



ORDINANCE NO. 1933-19

**AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER
TO ENTER INTO AN AGREEMENT WITH THE LAKE COUNTY STARS 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 Stars 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 Hawthorn Woods, Illinois on February 25, 2019:

AYES: Kosik, Riess, Corrigan, DiMaggio, David

NAYS: 0

ABSENT AND NOT VOTING: Kaiser

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 COUNTY STARS BASEBALL TEAM
April 1st through October 31st Season 2019**

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 COUNTY STARS BASEBALL TEAM, (hereinafter referred to as "LC STARS"). This Agreement replaces and supersedes all previous writings and agreements pertaining to this Field Rental Agreement

WHEREAS, LC STARS is a not-for-profit Illinois corporation which operates 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 softball; and

WHEREAS, the parties wish to enter into an Agreement whereby the VILLAGE will maintain certain fields at VILLAGE Parks for LC STARS to practice and play and whereby LC STARS will pay rental fees to the VILLAGE to help offset VILLAGE maintenance/labor costs.

Now, therefore, the VILLAGE and LC STARS 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 the assigned fields #1 and #2 at Community Park and fields #1, #2, and #3 at Heritage Oaks Park and Highview Park (on assigned dates) for use with the LC STARS. The LC STARS shall have **non-exclusive** use of these fields from April 1, 2019, weather depending, to October 31, 2019 during the permitted time period and location as specified. Permitted days, field location, and times will be scheduled on Attachment "A". The VILLAGE will guarantee and reserve the use of these fields as specified in Attachment "A" for LC STAR's program.

• **Community Park Field #1**

Daily use as follows: Monday through Thursday from 2:00 P.M. – 8:00 P.M., Saturday from 8:00 A.M. – 6:00 P.M. and Sunday from 10:00 A.M. – 6:00 P.M., and will be further defined upon receipt of the various league schedules. This would include extra field time from 6:30 PM to 8:00 PM on Saturdays and Sundays. The VILLAGE reserves the use of Community Park Field #1, on June 29, 2019 through and including July 4, 2019, for fireworks set up and cleanup activities. No other scheduled use will be permitted during these events without prior VILLAGE approval. Regularly scheduled use may resume effective July 5, 2019 (no concerts will be conducted in the park on that date).

• **Community Park Field #2**

Daily use as follows: Monday through Thursday from 2:00 P.M. – 8:00 P.M., Saturday from 8:00 A.M. – 6:00 P.M. and Sunday from 10:00 A.M. – 6:00 P.M., and will be further defined upon receipt of the various league schedules. This would include extra field time from 6:30 PM - 8:00 PM on Saturdays and Sundays. The VILLAGE reserves the use of Community Park Field # 2, on June 29, 2019 through and including July 4, 2019, for fireworks set up and cleanup activities. No other scheduled use will be permitted during these events without prior VILLAGE approval.

Regularly scheduled use may resume effective July 5, 2019 (no concerts will be conducted in the park on that date).

- **Highview Park Baseball Field**
LC STARS has the right to use the Highview Park Baseball Field with approval of their scheduled use by the Village of Hawthorn Woods by March 22, 2019. Daily use as follows: Monday through Friday from 4:30 P.M. – 8:00 P.M., Saturdays and Sundays from 10:00 A.M. – 6:00 P.M. The Highview Park Baseball Field will be unavailable for play on July 2, 2019 through July 4, 2019. Regularly scheduled use may resume effective July 5, 2019.
- **Heritage Oaks Park Fields #2, and #3**
LC STARS has the right to use Heritage Oaks Park Field #2 on Mondays/Wednesdays/Thursdays from 2:00 P.M. – 8:00 P.M. and Saturdays from 9 A.M. to 6 P.M. of the 2019 season; scheduling to be approved by the Village of Hawthorn Woods by March 22, 2019. The Heritage Oaks Ballfields #2 & #3 will be unavailable for play on July 3, 2019 through July 5, 2019. Regularly scheduled use may resume effective July 6, 2019.
- **Heritage Oaks Park Fields #1**
LC STARS has the right to use Heritage Oaks Park Field # 1 on Mondays/Thursdays/ Saturdays/ and Sundays of the 2019 season; scheduling to be approved by the Village of Hawthorn Woods by March 22, 2019. The Heritage Oaks Ballfield #1 will be unavailable for play from on July 3, 2019 through July 5, 2019. Regularly scheduled use may resume effective July 6, 2019.
- The VILLAGE plans to use the Community Park and parking lot on Friday's beginning on June 7, 2019 through September 13, 2019 for a Community Summer Concerts in the Park series. The parties agree that no use will be allowed on Friday's from June 7, 2019 through and including Friday, September 13, 2019 beginning at 4:00 P.M. until park closing. This would include games, practices and player assessment activity.
- 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. LC STARS 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 arises. The Hawthorn Woods Police Department will also have a copy of the permit.
- During any times that LC STARS 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.
- In the event the LC STARS needs to reschedule a make up game, LC STARS must first call the Parks and Recreation Department of the VILLAGE at (847) 847-3531 to request dates and times available to make up or reschedule events. The VILLAGE will confirm or find another replacement date.

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 all the grass areas of the fields. Such maintenance includes, but is not limited to, grass cutting, aeration, weed control, fertilizing, and seeding of all grass areas, including grass areas within the field of play. LC STARS shall be responsible for the costs and expenses associated with infield maintenance once the season starts. Such infield maintenance includes, but is not limited to, mound and

non-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. **STORAGE BINS:** LC STARS may install and maintain one (1) storage bin at Community Park and a smaller "Knaack" jobsite storage system at Heritage Oaks Park and Highview Park for the purposes of storing equipment, such as bases, home plates, pitcher's mound plate, rakes and lining materials. LC STARS shall keep the bins in good repair with monthly inspections, including annual painting in an earth tone color approved by the VILLAGE unless said bin is a pre-finished product which then shall be green or beige. The color of the paint is subject to the approval of the VILLAGE and will need to blend in with the park surroundings. No logos, names, or promotional markings shall be visible on the bins. However, contact information may be located on the exterior of the bin in a discreet manner. The storage bin, size, color and materials must be approved by the VILLAGE before installation. The VILLAGE shall have no responsibility or liability for any loss or damage to said storage bins or any of their contents. Said bins may be installed no earlier than April 1, 2019, and shall be removed by November 15, 2019, unless otherwise approved. Additionally, the VILLAGE will allow for storage of a tractor and some other baseball related equipment at the Public Works storage container located in Community Park for the 2019 season.

5. **FIELD PLAYABILITY AND SAFETY:** LC STARS shall, without any liability to the VILLAGE, 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.

- LC STARS agrees 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 lightning detection system sounds or lightning 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.

6. **FIELD SECURITY DEPOSIT:** A \$500.00 cash deposit will be required at the beginning of each playing season for both Community and Heritage Oaks Park totaling \$1,000. Should a deposit already be on file with the Village from the previous season, the LC Stars will responsible for only the remaining difference between the amount owed and the deposit on hand. Said deposit, will 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 for each park site will be drawn down to repair or replace the turf on assigned fields. This security deposit will be provided to the Finance Director of Hawthorn Woods at the beginning of each playing season. Any unused cash deposit will be returned at the end of the playing season.

7. **PESTICIDE MAINTENANCE FEE:** In order to help offset the costs of insect control, LC STARS will make a payment of \$400.00 per field used to the VILLAGE. The payment will be assessed separately from annual fees and must be received before April 2, 2019. This will be in effect for Fields #1 and #2 at Community Park and Fields #1, #2, and #3 at Heritage Oaks Park. The total pesticide fee will be \$2,000.00 for 2019.

8. **EXTRAORDINARY FIELD IMPROVEMENTS:** If additional field improvements are requested by LC STARS, the VILLAGE shall consider the request for improvements and if approved, the LC STARS 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 LC STARS. A portable/temporary fence system will be maintained on Community Park #2 at designated depths.

9. **ANNUAL FEES:** In order to help offset the costs associated with the regular maintenance, personnel, and operational costs as determined by the VILLAGE, LC STARS will make a payment of \$2,625.00 for each team in the league (6 teams) to the VILLAGE for rental including the spring and summer seasons. A total fee of \$15,750.00 will be assessed. The payments may be delivered to the VILLAGE in two equal payments, with the first payment of \$10,000.00 due before April 2, 2019 and the remaining balance of \$5,750.00 due by June 4, 2019. Annual fees are based on teams within the LC Stars organization that utilize and play their home games on VILLAGE fields. 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.
10. **MEETING AND SCHEDULING:** The VILLAGE and LC STARS 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 LC STARS uses of the fields shall be scheduled so that practices and games coordinate with the time allowed on the approved permit.
- No field use may begin prior to 8:00 A.M. (10:00 A.M. on Sundays) and must be concluded by dusk.
 - Permits must be displayed or provided upon request from park specialist or police officer monitoring field use.
 - Field rentals are non-exclusive and specifically reserved by date and 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. LC STARS shall communicate to the VILLAGE any tournaments or extraordinary events they may schedule that may need VILLAGE notification AND AN ADDITIONAL PERMIT AND FEES.
11. **INSURANCE:** LC STARS shall provide, on an annual basis 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.
 - LC STARS shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that LC STARS's policies are primary in coverage as to any injury or damage caused by LC STARS's programs or activities, including restaurant or food service provider that may vend out of VILLAGE park properties.
12. **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. LC STARS 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.

13. **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.

14. **TERM:** The term of this Agreement shall be in full effect for the times requested in the approved permit for the 2019 season only, with annual renewal opportunities pursuant to the Agreement for both parties. 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 written notice to the other party. The VILLAGE retains severability and or modification rights should conditions prohibit play.

15. **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.

16. **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.

17. **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.

18. **INDEMNIFICATION :** The LC STARS 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, LC STARS 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 LC STARS its agents, players, invitees or employees. Nothing herein contained shall be construed as a waiver of any 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.

19. **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.

20. **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 D. Weston*

Chief Operating Officer

Mayor

Attest: *Deana Rebaito*

Date: 2/27/19

LAKE COUNTY STARS BASEBALL TEAM

By: *Philip Carson*

Official

Attest: *Amy Belmonte*

Date: 2/19/19