



ORDINANCE NO. 1739-17

AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER
TO ENTER INTO AN AGREEMENT WITH
THE LAKE COUNTY LIGHTNING BASEBALL

BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with the LAKE COUNTY LIGHTNING BASEBALL, in substantially the form attached hereto as Exhibit "A", and, by this reference, made a part hereof.

The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on March 27, 2017:

AYES: Parzio, Riess, Morgan, Corrigan, Dimaggio

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: Joseph Mancino

Joseph Mancino, Mayor

ATTEST: Donna Lobaito

Donna Lobaito, Village Clerk

ADOPTED: March 27, 2017

APPROVED: March 27, 2017

Exhibit "A"



2 LAGOON DRIVE - HAWTHORN WOODS, ILLINOIS 60047 - (847) 438-5500

**FIELD RENTAL AGREEMENT
LAKE COUNTY LIGHTNING BASEBALL**

Spring/Summer/Fall 2017

This Agreement is entered into this 27th day of March, 2017 by and between the VILLAGE OF HAWTHORN WOODS (hereinafter referred to as "VILLAGE"), and THE LAKE COUNTY LIGHTNING BASEBALL (hereinafter referred to as "LCLB"). This Agreement replaces and supersedes all previous writings and agreements pertaining to this Field Rental Agreement.

WHEREAS, LCLB is not-for profit Illinois corporation which operates competitive travel baseball programs which may benefit the residents of the VILLAGE; and

WHEREAS, the VILLAGE owns and operates certain parks and fields suitable for baseball; and

WHEREAS, the parties wish to enter into an agreement whereby the VILLAGE will maintain and provide one field at Heritage Oaks Park for LCLB to practice, train and play scheduled contests, and whereby LCLB pay rental fees to the VILLAGE; and

Now, therefore, the VILLAGE and LCLB agree as follows:

1. **RECITALS:** The recitals contained herein are specifically remade, restated, and fully incorporated into the terms and conditions of this Agreement.
2. **FIELDS:** The VILLAGE will provide and maintain one field at Heritage Oaks Park for use of LCLB. LCLB shall have use of these fields from April 1, 2017, weather depending, to October 31, 2017 during the permitted time periods of Monday thru Sunday; however the Heritage Oaks Park field may not be utilized more than six days consecutively.

Heritage Oaks Park Field 2

- April 1, 2015 – October 31, 2017
- Monday through Friday use (as specified in Attachment B) shall be from 2:00 P. M. – 8:00 P.M., with the exception of the following dates: July 5th -9th, 2017. The Fields at Heritage Oaks Park are reserved for a Baseball Tournament on those dates.

VILLAGE USE of Parks

- For the purposes of this Agreement, permitted use shall mean that the VILLAGE will not schedule other organized sports activities or reserve fields during the permitted times. LCLB will receive a permit for field use that should be carried with them at all times to provide proof of reservation should a conflict with another group arise. The Hawthorn Woods Police Department will also have a copy of the permit.
- During any times that LCLB is not scheduled to use the fields, the VILLAGE shall maintain the field schedule for other users. The VILLAGE reserves the right to allow for public use of park properties and schedule other users, programs, or events as the VILLAGE determines on a first come first serve basis.

3. FIELD STANDARDS AND MAINTENANCE: The VILLAGE will maintain the fields to standards consistent with the VILLAGE's Public Parks NRPA Schedule. The VILLAGE will be responsible for the costs and expenses associated with all maintenance of the park areas immediately outside the fields of play and of the grass areas of the fields. Such maintenance includes, but is not limited to, grass cutting, aeration, weed control, fertilizing, and seeding. LCLB shall be responsible for the costs and expenses associated with additional infield maintenance. Such infield maintenance includes, but is not limited to enhancing grass portions of the field and markings of the fields for play. Each party shall give written notice to the other of any deficiencies in their respective maintenance obligations and the parties shall make the best good faith efforts to resolve any disputes.

4. FIELD PLAYABILITY AND SAFETY: LCLB without any liability to the VILLAGE, shall cancel play or practice when field conditions are too wet or muddy for safe play or when weather conditions could impact the turf conditions and field growth at VILLAGE parks.

- LCLB agree to follow the VILLAGE'S safety policy that all play is to be suspended upon the sound of thunder, the surge of high winds or tornado sirens, or when the lightening detection system sounds or lightening is sighted. All individuals are mandated to seek shelter indoors and immediately suspend play or practice to ensure the safety of all youth and adults during inclement weather.

5. FIELD SECURITY DEPOSIT: A \$500.00 cash deposit will be required by April 19, 2017 if one is not already held from previous season to be used in the event that the fields are rutted, grass uprooted or fields permanently damaged by misuse of play on muddy conditions. The \$500.00 cash deposit will be drawn down to repair or replace the turf on assigned fields. This security deposit will be provided to the VILLAGE at the beginning of each playing season. Any unused cash deposit will be returned at the end of the playing season.

6. EXTRAORDINARY FIELD IMPROVEMENTS: If additional field improvements are requested by LZLC, the VILLAGE shall consider the request for improvements and if approved, the LCLB will pay for materials and supplies needed to make the field improvements and the VILLAGE will contribute the labor and equipment to make the field improvements. If a contractor is utilized for the improvements and the VILLAGE approves such improvements, the cost will be paid by LCLB. LCLB will be responsible for the costs and expenses associated with marking and laying out the fields for play and for providing their own equipment and bases.

7. ANNUAL FEES: In order to help offset the costs associated with the regular maintenance, personnel, and operational costs as determined by the VILLAGE, LCLB will make a payment of \$5,000.00 to the VILLAGE to be paid in two installments. The first, totaling \$3,000.00 will be paid on or before April 1, 2017. The second payment of \$2,000.00 is due to the VILLAGE on or before August 31, 2017.

8. **MEETING AND SCHEDULING:** The VILLAGE and LCLB may schedule an annual meeting to discuss issues relating to this Agreement and any other meetings that are deemed necessary by one of the parties to this Agreement. All LCLB uses of the fields shall be scheduled so that practices and games co-ordinate with the time allowed on the approved permit. The LCLB 2017 spring/summer/Fall schedule is attached hereto as Attachment "B". Teams may show up one hour prior to the starting usage time each day for the purpose of preparing the fields for usage.

- Permits must be displayed or provided upon request from the VILLAGE staff monitoring field use.
- Field rentals are non-exclusive and specifically reserved by date, time and location, and any change in field requests must be coordinated through the Parks and Recreation Department at 847-847-3531.
- Communication will be the essential component to the success of any request to reschedule. The VILLAGE will make every effort possible to assist in rescheduling fields and avoiding conflicts. LCLB shall communicate to the VILLAGE any tournaments or extraordinary events they may schedule that may need VILLAGE notification and an additional permit and fees.

9. **INSURANCE:** LCLB shall provide on or before April 1, 2017, a Certificate of Insurance with limits not less than the following:

- Per occurrence—Bodily Injury - \$1 Million Dollars. Bodily Injury and Property Damage combined - \$1 Million Dollars.
- Aggregate—Bodily Injury - \$2 Million Dollars. Bodily Injury and Property Damage combined - \$2 Million Dollars.
- LCLB shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that LCLB 'S policies are primary in coverage as to any injury or damage caused by LCLB or activities, including restaurant or food service provider that may vend out of VILLAGE park properties.

10. **TRASH REMOVAL:** The VILLAGE is responsible to supply and maintain one (1) fifty-five (55) gallon trash container per field and to dispose of the contents of the said containers. LCLB shall be responsible to pick up loose trash, generated as a result of its use of the assigned fields, and place the trash into the designated containers.

11. **TOILET FACILITIES:** The VILLAGE shall be responsible to provide separate toilet facilities (permanent or portable) for both males and females at the assigned fields. The maintenance and cleaning of said toilet facilities shall be the responsibility of the VILLAGE.

12. **TERM:** The term of this Agreement shall be in full effect for the times requested in the approved permit for the 2017 season only. An extension of this Agreement or a new Agreement may be offered by the VILLAGE on an annual basis. Notwithstanding the foregoing, either party may terminate this Agreement by providing ninety (90) days written notice to the other party. The VILLAGE retains severability and or modification rights should conditions prohibit play.

13. **SPORTSMANSHIP:** All teams must play with appropriate consideration for fairness, ethics, respect and a sense of fellowship with one's competitors. This applies to members and teams of the same sport, as well as another sport sharing the field or adjacent to the field. In the case of an overlap of fields as sometimes happens with baseball and soccer, lacrosse or football at Heritage Oaks Park, any team utilizing the fields for practice in lieu of playing a game must yield the portion of the field that is shared for the duration of the games being played. Yielding the field includes providing adequate space between play areas for both sports to be able to play safely and without interference.

Additionally, once a player is committed to a team, it is unsportsmanlike for coaches or managers of another team to solicit the player to join a different team. Any substantiated report of unsportsmanlike conduct may constitute a breach of this Agreement.

14. **SCHOOL DISTRICT DISCRIMINATION:** No team has the right to deny Hawthorn Woods children from an opportunity for trying out for a team or joining a team where no tryouts are necessary. In the case that tryouts are required, the child should qualify for the team, based on skill without regard to school district. All children, regardless of which school they attend or will attend, have the right to join or tryout for the team. There shall be no discrimination based on school district.

15. **INTEGRATION CLAUSE:** The parties agree that each of them are authorized to enter into this Agreement and that this Agreement contains the entire Agreement of the parties and supersedes all prior Agreements, writings, oral representations, notes, and communications regarding the terms of this Agreement, and this Agreement expresses the full understanding of the parties.

16. **INDEMNIFICATION :** LCLB hereby indemnifies and agrees to hold harmless and defend the VILLAGE, its elected officials, officers, agents and employees from and against any loss, claim, damage, claim for damages or liability, including attorney's fees for injuries to all persons and any and all other damage arising out of the execution of this Agreement, LCLB use or occupancy of the fields identified in this Agreement, any activity on or about the fields identified in this Agreement or due to any act or omission of LCLB its agents, players, invitees or employees. Nothing herein contained shall be construed as a waiver of any immunities or defenses the VILLAGE, its elected officials, officers, agents or employees might have to any claims covered by this paragraph. This Indemnification shall survive the termination of this Agreement.

17. **AGREEMENT NOT ASSIGNABLE:** This Agreement is not assignable or transferable without prior written consent of the VILLAGE. Any such assignment without prior written consent of the VILLAGE shall be null and void and will have no force or effect and shall entitle the VILLAGE to immediately terminate this Agreement.

18. **DEFAULT:** In the event of a breach or default of this Agreement, the parties may terminate this Agreement and each party retains all rights at law or in equity including the right to specific performance. The exercise of one or more remedies shall not preclude the alternate subsequent exercise of another remedy.

VILLAGE OF HAWTHORN WOODS

By: Samuel O. Uecker

Chief Operating Officer

Attest: Dana Bobaito

Date: 4/3/17

Lake County Lightning Baseball

By: [Signature]

Attest: [Signature]

Date: 4/4/17

Attachment "A"

HERITAGE OAKS PARK BASERBALL FIELDS SPRING/SUMMER/FALL 2017

Location SOFTBALL FIELD #1

Color Key	LCL	Public Use					
Time/Days	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
9-10 am	Public Use						
10-12 pm	Public Use						
12-2 pm	Public Use						
2-3 pm	Public Use						
3-4 pm	Public Use						
4-5 pm	Public Use						
5-6 pm	Public Use						
6-7 pm	Public Use						
7-8 pm	Public Use						

Location BASEBALL F FIELD #2 (East Field) and BASEBALL FIELD #3 (West Field)

Color Key	LCL	Public Use					
Time/Days	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.
9-10 am	Public Use						
10-12 pm	Public Use						
12-2 pm	Public Use						
2-3 pm	LCL	LCL	LCL	LCL	Public Use	Public Use	Public Use
3-4 pm	LCL	LCL	LCL	LCL	Public Use	Public Use	Public Use
4-5 pm	LCL	LCL	LCL	LCL	Public Use	Public Use	Public Use
5-6 pm	LCL	LCL	LCL	LCL	Public Use	Public Use	Public Use
6-7 pm	LCL	LCL	LCL	LCL	Public Use	Stars	Stars
7-8 pm	LCL	LCL	LCL	LCL	Public Use	Stars	Stars

Attachment "A"

Heritage Oaks Ballfields are reserved from July 5, 2017 thru July 9, 2017 for the Bear Claw Baseball Tournament.

Approved use for fifty four (54) dates in 2017 as follows:

April 3,4,5,6,11,12,13,17,19,21,24,26,27

May 2,3,4,8,9,10,11,15,16,17,18,22,23,24,25,30,31

June 1,5,6,7,8,13,15,20,22,27,28,29

July 10,11,13,19