

VILLAGE OF HINSDALE
Administration and Community Affairs Committee
Minutes of the Meeting January 3, 2011

Chairman Geoga called the meeting of the Administration and Community Affairs Committee to order in the Board Room of the Memorial Building on January 3 at 7:34 P.M.

Members Present: Chairman Doug Geoga, Trustees Bob Saigh, Bob Schultz and Cindy Williams

Staff Present: David Cook, Village Manager; Darrell Langlois, Assistant Village Manager; Gina Hassett, Director of Parks and Recreation and Tim Scott, Community Development Strategist

Approval of Minutes – December 6, 2010

Trustee Saigh moved approval of the December 6, 2010 minutes as corrected. Trustee Williams seconded and the motion passed unanimously.

Monthly Reports

Treasurer's Report – November 2010

Mr. Langlois presented the November 2010 Treasurer's Report. This report covers the seventh month of the 2010-11 fiscal years (58% on a straight-line basis). Base Sales Tax receipts for the month of November increased 6.2% and December increased \$26,069 or 14.1%. For the most recent twelve month period receipts have increased 8.2% compared to a decline of 13% for the previous twelve months. Total sales tax receipts for the first eight months of the fiscal year total \$1,713,029 as compared to \$1,571,482 for last fiscal year, an increase of 9%. No increase was assumed in the budget.

Income Tax revenue for the months of November increased 1.9% and 43.4% for December. Based on information from the Illinois Municipal League, some of the large December increase is due to receipts from the State amnesty program and a statutory reduction in the amount set aside for refunds. Total Income Tax receipts for the first eight months of FY 2010-11 totals \$916,722 as compared to \$929,670 for last fiscal year, a decrease of \$12,948. This variance is favorable when compared to budget as a decrease of 5% was assumed in the FY 2010-11 Budget.

Regarding the delay in income tax payments from the State of Illinois, on December 27 we received our July payment, which was first income tax distribution since September. The State remains five months or \$512,028 behind, which reverses the progress they had made during the summer months when the delay had been shortened to three months.

Food and Beverage tax revenue for November amounted to \$25,989 as compared to the prior year amount of \$18,644, an increase of 34.03%. Year-to-date, Food and Beverage taxes earned for the first seven months of the year amount to \$168,725 as compared to the prior year amount of \$145,472, an increase of 16.0%. This variance is favorable when compared to budget as no increase was assumed in the FY 2010-11 Budget.

Mr. Langlois reported that property tax collections through November amount to \$4,842,472 which is approximately 86.9% of the Village's \$5.57 million tax levy. Utility Taxes for October were \$139,905, which is 11% below previous year's receipts. Year-to-date utility tax collections are \$1,286,999, which is 8.6% above the prior year. Most of the monthly and year-to-date increase is due to higher receipts from the utility tax on water as a result of the 31% rate increase that took effect at the beginning of the fiscal year, increased receipts on the utility tax on electric due to the 14% tax rate increase and the warm summer weather.

Building Permit revenues for November totaled \$57,183. Year-to-date permit revenue is \$923,319, which is 84.4% above the prior year and it is expected will end the year well over budget. Much of this variance is due to receipt of permit revenue related to the Hinsdale Hospital expansion.

Mr. Langlois reported that as of the end of November, most operating expenditures for all Departments continue to be within budgetary expectations. Total legal billings through November amount to \$96,301, which is tracking well below budget for the first seven months of the year. Salary costs for some public safety programs are slightly above the year-to-date budget amount due to separation payments being made on some employees who terminated at the end of FY 2009-10. These variances are expected to level off as the year progresses. Overtime costs in the Fire Department will likely end the year over budget due to two extended sick leave situations and one employee resignation necessitating frequent overtime coverage in order to maintain minimum manpower requirements.

As indicated on the Summary of Corporate Fund Expenses, the year-to-date percent expended for Public Safety of 64.8% exceeds the straight line allocation of 58.33%. This variance is due largely to the cost of Police and Firefighters' Pension, which is recognized as property taxes are received (primarily June and September) and do not follow a straight line spending pattern.

As indicated in the Corporate Fund Budget Summary, the end of year estimated amounts for revenues in total have been increased by \$260,412 due to current year projections. In addition, we currently project expenditures to be \$344,389 below budget, much of it due to the assumption that the Village will not need to utilize the \$300,000 Contingency amount due to the positive revenue variance. In total we currently project that revenues will exceed expenditures by \$604,802. We will continue to refine these estimates as we work through the budget process.

The Trustees had no questions about the Treasurer report.

Park and Recreation Activity Report – November 2010

Ms. Hassett commented on the OSLAD presentation that staff made in Springfield. All presentations are limited to three minutes in length. Traditionally the funds are awarded before the IPRA Conference at the end of January. Design Perspectives has been retained for the KLM shelter renovation. Ms. Hassett commented on the race with RML Hospital. Ms. Hassett commented that Breakfast with Santa went well and all the holiday events have ended.

Staff is working on proposals for fixing the skate park and interviewing staff for the pool. Platform tennis revenue is over the same period last year. KLM Lodge is in the slow season, but December was busy. Ms. Hassett stated that the pool audit was included in the ACA packet and that the pool is in relatively good shape but it does need some larger cost repairs. The report estimated that the remaining useful life of the pool was approximately 20 years.

Trustee Saigh commented that he was pleased that the pool audit gave a strong overall picture of the pool.

Economic Development Director Report

Mr. Scott commented on the holiday activities. The newspaper ads were reduced and used the space for the activity. The sign policy will be discussed at the next Plan Commission. There has been progress on new tenants in the downtown and the interest has been higher.

Approval of an Ordinance Amending Title 3 of the Village Code to Establish a Non-Home Rule Municipal Retailer's Occupation Tax and a Non-Home Rule Municipal Service Occupation Tax

Trustee Geoga explained the Approval. Trustee Schultz moved approval of the Ordinance. Trustee Williams seconded the motion and the motion passed unanimously.

Approval of an Ordinance Placing a Referendum on the April 5, 2011 Consolidation Election Ballot Regarding Whether the Village Clerk should be appointed by the Village President with the Advise and Consent of the Board of Trustees rather than Elected

Trustee Geoga explained the Referendum. Village Manager Cook stated that it has never been a contested position and this position has been vacant since 2009. Trustee Saigh asked if the state statute stated that it has to be an elected position. Mr. Cook stated that the statute requires that the Village has to have a village clerk and the clerk can be changed to an appointed position if the voters approve this change by referendum. Mr. Cook stated that in the past, there has been difficulty with the clerk doing the work and that staff does 98% of the work.

Trustee Williams stated that the current system is working and wondered why it should be changed. Mr. Cook stated there has been difficulty with the clerk in the past with attending meetings, generating timely minutes, and the position has been vacant since 2009. Trustee Saigh stated that he was in favor of the restructuring. Trustee Geoga asked Mr. Cook if there would be other items on the ballot. Mr. Cook was not aware of any other referendums on the April ballot. Trustee Williams asked if this was a paid position. The position pays \$400 per month. Trustee Schultz asked what authority the Village President would have and why does it need to go to a referendum. Mr. Cook stated that the Village President could appoint a temporary clerk until the next election. Trustee Williams stated that residents should have the right to run for this office if they so choose.

Trustee Geoga referred this issue to the board meeting since there was not a consensus with the Trustees.

Consideration of a Request from Hinsdale Platform Tennis Association to Solicit for Donations and to Sell Lifetime Memberships in Order to Generate Funds for two Additional Platform Tennis Courts at KLM

Trustee Geoga commented on the report and that there is an understanding with the Village of Burr Ridge and HPTA. The request will now go to the Plan Commission with the understanding that if something goes wrong, the funding will be returned.

Trustee Schultz commented on the limit of 75 lifetime memberships. Trustee Geoga asked Ms. Hassett where the 75 membership number came from. Trustee Schultz stated that he believes that additional courts will draw more memberships. Ms. Hassett stated that some years the revenue is more than enough to cover the cost but other years there will be more expenses for maintenance. Trustee Schultz suggested 120 lifetime memberships would be a better number as the maximum or to add a clause of up to the cost of construction.

Trustee Geoga suggested amending the request to say that the amount of lifetime memberships would be sold would not exceed the funding needed for construction. Trustee Schultz approved the motion. Trustee Williams seconded the motion and the motion passed unanimously.

Trustee Saigh asked if there is a formal agreement between the Village and HPTA. There will be an agreement in the form of an extension of the license. Trustee Geoga believes that the term is five years with a five year renewal.

Trustee Saigh asked who would be responsible for any restoration of courts in the future. Trustee Schultz stated that the courts are an asset and doesn't believe that the sport will lose enthusiasm anytime in the near future. Ms. Hassett stated that the courts belong to the Village, not HPTA and would be the Village responsibility. Trustee Geoga stated that HPTA hopes to be able to purchase used courts, which would save considerable money.

Trustee Schultz asked Ms. Hassett about reviewing the dog policy for the parks. Ms. Hassett stated that the Parks and Recreation Commission didn't meet in December and it will be on the agenda for the January meeting.


Adjournment

As there was no further business to come before the Committee, Trustee Saigh motioned to adjourn. Trustee Williams seconded. The motion passed unanimously and the meeting was adjourned at 8:06 P.M.

Respectfully Submitted:

Darrell Langlois
Assistant Village Manager/Director of Finance

MEMORANDUM

To: Chairman Geoga and Members of the ACA Committee
FROM: Gina Hassett, Director of Parks and Recreation 
DATE: February 4, 2011
SUBJECT: January Parks & Recreation Report

The following is a summary of activities completed by the Parks and Recreation Department during the month of January 2010.

Recreation Services

- Public Service staff did a great job at clearing the parks and sidewalks at Village facilities. We appreciate their support in keeping the facilities available to the residents.
- The KLM shelter plans will be reviewed this week by the Plan Commission for an exterior site plan review. A storm water permit will also be submitted to MWRD in conjunction with the proposed platform tennis courts.
- Staff is anxiously awaiting the status of the OSLAD grant application. No grants have been awarded at this time. The latest they have been awarded is April. This time frame would keep the shelter project schedule on target.
- The co-operative 5K foot race with RML has been postponed for the 2011 year. RML lost key staff assigned to the race. The race will move forward and will be held April 22, 2012. This will give the appropriate time for staff to prepare and market the event.
- Staff is working on options for the Veeck Park Skate Park. Staff is looking at costs associated with removing old ramps and rearranging the remaining pieces.
- The Parks & Recreation Commission discussed the ordinance regarding dogs being permitted in parks. At the January meeting the consensus was to leave the ordinance as it stands. Members of the Commission have asked that we discuss the issue further at the February Parks and Recreation commission meeting.
- Staff has been working to prepare the summer brochure. Programs are being inputted in Rec trac and materials will go for layout on February 11th. We have secured advertisers for the back inside cover and one ¼ page ad for the back cover. This will generate additional revenue.
- Staff has secured the annual deposit to reserve Duncan Field from the Forest Preserve of Cook County. The permit and deposit will be mailed to secure our annual permit for the field.
- Staff will be meeting with Hinsdale Little League regarding field use. Staff has informed Little League that they continue to have priority use but the Village is looking to maximize field use

to generate revenue. Staff believes that Veeck and Duncan will have limited use for competitive travel teams but some space will be available.

- As of February 1st we started taking picnic shelter reservations for KLM. We have noted that the shelters may not be available after June 1st pending construction. Those booking shelters after June 1st will have a grounds area reserved. Non-Residents can book shelters beginning March 1st.
- Staff attended the annual IPRA/IAPD Conference January 27th and 28th. The information at the sessions and exhibit hall was very valuable. Staff is grateful for the opportunity to attend.
- Staff met with the members of the Finance Commission to discuss the pool rates. Recommendations were made by the Finance Commission this past week and are included in the RBA regarding pool fees. Staff will be meeting with the members of the Finance Commission to evaluate the status of the Village's participation in Gateway Special Recreation Association in the upcoming months. Should the Village choose to withdraw from Gateway notice must be given prior to April 1st.

Platform Tennis

- The Plan Commission reviewed the proposal for the 2 courts proposed for KLM at the January 12th meeting. The Commission voted unanimously to approve the Special Use permit. The item will be before the Board in February once the Commission has reviewed their findings
- HPTA is leading the fundraising campaign to collect monies to build the new courts. Monies have begun to come in.

KLM REPORT

A number of repairs were made at the lodge. The furnace control mechanism and the hot water heater for the lodge were replaced.

The living room chairs were all re-upholstered in the past 2 years. We have received a quote to re-upholster the couch for the living room. We are also receiving prices to paint the dining room and alcove ceiling, replace light fixtures and replace and repair the ice room floor.

An RBA is included in the packet to replace the ballroom floor. The floor replacement is unique as the age of the building and the materials used are not often seen today.

EXPENSE

December		December		2010-11 Annual Budget	FY 10-11 % of budget	2009-10 Annual Budget	FY 09-10 % of budget
Prior Year	Current Year	Prior Year	Current Year				
\$14,332	\$6,106	\$96,546	\$84,858	\$147,982	57%	\$159,685	60%

Revenue	December		Actual Revenue		2010-11 Annual Budget	FY 10-11 % of budget	2009-10 Annual Budget	FY 09-10 % of budget
	Prior Year	Current Year	Prior Year	Current Year				
KLM Lodge Rental	\$9,502	\$11,624	\$109,321	\$126,108	\$160,000	79%	\$150,000	73%
Caterer's Licenses	\$0	\$300	\$17,900	\$14,600	\$18,000	81%	\$17,400	103%

KLM Rental Slots	Slots Available	Slots Used	Percentage
Weekday am slots	23	2	8.70%
	8	2	25.00%
Weekday evening slots	18	3	16.67%
Weekend PM Slots	13	10	76.92%

Friday evening counts as part of the weekend

RENTAL GROUPS	
Residents	8
Non-Resident	5
Community Service	0
Resident NFP	1
Non-Resident NFP	3
Village Functions	0
Cancellations	0
	17

Community Pool Report

Pool fees are in the packet for approval. The Parks & Recreation Commission has approved the membership fees and the Finance Commission has made a recommendation for membership and daily rates. Staff agrees that an increase is necessary.


At next months Parks & Recreation Commission staff will ask the Commission to evaluate our Non-resident pool rate philosophy. The Non-Resident membership rates are very high and will likely not generate new members outside of Hinsdale. Fees can be approved as it is necessary for the brochure to go to print.

Staff feels it would be a good idea to continue to evaluate the Non-residents fees. Clarendon Hills has a "neighborly" rate that they offer the residents of Westmont, Downers Grove and Darien. They sell passes to these communities at \$25 over the resident rate. They sold 200 "Friendly" passes last year at \$290 generating \$58,000. This is a fee that is between the Resident and Non-Resident rates. They have not capped the sales on this pass but it has generated enough revenue to keep them in the black. The current proposed Non-Resident pass sales is expected to generate \$13,765. With the proposed "Friendly" rates the potential decline would be \$3,115 (assuming no change in number of members). If this fee structure proved to entice new non-residents the potential new memberships would actually increase revenues. The "Friendly" fee structure has proven to be a success in other communities. I am suggesting we change our Non-resident philosophy in hopes to generate increased pass sales.

If we were to actually reduce the non-resident membership rates similar to the Clarendon Hills philosophy and increase marketing, we may have the potential to actually increase non-resident revenue. The proposed increase would be \$100 for NR family, \$50 for individuals and \$40 for seniors over the resident rate. The proposed NR rates approved by the Parks & Recreation Commission may put us in a position to lose the existing Non-Resident members.

MEMORANDUM

To: Chairman Geoga and Members of the Administration & Community Affairs (ACA) Committee
From: Timothy J. Scott, AICP, CNU-A – Director of Economic Development
Date: February 7, 2011
Re: Staff Report – Director of Economic Development



Economic Development

The Economic Development Commission (EDC) last met on Tuesday, January 25, 2011.

Retail Sales Promotion

At its last meeting, members of the EDC provided feedback on the make-up of a pending retail sales promotion for springtime. Dates for the two-day event were set (last weekend end of April). Consideration was given to two distinct directions, with members agreeing to the theme, “Customer Appreciation Celebration.” Members selected a creative direction for advertising, and a promotional media plan to support the two-day event is currently being developed.

Sign Policy

The ideas to streamline the approvals process for code-compliant signage and add the projecting sign as a permitted type continue to advance through the text amendment process. Support has been received at meetings of the Hinsdale Chamber of Commerce, Economic Development Commission, Historic Preservation Commission, Plan Commission, and Zoning and Public Safety Committee. As a result of feedback at the ZPS, some fine-tuning of the language is required. This is to take place soon, and adoption of the text amendment by the full Board of Trustees is hoped for in the very near future.

Tenant Attraction

Firenze to Go has relocated to Washington Street downtown and expanded their presence. There is interest in the space that they vacated on Chestnut Street. A new, small retail store is the final stages of negotiation for downtown, and it is hoped that the agreement will be finalized by the private parties in the coming days. A ribbon-cutting took place last week for a new, small physical therapy studio at 57th and Madison. Other outreach, communication, and meetings have taken place to facilitate new entrants to the Village. This remains an ongoing effort.

Pop-up Art Show

I have reached out to a couple of property owners and their contacts to see if a Hinsdale Center for the Arts-led art program might be able to temporarily operate a small display/gallery out of a storefront or two downtown. The presence of such art could enhance the pedestrian experience and beautify the streetscape.

Hinsdale Oasis

Village Manager Cook and I met with the facilities manager of the Hinsdale Oasis to discuss the potential of improved public access from 55th Street by installing a sign that is less foreboding than the one that is currently place. Encouraging access by residents and visitors to the community (e.g., nearby RML Hospital) could help generate additional business and revenue (i.e., sales and food-and-beverage tax receipts). Another restaurant is planned for the facility, and it is hoped that it will be open by mid-summer.

Potential for Outdoor

EDC member Mr. Chapello and I recently met with two companies that provide outdoor advertising space so that the potential to locate a sign on land owned by the Village could be explore further. Members have been interested in this idea since it could potentially create a new revenue stream for the Village and result in display space for the EDC's marketing efforts to bolster the local economy. Made clear to both companies was the requirement that any potential negative visual impact to the surrounding area be fully mitigated.

Downtown Task Force

The Downtown Task Force held its first meeting. In addition to introductions, members individually shared with the group the area of greatest interest to them as it relates to the health of the central business district. The overwhelming majority of those in attendance shared their opinions about parking. Several perceived problems were identified and a few alternative ideas were deliberated by members.

If you have any questions, comments, or suggestions, please do not hesitate to contact me at (630) 789-7005 or at tscott@villageofhinsdale.org. Thank you.

cc: Village President Cauley and Board of Trustees
David C. Cook, Village Manager

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM License Agreement Between HTA and the Village of Hinsdale	APPROVED Gina Hassett, Director of Parks & Rec.

LICENSE AGREEMENT BETWEEN HINSDALE TENNIS ASSOCIATION (HTA) AND THE VILLAGE OF HINSDALE

Attached please find a License Agreement between the Village and HTA to offer tennis lessons. The Village had an agreement with Hinsdale Tennis Association for 2008. The agreement has been for a period of one year. Staff recommends that we enter into a one year agreement with HTA for a flat rate of \$7,500. An agreement with the same terms was in place for the 2010 season. HTA had reduced enrollment for the 2010 season. Staff recommends we reevaluate in 2012 and look for an increase at the time. .

MOTION: To recommend to the Board of Trustees to approved the Recreation Agreement with HTA for a period of one year at the rate of \$7,500.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

LICENSE AGREEMENT BETWEEN THE HINSDALE TENNIS ASSOCIATION

AND THE VILLAGE OF HINSDALE

THIS LICENSE AGREEMENT is entered into this _____ day of _____ 2011, between the Hinsdale Tennis Association (hereinafter referred to as the "HTA") and the Village of Hinsdale, DuPage County and Cook County, Illinois (hereinafter referred to as the "Village").

RECITALS

WHEREAS, it has been determined by the corporate authorities of the Village to permit the HTA to have a license to use the Village's tennis courts during the summer months of the year 2008 for a tennis instruction program under the terms and conditions set forth herein.

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

1. **RECITAL.** The above recital is substantive and is incorporated herein by reference as though fully set forth.

2. **PROGRAM AND FACILITIES.** The HTA shall use the Village's Parks and Recreation Department's tennis courts ("Facilities") to operate a tennis instruction program ("Program") for instruction courses to take place during the summer months of the year 2011 from June through September. The Village shall solely be responsible to maintain the Facilities for the Program. The Village reserves the right to assign specific Facilities to be used for the Program, including times and dates for the use of the Facilities. The Village shall also provide one (1) page to the HTA in its "Summer Brochure" for promotional purposes for the Program.

3. **HTA'S RESPONSIBILITIES.** The HTA shall be responsible for all communications with Program participants, the production and distribution of any and all flyers for the Program and all administration, instruction and instructors for the Program. The HTA shall not, without the prior written consent of the Village, make any alterations,

improvements, or additions to the Facilities, nor shall the HTA cause any damage to the Village's Facilities.

4. PAYMENT TO THE VILLAGE. The HTA shall pay the Village for use of the Village's Facilities for the Program by remitting to the Village a fee of \$7,500 made in two installments collected by HTA from participants for participation in the Program. The first installment is due July 1, 201 and the second installment is due October 1st, 2011. The HTA shall be responsible to collect all fees and shall be responsible for the registration of all participants.

5. COACHES, INSTRUCTORS, ASSISTANTS AND DIRECTORS. All coaches, instructors, assistants and directors for the Program shall be employees and/or independent contractors of the HTA and shall not be considered employees or independent contractors of the Village. The HTA shall be responsible for the hiring, training, assignment, discipline and dismissal of all coaches, instructors, assistants and directors for the Program. The HTA shall solely be responsible for their benefits, wage and disability payments, pension and workers' compensation claims, damage to or destruction of equipment and clothing and medical expenses.

6. AMENDMENTS AND MODIFICATIONS. This Agreement may be modified or amended from time-to-time by the authorized representatives of the Village and the authorized representatives of the HTA, provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the Village and the authorized representatives of the HTA.

7. INDEMNIFICATION. Each party to this Agreement agrees to indemnify, defend and hold harmless the other party, their directors, officers, employees and agents, for and against all injuries, deaths, losses, damages, claims, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may in any

way accrue against either party for the other party's negligent or wrongful acts or omissions as a consequence of this Agreement.

8. COVENANT NOT TO SUE. The HTA forever releases and discharges the Village, its directors, officials, agents or employees from all claims, demands, damages, actions or causes of action which may arise out of the HTA's use of the Village's Facilities for the Program. The HTA covenants not to sue or otherwise bring any action in law or equity against the Village, its directors, officials, agents or employees for any claims, loss, damage, expense, debt or liability of any nature whatsoever which the HTA, its employees, and/or agents may sustain as a result of the use of the Village's Facilities.

9. INSURANCE. At its own expense, the HTA shall name the Village as an additional insured on any and all of its existing general and excess liability insurance policies. The HTA shall maintain during the duration of this Agreement a general liability insurance policy with a general aggregate limit of at least one million dollars (\$1,000,000.00). The Village shall remain an additional insured under said policies during the entire term of this Agreement. The HTA shall provide the Village with a copy of said policies naming the Village as an additional insured within fifteen (15) days after execution of this Agreement. During the term of this Agreement, the HTA shall keep in full force and effect workers' compensation insurance with a reputable, state registered insurance company with policy limits to cover statutory liability.

10. DURATION OF THIS AGREEMENT. This Agreement shall remain in full force and effect after execution by the parties, as set forth above, and shall expire on December 31, 2011

11. TERMINATION. This Agreement may be terminated at any time by either party upon thirty (30) days written notice of the effective date of said termination from the terminating party. Notice of termination shall be governed by the provisions of paragraph 13 below. The HTA shall not be entitled to reimbursement of any fees

remitted to the Village if this Agreement is terminated by the HTA after the Program has commenced pursuant to paragraph 2 above.

12. NOTICE. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or personal service to the persons and addresses indicated below or to such addresses and persons as either party hereto shall notify the other party of in writing pursuant to the provision of this paragraph.

To the Village:

Village Manager

Village of Hinsdale

19 East Chicago Ave

Hinsdale, IL 60521-3489

To the HTA:

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

13. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Illinois both as to interpretation and performance.

14. NON-ASSIGNMENT. This Agreement shall not be assigned by either party without the written consent of the other party.

15. BINDING AUTHORITY. The individuals executing this Agreement on behalf of the HTA and the Village represent that they have the legal power, right and actual authority to bind their respective parties to the terms and conditions of the Agreement.

16. EFFECTIVE DATE. The effective date of this Agreement as reflected above shall be the date that the Village Clerk of the Village attests the signature of the Village Manager.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representatives on the day and year first written above.

VILLAGE OF HINSDALE

THE HINSDALE TENNIS ASSOCIATION

By: David Cook
Its: Village Manager

By: Tom Lockhart
Its: President

ATTEST

ATTEST

By: Christine Bruton
Its: Deputy Village Clerk

By:
Its: Secretary

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Hinsdale Hospital Special Use Permit	APPROVED Gina Hassett, Director of P & R

Hinsdale Hospital Special Use Permit

The Hinsdale Hospital Medical Staff Auxiliary hosts an annual charity walk. Due to the construction work at the hospital they are requesting to start the walk at Burlington Park. The event is held to benefit the Hands and Feet To Costa Rica 5th annual mission fundraiser. They are asking that the permit fee be waived.

The walk would start and end at the park. The hospital would request the Village provide additional waste receptacles on site. No other additional set up from Village staff has been made. The Hospital has been in contact with the Police Department for a race permit.

Should the ACA Committee agree to give Hinsdale Hospital Medical Staff Auxiliary permission, the following motion would be appropriate:

MOTION: To recommend to the Board of Trustees to waive the fee and approve the special use permit for Hinsdale Hospital Medical Staff Auxiliary walk to be held for Burlington Park for Sunday, April 10, 2011.

STAFF APPROVALS

Parks & Recreation APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Administration and Community Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM KLM Ballroom Floor	APPROVED Gina Hassett, Director of P&R

KLM Ballroom Floor Replacement



KLM 2nd floor ballroom floor has been slated to be replaced since 2007. The item was deferred and Staff had the floor refinished in hopes to extend the life of the floor. Since refinishing the floor has continued to buckle and cause problems each month. Staff in house have worked to repair the floor but it has not been successful. This had been an issued for weddings and our ballroom dance program. The floor is need of a full replacement. Staff has received multiple quotes and suggestions on how to repair the floor. Staff has received 2 competitive prices for a full tear out. The floor and the concrete laid between the sleepers will be pulled out. The concrete will be replaced with foam insulation and this will add a sound and moisture barrier for the floor. Because of the age of the building and uniqueness of the job, staff is requesting to waive the competitive bid price and award the job to the low bidder.

Both of the quotes were received from businesses that met with staff and they removed a section of the floor to anticipate any issues that may arise during the replacement process.

The low bid was received from Danmar in the amount of \$16,190. Staff is asking that we accept the quote from Danmar waiving the competitive bid process.

MOTION: To recommend to the Board of Trustees to waive the competitive bid process and approve Dammar's quote to replace the KLM 2nd Floor Ballroom in the amount of \$16,190.

STAFF APPROVALS

Parks & Recreation APPROVAL 	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:**BOARD ACTION:**

WIGHTMAN BUILDERS

INCORPORATED

DEVELOPER • BUILDER • DESIGNER

**PROPOSAL
FOR THE VILLAGE OF HINSDALE
KATHERINE LEGGE MEMORIAL LODGE
1/27/2011**

Included:

- | | |
|---|--------------|
| 1) Complete tearout of existing 2nd hardwood flooring. | \$ 2,600.00 |
| 2) Tearout existing sleeper supports. | \$ 520.00 |
| 3) Removal of base trim and heater covers then reinstallation of. | \$ 1,000.00 |
| 4) Removal of existing concrete filler. Allowance | \$ 2,560.00 |
| 5) Rebuild structural sleeper as needed. Allowance | \$ 1,000.00 |
| 6) Replace concrete with insulation. | \$ 1,400.00 |
| 7) Reinstall sleeper supports with 3/4" plywood, glued and secured. | \$ 2,000.00 |
| 8) Reinstall 1500 sq. ft. of new 3/4" X 2 1/4" in Red Oak T&G flooring sanded and refinished with 3 coats of finish. Color selection per Village. | \$ 10,500.00 |
| 9) Remove all debris from site including dumpsters. | \$ 950.00 |

Allowance items are time and materials, time billed at \$38.00 per hour.

All work work to be performed per village specifications.

Total cost of project per builder's best estimate of Allowance Items. \$ 22,530.00

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER Administration and Community Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM Pool Concession	APPROVED Gina Hassett, Director of P&R

CONCESSION SERVICES

The current concession vendor at the pool is C & W Concessions. In 2009 they were the sole bidder for the contract. Staff is asking to waive the bid procedure and secure a two lease with the current vendor.

Attached please find a License Agreement for the Pool Concessions at the Community Pool. The agreement is for same terms as the previous agreement with a 5% increase for each year; \$7,350 in 2011 and \$7,717 in 2012.

Should the Committee concur with Staff's recommendation, the following motion would be appropriate:

MOTION: To recommend to the Board of Trustees to waive the complete bid process and approve the Lease Agreement between C & W Concessions and the Village of Hinsdale.

STAFF APPROVALS

Parks & Recreation APPROVAL	 APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

VILLAGE OF HINSDALE
**LEASE AGREEMENT
FOR CONCESSION STAND OPERATIONS**

THIS LEASE is made and entered into this _____ day of 2011, by and between the Village of Hinsdale, DuPage and Cook Counties, Illinois (hereinafter "Lessor") and C & W Concessions, an Illinois operation (hereinafter "Lessee") for the operation and use of certain concession stand facilities located at the Hinsdale Community Swimming Pool and for sales of concessions during Fourth of July festivities.

WITNESSETH:

WHEREAS, the Lessor desires to lease concession stand facilities to, and to permit concession sales by, the Lessee in exchange for the consideration described herein; and

WHEREAS, the Lessee desires to lease concession stand facilities from, and to sell concessions as requested by, the Lessor;

NOW, THEREFORE, in consideration of the premises and the terms and obligations stated herein, the Lessor and the Lessee agree as follows:

Section 1. Recitals. The foregoing recitals are incorporated herein as substantive provisions of this Lease Agreement.

Section 2. Lease Term. This Lease shall be for a term of two years, commencing on May 1st, 2011 and terminating on September 15, 2013.

Section 3. Lease of Facilities. The Lessor leases to the Lessee the following facilities (the "Facilities"):

1. The Hinsdale Community Swimming Pool Concession Stand; with Storage at Veeck Park.

The Lessor shall not provide utilities at any of the of the facilities except only the Lessor shall provide electricity, gas and refuse disposal at the Swimming Pool Concession Stand and Veeck Park only.

Section 4. Rent. The Lessee covenants and agrees to pay to the Lessor as Rent for the use of the Facilities the sum of \$7,350 for year one. Rent payment of \$3,675 shall be due on May 1st and the remaining amount of \$3,675 due on September 15th. If the facility were closed and were not to operate the rent shall be prorated on the number of days business is lost, the conditions do not include closures related to inclement weather. The terms for the 2nd year will assume a 5% increase with the total payment of \$7,717.

Section 5. Agreement to Sell. The Lessee agrees to be open for business at the Hinsdale Community Swimming Pool Concession Stand on every day that the Swimming Pool is open to the public or open for special events during all Swimming Pool hours of operation.

Section 6. Village Right to Approve Goods and Pricing. The Lessee agrees that the Lessor must approve in advance all items to be sold from the Facilities and the retail price to be charged for all such items.

Section 7. Condition of Facilities. The Lessee agrees to maintain all of the Facilities, in a clean, neat, and orderly condition at all times. The Lessor shall provide refuse receptacles at all Facilities. The Lessee shall make no changes to or modification of the Facilities without the prior written approval of the Lessor. Immediately after termination of this Lease for any reason, the Lessee shall return all the Facilities to the Lessor in the same condition as received, except only for ordinary wear and tear.

Section 8. Compliance with Laws. The Lessee agrees to fully comply with all federal, state, and local laws and regulations, and with all agency rules and regulations applicable to the operation and use of the Facilities.

Section 9. Lessee Responsibility Indemnification. The Lessee agrees that the Lessee is solely responsible for any and every loss, damage, or injury to the Facilities, or to the Lessee or any employee or agent of the Lessee, or to any customer or guest of the Lessee or the Facilities, arising out of or in any way related to the Lessee's operation and use of the Facilities or to any sales of concessions by the

Lessee. The Lessee agrees to indemnify, hold harmless, at the Lessor's request defend the Lessor against any and all claim or actions of any kind or nature whatsoever arising out of in any way related to the Lessee's operation and use of the Facilities or to sales of concessions.

Section 10. Insurance. The Lessee shall acquire and maintain full general liability insurance coverage in an amount of at least \$1,000,000 shall provide the Lessor with a certificate of insurance naming the Lessor as an additional insured under the policy providing such general liability coverage.

Section 11. Termination by Lessor. This Lease may be terminated by the Lessor at any time on three days notice to the Lessors for cause. For purposes of this Lease Agreement, "cause" is defined to include any and every violation or breach by the Lessee of any term, condition, or provision of this Lease.

Section 12. No Assignment. Lessee shall neither assign any rights or obligations under this Lease nor sublet any portion of any of the Facilities without the prior written approval of the Lessor.

Section 13. Incorporation of Bid Terms. The requirements of Section C through H and Section J of the "Village of Hinsdale Request for Proposal Bid #1459 Concession Services" are incorporated in and made a part of this Lease by this reference.

LESSEE:

LESSOR:

C & W CONCESSIONS

VILLAGE OF HINSDALE

By: _____

By: _____

Name: David Creamer

Name: David C. Cook

Title: President

Title: Village Manager

FEIN: 36-42215300009

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Administration
ITEM Stagedoor Fine Arts Request to Place a Banner in Burlington Park.	APPROVAL Darrell Langlois Assistant Village Manager/ Finance Director

Attached is a request from Stagedoor Fine Arts to place a banner in Burlington Park. The current Village policy on banners only gives the Village Manger the authority to approve banners from non-profit corporations only. In that Stagedoor Fine Arts is organized as an S-Corporation, the Village Manager can not approve this request and thus this request is being forwarded to ACA for its consideration. Background information on the event is provided in the application as well as in attached e-mail correspondence.

If the Committee approves the banner request, then the following motion would be appropriate:

MOTION: To recommend Board approval of the Banner Request from Stagedoor Fine Arts.

APPROVAL	APPROVAL	APPROVAL	APPROVAL 	MANAGER'S APPROVAL 
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COMMITTEE ACTION

BOARD ACTION:

Village of Hinsdale - Banner Reservation Form

Organization Making Request*: Stagedoor Fine Arts at The Hinsdale Community House

Contact Information Name*: Jane Johnson

Complete Address*: 28 Woodstock Ave, Clarendon Hills, IL 60514

Daytime Phone*: 630-536-9898 FAX Number: _____

E-mail address*: jane.davej@comcast.net

Please indicate in a box above your preferred method of being contacted with approval.*

Choose from the following banner options*:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Horizontal Banner
Displayed at Burlington Park
Displayed on Private Property
Size: 6' (L) x 3' (H)
Maximum length of display – 2 weeks
<i>Must have grommets or d-rings for installation</i> | <input type="checkbox"/> Vertical Banner
Displayed on Village Street Lights
Size: 2' (W) x 4' (H)
Maximum length of display – 3 weeks
<i>Must have sleeves to accommodate bracket arms</i> |
|--|---|

A representation of the banner must accompany this reservation form.

Discard banner(s) upon removal *or* I will pick up banner(s) after display period

★ Name of Event*: HAIRSPRAY (the musical)

Date of Event*: Feb 11, 12, 13, 18, 19, 20 Requested Display Period*: Feb 5-19

*Required information

Office Use Only

Date: _____ Approved by: _____

Banner Rec'd: _____ Banner Disposition: _____

Important Notes for Applicants: This completed form must be received in the Village Manager's office, at a minimum, no later than two weeks prior to the beginning of the requested display period. Due to limited space, banners are displayed on a first-come, first-served basis, according to Village policy. You will receive confirmation of approval. Upon receipt of notification of approval, banners may then be delivered to the Village Hall; the Village will arrange installation for the approved display period. Banners not designated for disposal, must be picked up within one week of the display period.

Village of Hinsdale
Village Manager's Office, 19 East Chicago Avenue, Hinsdale, IL 60521
Phone: (630) 789-7011 Fax: (630) 789-7015

★ This production features over 80 youth, ages 7-21 in our community. Stagedoor Fine Arts is the inhouse theatre company at The Community House in Hinsdale.

Christine Bruton

From: David Cook
Sent: Tuesday, February 01, 2011 2:05 PM
To: Christine Bruton
Subject: FW: HAIRSPRAY Banner in Burlington Park

fyi

David Cook
Village Manager
Village of Hinsdale
19 E. Chicago Avenue
Hinsdale, IL 60521-3431
Phone: (630) 789-7013
Fax: (630) 789-7015
Email: dcook@villageofhinsdale.org

From: Schultz, J. Bob [<mailto:J.Bob.Schultz@chase.com>]
Sent: Friday, January 28, 2011 12:13 PM
To: David Cook
Subject: FW: HAIRSPRAY Banner in Burlington Park

Dave,
I don't have problem with this.

Bob Schultz
630-561-1968

From: Jane Johnson [<mailto:janedavej@comcast.net>]
Sent: Friday, January 28, 2011 12:10 PM
To: trustees@villageofhinsdale.org
Subject: HAIRSPRAY Banner in Burlington Park

Dear Village of Hinsdale Trustees,

I was told by the Hinsdale Town Hall office , that I should email you about the placement of a banner in Burlington Park. Over 80 area youth, mainly from Hinsdale and Clarendon Hills, are performing in a production of HAIRSPRAY at the Hinsdale Community house for two weekends in February. We have been denied permission to hang the banner so far, because of the "non for profit" stipulation. We feel that the banner should be allowed to hang in Burlington Park, because we, the families whose children are in the show, are not making any profit on the show. The only ones receiving any type of payment will be the Stage Door Fine Arts directors, who cannot afford to give their services for free. They are currently the in house theatre company at the Community House.

Furthermore we feel that having a production as wonderful as HAIRSPRAY...at the Community House, is an enriching fine arts event for our community! If Stage Door Fine Arts does not have the support of our community, they are several other villages that would love to have them move their productions to their theaters.

Another note....The Hairspray cast performed a benefit concert last week where they raised \$1300 for CEP Youth Leadership which services disadvantaged youth. Stage Door Fine Arts Gives Back is an on going program that our cast members participate in to give back to the community.

My final plea is that, Bam Theatre was allowed to hang a banner in Burlington Park last year publicizing their summer shows. They also pay their directors and are also a wonderful performing arts group in our community. We should embrace them all with open arms.

I was told that if one of the trustees approved the placement of the banner, that we could be given permission from Town Hall to do so. We were hoping to have it hung by February 6th. Thanks you so much for your consideration.

Jane Johnson
(A cast member mom!)

630-536-9898

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VILLAGE OF HINSDALE BANNER PLACEMENT POLICY

Pursuant to direction of the Board of Trustees, the following guidelines shall apply to requests for placement of banners in Burlington Park and on Village-owned streetlight poles in the central business district (CBD).

- All banners that are displayed in Burlington Park or on Village-owned streetlight poles in the CBD property require written permission of the Village Manager's Office.
- Any banners that are displayed in Burlington Park or on Village-owned streetlight poles in the CBD are to promote a special celebration or event being held in the Hinsdale area that may be of interest to the community and/or activities sponsored by a not-for-profit organization or governmental agency.
- Requests for placement of banners shall be recognized first for recurring annual events for which banners previously have been placed and then for requests in the order (in time) that they are received by the Village.
- All requests submitted to the Village must include a request letter and a completed Banner Reservation Form including graphical representation of the proposed banner. Requests must be received in a timely fashion in order to ensure proper consideration by the Village Manager's Office.
- Only one (1) banner will be permitted in Burlington Park for any single event or for any single organization or affiliated organization at any one time.
- Display on Village-owned street light poles is limited to twelve (12) 2' x 4' banners at any one time.
- The maximum duration for any banner will be two (2) weeks in Burlington Park and three (3) weeks on Village-owned street light poles.
- The number of times that banners will be allowed for any one organization (including any group of affiliated organizations) shall be limited to one per calendar month.
- Banners to be displayed in Burlington Park shall measure 3' x 6' and must be horizontally-oriented. Banners to be placed on Village-owned streetlight poles shall be 2' x 4' and must be vertically-oriented.
- A banner reservation form must be completed in its entirety and an accurate graphical representation of the proposed banner must be attached to the reservation form.
- The Village of Hinsdale reserves the right to decline a banner request based on banner content or failure to adhere to any element of the stated banner policy.

Note: These provisions do not apply to the Village of Hinsdale, which will have priority use of all banner locations for its events.

REQUEST FOR BOARD ACTION

AGENDA SECTION NUMBER ACA	ORIGINATING DEPARTMENT Parks and Recreation
ITEM 2011 Swimming Pool Fees	APPROVED Gina Hassett, Director of P&R

COUMMUNITY POOL FEES

The Park and Recreation Commission recommended pool membership rates for the 2011 season. Two members of the Finance Commission reviewed the pool history and made recommendations regarding the fees to the Finance Commission on Thursday, February 3, 2011. The rates listed have full support of the Finance Commission.

The fee membership fees increase includes bringing back the weekend hours until 8:00 pm and adding one additional week of regular operating hours in the month of August.

The Finance Commission has recommended an increase in the daily rates. The expectation is that the fees will encourage families to purchase memberships.

Also approved is a 10 pass card that will be discounted by 15% off the resident youth daily rates. This pass would be the same price for Residents and Non-Residents. They will not have to be a member of the pool to purchase the 10 pass card. Currently we do have a 10 pass card in place but it was for members only and was designed for members to bring guests to the pool at a discounted rate. The old card was 10 guest visits for \$50.

The attached sheet summarizes the proposed rates. Should the Committee agree with the proposed rates the following motion would be appropriate.

MOTION: To recommend to the Board of Trustees approved rates as note on the attached for the 2011 season which includes extending weekend hours until 8 pm and adding one additional week of full hours to the 2011 season.

STAFF APPROVALS

Parks & Recreation APPROVAL	APPROVAL	APPROVAL	APPROVAL	MANAGER'S APPROVAL 
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COMMITTEE ACTION:

BOARD ACTION:

REQUEST FOR BOARD ACTION

AGENDA Administration and Community SECTION NUMBER Affairs Committee	ORIGINATING DEPARTMENT Parks and Recreation
ITEM 2011 Swimming Pool Fees	APPROVED Gina Hassett, Director of P&R

COMMUNITY POOL MEMBERSHIP FEES				
Pass Type	2010 Fee	Proposed 2011 Fee	Increase	% Increase
Resident Family Early Bird	\$250	\$290	\$40	16%
Resident Family	\$275	\$315	\$40	15%
Resident Individual Early Bird	\$145	\$165	\$20	14%
Resident Individual	\$165	\$185	\$20	12%
Resident Early Senior	\$75	\$80	\$5	7%
Resident Senior	\$75	\$80	\$5	7%
Non-Resident Early Family	\$475	\$515	\$40	8%
Non-Resident Family	\$500	\$540	\$40	8%
Non-Resident Early Individual	\$240	\$260	\$20	8%
Non-Resident Individual	\$265	\$285	\$20	8%
Non-Resident Early Senior	\$150	\$155	\$5	3%
Non-Resident Senior	\$150	\$155	\$5	3%
Nanny Pass	na	60*	na	
must have a family pass	na	60	na	

	2010 Daily Rates			Proposed 2011 Daily Rates		
	Daily Admission	Rates	Total	Daily Admission	Rate	Total
Child Resident	6857	\$5	\$34,285	6857	\$7	\$47,999
Adult Resident	1999	\$8	\$15,992	1999	\$9	\$17,991
Child Non-Resident	156	\$8	\$1,248	156	\$9	\$1,404
Adult Non-Resident	156	\$12	\$1,872	156	\$14	\$2,184
TOTAL			\$53,397			\$69,578
Guest Pass Rates - 10 Visits Only available to members			\$50	Guest Pass Rates - 10 Visits Available to Residents/Non-Residents No membership required		\$60