

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE VILLAGE OF CHATHAM, ILLINOIS, AND BALL CHATHAM COMMUNITY DISTRICT NO. 5

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

SECTION 1: That certain Intergovernmental Agreement between the Village of Chatham, Illinois, and Ball Chatham Community District No. 5, attached hereto as Exhibit A, is hereby approved.

SECTION 2: The President and Clerk of the Village are authorized and directed to execute and attest said Agreement on behalf of the Village of Chatham. The proper officers of the Village of Chatham are authorized and directed to perform said Agreement on behalf of the Village upon its execution by Ball Chatham Community District No. 5.

SECTION 3: This Ordinance is effective immediately.

PASSED this 23RD day of June, 1992.

Carl D. Oblinger
CARL OBLINGER, VILLAGE PRESIDENT

ATTEST:

[Signature]
Village Clerk

AYES: 5

NAYS: 1

PASSED: 6-23-92

APPROVED: 6-23-92

ABSENT: 0

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. 92-22, adopted by the President and Board of Trustees of said Village on the 23 day of JUNE, 1992, said Ordinance being entitled:

AN ORDINANCE APPROVING A CONTRACT BETWEEN THE VILLAGE OF CHATHAM, ILLINOIS, AND BALL CHATHAM COMMUNITY DISTRICT NO. 5

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 23 day of JUNE, 1992.



Village Clerk

INTERGOVERNMENTAL AGREEMENT

Whereas, the Village of Chatham, Illinois, an Illinois Municipal Corporation (Chatham) is in the process of developing the Chatham Community Park; and

Whereas, Ball-Chatham Community Unit School District No. 5, an Illinois body corporate and politic (District) sponsors men's and women's tennis teams as part of its high school athletic program; and

Whereas, Chatham desires to build tennis courts as part of the Chatham Community Park facility and the District desires to use such courts in connection with its high school tennis program; and

Whereas, Chatham and the District are authorized by the Illinois Constitution and by the Intergovernmental Cooperation Act, Illinois Revised Statutes, Chapter 127, Section 741, et. seq. to enter into intergovernmental agreements.

NOW THEREFORE, in consideration of the mutual covenants and promises hereinafter set forth, the parties hereto agree as follows:

1. Chatham shall construct a minimum of six tennis courts in the Chatham Community Park, such construction to be completed by August 10, 1992. Thereafter, Chatham shall be the sole owner of such tennis courts and shall maintain such courts in a safe and proper condition suitable for competitive play throughout the term of this agreement.

2. Commencing on or about August 10, 1992, and continuing through August 9, 1999 (the term of this agreement), the District

shall have exclusive use of six tennis courts in Chatham Community Park in accordance with the following schedule:

a. at such times when competitive matches are scheduled between the District's team and another team or teams, provided, however, that the District shall provide Chatham with a copy of the fall season match schedule prior to August 10 during each year of this agreement, and the spring season match schedule prior to March 1 during each year of this agreement.

b. During such times as the District's teams shall engage in tennis practice, which shall be from approximately 3:30 p.m. to 6:00 p.m. on each Monday through Friday and 9:00 a.m. to 12:00 noon on each Saturday commencing on or about August 10 and ending on or about November 1 and recommencing on or about March 1 and ending on or about June 1 of each year during this agreement. If it shall become necessary for the District to materially alter the aforesaid practice schedule, then the District shall give Chatham at least 30 days' notice of its intention to do so, and Chatham shall consent to a modified practice schedule so long as the number of hours set aside for District use of the tennis facilities is not substantially increased. At such time as lights may be installed at such facilities, Chatham and the District shall negotiate such supplemental terms and conditions as are appropriate for nighttime practice and match play at the facility.

3. During all practice sessions and competitive matches, the District shall have at least one coach supervising student use of the tennis facilities, and the name or names of District coaches

shall be made available to Chatham prior to the commencement of each fall and spring tennis season. If there is a change in coaching personnel during the tennis season, then such change shall be immediately reported to Chatham. The District's athletic director shall be the contact person with Chatham throughout the term of this agreement.

4. Upon the completion of each practice session and/or match, the District shall restore the tennis courts to a clean and healthy condition.

5. In consideration of the District's use of such facilities for practice and match play during the term hereof, the District shall pay to Chatham the sum of \$27,250, which sum shall be due upon substantial completion of the courts. For the purposes of this agreement, substantial completion shall mean that the courts are ready for practice and match play. For the duration of the term of this agreement, the District shall not be obligated to pay Chatham any additional rent for use of the tennis court facilities, nor shall it be obligated to pay for any on-going maintenance or repair charges, the payment for such charges to be the exclusive responsibility of Chatham during the term of this agreement.

6. Upon the expiration of such term, the District shall have the option to extend this intergovernmental agreement for a period of five years, during which the District shall pay Chatham the sum of \$500 per year in advance (on or about September 1 of each year of the extended term) for its use of the tennis court facilities. Unless otherwise agreed in writing, all other terms and conditions

of this intergovernmental agreement shall remain in full force and effect. The District may exercise this option to extend the intergovernmental agreement by giving written notice of its intention to do so at any time prior to August 9, 1999.

7. It is acknowledged by the parties that the tennis courts to be installed by Chatham shall have no lights to permit nighttime play. In the event that Chatham and the District shall agree to the installation of lights during the term of this agreement, or during any extended term of this agreement, then each party shall pay for one-half of the cost of procuring lights after application of any grant proceeds. Any contract for the installation of lights shall be awarded in accordance with competitive bidding procedures provided by law.

8. During the original or any extended term of this agreement, Chatham shall provide liability insurance coverages for Chatham Community Park in such amount or amounts as it shall deem appropriate, and on request of the District shall provide the District with proof of such insurance coverage. Throughout the term hereof, the District shall provide liability insurance coverage in such amount or amounts as it shall deem appropriate to insure against liability for injuries, losses, expenses or damages arising out of or in connection with its use of the tennis court facilities, and shall provide Chatham with proof of such insurance coverage upon request by Chatham. Chatham shall indemnify and hold the District harmless from and against any claims of premises liability during the term hereof, and the District shall indemnify

and hold Chatham harmless from and against any claims for participant or spectator injuries arising out of the District's use of the facilities. This agreement shall become effective on June 1, 1992, provided that the governing boards of each of the parties hereto shall have approved this agreement in open session as provided by law. The terms hereof may be modified only in writing signed by both parties and approved by their respective corporate authorities. It is the entire agreement between the parties, and any oral representations or agreements are expressly disclaimed. This agreement shall be construed under Illinois Law.

VILLAGE OF CHATHAM, ILLINOIS

BY: Carl D. Oblinger
Carl Oblinger, Village President

DATE: 6-23-92

ATTEST: Patschao
PAT SCHAQ, VILLAGE CLERK

BALL-CHATHAM COMMUNITY UNIT
SCHOOL DISTRICT NO. 5

BY: _____
C. Clark Germann, President

DATE: _____

ATTEST: _____