

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

Tuesday, January 14, 2014  
Memorial Hall – Memorial Building



**DRAFT**

Chairman Kluchenek called the meeting of the Park and Recreation Commission to order at 7:03 p.m. at the Memorial Hall board room.

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

**Members Absent:** Commissioner Mulligan

**Staff Present:** Gina Hassett, Director of Parks and Recreation  
Heather Bereckis, Recreation Supervisor

Commissioner Banke moved approval of the November 12, 2013 Park and Recreation Commission meeting minutes. Commissioner Owens seconded and the motion passed unanimously.

Chairman Kluchenek commented on the ACA minutes from November 4, 2013 that were included for information. Ms. Hassett stated that at the meeting on January 13 the daily rates and 10 visit pass were approved. Ms. Hassett explained the possibility of using the old HCA building as a dormitory for a women's soccer club. The building is in good condition for business use, but there would be some issues for dormitory use. The players need housing beginning in mid-March through August. There would be approximately \$100,000 required to bring the building to Code.

Ms. Hassett stated that at this point, there is some interest in pursuing it, but it won't be ready for March. The soccer team is hoping that this could become a seasonal agreement.

**Gateway Special Recreation Association**

Ms. Hassett commented on the concerns of former Trustees. The day camp transportation costs have been lowered over the last three years. The day camp transportation is no longer subsidized. The financial scholarships are also monitored carefully.

Chairman Kluchenek asked about the decrease between 2013 and 2014 programs. Ms. Hassett reported that the programs have just started and they should increase in the next few months.

**Revenue Expense Report**

Ms. Hassett explained the report. December and January are the slowest months and most of the expenditures are closed. Ms. Hassett stated that capital expenditures for the next year begin in July.

## **Recreation Program Report**

Ms. Hassett explained that our programs were cancelled when we had the extreme cold because staff generally will follow the school schedules. Ms. Hassett stated that this was the final year for the title Polar Express and it will need to be called something else in the future.

Ms. Hassett stated that there is a problem in the winter to get school access so many programs won't start until March. Hinsdale Tennis Association Agreement is coming due and Mr. Lockhart would like staff to take the registrations. It would be an 80/20 split just like all of our other programs. Ms. Hassett stated that Mr. Lockhart does still want a lease agreement for the private lessons that are given.

Chairman Kluchenek stated that all programs should be run by the village if financial data cannot be provided. Commissioner Owens asked Ms. Hassett if the private lesson information was included in the financials. She stated that he is passionate about tennis and his fees are very reasonable.

Ms. Hassett stated that there are calls to the office about people using the tennis courts for lessons that are not through Hinsdale Tennis Association. There is no way to monitor those.

## **Ice Skating Rink**

Ms. Hassett commented on the ice skating. It has been a struggle because of either snow or extreme cold. Ms. Hassett has reached out to the police department about unlocking the warming house when there is no staff there.

Chairman Banke asked about the lighting at Burns. He stated that perhaps staff could look at the lighting to modify it to illuminate the ice rink. That would be a noticeable improvement and would help with the evening skating. Ms. Hassett stated that Melin has ice more because of being a smaller rink. The residents at Brook Park received approval to install an ice rink, but it was never installed.

## **KLM Update**

Ms. Hassett stated the revenue was up from the prior year. A new assistant manager was hired and is a recent retiree that knows the community. Proposals are being sent for a wedding arbor and additional plantings.

## **Community Pool Report**

Ms. Hassett stated that the pool pump repairs were approved at ACA. The concession agreement has expired and requests for proposal will be going out for quotes. C & W Concessions has been the vendor in the past. Chairman Kluchenek asked what the revenue was from the concession stand. Ms. Hassett stated that \$7995 was the revenue last year and it is a flat rate amount with an annual percentage increase.

## **Platform Tennis**

Ms. Hassett stated that the revenue for platform tennis memberships has increased somewhat. Ruth Lake just approved to install two platform tennis courts, but four courts

are needed for league play. The first payment from Mary Doten for lessons is due and the second payment is due in May.

Commissioner Owens commented on the Sub-Committee meeting for the pool. The amenities and goals for the pool were discussed at the meeting. A rock climbing wall located in the diving well was suggested and removal of the sand area by the baby pool. Ms. Hassett stated that there have not been any new amenities at the pool since it was installed. Commissioner Owens commented on the new amenities that Clarendon Hills have installed.

Chairman Kluchenek commented that he was surprised there were not more pools with climbing walls and was concerned about the risks of a climbing wall. Ms. Hassett stated that it would be managed like a water slide and the child would have to know how to swim to use it. Commissioner Owens stated that one of the small diving wells would have to be closed when the wall was used. Ms. Bereckis stated that there would have to be a 12' radius from the wall. The goal would be to keep one of the other amenities open. Ms. Bereckis commented on other communities that have the climbing wall.

Ms. Hassett stated that the lifeguards would have to test to be sure that the child can swim good enough to use the climbing wall. If they can't swim 25', then they would not be allowed on the wall. Commissioner Owens stated her biggest concern would be how many could use it at one time. Ms. Bereckis stated that only one child could use it at one time.

Ms. Hassett stated that the cost is over \$10,000 which means it would be a capital expense. Ms. Hassett suggested visiting the other communities that have a climbing wall and put it in the budget for 2015. Ms. Hassett also suggested removing the mushroom and sand area in the baby pool and that would cost around \$100,000.

Chairman Kluchenek asked if anything that can be done for this year. Ms. Hassett stated that there really isn't anything that could be done in time for this year. Commissioner Owens stated that the Sub-Committee was really interested in updating the baby pool. Ms. Bereckis stated that replacing the mushroom and sand area to a splash pad and one other feature would cost about \$50,000.

Ms. Hassett stated that the OSLAD grant could cover some of the features. Staff could find something to partner with pool amenities to qualify. Ms. Hassett commented that the Trustees want good fiscal stewardship, but may be receptive to some improvements if staff can show the community requests it.

Commissioner Baker asked about the cost for getting rid of the sand and customizing the pieces to have something new and fresh. Commissioner Baker asked is there a minimal amount to the grants. Ms. Hassett will look at the last two years to see what kind of amounts have been awarded. Staff will still need to look at funding from the village if the grant is not awarded.

Chairman Kluchenek commented about spending time with surveys etc. if there is not a chance that the Trustees will approve anything. Ms. Hassett will ask the village manager if it can be discussed at the February ACA meeting. Ms. Hassett commented that in two

years there will be a significant expenditure for painting the pool and that would be the good time for improvements to be made.

Ms. Hassett commented that the projects in the last five years that have been completed were projects funded through private funding or grants. Ms. Hassett gave the history of the Duncan Field property. Baseball fields and a soccer field were some of the fields to be built with a lease agreement with the Forest Preserve District. The Friends of the Forest decided to keep it as open green space.

Commissioner Owens asked how difficult it is to send out a survey. Ms. Hassett stated that it is easy to send a survey, but there first needs to be an appetite from the Village Trustees.

### **Adjournment**

Since there was no further business to come before the Commission, Commissioner George moved to adjourn. Commissioner Keane seconded and the motion passed unanimously. The meeting of the Park and Recreation Commission meeting was declared adjourned at 8:13 p.m.

Respectfully submitted,

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Linda Copp, Secretary

**VILLAGE OF HINSDALE**  
**Administration and Community Affairs Committee**  
**Minutes of the Meeting January 13, 2014**

Chairman Hughes called the meeting of the Administration and Community Affairs Committee to order in the Board Room of the Memorial Building on January 13, 2014 at 6:31 PM.

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

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

**Approval of Minutes – November 4, 2013**

Trustee Elder moved approval of the November 4, 2013 minutes. Trustee LaPlaca seconded and the motion passed unanimously.

**Approval of Minutes – December 2, 2013**

Trustee Elder moved approval of the December 2, 2013 minutes with corrections requested by Trustee LaPlaca. Trustee Angelo seconded and the motion passed unanimously.

**Monthly Reports**

**Treasurers Report**

Mr. Langlois presented the report. Base Sales Tax receipts for November increased by 28.1%, December increased by 0.9% and January is up 14.7%. Year-to-date base sales tax receipts for the first eight months of FY 2013-14 total \$1,848,834 an increase of 5.9%. This variance is favorable when compared to budget as this revenue source was projected to increase by 3% in the FY 2013-14 Budget. Total Sales Tax receipts (including local use taxes) for the first eight months of the fiscal year total \$2,028,307, an increase of 6%.

Mr. Langlois reported that Income Tax revenue for the month of November was down 1.1% and was down 4.3% for December. Total Income Tax receipts for the first eight months of FY 2013-14 total \$1,062,767, an increase of 8.9%. The State is still \$188,000 or two months behind the normal payment schedule.

Property tax collections through October amount to \$5,767,027, which is approximately 93.8% of the Village's \$6.14 million tax levy.

Utility Taxes for November were \$159,208, which is 11.4% above previous year's receipts. Year to date Utility Tax receipts amount to \$1,222,348, a decrease of 4.0%. Receipts from telecommunications, electric, and water utility taxes continue to decline, and based on current projections the end of year results for utility tax revenue are expected to be \$74,000 below budget.

Building Permit revenues for November were \$101,343, a decrease 14.9%. For the first seven months of the year, total Building Permit revenue stands at \$921,197 an increase of

42.9% over the prior year. Based on current projections the end of year results for permit fee revenue is expected to be \$135,000 above budget.

Total legal billings through of November amount to \$145,327, which is tracking above budget for the first seven months of the year due to over \$24,000 in reimbursable legal fees being incurred so far this year as well as \$37,000 of costs related to the MIH litigation.

The EPS Committee has reviewed a staff request that will result in spending approximately \$24,000 over the budgeted amount for tree and stump removal due to an increase in the number of tree impacted by EAB. This additional cost will be offset by savings in other areas of the Public Services budget.

The unusually large number of snow and ice events that have occurred in December and early January will result in several negative budget variances. Public Services overtime will be over budget as through January 10, 2014 total overtime costs are approximately \$63,000 of which approximately \$52,000 of this amount is attributable to snow and ice removal. As a point of comparison, at the same point of the year last year we had spent only \$4,600 on overtime and in the year prior had spent only \$10,700. The budget amount for this account is \$60,000, so it is likely that this account will end the year \$20,000 to \$40,000 over budget. Likewise, the budget amount of \$30,000 in account for chemicals will likely be exceeded by \$25,000 to \$35,000 due to the need to purchase additional salt beyond the budgeted amount.

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

Ms. Hassett presented the report. Some activities in January had to be cancelled due to the extreme cold weather. There are five basketball teams in the men's league and program registrations are beginning for the spring. The ice rink maintenance has been challenging because of the snow as public works employee's primary responsibility is snow removal. The Police Department may be able to help with opening the warming house. The Melin Park ice rink is open but the residents at Brook Park have not installed the rink.

Ms. Hassett reported that a new assistant lodge manager has been hired to help with bookings. Ms. Hassett reviewed the pool report with the Committee and a new daily fee structure has been suggested. The Parks and Recreation Commission would like to budget for a climbing wall at the Community Pool. The contract for the concession stand vendor has expired and bids will go out for the upcoming season. Platform tennis has had some issues with the weather and there has been an increase in non-resident revenue.

Some of the Trustees mentioned that they heard that Ruth Lake and LaGrange have had discussion about putting in platform tennis courts. Ms. Hassett explained that in order to have league play four courts would need to be constructed and that the cost of the courts would be expensive. Ms. Hassett explained why the number lifetime members were below the prior year.

### **Economic Development**

Mr. Scott presented his report. He is preparing bids for sign replacement. There is a report included in the packet on the parking study. Once the recommendations are accepted, it

will be presented to the community. Final attendance was down for the downtown holiday events primarily due to the weather. Mr. Scott is working with Public Services regarding electrical issues on the light poles.

Mr. Scott reported that Rotary Club approached him about doing a fall event that would replace the concerts and he will keep the Trustees informed of the progress. Mr. Scott commented on some new businesses in the downtown. Several restaurants are in the permit process. Mr. Scott stated that he is close to having a development proposal in the area on Ogden between York and 294.

Trustee LaPlaca asked about the proposed Fullers restaurant space. Mr. Scott commented that there will be a new downtown tenant that will need a special use permit. Mr. Scott also stated that the Gap location second floor will need improvements for accessibility.

**Acceptance of a Proposal from Sikich, LLP to Provide Professional Auditing Services for Fiscal Years Ending April 30, 2014 and April 30, 2015.**

Mr. Langlois explained the request and that the Village is happy with the services of Sikich. Mr. Langlois explained that the library will no longer be part of the Village audit report and the fee will be higher because of having separate reports. In two years there will be new pension reporting standards that will have a large impact on the Village's financial statements.

Trustee Angelo asked if the village has the same audit personnel each time. Mr. Langlois stated that the current partner has worked on the Village audit for about three years. Mr. Langlois believes there is value in keeping the same firm for the next few years through the implementation of the new pension reporting standards. Mr. Langlois reported how the audit fee works for the library.

Trustee Elder moved approval of the request. Trustee Angelo seconded and the motion passed unanimously.

**Approval of a Resolution Approving and Authorizing Execution of a Lease for the Use of Space on the Village's Water Tower for Antennas and Related Equipment between the Village of Hinsdale and New Cingular Wireless, PCS, LLC.**

Mr. Langlois explained the request. The Village board has approved the request from a zoning standpoint and the lease terms are consistent with the other cell tower leases that the village has with other carriers. The high school has approved the request since the water tower is located on high school property.

Trustee LaPlaca moved approval of the request. Trustee Elder seconded and the motion passed unanimously.

**Approval of an Ordinance Amending Subsection 7-4B-2(A) of the Village Code of Hinsdale Regarding Water Rates**

Mr. Langlois explained the request. There will be an 18% increase in water rates from DuPage Water Commission in 2014 which will require a 7.9% increase in Hinsdale's rates in order to pass the increased cost along to the residents.

Trustee LaPlaca moved approval of the request. Trustee Elder seconded and the motion passed unanimously.

**Approval of the 2014 Community Pool Daily Rates of \$8 for Residents, \$12 for Non-Residents and the fee of \$70 for the 10-Visit Pass**

Ms. Hassett explained the request. These fees would be in line with Clarendon Hills rates and would keep up with the current market. The 10-visit fee is based on the daily rates, so the fee would be increased to \$70 for all customers.

Trustee Angelo moved approval of the request. Trustee Elder seconded and the motion passed unanimously.

**Approval of a Proposal from Illinois Pump, Inc. in the Amount of \$15,986 for the Repairs of Pumps at the Community Pool**

Ms. Hassett explained the request. The budget includes \$20,000 for pumps repairs as pumps 2 and 4 are due for service. The summary of the RFP process was explained.

Trustee Elder asked what vendor was used in the past. Ms. Hassett stated that Lane Western has done a lot of work in the past. Trustee Elder moved approval of the request. Trustee Angelo seconded and the motion passed unanimously.

**Discussion of a Potential Lease of the Building at KLM Park (formerly used by the Hinsdale Center for the Arts) to the Chicago Red Stars Women's Professional Soccer Team**

Chairman Hughes explained the request. Mr. Langlois explained that the building has been vacant since 2012 and that it had been rented to HCA at no cost with a \$50,000 donation from the village. Taking the building back to residential use would require many improvements for the building to be inhabitable. The amount of improvements would be close to \$120,000. The village currently pays the utilities and it is used for some storage currently.

Chairman Hughes asked the Trustees for their opinions regarding use of the building. Ms. Hassett explained how the building is set up and fire suppression would be the big cost of about \$40,000. If showers were installed, that would not be beneficial except for dorm use.

Mr. Langlois stated that of the \$120,000 cost, only about 1/3 would be occupancy related. Ms. Hassett stated that fire suppression is not required for a business use but would be required if it was to be a dormitory.

Trustee Elder was concerned with how many would be living there, number of cars and disruption to the park. Chairman Hughes asked if the property tax status changes because



it would be rented. Mr. Langlois explained how the tax situation would work and that in due course property taxes would be assessed on this building.

Trustee LaPlaca commented that the improvements to the facility would be an advantage but we need to be creative for the use of the building. There is so much potential for the building to bring people into the park.

Trustee Angelo stated that the five year lease term is too long and would prefer a three year term. Chairman Hughes stated that it is an unused deteriorating asset and that is never good for a building.

Mr. Langlois asked if the village is willing to do any improvements to make it a fair market rent. Chairman Hughes stated that improvements should be pursued for the future and do not let this building off of the radar.

### **Adjournment**

As there was no further business to come before the Committee, Trustee LaPlaca motioned to adjourn. Trustee Elder seconded and the motion passed unanimously. The meeting was adjourned at 7:33 P.M.

Respectfully Submitted:

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Darrell Langlois  
Assistant Village Manager/Director of Finance

DL/lc

## Memo

To: Chairman Kluchenek and Members of the Parks & Recreation Commission  
From: Gina Hassett, Director of Parks & Recreation  
Date: February 4, 2014  
RE: January Parks & Recreation Financial Statement

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Attached are the preliminary Parks and Recreation figures for January FY 2013-14. January is the ninth month of the budget year. Revenue in several of the Recreation Services categories is down over the prior year. Revenue reduction is a result of programs not being offered or cancelled due to low enrollment such as fencing, lego engineering and yoga. Expenses are directly related to revenue as programs are offered through our third party vendors on a percentage split; 80/20 is the standard model used for contractual service providers.

The Village participated in a grant that provided funding for energy efficient lighting upgrades. Posted under platform tennis is the expenditure of \$39,858 which is the cost of the LED court lights that were installed this past fall. Funding from the grant is posted under miscellaneous revenue.

Platform Tennis revenue is up 11% over the prior year and lesson revenue has not been posted. The lesson revenue will generate surplus revenue that can be applied to the outstanding court debt. The Village Board agreed that surplus revenue and the sale of Lifetime Platform Tennis Membership would be applied to pay down the unfunded cost of the 2010 court expansion project. The outstanding court debt is \$18,295. Total expenses for platform tennis are within budget; however expenses for maintenance are 17% above budget due to repairs and replacement of court heaters. The budget includes funds for heater repairs, however a larger number of heaters than budgeted for required replacement this year.

**PARK RECREATION REVENUE/EXPENSE SUMMARY**

**January FY 2013-14**

**(May 1-April 30)**

**PRELIMINARY NUMBERS**

<b>DEPT. 3101</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 12-13</b>	<b>FY 12-13</b>	<b>FY 12-13</b>
<b>ADMIN. AND SUPPORT</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>
Personal Services	220,534	152,118	69%	220,534	153,610	70%
Professional Services	0	0		0	0	
Contractual Services	0	0		0	0	
Other Services	6,200	515	8%	6,200	5,892	95%
Materials & Supplies	2,800	2,039	73%	2,800	2,805	100%
Repairs & Maintenance	150	1,166	777%	150	0	0%
Other Expenses	3,975	2,667	67%	3,975	2,898	73%
Risk Management	44,098	21,725	49%	44,098	28,846	65%
<b>Total-Operating Expenses</b>	<b>277,757</b>	<b>180,230</b>	<b>65%</b>	<b>277,757</b>	<b>194,051</b>	<b>70%</b>

<b>DEPT. 3301</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 12-13</b>	<b>FY 12-13</b>	<b>FY 12-13</b>
<b>PARKS MAINTENANCE</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>
<b>Revenues</b>						
Field Fees	30,000	29,482	98%	25,000	19,977	80%
Picnic Fees	9,000	10,010	111%	7,000	8,640	123%
<b>Total Revenues</b>	<b>39,000</b>	<b>33,925</b>	<b>87%</b>	<b>32,000</b>	<b>28,617</b>	<b>89%</b>
<b>Expenses</b>						
Personal Services	346,774	255,862	74%	345,935	219,702	64%
Contractual Services	122,000	103,435	85%	114,000	79,644	70%
Other Services	1,700	1,356	80%	2,600	1,481	57%
Materials & Supplies	70,450	41,160	58%	50,650	42,220	83%
Repairs & Maintenance	66,000	23,966	36%	36,500	27,032	74%
Other Expenses	2,000	208	10%	1,600	1,019	64%
<b>Total-Operating Expenses</b>	<b>608,924</b>	<b>425,987</b>	<b>70%</b>	<b>551,285</b>	<b>371,098</b>	<b>67%</b>
<b>Capital Outlay</b>						
Motor Vehicles	35,000	0		35,000	0	0%
Land/Grounds	203,800	174,412	86%	203,800	98,053	48%
Equipment	43,000	0	0%	43,000	67,665	157%
<b>Total Capital Outlay</b>	<b>281,800</b>	<b>174,412</b>	<b>62%</b>	<b>281,800</b>	<b>165,718</b>	<b>59%</b>
<b>Total Expenses</b>	<b>890,724</b>	<b>600,399</b>	<b>67%</b>	<b>833,085</b>	<b>536,816</b>	<b>64%</b>

<b>DEPT. 3420</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 12-13</b>	<b>FY 12-13</b>	<b>FY 12-13</b>
<b>RECREATION SERVICES</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>
<b>Revenues</b>						
Registration & Memberships	296,000	263,532	89%	285,000	291,053	102%
Misc. Income	6,000	47,494	792%	3,500	12,216	349%
<b>Total Revenues</b>	<b>302,000</b>	<b>311,026</b>	<b>103%</b>	<b>288,500</b>	<b>303,269</b>	<b>105%</b>
<b>Total Expenses</b>						
Personal Services	93,476	80,235	86%	76,834	57,152	74%
Contractual Services	251,700	225,802	90%	255,745	216,341	85%
Other Services	63,400	40,031	63%	71,200	45,585	64%
Materials & Supplies	14,580	8,877	61%	13,250	11,141	84%
Other Expenses	8,600	4,390	51%	10,900	5,958	55%
Repairs & maintenance	15,500	18,088	117%	7,000	21,741	311%
<b>Total Expenses</b>	<b>447,256</b>	<b>377,423</b>	<b>84%</b>	<b>434,929</b>	<b>357,918</b>	<b>82%</b>

**PARK RECREATION REVENUE/EXPENSE SUMMARY**

**January FY 2013-14**

**(May 1-April 30)**

**PRELIMINARY NUMBERS**

<b>DEPT.34-BY DEPARTMENT RECREATION SERVICES</b>	<b>FY 13-14 BUDGET</b>	<b>FY 13-14 TO DATE</b>	<b>FY 13-14 % of Budget</b>	<b>FY 12-13 BUDGET</b>	<b>FY 12-13 TO DATE</b>	<b>FY 12-13 % of Budget</b>
<b>3421 General Interest</b>						
<b>Revenues</b>	<b>23,000</b>	<b>15,871</b>	<b>69%</b>	<b>8,500</b>	<b>25,323</b>	<b>298%</b>
<b>Expenses</b>						
Personal Services	538			538		0%
Contractual Services	25,000	10,452	42%	5,200	22,057	424%
Other Services						
Materials & Supplies					35	
Repairs & Maintenance						0%
Other Expenses						0%
<b>Total Expenses</b>	<b>25,538</b>	<b>9,394</b>	<b>37%</b>	<b>5,738</b>	<b>22,092</b>	<b>385%</b>
<b>3422 Athletics</b>						
<b>Revenues</b>	<b>125,000</b>	<b>99,152</b>	<b>79%</b>	<b>125,000</b>	<b>116,399</b>	<b>93%</b>
<b>Expenses</b>						
Personal Services	1,615	1,709	106%	1,615	323	20%
Contractual Services	75,000	59,843	80%	85,000	64,034	75%
Other Services				0		0%
Materials & Supplies	3,700	588	16%	3,700	2,298	62%
Other Expenses				0		0%
<b>Total Expenses</b>	<b>80,315</b>	<b>62,140</b>	<b>77%</b>	<b>90,315</b>	<b>66,655</b>	<b>74%</b>
<b>3423 Cultural Arts</b>						
<b>Revenues</b>	<b>9,000</b>	<b>4,941</b>	<b>55%</b>	<b>9,000</b>	<b>6,855</b>	<b>76%</b>
<b>Expenses</b>						
Personal Services	4,306	2,820	65%	862	3,068	356%
Contractual Services	1,000		0%	2,500		0%
Other Services				0		0%
Materials & Supplies				0		0%
Other Expenses				0		0%
<b>Total Expenses</b>	<b>5,306</b>	<b>2,820</b>	<b>53%</b>	<b>3,362</b>	<b>3,068</b>	<b>91%</b>
<b>3424 Early Childhood</b>						
<b>Revenues</b>	<b>40,000</b>	<b>45,616</b>	<b>114%</b>	<b>40,000</b>	<b>40,310</b>	<b>101%</b>
<b>Expenses</b>						
Personal Services	11,842	14,971	126%	6,997	11,251	161%
Contractual Services	20,500	20,003	98%	19,200	16,427	86%
Other Services				0		0%
Materials & Supplies	1,550	1,184	76%	1,550	1,083	70%
Other Expenses				0		0%
<b>Total Expenses</b>	<b>33,892</b>	<b>36,158</b>	<b>107%</b>	<b>27,747</b>	<b>28,761</b>	<b>104%</b>

**PARK RECREATION REVENUE/EXPENSE SUMMARY**

**January FY 2013-14**

**(May 1-April 30)**

**PRELIMINARY NUMBERS**

<b>DEPT.3420-BY DEPARTMENT RECREATION SERVICES</b>	<b>FY 13-14 BUDGET</b>	<b>FY 13-14 TO DATE</b>	<b>FY 13-14 % of Budget</b>	<b>FY 12-13 BUDGET</b>	<b>FY 12-13 TO DATE</b>	<b>FY 12-13 % of Budget</b>
<b>3425 Fitness</b>						
<b>Revenues</b>	<b>30,000</b>	<b>28,696</b>	<b>96%</b>	<b>36,000</b>	<b>30,721</b>	<b>85%</b>
<b>Expenses</b>						
Personal Services				0		0%
Contractual Services	9,000	10,110	112%	11,500	5,657	49%
Other Services				0		0%
Materials & Supplies				0		0%
Other Expenses				0		0%
<b>Total Expenses</b>	<b>9,000</b>	<b>10,110</b>	<b>105%</b>	<b>11,500</b>	<b>5,657</b>	<b>49%</b>
<b>3426 Platform Tennis</b>						
<b>Revenues</b>	<b>FY 13-14 BUDGET</b>	<b>FY 13-14 TO DATE</b>	<b>FY 13-14 % of Budget</b>	<b>FY 12-13 BUDGET</b>	<b>FY 12-13 TO DATE</b>	<b>FY 12-13 % of Budget</b>
Memberships/Lessons	42,000	44,827	107%	42,000	39,423	94%
Lifetime and donations	0	0		0	4,380	
	<b>42,000</b>	<b>44,827</b>	<b>107%</b>	<b>42,000</b>	<b>43,803</b>	<b>104%</b>
<b>Expenses</b>						
Personal Services				0		0%
Contractual Services	9,700	5,290	55%	11,750	6,407	55%
Other Services	5,000	2,334	47%	4,000	4,409	110%
Materials & Supplies	100			100	0	0%
Repairs and Maintenance	15,500	18,088	117%	7,000	21,741	311%
Other Expenses	100	50		200	50	0%
<b>Total Operating Expenses</b>	<b>30,400</b>	<b>25,762</b>	<b>85%</b>	<b>23,050</b>	<b>32,607</b>	<b>141%</b>
<b>Capital Outlay</b>						
Courts project	0	39,858		0	0	
Resurfacing/skirting	0	0		0	0	
<b>Total Capital Outlay</b>	<b>0</b>	<b>39,858</b>		<b>0</b>	<b>0</b>	
<b>Total Expenses</b>	<b>30,400</b>	<b>65,620</b>	<b>216%</b>	<b>23,050</b>	<b>32,607</b>	
<b>3427 Special Events</b>						
<b>Revenues</b>	<b>21,000</b>	<b>15,035</b>	<b>72%</b>	<b>21,000</b>	<b>19,806</b>	<b>94%</b>
<b>Expenses</b>						
Personal Services	2,153	2,971	138%	2,153	423	
Contractual Services	26,000	30,021	115%	33,400	23,726	71%
Other Services	2,400	1,116	47%	3,700	2,050	55%
Materials & Supplies	6,900	6,261	91%	5,300	7,065	133%
Repairs & Maintenance		215		0		
<b>Total Expenses</b>	<b>37,453</b>	<b>40,584</b>	<b>108%</b>	<b>44,553</b>	<b>33,264</b>	<b>75%</b>
<b>3428 General Rec Administration</b>						
<b>Expenses</b>						
Personal Services	73,022	57,764	79%	64,669	42,087	65%
Contractual Services	85,500	90,083	105%	87,195	78,033	89%
Other Services	56,000	36,581	65%	63,500	39,126	62%
Materials & Supplies	2,330	844	36%	2,600	660	25%
Other Expenses	8,500	4,125	49%	10,700	5,908	55%
<b>Total Expenses</b>	<b>225,352</b>	<b>189,397</b>	<b>84%</b>	<b>228,664</b>	<b>165,814</b>	<b>73%</b>
<b>Capital Outlay</b>	<b>0</b>	<b>0</b>		<b>0</b>	<b>0</b>	
<b>Total Expenses</b>	<b>225,352</b>	<b>189,397</b>	<b>84.04%</b>	<b>228,664</b>	<b>165,814</b>	<b>73%</b>

**PARK RECREATION REVENUE/EXPENSE SUMMARY**

**January FY 2013-14**

**(May 1-April 30)**

**PRELIMINARY NUMBERS**

<b>DEPT. 3724</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 12-13</b>	<b>FY 12-13</b>	<b>FY 12-13</b>
<b>KLM LODGE</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>
<b>Revenues</b>						
KLM Lodge Revenue	145,000	131,174	90%	145,000	100,426	69%
Caterer's Licenses	13,000	16,800	129%	15,000	12,080	81%
<b>Total Revenues</b>	<b>158,000</b>	<b>147,974</b>	<b>94%</b>	<b>160,000</b>	<b>112,506</b>	<b>70%</b>
<b>Expenses</b>						
Personal Services	57,593	40,786	71%	56,662	40,973	72%
Contractual Services	27,600	20,067	73%	22,100	18,045	82%
Other Services	42,900	28,006	65%	39,500	35,421	90%
Materials & Supplies	12,500	5,668	45%	12,400	4,688	38%
Repairs & Maintenance	5,220	3,410	65%	10,500	8,491	81%
Other Expenses	1,000	405		1,000	330	33%
<b>Total-Operating Expenses</b>	<b>146,813</b>	<b>98,342</b>	<b>67%</b>	<b>142,162</b>	<b>107,948</b>	<b>76%</b>
Capital Outlay	20,000	9,884	49%	20,000	2,856	14%
<b>Total Expenses</b>	<b>166,813</b>	<b>108,226</b>	<b>65%</b>	<b>162,162</b>	<b>110,804</b>	<b>68%</b>
<b>DEPT. 3951</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 12-13</b>	<b>FY 12-13</b>	<b>FY 12-13</b>
<b>SWIMMING POOL</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>
<b>Revenues</b>						
Pool Resident Pass	170,000	156,276	92%	190,000	155,192	82%
Non-Resident Pass	16,000	9,274	58%	14,000	14,972	107%
Pool Daily Fee	72,000	49,280	68%	75,000	67,928	91%
Pool Lockers	100	80	80%	100	93	93%
Pool Concession	7,900	7,950	101%	7,500	7,350	98%
Pool Class-Reg -Resident	29,500	22,970	78%	29,500	26,575	90%
Pool Class-Reg Non-Resident	5,000	5,087	102%	5,000	3,555	71%
Private Lessons	10,000	5,993	60%	10,500	7,264	69%
Misc. Revenue (Rentals)	12,000	22,694	189%	12,000	11,460	96%
Town Team	22,000	23,574	107%	25,200	19,002	75%
10-Visit Pass	24,100	18,081	75%	17,000	22,085	0%
<b>Total Revenues</b>	<b>368,600</b>	<b>321,259</b>	<b>87%</b>	<b>385,800</b>	<b>335,476</b>	<b>87%</b>
<b>Expenses</b>						
Personal Services	161,475	155,078	96%	161,475	154,731	96%
Contractual Services	25,650	18,098	71%	30,100	19,044	63%
Other Services	42,000	29,750	71%	45,800	31,156	68%
Materials & Supplies	33,475	22,597	68%	38,975	28,564	73%
Repairs & Maintenance	11,850	10,457	88%	16,350	16,219	99%
Other Expenses	8,200	3,480	42%	10,600	1,466	14%
Risk Management	0	0		0	0	
<b>Total-Operating Expenses</b>	<b>282,650</b>	<b>239,460</b>	<b>85%</b>	<b>303,300</b>	<b>251,180</b>	<b>83%</b>
Capital Outlay	107,000	86,482	81%	119,000	76,030	64%
<b>Total Expenses</b>	<b>389,650</b>	<b>325,942</b>	<b>84%</b>	<b>422,300</b>	<b>327,210</b>	<b>77%</b>
	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 13-14</b>	<b>FY 12-13</b>	<b>FY 12-13</b>	<b>FY 12-13</b>
	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>	<b>BUDGET</b>	<b>TO DATE</b>	<b>% of Budget</b>
<b>Capital Expenses</b>	<b>408,800</b>	<b>270,778</b>	<b>66%</b>	<b>347,664</b>	<b>244,604</b>	<b>70%</b>
<b>Operating Expenses</b>	<b>1,763,400</b>	<b>1,321,442</b>	<b>75%</b>	<b>1,709,433</b>	<b>1,282,195</b>	<b>75%</b>
<b>Total Expenses</b>	<b>2,224,428</b>	<b>1,592,220</b>	<b>72%</b>	<b>2,224,428</b>	<b>1,526,799</b>	<b>69%</b>
<b>Total Revenues</b>	<b>921,100</b>	<b>757,296</b>	<b>82%</b>	<b>921,100</b>	<b>755,436</b>	<b>82%</b>
<b>Revenue Offset Difference</b>	<b>(1,303,328)</b>	<b>(834,924)</b>	<b>64%</b>	<b>(1,303,328)</b>	<b>(771,363)</b>	<b>59%</b>

**To:** Chairman Kluchenek & Members of the Parks and Recreation Commission  
**FROM:** Gina Hassett, Director of Parks and Recreation  
**DATE:** February 7, 2014  
**SUBJECT:** January Parks & Recreation Report

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The following is a summary of activities completed by the Parks and Recreation Department during the month of January 2014.

### **Programming & Special Events**

Recreation programs were cancelled for four days due to the extreme weather conditions. Programs that were cancelled will be made up at the end of the session.

The school closures at the Hinsdale Middle School (HMS) affected the men's basketball league that is held in the gym. The league was cancelled two days due to weather and one related to the clean-up. League play will resume on Monday, February 10<sup>th</sup> at HMS.

### **Ice Rink**

Continued snow events and extreme weather conditions have made it difficult to maintain the Burns Field ice rink. After each snow event, Village crews continue efforts to repair the ice by clearing the snow and adding layers of water during the day. Ice skating was available January 17 through January 24, allowing for a full day of skating on the Martin Luther King Holiday. Updates have been posted on the Village's web site encouraging residents to stay indoors during the winter weather advisory. As weather conditions change, updates are posted on the web site and signs are posted at the rink.

### **Continuing Education**

The Village's Horticulturist, along with the department's administrative and supervisory staff, attended portions of the annual Illinois Park and Recreation Association/Illinois Association of Park Districts (IPRA/IAPD) annual conference on January 23<sup>rd</sup> and 24<sup>th</sup> at the Hyatt Regency in Chicago. Staff attended a number of workshops related to the field of parks and recreation and were able to meet with software and equipment vendors. Staff appreciates the opportunity to attend these seminars to earn continuing education credits.

### **Katherine Legge Memorial Lodge**

As reflected in the attached table, December rental revenue was up over the prior year by \$3,101 due to holiday social events. Revenue for the current fiscal year is up \$30,574 for the same period of the prior year. With the new Assistant Manager in place, staff continues to focus on sales and reaching out to area businesses to fill the weekday rental opportunities.

EXPENSE	December		YTD		2013-14 Annual Budget	FY 13-14 % of budget	2012-13 Annual Budget	FY 12-13 % of budget
	Prior Year	Current Year	Prior Year	Current Year				
	\$16,368	\$6,948	\$100,589	\$86,216	\$146,813	59%	\$142,162	71%
REVENUES	December		YTD		2013-14 Annual Budget	FY 13-14 % of budget	2012-13 Annual Budget	FY 12-13 % of budget
	Prior Year	Current Year	Prior Year	Current Year				
KLM Lodge Rental	\$10,265	\$13,366	\$100,176	\$130,750	\$145,000	90%	\$145,000	69%
Caterer's Licenses	\$0	\$0	\$12,080	\$16,800	\$13,000	129%	\$15,000	81%
Net	\$10,265	\$13,366	\$112,256	\$147,550	\$158,000		\$160,000	

#### 2013-14 Rental Summary

1/28/14	Business Mtg	Memorial Service	Rec Program	School Dist	Social Event	Village Meeting	Village Event	Wedding	Total	2011-12 Revenue	2012-13 Revenue	Booked 2013-14	Change over prior	Booked 2014-15
May	2	0	19	0	3	2	0	6	32	8,561	8,801	16,796	7,995	11,100
June	1	0	19	1	6	0	0	7	34	11,156	10,745	26,818	16,073	15,975
July	2	1	20	0	6	0	0	4	33	13,559	9,786	18,650	8,864	13,200
August	2	0	13	0	3	0	0	6	24	17,759	18,880	18,063	(817)	11,625
September	1	0	14	1	6	2	2	4	30	14,823	14,498	14,541	43	15,150
October	2	2	24	2	3	0	0	2	35	16,347	15,589	14,825	(764)	16,475
November	1	2	18	1	4	0	1	1	28	8,256	11,612	8,580	(3,032)	2,200
December	0	0	11	0	8	0	1	0	20	8,853	10,265	13,366	3,101	1,000
January	1	0	22	0	2	0	0	2	27	4,489	250	7,300	7,050	
February	1	0	22	0	3	0	0	1	27	2,301	6,981	5,825	(1,156)	
March	3	0	20	1	3	0	1	1	29	2,506	7,669	4,970	(2,699)	
April	0	0	21	0	2	0	0	0	23	2,384	4,365	1,800	(2,565)	
Total	16	5	223	6	49	4	5	34	342	110,994	119,441	151,534	32,093	86,725

### Community Pool

Passes for the 2014 season went on sale February 1<sup>st</sup>. Pass renewal letters were sent to past members via mail and email. Clarendon Hills Park District limited the number of Super Passes that would be available this year to 100 passes. This is down from the 200 passes that the Village has sold in previous years. Clarendon Hills experienced increased attendance last summer; in effort ensure their pool does not have to turn away residents, they have limited the sale of Hinsdale's Super Passes.

To ensure an equal opportunity to all to purchase Super Passes, information regarding the limited number was included in the renewal information. As of Wednesday, February 5<sup>th</sup>, Super Passes were sold out. A wait list has been established, however feedback from residents is that they are going to purchase passes at Clarendon Hills. If the families who were unable to purchase Super Passes do not renew their memberships this could result in a significant decline in pass revenue. With the decrease of 100 Super Passes, this equates to approximately 25 families not being able to secure a Super Pass for the 2014 season. If the 25 families do not renew their family membership, the result would be a decline in pass revenue of \$7,500. This is in addition to the \$11,000 in revenue that is lost due to the reduction in Super Passes revenue.

On January 28<sup>th</sup>, Illinois Pump Inc. removed pumps 2 and 4 from the pool. These pumps circulate the wading and dive pool water. The contract for service was approved at the January 21<sup>st</sup> Board meeting and includes the removal of the pumps, cleaning and replacement of functional parts, reinstalling of both pumps and testing of the pumps



once the pools are operational. The work is anticipated to take 45 days and the pumps will be installed in the spring in time for the opening of the season.

The Request for Proposal (RFP) for the Community Pool concession services has been prepared and will be sent to a list of seven vendors in the coming weeks. Village Counsel is reviewing the concession lease agreement that was modified to reflect items in the RFP. Items that have been added to the proposal include details on the equipment provided at the site, staff expectations, and background checks being required of concession stand employees. Staff anticipates the lease agreement to be reviewed at the March Parks & Recreation Commission meeting and then presented to the Administration and Community Affairs Committee.

### **Town Team Swim Program**

A survey link was emailed to Town Team families; ten percent of families completed the survey. Feedback was generally good but families suggested areas for improvements. Outlined below are the areas and the way in which the issue will be improved for the 2014 season.

1. **Improved communication from Head Coach/Coaches regarding swim meets and volunteering.** *Communication was a struggle last summer and the largest complaint from parents. To manage this for the 2014 season an online system will be utilized that allows parents to register for volunteering, sign up for swim meets and managing their swimmers participation. The system will email parents reminders and allow them to edit registrations up to 24 hours prior to a swim event. In the past, the swim team has benefited from a parent liaison that assisted the Coaching staff, no families from the group responded to requests for help. Staff will look to fill the parent liaison position for the 2014 season.*
2. **Head Coach Performance** - *Mixed reviews were received regarding the Head Coach. Parents reported either being very happy with or very dissatisfied with the staff's performance. More training has been offered to the Head Coach, along with additional staff to help relieve some of the administrative work. The Head Coach position has been filled by college students which have resulted in Coaches lasting one to two seasons. At this time we anticipate the Head Coach to return for 2014.*
3. **B Conference meet was too long.** *The B Conference was well run and complaints were minimal, most were directed at lack of seating at the venue or length of event. The event was shorter than most conference meets, but complaints regarding time seemed to come from new parents that were not familiar with conference events.*
4. **Pre-season Parent meeting.** *Families responded that the meeting is not necessary and information needs to be distributed in a different fashion as it's hard for many to make the meeting. We are looking into alternatives for this and may utilize electronic notifications.*
5. **Team Suits** - *Families do not want to purchase another suit they would like a less expensive option.*

### **Platform Tennis**

League play continues at the Katherine Legge Memorial platform courts. The frequent snowfalls and extreme temperatures have been disruptive to the play at the Burns Field and Katherine Legge Memorial (KLM) Courts. Each court has six gas heaters below the court deck that are used to dry the court surface. The heaters are connected to gas lines and are plugged into outlets with extension cords. The moisture under the courts triggers the outlets to trip the electrical breakers disabling heaters. Village crews have been responsive and once the moisture dries or freezes the heaters have worked. The heaters under courts 5 & 6 at KLM, which were installed in 2010, have been struggling to melt the ice and keep up with snow accumulation. When the two courts were constructed the recommended 3 foot clearance below the court deck was not excavated due to budget constraints. The Hinsdale Platform Tennis Association was informed that installing the courts with less than 3 feet clearance would limit air circulation. The limited air circulation and extreme temperatures are contributing factors to the ice buildup on the courts.

Upon reports of issues at the courts, Public Services crews have been responsive and heaters have been checked and replaced. Glen Ellyn and Winnetka Park District have experienced similar conditions this winter. Glen Ellyn hard wired the heaters this past summer which has reduced the heaters from tripping the breakers. Winnetka is considering retro fitting their courts with a radiant heating systems. Salt Creek Club is trying new heaters this year and reports are that they are working well and managing the weather conditions. Staff will be visiting the Salt Creek Club to see if the heaters they have installed can be used at Village courts. Staff is also looking into shields that can be installed above the existing heaters to reduce the moisture that drips onto the heaters.

The majority of the membership revenue has been collected for the year. The budget expectation is \$42,000 for paddle membership and lesson revenue. As reflected in the following table, membership revenue for the current fiscal year is \$44,002 which is up \$6,971 over the prior year. Lesson revenue has not posted for winter programs.

There are plans for Ruth Lake Country Club to install four platform courts. Hinsdale Platform Tennis Association (HPTA) does not feel that the new courts will affect membership numbers as there are few current players that are members at the Club. The fee charged by the Village is the lowest cost in the area to participate in the sport of platform tennis. The HPTA men's leagues are at capacity this year which has driven the increase in the non-resident individual memberships. The new courts that were installed at the Butterfield Country Club did not reduce the league participation or membership revenue.

### Paddle Membership Summary

		2013				2012		
Membership as of 2-4-2014	Fees	New Members	Renewal Members	Total Members	Revenue YTD	Total Members	2012 Revenue	Change over Prior Yr
Resident Individual	\$120	28	58	86	\$9,720	73	\$8,520	\$1,200
Resident Family	\$175	4	32	36	\$6,038	37	\$6,630	-\$592
Resident Family Secondary	\$0	15	68	83	\$0	91	\$0	\$0
Non-Resident Individual	\$289	36	54	90	\$24,276	61	\$17,051	\$7,225
Non-Resident Family	\$345	3	10	13	\$3,968	13	\$4,830	-\$862
Non-Resident Secondary	\$0	18	17	35	\$0	35		\$0
Sustaining Lifetime	\$0		298	298	\$0	335		\$0
New Lifetime Members*	\$1,500	0		0	\$0	3	\$4,380	
<b>Total Membership Revenue</b>				<b>641</b>	<b>\$44,002</b>	<b>645</b>	<b>\$37,031</b>	<b>\$6,971</b>

\*Revenue from New Lifetime Memberships is not included in the total revenue.

# Memo

**To:** Chairman Kluchenek and Members of the Parks and Recreation Commission  
**From:** Gina Hassett, Director of Parks & Recreation  
**Date:** February 13, 2013  
**RE:** Hinsdale Tennis Association (HTA) Agreement

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The Village has had a license agreement with Hinsdale Tennis Association (HTA) for the past six years which allowed them to utilize Village courts for their instructional tennis program. Each agreement has been for a period of one year. For the last four years the agreement has been for a flat rate with an annual increase assessed. The tennis program has been a long standing offering in the community.

The terms of the agreement had allowed HTA to use Village courts to offer an instructional tennis program which was advertised in the Village's summer brochure. Payment to the Village for the 2013 license agreement was \$7,930. Registrations, payments and lessons were coordinated by HTA.

In 2013, Tom Lockhart, who owns HTA, reported that for the past five years the program has experienced a steady decline in enrollment. When the terms of the agreement were discussed in 2013, Mr. Lockhart suggested that for the 2014 season, he would like to have the tennis program be part of the recreation programs that are handled through the Village. If offered through the Village, lessons would be listed in the summer brochure and registration would be handled through the Village. The program registration would be an 80/20 split of revenue which is the standard used for contractual programs.

If the program registration was handled through the Village, a license agreement would not be necessary. Mr. Lockhart is requesting that HTA retain a license agreement with the Village so that he can teach private lessons on Village courts to his advanced players that do meet the group lesson criteria. The agreement would be for a lesser amount than previous years due to the amount of the lessons he would teach through the lease.

Registration being handled through the Village will provide families with a familiar registration process and can be confident that the program will meet their expectations and if not they would receive a refund. Mr. Lockhart has been a pillar in the community and has operated a quality program for many years, however families who are unfamiliar with him may have not been comfortable with showing up to pay for lessons not knowing the quality of the program. This method may have had families failing to commit to the program.

Offering the tennis program through the Village provides an online registration process that will help families to commit to the program. Marketing of the program will be increased through print ads and Facebook that is done regularly for Village programs. The enrollment numbers will be clear and staff can evaluate the program at the end of the summer. To boost enrollment the tennis program will be offered co-operatively with the Burr Ridge Park District and the Willowbrook Parks and Recreation Department.

The table below summarizes the 2014 participation numbers and revenue provided by HTA generated for their programs. Based on the 80/20 revenue model, the Village could receive \$676 less revenue for the 2014 season over the prior year. With the on-line registration and additional advertising, staff feels that enrollment will increase resulting in increased revenue.

Mr. Lockhart is suggesting a fee of \$1,500 to utilize the Village courts for his private lessons. Based on the previous numbers that make up this group, the suggested payment is reasonable fee.

#### HTA Enrollment History

Session 1	2005	2011	2012	HTA Program Fees	2013 Enrollment	2013 Revenue
Pee Wee	67	20	23	\$105	29	\$3,045
Tiny Tots	88	13	13	\$105	18	\$1,890
Beginners	84	28	29	\$150	52	\$7,800
Adv Beginners	65	30	26	\$145	34	\$4,930
Junior Excellence	117	9	10	\$300	9	\$2,700
Varsity/Frosh-Spoh*	36	14	15			
Ladies Adv Drill/Adult	46	18	19	\$200	12	\$2,400
Session 2						
Pee Wee	47	22	20	\$48	14	\$672
Tiny Tots	48	13	12	\$50	3	\$150
Beginners	27	9	10	\$72	2	\$144
Adv Beginners	22	4	0	\$70	8	\$560
Junior Excellence	41	5	3	\$150	3	\$450
Varsity/Frosh-Spoh*	14	15	15	\$150	10	\$1,500
Ladies Adv Drill/Adult	10	6	6	\$100	6	\$600
<b>Total Enrollment</b>	<b>712</b>	<b>206</b>	<b>201</b>		<b>200</b>	<b>\$26,841</b>

#### 2014 PROJECTED REVENUE

2014 Projected Revenue	\$28,871
less 80% to HTA	\$23,097
20% Revenue to Village	\$5,774
Fee paid to Village for 2014 License Agreeeme	\$1,500
Total Revenue from HTA programs	<b>\$7,274</b>
Payment from HTA In 2013	\$7,950
Difference over the prior year	-\$676

#### Payments from HTA to the Village

Year	HTA Revenue	10 % Revenue
2008	62050	\$6,205
2009	53240	\$5,324
2010	Flat rate	\$7,500
2011	Flat rate	\$7,500
2012	Flat rate	\$7,700
2013	Flat rate	\$7,930

# Memo

**To:** Chairman Kluchenek and Members of the Parks and Recreation Commission  
**From:** Gina Hassett, Director of Parks & Recreation  
**Date:** February 13, 2013  
**RE:** Dog Waste Service Provider

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In 2011, the Village entered into an agreement with Poo Free Parks (PFP) to provide dog waste receptacles and bag stations at Katherine Legge Memorial (KLM) Park. PFP has terminated the agreement as they can no longer afford to offer the service. Under the terms of the agreement there was no cost to the Village. The provider installed five waste stations, they are filled regularly with bags and advertisements space was sold on the stations to cover the cost of the program. Prior to participating in the service, the Village had waste stations and purchased bags at the cost of \$1,500 per year. Village crews struggled to keep up with the demand of filling the dog waste bags as at KLM as they are emptied weekly.

PFP is asking agencies in the Chicagoland area to consider participating in the program for a monthly fee. Elmhurst and Glen Ellyn Park District have been participating in the program for a number of years and both are staying on under the new terms. The terms of the proposed agreement are below.

- The Village of Hinsdale would cover the per station cost of \$250 for new or replacement (vandalized beyond repair) stations.
- Hinsdale would now help to cover PFP's costs by paying \$29.64 per station, per month, so that PFP could afford to continue operations.
  - i. \$148.18 monthly (\$1,778.14 annually).
  - ii. Hinsdale would also now have the option to advertise Village events on our unsponsored signage and in our unsponsored postcard dispensers
  - iii. Hinsdale would cover the cost of design (either through your own designer, or through our designers for \$150 for the sign and \$150 for a postcard)
  - iv. Hinsdale would also cover the cost of printing (\$25 per sign label and \$200 for 2,000 postcards) through PFP's printers

Through the reports provided by PFP, they provide 5192 bags per month at KLM. The proposed plan by Poo Free Parks is an economical way to ensure that the dog owners at KLM manage their pet waste.

# Village of Hinsdale

## Maintenance Week of February 3, 2014 - February 10, 2014



Name	# in Park	# of Signs	This Week			All Time		
			Rolls	Bags	Poo (in pounds)	Rolls	Bags	Poo (in pounds)
Katherine Legge Memorial Park	5	10	4	800	100	511	1,075,390	18662.5
HINKLM01 <a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Map</a>		2	2	400	50	112	32600	4075
HINKLM02 <a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Map</a>		2	0	0	0	57	16800	2100
HINKLM03 <a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Map</a>		2	0	0	0	83	24200	3025
HINKLM04 <a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Map</a>		2	1	200	25	104	1,091,236	3787.5
HINKLM05 <a href="#">Photo #1</a> <a href="#">Photo #2</a> <a href="#">Map</a>		2	1	200	25	155	1,635,054	5675

### TOTALS

5 10 4 800 100 511 149300 18662.5

A PHP Error was encountered  
Severity: Warning  
Message: Division by zero  
Filename: parts/formatted\_report.php  
Line Number: 134

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## SERVICE PARTNERSHIP AGREEMENT

**THIS PARTNERSHIP AGREEMENT** (the "Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("Effective Date"), by and between Village of Hinsdale ("Government") and ENVIRONMENTAL MEDIA GROUP, LLC, d/b/a POO FREE PARKS, a Colorado limited liability corporation, whose address is 7900 E Union Ave, Suite 1005-B, Denver, CO 80237 (the "Vendor"), referred to collectively as the "Parties" and individually as a "Party".

### RECITALS

The goals of the Parties under this Agreement are:

- A. To help keep Village of Hinsdale parks beautiful in an eco-friendly manner;
- B. To help reduce wastewater pollutants resulting from uncollected dog waste in parks;
- C. To partner with local environmental and social organizations;
- D. To provide a public service at minimal cost to the public through a public-private partnership and support from Government, private industry, and Vendor;
- E. To increase awareness of the responsibility of dog owners to clean up after their dogs while in public areas;
- F. To help relieve the financial and labor burdens of the Village of Hinsdale with respect to dog waste control in parks;
- G. To give civic-minded companies an opportunity to demonstrate their commitment to eco-friendly, community-sponsored initiatives that promote efforts to "Go Green"; and
- H. To replace deteriorating and obsolete dispensers with more eco-friendly and appealing dispensers providing eco-friendly bags;

In consideration of the recitals stated above and the mutual agreements contained in this Agreement, and subject to the terms and conditions stated in this Agreement, the Parties agree as follows:

#### 1. VENDOR'S RIGHTS AND OBLIGATIONS:

**A. Dispenser Stations:** Under the terms and conditions described herein, Vendor shall have the exclusive right to provide to Government with dog waste cleanup bag dispensers. The bag dispensers will be stocked with biodegradable bags ("Dispenser Stations") in the number and at the locations specified in the attached Exhibit A, which is incorporated herein by reference. No other dog-related sponsorship programs shall be allowed in the parks and/or locations in which PFP Dispenser Stations are located, and the Government and/or vendor may remove any such competitive publicity found in the park. A minimum of 5 Dispenser Stations



are to be made readily accessible for people who walk their dogs in or near property operated by the Government. As depicted on Exhibit B, the signs placed on the Dispenser Stations may be two-sided and shall be limited to a size not to exceed twelve inches (12") by eighteen inches (18") and may include:

- 1) Company/individual name and tag line;
- 2) full color logo;
- 3) "Mobile Barcode" - <http://youratt.com/nextdimension?GUID=FA1BF4C0-9DBA-4AC0-B8BB-09896BC83201>
- 4) marketing slogan/description/call to action limited to no more than 50 words;
- 5) points of contact; and
- 6) graphic images

of the corporate sponsor for the particular Dispenser Station. The signs shall include the names and logos for Poo Free Parks, and if two-sided may contain different messages on either side. The biodegradable bags in the dispenser may include all of the previously mentioned information. Poo Free Parks is also granted permission to distribute free coupons and products through the course of their maintenance and/or promotions, as well as on a dispenser-attached, weather-proof box. Poo Free Parks, with the written consent of the Government's authorized representative ("Representative") may: 1) replace any Dispenser Station with the same or similar types of dispenser stations; 2) alter the design and content of the dispenser station signs at any time; and 3) increase the required number of Dispenser Stations provided to increase the efficiency of dog waste control. Except as provided in Sub-section 4.C. below, the Dispenser Stations shall be and remain at all times the personal property of the Vendor.

**B. Dispenser Station Locations:** The Vendor shall deliver, place, and set up the Dispenser Stations at such specific locations in Village of Hinsdale parks and affixed to either new steel "u-channel" posts, or existing poles, structures, ground or facilities in Village of Hinsdale parks as directed by, and agreed to in writing by the Government's Representative and the Vendor, and as more particularly set forth in Exhibit A attached hereto. Within sixty (60) days of the Effective Date of this Agreement, and subject to the Government's payment of the Partnership Fee in Sub-section 3 below, the Vendor shall supply and install no fewer than 5 Dispenser Stations at approved locations in Village of Hinsdale parks. Depending upon work schedules and availability, Government employees may assist the Vendor with the installation of the Dispenser Stations in Village of Hinsdale parks, at no cost to Vendor. With the written consent or at the written direction of the Government Representative, the location of a particular Dispenser Station may be changed to a new location, but only by a representative of Poo Free Parks. The fee for relocating a Dispenser Station at the direction of the Government Representative shall be \$25 each. The cost of adding an additional Dispenser Station at the Government Representative's request shall not exceed \$250 per station. No lease or other property interest is created or granted by this Agreement in any parks or any location in any park.

**C. Installation & Operation; Costs:** Except as provided elsewhere in this Agreement, the Vendor shall be solely responsible for the installation, repair, maintenance, re-location, removal, refilling, and operation of the Dispenser Stations in parks in a safe and timely manner (the "Operations"). The Vendor shall pay all costs and expenses for the operation of the

Dispenser Stations, including any damages to the parks and their facilities resulting from said operation. The Government Representative may require that the Vendor fix or replace any broken or vandalized Dispenser Stations within 72 hours from the date of notification by the Government Representative. The Government shall pay for the replacement or repair of damaged or vandalized Dispenser Stations at a cost not to exceed \$250 per station. Vendor shall maintain all Dispenser Stations in good operating condition, and shall keep all Dispenser Stations graffiti-free within 72 hours of receiving notice thereof from the Government Representative, subject to the cost limitation above. The Vendor shall service the Dispenser Stations once per week, and shall keep adequate supplies of biodegradable bags available for public use at all Dispenser Stations. The Vendor may include contact information (telephone number or email address) at each Dispenser Station for patrons to contact the Vendor with respect to operations. Under no circumstances shall the Government remove any installed Dispenser Stations or advertising without Vendor's prior written consent. In the event that the Government removes or displaces a Dispenser Station without Vendor's written consent, the Government shall pay to vendor a penalty fee of \$10 per day for the number of days the Dispenser Station or advertising is removed or displaced, but in no case less than a five day penalty fee. If any Dispenser Station is damaged by the Government during an unapproved removal, then the Government shall pay Vendor a replacement and reinstallation fee not to exceed \$250.

**D. Access:** The Vendor shall have right of access to the Village of Hinsdale parks during regular business hours for the purpose of Operations. This right of access shall include the right of Vendor employees to drive vehicles on the trails, paths, and park roads within Village of Hinsdale parks for the purpose of operations. The timing and extent of operations shall be coordinated with the Government Representative and shall be conducted in a manner so as not to substantially interfere with ordinary Government operations and public use of the Village of Hinsdale parks and not to damage the Village of Hinsdale parks and facilities.

**E. Permits and Licenses:** The Vendor shall obtain and maintain, at its own expense, all permits or licenses, including any prescribed Governmental authorizations or approvals, required for Dispenser Stations and the performance of its operations and shall furnish proof of compliance upon request by the Government Representative.

**F. Corporate Sponsorships.** The Government reserves the right to reject any sponsorship that would negatively reflect upon the Village of Hinsdale. Vendor shall allow no sponsorship by any entity promoting tobacco products, alcohol, marijuana, or adult entertainment.

**G. Completion; Deficiency:** The Vendor shall promptly inform the Government Representative upon completion of Dispenser Station installations, re-locations, or removals. If such installations, re-locations or removals are determined by the Government Representative to be in violation of the requirements and standards of this agreement, and Vendor concurs, then Vendor shall promptly resolve the deficiency, at no cost to Village of Hinsdale, and shall promptly inform the Government Representative upon resolution. All disagreements shall be resolved in accordance with Section 20 of this Agreement.

**H. Property Security:** The Vendor shall have the right to install temporary motion sensor camera(s), both photography and videography based, in and around a dispenser location experiencing repeated cases of vandalism, in an effort to collect evidence regarding the cause of such damage, and in an effort to assist local law enforcement agencies in the prosecution of such criminal activities as appropriate. All images collected will only be used for the purpose of identifying the source of such criminal activity, and shall be immediately turned over to the Government or law enforcement. All other images collected that are not related to this activity will be immediately and permanently destroyed.

**2. TERM; EXTENSIONS:** The term of the Agreement is from the Effective Date of this Agreement, for a period of one year (12 months), unless terminated earlier or extended as provided herein. Provided that this Agreement has not been terminated as provided herein and the Vendor is not in material breach of the terms and conditions of this Agreement, the Government Representative and the Vendor may mutually agree in writing to extend the term of this Agreement for an additional two (2) year period beyond the Expiration Date stated above, and for two additional two year periods thereafter, subject to the same terms and conditions set forth in this Agreement ("Extension Amendment"). The Government shall notify the Vendor ninety (90) days prior to the Expiration Date of this Agreement whether the Government desires to extend the term of this Agreement for an additional two year period. In the event that the Government fails to contact the Vendor 90 days prior to the expiration of this agreement, all parties hereby agree that this Agreement shall be automatically extended for an additional two year term, unless the Vendor chooses to end its participation in the partnership and sends written notice of its decision to the Government six months in advance of the termination date stated above. In the event that the Government should elect not to extend the term of the Agreement, the requirements of sub-section 4.C. below shall apply. A minimum of three (3) two-year Extension Amendments may be agreed upon by the Parties. Any other amendments to this Agreement, other than Extension Amendments, shall conform to the requirements of Section 17 of this Agreement. Any Extension Amendments executed by the Government and the Vendor will be placed in the contract file.

**3. CONSIDERATION:** In consideration of the Vendor providing the supplies and maintenance for its stations located in the park managed by Village of Hinsdale specified herein, Village of Hinsdale will pay a monthly Partnership Fee of ~~\$29.64~~ per station, equal to ~~\$148.18~~ USD, based on the current number of stations in service. This fee is non-refundable and will be used to cover Vendor's operational costs of the Partnership Agreement between Village of Hinsdale and Vendor, including the initial installation of the Dispenser Stations described in Exhibit A.

The Government agrees that it will support Vendor's efforts by promoting Vendor and its sponsors. Such promotion shall include, but not be limited to, allowing Vendor to use Government's logo on Vendor's website, vehicles, and printed marketing materials. Within 30 days of execution of this Agreement, the Government shall implement a section on its website promoting Vendor's program and its sponsors. This website inclusion will display the Vendor's logo, linked to [www.pooofreeparks.com](http://www.pooofreeparks.com), on its website promoting Vendor's program and its sponsors. This website inclusion will display the Vendor's logo on the home page of the Government's website with a caption that says "Click here to learn more about the Poo Free

Parks eco-friendly, sponsorship program." Government will include information concerning Vendor's program and its sponsors in one annually e-mailed newsletter, in one annual news story on the Government's website, and in one Government press release at the beginning of the each contract term. The Government will provide a suitable testimonial from the Government Representative or other high level Government official, which will be used in Vendor's marketing, public relations, and education campaigns; and in any written and distributed Vendor press releases announcing the new partnership or renewal thereof.

#### **4. TERMINATION & REMEDIES:**

**A. Termination Without Cause:** The Government Representative, upon giving ninety (90) calendar days written notice (unless a longer period is given in the notice), shall have the right to terminate this Agreement for the convenience of the Government. The Vendor, upon giving one-hundred-eighty (180) calendar days written notice (unless a longer period is given in the notice), shall have the right to terminate this Agreement for the convenience of the Vendor.

**B. Termination With Cause:** The Government shall have the right to immediately terminate this Agreement, with cause, upon written notice to the Vendor. A termination shall be deemed "with cause" when it is based on a material breach of, or a substantial default under, this Agreement which has not been corrected or resolved to the satisfaction of the Government Representative within a reasonable period of time specified by the Government Representative in a written notice to the Vendor. A material breach or substantial default due to causes beyond Vendor's reasonable control or due to Acts of God shall not be used to support a termination for cause under this Agreement.

**C. Removal /Retention of Dispenser Stations:** Upon termination, expiration, or non-renewal of the Agreement, Vendor shall relinquish title and/or ownership in and to all Dispenser Stations to the Government at no additional cost, except as provided further herein. If the Agreement is terminated by the Government, then Vendor shall sell to Government, and Government shall purchase from Vendor a one year supply, based on tracking data provided to Government by Vendor, of dispenser bags specific to the Dispenser Stations that are the subject of this agreement. The Government agrees to purchase each bag at a cost of \$.03 (three cents) per bag, not to exceed a total purchase price of \$10,000.

Government and Vendor further agree that upon termination, all sponsorship/advertising agreements shall be settled by Vendor with no liability to Government.

**D. Rights and Remedies Not Waived:** In no event shall any action or inaction by either Party constitute or be construed to be a waiver by that Party of any breach or default which may then exist on the part of the other, and the non-defaulting Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default. No assent, expressed or implied, to any breach or default shall be deemed or taken to be a waiver of any other breach or default.

**5. INDEPENDENT ENTITY:** It is understood and agreed that the status of the Vendor shall be that of an independent contractor, and it is not intended, nor shall it be construed, that the

Vendor or the Vendor's employees, agents, or subcontractors are employees or officers of Village of Hinsdale for any purpose whatsoever. The Vendor shall be responsible for the operational management, errors and omissions of the Vendor's employees, agents, and subcontractors. Without limiting the foregoing, the Vendor understands and acknowledges that the Vendor and the Vendor's employees, agents and subcontractors: a) are not entitled to workers' compensation benefits through the Government; b) are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Vendor or some other entity besides the Government; and c) are obligated to pay federal and state taxes on any monies earned pursuant to this Agreement. Furthermore, it is understood and agreed that nothing in this Agreement is intended, nor shall it be construed, to constitute a joint venture between the Parties.

## **6. INSURANCE:**

**A. General Conditions:** The Vendor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. The Vendor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof. The required insurance shall be underwritten by an insurer licensed to do business in Village of Hinsdale. Each policy shall contain a valid provision or endorsement stating:

"Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the [REDACTED] (Treasurer), ADDRESS, CITY, STATE, ZIP, and to the Government Representative, ADDRESS, CITY, STATE, ZIP, by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums in which case notice shall be sent ten (10) days prior to cancellation."

The Vendor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Vendor, except as specified in Section 8 herein. The Vendor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

**B. Proof of Insurance:** Upon request, the Vendor shall provide a copy of this Agreement to its insurance agent or broker. Upon request, and prior to this Agreement becoming effective, the Vendor shall provide to Village of Hinsdale a Certificate of Insurance, preferably an ACORD certificate, reflecting compliance with all insurance requirements of this Agreement. The acceptance by the Government of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set forth in this Agreement shall not act as a waiver of the Vendor's breach of this Agreement or of any of the Government's rights or remedies under this Agreement.

**C. Additional Insureds:** For general liability, Vendor's insurer shall name the Government as an additional insured.

**D. Other Entities:** All sub-consultants, subcontractors, independent contractors, suppliers or other entities ("Other Entities") providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Vendor. Vendor shall include all Other Entities as insureds under its policies or shall ensure that all Other Entities maintain the required coverages. Vendor agrees to provide proof of insurance for all Other Entities upon request by the Government.

**E. Workers' Compensation and Employer's Liability Insurance:** The Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$ 100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claim, and \$500,000 aggregate for all bodily injuries caused by disease claims.

**F. General Liability:** Vendor shall maintain limits of \$1,000,000 for each occurrence claim, \$1,000,000 for personal claim, \$1,000,000 products and completed operations for each occurrence, and \$1,000,000 policy aggregate. Aggregate limits must be "per project" or "per location," if applicable under this Agreement.

**G. Automobile Liability:** Vendor shall maintain limits of \$1,000,000 for combined single limit applicable to all owned, hired and non-owned vehicles operated by Vendor and/or its employees on Government property and elsewhere in the performance of this Agreement.

**H. Additional Provisions:**

(1) For general liability, the policy must provide the following:

- (a) If any aggregate limit is reduced by twenty-five percent (25%) or more by paid or reserved claims, the Vendor shall notify the Government within ten (10) days and reinstate the aggregates required;
- (b) Unlimited defense costs in excess of policy limits;
- (c) Liability assumed under an insured contract (including defense costs assumed under a contract);
- (d) A severability of interests (separation of insureds)
- (e) A provision that coverage is primary; and,
- (g) A provision that coverage is non-contributory with other coverage or self-insurance provided by the Government.

(2) For general liability, if the policy is a claims-made policy, then the retroactive date must be on or before the Effective Date or the first date when any goods or services were provided to the Government, whichever is earlier.

## **7. DEFENSE & INDEMNIFICATION:**

**A.** The Vendor hereby agrees to defend, indemnify, and hold harmless the Government, its appointed and elected officials, agents and employees against all liabilities, claims, judgments, suits or demands for damages to persons or property arising out of, resulting from, or relating to the work performed under this Agreement ("Claim"), unless and until such Claims have been judicially or administratively determined to be due to the negligence or willful misconduct of the Government. Such a determination includes the results of arbitration pursuant to Section 20 herein.

**B.** The Vendor's duty to defend and indemnify the Government shall arise at the time written notice of a Claim is first provided to the Government regardless of whether an action has been filed in court on the Claim.

**C.** The Vendor will defend any and all Claims which may be brought or threatened against the Government as a result of the services under this Agreement and will pay on behalf of the Government any expenses incurred by reason of such Claims including, but not limited to, court costs and attorney fees incurred in defending and investigating such Claims or seeking to enforce this indemnity obligation. Such payments on behalf of the Government shall be in addition to any other legal remedies available to the Government and shall not be considered the Government's exclusive remedy.

**D.** Insurance coverage requirements specified in this Agreement shall limit the liability of the Vendor under the terms of this indemnification obligation to the amount of coverage. In the event the Claim is a result of the Government's negligence or contributory negligence, the Government shall participate in its defense and costs to the extent of its negligence.

**E.** This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

**8. PROPERTY INSURANCE:** The Vendor acknowledges and agrees that the Vendor shall, at the Vendor's discretion, obtain and maintain any property insurance necessary or appropriate to protect the Vendor's interest in the Dispenser Stations. The Vendor shall obtain appropriate and sufficient property insurance if the Dispenser Stations are being used to secure financing under any UCC filing. The Government is under no legal obligation to obtain or maintain property insurance for the Dispenser Stations.

**9. PERMITS, LICENSES, TAXES, CHARGES AND PENAL TIES:** The Vendor agrees to pay promptly all taxes, excises, license fees, and permit fees of whatever nature applicable to its operations or activities under this Agreement, and to take out and keep current all required licenses or permits (federal, state, or local) required for the conduct of its business hereunder, and further agrees not to permit any of said taxes, excises or license or permit fees to become

delinquent. The Vendor further agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations and the performance of this Agreement and not to permit the same to become delinquent.

**10. ENVIRONMENTAL COMPLIANCE:** The Vendor shall obtain all federal, state, and local environmental permits necessary for the operation of its Dispenser Stations and shall comply with all applicable federal, state, and local environmental requirements applicable to said operation. The Vendor shall comply with all applicable federal, state, and local environmental guidelines, rules, regulations, statutes, laws, and orders (collectively, "Environmental Requirements"), including but not limited to Environmental Requirements regarding the storage, use, transportation, and disposal of Hazardous Materials and regarding releases or threatened releases of Hazardous Materials to the environment. The term "Hazardous Materials" shall mean asbestos and asbestos containing materials, special wastes, polychlorinated biphenyls (PCBs), any petroleum products, natural gas, radioactive source material, pesticides, any hazardous waste as defined at 42 U.S.C. §6903(5) of the Solid Waste Disposal Act, any hazardous substance as defined at 42 U.S.C. § 9601(14) of the Comprehensive Environmental Response, Compensation and Liability Act, and chemical substance as defined at 15 U.S.C. § 2602(2) of the Toxic Substances Control Act, and any guidelines issued and rules or regulations promulgated pursuant to such statutes or any other applicable federal or state statute.

**11. INTELLECTUAL PROPERTY and LICENSING:** The Vendor covenants and warrants that it will not act or fail to act in any way under this Agreement which results in or from the acquisition, operation, maintenance, or use of computer software in violation of United States copyright laws or applicable licensing restrictions and that it will not appropriate or make use of any logos, trademarks, symbols, protected names or slogans, or other intellectual property in any manner which will infringe upon any United States trademark, patent, copyright, or trade secret rights of any third party known to Vendor. The Vendor hereby covenants and agrees that, for the term of this Agreement and any extensions, the Vendor has in place appropriate systems and controls to prevent such violations of federal law and licensing restrictions. If the Government determines that the Vendor is in violation of this provision, the Government may exercise any remedy available at law or equity or under this Agreement, including immediate termination of the Agreement and any remedy consistent with United States copyright or other laws or applicable licensing restrictions. The indemnification provision of this Agreement shall be applicable to any such violations by the Vendor. This agreement is not intended to convey, and Government shall not receive, any licenses or intellectual property rights whatsoever in and to the Dispenser Stations or other materials furnished or developed by Vendor under this Agreement or Vendor's sponsors.

**12. EXAMINATION OF RECORDS:** Vendor shall provide weekly reports to the Government regarding the use statistics for each Dispenser Station within the park. In addition, the Vendor agrees that any duly authorized Government representative shall, until the expiration of one (1) year after the final performance under this Agreement, have access to and the right to examine any books, documents, papers and records of the Vendor, involving transactions related to this Agreement.



**13. ASSIGNMENT & SUBCONTRACT:** The Vendor covenants and agrees that the Vendor will not assign, transfer or subcontract the Vendor's rights and obligations hereunder without first obtaining the written consent of the Government. Any attempt by the Vendor to assign, transfer or subcontract the Vendor's rights and obligations hereunder without such prior written consent of the Government may, at the option of the Government, result in termination of this Agreement and all rights of the Vendor hereunder. The Government's consent hereunder will not be unreasonably withheld.

**14. NO THIRD PARTY BENEFICIARY:** The Parties understand and expressly agree that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any such claim or right of action by any third person. It is the express intention of the Parties that any person other than the Government or the Vendor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

**15. NO AUTHORITY TO BIND GOVERNMENT TO CONTRACTS:** The Vendor has no authority to bind the Government on any contractual matters. Final approval of all contractual matters which obligate the Government must be by the Government and its authorized representatives.

**16. INTEGRATION & AMENDMENTS:** This Agreement, including the exhibits hereto (each of which is specifically incorporated herein), is intended as the complete integration of all understandings between the Parties. No prior or contemporaneous addition, deletion, or other amendment hereto shall have any force or effect, unless embodied in this Agreement in writing. No subsequent novation, renewal, addition, deletion, or amendment, other than an Extension Amendment under section 2 above, shall have any force of effect unless embodied in a written amendment to this Agreement properly executed by the Parties. Any oral representation by any officer or employee of the Government at variance with terms and conditions of this Agreement or any written amendment to this Agreement shall not have any force or effect nor bind the Government.

**17. SEVERABILITY:** The Parties agree that if any provision of this Agreement or any portion thereof is held by a court of competent jurisdiction to be invalid, illegal, unenforceable, or in conflict with any law of the State of Illinois or the federal Government, except for the provisions of the Agreement requiring prior appropriation of funds and limiting the total amount payable by the Government and except for any restrictions on corporate sponsorships, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**18. CONFLICT OF INTEREST:** The Parties agree that no Government employee shall have any personal or beneficial interest whatsoever in the services or property described in this Agreement, and the Vendor further covenants and agrees not to hire or contract for services from any employee or officer of the Government which would be in violation of the Ethics Code of the Illinois, or the Procurement Integrity Act.

The Vendor covenants and agrees that the Vendor will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. The Vendor represents that the Vendor has disclosed any and all current or potential conflicts of interest. The Government, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after the Government has given the Vendor written notice which describes the conflict. The Vendor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the Government.

**19. NOTICES:** Notices concerning the termination of this Agreement, notices of violations of the terms or conditions of this Agreement, and other notices of similar importance, including changes to the persons to be notified or their addresses, shall be made:

By Vendor to:

GOVERNMENT REPRESENTATIVE NAME

ADDRESS, CITY, STATE, ZIP.

EMAIL

PHONE

And by the Government to:

Environmental Media Group, LLC d/b/a Poo Free Parks  
7900 E Union Ave, Suite 1005-B, Denver, CO 80237  
info@poofreeparks.com  
1-855-POO-FREE (766-3733)

All notices shall be in writing and provided by either personal delivery or certified mail, return receipt requested. All notices are effective upon personal delivery or upon placing the notice in the United States mail.

**20. DISPUTES:** All disputes of whatsoever nature between the Government and the Vendor regarding this Agreement shall be resolved by binding arbitration in accordance with the Rules of the American Arbitration Association.

**21. GOVERNING LAW and VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the District and County of Denver.

**22. NO DISCRIMINATION IN EMPLOYMENT.** In connection with the performance of work under this Agreement, the Vendor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and the Vendor further agrees to insert the foregoing provision in all approved subcontracts hereunder.

### **23. NO EMPLOYMENT OF ILLEGAL ALIENS.**

**A. The Vendor certifies that:**

- 1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement.
- 2) It will participate in either the federal E- Verify Program, or the employment verification program established by the Illinois Department of Labor and Employment, to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

**B. The Vendor also agrees and represents that:**

- 1) It shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 2) It shall not enter into a contract with a sub-consultant or subcontractor that fails to certify to the Vendor that it shall not knowingly employ or contract with an illegal alien to perform work under the Agreement.
- 3) It has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in either the E-Verify Program or other State program.
- 4) It is prohibited from using either the E- Verify Program or the State Program procedures to undertake pre-employment screening of job applicants while performing its obligations under the Agreement.
- 5) If it obtains actual knowledge that a sub-consultant or subcontractor performing work under the Agreement knowingly employs or contracts with an illegal alien, it will notify such sub-consultant or subcontractor and the Government within three days. The Vendor will also then terminate such sub-consultant or subcontractor if within three days after such notice the sub-consultant or subcontractor does not stop employing or contracting with the illegal alien, unless during such three day period the sub-consultant or subcontractor provides information to establish that the sub-consultant or subcontractor has not knowingly employed or contracted with an illegal alien.
- 6) It will comply with any reasonable request made in the course of an investigation by the Illinois Department of Labor and Employment.

**24. USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** The Vendor shall maintain a drug-free workplace policy.

**25. TOBACCO PRODUCTS:** There shall be no sale, promotion, or advertising of tobacco products on the Dispensing Stations or by any other means at Village of Hinsdale. "Sale" includes promotional distribution, whether for consideration or not, as well as commercial transactions for consideration. "Advertising" includes the display of commercial or noncommercial promotion for the purchase or use of tobacco products through any medium whatsoever.

**26. LEGAL AUTHORITY:** Vendor represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement on behalf of the

Vendor, do hereby warrant and guarantee that he/she or they have been fully authorized by the Vendor to execute this Agreement on behalf of the Vendor and to validly and legally bind the Vendor to all the terms, performances and provisions herein set forth.

**27. NO CONSTRUCTION AGAINST DRAFTING PARTY:** The Parties acknowledge that each of them and their respective counsel have had the opportunity to review this Agreement and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

**28. CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** This Agreement consists of Paragraphs 1 through 33, which precede the signature page ("Agreement Text"), and the following exhibits and attachments, which are incorporated herein and made a part hereof by reference:

Exhibit A	Dispenser Station Locations
Exhibit B	Dispenser Station Example
Exhibit C	Standard Government Terms and Conditions
Exhibit D	Vendor W-9

In the event of (i) an irreconcilable conflict between a provision of the Agreement Text and any of the listed exhibits or attachments or among provisions of any exhibits or attachments, such that it is impossible to give reasonable effect to all, the order of precedence to determine which document shall control to resolve such conflict, is as follows, in descending order:

Agreement Text  
Exhibit A  
Exhibit B  
Standard Government Terms and Conditions (Exhibit C)  
Exhibit D

**29. SURVIVAL OF CERTAIN PROVISIONS:** The Parties understand and agree that all terms and conditions of this Agreement, together with the exhibits hereto, which, by reasonable implication, contemplate continued performance or compliance beyond the expiration or earlier termination of this Agreement, shall survive such expiration or termination and shall continue to be enforceable as provided herein. Without limiting the generality of the foregoing, the Vendor's obligations for the provision of insurance and to indemnify the Government shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

**30. INUREMENT:** The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.


**31. PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only and shall not be construed so as to define or limit the terms and provisions hereof.

**32. GOVERNMENT EXECUTION OF AGREEMENT:** This Agreement shall not be or become effective or binding on the Government until it has been fully executed by all signatories of the Government authorized to enter into contracts on behalf of the Government.

**33. COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

**“VENDOR”**  
**ENVIRONMENTAL MEDIA GROUP LLC d/b/a POO FREE PARKS**

Taxpayer (IRS) Identification Number 45-3436799

  
By: William O. Airy  
Its: Founder & CEO

**“GOVERNMENT”**  
**VILLAGE OF HINSDALE**

  
By: GOVERNMENT REPRESENTATIVE  
Its: TITLE

**EXHIBIT A – Dispenser Station Locations**

Park Name	Dispenser Addresses
Katherine Legge Memorial Park	--
	HINKLM01
	HINKLM02
	HINKLM03
	HINKLM04
	HINKLM05

## EXHIBIT B - Dispenser Station Example

