

**VILLAGE OF HINSDALE  
MEETING OF THE  
PARKS AND RECREATION COMMISSION**  
Tuesday, September 8, 2015  
Memorial Hall Memorial Building

 **DRAFT**

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

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

**Members Absent:** Commissioner George

**Also present:** Alice Waverley – New Commissioner

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

Commissioner Mulligan moved approval of the June 30, 2015 Parks and Recreation Commission meeting minutes. Commissioner Owens seconded and the motion passed unanimously.

**Liaison Reports**

**Gateway Special Recreation Association**

Ms. Hassett commented on the participation organizations fee increase for 2015. There were 28 participants this year.

It will be reviewing a customer satisfaction survey. It will go out electronically and will be included for the Commission.

Demographics will be done of the age groups that are using the service.

**Recreation Staff Report**

Ms. Hassett commented on the report. KLM revenue increased 53%; there were 15 events in August – 4 more than the previous year. Last year was the first year revenue exceeded \$155,000 and replacement of banquet chairs and carpet are in the capital plan. It will go out to bid once patterns and colors are chosen. Staff is hoping for the same type and color.

Ms. Hassett stated that platform tennis is underway and most of the memberships will come in the next month. Lesson information is on the website and in the brochure. Some damage was done to one court when a tree fell the wrong way onto a court. Public Services have made that repair. Reilly Green will be coming to fix some needed repairs on the courts.

The pool closed Labor Day for the season. The first week of back to school hours had minimal complaints. Some complications arose over the weekend with staffing issues. The staff that were no shows will not be asked back next year. Pass sales were affected by frequent rain and cold weather and that will continue to be a challenge. Resident family pass sales decreased 12%. The neighborly rate increased substantially with the new rate. 10 visit passes decreased by about 12% and were also affected by the weather.

Chairman Banke asked about Oak Brook being included in the neighborly rate. Ms. Hassett stated that they have a pool, so we don't extend the rate to them. Chairman Banke stated that he feels

that it could be worthwhile to extend the rate to Burr Ridge. Commissioner Conboy commented about what the competitors will do to get our users. Ms. Hassett stated that the community needs survey will go to everyone regarding their usage. Ms. Hassett stated that this could be a question for the survey. Commissioner Owens asked if the numbers are available for this summer compared to other years. Ms. Hassett will give the pool details at the next meeting.

Ms. Hassett stated that the resident pass sales are the area where there is the most decline. Commissioner Owens mentioned about the schools starting much earlier could also affect it. Commissioner Mulligan commented about the competition that there is for swimmers. Chairman Banke mentioned that it is a consistent trend of decline in resident memberships and creative ideas have to continue to be explored. Ms. Hassett stated that daily fees decreased in May and June due to frequent rain but were good in July and August.

Ms. Hassett stated that staffing was modified and was 20% below the prior year. The community survey will focus on the pool and the recreation programs as a whole. Eastern IL University will be conducting the survey within the next few weeks. They will be contacting the Commission members as well as some board members. The draft should be back in early October. The survey will be sent to all residents and there will be a link on the village website as well.

Chairman Banke asked about using the library to do the survey. Ms. Hassett stated that there will be signage but wants to be cautious about using an IP address only once.

Ms. Hassett stated that the Fall Festival date has been changed to Oct. 24<sup>th</sup> due to a conflict with HMS on Oct. 17. Holiday Express is Sunday, Dec. 6 and Breakfast with Santa is Dec. 12.

The village website will be live in the next few weeks and it will supply more details on each park. Ms. Hassett asked the Commissioners to provide feedback once it goes live.

Ms. Hassett reported that this summer there were 6 students to be included for programs where an aide is needed. The Village has to reimburse \$6,706 in inclusion costs and we will be reimbursed from Burr Ridge for their participants. The tax levy could be increased to cover this cost if it continues in the future.

Ms. Hassett reported that Burns tennis courts repairs began a couple of weeks ago and they are already rebuilding the courts. Another layer of asphalt will need to be applied and that will need to set for 14 – 21 days before it is painted. The courts could be back on-line in mid-October. Commissioner Mulligan asked about the tree sap. Ms. Hassett stated that continued maintenance and annual power washing will help with that and the bushes will be trimmed back as well.

Athletic fields are at capacity with soccer and lacrosse. KLM is busy with cross country. Commissioner Owens asked about Falcon football using Oak School and if that is Village property. Ms. Hassett stated that it is school district property. Chairman Banke asked if we get requests from travel programs. Ms. Hassett said that Veeck is at capacity during the week with soccer. Another lacrosse program has also asked for space. There are no baseball travel clubs that are currently using the field. Falcon Fest will use space at Robbins and the rotary will also be using Robbins on Sept. 20 for a 5K race.

### **Revenue/Expense Report**

Ms. Hassett stated that field and picnic shelter revenues increased 22% over the prior year. Operating expenses increased about one half percent. Personnel services are increased due to reallocation of staffing. Ms. Hassett explained the capital improvement costs and the Veeck

walking path has been deferred from the budget. The windows in the Arts Center need to be replaced for about \$35,000.

Program revenue decreased 27% primarily due to lower registration for tennis lessons. Weather was a challenge for lessons. Ms. Hassett commented that a lot of residents have gone to Five Seasons. Some programs there were less offerings or less participation.

KLM revenue increased 43% over last year. Expenses are 15% lower and personnel expenses increased due to more events.

Pool revenue increased 6% but there is a decline in resident pass sales. Operating expenses and staffing expenses decreased. Repairs are 12% higher due to unanticipated repairs to the lap pool. The pool will be looked at this week to see if repairs can be done yet this year instead of the spring.

Commissioner Waverley stated that S/D 181 is talking about moving their school calendar up to match the high school which would impact August attendance at the pool. Chairman Banke suggested starting the season two weeks later to save some money. Ms. Hassett stated that one of the challenges of starting later would be the college students would not want to work if they can't start until June. Swim lesson participants complaint is that the water is cold even though the water is heated.

## **Old Business**

### **Public Donation/Artwork Guidelines**

Ms. Hassett explained that Trustee Saigh commented about only having US flags added to the language. Ms. Hassett used a similar policy from another agency and she had discussion with them regarding the maintenance of the donation. Chairman Banke asked about the life care fund that might need to be established. How would this be specified and enforced? Ms. Hassett stated that each donation will be unique and there would not be an exact science on what the maintenance funds would be. Chairman Banke stated that they shouldn't be charged anything if they are making a donation. Commissioner Conboy suggested that it should be included in the proposal to the village. Commissioner Owens commented that some of the language regarding maintenance was contradictory. Ms. Hassett stated that the life cycle care fund be included in a different area depending on the length of life expectancy. Chairman Banke suggested that a fund could be created for the life expectancy of the donation.

## **New Business**

### **Hinsdale Platform Tennis Association Project Debt**

Ms. Hassett commented on the court debt for the two additional courts. \$174,141 was the total cost and \$140,050 was raised. The surplus from membership sales was applied to the debt and is currently \$729. The debt should be paid off this year providing there are no major expenses.

Ms. Hassett stated that Hinsdale Swim Club contract expired at the end of the season and staff is working with them for a new agreement.

## **Correspondence**

**None**

Chairman Banke thanked Commissioner Mulligan for her service and welcomed Alice Waverley as the new Commissioner.

## **Adjournment**

Since there was no further business to come before the Commission, Commissioner Mulligan moved to adjourn. Commissioner Owens seconded and the motion passed unanimously. The meeting of the Park and Recreation Commission was declared adjourned at 8:02 p.m.

Respectfully submitted,

---

Linda Copp, Secretary

2a

# Gateway Special Recreation Association

Board Meeting  
Thursday, October 8, 2015  
3:00 PM

Oak Brook Family Recreation Center  
1450 Forest Gate Road  
Oak Brook, IL 60523

I. CALL TO ORDER/ROLL CALL

II. OPEN FORUM

III. BOARD MEMBER COMMENTS

IV. COMMUNICATIONS

V. OMNIBUS AGENDA

All items on the Omnibus Agenda are considered to be routine in nature by the Gateway Board and will be enacted in one motion. There will not be separate discussion of these items unless a Board member so requests, in which event the item will be removed from the Omnibus Agenda and considered separately.

- A. Approval of September 2015 Regular Meeting Minutes
- B. Approval of October 2015 Check Register
- C. Approval of October 2015 Treasurer's Report

VI. REPORTS

- A. RGA Monthly Report

VII. OLD BUSINESS

- A. Vehicle Discussion
- B. Participant Survey

VIII. NEW BUSINESS

- A. RGA Contract Discussion

IX. OPEN FORUM

X. ADJOURNMENT

Items listed on the agenda will be discussed and considered by the Board. The Board welcomes public comment on the agenda items during discussion.

Gateway Special Recreation is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are requested to contact Gina Hassett, at 630-789-7097 or by TDD at 630-789-7022 promptly to allow the Board to make reasonable accommodations for those persons.

## **GATEWAY SPECIAL RECREATION ASSOCIATION**

### **BOARD OF DIRECTORS' MEETING**

**September 10, 2015**

- I. Call to Order:** President Gina Hassett called the Gateway Special Recreation Association Board of Directors' Meeting to order at 3:07 pm on September 10, 2015 at the Oakbrook Family Recreation Center, 1450 Forest Gate Road in Oakbrook, Illinois. A Quorum was present.

*Roll Call:* Board members present: Jim Pacanowski, Burr Ridge; Cindy Szkolka, Elmhurst; Gina Hassett, Hinsdale; Matt Russian, Pleasantdale; Karen Spandikow, Oakbrook; Jim Berg, Westchester; John Fenske, Willowbrook; Scott Nadeau, York Center (arrived at 3:20 pm).

*Absent:* Sharon Peterson, Countryside.

*Staff Present:* Ray Graham Staff: Superintendent Ryan Cortez.

*Visitors:* None.

**Open Forum:** Jimmy Kavanaugh is no longer at Westchester Park District. Jim Berg will serve on the Gateway Board for Westchester Park District.

- II. Board Member Comments:** None

- III. Communications:** The 2014 and 2015 audits were distributed to Board Members for their review. President Gina Hassett will also send each Board Member an electronic copy for their files.

- IV. Omnibus Agenda:** Motion made by Matt Russian, Pleasantdale to approve the Omnibus Agenda and motion seconded by John Fenske, Willowbrook.

- A. Approval of August 2015 Regular Meeting Minutes
- B. Approval of September 2015 Check Register
- C. Approval of September 2015 Treasurer's Report

On a voice vote the motion passed.

- V. Reports:**

- A. RGA Monthly Report: The monthly report was reviewed by Superintendent Cortez. Registration for fall programs is still being processed. By splitting the Friday and

Saturday social clubs: north and south, the waitlist was accommodated. The Holiday Production which was cancelled last year is a go for this year.

**VI. Old Business:**

- A. Vehicles: Gateway will know by Monday, if RGA will lease/purchase a paratransit vehicle for Gateway's use. If so, Gateway will reimburse RGA for the cost of the vehicle. RGA covers the cost and processing of the associated vehicle insurance. Superintendent Ryan will provide copies of the certificate of insurance for the three current Gateway vehicles naming Gateway and the Elmhurst Park District as additionally insured.
- B. Participant Survey: Gateway will conduct a participant satisfaction survey in October using Survey Monkey and a "mail in" option. The survey will target Gateway users from the past year. Hinsdale will coordinate the survey. The survey will asked participants to identify their home communities.

**VII. New Business: None.**

**VIII. Open Forum:** Board Members received information/invoice related to Gateway's participation in IPARKS.

**IX. Adjournment:** Jim Pacanowski, Burr Ridge made a motion to adjourn the meeting, seconded by Karen Spandikow, Oakbrook. Motion passed on a voice vote.

**Gateway SRA Board Meeting  
October 8, 2015  
RGA Report**

**Fall 2014/2015 Comparison  
As of 10/07/2015**

**2014**

District	Registered Participants
Burr Ridge	6
Countryside	3
Elmhurst	43
Hinsdale	20
Oak Brook	9
Pleasantdale	3
Willowbrook	5
Westchester	4
York	1
Non-resident	8
<b>Total:</b>	102

**2015**

District	Registered Participants 9/15	Registered Participants 10/15
Burr Ridge	6	7
Countryside	1	1
Elmhurst	45	50
Hinsdale	19	26
Oak Brook	5	8
Pleasantdale	3	4
Willowbrook	5	6
Westchester	2	3
York	1	1
Non-resident	7	10
<b>Total:</b>	94	117

**Potentially Cancelled Fall Programs as of 10/07/2015**

- Card Games and Bingo
- Gators Cheerleading

**Full Programs as of 09/08/2015**

- Swim Lessons – No wait list
- Lunch Box – Wait list
- Weekend Warriors – Wait list
- Chicago Bears @ Buffalo Wild Wings – No wait list
- Hollywood Blvd Meal and Movie – Wait list
- Dury Land – No wait list
- Shop Till You Drop – Wait list

**Gateway Staff Update**

We currently have the following positions open:

- 6 Recreation Instructor

We hired 1 new recreation leader and 1 new aide that will start late October

**Gateway Vehicles Update**

Vehicle	Mileage	Maintenance
192	71, 483	Shattered Glass
171	113, 397	N/A
170	45, 654	N/A

### **Scholarships Status as of 10/07/2015**

- Elmhurst - \$200.00
- Pleasant Dale - \$68.50
- Burr Ridge - \$100
- Hinsdale - \$100
- Willowbrook - \$92.00

### **Winter/Spring 2014 Brochure**

We have already begun our development process for the Winter/Spring 2016 Program Brochure. We are in the early stages of its development. Our goal is for the program brochure to be printed and to be distributed by the end of early November with a registration deadline of December 18<sup>th</sup>.

### **Annual Demographic Reports – October Meeting \*To be presented at the meeting\***

We have been working on a report that lays out Gateway's demographic stats for the fiscal year of 2014 – 2015. This will include all the sessions starting with Fall 2014 through Summer 2015. This report will be made up of:

- Individual district/village reports that detail the participants, ages and genders. Along with a table the outlines the hours of service that were provided to each district/villages' participants for each session and total for the fiscal year.
  - This is further broken down into participation based on age ranges and gender, as well as a graph outlining the hours of service that were provided for each district/villages residents for each session.
- An overall agency report that outlines each district/villages overall number of participants; age ranges and genders; a table outlining the total hours of service that were provided to Gateway participants overall and various graphs that outline the year's data.
  - Line graph – Hours of Service
  - Pie graph – District participation numbers
  - Bar Graph – Year's participation numbers based on age range

### **Special Olympic Highlights for September/October 2015**

#### **Gateway SRA Gators Softball Special Olympic Event 2015**

The Gateway Gator Red softball team qualified for the state Special Olympics competition. This competition was held on September 12<sup>th</sup> and September 13<sup>th</sup> in Decatur, IL. The team was comprised of 13 softball players and 3 coaches.

The competition began on Saturday for the Gators Red team. They faced a very tough opponent in River Valley Rockers. The Rockers had a great pitcher and good fielding skills. The Gators tried their best, but were unable to pull out a victory. The second game on Sunday was a much better match up for the Gators Red team. They played the Welles Samurai team. This was a great game with a lot of runs batted in and great pitching on both sides! Connor pitched for the Gators Red team. He was very focused and threw strikes the majority of the time. The Gator fielding was great! The good defensive play of the Gators resulted in a total of 7 outs. The Gators offense was on FIRE! Great hitting combined with having a keen eye of the strike zone, gave the Gators Red a total of 12 runs batted in. The final score was 12-4, for a Gators Red win! Runs were scored by Manny, George, Varun, Molly, Shannon, Bryan and Connor.

The Gators Red softball team received the bronze medal! They played very well and had a fun time! Every athlete was very happy with their performance and enjoyed spending time with their fellow teammates and socializing with the other athletes attending the competition. Congratulations to the Gateway Gator Red softball team!

### **Upcoming October Events**

Fright Fest at Great America – October 11, 2015

Special Olympic State Volleyball Tournament - October 23 - 25

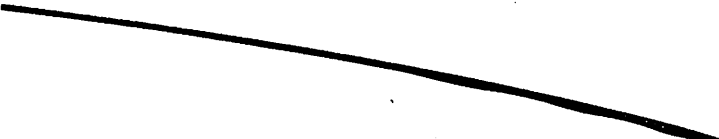
Hollywood Blvd Meal and a Movie – October 25, 2015

Monster Mash – October 30, 2015

**GATEWAY SRA  
CHECK REGISTRY  
October 8, 2015**



Check #	Issued to	Description	Amount	Total
1869	Village of Hinsdale	Fuel August	\$ 247.24	\$ 247.24
1870	JMS Auto Service, Inc.	Vehicle Repairs	\$ 1,273.02	\$ 1,273.02
<b>Totals</b>				<b>\$ 1,520.26</b>



**GATEWAY SRA 2015 - 2016  
MONTHLY TREASURER'S STATEMENT**

Date: October-15

<u>Revenue Accounts</u>	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>+ or - to Budget</u>	<u>% of Budget</u>
110 Interest	\$ 18.24	\$ 54.65	\$ 150.00	\$ (95.35)	36.4%
120 Member Contributions	\$ -	\$ 253,239.55	\$ 506,479.00	\$ (253,239.45)	50.0%
130 Miscellaneous Revenues	\$ -	\$ -	\$ -	\$ -	0.0%
<b>Total Income</b>	<b>\$ 18.24</b>	<b>\$ 253,294.20</b>	<b>\$ 506,629.00</b>	<b>\$ (253,334.80)</b>	<b>50.0%</b>
 <u>Expense Accounts</u>					
500 Audit Services	\$ -	\$ 7,300.00	\$ 4,000.00	\$ 3,300.00	182.5%
510 Day Camp Transportation	\$ -	\$ -	\$ 8,510.00	\$ (8,510.00)	0.0%
520 Financial Assistance	\$ -	\$ 958.50	\$ 4,000.00	\$ (3,041.50)	24.0%
530 Legal Fees	\$ -	\$ -	\$ 1,000.00	\$ (1,000.00)	0.0%
540 Insurance Expense	\$ -	\$ 2,116.00	\$ 2,240.00	\$ (124.00)	94.5%
550 Misc. Expenses	\$ 20.47	\$ 130.36	\$ 500.00	\$ (369.64)	26.1%
560 One on One Services	\$ -	\$ 3,149.63	\$ 12,000.00	\$ (8,850.37)	26.2%
570 Program Supplies	\$ -	\$ -	\$ 500.00	\$ (500.00)	0.0%
580 Service Contract	\$ -	\$ 108,194.00	\$ 433,040.00	\$ (324,846.00)	25.0%
590 Vehicle Fuel	\$ 247.24	\$ 2,806.61	\$ 8,750.00	\$ (5,943.39)	32.1%
600 Vehicle Repairs	\$ 1,273.02	\$ 1,409.80	\$ 13,250.00	\$ (11,840.20)	10.6%
610 Transportation Fund	\$ -	\$ -	\$ 10,000.00	\$ (10,000.00)	0.0%
<b>Total Expenses</b>	<b>\$ 1,540.73</b>	<b>\$ 126,064.90</b>	<b>\$ 497,790.00</b>	<b>\$ (371,725.10)</b>	<b>25.3%</b>
 <b>Net Ordinary Income</b>	<b>\$ (1,522.49)</b>	<b>\$ 127,229.30</b>	<b>\$ 8,839.00</b>	<b>\$ 118,390.30</b>	<b>25%</b>

**Gateway Special Recreation Association  
Contractual Agreement for Service Provision**

This Agreement is entered into between the Gateway Special Recreation Association, whose business address is 1450 Forest Gate Road, Oak Brook, IL 60523 hereinafter referred to as "Gateway" and the Ray Graham Association for People with Disabilities, whose address is, 2801 Finley Rd., Downers Grove, IL 60515, hereinafter referred to as "Service Provider." (the "Agreement")

WHEREAS both parties warrant the following to be true and accurate on the date of signing:

That the SERVICE PROVIDER is in substantial compliance with all federal, state and local laws, rules and regulations regarding the provision of Special Recreation Programming and related services.

NOW, THEREFORE, in consideration of mutual covenants and promises contained herein, GATEWAY and the SERVICE PROVIDER agree to enter into this Agreement subject to the following:

**CONTRACTUAL SERVICES**

Gateway hereby retains the Service Provider to perform services as further defined in Attachment A, in accordance with the terms and conditions set forth in this Agreement.

**TERM OF AGREEMENT**

This Agreement will commence on July 1, 2013 and end on June 30, 2017. The amount of the annual service contract will not exceed a 5% increase or the amount of CPI, whichever is less to be paid for services rendered on the basis of the years' approved joint budget). The five year agreement will allow for better planning and justify capital investments (i.e. on-line registration capabilities) to benefit both Service Provider and Gateway participants.

**TERMINATION OF AGREEMENT**

Gateway reasonably believes that funds sufficient to make all payments during the term of this Agreement can be obtained and made available; however expenditures of funds under this Agreement are subject to prior appropriation by the governing bodies of the agencies that are members of Gateway ("Member Agencies"). The Member Agencies' obligation to make payments under this Agreement will be a current expense of each Member Agency, and such obligation is not intended to be, and shall not be construed as a debt in violation of applicable law or limitations. Nothing contained in this Agreement shall be interpreted as a pledge of the Member Agencies' general tax revenues, funds or moneys. If sufficient funds are not budgeted or appropriated by the Member Agencies, or the Member Agencies have exhausted all funds legally available for such payments, Gateway will provide written notice thereof to the Service Provider as promptly as practical, and this Agreement will terminate as of the last day of which such funds are/were available. Such termination shall not constitute a default under

this Agreement. Gateway agrees that, to the extent permitted by law, it will not spend funds for services which are the same as those contracted for in this Agreement during any period covered by this Agreement if Gateway has asserted that funds are legally unavailable to make payments for such period under this Agreement.

Either party may terminate this Agreement upon written notice to the other party no less than ninety (90) day's prior to July 1 of any year of the term of this Agreement. Such termination shall not be effective until the end of the program session following the session in which the notice was given; provided that any required quarterly payment to the Service Provider that falls due within the final session during which the Agreement is effective after notice of termination, will be prorated to reflect the time during which services are actually provided. Upon termination of this Agreement, the Service Provider will request authorization from program participants and their parents/guardians to release copies of the participant program records to Gateway. Each participant record will be released to Gateway within no more than three (3) business days after receipt of authorization to release. Upon termination of this Agreement, all non-participant records concerning services the Service Provider performed for Gateway will be released to Gateway.

Anything aforesaid notwithstanding, either party may cancel this Agreement for cause during its term, and said termination for cause shall be effective immediately upon notification thereof. Cause for termination includes failure to abide by the terms of this Agreement for a period of thirty (30) days, or on a repeated basis over a longer period; a breach of the terms of this Agreement that endangers participants in the programs or results in the other party's inability to carry out its obligations under this Agreement; or failure to provide required insurance coverage.

#### **PAYMENT TO SERVICE PROVIDER**

The Service Provider will be paid quarterly for services rendered pursuant to this Agreement, on the basis of the year's approved joint budget and amendments thereto. The first payment to the Service Provider from Gateway for the fiscal year will be due on July 1, and will be in amount of one quarter (1/4) of the most recent budget or amended budget for that fiscal year.

Other quarterly payments shall be due on October 1, January 1 and April 1. The Service Provider shall invoice Gateway quarterly. In the event that any invoice is not paid within thirty (30) days of the invoice having been received, the Service Provider will have the right to assess 1% per month on the unpaid balance, all in accordance with the Local Government Prompt Payment Act.

The Service Provider shall use Gateway funds exclusively for Gateway programming and services.

## **INSURANCE**

The Service Provider shall provide Gateway with copies of a certificate or certificates of insurance from an insurance carrier providing for the following coverage's:

1. Workers' Compensation Insurance with limits as prescribed by federal and state laws.
2. Comprehensive General Liability Insurance with limits of at least \$2,000,000 for the Service Provider, with Gateway named as an additional insured. Such coverage shall cover the Service Provider and Gateway for any claim, liability, cost, expenses, or damages on account of personal injuries or death, or damages to property occurring, arising out of, incident to, or resulting directly or indirectly from the conduct of the programs and the performance of the services required to be performed by the Service Provider hereunder. The policy or policies of insurance and certificates of insurance shall provide that no cancellation or change of insurance will be effective without thirty (30) days written notice to Gateway. The Service Provider shall provide notice of reinsurance annually upon renewal date, no later than October 1.
3. Comprehensive Automobile Liability Insurance covering all vehicles utilized by the Service Provider for the transportation of program participants, with limits of at least \$1,000,000 for bodily injury for each person and each accident, and at least \$1,000,000 for property damage for each occurrence.
4. Excess/Umbrella Liability with limits of at least \$10,000,000 each occurrence and aggregate. The policy or policies of insurance and certificates of insurance shall provide that no cancellation or change of insurance will be effective without thirty (30) days written notice to Gateway. The Service Provider shall provide notice of reinsurance annually upon renewal date, no later than October 1st.

## **MUTUAL HOLD HARMLESS AGREEMENT**

Gateway, its agents, officers and successors shall not be liable and the Service Provider shall hold Gateway harmless and indemnify Gateway from any and all claims, liabilities, costs, expenses or damages, including but not limited to attorneys' fees and litigation costs, on account of personal injuries or death, or damages to property occurring, arising out of, incident to, or resulting directly or indirectly from the conduct of the programs, the performance of the services required to be performed hereunder, or any other acts of the Service Provider, its directors, officers, volunteers, agents or employees in the performance by the Service Provider of its duties hereunder, except for intentional or negligent acts of Gateway, its agents, officers and successors. The Service Provider, its directors, officers, volunteers, agents or employees shall not be liable, and Gateway shall hold the Service Provider harmless and indemnify the Service Provider from any and all claims, liabilities, costs, expenses or damages, including but not limited to attorneys' fees and litigation costs, arising out of, incident to, or resulting directly or indirectly from the acts of Gateway, its agents, officers and successors, in the performance by Gateway of its duties hereunder, except for intentional or negligent acts of the Service Provider, its directors, officers, volunteers, agents, or employees.

## **INDEPENDENT CONTRACTOR**

The Service Provider shall be deemed an independent contractor, and nothing in this Agreement is intended or to be construed to create an agency, employment, or joint venture relationship, or any other relationship which could allow Gateway to exercise control or direction over the manner or method by which the Service Provider performs services hereunder. The Service Provider hereby warrants that all personnel provided by it with respect to such services shall be employees of the Service Provider and, at all times during the course of performing services hereunder, the Service Provider's employees shall be and remain employees of the Service Provider and not employees of Gateway. The Service Provider, and not Gateway, shall be solely and exclusively responsible to pay wages; salaries; pensions; overtime, holiday, sick and vacation pay; federal and state withholding and unemployment taxes; FICA; Social Security; Medicare; health, accident and life insurance; or any other claim, obligation, demand, tax, benefit, wage or other payroll-related expense or penalty that may occur under local, state or federal law. The Service Provider shall defend, indemnify and hold Gateway harmless from any and all claims, demands, judgments and awards for such items and any other employment obligations for the Service Provider's employees. The Service Provider shall also have the sole obligation to make or cause to be made payments which may be due under the Worker's Compensation Act (820 ILCS 305/1, et seq.), and to meet any and all other obligations which an employer may have under local, state and federal laws. The Service Provider expressly waives any right or claim it might have, including those set forth in the Worker's Compensation Act, and especially those set forth in 305/1(a)(4) thereof, to recover from Gateway any worker's compensation claims, attorneys' fees, expenses or other costs on account of any injury or worker's compensation claim made by any employee of the Service Provider providing services pursuant to this Agreement.

## **SERVICE PROVIDER RESPONSIBILITIES AS INDEPENDENT CONTRACTOR**

As an independent contractor, the Service Provider shall be solely responsible for adhering to, and fulfilling, the terms and conditions as established in Attachment A.

## **OTHER CONTRACTS FOR SERVICE PROVIDER**

Gateway acknowledges that the Service Provider can provide special recreation services to other agencies or organizations that are the same or similar to those services rendered under this Agreement. The Service Provider agrees that in the course of providing like services to other organizations or agencies, the Service Provider shall not diminish nor affect services provided under this Agreement with Gateway.

## **CONFIDENTIAL INFORMATION**

During any furtherance of the Service Provider's obligations in accordance with this Agreement, the Service Provider agrees that any information received by the Service Provider that concerns the personal, financial or other affairs of individuals served by Gateway will be treated by the Service Provider in full confidence and will not be revealed to any other persons,

or organizations, except as may be required by law.

### HIPPA COMPLIANCE

Since the Service Provider is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996 ("HIPPA") it is necessary to enter into a Business Associate Agreement. A Business Associate Agreement is essentially a confidentiality and nondisclosure agreement with respect to Protected Health Information of a Covered Entity.

The Parties to this Agreement agree that records related to individuals served by the Service Provider are confidential and shall be handled in compliance with all State and Federal Laws governing such records. The Parties to this Agreement further agree that to the maximum extent reasonably possible, services will be provided in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPPA").

### APPLICABLE LAW

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of Illinois. This Agreement constitutes the entire agreement between the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations and agreements that have been made in connection with the subject matter hereof. No modification or amendment of this Agreement shall be binding upon the parties, except by a written document, signed by the parties to this Agreement. The prevailing party in any litigation shall be entitled to recover its reasonable attorneys' fees from the other party.

### SUCCESSORS AND ASSIGNS

Gateway and the Service Provider each bind their successors, assigns and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. The Service Provider shall not assign this Agreement without the written approval of Gateway.

**THIS AGREEMENT** will be in full force and effect beginning July 1, 2013 as authorized by the representative of all parties whose signatures appear below.

Gateway Special Recreation Association

By: 

Gina Hassett, Chairman

Title 

Date 7/8/13

Ray Graham Association for People With Disabilities

By: 

Kathleen Carmody

Title 

Date 7/8/13

## ATTACHMENT A

### PLANNING AND PROGRAMMING ELEMENTS

**Policies** The Gateway Board shall define areas in which it wishes to have formal policies. The Service Provider shall conduct policy research and develop policies for approval by the Board.

**Service Delivery Level** The Service Provider will, at a minimum, maintain the current level of offerings (as defined by previous season's brochures) to Gateway participants and families. Program distribution may be adjusted according to the Service Provider's philosophy and beliefs to provide services to the entire Gateway participant population in the best possible manner. It is the Gateway Board's desire that this Agreement will result in increased opportunities for all participants with disabilities who live in the Gateway communities.

**Master Calendar** The Service Provider shall develop a master calendar of all dates involving parents planning meetings, goals and objectives, budget development, days of service for each program session, seasonal program development and brochure schedule, facility usage reservations and contract adoption. The master calendar will be distributed to the Gateway Board at its August Board meeting. The Gateway Board will be notified of any changes made to the master calendar prior to their implementation.

**Program Registration** The Service Provider shall conduct the registration process for all Gateway programs. The process will include a mail-in component, as well as a drop-off component that takes place within the Gateway boundaries.

**Annual Meeting** The Service Provider and the Gateway Board shall jointly host annual parents and participants meeting during which an annual report will be given by the Service Provider and input will be solicited from participants and parents regarding Gateway's provision of services. The Service Provider's staff will address the recommendations of participants and parents when they present proposed program offerings to the Gateway Board.

**Participant/Parent Advisory Process** The Gateway Board shall appoint a Program Advisory Group, made up of (2) Board members, to work with participants, parents and staff to ensure that quality programs are provided in an effective and efficient manner.

**Goals and Objectives** The Service Provider, in conjunction with the Gateway Board, shall develop annual goals and objectives for Gateway Board approval within the time frame specified in the master calendar. The Service Provider shall provide participants and parents the opportunity to offer ideas and input regarding the development of annual goals and objectives at a meeting of the Participant and Parent Advisory Committee and through written suggestions solicited from participants and families. The Service Provider shall incorporate these ideas and input and present its draft goals and objectives for the next fiscal year at the May Gateway Board Meeting.

**Program Brochure** The Service Provider will plan three program sessions annually. The program session plans will be approved by the Gateway Board prior to any publication.

Service Provider will coordinate the development, printing and distribution of three brochures annually, which will include detailed program information on Gateway services. The cost of the brochure will be incorporated into the annual payment to Service Provider. At a minimum, the brochure quality will reflect the current production quality, and will be distributed to the homes of the participant data base, as maintained by the Service Provider and Members Agencies, 2 weeks in advance of registration deadlines.

***Participant Emergency Medical Information*** The Service Provider shall maintain detailed medical emergency profiles for each Gateway participant, and such information shall be the property of Gateway. Such information shall be readily available and accessible to all appropriate staff of the Service Provider and Gateway Board members upon completion of the appropriate release form by the participant and/or parent/legal guardian of the participant in question. The participant and/or parent/guardian will be requested to update the information annually or more often as necessary. Immediate access to information about an individual or a participant shall be granted to the program participant and/or parent/legal guardian of the participant in question. Confidentiality will be maintained.

***Program Transportation*** The Gateway Board shall appoint a Transportation Advisory Group (made up of two Board members) to make recommendations concerning the most efficient and cost effective ways to provide transportation. The Service Provider shall continue to provide transportation for Gateway utilizing vehicles made available for such usage by Gateway, supplemented by vehicles owned by the Service Provider when necessary. The Service Provider shall insure that each vehicle utilized for transporting Gateway participants is in good repair, safe and has a two way communication system that is independent of the vehicle's ability to function. For vehicles made available by Gateway, the Service Provider shall 1) arrange for and pay for vehicle insurance, inspections and license plates as covered in the budget; 2) directly bill Gateway for fuel, maintenance and repairs; 3) seek advanced approval for any non-routine maintenance or repair which exceeds \$300.

The Service Provider will arrange for and coordinate transportation for summer day camps, including door-to-door pick up and return, camp field trips and camp swimming trips. The Service Provider will strive to obtain the highest quality of service through a competitive bidding process. The Service Provider will then collect door-to-door fees as set by the Gateway Board at registration and will invoice Gateway for the difference between the contracted cost and the fees collected. Such net cost for all such services will then be paid to the Service Provider by Gateway, as budgeted in the Gateway budget. Cost above and beyond the budgeted dollars will need board approval, in advance of expenditure.

The Service Provider shall take appropriate measures to insure that adequate supervision exists at all time during Gateway sponsored transport. All drivers employed or contracted by the Service Provider shall be qualified and licensed per Illinois law. Emergency procedures shall be in place for breakdowns, accidents, extreme temperatures/weather, and other potential emergencies.

The Gateway Board reserves the right to change the way in which transportation is provided to

its participants during the term of this Agreement. Such change(s), if any, shall be made at a point in time that provides the least amount of disruption to program participants, and the Service Provider agrees to assist with any such transition and to negotiate the appropriate adjustments, if necessary, to the financial terms of this Agreement.

**Program Staff-Participant Ratios** The Service Provider shall be responsible to insure adequate levels of supervision and assistance during all programs and activities. Staff-to-participant ratios will be provided upon request by the Service Provider via the individual program budgets submitted with brochure copy for each program session.

Staffing plans will be based on an appropriate staff-to-participant ratio for the maximum number of participants in each program or event. Staffing plans may be adjusted following registration due to the following circumstances; a) program/events which will not be held due to low enrollment, b) programs/events which do not meet minimum enrollment levels but which are held, c) 1:1 or other accelerated staffing needs, and d) staffing above the maximum to remove names from a wait list. Following the first week of programs, the Service Provider shall provide the Program Committee with a staffing plan report including an estimated cost to meet 1:1 staffing needs. Thereafter, the Service Provider shall prepare an invoice for additional staffing costs and present it to the Gateway Board at the end of each session, to accompany the end of session status report.

**Program Locations** The Service Provider shall 1) make every attempt to provide an equitable geographic distribution of services, 2) make every attempt to utilize the facilities of Member Agencies in accordance with the Gateway By-Laws, and 3) secure the appropriate contracts for all program locations.

**Program Cancellations/Rescheduling** The Service Provider shall endeavor to keep program location changes to an absolute minimum. When a program is canceled for any reason, all participants will be given no less than 24 hour notice, whenever possible. Program cancellations and rescheduling are to be included in seasonal summary reports.

**Additional Programs** Both parties are encouraged to present new initiatives to be discussed jointly.

## **BUDGET ELEMENTS**

**Fundraising** The Service Provider will support fundraisers in conjunction with the Gateway Board to assist in securing income from sources other than the Gateway Member Contributions and Private Fees.

**Budget Parameters** Budget parameters will be mutually established and agreed upon by the parties on an annual basis.

**Budget Schedule** The Service Provider shall develop and submit to the Gateway Board a preliminary fiscal year proposed budget on or before March 1 and a final fiscal year proposed budget for Gateway Board approval at the May meeting. The budget shall include anticipated

costs and revenues for services for the fiscal year beginning July 1 and ending June 30.

**Fee Policy** Participants in programs may be charged a fee for their participation. Some events by their nature or sponsorship may not incur a fee. The Service Provider shall prepare a schedule of program fees which shall be reviewed by the Gateway Board as part of the annual budget. Gateway's current schedule of fees is based on the following:

Residents of Member Agencies shall be charged no more than the following percentages of the total calculated costs of running a program-100% admission fees, 100% of program supplies, 50% of facility and equipment rental, 50% of all direct program staff, and 50% for any transportation costs, excluding summer day camp. All direct program costs not covered by program fees are included in contract payments made to the Service Provider. Those not residing within a Member Agency shall be charged 125% of the total calculated costs for the program.

The Gateway Board reserves the right to adjust fee component percentages at any time. In the event of any changes, the Service Provider will receive no less than 60 days' notice in advance of the beginning of the next programming season.

**Late Fee Policy** The Service Provider may implement a late pick-up procedure for parents who disregard scheduled pick-up times. This procedure may include a late pick-up fee, as deemed appropriate by the Service Provider.

**Financial Assistance** In order to make programs available to all Gateway residents, regardless of their economic situation, the Gateway Board may, at its sole discretion, provide financial assistance to participants and/or their families. The Service Provider shall propose, and the Gateway Board shall approve, policies and procedures for the disbursement of financial assistance including eligibility, application processes and selection criteria. All information furnished by applicants shall be kept confidential by the Service Provider, and will not be released without the applicant's written permission, unless such release is required by law.

## **MARKETING ELEMENTS**

**Reporting** The Service Provider will provide marketing objective(s) for Gateway programs and services as part of the annual Goals and Objectives process. In addition, the Service Provider will prepare a report of all marketing efforts at the end of each session for the Gateway Board.

**Gateway Brochure** Whenever possible, all programs and activities will be included in the seasonal brochure.

**Target Audience** The Service Provider shall market primarily to the disabled population through the seasonal brochure, flyers, news releases, direct mail and other methods within the guidelines and numbers established in the annual Goals and Objectives.

**Outreach Programs** Leisure Education/Outreach Programs will be undertaken with interested Member Agencies within the guidelines and numbers established in the annual Goals and

**Communication** The Service Provider will openly and effectively communicate with all Gateway users.

**Identification of Potential Users** The Service Provider and Gateway Board will develop strategies, through the annual Goals and Objectives, to identify potential users from within the Member Agencies populations. Strategies will be developed and implemented for marketing Gateway programs to potential users. Potential user is defined as a person with a disability who lives within the Gateway boundaries and does not participate in Gateway Programs.

## **INCLUSION ELEMENTS**

**Inclusion in Programs** The Gateway Agencies and Board recognize and value the benefits of inclusion in all recreation programs. Requests for inclusion of non-special needs populations will be evaluated on a case-by-case basis and all decisions will be made in accordance with all applicable laws, and based on what is in the best interest of the program and the participants. In accordance with the purpose of the specific program offering, and subject to the review and approval of the Gateway Board, the Service Provider will determine which program offerings are eligible for inclusive opportunities, including non-disabled sibling participation.

**Registration Procedures** The mission of the Gateway is to accommodate all participants with disabilities. Priority placement shall be given to people with disabilities over people without disabilities in programs that reach their maximum number of participants prior to the start of the program. In addition, priority to register shall be given to Gateway community residents over non-residents and registration cut-off dates shall be established by the Service Provider to ensure adequate time for program preparation.

**Inclusion Training for Member Agencies** The Service Provider will provide inclusion training sessions as requested by Member Agencies. When such assistance is likely to cause the Service Provider to incur direct costs beyond allocations made in the general budget, those costs and the reimbursement thereof will be identified in advance of the implementation of these services, and will be the responsibility of the requesting Member Agency.

**Provision of Inclusion Aides to Member Agencies** The Service Provider will refer inclusion aides to Member Agencies on an as-needed basis, with the cost for the inclusion aide to be paid by the respective Member Agency.

## **STAFFING ELEMENTS**

**Staffing** The Gateway Board shall appoint a Staffing Advisory Group, made up of two Board members, to work with the Service Provider to ensure that there is adequate staff to provide quality services and to provide a forum for addressing staffing issues.

**Qualifications - Staff** The Service Provider shall provide administrative and program staff to directly administer and evaluate programs offered under this Agreement. Staff should be qualified via education, experience and certification for the level of the position which they occupy (Certified Leisure Professional and Certified Therapeutic Recreation Specialist preferred for administrative staff). The Service Provider shall maintain job description for all employees.

**Evaluations** The Service Provider shall conduct regular performance evaluations of all staff.

## **REPORTING ELEMENTS**

**Assessment of User Satisfaction** The Service Provider will conduct user satisfaction surveys for all programs and services. The survey results will be shared with the Gateway Board.

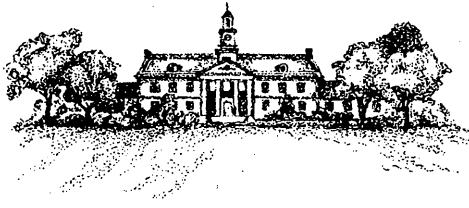
**Program Data** The Service Provider will provide the Gateway Board with program data after each session which describes 1) number of participants served by the program and their city or village of residence, and 2) an actual participant analysis. The Gateway Board may request additional data from the Service Provider.

**Financial Data** The Service Provider will provide the Gateway Board with detailed year-end financial reports. The Gateway Board may request additional data from the Service Provider.

## **GENERAL PERFORMANCE EXPECTATIONS OF THE SERVICE PROVIDER**

1. The Service Provider demonstrates a commitment to using positive approaches in all service and support activities.
2. The Service Provider's practices and staff demonstrate sensitivity and concern for personal dignity and respect.
3. The Service Provider implements procedures for investigation and intervention in all instances of alleged abuse and neglect.
4. The Service Provider owns, operates or leases buildings that comply with all applicable fire and sanitation codes.
5. The Service Provider is in compliance with state and federal physical accessibility codes.
6. The Service Provider is in compliance with the provisions and requirements of the American with Disabilities Act (ADA) as these relate to the provision of recreation opportunities and services.
7. The Service Provider implements procedures for meeting all emergencies, such as fire, severe weather and health.
8. The Service Provider implements employment screening procedures that minimize unnecessary or unreasonable risk.
9. The Service Provider has a budgeting and accounting system in place.
10. The Service Provider has an annual independent audit of its fiscal activities.

11. The Service Provider's personnel practices meet all state and federal Fair Labor regulations.
12. The Service Provider provides opportunities for staff training and personal development.
13. The Service Provider regularly evaluates and provides feedback to its staff on their performance.
14. The Service Provider trains its employees to be individual-oriented and service-focused.
15. The Service Provider conducts an ongoing evaluation of success in achieving desired outcomes.
16. The Service Provider includes input and involvement from people served and others in its evaluation and planning activities.
17. The Service Provider has high programming standards and reacts in a timely fashion if found to be deficient.
18. The Service Provider provides a healthy and safe working environment for staff and programming environment for participants.
19. In all of the above, the Service Provider respects the dignity, confidentiality and rights of the disabled population it serves.



3a

**To: Chairman Banke and Members of the Parks & Recreation Commission**

**From: Gina Hassett, Director of Parks & Recreation**

**Date: October 9, 2015**

**Subject: October Staff Report**

The following is a summary of activities completed by the Parks and Recreation Department during the month of September to date.

### **Katherine Legge Memorial Lodge**

Through August, rental revenue increased 30% (\$21,565) over the prior year due to increased usage and increased rental fees. Rental revenue for the month of August is \$24,775, which is a decrease of 3% (\$575) over the same period of the prior year. In August, there were nine events held at the Lodge, which is a decrease of four events than the prior year. Expenses are trending 20% (\$13,890) lower than the prior year.

REVENUES	August		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
KLM Lodge Rental	\$25,350	\$24,775	\$69,454	\$91,019	\$21,565	\$160,000	57%	\$16,000	434%
Caterer's Licenses	\$500	\$0	\$12,000	\$13,266	\$1,266	\$15,000	88%	\$16,800	71%
<b>Total Revenue</b>	<b>\$25,850</b>	<b>\$24,775</b>	<b>\$81,454</b>	<b>\$104,285</b>	<b>\$22,831</b>	<b>\$175,000</b>	<b>60%</b>	<b>\$32,800</b>	<b>248%</b>
EXPENSES	August		YTD		Change Over the Prior year	2015-16 Annual Budget	FY 15-16 % of budget	2014-15 Annual Budget	FY 14-15 % of budget
	Prior Year	Current Year	Prior Year	Current Year					
<b>Total Expenses</b>	<b>\$19,850</b>	<b>\$13,227</b>	<b>\$68,927</b>	<b>\$55,037</b>	<b>(\$13,890)</b>	<b>\$199,700</b>	<b>28%</b>	<b>\$174,511</b>	<b>39%</b>
<b>Net</b>	<b>\$6,000</b>	<b>\$11,548</b>	<b>\$12,527</b>	<b>\$49,248</b>					

The capital improvement plan includes funds to replace the Lodge carpet and banquet chairs. Staff is having ongoing meetings with a vendor to develop the specifications for the carpet replacement. Once they are developed the carpet replacement will be put out to formal bid. The chairs will be replaced after the carpet to ensure the colors are complementary.

### **Platform Tennis**

The platform tennis season will start the first week of October. Letters have gone out to past platform members. When league play begins, staff will work with the Hinsdale Platform Tennis Association (HPTA) to ensure that individuals playing in their leagues purchase a membership. Per HPTA's court license agreement with the Village, all HPTA league players are required to have a current Village membership. Membership fees are beginning to come in



and the bulk of membership revenue will post in October. Below is a summary of current membership revenue.

**Platform Tennis Membership Summary**

		2012		2013		2014		2015						
Memberships as of 9/25/15	Fees	Total Members	Revenue	Total Members	Revenue	Total Members	Revenue	New Members	Renewal Members	Total Members	Change of over Prior Year	Revenue YTD	Change over Prior Yr.	% of Change Over Prior Year
Resident Individual	\$120	73	\$8,520	86	\$9,720	79	\$9,240	2	39	41	-38	\$4,920	-\$4,320	-47%
Resident Family														
	\$175	37	\$6,630	36	\$6,038	28	\$4,725	4	11	15	-13	\$2,450	-\$2,275	-48%
Resident Family Secondary	\$0	91	\$0	83	\$0	74	\$0	13	26	39	-35	\$0	\$0	0%
Resident Total		201	\$15,150	205	\$15,758	181	\$13,965	19	76	95	-86	\$7,370	-\$6,595	-47%
Non-Resident Individual	\$289	61	\$17,051	90	\$24,276	102	\$26,908	5	44	49	-53	\$14,161	-\$12,747	-47%
Non-Resident Family	\$345	13	\$4,830	13	\$3,968	16	\$5,865	0	8	8	-8	\$2,760	-\$3,105	-53%
Non-Resident Secondary	\$0	35		35	\$0	56	\$0	1	23	24	-32	\$0	\$0	0%
Non-Resident Total		109	\$21,881	138	\$28,244	174	\$32,773	6	75	81	-93	\$16,921	-\$15,852	-48%
Sustaining Lifetime	\$0	335		298	\$0	291	\$0	0	291	291	0	\$0		
New Lifetime Members	\$1,500	3	\$4,380	0	\$0	0	\$0	0	0	0	0	\$0		
Total Membership Revenue		955	\$37,031	984	\$44,002	1001	\$46,738	50	593	643	-358	\$24,291	-\$22,447	-48%

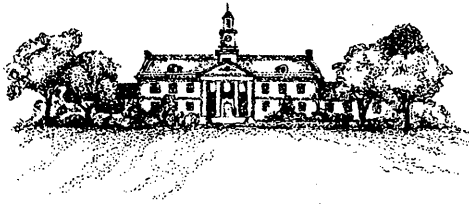
Lesson information for platform tennis has been included in the fall brochure. Mary Doten, per her agreement with the Village, teaches and coordinates lessons. This is year two of the agreement with Ms. Doten. The terms are that Ms. Doten pays the Village 10% of her gross lesson revenue. HPTA has requested that a compensation package be developed for Ms. Doten that would pay her for her time managing the court operation. Staff is evaluating the duties that Ms. Doten performs to see if there are funds in the budget to cover this position.

The week of September 28<sup>th</sup> Riley Green Mountain was out to the courts to complete additional repairs to the snow boards and court screens. Staff evaluated the conditions of the warming hut; it was found that the carpet is in need of replacement.

The replacement of the walkways around the courts is included in the capital improvement plan for FY 16/17. Staff has been meeting with contractors to review material options for the project.

## Community Pool

The Community Pool closed on September 7<sup>th</sup> for the season. Public Services and Parks and Recreation staff completed a walkthrough of the facility to assess maintenance issues. It was determined that during the season portions of the lap pool walls have deteriorated. In some areas the caulk between the stainless steel gutter and pool walls is missing and in other areas it is brittle and dry. Staff speculates the caulk was last installed during the pool installation in 1992. When the caulk is missing it allows water to pass behind the walls causing damage. There are several spots where it is apparent that water has gotten behind the walls resulting in the cracking. The areas that are of most concern are located below the tile wall targets on the north and south walls. The grout between the target tiles is falling out allowing water to penetrate causing additional damage.



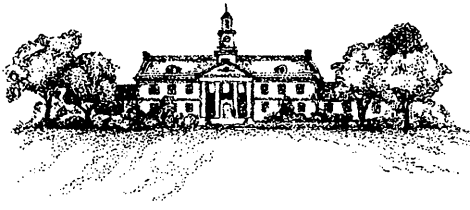
In 2012, the target tiles on the east and west end failed and were removed. The remaining tiles are in the lap pool on the north and south end of the 25 yard lap lanes and on the bottom of the 50 meter lanes. The tiles on the bottom of the lap pool are not damaged, preventively the area should be grouted in spring of 2016 when the lap pool is painted.

The repair work started the week of September 21<sup>st</sup> which includes the removal and patching of the tile targets on walls of the lap pool, and removal and replacement of caulk and patching to damaged areas of the lap and diving pool walls. Currently there is no damage to the walls of the dive well however the condition of the existing caulk is the same as the lap pool and to prevent damage should be replaced. The cost to make the repairs is \$3,457. The work is estimated to be completed September 30<sup>th</sup> which will allow for the areas to cure before the winter weather arrives.

### Financial Summary

Pool revenues increased 1% (\$3,860) over the prior year; the largest contributing factor is an increase of 15% (\$7,253) in daily fees. Expenses decreased 17% (\$56,802) over the prior year; the largest contributing factor is a decrease of 20% (\$37,287) in personnel costs. Staff is preparing the annual pool report to be presented at the November Parks & Recreation meeting. The financial summary below includes yearend estimated actuals.

	2014-15 Actual	2015-16 Budget	2015-16 Actual	2015-16 Estimated Actual	Difference Over budget	% Of Budget	Difference Over Prior Year	% Over Prior Year
<b>REVENUE</b>								
Membership	139,690	172,000	140,587	140,587	-31,413	82%	897	1%
Daily Fees	47,747	65,000	50,636	55,000	-10,000	85%	7,253	15%
Locker Revenue	0	0	0	0	0	0%	0	0%
Concession	8,000	8,000	4,100	8,000	0	100%	0	0%
Class Revenue	37,549	39,700	35,500	35,500	-4,200	89%	-2,049	-5%
Resident Class	25,232	26,500	19,586	19,586	-6,914	74%	-5,646	-22%
Non-resident Class	4,022	5,200	6,339	6,339	1,139	122%	2,317	58%
Private Lessons	8,295	8,000	9,575	9,575	1,575	120%	1,280	15%
Misc. Pool Revenue (Rentals)	23,112	26,000	26,945	26,945	945	104%	3,834	17%
Town Team Fees	17,286	24,500	13,433	13,433	-11,068	55%	-3,854	-22%
10 Visit Pass	24,123	22,000	21,902	21,902	-98	100%	-2,221	-9%
<b>Total Revenue</b>	<b>297,506</b>	<b>357,200</b>	<b>293,102</b>	<b>301,366</b>	<b>-55,834</b>	<b>84%</b>	<b>3,860</b>	<b>1%</b>
<b>OPERATING EXPENSES</b>								
Personnel Services	184,787	166,858	146,345	147,500	-19,358	88%	-37,287	-20%
Contractual Services	33,123	22,750	18,777	21,500	-1,250	95%	-11,623	-35%
Other Services (utilities & printing)	45,303	36,500	20,199	36,000	-500	99%	-9,303	-21%
Materials & Supplies	31,081	30,950	19,126	27,000	-3,950	87%	-4,081	-13%
Repairs & Maintenance	42,295	37,000	42,952	46,500	9,500	126%	4,205	10%
Other Expense (sewer & bank fees)	5,014	6,700	2,294	6,300	-400	94%	1,286	26%
<b>Total Operating Expenses</b>	<b>341,602</b>	<b>300,758</b>	<b>249,693</b>	<b>284,800</b>	<b>-15,958</b>	<b>95%</b>	<b>-56,802</b>	<b>-17%</b>
<b>Operating Income (Loss)</b>	<b>-44,096</b>	<b>56,442</b>	<b>43,409</b>	<b>16,566</b>	<b>-39,876</b>	<b>29%</b>	<b>60,662</b>	<b>-138%</b>
Capital Outlay	14,078	14,000	6,524	6,524	-7,476	47%	-7,554	-54%
<b>Net Income (Loss)</b>	<b>-58,174</b>	<b>42,442</b>	<b>36,885</b>	<b>10,042</b>	<b>-32,400</b>	<b>24%</b>	<b>-48,132</b>	<b>-117%</b>



## **Community Survey**

Over the past three years, the Village has seen a decline in pool memberships. In an effort to determine the reason for this decline, staff proposed to survey residents, focusing on non-pool users to find out their needs as it relates to swimming. In addition, it was determined that it would be beneficial to expand the survey to gain feedback regarding residents' overall recreational needs. The data collected through a survey will be used to help to refine current service offerings and determine long range plans for the Community Pool.

The Village will be working with Eastern Illinois University to administer the survey through its undergraduate Recreation Administration program for a cost of \$1,850. The survey will be conducted as part of the 2015 fall semester course work; preliminary data from the survey will be available in January of 2016. The students, with oversight, will administer the survey which will include staff and stakeholder interviews, survey development, data collection, analysis, and results. Staff and the Parks & Recreation Commission will work with the students to develop and review the survey questions. The first phase of the project is underway, stakeholder interviews have been conducted. It is anticipated that a draft survey will be provided to the staff for review the week of October 5<sup>th</sup>.

## **Fall Brochure & Activities**

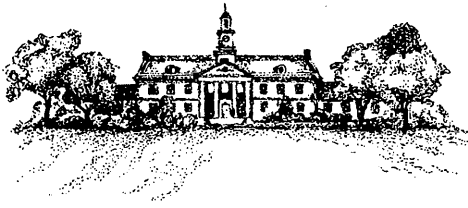
Staff is finalizing the plans for the annual Fall Festival scheduled for Saturday, October 24<sup>th</sup>; there has been a date change as the facility is not available for the original date of October 17<sup>th</sup>. The event will be held at the grounds of the Hinsdale Middle School (HMS). This is the fourth year the event will be held at HMS. The event will be outdoors, but if there is inclement weather the event will be held indoors at the school. This event is coordinated by the Village and in partnership with the Hinsdale Library, Hinsdale Chamber of Commerce, and The Hinsdalean.

Staff is also in the early planning stages for its winter holiday events. The Holiday Express, formerly known as the Polar Express, is scheduled for Sunday, December 6<sup>th</sup>. Due to the popularity of the event and limited slots provided by Metra, a lottery system is utilized for registration of this event; the deadline to register for the lottery is November 11<sup>th</sup>. Registered participants take the train from Hinsdale to the Aurora station and participants enjoy a buffet, entertainment, crafts and visits with Santa at the Two Brothers Roundhouse banquet facility.

On Saturday, December 12<sup>th</sup>, families can enjoy Breakfast with Santa at Katherine Legge Memorial Lodge. The event includes a continental breakfast and a visit with Santa.

## **Website**

Staff has been working to update the Village's new website including adding content, forms, photos and brochure content.



---

## **Brochure**

The department prints three program brochures each year. The Institute of Basic Life Principles (IBLP) has been printing the brochure for over thirty years. When the brochure was printed in black and white, IBLP, printed the piece free of charge. IBLP has communicated to staff that they are moving their printing operations to Texas which means they will no longer print the brochure. Staff has secured pricing from other printers. The costs will remain within budget and will be completed on the current brochure schedule.

## **Field/Park Updates**

### **Burns Field Tennis Court Project**

The capital improvement plan includes \$165,000 for improvements to the Burns Field tennis courts. High School District 86 has authorized a contribution of \$50,000 towards the project. Design Perspectives was retained by the Village to draft the bid specifications and to manage the Burns Field tennis court improvement project. At the July 30<sup>th</sup> Village Board meeting, a contract was awarded to Allstar Asphalt in the amount of \$167,681 to complete the project.

The scope of work includes the replacement of the court surface, new fence material, new nets and posts and painting of the existing fence posts. The second layer of asphalt was laid on September 17<sup>th</sup>. The asphalt surface must cure for at least 14 days before the color coating can be completed. The fence posts have been painted and new material has been hung. It is estimated that the project will be completed by mid-October. Staff has shared the timeline with District 86 so that they can plan accordingly for their tennis program.

### **Athletic Fields**

Staff has been coordinating fall field use with community athletic organizations. Usage includes soccer, football, and tennis, cross country and lacrosse activities. Public Service's personnel have begun laying out the athletic fields and will stripe them weekly through the first week in November.

KLM has been host to both Hinsdale Central and Hinsdale Middle School cross country meets. On October 31<sup>st</sup>, Hinsdale Central will host a sectional meet at KLM.

Falcon Football is utilizing space at Oak School and Peirce Park for practices and games that will be held at Brook Park. Given the high attendance previously experienced for Falcon Football games, a letter was sent to residents that reside near Brook Park to inform them of the park schedule. AYSO Soccer will practice and play games at a variety of Village fields. Veeck Park will be utilized for competitive soccer programs. Lacrosse programs will utilize KLM Park.



36

**To: Chairman Banke and Members of the Parks & Recreation Commission**

**From: Gina Hassett, Director of Parks & Recreation**

**Date: October 9, 2015**

**RE: August FY 2015/16 Parks & Recreation Financial Report**

Attached are the preliminary Parks and Recreation Department financial results for August 2015; this is the fourth month of the FY 2015-16 budget year.

### **PARKS**

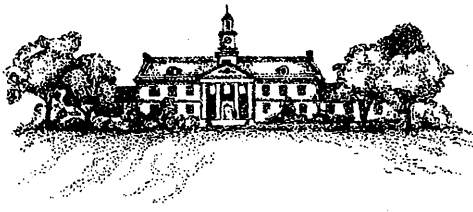
Revenue for field and picnic shelter rentals increased 7% (\$1,823) over the prior year. Field rental revenue increased 3% (\$478) for the same period of the prior year. Picnic shelter rental revenue increased 17% (\$1,345) due to increase in usage.

Park operating expenses are down 10% (\$23,967) over the prior year. Personnel services are up 26% (\$27,278) over the prior year due to salary increases, reallocation of staffing and seasonal staff wages. In the prior fiscal year there was a staff vacancy resulting in budget variance for personnel expenses. Contractual expenses are down 50% (\$51,940) over the prior year due in part to the timing of invoices posting and the reallocation of mowing services. The cost of \$22,602 to mow Village right of ways has been reallocated from the Park to the Public Services budget. Staff continues to closely monitor the mowing expenses.

The capital budget includes \$231,000 for park improvements. The break down includes \$50,000 for improvements at the former Arts Center, \$165,000 for the reconstruction of the Burns Field Tennis courts and \$16,000 for the Veeck Park walking path. The Burns Field project is moving forward. On July 31st the Village Board awarded a contract in the amount of \$167,681 to Allstar Asphalt. With construction oversight, the total project cost is \$170,481 will result in the project being over budget by \$5,481. High School District 86 has contributed \$50,000 towards the project, which will reduce the budget variance resulting in a cost of \$120,481 to the Village. During the review of the five year capital improvement plan, the Village Board recommended that staff defer the Veeck walking path until FY 2017-18.

### **PROGRAMS**

Through the month of August, program revenue decreased 22% (38,500) over the prior year. Athletic program revenue decreased 19% (\$16,882) over the prior year; this is a result of decreased registration in the tennis lesson and sports camp programs. Staff is evaluating the programs; however inconsistent weather seems to be a contributing factor to the drop in enrollment. Early childhood programming registration revenue is down 15% (\$4,809) over the prior year. This is the result in discontinued programming with the our current early childhood vendor, Kaleidoscope. Staff continues to increase programming opportunities for early childhood classes through cooperative programming with Clarendon Hills and Burr Ridge Park District. Fitness revenue decreased 61% (\$12,456) over the prior year due to decline in the



summer karate program. All of the above programs are contractual; revenues and expenses are directly related to offsetting contractual expenses.

Recreation expenses are down 28% (\$68,157) over the same period of the prior year. Contractual expenses, which includes the payment for program services decreased 36% (\$53,362) due to decreased enrollment.

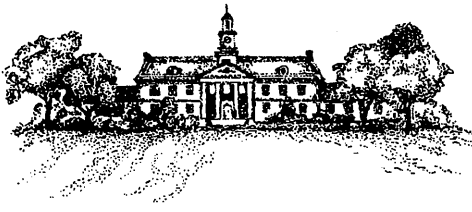
### **Katherine Legge Memorial Lodge**

Through August, rental revenue increased 31% (\$21,565) over the prior year due to increased usage and increased rental fees. Rental revenue for the month of August is \$24,775, which is a decrease of 3% (\$575) over the same period of the prior year. In August, there were nine events held at the Lodge, which is a decrease of four events than the prior year. Expenses are trending 20% (\$13,891) lower than the prior year.

### **Community Pool**

Through August, pool revenues increased 6% (16,721) over the prior year. A decline of resident pass sales of 16% (\$21,686) accounts for the majority of the decline. Non-Resident pass sales, which includes the Neighborly pass revenue, is up 452% (\$22,582) over the prior year. Daily fee revenue increased 12% (\$4,968) over the prior year; August weather was warmer than the prior year. Resident swim lesson decreased 22% (\$5,646) over the prior year. Miscellaneous pool revenue increased 198% (\$17,097) over the same period of the prior year; this is a result in billing being done earlier than the prior year. 10-visit pass revenue decreased 9% (\$2,150) for the same period of the prior year. Pool revenues have been affected by the unseasonable and wet weather that occurred in May and June.

Pool operating expenses decreased 15% (\$36,590) over the prior year. Personnel expenses decreased 20% (\$36,232) over the prior year.



---

To: Chairman Banke and Members of the Parks & Recreation Commission

From: Gina Hassett, Director of Parks & Recreation

Date: October 9, 2015

RE: Melin Ice Rink Request

---

For the last six years, with the permission of the Village Board, a group of residents have constructed an ice skating rink at Melin Park. The residents are asking for permission to construct a rink that is 40'x70' at the east end of Melin Park for the 2015-16 winter season. If approved, Public Service staff will inspect the rink to ensure the site is safe. In the past the Village crews have filled the rink and the Village covered the cost of the water used. The resident group maintains the ice and contacts the Village if additional water is needed. The residents are asking for the Village to provide and pay for the water for the upcoming season. The cost of water used at the Melin rink in the past has been less than \$100.

The Melin Park ice rink provides additional opportunities for residents to ice skate beyond what is provided by the Village. The access of the rink is open to the public. The Village will provide signs to the residents that can be utilized at the rink, this will allow them to monitor and post signs to indicate that the rink is open or closed for skating.

# Parks Recreation Revenue/Expense Summary

**August FY 2015-16**

*Preliminary Numbers*

## DEPT. 3101

	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>ADMIN. AND SUPPORT</b>							
<b>Expenses</b>							
Personnel Services	229,647	66,931	29%	208,980	67,455	-524	-1%
Professional Services	0	0	0%	0	0	0	0%
Contractual Services	0	204	0%	0	0	204	0%
Other Services	7,550	1,364	18%	8,000	2,658	-1,294	-49%
Materials & Supplies	2,200	953	43%	2,600	1,421	-468	-33%
Repairs & Maintenance	150	908	605%	150	895	13	1%
Other Expenses	4,230	48	1%	3,880	2,036	-1,988	-98%
Risk Management	30,980	1,659	5%	32,830	126	0	0%
<b>Total-Operating Expenses</b>	<b>274,757</b>	<b>72,067</b>	<b>26%</b>	<b>256,440</b>	<b>74,591</b>	<b>-2,524</b>	<b>-3%</b>

## DEPT. 3301

	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>PARKS MAINTENANCE</b>							
<b>Revenues</b>							
Field Fees	38,000	18,984	50%	38,000	18,506	478	3%
Picnic Fees	10,500	9,350	89%	8,005	8,005	1,345	17%
<b>Total Revenues</b>	<b>48,500</b>	<b>28,334</b>	<b>58%</b>	<b>46,005</b>	<b>26,511</b>	<b>1,823</b>	<b>7%</b>
<b>Expenses</b>							
Personnel Services	376,456	130,337	35%	364,499	103,059	27,278	26%
Contractual Services	131,376	51,186	39%	125,000	103,126	-51,940	-50%
Other Services	1,850	125	7%	2,100	531	-406	-76%
Materials & Supplies	48,300	18,327	38%	58,450	14,188	4,139	29%
Repairs & Maintenance	53,500	12,673	24%	49,000	15,711	-3,038	-19%
Other Expenses	2,495	0	0%	1,000	0	0	0%
<b>Total-Operating Expenses</b>	<b>613,977</b>	<b>212,648</b>	<b>35%</b>	<b>600,049</b>	<b>236,615</b>	<b>-23,967</b>	<b>-10%</b>
<b>Capital Outlay</b>							
Motor Vehicles	0	0	0%	81,000	81,000	-81,000	0%
Park/Playground	0	0	0%	150,000	143,652	-143,652	-100%
Lands/Grounds	181,000	2,100	1%	112,000	95,607	-93,507	-98%
Buildings	50,000	0	0%	50,000	50000	-50000	0%
<b>Total Capital Outlay</b>	<b>231,000</b>	<b>2,100</b>	<b>1%</b>	<b>393,000</b>	<b>370,259</b>	<b>-368,159</b>	<b>-99%</b>
<b>Total Expenses</b>	<b>844,977</b>	<b>214,748</b>	<b>25%</b>	<b>993,049</b>	<b>606,874</b>	<b>-392,126</b>	<b>-65%</b>

## DEPT.3420

	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>RECREATION SERVICES</b>							
<b>Revenues</b>							
Registration & Memberships	308,000	134,131	44%	172,631	172,631	-38,500	-22%
Misc. Income	2,000	0	0%	6,000	5,795	-5,795	-100%
<b>Total Revenues</b>	<b>310,000</b>	<b>134,131</b>	<b>43%</b>	<b>178,631</b>	<b>178,426</b>	<b>-44,295</b>	<b>-25%</b>
<b>Total Expenses</b>							
Personnel Services	94,721	49,992	53%	93,841	48,958	1,034	2%
Contractual Services	266,419	95,901	36%	259,530	149,263	-53,362	-36%
Other Services	59,650	18,548	31%	60,750	20,545	-1,997	-10%
Materials & Supplies	11,680	2,616	22%	13,200	3,573	-957	-27%
Other Expenses	8,220	2,266	28%	8,370	3,156	-890	-28%
Repairs & maintenance	17,000	5,810	34%	17,000	0	5,810	0%
Capital Outlay	0	0	0%	20,000	17,795	-17,795	-100%
<b>Total Expenses</b>	<b>457,690</b>	<b>175,132</b>	<b>38%</b>	<b>472,691</b>	<b>243,289</b>	<b>-68,157</b>	<b>-28%</b>

# Parks Recreation Revenue/Expense Summary

**August FY 2015-16**

DEPT.34-BY DEPARTMENT

RECREATION SERVICES	FY 15-16 Budget	FY 15-16 TO DATE	Preliminary Numbers		FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
			FY 15-16 % of Budget	FY 15-16 % of Budget				
<b>3421 General Interest</b>								
Revenues	20,000	6,893	34%		9,171	9,171	-2,278	33%
Expenses								
Personnel Services	0	0	0%		0	0	0	0%
Contractual Services	10,000	1,305	13%		16,500	6,187	-4,882	-79%
Other Services	0	0	0%		0	0	0	0%
Materials & Supplies	0	0	0%		0	0	0	0%
Repairs & Maintenance	0	0	0%		0	0	0	0%
Other Expenses	0	0	0%		0	0	0	0%
<b>Total Expenses</b>	<b>10,000</b>	<b>1,305</b>	<b>13%</b>		<b>16,500</b>	<b>6,187</b>	<b>-4,882</b>	<b>-79%</b>
<b>3422 Athletics</b>								
Revenues	130,000	71,364	55%		88,246	88,246	-16,882	-19%
Expenses								
Personnel Services	1,615	0	0%		2,515	486	-486	-100%
Contractual Services	95,000	18,147	19%		82,000	61,358	-43,211	-70%
Other Services	1,300	0	0%		0	0	0	0%
Materials & Supplies	0	0	0%		1,500	643	-643	-100%
Other Expenses	0	0	0%		0	0	0	0%
<b>Total Expenses</b>	<b>97,915</b>	<b>18,147</b>	<b>19%</b>		<b>86,015</b>	<b>62,487</b>	<b>-44,340</b>	<b>-71%</b>
<b>3423 Cultural Arts</b>								
Revenues	7,000	3,914	56%		7,069	7,069	-3,155	-45%
Expenses								
Personnel Services	4,306	943	22%		4,306	861	82	10%
Contractual Services	2,500	400	16%		0	4,018	-3,618	-90%
Other Services	0	0	0%		0	0	0	0%
Materials & Supplies	0	0	0%		0	0	0	0%
Other Expenses	0	0	0%		0	0	0	0%
<b>Total Expenses</b>	<b>6,806</b>	<b>1,343</b>	<b>20%</b>		<b>4,306</b>	<b>4,879</b>	<b>-3,536</b>	<b>-72%</b>
<b>3424 Early Childhood</b>								
Revenues	47,000	26,949	57%		31,758	31,758	-4,809	-15%
Expenses								
Personnel Services	15,609	18,504	119%		15,609	19,658	-1,154	-6%
Contractual Services	14,000	3,907	28%		21,000	1,550	2,357	152%
Other Services	0	0	0%		0	0	0	0%
Materials & Supplies	1,350	1,187	88%		1,150	1,043	144	14%
Other Expenses	0	0	0%		0	50	-50	-100%
<b>Total Expenses</b>	<b>30,959</b>	<b>23,598</b>	<b>76%</b>		<b>37,759</b>	<b>22,301</b>	<b>1,297</b>	<b>6%</b>

DEPT.3420-BY DEPARTMENT

RECREATION SERVICES	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>3425 Fitness</b>							
Revenues	33,000	7,800	24%	20,256	20,256	-12,456	-61%
Expenses							
Personnel Services	0	0	0%	0	0	0	0%
Contractual Services	16,000	3,159	20%	11,000	5,457	-2,298	-42%
Other Services	0	0	0%	0	0	0	0%
Materials & Supplies	0	0	0%	0	0	0	0%
Other Expenses	0	0	0%	0	0	0	0%
<b>Total Expenses</b>	<b>16,000</b>	<b>3,159</b>	<b>20%</b>	<b>11,000</b>	<b>5,457</b>	<b>-2,298</b>	<b>-42%</b>

# Parks Recreation Revenue/Expense Summary

August FY 2015-16

## 3426 Platform Tennis

Revenues	Preliminary Numbers				VARIANCE		% of Change
	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	OVER PRIOR YEAR	
Memberships/Lessons	50,000	9,973	20%	8,592	8,592	1,381	16%
Grant funding	0	0	0%	0	0	0	0%
Lifetime and donations	0	0	0%	0	0	0	0%
	50,000	9,973	20%	8,592	8,592	1,381	16%
<b>Expenses</b>							
Personnel Services	0	0	0%	0	0	0	0%
Contractual Services	9,919	2,072	21%	8,480	3,185	-1,113	-35%
Other Services	3,500	458	13%	3,500	88	370	420%
Materials & Supplies	950	0	0%	100	0	0	0%
Repairs and Maintenance	15,000	5,810	39%	15,500	0	5,810	0%
Other Expenses	50	50	100%	50	0	50	0%
<b>Total Operating Expenses</b>	<b>29,419</b>	<b>8,390</b>	<b>29%</b>	<b>27,630</b>	<b>3,273</b>	<b>5,117</b>	<b>156%</b>
<b>Capital Outlay</b>							
Courts project	0	0	0%	0	0	0	0%
Resurfacing/skirting	0	0	0%	20,000	17,795	-17,795	-100%
<b>Total Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>20,000</b>	<b>17,795</b>	<b>-17,795</b>	<b>-100%</b>
<b>Total Expenses</b>	<b>29,419</b>	<b>8,390</b>	<b>0%</b>	<b>47,630</b>	<b>21,068</b>	<b>-12,678</b>	<b>-60%</b>

## 3427 Special Events

<b>Revenues</b>	<b>21,000</b>	<b>7,238</b>	<b>34%</b>	<b>7,539</b>	<b>7,539</b>	<b>-301</b>	<b>-4%</b>
<b>Expenses</b>							
Personnel Services	2,153	4,006	186%	2,153	2,891	1,115	39%
Contractual Services	30,000	18,073	60%	30,000	17,521	552	3%
Other Services	1,250	1,396	112%	2,000	682	714	105%
Materials & Supplies	6,350	764	12%	7,450	1,290	-526	-41%
Repairs & Maintenance	0	0	0%	0	245	-245	-100%
<b>Total Expenses</b>	<b>39,753</b>	<b>24,239</b>	<b>0%</b>	<b>41,603</b>	<b>22,629</b>	<b>1,610</b>	<b>7%</b>

## 3428 General Rec Administration

<b>Expenses</b>							
Personnel Services	71,038	26,539	37%	69,258	25,062	1,477	6%
Contractual Services	89,000	48,838	55%	90,550	49,987	-1,149	-2%
Other Services	53,600	16,694	31%	55,250	19,775	-3,081	-16%
Materials & Supplies	3,030	665	22%	3,000	597	68	11%
Repairs and Maintenance	2,000	0	0%	1,500	0	0	0%
Other Expenses	8,170	2,216	27%	8,320	2,861	-645	-23%
<b>Total Expenses</b>	<b>226,838</b>	<b>94,951</b>	<b>42%</b>	<b>227,878</b>	<b>98,282</b>	<b>-3,331</b>	<b>-3%</b>
<b>Capital Outlay</b>	<b>0</b>	<b>0</b>	<b>0%</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0%</b>
<b>Total Expenses</b>	<b>226,838</b>	<b>94,951</b>	<b>42%</b>	<b>227,878</b>	<b>98,282</b>	<b>-3,331</b>	<b>-3%</b>

# Parks Recreation Revenue/Expense Summary

**August FY 2015-16**

*Preliminary Numbers*

DEPT. 3724

	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>KLM LODGE</b>							
<b>Revenues</b>							
KLM Lodge Revenue	160,000	91,019	57%	69,454	69,454	21,565	31%
Caterer's Licenses	15,000	13,266	88%	12,000	12,000	1,266	11%
<b>Total Revenues</b>	<b>175,000</b>	<b>104,285</b>	<b>60%</b>	<b>81,454</b>	<b>81,454</b>	<b>22,831</b>	<b>28%</b>
<b>Expenses</b>							
Personnel Services	65,200	29,588	45%	63,111	26,966	2,622	10%
Contractual Services	26,300	6,303	24%	26,500	14,557	-8,254	-57%
Other Services	46,900	12,684	27%	49,900	16,132	-3,448	-21%
Materials & Supplies	9,400	1,779	19%	10,700	4,636	-2,857	-62%
Repairs & Maintenance	9,250	4,418	48%	8,500	1,135	3,283	289%
Other Expenses	650	265	41%	800	326	-61	-19%
<b>Total-Operating Expenses</b>	<b>157,700</b>	<b>55,037</b>	<b>35%</b>	<b>159,511</b>	<b>63,752</b>	<b>-8,715</b>	<b>-14%</b>
Capital Outlay	42,000	0	0%	15,000	5,176	-5,176	-100%
<b>Total Expenses</b>	<b>199,700</b>	<b>55,037</b>	<b>28%</b>	<b>174,511</b>	<b>68,928</b>	<b>-13,891</b>	<b>-20%</b>

DEPT. 3951

	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>SWIMMING POOL</b>							
<b>Revenues</b>							
Pool Resident Pass	160,000	113,012	71%	134,698	134,698	-21,686	-16%
Non-Resident Pass	12,000	27,575	230%	4,992	4,993	22,582	452%
Pool Daily Fee	65,000	46,563	72%	41,595	41,595	4,968	12%
Pool Lockers	0	0	0%	100	0	0	0%
Pool Concession	8,000	4,100	51%	4,000	4,000	100	3%
Class-Registration -Resident	26,500	19,586	74%	25,231	25,232	-5,646	-22%
Class-Registration Non-Resident	5,200	6,339	122%	4,022	4,022	2,317	58%
Private Lessons	8,000	9,575	120%	8,295	8,295	1,280	15%
Misc. Revenue (Rentals)	26,000	26,944	104%	9,037	9,037	17,907	198%
Town Team	24,500	13,432	55%	16,383	16,383	-2,951	-18%
10-Visit Pass	22,000	21,902	100%	24,053	24,052	-2,150	-9%
<b>Total Revenues</b>	<b>357,200</b>	<b>289,028</b>	<b>81%</b>	<b>272,406</b>	<b>272,307</b>	<b>16,721</b>	<b>6%</b>
<b>Expenses</b>							
Personnel Services	166,858	143,809	0%	161,475	180,041	-36,232	-20%
Contractual Services	22,750	18,341	81%	32,475	16,410	1,931	12%
Other Services	36,500	14,708	40%	37,000	28,409	-13,701	-48%
Materials & Supplies	30,950	16,629	54%	31,300	28,459	-11,830	-42%
Repairs & Maintenance	37,000	42,867	116%	22,000	19,482	23,385	120%
Other Expenses	6,700	2,294	34%	6,700	2,797	-503	-18%
Risk Management	0	0	0%	0	0	0	0%
<b>Total-Operating Expenses</b>	<b>300,758</b>	<b>238,648</b>	<b>79%</b>	<b>290,950</b>	<b>275,598</b>	<b>-36,950</b>	<b>-13%</b>
Capital Outlay	14,000	6,524	47%	12,000	14,078	-7,554	-54%
<b>Total Expenses</b>	<b>314,758</b>	<b>245,172</b>	<b>78%</b>	<b>302,950</b>	<b>289,676</b>	<b>-44,504</b>	<b>-15%</b>

	FY 15-16 Budget	FY 15-16 TO DATE	FY 15-16 % of Budget	FY 14-15 BUDGET	FY 14-15 TO DATE	VARIANCE OVER PRIOR YEAR	% of Change
<b>Capital Expenses</b>	<b>287,000</b>	<b>8,624</b>	<b>3%</b>	<b>440,000</b>	<b>407,308</b>	<b>(398,684)</b>	<b>-98%</b>
<b>Operating Expenses</b>	<b>1,804,882</b>	<b>753,532</b>	<b>42%</b>	<b>1,759,641</b>	<b>876,050</b>	<b>(122,519)</b>	<b>-14%</b>
<b>Total Expenses</b>	<b>2,091,882</b>	<b>762,156</b>	<b>36%</b>	<b>2,199,641</b>	<b>1,283,358</b>	<b>-521,203</b>	<b>-41%</b>
<b>Total Revenues</b>	<b>890,700</b>	<b>555,778</b>	<b>62%</b>	<b>578,496</b>	<b>552,903</b>	<b>2,875</b>	<b>1%</b>
Revenue Offset Difference	(1,201,182)	(206,378)	17%	(1,621,145)	(730,456)	524,078	-72%



5b

To: Chairman Banke and Members of the Parks & Recreation Commission

From: Gina Hassett, Director of Parks & Recreation

Date: October 9, 2015

RE: Ice Rink Discussion

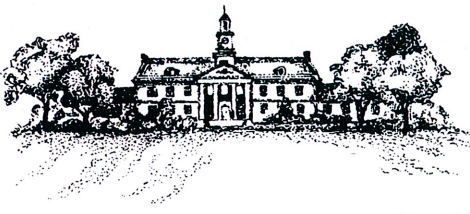
---

Ice skating at Village parks is a long standing tradition in Hinsdale. The plan for winter of 2014/15 was to install two rinks at Burns Field and one rink at Burlington Park. Due to the frequent snow events in 2014/15, only one rink 110' x 45' in size was constructed at Burns Field. Due to the timing of snow events, resources were directed to manage snow removal. There was no rink in Burlington Park in 2014; this would have been the first year an ice rink was constructed at Burlington Park.

Public Services staff constructs and maintains the Village ice rinks. The process used for the rink construction is that a rink system which includes a liner and side boards is installed, then a liner is laid followed by rink being filled with water. Once constructed, throughout the winter, additional layers of water must be added to maintain the ice. When snow events occur, the rinks must be cleared of snow by shovel, snow blower or bobcat. Construction and usage of the ice rinks is dependent on weather.

For the winter of 2015/16, staff is recommending to have ice rinks constructed only at Burns Field. Having a rink at Burlington Park would be a nice addition, however given the unpredictability of the weather staff is suggesting that resources be directed to Burns Field. The current infrastructure of Burlington Park would require that more staff time be used at Burlington than would be necessary to construct the Burns Field rink. The water access to fill the rink at Burlington Park is located outside of the park on the northeast corner of Washington Street which makes it necessary to use additional staff and possible street closures when filling and maintaining the rink. For future years staff will look to add a water tap closer to the proposed rink location. The size of the rink for Burlington Park is restricted due to an underground electric box. There is additional electrical work being contemplated for Burlington Park to accommodate the holiday lighting program. When that electrical work is evaluated staff will get cost estimates to move the electrical box which would allow for a larger rink.

Staff is proposing two options for consideration for rink construction at Burns Field. The Village has two rink systems that were purchased in 2014. Option one would be for staff to construct two rinks at Burns Field; one would be 70'x 40' and the other would be 45'x110'. A rendering of the two rinks is shown below. For a size reference, the resident rink constructed at Melin Park is 70'x40'. Option one would require that a liner be purchased at a cost of \$1,300. The size of these rinks should freeze faster than the larger rinks that were constructed in previous years at Burns Field. One rink would be designated for hockey play and one for free skate. Rinks of these sized would be cleared of snow by shovel and/or a snow blower.

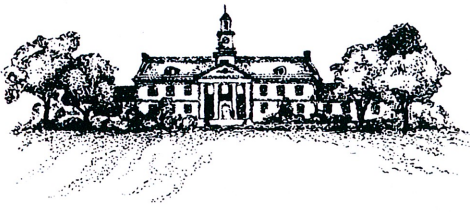


## Option 1

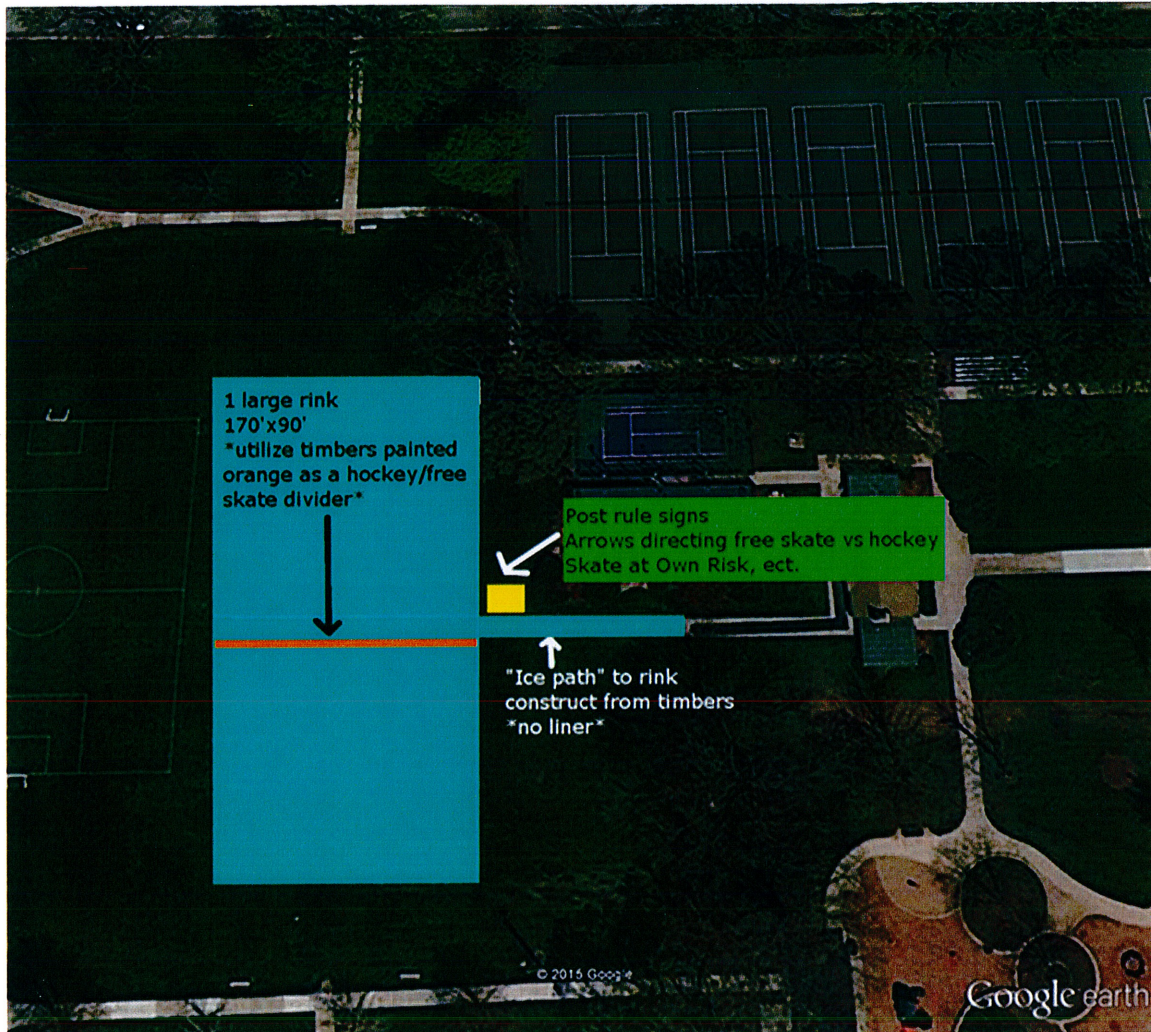


Option two is to install one rink at Burns Field utilizing a liner that was purchased in 2012. Staff would combine the two rink systems that are on hand to construct a rink 170'x90'. The image below depicts the proposed location of the rink. This area of the park is the most level which will allow the water in the rink systems to be a similar depth across the surface. A level surface will reduce the depth of water allowing the rink to freeze at a faster rate than if there was a depth change. A rink of this size would allow Public Services staff the ability to put a small bobcat on the ice to clear the snow off the ice surface. Staff recommends installing wood timbers to separate the rink into two sides, one side would be designated for ice hockey.

The goal for both options would be to have the rink systems in place prior to the winter break and the rinks would be filled as weather temperatures permit.



## Option 2





SC

---

To: Chairman Banke and Members of the Parks & Recreation Commission

From: Gina Hassett, Director of Parks & Recreation

Date: October 9, 2015

RE: Melin Ice Rink Request

---

For the last six years, with the permission of the Village Board, a group of residents have constructed an ice skating rink at Melin Park. The residents are asking for permission to construct a rink that is 40'x70' at the east end of Melin Park for the 2015-16 winter season. If approved, Public Service staff will inspect the rink to ensure the site is safe. In the past the Village crews have filled the rink and the Village covered the cost of the water used. The resident group maintains the ice and contacts the Village if additional water is needed. The residents are asking for the Village to provide and pay for the water for the upcoming season. The cost of water used at the Melin rink in the past has been less than \$100.

The Melin Park ice rink provides additional opportunities for residents to ice skate beyond what is provided by the Village. The access of the rink is open to the public. The Village will provide signs to the residents that can be utilized at the rink, this will allow them to monitor and post signs to indicate that the rink is open or closed for skating.



5d

---

To: Chairman Banke and Members of the Parks & Recreation Commission

From: Gina Hassett, Director of Parks & Recreation

Date: October 9, 2015

RE: Hinsdale Swim Club Agreement

---

The Hinsdale Swim Club (HSC) utilizes the Community Pool for their competitive swim program. The current license agreement between the Hinsdale Swim Club (HSC) and Village of Hinsdale expired at the end of the 2015 pool season. HSC uses the six lanes of the pool Monday thru Friday from 5:30 am-9:00 am and the entire facility for a three day swim meet in July.

In 2012, HSC paid \$3,830 annually for their usage. During the renewal process in 2012 direction from the Village Board was that HSC pay 100% of their usage cost. When the agreement for the period of 2013-2015 was prepared, staff evaluated the usage cost. It was found that HSC's usage cost was \$17,000, which included their lap swim, swim meet and took into account the lost revenue due to the facility closure. The true cost was a large increase therefore the Village Board agreed to work to phase in the cost over a three year period.

	2013	2014	2015
Morning Lap Swim	\$ 6,582	\$ 10,082	\$ 13,497
3 Day Swim Meet	\$ 3,418	\$ 3,418	\$ 3,503
Total Due	\$ 10,000	\$ 13,500	\$ 17,000

Staff has evaluated the current cost for HSC's usage which is \$17,900. Staff is recommending a rate of \$17,900 for HSC 2016 usage and a 3% cost of living increase for the two subsequent years. This 3% increase will cover projected increases in personnel costs associated with HSC usage. A summary is provided below.

	2016	2017	2018
Morning Lap Swim	\$ 12,600	\$ 12,978	\$ 13,367
3 Day Swim Meet	\$ 5,300	\$ 5,459	\$ 5,623
Total Due	\$ 17,900	\$ 18,437	\$ 18,990

Attached is a License Agreement which provides for HSC's use of the Community Swimming Pool for the 2016-18 seasons. The Agreement is similar to the one approved in prior years and it is consistent with the Swim Club's usage. There has been one modification to the agreement which HSC is required to fund an alternative location for residents and pool members to swim during the annual swim meet hosted at the Community Pool. HSC has been paying a fee of \$2,500 to Clarendon Hills Park District (CHPD) which allows Hinsdale pool members to swim free of charge at the CHPD pool during the swim meet. Hinsdale residents pay the Clarendon daily resident fee.

**VILLAGE OF HINSDALE**  
**LICENSE AGREEMENT**  
**FOR**  
**HINSDALE COMMUNITY SWIMMING POOL**

**THIS AGREEMENT** is dated as of \_\_\_\_\_, 2015, by and between the **VILLAGE OF HINSDALE** (the "Village") and the **HINSDALE SWIM CLUB**, an Illinois not-for-profit corporation (the "Swim Club"),

**WITNESSETH:**

WHEREAS, the Village is the owner of a swimming pool located at 500 West Hinsdale Avenue, Hinsdale, Illinois (the "Property"); and

WHEREAS, for many years the Village ran a competitive team program as part of its Park and Recreation Department programming; and

WHEREAS, a determination was made by the Village that such a program would be more effectively conducted through a privately operated, Village-based swim club with experience running competitive swimming on a year-round basis; and

WHEREAS, the Swim Club began operating the competitive swim team program at the Property; and

WHEREAS, the Swim Club and the Village have previously entered into a licensing arrangement enabling the Swim Club to use the Village's swimming pool facilities for practice and competitive purposes; and

WHEREAS, the Swim Club desires to continue to use the Property for the purpose of swimming practice sessions and a swim meet; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to 65 ILCS 5/11-76-1 and other applicable authority, and the Village has the authority to charge fees for the use of swimming pool facilities pursuant to 65 ILCS 5/11-95-2 and other applicable authority; and

WHEREAS, the Swim Club has the authority to enter into this Agreement pursuant to its corporate charter and by-laws;

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Village and the Swim Club hereby agree as follows:

1. **Recitals.** The foregoing recitals are incorporated in and made a part of this Agreement as substantive provisions by this reference.
2. **License.** The Village hereby conveys and grants to the Swim Club a license to enter on, across and over the Property for the following purposes and no others:

A. **Swimming Practices.** Swim Club swimming practices may be held on the Property at the following dates and times:

Dates: June 1, 2016 through August 10, 2016  
June 1, 2017 through August 10, 2017  
June 1, 2018 through August 10, 2018

Hours: 5:30 a.m. to 9:00 a.m. Monday through Friday (6 lanes)

Only Swim Club members including the Masters Swimmers participate in these practices. Prior to the start of the season HSC will provide a list of members of the Club with signed waivers.

B. **Swim Meets.** One swim meet may be held each year on the second weekend of July and shall be subject to the terms and limitations in Exhibit A attached to and by this reference incorporated in and made a part of this Agreement. In addition, the Swim Club must provide and pay the cost to provide an alternate location in the area for Hinsdale pool members and residents to swim at for the duration of the three day swim meet.

3. **Term.** This Agreement shall be for the years 2016, 2017 and 2018 unless sooner terminated as provided in this Agreement.

4. **Condition and Upkeep of the Property.** The Swim Club hereby acknowledges and agrees that (a) it has examined and knows the condition of the Property and the structures thereon and that the same are in good order and repair, and (b) no representations as to the condition and repair of the Property or the structures thereon have been made by the Village prior to or at the execution of this Agreement that are not expressed herein, and (c) the Property is suitable for the purposes for which the Swim Club intends to use it. The Swim Club shall ensure that the Property and the structures thereon are left in good repair and in a safe, clean and sightly condition following each period of use by the Swim Club. The Swim Club shall promptly pay all expenses for damage to the Property and the structures thereon caused by Swim Club or its officers, agents or members, injury by fire or other casualty beyond the Swim Club's control excepted.

5. **Use of the Property.** The Swim Club shall not use or permit the Property or the structures thereon to be used for any purpose or activity other than as specified in Section 2 of this Agreement. The Swim Club shall not use the Property or allow the same to be used for any unlawful purpose or in violation of any permit or certificate, or any law, ordinance or regulation covering or affecting the use thereof, or allow any act to be done or any condition to exist on the Property or any article to be brought thereon, which may be dangerous, unless properly safeguarded, or which may, in law, constitute a nuisance. The Swim Club shall require, and receive, a Program Waiver and Release of All Claims, in substantially the form attached to and by this reference incorporated in and made a part of this Agreement as Exhibit B, from all participants in the Swim Club activities to be conducted on the Property or, with respect to all participants that have not yet reached the age of majority, their legal guardians prior to entry upon the Property for the purposes of participating in the Swim Club's activities.

6. **License Fee.** The Swim Club shall pay a fee for the License. The fee for the lap swim shall be paid on or before June 1 of each calendar and 10 days prior to the swim meet for the three day swim meet. The rate schedule is as follows.

	2016	2017	2018
Morning Lap Swim	\$ 12,600	\$ 12,978	\$ 13,367
3 Day Swim Meet	\$ 5,300	\$ 5,459	\$ 5,623
Total Due	\$ 17,900	\$ 18,437	\$ 18,990

7. **Hold Harmless.** The Swim Club agrees to, and does hereby, indemnify and save harmless the Village and all of its elected and appointed officials, officers, employees, agents, representatives and attorneys from all claims, damages, suits, liabilities, judgments, costs and expenses asserted against them or any of them, and any administrative costs and attorneys' fees incidental thereto, on account of injury to or death of any person or persons whomsoever or on account of damage to any property cause by, connected with, or in any way attributable to, the rights herein granted or the Swim Club's failure to comply with any of the terms and conditions hereof. The Swim Club shall undertake the defense of the Village in any such litigation, if the Village requests the Swim Club to do so. The Village's right to indemnity and right to be held harmless shall survive termination of this Agreement, and shall not be limited by the limits of any policies of insurance required to be maintained under this Agreement.

8. **Insurance.** The Village shall maintain property damage, insurance, fire and extended coverage on buildings on the Property as the Village may determine. The Swim Club shall obtain and maintain the following minimum insurance coverages and limits and the Village shall be named as additional insured on the commercial general liability coverage's:

**COVERAGE:**

**LIMITS:**

Comprehensive General Liability, with coverage written on an "occurrence" basis and including Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, Employment Practices Liability, Broad Form	\$4,000,000 per occurrence
Property Damage Endorsement, Bodily Injury and Property Damage, and all participants and employees shall be insured	\$8,000,000 aggregate

Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given to the Village. The Swim Club shall maintain and keep in force insurance in the minimum coverages and limits stated in this Section at all times while this Agreement is in effect, and shall provide evidence thereof to the Village.

The required coverage may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

The parties acknowledge that the Village does not, and is not obligated to, maintain any insurance which in any manner protects the Swim Club, occupancy of the Property and the structures thereon by the Swim Club or any activities carried on at the Property by the Swim Club, its agents, officers, employees or contractors, for any risk, loss, cost or claim.

9. **Non-Exclusive Use.** The Swim Club acknowledges that the Property will be used by other persons during the times of use designated by this Agreement, and agrees to cooperate in its use so as not to unduly impair the use of the remainder of the Property by others.

10. **Notices.** All notices required in this Agreement shall be in writing. Personal delivery, or

mailing by certified or registered mail with proper postage prepaid, of a notice or demand to the addresses listed below, or to such other addresses as the parties may, in writing, from time to time designate shall constitute proper notice in accordance with this Agreement.

Notices to the Village:

Village of Hinsdale  
19 East Chicago Avenue  
Hinsdale, IL 60521-3489  
Attention: Director of Parks & Rec

Notices to the Swim Club:

Hinsdale Swim Club  
P.O. Box 126  
Hinsdale, Illinois 60521  
Attention: President

**11. No Waiver; Termination.** The failure of the Village, at any time, to insist upon performance or observance of any term, covenant, agreement or condition contained in this Agreement shall not be construed as a release of any right of the Village hereunder or as a waiver of any right to enforce any term, covenant, agreement or condition herein contained.

The neglect or failure of the Swim Club to keep the terms, covenants, agreements or conditions contained in this Agreement shall constitute a forfeiture of all rights under this Agreement, whereupon the Swim Club shall immediately surrender possession of the Property to the Village.

**12. Authority.** Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party represented by him or her, and that such party intends to be legally bound by the provision of this Agreement.

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

**VILLAGE OF HINSDALE**

By: \_\_\_\_\_  
Village President

ATTEST:

By: \_\_\_\_\_  
Village Clerk

**HINSDALE SWIM CLUB**

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

ATTEST:

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

## **EXHIBIT A**

### **Swim Meet Terms and Limitations**

Property shall be available for the swim meet on these times and dates:

#### **Dates**

2016 July 8 - July 10  
2017 July 7 - July 9  
2018 July 13 - July 15

#### **Hours of Facility Access**

Thursday after pool closes to set up  
Friday 6:00 a.m. until 7:00 p.m.  
Saturday 6:00 a.m. until 7:00 p.m.  
Sunday 5:00 a.m. until 7:00 p.m.

#### **Meet Hours**

##### **Friday**

- Warm-up 7:00 a.m., swimming 8:00 a.m. – 2:00 p.m.
- Warm-ups 2:00 p.m., swimming 3:00 p.m. – 7:00 p.m.

Saturday and Sunday – warm-up prior to 7:00 a.m.

- P.A. System may only be used prior to 8:00 a.m. on a limited basis
- Building will open no earlier than 5:45 a.m.

No set up may occur until after the 8:00 p.m. closing on Thursday, provided, however, that those items, such as the installation of starting blocks and tent set-up, that do not interfere with the pool operation, may occur prior to 8:00 p.m. **Swim Club shall be responsible for all security measures it deems necessary to protect any of equipment left at the Pool overnight.**

#### **Set-Up of Pool Deck**

- Tables to be arranged by Swim Club and will be delivered on Thursday
- Canopies set up outside pool office (Hospitality Area) to be installed by Swim Club on Friday morning – no holes in building shall be made. Two tents to be set up by Swim Club on Thursday afternoon.

#### **Village Responsibilities**

- Staff to be provided will include locker room attendants, guard on duty in diving well and pool maintenance personnel.
- Safety director designated by the Swim Club shall be posted in pool office.
- Eight (8) starting blocks, backstroke flags, trash cans, bleachers, and ten (10) safety cones and starting blocks to be tested prior to the meet.
- Ensure the microphone or public address system is functioning.

#### **Concessions**

- Food concessions to be provided by the Village Concessionaire.

#### **Clean-up**

- Clean up of the facility shall be performed each evening; trash should be set outside the south end of the building near bathhouse.
- The final clean up shall be made so the facility is ready for Monday opening.
- All bleachers shall be moved off the deck and kept on the south lawn area Sunday night.

## **EXHIBIT B**

### **Form of Program Waiver and Release of All Claims**

#### **PROGRAM WAIVER AND RELEASE OF ALL CLAIMS HINSDALE SWIM CLUB MEMBERS**

I, the undersigned, Parent or Guardian of \_\_\_\_\_, a minor, for and in consideration of said minor, being permitted to participate in the following activity of the Hinsdale Swim Club that **is not** sponsored by the Village of Hinsdale in whole or in part to wit: Hinsdale Swim Club's use of the Hinsdale Community Swimming Pool (hereinafter referred as the "Program"). I am waiving and releasing all claims for myself and my minor child/ward arising out of participation in the Program. In consideration of the Hinsdale Swim Club accepting me and/or my minor child as a participant in the Program, I hereby agree as follows:

**ACKNOWLEDGMENT AND ASSUMPTION OF RISK INJURY AND LOSS:** I have fully informed myself of all of the details of the Program and have received satisfactory answers to all questions I have concerning the Program and the risks inherent in the Program and believe and represent that I and /or my minor child/ward have the necessary abilities, skills and knowledge to participate in the Program. I recognize and acknowledge that the Program involves risks of bodily injury, death and property loss, I hereby agree to, and do assume the full risk of any injuries, including death, and of any property loss, and of all expenses, costs, damages and losses that I, or my minor child/ward on whose behalf I am signing, may sustain as a result of participation in any and all activities connected with or associated with the Program.

**WAIVER OF AND RELEASE OF CLAIMS:** I hereby agree to, and do, waive, release and relinquish all claims, demands, rights of action, damages, liabilities and controversies of every kind, known and unknown, present and future, that I, or my minor child/ward on whose behalf I am signing, may have against the Village and its officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successor and assign arising out of, connected with, or in any way related to the program or my minor child/ward's participation therein.

**INDEMNITY AND DEFENSE:** I hereby further agree to indemnify and hold harmless and defend the Village and it's officers, agents, servants, employees, insurers, related or affiliated individuals or entities, successors and assigns from any and all claims, lawsuits, demands, damages, liabilities, losses and expenses, including attorney's fees and administrative expenses, of every kind, known or unknown, present and future, arising out of, connected with, or in any way related to my or my minor child/ward's participation in the Program, except those resulting from the sole negligence of the Village.

I have read and fully understand the above WAIVER AND RELEASE OF ALL CLAIMS and execute it of my own free will and without any reservation whatsoever.

Signature of parent or guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print name of parent or guardian: \_\_\_\_\_ Telephone: \_\_\_\_\_

Address: \_\_\_\_\_