

Ordinance No. 13- 28

**AN ORDINANCE APPROVING AGREEMENTS WITH CHATHAM BASEBALL & SOFTBALL INCORPORATED AND CHATHAM COMMUNITY FOOTBALL LEAGUE, INC.**

*BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF CHATHAM, SANGAMON COUNTY, ILLINOIS AS FOLLOWS:*

**SECTION 1:** Those certain agreements between the Chatham Baseball & Softball Incorporated and Chatham Community Football League, Inc. and the Village of Chatham, copies of which are attached as Exhibits A and B hereto, are hereby approved.

**SECTION 2:** The President of the Village is authorized and directed to approve said agreements on behalf of the Village, and the proper officers of the Village are authorized and directed to carry out the agreements by their terms.

**SECTION 3:** This Ordinance is effective immediately.

PASSED this 10 day of SEPT, 2013.

*Thomas S Gray*  
VILLAGE PRESIDENT

ATTEST:

*Pat Schaefer*  
Village Clerk

AYES: 6 CLAYTON KIMSEY BOYLE  
NAYS: 0 HOLDEN KAUMACH SCHATTEMAN  
PASSED: 9-10-13  
APPROVED: 9-10-13  
ABSENT: 0



## AGREEMENT

This Agreement is between CHATHAM BASEBALL & SOFTBALL INCORPORATED, ("CBSI"), an Illinois not-for-profit corporation, and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective March 1, 2013.

WHEREAS, Chatham owns and operates a system of parks, including three parks known as Chatham Community Park, Jaycees Park, and West Side Park (together referred to herein as "the Parks")

WHEREAS, CBSI was formed for the purpose of providing organized baseball and softball for the youth of Chatham;

WHEREAS, CBSI is committed to improving the parks including, but limited to , installing batting cages, safety netting on fields, concessions stand remodel, handicap accessible improvements in the Parks based on a verbal understanding with Chatham that CBSI could operate its baseball and softball league and have priority for the use of the Parks during baseball season;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between CBSI and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Cooperation Article of the Illinois Constitution and statues implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. CBSI conveys all right, title and interest, if any, in the baseball fields and related fixtures and equipment, including, but not limited to, fences, concession stands, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by CBSI in the future in the Parks. CBSI will provide all things necessary for operating a league including, but not limited to, bases, pitching rubbers, chalk, field surface.

2. Chatham hereby grants CBSI the right to use the permanent or semi-permanent improvements located in the Parks and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of five years from December 1, 2013 to November 30, 2014.

3. CBSI will ask the Village each year what improvements are needed in the Parks, during an meeting each year on or after July 31st. The two parties will plan the proper course of action to implement the improvement.

Exhibit  
A

4. CBSI will have a yearly meeting, open to the public, for public input as to improvements planned or needed in the Parks. At that meeting, CBSI will present the group's operational report.

5. CBSI agrees to the following conditions:

a. CBSI shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by CBSI, including costs of defense, litigation expenses, attorney fees, and any judgments. CBSI shall procure a policy of liability insurance to protect CBSI from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by CBSI, and to name Chatham as an additional insured in such policy, if that can be accomplished at no additional cost to CBSI. Annually, before the start of the season, CBSI shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which Chatham is a member. CBSI shall require each participant in its league to sign a release absolving the Village of Chatham and CBSI from any liability for personal injury or property damage. Annually, before the start of the season, CBSI shall provide proof of such releases to the Village of Chatham.

b. CBSI shall have the right to schedule games and practice activities in preference to other users in the Parks from April 1st to July 31st of each year. CBSI shall make its scheduled use of the Baseball and Softball fields reasonably available to the public. CBSI shall not interfere in the right of any person, team or league to use the Baseball and Softball fields at Community Park, Jaycees Park, or West Side Park during any period for which CBSI has not scheduled a game or practice activity. CBSI shall use best efforts to schedule all activities at least three business days in advance. CBSI shall make reasonable accommodations to other teams and leagues in their use of the Parks, but CBSI's decisions in such matters shall be at CBSI's own discretion and shall be final.

c. After each game or practice activity, CBSI shall clean the area and shall insure that all trash and debris are placed in proper trash receptacles.

d. In the event lights are installed, Chatham shall install an electric meter for the lights. CBSI shall pay for all metered electric usage during the months of April, May, June and July of each year and shall have control over the use of the lights. CBSI may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with the soft drink company which will provide that in return for exclusive rights to sell its products at the Parks, the soft drink company may install signs or scoreboards. Any such contract with the soft drink company shall provide that Chatham shall in no event be responsible for any loss of or damage to the vending machines, boards, signs or boards or the contents or money in the vending machines.

6. Either party to this Agreement may terminate this Agreement for cause on thirty days written notice if one of the following occurs:

a. There is a material breach by the other party and the breaching party fails to correct the breach within ten days of receipt of written notice by the other party of the breach; or

b. The bankruptcy, insolvency or dissolution of CBSI.

7. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by CBSI, other than scoreboards, vending machines or other equipment belonging to third parties.

8. In the event CBSI terminates this Agreement for cause, Chatham may at its discretion (i) return to CBSI the personal property installed by CBSI at the Parks, other than scoreboards, vending machines, and other property belonging to third parties; or (ii) it may keep such equipment and pay CBSI the depreciated value of such equipment. Such equipment shall be deemed to depreciate on a five year straight line basis, such that one year after its installation it shall have depreciated value of 80% of its original installation cost; two years after installations it shall have depreciated value of 60% of its original installation cost., etc, until five years after its installation, it shall be deemed to have no depreciated value.

9. This Agreement is the entire agreement between the parties. All prior and contemporaneous oral agreements regarding the subject matter hereof are expressly disclaimed. This Agreement shall be construed under Illinois law and shall be enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. It may be modified only in a writing signed by both parties and approved by ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of CBSI.

AGREED this \_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF CHATHAM, ILLINOIS  
an Illinois Municipal Corporation

By Thomas J Gray  
Its President



Attest:

Pat Schindler  
Village Clerk

CHATHAM BASEBALL & SOFTBALL, INC.,  
an Illinois not-for-profit corporation

By \_\_\_\_\_

Its President

Attest:

\_\_\_\_\_  
Secretary



## AGREEMENT

This Agreement is between CHATHAM COMMUNITY FOOTBALL LEAGUE, INC., (“CCFL”), an Illinois not-for-profit corporation, and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation (“Chatham”), and is effective March 1, 2013.

WHEREAS, Chatham owns and operates a system of parks, including a park known as Chatham Community Park (“the Park”)

WHEREAS, CCFL was formed for the purpose of providing organized football for the youth of Chatham;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between CCFL and Chatham, and to agree on certain other matters pertaining to the relations between the parties;

WHEREAS, pursuant to the Intergovernmental Cooperation Article of the Illinois Constitution and statues implementing it, Chatham has the power and authority to enter into contracts with private corporations pertaining to the provision of governmental services.

NOW, THEREFORE, the parties agree as follows:

1. CCFL conveys all right, title and interest, if any, in the football fields and related fixtures and equipment in the Park, including, but not limited to, fences, concession stands, and any other improvements of a permanent or semi-permanent nature, to the Village of Chatham, together with all similar improvements erected or placed by CCFL in the future in the Park. CCFL will provide all things necessary for operating a football league including, but not limited to goal posts.
2. Chatham hereby grants CCFL the right to use the permanent or semi-permanent improvements located in the Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users, on the terms and conditions set forth herein, for a period of one year from December 1, 2013 to November 30, 2014.
3. CCFL will ask the Village each year what improvements are needed with respect to the football fields in the Park, during an meeting each year on or after July 31st. The two parties will plan the proper course of action to implement the improvement.
4. CCFL will have a yearly meeting, open to the public, for public input as to improvements planned or needed in the Park. At that meeting, CCFL will present the group's operational report.
5. CCFL agrees to the following conditions:

EXHIBIT  
B

a. CCFL shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by CCFL, including costs of defense, litigation expenses, attorney fees, and any judgments. CCFL shall procure a policy of liability insurance to protect CCFL from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by CCFL, and to name Chatham as an additional insured in such policy, if that can be accomplished at no additional cost to CCFL. Annually, before the start of the season, CCFL shall provide proof of such insurance to the Village of Chatham in the amount of \$1,000,000.00, or such other amount as may be required by any insurer of Chatham or any self-insurance pool of which Chatham is a member. CCFL shall require each participant in its league to sign a release absolving the Village of Chatham and CCFL from any liability for personal injury or property damage. Annually, before the start of the season, CCFL shall provide proof of such releases to the Village of Chatham.

b. CCFL shall have the right to schedule football games and practice activities in preference to other users of football fields in the Park. CCFL shall make its scheduled use of the football fields reasonably available to the public. CCFL shall not interfere in the right of any person, team or league to use the football fields at Community Park, during any period for which CCFL has not scheduled a game or practice activity. CCFL shall use best efforts to schedule all activities at least three business days in advance. CCFL shall make reasonable accommodations to other teams and leagues in their use of the Park, but CCFL's decisions in such matters shall be at CCFL's own discretion and shall be final.

c. After each game or practice activity, CCFL shall clean the area and shall insure that all trash and debris are placed in proper trash receptacles.

d. In the event lights are installed at the football fields in the Park, Chatham shall install an electric meter for the lights. CCFL shall pay for all metered electric usage and shall have control over the use of the lights. CCFL may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with the soft drink company which will provide that in return for exclusive rights to sell its products at the football fields in the Park, the soft drink company may install signs or scoreboards. Any such contract with the soft drink company shall provide that Chatham shall in no event be responsible for any loss of or damage to the vending machines, boards, signs or boards or the contents or money in the vending machines.

6. Either party to this Agreement may terminate this Agreement for cause on thirty days written notice if one of the following occurs:

a. There is a material breach by the other party and the breaching party fails to correct the breach within ten days of receipt of written notice by the other party of the breach; or

b. The bankruptcy, insolvency or dissolution of CCFL.

7. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by CCFL, other than scoreboards, vending machines or other equipment belonging to third parties.

8. In the event CCFL terminates this Agreement for cause, Chatham may at its discretion (i) return to CCFL the personal property installed by CCFL at the Park, other than scoreboards, vending machines, and other property belonging to third parties; or (ii) it may keep such equipment and pay CCFL the depreciated value of such equipment. Such equipment shall be deemed to depreciate on a five year straight line basis, such that one year after its installation it shall have depreciated value of 80% of its original installation cost; two years after installations it shall have depreciated value of 60% of its original installation cost., etc, until five years after its installation, it shall be deemed to have no depreciated value.

9. This Agreement is the entire agreement between the parties. All prior and contemporaneous oral agreements regarding the subject matter hereof are expressly disclaimed. This Agreement shall be construed under Illinois law and shall be enforced only in the Circuit Court of the Seventh Judicial Circuit, Sangamon County, Illinois. It may be modified only in a writing signed by both parties and approved by ordinance of the Village Board of the Village of Chatham and by Resolution of the Board of Directors of CCFL.

AGREED this \_\_\_\_ day of \_\_\_\_\_, 2013.

VILLAGE OF CHATHAM, ILLINOIS  
an Illinois Municipal Corporation

By Thomas J Gray  
Its President

Attest:

Pat Schulz  
Village Clerk



CHATHAM COMMUNITY FOOTBALL LEAGUE, INC.,  
an Illinois not-for-profit corporation

By \_\_\_\_\_  
Its President

Attest:

\_\_\_\_\_  
Secretary



**ORDINANCE CERTIFICATE**

STATE OF ILLINOIS                    )  
  ) SS  
COUNTY OF SANGAMON            )

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Chatham, Sangamon County, Illinois.

I do further certify that the ordinance attached hereto is a full, true, and exact copy of Ordinance No. 13- 28, adopted by the President and Board of Trustees of said Village on the 10 day of SEPT, 2013, said Ordinance being entitled:

**AN ORDINANCE APPROVING AGREEMENTS WITH  
CHATHAM BASEBALL & SOFTBALL INCORPORATED  
AND CHATHAM COMMUNITY FOOTBALL LEAGUE, INC.**

I do further certify that prior to the making of this certificate, the said Ordinance was spread at length upon the permanent records of said Village, where it now appears and remains.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of said Village this 10 day of SEPT, 2013.

  
\_\_\_\_\_  
Village Clerk

