

VILLAGE OF HINSDALE
Monday, November 19, 2012 @ 7:00 PM
Memorial Hall Board Room

 **DRAFT**

Chairman Kluchenek called the meeting of the Park and Recreation Commission to order at 7:02 p.m. at the Memorial Hall board room.

Members Present: Chairman Kluchenek, Commissioners Banke, George, Otto, Owens, and Mulligan

Members Absent: McCarthy and Griffin

Others Present: Trustee Geoga

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

Commissioner Banke moved approval of the September 17, 2012 Park and Recreation Commission meeting minutes. Commissioner Owens seconded and the motion passed unanimously.

Liaison Reports

Ms. Hassett stated that at ACA the platform memberships were discussed. The agreement with Gateway was not approved because of the concerns that the Trustees still have.

Chairman Kluchenek asked for a progress report at the next meeting. Commissioner Owens attended the last meeting.

Monthly Reports

Ms. Hassett commented that the revenues and expenses would be looked at over the beginning of the year. She explained the general interest category. Ms. Hassett stated that Kurt Lindemann has given his resignation and we hope to have it filled after the first of the year.

Ms. Hassett explained about the electrical issue at the platform tennis courts. The power is turned off on 4 of the courts. The item will go to board on Tuesday and if approved the work will start after Thanksgiving. Trustee Geoga stated that it may not get approved because of the agreement with the village to obtain lifetime membership sales. HPTA still owes \$30,000 to the village from the new courts installation.

Ms. Hassett explained the Fall Fest was held inside due to the inclement weather. She explained about the disc golf tournament. The nature based playground equipment will be installed at KLM next week.

Polar Express is full and staff is working to get some volunteers for the event. Commissioner Banke suggested that the high school is looking for opportunity for hours. Ms. Hassett stated that the winter/spring brochure should be printed by next week and delivered on Dec. 10.

The assistant manager for KLM Lodge was hired today. She will work in the evenings or at times when Jennifer is not there.

New Business

Soccer Goal Policy

Ms. Hassett explained the new policy regarding soccer goals. There is a new act that the state has approved and IRMA has drafted the language to support the policy.

Chairman Kluchenek asked for Ms. Hassett to explain who IRMA is. They are the insurance risk pool and give guidelines. The agreement was drafted for Palos Heights and this agreement is similar to that. AYSO does report when the goals need to be restaked. Commissioner Otto asked about recommendations to the AYSO safety director and if Ms. Hassett could walk the fields monthly.

Commissioner Otto asked about the stickers on the goalposts and wondered if something could also hang from the net. Commissioner Otto stated that coaches are supposed to inspect the goals before each game and refs are not to start a game until they are inspected.

Commissioner Mulligan stated that the more education to parents is better communication, especially when there are not games. Chairman Kluchenek asked if this is something that a municipality is supposed to adopt. Ms. Hassett stated that most park districts have adopted the policy and IRMA agencies are using this policy.

Commissioner Mulligan made motion to approve. Commissioner Banke seconded and the motion passed unanimously.

Melin Ice Rink Request

Ms. Hassett stated that this is the 4th year that the families by Melin have made this request. Commissioner Mulligan asked if the rink could be installed the week before the board meeting and be ready to go by the approval. Commissioner Owens moved approval of the request. Commissioner Banke seconded and the motion passed unanimously.

Community Pool Report

Ms. Hassett commented on the report. She stated that Kurt's replacement needs to have pool experience. Revenue was up over the prior year and the 10 visit pass continues to be a good revenue source. Ms. Hassett stated that Clarendon Hills is adding some new amenities for next year.

Ms. Hassett stated that there will be some small start up costs before May 1st. Chairman Kluchenek asked where the private swim clubs were shown. He also asked about the advertising pieces that were used. Ms. Hassett believes that Facebook was a good social media outlet for the pool. Chairman Kluchenek asked if the news media gave anything special besides the advertisement.

Ms. Hassett explained some ad options and social media outlets. The key is the timing and to stay on top of the timing in the magazines. The ads need to be in by April for

publications for June. Chairman Kluchenek asked the Commissioners about their suggestions for marketing. Commissioner Owens suggested marketing the swim teams.

There was discussion of suggestions that could work without giving things away. Ms. Hassett explained the salary range for the position and the years of experience required.

Adjournment

Since there was no further business to come before the Commission, Commissioner Otto moved to adjourn. Commissioner Mulligan seconded and the motion passed unanimously. The meeting of the Park and Recreation Commission meeting was declared adjourned at 7:35 p.m.

Respectfully submitted,

Linda Copp, Secretary

PARK RECREATION REVENUE/EXPENSE SUMMARY

November 2012

FY 12-13 (May 1-April 30)

PRELIMINARY NUMBERS

DEPT. 3101	FY 12-13	FY 12-13	FY 12-13	FY 11-12	FY 11-12	FY 11-12
ADMIN. AND SUPPORT	BUDGET	TO DATE	% of Budget	BUDGET	TO DATE	% of Budget
Personal Services	220,534	126,473	57%	214,952	133,554	62%
Professional Services	0	0		0	0	
Contractual Services	0	0		0	0	
Other Services	6,200	3,651	59%	7,400	4,402	59%
Materials & Supplies	2,800	1,704	61%	3,100	473	15%
Repairs & Maintenance	150	0	0%	650	472	73%
Other Expenses	3,975	2,101	53%	3,075	1,595	52%
Risk Management	44,098	0	0%	45,373	22,624	50%
Total-Operating Expenses	277,757	133,929	48%	274,550	163,120	59%
Capital Outlay	0	0		0	0	0%
Total Expenses	277,757	133,929	48%	274,550	163,120	59%

DEPT. 3301	FY 12-13	FY 12-13	FY 12-13	FY 11-12	FY 11-12	FY 11-12
PARKS MAINTENANCE	BUDGET	TO DATE	% of Budget	BUDGET	TO DATE	% of Budget
Revenues						
Field Fees	25,000	19,977	80%	36,000	11,422	32%
Picnic Fees	7,000	8,640	123%	5,000	3,435	69%
Total Revenues	32,000	28,617		41,000	14,857	
Expenses						
Personal Services	345,935	186,502	54%	389,267	188,413	48%
Contractual Services	114,000	75,149	66%	114,000	97,707	86%
Other Services	2,600	1,225	47%	3,100	1,766	57%
Materials & Supplies	50,650	39,027	77%	59,500	39,726	67%
Repairs & Maintenance	36,500	18,514	51%	34,500	21,940	64%
Other Expenses	1,600	919	57%	1,200	896	75%
Total-Operating Expenses	551,285	321,335	58%	601,567	350,448	58%
Capital Outlay						
Motor Vehicles	35,000	0		0	0	
Land/Grounds	203,800	93,908		83,500	98,588	
Equipment	43,000	34,814		4,500	3,746	
Capital Outlay	281,800	128,722	46%	88,000	102,334	
Total Expenses	833,085	450,058		777,567	452,782	58%

DEPT. 3420	FY 12-13	FY 12-13	FY 12-13	FY 11-12	FY 11-12	FY 11-12
RECREATION SERVICES	BUDGET	TO DATE	% of Budget	BUDGET	TO DATE	% of Budget
Revenues						
Registration & Memberships	290,000	263,231	91%	423,500	212,566	50%
Misc Income	3,500	525	15%	3,500	675	19%
Total Revenues	293,500	263,756	90%	427,000	213,241	50%
Total Expenses						
Personal Services	76,834	54,946	72%	92,672	50,220	54%
Contractual Services	255,745	169,935	66%	278,600	193,977	70%
Other Services	71,200	33,373	47%	74,675	44,404	59%
Materials & Supplies	13,250	9,057	68%	11,950	8,957	75%
Other Expenses	10,900	26,316	241%	8,700	6,345	73%
Repairs & maintenance	7,000	21,094	301%	2,000	2,980	149%
Total Expenses	434,929	314,720	72%	468,597	306,883	65%

PARK RECREATION REVENUE/EXPENSE SUMMARY

November 2012

FY 12-13 (May 1-April 30)

PRELIMINARY NUMBERS

DEPT.34-BY DEPARTMENT RECREATION SERVICES	FY 12-13 BUDGET	FY 12-13 TO DATE	FY 12-13 % of Budget	FY 11-12 BUDGET	FY 11-12 TO DATE	FY 11-12 % of Budget
3421 General Interest						
Revenues	8,500	23,036	271%	7,000	6,064	87%
Expenses						
Personal Services	538	0	0%	0	0	
Contractual Services	5,200	17,036	328%	3,500	5,444	156%
Other Services	0			0	0	
Materials & Supplies	0	130		0	260	
Repairs & Maintenance	0	0	0%	0	0	
Other Expenses	0	0	0%	0	0	
Total Expenses	5,738	17,166	299%	3,500	5,704	163%
3422 Athletics						
Revenues	130,000	106,312	82%	130,000	97,788	75%
Expenses						
Personal Services	1,615	323	20%	6,997	334	5%
Contractual Services	85,000	62,467	73%	85,000	53,958	63%
Other Services	0	0	0%	0	0	
Materials & Supplies	3,700	2,168	59%	2,000	1,847	92%
Other Expenses	0	0	0%	0	0	
Total Expenses	90,315	64,957	72%	93,997	56,139	60%
3423 Cultural Arts						
Revenues	9,000	4,802	53%	8,500	5,736	67%
Expenses						
Personal Services	862	2,250	0%	2,691	646	
Contractual Services	2,500	0	0%	2,500	1,024	41%
Other Services	0	0	0%	0	0	
Materials & Supplies	0	0	0%	0	0	
Other Expenses	0	0	0%	0	0	
Total Expenses	3,362	2,250	67%	5,191	1,670	
3424 Early Childhood						
Revenues	40,000	36,047	90%	42,000	27,210	65%
Expenses						
Personal Services	6,997	11,251	161%	15,071	6,663	44%
Contractual Services	19,200	16,427	86%	21,200	13,228	62%
Other Services	0	0	0%	0	0	
Materials & Supplies	1,550	1,064	69%	2,550	1,149	45%
Other Expenses	0	0	0%	0	0	
Total Expenses	27,747	28,742	104%	38,821	21,040	54%

PARK RECREATION REVENUE/EXPENSE SUMMARY

November 2012

FY 12-13 (May 1-April 30)

PRELIMINARY NUMBERS

DEPT.3420-BY DEPARTMENT RECREATION SERVICES	FY 12-13 BUDGET	FY 12-13 TO DATE	FY 12-13 % of Budget	FY 11-12 BUDGET	FY 11-12 TO DATE	FY 11-12 % of Budget
3425 Fitness						
Revenues	36,000	20,529	57%	30,000	23,246	77%
Expenses						
Personal Services	0	0	0%	0	0	
Contractual Services	11,500	4,153	36%	13,000	4,965	38%
Other Services	0	0	0%	0	0	
Materials & Supplies	0	0	0%	0	0	
Other Expenses	0	0	0%	0	0	
Total Expenses	11,500	4,153	36%	13,000	4,965	38%
3426 Paddle Tennis						
Revenues						
Memberships	42,000	35,049	83%	60,000	33,053	55%
Lifetime and donations	0	0		125,000	140,050	
	42,000	35,049	83%	185,000	173,103	94%
Expenses						
Personal Services	0		0%	0	0	
Contractual Services	11,750	3,773	32%	25,500	5,439	21%
Other Services	4,000	1,522	38%	3,775	2,144	57%
Materials & Supplies	100	0	0%	500	67	13%
Repairs and Maintenance	7,000	21,094	301%	2,000	2,980	149%
Other Expenses	200	0	0%	200	50	25%
Total Expenses	23,050	26,389	114%	31,975	10,680	33%
Capital Outlay						
Courts project	0	0		125,000	188,209	
Resurfacing/skirting	0	0		16,000	0.00	
Total Expenses	23,050	26,389	114%	172,975	198,889	115%
3427 Special Events						
Revenues	21,000	20,289	97%	21,000	19,469	93%
Expenses						
Personal Services	2,153	302		2,153	734	
Contractual Services	33,400	22,876	68%	35,200	25,047	71%
Other Services	3,700	1,912	52%	3,500	2,106	60%
Materials & Supplies	5,300	5,089	96%	5,400	4,118	76%
Other Expenses	0	0		0	5	
Total Expenses	44,553	30,179	68%	46,253	32,010	69%
3428 General Rec Administration						
Expenses						
Personal Services	64,669	40,820	63%	65,760	41,844	64%
Contractual Services	87,195	43,203	50%	92,700	84,870	92%
Other Services	63,500	29,940	47%	67,400	40,155	60%
Materials & Supplies	2,600	606	23%	1,500	1,516	101%
Other Expenses	10,700	5,221	49%	8,500	6,290	74%
Total Expenses	228,664	119,790	52%	235,860	174,674	74%
Capital Outlay						
Total Expenses	281,800	128,722	46%	88,000	102,334	

PARK RECREATION REVENUE/EXPENSE SUMMARY

November 2012

FY 12-13 (May 1-April 30)

PRELIMINARY NUMBERS

DEPT. 3724	FY 12-13	FY 12-13	FY 12-13	FY 11-12	FY 11-12	FY 11-12
KLM LODGE	BUDGET	TO DATE	% of Budget	BUDGET	TO DATE	% of Budget
Revenues						
KLM Lodge Revenue	145,000	89,911	62%	160,000	99,315	62%
Caterer's Licenses	15,000	12,080	81%	16,000	13,000	81%
Total Revenues	160,000	101,991	64%	176,000	112,315	64%
Expenses						
Personal Services	56,662	36,233	64%	57,589	38,228	66%
Contractual Services	22,100	13,937	63%	21,000	15,166	72%
Other Services	39,500	20,810	53%	35,700	26,171	73%
Materials & Supplies	12,400	3,275	26%	12,200	4,560	37%
Repairs & Maintenance	10,500	7,612	72%	16,500	6,535	40%
Other Expenses	1,000	563	56%	600	464	77%
Total-Operating Expenses	142,162	82,430	58%	143,589	91,124	63%
Capital Outlay	20,000	1,815	-	177,000	180,641	-
Total Expenses	162,162	84,245	52%	320,589	271,766	85%
DEPT. 3951	FY 12-13	FY 12-13	FY 12-13	FY 11-12	FY 11-12	FY 11-12
SWIMMING POOL	BUDGET	TO DATE	% of Budget	BUDGET	TO DATE	% of Budget
Revenues						
Pool Resident Pass	190,000	155,192	82%	179,740	173,364	96%
Non-Resident Pass	14,000	14,972	107%	13,765	11,855	86%
Pool Daily Fee	75,000	67,929	91%	75,000	70,328	94%
Pool Lockers	100	93	93%	300	114	38%
Pool Concession	7,500	7,350	98%	7,000	3,675	53%
Pool Class-Reg -Resident	29,500	26,575	90%	29,800	28,412	95%
Pool Class-Reg Non-Resident	5,000	3,555	71%	3,500	4,563	130%
Private Lessons	10,500	7,264	69%	10,500	9,253	88%
Misc. Revenue (Rentals)	12,000	11,460	96%	12,000	10,840	90%
Town Team	25,200	19,001	75%	25,200	22,403	89%
10-Visit Pass	17,000	22,085	0%	0	15,478	
Total Revenues	385,800	335,476	87%	356,805	350,285	98%
Expenses						
Personal Services	161,475	154,722	96%	172,240	153,604	89%
Contractual Services	30,100	17,819	59%	30,325	20,590	68%
Other Services	45,800	28,089	61%	51,500	31,028	60%
Materials & Supplies	38,975	28,147	72%	39,375	28,350	72%
Repairs & Maintenance	16,350	15,366	94%	20,350	9,935	49%
Other Expenses	10,600	1,466	14%	10,600	5,178	49%
Risk Management	0	0		0	0	
Total-Operating Expenses	303,300	245,609	81%	324,390	248,686	77%
Capital Outlay	119,000	72,059	61%	60,850	45,697	
Total Expenses	422,300	317,667	75%	385,240	294,383	76%
	FY 12-13	FY 12-13	FY 12-13	FY 11-12	FY 11-12	FY 11-12
	BUDGET	TO DATE	% of Budget	BUDGET	TO DATE	% of Budget
Capital Expenses	400,800	202,596	51%	148,850	148,031	99%
Operating Expenses	1,709,433	1,098,023	64%	1,812,693	1,160,261	64%
Total Expenses	2,224,428	1,300,619	58%	2,224,428	1,308,292	59%
Total Revenues	921,100	712,148	77%	921,100	690,697	75%
Revenue Offset Difference	(1,303,328)	(588,471)		(1,303,328)	(617,595)	

MEMORANDUM

To: Chairmen Kluchenek and Members of the Parks & Recreation Commission
FROM: Gina Hassett, Director of Parks and Recreation
DATE: December 12, 2012
SUBJECT: December Parks & Recreation Report

The following is a summary of activities completed by the Parks and Recreation Department during the month of December 2012.

RECREATION SERVICES

- We received a large number of applications for the Recreation Supervisors position and will interview in January.
- Installation of the nature based equipment at the KLM playground is underway. One piece has not arrived. If the weather holds the final piece will be installed upon arrival. A grading plan for the lacrosse field has been drawn that keeps the project out of flood plane and will create little haul off. Staff is working to find out what permits will be required from the county. The Village of Burr Ridge has requested additional drainage. Staff is working with Engineering to see if a compromise can be established.
- Polar Express and Breakfast with Santa were held the second week of the month. The events were well received. Staff is considering not having a lottery for the Polar Express but rather a registration day. We would make some spots available for in-person and others on line. Each year there continues to be a lot of confusion with the lottery process.
- There are a number of holiday camps and programs scheduled for the winter break. Winter programs will get started in mid January which includes the Men's basketball league.
- The winter program brochure was delivered to Hinsdale homes on Monday, December 10th. Registration is underway.
- As the temperatures drops, Village crews will monitor the conditions and prepare to make ice at Burns Field. We are considering the option to put a rink on the tennis courts which would allow us to have ice sooner but there would not be lights.
- Staff will be working with Public Services to go out to bid for the landscaping/mowing contract. The three year contract with Classic Landscape expires in March 2013.
- Staff will be attending the Illinois Parks & Recreation Association conference in January which is held in Chicago. The conference offers staff to retain certifications and keep up to date on issues related to the field.

Katherine Legge Memorial Lodge

A part-time Assistant Manager has been hired to work at the Lodge. We anticipate the Assistant Manager will be working hours currently worked by Lodge Event Staff. The position will create cohesiveness for clients and allow the Manager to get out more to meet with potential clients.

A virtual tour was taken of the Lodge. It is in draft form and staff will share with you before it goes live. It will be a great addition to our web site. We are working with IT to create a separate web page for the Lodge. The virtual tour includes still photos which are being used to update our brochures.

EXPENSE	November				2012-13 Annual Budget	FY 12-13 % of budget	2011-12 Annual Budget	FY 11-12 % of budget
	Prior	Current	Prior	Current				
	Year	Year	Year	Year				
	\$10,910	\$9,071	\$84,530	\$80,154	\$142,162	56%	\$143,589	59%
REVENUES	November				2012-13 Annual Budget	FY 12-13 % of budget	2011-12 Annual Budget	FY 11-12 % of budget
	Prior	Current	Prior	Current				
	Year	Year	Year	Year				
KLM Lodge Rental	\$8,256	\$11,611	\$90,462	\$89,911	\$145,000	62%	\$160,000	57%
Caterer's Licenses	\$900	\$300	\$13,000	\$12,080	\$15,000	81%	\$16,000	81%

2012-13 Rental Summary

as of 11/28/12	Business Mtg	Memorial Service	Rec Program	School Dist	Social Event	Village Meeting	Village Event	Wedding	Total	2011-12 Revenue	2012-13 Revenue	Dollar Change	Booked 2013-14 Rentals
May	2	1			2	6		4	15	8,561	8,801	240	5,875
June	1			1	2	1		6	11	11,156	10,745	(411)	9,110
July	1	2	5		5			3	16	13,559	9,786	(3,773)	7,062
August	1	1			4			6	12	17,759	18,880	1,121	4,300
September	2			1	6			4	13	14,823	14,499	(324)	7,975
October	2		19		2			7	34	16,347	13,485	(2,862)	9,850
November	2	2	19		10			1	34	8,256	11,612	3,356	6,535
December	1	1	10		9	2	1	1	25	8,853	7,402	(1,451)	0
January			16	1	1				18	4,489	1,016	(3,473)	0
February	1		21					3	25	2,301	5,600	3,299	0
March			17	1	2			1	21	2,506	3,224	718	0
April			21				1	1	23	2,384	1,300	(1,084)	0
Total	13	7	128	4	43	9	2	37	247	110,994	106,350	(4,644)	50,707

2013 KLM Bookings

as of 11/28/12

	Business Mtg	Memorial Service	Rec Program	School Dist	Social Event	Village Mtg	Village Spec Event	Wedding	Total	Projected Revenue
January			16					0	16	\$1,016
February			21					3	24	\$5,600
March			17	1	1			1	20	\$3,224
April			21					1	22	\$1,300
May			17					1	18	\$5,875
June			17	1	1			4	23	\$9,110
July						2		3	5	\$7,062
August						1		3	4	\$7,975
September				1	1		1	3	6	\$9,850
October				1				2	3	\$6,535
November									0	
December									0	
Total	2	0	109	4	6	0	1	21	141	\$57,547

Platform Tennis

The repairs to the KLM platform lights were completed on Monday, December 3rd.

Memberships for outstanding league players are continuing to come in. HPTA has collected several more lifetime members to help pay down their debt balance. We received the first payment from Ms. Doten for lessons.

Paddle Membership Summary

Platform Membership 10-31-12	Fees	2012 New Members	2012 Re-newal Members	2012 Total Members	Revenue	Change in Members from 2011	2011 New Members	2011 Re-newal Members	Total	2011 Revenue	2010 Fees	Members no fees posted	Rev. lost due to lifetime	2010 New Members	2010 Re-newal Members	Total	2010 Revenue
Resident Individual	\$120	19	53	72	\$8,400	-10	27	55	82	\$9,260	\$120	6	\$720.00	24	78	102	\$12,239
Resident Family	\$175	16	21	37	\$6,630	6	9	22	31	\$4,980	\$175	6	\$1,050.00	12	46	58	\$9,975
Resident Family Secondary	\$0	28	62	90	\$0	-2	32	60	92	\$0	\$0			52	140	192	\$0
Non-Resident Individual	\$289	20	40	60	\$17,051	17	21	22	43	\$10,917	\$289	3	\$867.00	9	38	47	\$13,439
Non-Resident Family	\$345	3	10	13	\$4,485	-2	5	10	15	\$3,875	\$345	6	\$2,070.00	3	15	18	\$6,210
Non-Resident Secondary	\$0	11	24	35		-13	22	26	48	\$0	\$0			16	43	59	\$0
Lifetime	\$0	15	320	335		-20	64	291	355	\$0	\$0			6	147	153	\$0
Total		112	530	642	\$36,566	\$7,534	180	488	668	\$29,032		21	\$4,707.00	122	507	629	\$41,863
		97					116										


*fees for 2012, 2011 and 2010 were the same!

The 2011 numbers include one time memberships, the revenue was posted to new court fund.

**Village of Hinsdale
Parks and Recreation**

Memo

To: Chairmen Kluchenek & Members of the Parks & Recreation Commission
From: Gina Hassett, Director of Parks & Recreation
Date: 12/14/2012
Re: Changes to the Gateway Articles of Agreement



The Gateway Special Recreation Association Board voted to amend the Fourth Articles of Agreement. The changes are highlighted on the Fifth Amended Articles of Agreement.

One of the changes was to remove the City of Countryside from the Articles. The Village of Countryside withdrew and was removed from the list of participating agencies.

The other change is to modify the date that an agency would notify the Association that they want to withdraw from Gateway. Previously the withdraw date was April 1, the change is to July 1st with a 15 month commitment period. The change of date provides communities time to review the budget and agency contributions prior to the withdraw deadline date.

The Fifth Articles of Agreement must be voted on by the governing Boards of the agencies. The changes are effective when 5 of the eight agencies accept the articles of agreement.

Staff recommends that the Commission vote to accept the changes and recommend that ACA Committee approve the Fifth Amended Articles of Agreement of the Gateway Special Recreation Agency.

12. Withdrawal from Agreement.

- a. Voluntary Withdrawal. Notwithstanding anything to the contrary, any Member may voluntarily withdraw from this Agreement by so notifying the Board of its decision in writing by no later than ~~April~~ July 1st and in such event, said voluntary withdrawal shall be effective as of midnight on ~~June~~ August 31st of the of the following fiscal year (15 months from withdrawal deadline date). The Member shall pay two months of annual contributions prorated on the final year of participation. Any and all liability and privileges of the withdrawing Member shall cease as of the Withdrawal Date, except for liabilities incurred by Gateway SRA and not fully repaid prior to the Withdrawal Date. The withdrawn Member shall continue to be liable for its share of Gateway's liabilities as if still a Member, until such time as those liabilities are settled or otherwise abated.

*the strikethrough is the language being removed and the underline reflects the new language.

FIFTH AMENDED ARTICLES OF AGREEMENT

These Fifth Amended Articles of Agreement (hereinafter the "Agreement") dated as of _____, 2012 are entered into by and between certain duly organized and operating park districts and municipalities under the provisions of Acts of the General Assembly of the State of Illinois, including the Park District Code, Illinois Municipal Code, the Illinois Constitution and the Illinois Intergovernmental Cooperation Act, respectively, which provisions allow intergovernmental agency cooperation for the purpose of providing joint recreational programs for persons with mental and physical disabilities.

WITNESSETH:

WHEREAS, the public agencies which are parties to this Agreement ("Members") desire to provide recreational programs for persons within their communities with mental and physical disabilities and to share the expenses of such programs on a cooperative basis; and

WHEREAS, the Fifth Amended Articles of Agreement amends and supersedes all prior Articles of Agreement, including the original Articles of Agreement dated September 1, 1989 and the First, Second, Third and fourth Amended Articles of Agreement, by and between the Members; and

WHEREAS, the parties to this Agreement are authorized to enter into this Agreement by applicable laws of the State of Illinois ruled by their respective corporate authorities.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

Gateway Special Recreation Association

1. Name. For the purpose of this Agreement, the Members shall be known collectively as the Gateway Special Recreation Association ("Gateway SRA").

2. Purpose. The purpose of Gateway SRA is to provide recreational programs for persons with mental and physical disabilities, whether temporary or permanent in nature.

3. Members. The Members of Gateway SRA are:

Burr Ridge Park District	Elmhurst Park District
Oak Brook Park District	Pleasant Dale Park District
Village of Hinsdale	Village of Westchester
Village of Willowbrook	York Center Park District

Other agencies may be admitted as Members upon obtaining the consents of a majority of then current Members and approval and execution of these Fifth Amended Articles of Agreement and upon such other terms and conditions as may be from time to time determined by the Board of Trustees of the Gateway SRA (here in after referred to as "Board").

4. Board, Officers and By-laws. Gateway SRA shall have a Board of Trustees and a Chairman, Secretary and Treasurer who shall be members of that Board and elected by that Board. The Board and officers shall act only in accordance with and exercise those powers and duties as provided by law or in the By-laws of Gateway SRA approved by the Trustees as provided therein. The By-laws in effect at the time of approval of this Fifth Amended Agreement are attached hereto and made a part hereof as Exhibit A.

5. Consent of Member. Any consent or approval required of a Member under

this Agreement shall be given by that Member in accordance with the laws made and provided for that particular Member in effect at the time such consent or approval is authorized.

6. Agreement to Make Resources Available. Each Member agrees to reasonably make available to Gateway SRA its recreation areas, equipment and transportation facilities in recognition that Gateway SRA's programs are an integral part of each Member's recreational programs. It is the intent of the Members that they shall each provide resources and assistance, such as, but not necessarily limited to, staff, time and equipment as may be reasonably considered necessary to the Proper functioning of Gateway's programs. The degree to which each Member contribute resources and assistance shall be determined by it, giving due consideration to the needs of its own programs and the needs of Gateway, and no Member shall be required to equalize its expenditure of resources and assistance with that of any other Member. Reimbursement of costs in this regard shall be as follows:

- a. Each Member shall be entitled to full reimbursement for any extraordinary cost incurred as a result of Gateway SRA's use of said recreation areas, equipment and transportation facilities. In any case, the Board shall determine whether an expenditure is extraordinary for the purposes hereof.
- b. When a resident of a Member (the "Home Member") registers for a recreation program of another Member (the "Host Member"), the Home Member shall reimburse the Host Member for its direct program cost in

accommodating the special needs of such resident (i.e. staffing, adaptive equipment, interpreter and the like) at the market rates for such services as agreed by the Home and Host Members. The Host Member and the Home Member shall cooperate in determining an appropriate method and schedule for billing, in consideration of case-by-case factors, including but not limited to the length and frequency of the program, and the need for services. Host Members shall not seek reimbursement for any indirect costs associated with assessment, evaluation, training and consulting with a resident of a Home Member or such resident's family. The registration requirements of a Host Member shall apply to a resident of any Home Member, including but not limited to any resident priority registration period and non-resident fees. Each Host Member may implement and keep in place its own method for receipt of inclusion requests and implementation of necessary accommodations. If a resident of a Home Member registers for a recreation program of a Host Member, the Host Member shall contact the Home Member to jointly coordinate the accommodation and, on a case-by-case basis, to determine and implement the necessary accommodations. Each Member shall use its best efforts to agree on the appropriate actions and services required to accommodate such resident. If no concurrence can be reached by the two Members on any of these issues, the Board of Trustees shall resolve any dispute under this Section and its decision is

final.

7. Dismissal from Membership. If any Member(a) refuses to provide use of its facilities for Gateway SRA programs, upon reasonable request by Gateway SRA; (b) fails to make any payment as required herein; or (c) is in default of any other provisions of this Agreement or the By-laws or any rule promulgated by the Board, that Member may be declared by the Board to be dismissed from membership in Gateway SRA. No Member may be dismissed, however, except in accordance with the procedures here in below. The Board shall give at least ten (10) days' written notice to the Member to be dismissed, which notice shall specify the ground or grounds for such declaration of dismissal and shall set a date, time and place for a hearing before the Board as to the proposed declaration of dismissal. The allegedly defaulting Member shall be permitted to appear at said hearing and submit testimony and evidence as to why it should not be dismissed from membership in Gateway SRA. After conclusion of said hearing and upon approval of such dismissal duly passed by the Board on an affirmative vote of at least 2/3rds of the duly appointed and serving Trustees, defaulting Member shall be dismissed from membership in Gateway SRA. The reasons for such dismissal shall be set forth in the action of the Board approving the dismissal. Such dismissal shall become effective as determined by the Board unless a different effective date shall be mutually agreed to by Gateway SRA and the Member. Unless otherwise agreed in writing by Gateway SRA such withdrawing Member shall continue to be responsible for its share of any and all liabilities incurred by Gateway SRA until the end of the current fiscal year, as if still a

Member.

Upon withdrawal by a Member under this Agreement, whether voluntarily or involuntarily, such withdrawing Member shall have no further claim, right or interest whatsoever to or in any of the assets, properties or policies of Gateway SRA.

8. Fees. The Board may establish from time to time fees for individuals who are participating in Gateways SRA programs.

9. Additional Funding. The Board shall endeavor to obtain funds from other organizations, to assist in delivering the best possible service to the participants within Gateway SRA at the lowest possible cost to the Members.

10. Certificate of Population. Each Member shall provide the Board, by January 1st of each year, a certification of its latest recorded population. Such certicicatin shall be based upon latest U.S. census figures, or such other census (such as for Motor Fuel Tax purposes) as the Board may accept. The Board may, but shall not be obligated to, accept other than U.S. census figures. Acceptance of such certification shall be by majority vote of the Trustees.

11. Annual Assessment. Each Member shall pay to Gateway SRA an annual assessment based upon the following formula:

- a. The total certified population of all Members shall be added together to determine the total population of Gateway SRA, using for this purpose the official certifications as accepted by the Board.
- b. The total budgeted cost of Gateway SRA, minus all other anticipated revenues

other than taxation, shall then be divided by the total population, to determine an estimated per capita rate. Such budget shall be approved by a 2/3rds vote of the Trustees present and voting at the Board's May meeting. The maximum assessment for each Member for the next ensuing fiscal year shall be established at this time, except as otherwise provided in Section 12.b herein.

- c. This per capita rate shall then be multiplied by the certified population of each Member to determine the annual assessment for each Member.
- d. No Member's annual assessment shall exceed that otherwise allowed by applicable law.

Each Member shall pay one-half, of its annual assessment on or before July 1st of the fiscal year for which the assessment is made; the balance shall be paid on or before October 1st of the same year.

12. Withdrawal from Agreement.

- a. Voluntary Withdrawal. Notwithstanding anything to the contrary, any Member may voluntarily withdraw from this Agreement by so notifying the Board of its decision in writing by no later than July 1st and in such event, said voluntary withdrawal shall be effective as of midnight on August 31, of the following fiscal year (15 months from withdrawal deadline date). The Member shall pay two months of annual contributions prorated on the final year of participation.

Any and all liability and privileges of the withdrawing Member shall cease as of the Withdrawal Date, except for liabilities incurred by Gateway SRA and not

fully repaid prior to the Withdrawal Date. The withdrawn Member shall continue to be liable for its share of Gateway's liabilities as if still a Member, until such time as those liabilities are settled or otherwise abated.

- b. Default Payment. From and after the Withdrawal Date of any Member, whether voluntary and involuntary, the other remaining Members shall share on a per capita basis the costs and liabilities as if the withdrawn Member had not been a party to this Agreement.

13. Fiscal Year. The fiscal year of Gateway SRA shall begin July 1st and end June 30th.

14. Indemnification. Each Member agrees to indemnify and defend every other Member with respect to any and all claims and liabilities for bodily injury to or death of one or more persons and/or property damage which may arise as a result of the acts or omissions of the indemnifying Member or its agents or employees in performing this Agreement or in any way related to the Gateway SRA. Each Member shall provide to every other Member a certificate of insurance or proof of self insurance coverage, in an amount of not less than the combined single limit of \$100,000,000 as evidence of its ability to meet the obligation established in this paragraph.

15. Dissolution. In the event that, at any time, there are fewer than two (2) Members to the Agreement, or in the event that the Board, by unanimous vote of all Board Members, approves dissolution of Gateway SRA, then this Agreement shall be deemed terminated and the assets of Gateway SRA shall be distributed to the Members hereunder

immediately prior to such termination occurring, such distribution to be in accordance with the same per capita formula as determined for the annual assessment. In no event, however, shall any such distribution of assets be made until all of the debts and liabilities of Gateway SRA shall first be paid, satisfied or discharged or adequate provision therefore is made.

16. Amendments. The terms of this Agreement may be altered, amended or repealed, or a new Agreement may be adopted, by the consent and approval of 2/3rds of all of the Members. Separate signature pages for each Member are attached and all are incorporated as a part hereof. This Agreement will become effective as of the date of the fifth (5) Member's execution of its signature page and dated as such hereinabove.

17. Commencement and Term. This Agreement shall be effective December 13, 2012 and shall continue until dissolution occurs under the provisions of paragraph 15 hereof.

IN WITNESS WHEREOF, the undersigned Member has caused these Fifth Amended Articles of Agreement to be executed by its duly authorized officers pursuant to an action adopted by its Corporate Authorities in accordance with applicable law.

Park District or Municipal Body Name

By: _____

President or Mayor

Attest: _____

Clerk

Date: __;__