

ORDINANCE NO. 2037-20

AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER TO ENTER INTO A FIELD RENTAL AGREEMENT COVID 19 AMENDMENT LAKE COUNTY LIGHTNING BASEBALL TEAM AUGUST 15TH THROUGH NOVEMBER 3RD, SEASON 2020

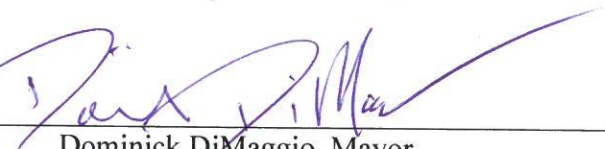
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with the Lake County Lightning Baseball Team, in substantially the form attached hereto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

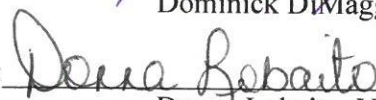
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on September 29, 2020:

AYES: Krieger, Kasik, Riess, Corrigan, McCarthy

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: September 29, 2020

APPROVED: September 29, 2020



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

**FIELD RENTAL AGREEMENT COVID 19 AMENDMENT
LAKE COUNTY LIGHTNING BASEBALL TEAM
AUGUST 15TH THROUGH NOVEMBER 3RD, SEASON 2020**

This Agreement is entered into this 28th day of September, 2020, by and between the VILLAGE OF HAWTHORN WOODS (hereinafter referred to as "VILLAGE"), and THE LAKE COUNTY LIGHTNING BASEBALL TEAM, (hereinafter referred to as "LCLB"). This Agreement replaces and supersedes all previous writings and agreements pertaining to this Field Rental Agreement.

WHEREAS, LCLB 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 LCLB to practice and play and whereby LCLB will pay rental fees to the VILLAGE to help offset VILLAGE maintenance/labor costs.

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 the assigned field #2 AND #3 at Heritage Oaks Park for use with the LCLB. The LCLB shall have non-exclusive use of these fields from August 15, 2020, weather depending, through November 8, 2020 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 LCLB's program.

- Heritage Oaks Park Field #2 and #3
LCLB will enjoy use of Field #2 & #3 as follows: Tuesday and Fridays from 4:00 P.M. – 8:00 P.M., and will be further defined upon receipt of the various league schedules.
- 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 arises. 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.

- In the event the LCLB needs to reschedule a makeup game, LCLB 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 Lighting 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:** LCLB may maintain one (1) storage bin (jobsite storage system) at Heritage Oaks Park for the purposes of storing equipment, such as bases, home plates, pitcher's mound plate, rakes and lining materials. LCLB shall keep the bin 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 VILLAGE shall have no responsibility or liability for any loss or damage to said storage bin or any of their contents. Equipment stored in said bins may be utilized no earlier than August 1, 2020, and shall be removed by November 9, 2020, unless otherwise approved.

5. **FIELD PLAYABILITY AND SAFETY:** LCLB 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.

- LCLB 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 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 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; LCLB will make a payment of \$400.00 per field used to the VILLAGE. The payment must be received on or before September 1, 2020. This will be in effect for Fields #2 and #3, at Heritage Oaks Park.

8. **EXTRAORDINARY FIELD IMPROVEMENTS:** If additional field improvements are requested by LCLB, 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. The VILLAGE must authorize and approve all such fencing prior to installation.

9. **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 \$2,000.00 for each team in the league to the VILLAGE for rental including the spring and summer seasons. A total fee of \$4,800 (2 Team/2 Field) will be assessed. The payments may be delivered to the VILLAGE in two equal payments, with the full payment of \$4,800.00 due on or before September 4, 2020. Annual fees are based on teams within the LCLB 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 LCLB may schedule an annual meeting in the fall of 2020 following the LCLB scheduled use of Heritage Oaks Park Fields #2 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.

- 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. LCLB shall communicate to the VILLAGE any tournaments or extraordinary events they may schedule that may need VILLAGE notification AND potential additional permits and fees.

11. **INSURANCE:** LCLB 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.
- 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'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. 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.

13. **TOILET FACILITIES:** The VILLAGE shall be responsible to provide separate toilet facilities for both males and females at the Assigned Fields. The maintenance and cleaning of said toilet facilities shall be the responsibility of the VILLAGE or a third-party contractor following proper safety protocols during the COVID 19 crisis for Village Staff and park system patrons.

14. **TERM:** The term of this Agreement shall be in full effect for the times requested in the approved permit for the 2020 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 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.

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 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 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: Pamela D. Lucien

Chief Operating Officer

Attest: Dana Laporte

Date: _____

[Signature]

Mayor

LAKE COUNTY LIGHTNING BASEBALL TEAM

By: JEREMY LUSZ

Official

Attest: [Signature]

Date: 09/15/20