



ORDINANCE NO. 1930-19

**AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER
TO ENTER INTO AN AGREEMENT WITH THE LAKE ZURICH LACROSSE CLUB**

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 Zurich Lacrosse Club**, 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 Hawthorn Woods, Illinois on February 25, 2019:

AYES: Bozik, Riess, Corrigan, Dimaggio, David

NAYS: 0

ABSENT AND NOT VOTING: Haiser

APPROVED: Joseph Mancino
Joseph Mancino, Mayor

ATTEST: Donna Lobaito
Donna Lobaito, Village Clerk

ADOPTED: February 25, 2019

APPROVED: February 26, 2019



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

**FIELD RENTAL AGREEMENT
LAKE ZURICH LACROSSE CLUB**

Spring/Summer Season 2019 with FALL OPTION at COMMUNITY PARK

This Agreement is entered into this 25th day of February, 2019 by and between the VILLAGE OF HAWTHORN WOODS (hereinafter referred to as "VILLAGE"), and THE LAKE ZURICH LACROSSE CLUB, (hereinafter referred to as "LZLC"). This Agreement replaces and supersedes all previous writings and agreements pertaining to this Field Rental Agreement.

WHEREAS, LZLC is not-for profit Illinois corporation which operates Lacrosse programs which may benefit the residents of the VILLAGE; and

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

WHEREAS, the parties wish to enter into an agreement whereby the VILLAGE will maintain and provide two (2) fields at Community Park for LZLC to practice, train and play scheduled contests, and whereby LZLC pay rental fees to the VILLAGE; and

WHEREAS, in addition to the field rental fees, the VILLAGE and LZLC agree that LZLC will conduct Lacrosse Camps for both Boys and Girls for the VILLAGE at Community Park over the summer of 2019 at agreed upon dates and times. Both the VILLAGE and LZLC will promote said camps equally. The VILLAGE and LZLC further agree that the revenue from the camps will be divided in an 80%-20% fashion. The VILLAGE will receive the 80% portion to offset the annual fees called out in section 7 of this document and LZLC will receive the 20% portion. (If a coach is retained for the camps, that fee will be deducted before the 80% and 20% split is calculated).

Now, therefore, the VILLAGE and LZLC 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 two (2) fields at Community Park for non-exclusive use of LZLC. LZLC shall have use of these fields from April 1, 2019, weather dependent, to October 31, 2019 during the permitted time periods of Monday thru Sunday; however the Community Park fields may not be utilized more than six days consecutively.

Community Park Field #1 (Front field Old McHenry)

- April 1, 2019 – May 27, 2019: Monday through Friday use shall be from 3:00 P. M. – 8:00 P.M., Saturday and Sunday use shall be from 9:00 A.M. – 5:00 P.M. with the exception of the following date: April 6, 2019, which is reserved for the Villages' "Bark in the Park" special event.
- June 1, 2019 – October 31, 2019: Monday through Thursday use shall be from 3:00 P.M. – 8:00 P.M. (or dusk), Friday, there shall be no use of the field, Saturday and Sunday use shall be from 9:00 A.M. – 5:00 P.M. with the exception of the following dates: June 29, 30, July 1, July 2, July 3, and July 4, 2019.

Community Park Field #2 (Rear Field behind softball outfields)

- April 1, 2019 – May 27, 2019: Monday through Friday use shall be from 3:00 P.M. through 8:00 P.M., Saturday use shall be from 9:00 A.M. through 5:00 P.M., and Sunday use shall be from 10:00 A.M. through 5:00 P.M.
- June 03, 2019 – October 31, 2019: Monday through Thursday use shall be from 3:00 P.M. – 8:00 P.M., Friday, there shall be no use of the field, Saturday use shall be from 9:00 A.M. through 5:00 P.M., and Sunday use shall be from 10:00 A.M. through 5:00 P.M. with the exception of the following dates: June 29, 30, July 01, and July 2, July 3, July 4, 2019.

Bridlewoods Park Multi-Purpose Field (Rear Field behind parking Lot)

- April 1, 2019- October 31, 2019: Monday through Friday use shall be from 3:00 P. M. through 8:00 P.M., Saturday use shall be from 9:00 A.M. through 5:00 P.M., and Sunday use shall be from 10:00 A.M. through 5:00 P.M., with the exception of the following dates: July 3, July 4, and July 5, 2019.

VILLAGE Use of Parks

- The VILLAGE reserves the use of Community Park on July 1, 2019 through and including July 05, 2019 for fireworks set up and cleanup. No other scheduled use will be permitted during these events.
- The VILLAGE plans to use Community Park Field #1 (front field) on Saturday, April 6, 2019 from 9:00 A.M. – 1:00 P.M. to conduct a Community Special Event, "Bark in the Park". No other scheduled use will be permitted during this event.
- The VILLAGE plans to use the Community Park and parking lot on Friday's beginning on June 7, 2019 through September 13, 2019 for its Concerts in the Park series.
- 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. LZLC 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 LZLC 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 appropriate to promote recreation, fitness or community spirit.
- A fall field use option will also be available to exercise at the request of LZLC. LZLC may utilize the back field at Community Park for \$500.00 through October 31, 2019. This is an add-on option price only and may not be used as a stand-alone pricing structure. Continued use of Community Park Front Field and or Bridlewoods Park will result in additional \$500 charges assessed for each field so utilized by LZLC.
- No season ending tournament play will be authorized unless previous written approval is granted by the Village of Hawthorn Woods. The Village retains the right to assess additional fees if and when any tournament play is reviewed and approved. LZLC will receive previous notice of any such assessed fees.

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. LZLC shall be responsible for the costs and expenses associated with additional field maintenance. Such field 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:** LZLC, 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.
- LZLC 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 March 1, 2019 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 LZLC 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 LZLC. LZLC will be responsible for the costs and expenses associated with marking and laying out the fields for play and for providing their own equipment such as nets and cones
7. **ANNUAL FEES:** In order to help offset the costs associated with the regular maintenance, personnel, and operational costs as determined by the VILLAGE, LZLC will make a payment of \$5,948.00 to the VILLAGE and to be paid in two equal installments. The first, totaling \$2,974.00 will be paid on or before April 1, 2019. The second payment of \$2,974.00 is due to the VILLAGE on or before September 4, 2019. The second payment may be offset by the VILLAGE'S portion of the 80% revenues from the Lacrosse Camps for both Boys and Girls. The Village reserves the right to request an annual increase of this fee; however, any requested increase shall not exceed 5% of the previous year's payment.
8. **MEETING AND SCHEDULING:** The VILLAGE and LZLC 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 LZLC uses of the fields shall be scheduled so that practices and games co-ordinate with the time allowed on the approved permit. The LZLC 2019 schedule is attached hereto as Attachment "A" and 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. LZLC 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:** LZLC shall provide on or before April 1, 2019, 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.
- LZLC shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that LZLC'S policies are primary in coverage as to any injury or damage caused by LZLC 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. LZLC 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 2019 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 Community 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 :** LZLC 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, LZLC 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 LZLC its agents, players, invitees or employees. Nothing herein contained shall be construed as a waiver of any defenses or immunities 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: *[Signature]*
Mayor

By: *Pamela O. Ueberon*
Chief Operating Officer

Attest: *[Signature]*

Date: 2/27/19

LAKE ZURICH LACROSSE CLUB

BY: *[Signature]*

Attest: *[Signature]* SANDRA CREW.

Date: 1/11/19