



ORDINANCE NO. 2038-20

AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER
TO ENTER INTO AN AMENDED 2020 FALL FIELD RENTAL AGREEMENT
HAWTHORN WOODS ELITE SOCCER CLUB AMENDED TO ALLOW FOR COVID 19
ENVIRONMENTAL ISSUES

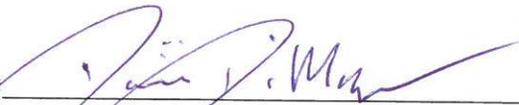
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with the Hawthorn Woods Elite Soccer Club, in substantially the form attached hereto as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

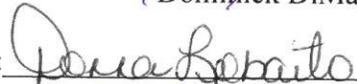
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on September 29, 2020:

AYES: Kaiser, Bosik, Riess, Corrigan, McCarthy

NAYS: Ø

ABSENT AND NOT VOTING: _____

APPROVED: 
Domipick DiMaggio, Mayor

ATTEST: 
Donha Lobaito, Village Clerk

ADOPTED: September 29, 2020

APPROVED: September 29, 2020



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

**AMENDED 2020 Fall FIELD RENTAL AGREEMENT
HAWTHORN WOODS ELITE SOCCER CLUB
AMENDED TO ALLOW FOR COVID 19 ENVIRONMENTAL ISSUES**

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 HAWTHORN WOODS ELITE SOCCER CLUB (hereinafter referred to as "HW ELITE SOCCER CLUB"). This Agreement replaces and supersedes all previous writings and agreements pertaining to this Field Rental Agreement.

WHEREAS, the HW SOCCER CLUB is a not-for-profit Illinois corporation (not affiliated with the Hawthorn Woods Village government) which may benefit the residents of the VILLAGE; and

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

WHEREAS, the parties wish to enter into an agreement whereby the VILLAGE will maintain certain fields at VILLAGE Parks for HW ELITE SOCCER CLUB to practice and play and whereby HW ELITE SOCCER CLUB will pay field usage fees to the VILLAGE to help offset VILLAGE maintenance/labor costs.

Now, therefore, the VILLAGE and HW ELITE SOCCER CLUB agrees 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 Heritage Oaks Park fields for non-exclusive use by HW ELITE SOCCER CLUB. The HW ELITE SOCCER CLUB shall have priority use of this soccer field at Heritage Oaks Park. 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 HW ELITE SOCCER CLUB.
 - Heritage Oaks Fields from August 15, 2020 through November 8, 2020 – Daily use as follows: Monday through Thursday from 3:00 P.M. – Dusk, Saturday from 9:00 A.M. to 6:00 P.M., and Sunday from 10:00 A.M. to 6:00 P.M. The field will not be utilized more than six (6) days consecutively. Portable Lights will be allowed on a limited basis subject to approval of the Village of Hawthorn Woods.
 - The Village will provide use of the Heritage Oaks Park West Picnic Pavilion (closest to the soccer fields), during scheduled use as set forth in "Attachment A". HW ELITE SOCCER CLUB agrees to provide proper supervision whenever the said Pavilion is in use in connection with HW ELITE SOCCER CLUB activities.
 - For the purposes of this Agreement, permitted use shall mean that the VILLAGE will provide a permit for field at Heritage Oaks Park that is date and time specific. HW ELITE SOCCER CLUB

will receive a permit for non-exclusive 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 HW ELITE SOCCER CLUB are 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.
 - HWESC is responsible for adhering to and following the standards for Youth Soccer practices, internal scrimmages, drills and safety precautions during the COVID 19 crisis, as set forth in the Illinois Department of Public Health Youth Sports Plan of July 2020
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, extension of play fields and seeding. HW ELITE SOCCER CLUB 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:** HW ELITE SOCCER CLUB 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. It is anticipated that start date of play could be delayed due to extension of winter conditions into early April delaying the playability of fields. Safety of players and play surface will remain the highest priority.
- HW ELITE SOCCER CLUB 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 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.
6. **EXTRAORDINARY FIELD IMPROVEMENTS:** If additional field improvements are requested by HW ELITE SOCCER, the VILLAGE shall consider the request for improvements and if approved, the HW ELITE SOCCER 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 HW ELITE SOCCER.

7. **ANNUAL FEES:** In order to help offset the costs associated with the regular maintenance, personnel, and operational costs as determined by the VILLAGE, HW ELITE SOCCER CLUB will make a onetime payment of \$3,000. The payment is due to the VILLAGE by SEPTEMBER 8th, 2020. 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 HW ELITE SOCCER CLUB 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 HW ELITE SOCCER CLUB 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, 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. HW ELITE SOCCER CLUB 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:** HW ELITE SOCCER CLUB 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.
 - HW ELITE SOCCER CLUB shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that HW ELITE SOCCER CLUB policies are primary in coverage as to any injury or damage caused by HW ELITE SOCCER CLUB 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. HW ELITE SOCCER CLUB 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 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.

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

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 try out 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 :** THE HW ELITE SOCCER CLUB 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, HW ELITE SOCCER CLUB 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 HW ELITE SOCCER CLUB 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.

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.

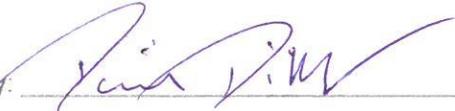
18. **DEFAULT:** In the event of a breach or default of this Agreement, the parties may terminate this Agreement and each party retains all rights at law or in equity including the right to specific performance. The exercise of one or more remedies shall not preclude the alternate subsequent exercise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

19. **SOCCER GOAL POLICY:** The undersigned agrees to adhere to the requirements of the Village of Hawthorn Woods Park & Recreation Department Soccer Goal Safety and Education Policy and the

The exercise of one or more remedies shall not preclude the alternate subsequent exercise of another remedy.

19. **SOCCER GOAL POLICY:** The undersigned agrees to adhere to the requirements of the Village of Hawthorn Woods Park & Recreation Department Soccer Goal Safety and Education Policy and the Illinois Movable Soccer Goal Safety Act, also known as Zach's Law and follows their regulations.

VILLAGE OF HAWTHORN WOODS

By: 

Mayor

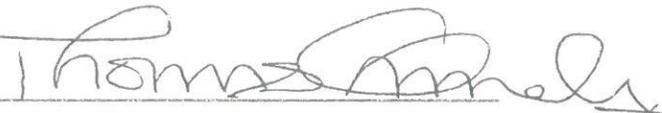


Chief Operating Officer

Attest: 

Date: _____

HW ELITE SOCCER CLUB

By: 

Official

Attest: _____

Date: 8/10-20