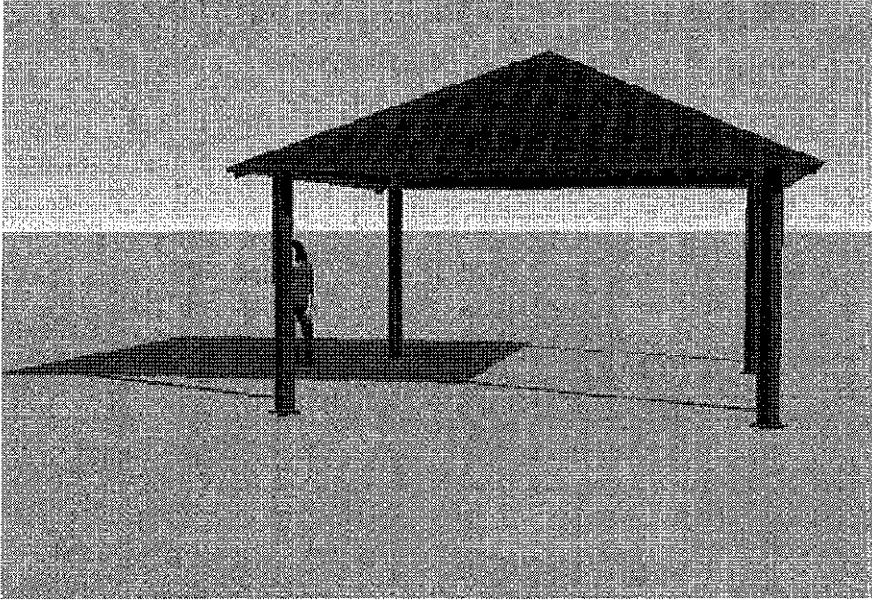
Since there was no further business to come before the Commission, Commissioner George moved to adjourn. Commissioner Owens seconded and the motion passed unanimously. The meeting of the Park and Recreation Commission meeting was declared adjourned at 8:46 p.m.

Respectfully submitted,

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Linda Copp, Secretary

**Rendering of the proposed shelter; 20" square black frame and evergreen roof**




8

# MEMORANDUM

**Date:** September 4, 2014

**To:** Chairman Hughes and ACA Committee

**From:** Darrell Langlois 

**RE:** Impact of IRS Section 125 Employee Contributions on IMRF Pension Earnings

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## Background

The Illinois Municipal Retirement Fund (IMRF) provides pension benefits for all full-time employees of the Village and the Hinsdale Public Library who are not covered by the Police Pension Fund or the Firefighters' Pension Fund as well as certain part-time employees who are regularly scheduled to work over 1,000 hours in a calendar year. IMRF benefit levels are governed by State Statutes. In order to finance the pension program, employees are required to contribute 4.5% of earnings to IMRF, with the Village's contribution being set annually (presently 14.31%) based on an actuarial valuation performed by IMRF.

State statutes and IMRF rules dictate what is considered "earnings" for pension purposes and in most cases IMRF earnings parallel taxable earnings calculations. Since the Village offers an IRS Section 125 Plan in order to allow employees to have their premium contributions and elective deferrals to a health care spending account deducted on a pre-tax basis, under IMRF rules this has the effect of reducing IMRF earnings and ultimately the amount of the employee's pension (based on the highest four earnings years out of the last ten years).

Recognizing the adverse impact on an employee's pension, IMRF rules allow employers the option to pass a resolution to include compensation paid under an Internal Revenue Code Section 125 Plan as earnings for IMRF purposes. To date the Village has not passed this resolution, meaning that an employee's pension earnings and pension benefit is negatively impacted solely by taking advantage of a provision in the tax code. It is important to note that this is not true for participants in the Police and Firefighter's Pension Fund, whose pension is based on their ending salary with no such reduction for reductions for Section 125 contributions being made. Over time as the cost of health care increases (especially the impact on those employees with high deductible HSA plans), this will have an increasing negative impact on the employee's pension benefit.

## 2009 IMRF Audit

In August 2009 IMRF performed a compliance examination of the Village's payroll records. During this examination it was noted that the payroll system had inconsistently calculated the employee and employer contributions as it relates to these various Section 125 deductions. In some cases the code setup had included these deductions in the calculations, while for other codes the deductions have been excluded. These inconsistencies impacted well over 40 employees, which under IMRF rules we had to make corrections for the four years prior, on a payroll-by-payroll basis.

Since the errors were going both ways in the payroll system in regards to the Section 125 deductions, in 2009 I asked the Village Board for clarification as to whether they would like include or exclude the Section 125 deductions in the IMRF calculations so I would know which employees had to be corrected. At this time we were at the height of the recession and were trying to reduce the Village budget. Due primarily to the cost (estimated at that time at \$16,000 per year and at that time we were not taking on new expenditures) the Village Board decided to stay with the base plan, meaning that the Section 125 deductions would reduce IMRF earnings.

## **2014 IMRF Audit**

IMRF randomly audits about 5% of its members on an annual basis, meaning we should be expected to be audited about but once every fifteen years. We were lucky enough to have been randomly selected for another audit at the beginning of the summer. I am pleased to report that we were 100% in compliance with IMRF rules this time, a far better result than in 2009.

### **Consideration of Adopting a Resolution to Include Section 125 Deductions in IMRF Earnings**

Since adopting a resolution was last considered in 2009, there have been some changes in the Village and the IMRF landscape that may warrant re-consideration of this decision. The following highlights some of the decision making points, some of which existed in 2009 and some are new today.


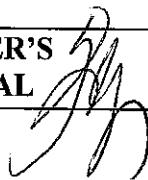
- In order to take advantage of a provision in the tax code an employee has to have his pension reduced. This also benefits the Village by reducing the Village's Social Security and Medicare tax liability. To illustrate the situation, an employee who is in the high deductible HSA plan and has family dental insurance could have up to \$5,800 deducted on pretax basis; for many employees this could reduce their tax liability by over \$2,000. The employee has to decide to save on taxes or take a lower pension, and if they elect to not save on taxes this actually increases the payroll tax liability to the Village.
- Under the current system an employee can actually manipulate the system, possibly to their advantage and at a cost to the Village. As noted earlier, the employee's pension is based on the highest four years of earnings out of the last ten years, which in practice generally is the last four years of employment. An employee with twenty years of work at the Village can elect to have their health expenses deducted on a pre-tax basis for the first sixteen years of employment, then for the last four years can make an election to have the deductions subtracted out on an after tax basis in order to preserve their pension benefit. Under this scenario the cost of the pension is the same whether or not a Section 125 resolution was passed, but the difference is for the same benefit the employee only pays their 4.5% share for four years instead of twenty years. Since the employee cost is fixed by law, this means a much higher cost must be absorbed by the Village.
- Internally there is inequity in that employees covered by the Police Pension Fund and Firefighter's Pension Fund do not have their pension earnings reduced by Section 125 deductions.
- We conducted a telephone poll of sixteen DuPage County municipalities and found that twelve of those surveyed have adopted the Section 125 resolution and four have not. This could potentially have a negative impact in recruiting employees, especially senior management employees who generally have significant tenure in the IMRF system and maximizing this benefit is frequently a consideration in any job change.
- In 2011 there was pension reform for new employees ("Tier 2 employees") to the IMRF system that reduced benefits, increased the years employees have to work, increase the retirement age, and set an earnings limit for the pension calculations (roughly to Social Security earnings limit). Over the long term this will significantly reduce the cost of IMRF pensions, far in excess of the cost of this change.

- Admittedly in 2009 it was very difficult to consider any new expenditures at a time when the Village was laying off employees. Since that time the overall economy and the Village budget has stabilized. Some costs, most notably IMRF, have actually declined. In 2009, the estimated annual IMRF cost was \$800,000. In 2013, IMRF covered approximately \$4.8 million in earnings at a total annual cost to the Village of \$732,000 based on our employer rate of 15.08%. For 2015, our employer contribution rate to IMRF will decrease to 13.06% of payroll, lowering the estimated annual cost to approximately \$650,000. From a cost standpoint, if the Section 125 resolution was adopted, I would estimate the additional cost to the Village and Library would be approximately \$18,000 per year.

If the Committee does not feel the need to reconsider this issue no further action is required. However, if the Committee is inclined to consider adopting a resolution, I will have it prepared for consideration at the next ACA meeting.

DATE: September 4, 2014

**REQUEST FOR BOARD ACTION**

<b>AGENDA</b>		<b>ORIGINATING</b>	
<b>SECTION NUMBER</b> ACA		<b>DEPARTMENT</b> Administration	
Accept and Place on File the Post-Issuance Tax Compliance Report		<b>APPROVED</b> Darrell Langlois  Assistant Village Manager	
<p>In August, 2012 the Village Board adopted a Bond Recordkeeping Policy based on the advice of Chapman and Cutler, Village Bond Counsel. The purpose of the policy is document due diligence practices related to the Village's tax exempt bond issues. As the designated Compliance Officer, on an annual basis I am required to issue a report to the Village Board indicating whether or not the Village is in compliance with various policies. Attached is the report I have prepared indicating that to the best of my knowledge the Village is in compliance with all policies and laws related to all tax exempt bond issues of the Village.</p> <p><b>RECOMMENDE MOTION:</b> To Accept and Place of File the Post-Issuance Tax Compliance Report.</p>			
<b>APPROVAL</b>	<b>APPROVAL</b>	<b>APPROVAL</b>	<b>MANAGER'S APPROVAL</b> 
<b>COMMITTEE ACTION:</b>			
<b>BOARD ACTION:</b>			

STATE OF ILLINOIS       )  
                                      ) SS  
COUNTY OF DUPAGE       )

### POST-ISSUANCE TAX COMPLIANCE REPORT

To: President and Board of Trustees of the Village of Hinsdale, DuPage and Cook Counties, Illinois

Pursuant to my responsibilities as the Compliance Officer as set forth in a Bond Record Keeping Policy (the "*Policy*") adopted by the President and Board of Trustees (the "*Board*") of the Village of Hinsdale, DuPage and Cook Counties, Illinois (the "*Village*"), on the 3<sup>rd</sup> day of September, 2014, I have prepared this report after reviewing the Village's contracts and records to determine whether the Tax Advantaged Obligations (as defined in the Policy), comply with the applicable federal tax requirements. In accordance with the proceedings and agreements under which the Tax Advantaged Obligations were issued, the Village has covenanted generally to take all action necessary to comply with the applicable federal tax rules and regulations relating to the Tax Advantaged Obligations, including covenants necessary to preserve the excludability of interest on the Tax Advantaged Obligations from gross income for federal income taxation purposes. The following sets forth a summary demonstrating the Village's compliance with such covenants and expectations.

(a) *Records.* I have in my possession all of the records required under the Policy.

(b) *Arbitrage Rebate Liability.* I have reviewed the agreements of the Village with respect to each issue of the Tax Advantaged Obligations. At this time, the Village does not have any rebate liability to the U.S. Treasury.

(c) *Contract Review.* I have reviewed copies of all contracts and agreements of the Village, including any leases, with respect to the use of any property owned by the Village and acquired, constructed or otherwise financed or refinanced with the proceeds of the Tax Advantaged Obligations and other records. At this time, each issue of the Tax Advantaged Obligations complies with the federal tax requirements applicable to such issue, including restrictions on private business use, private payments and private loans.

(d) *IRS Examinations or Inquiries.* The Internal Revenue Service (the “IRS”) has not commenced an examination of any issue of the Tax Advantaged Obligations. The IRS has not requested a response to a compliance check, questionnaire or other inquiry.

Based upon the foregoing, I believe that the Village is currently in compliance with the applicable tax law requirements and no further action is necessary at this time. This report will be entered into the records of the Village and made available to all members of the Board at the next regular meeting thereof.

Respectfully submitted this 3<sup>rd</sup> day of September, 2014.

By \_\_\_\_\_  
Compliance Officer