



ORDINANCE NO. 2313-24

AN ORDINANCE AUTHORIZING THE MAYOR 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 Village Clerk 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.

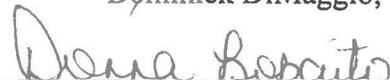
The foregoing Ordinance was adopted by the Village Board of the Village of Hawthorn Woods, Illinois on February 26, 2024:

AYES: Kaiser, McCarthy, Rychcik, Bauer, Hurst

NAYS: 0

ABSENT AND NOT VOTING: Brown

APPROVED: 
Dominick DiMaggio, Mayor

ATTEST: 
Donna Lobaito, Village Clerk

ADOPTED: February 26, 2024

APPROVED: February 26, 2024



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

FIELD RENTAL AGREEMENT
THE HAWTHORN WOODS CRICKET CLUB SPRING/FALL SEASONS 2024

This Agreement is entered into this 26th day of February, 2024 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 THWCC to practice, train and play scheduled contests, and whereby THWCC 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 THWCC. THWCC shall have use of this athletic field (Cricket Pitch) from April 5, 2024, weather dependent, to October 20, 2024 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, 2024 – October 1, 2024: Friday use shall be from 4:00 P. M. – 7:30 P.M. and Saturday & 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. THWCC 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.
- In the event THWCC needs to reschedule a make-up game or hosts tournaments or meets outside of the Attachment "A" schedule, the THWCC 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 and charge additional fees, if tournament play impacts field usage.

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. THWCC 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. **FIELD PLAYABILITY AND SAFETY:** THWCC 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.

- 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, use of amplified speakers, food trucks, or other entertainment on site must be approved in writing by the VILLAGE in advance of any such use. 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, 2024 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. At the end of the playing season, the security deposit will remain on account with the VILLAGE and carried over to the next playing season. If at the beginning of the next season the security deposit balance is less than \$500.00, an amount shall be deposited with the VILLAGE to bring the deposit total up to \$500.00.

6. **EXTRAORDINARY FIELD IMPROVEMENTS:** If additional field improvements are requested by THWCC, 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, THWCC will make the following payments under the terms of this agreement:

- **Field Rental Fee:** \$1,855.00, which reflects a 3% increase over the 2023 season. The field rental fee will be payable in two installments. The first installment of \$927.50 will be due to the VILLAGE by April 1, 2024. The second installment of \$927.50 will be due to the VILLAGE by September 1, 2024.
- **Pesticide Fee:** A \$400.00 pesticide application fee is assessed with payment due by April 1, 2024. This fee is in addition to the Field Rental Fee.
- 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 THWCC 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 pursuant to this agreement.

- Teams may show up one hour prior to the starting usage time each day for the purpose of preparing the fields for usage.
- 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 additional fees.
 - The VILLAGE will require permitting and prior approval of any concessions and/or food trucks.
9. **INSURANCE:** THWCC shall provide on or before April 1, 2024, 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.
 - THWCC shall also name the VILLAGE as an additional insured on any liability policy it carries. Said Certificate shall certify that THWCC policies are primary in coverage as to any injury or damage caused by THWCC 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 (55) 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 (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 2024 Spring and Fall Seasons from April 5, 2024 extending to October 20, 2024. Either party may terminate this Agreement by providing sixty days (60) 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. 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 resident should qualify for the team, based on skill without regard to school district. There shall be no discrimination based on school district.

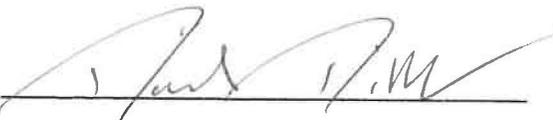
15. **INTEGRATION CLAUSE:** The parties agree that each of them is authorized to enter into this Agreement and that this Agreement contains the entire Agreement of the parties and supersedes all prior Agreements, writings, oral representations, notes, and communications regarding the terms of this Agreement, 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. Sub-letting of any fields is prohibited.

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: 
Dominick DiMaggio, Mayor

Attest: 

Date: 2/26/21

The Hawthorn Woods Cricket Club (THWCC)

By: Sunder Alla

Official

Attest: 

Date: 02/17/24

Attachment "A"

THWCC

Bridlewoods Park

Back Field (Off Equestrian Street)

April 1, 2024 November 3, 2024

Location **Cricket Pitch**

Color Key	Cricket	Public Use						
Time/Days	MON.	TUES.	WED.	THURS.	FRI.	SAT.	SUN.	
9-10 am	Public Use	Cricket	Cricket					
10-12 pm	Public Use	Cricket	Cricket					
12-2 pm	Public Use	Cricket	Cricket					
2-3 pm	Public Use							
3-4 pm	Public Use							
4-5 pm	Public Use	Public Use	Public Use	Public Use	Cricket	Public Use	Public Use	Public Use
5-6 pm	Public Use	Public Use	Public Use	Public Use	Cricket	Public Use	Public Use	Public Use
6-7 pm	Public Use	Public Use	Public Use	Public Use	Cricket	Public Use	Public Use	Public Use
7-8 pm	Public Use	Public Use	Public Use	Public Use	Cricket	Public Use	Public Use	Public Use
