

ORDINANCE NO. 93- 20

AN ORDINANCE APPROVING A CONTRACT WITH  
CHATHAM BASEBALL, INC.

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

**SECTION 1:** That certain contract by and between the Village  
of Chatham, Illinois and Chatham Baseball, Inc., attached hereto  
as Exhibit A, is hereby approved.

**SECTION 2:** The President is directed to execute said  
contract on behalf of the Village, and the proper officers of the  
Village are directed to carry out the terms of said contract.

**SECTION 3:** This Ordinance is effective immediately;  
provided, however, that the attached contract shall be void and  
of no effect if it is not executed by the President of Chatham  
Baseball, Inc. within thirty days of passage of this Ordinance.

APPROVED this 27 day of APRIL, 1993.

Carl D. Olden  
VILLAGE PRESIDENT

ATTEST:  
[Signature]  
Village Clerk

AYES: 4  
NAYS: 0  
PASSED: 4-27-93  
APPROVED: 4-27-93  
ABSENT: 2

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. 93-20, adopted by the President and Board of Trustees of said Village on the 27 day of APRIL, 1993, said Ordinance being entitled:

**AN ORDINANCE APPROVING A CONTRACT WITH  
CHATHAM BASEBALL, 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 27 day of APRIL, 1993.

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



## AGREEMENT

This Agreement is between CHATHAM BASEBALL, INC., an Illinois Not-For-Profit Corporation ("CBI"), and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois Municipal Corporation ("Chatham"), and is effective March 1, 1993.

WHEREAS, the Village of Chatham owns and operates a system of parks, including a park known as Chatham Community Park;

WHEREAS, CBI was formed for the purpose of providing organized baseball leagues for the youth of Chatham;

WHEREAS, at the expense of approximately \$20,000, CBI has installed baseball diamonds in Chatham Community Park based on a verbal understanding with Chatham that CBI could operate its baseball league and have priority for the use of such diamonds;

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

WHEREAS, pursuant to the Intergovernmental Agreement Article of the Illinois Constitution and statutes 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. CBI conveys all its right, title and interest, if any, in the baseball diamonds and related fixtures and equipment, including, but not limited to, dugouts, 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 CBI in the future in the Chatham Community Park.

2. Chatham hereby grants to CBI the right to use the diamonds located in Chatham Community Park and to schedule games and practice activities, which schedules shall have priority over all other users or prospective users of the diamonds, on the terms and conditions set forth herein, for a period of ten years from March 1, 1993 to and including February 28, 2003.

3. CBI agrees to the following conditions:

(a) CBI shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by CBI, including costs of defense, litigation expenses, attorneys fees, and any judgments. CBI shall procure a policy of liability insurance to protect CBI from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by CBI, and to name Chatham as an additional insured in such policy, if that can be accomplished at no additional cost to CBI. Annually, before the start of the season, CBI 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. CBI shall require each participant in its league to sign a release



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absolving the Village of Chatham and CBI from any liability for personal injury or property damage.

(b) CBI shall have the right to schedule games and practice activities in preference to other users from April 1 through September 15 of each year. CBI shall make its scheduled use of the diamonds reasonably available to the public. CBI shall not interfere in the right of any person, team or league to use the baseball diamonds during any period for which CBI has not scheduled a game or practice activity. CBI shall use best efforts to schedule all activities at least three business days in advance. CBI shall make reasonable accommodations to other baseball teams and leagues in their use of the baseball diamonds, but CBI's decisions in such matters shall be at CBI's own discretion and shall be final.

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

(d) In the event lights are installed at the baseball diamonds, Chatham shall install an electric meter for the lights. CBI shall pay for all metered electric usage during the months of April through September 15 of each year and shall have control over the use of the lights. CBI may, at its discretion, install one or more soft drink vending machines and may enter into a contract with Chatham and with a soft drink company which will provide that in return for exclusive rights to sell its products at Chatham Community Park, the soft drink company will install

scoreboards for the diamonds. 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 or the contents or money in the vending machines.

4. 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 CBI.

5. 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 CBI at the baseball diamonds, other than scoreboards, vending machines or other equipment belonging to third parties.

6. In the event CBI terminates this Agreement for cause, Chatham may at its discretion return to CBI the personal property installed at the baseball diamonds, other than scoreboards, vending machines, and other property belonging to third parties; or it may keep such equipment and pay CBI 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 a depreciated value of 80% of its original installation cost; two years after installation it shall have a 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.

7. 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 CBI.

AGREED this 27 day of APRIL, 1993.

VILLAGE OF CHATHAM, ILLINOIS,  
an Illinois Municipal Corporation

By Carl D. Oblinger  
Its President

Attest:

Pat Schmal  
Clerk

CHATHAM BASEBALL INC.

By Thomas J. Blakely  
Its President

Attest:

[Signature]  
~~Secretary~~ Vice President