

ORDINANCE NO. 2257-23

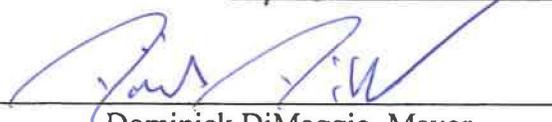
AN ORDINANCE AUTHORIZING THE MAYOR AND CHIEF OPERATING OFFICER TO ENTER INTO AN AGREEMENT WITH THE HAWTHORN WOODS CRICKET CLUB

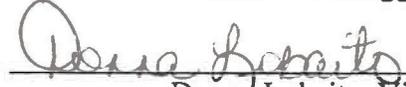
BE IT ORDAINED by the Mayor and Board of Trustees of the Village of Hawthorn Woods, Illinois, that the Mayor and Chief Operating Officer be, and the same are, hereby authorized and directed to execute an agreement with The Hawthorn Woods Cricket Club, in substantially the form attached hereto as Exhibit "A," and, by this reference, made a part hereof. The foregoing Ordinance was adopted by the Village Board of Hawthorn Woods, Illinois on April 24, 2023:

AYES: Kaiser, Beyer, McCarty, Reynolds, Sherst

NAYS: 0

ABSENT AND NOT VOTING: David

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: April 24, 2023

APPROVED: April 24, 2023



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

**FIELD RENTAL AGREEMENT
THE HAWTHORN WOODS CRICKET CLUB SPRING/FALL SEASONS 2023**

This Agreement is entered into this 27th day of March, 2023 by and between the VILLAGE OF HAWTHORN WOODS (hereinafter referred to as "VILLAGE"), and THE Hawthorn Woods Cricket Club, (hereinafter referred to as "THWCC". This Agreement replaces and supersedes all previous writings and agreements pertaining to this Field Rental Agreement.

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

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

WHEREAS, the parties wish to enter into an agreement whereby the VILLAGE will maintain and provide field space for Cricket Pitch at Bridlewoods Park for HWCC to practice, train and play scheduled contests, and whereby HWCC agrees to pay fees to the VILLAGE; and

Now, therefore, the VILLAGE and THWCC 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 athletic Field at Bridlewoods Park for priority but non - exclusive use of HWCC. THWCC shall have use of this athletic field (Cricket Pitch) from April 1, 2023, weather dependent, to October 1, 2023 during the permitted time periods of Friday thru Sunday; however, the Bridlewoods Park field may not be utilized more than four days consecutively.

Bridlewoods Park Athletic Field #1

- **April 1, 2023 – October 1, 2023:** Friday use shall be from 4:00 P. M. – 7:30 P.M. and either Saturday or Sunday use shall be from 9:00 A.M. – Noon or 4 P.M. to 7:30 P. M. (Either time slot can be utilized at the discretion of THWCC. However, under no circumstance, will both weekend time slots on Saturday and Sunday be used without prior consent of the village).

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. HWCC 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. The Village will notify THWCC of any intended programming use a minimum of 1 week in advance of any such intended usage.

- During any times that THWCC 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.
- 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. THWCC 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. THWCC 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:** THWCC, 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.

- THWCC 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.
- In consideration of surrounding residents, music, food trucks, or other entertainment on site must be approved in advance of any such disturbance for the neighborhood. Please remember that Public Park fields may be in the rear yards of residential homes who may be utilizing their own yards and outdoor spaces for personal use. Any neighborhood complaints against THWCC may result in modification of usage.

5. **FIELD SECURITY DEPOSIT:** A \$500.00 cash deposit will be required by April 1, 2023 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 HWCC, the VILLAGE shall consider the request for improvements and if approved, the THWCC 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 THWCC. THWCC 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 additionally, a \$400 pesticide application fee will be assessed. The Village of Hawthorn Woods will assess an \$400 per season per field fee (2 SEASONS X \$400 = \$800). THWCC will make a payment of \$1,800 to the VILLAGE and to be paid in two equal installments. The first, totaling \$900.00 will be paid on or before April 1, 2023. The second payment of \$900.00 is due to the VILLAGE on or before September 1, 2023.

8. **MEETING AND SCHEDULING:** The VILLAGE and HWCC 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 THWCC uses of the fields shall be scheduled so that practices and matches co-ordinate with the time allowed on the approved permit. Teams may show up one hour prior to the starting usage time each day for the purpose of preparing the fields for usage, please be aware that no activity is allowed prior to 9 A. M. on the weekend.

- Permits must be displayed or provided upon request from the VILLAGE staff monitoring field use.
- A schedule detailing the field use will be required prior to any commencement of play. Said schedule will be provided to the Village Parks and Recreation Department.
- 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. THWCC shall communicate to the VILLAGE any tournaments or extraordinary events they may schedule that may need VILLAGE notification and an additional permit and fees.
- The VILLAGE will require permitting and prior approval of any concessions and or food trucks.
- No Amplified Music permitted.

9. **INSURANCE:** THWCC shall provide on or before April 1, 2023, 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.**
- **HWCC shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that HWCC policies are primary in coverage as to any injury or damage caused by HWCC 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 and one (1) fifty-five-gallon recycled material receptacle per field. Further, the Village agrees to dispose of the contents of the said containers. THWCC 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 (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 one-year term of this Agreement shall be in full effect for the 2023 season with times requested in the approved permit for the 2023 Spring and Fall seasons from April 1, 2023 extending to October 1, 2023. Either party may terminate this Agreement by providing sixty days (60) days written notice to the other party unless THWCC is in default. 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. Should any other use be found in conflict with the preassigned dates and times of THWCC, any team utilizing the fields for practice in lieu of playing a game must yield the field. Yielding the Field refers directly to leaving the play space in question. This will be done in order to be able to provide a safe Cricket play area and without interference.

14. SCHOOL DISTRICT DISCRIMINATION: No team has the right to deny Hawthorn Woods residents 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 Hawthorn Woods resident should qualify for the team, based on skill without regard to school district. There shall be no discrimination based on school district.

15. INTEGRATION CLAUSE: The parties agree that each of them is 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: THWCC 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, THWCC 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 THWCC 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 without 60 day notice 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

THE HAWTHORN WOODS CRICKET CLUB

By: [Signature]

BY: [Signature]

Mayor

By: [Signature]

Attest: [Signature]

Chief Operating Officer

Date: 04/28/2022

Attest: [Signature]

Date: 4/25/23