

Ordinance No. 14- 12

**AN ORDINANCE APPROVING AN AGREEMENT
WITH BACH SOCCER ASSOCIATION, 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 agreement between the Bach Soccer Association, Inc. and the Village of Chatham, a copy of which is attached hereto, is hereby approved.

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

SECTION 3: This Ordinance is effective immediately.

PASSED this 25 day of MARCH, 2014.



VILLAGE PRESIDENT

ATTEST:



Village Clerk

AYES: 6 CLAYTON KIMSEY BOYLE
NAYS: 0 HOLDEN FORMEA SCHATZMAN
PASSED: 3-25-14
APPROVED: 3-25-14
ABSENT: 0

AGREEMENT

This Agreement is between BACH SOCCER ASSOCIATION, INC., ("BSAI"), an Illinois not-for-profit corporation, and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective 3-25, 2014.

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

WHEREAS, BSAI was formed for the purpose of providing organized soccer for the youth of Chatham;

WHEREAS, its own expense, BSAI has installed soccer fields in the Park based on a verbal understanding with Chatham that BSAI could operate its soccer leagues and have priority for the use of such soccer fields;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between BSAI 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. BSAI conveys all right, title and interest, if any, in the soccer fields and related fixtures and equipment in the Park, including, but not limited to, irrigation, 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 BSAI in the future in the Park. BSAI will provide all things necessary for operating a soccer league including, but not limited to goals.

2. Chatham hereby grants BSAI 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 APRIL 1, 2014 to and including MARCH 31, 2015.

3. BSAI will ask the Village each year what improvements are needed with respect to the soccer 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. BSAI will have a yearly meeting, open to the public, for public input as to improvements planned or needed in the Park. At the meeting, BSAI will present the group's operation and financial (treasurer's) report.

5. BSAI agrees to the following conditions:

a. BSAI shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by BSAI, including costs of defense, litigation expenses, attorney fees, and any judgments. BSAI shall procure a policy of liability insurance to protect BSAI from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by BSAI, and to name Chatham as an additional insured in such policy. Annually, before the start of the season, BSAI 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. BSAI shall require each participant in its league to sign a release absolving the Village of Chatham and BSAI from any liability for personal injury or property damage. Annually, before the start of the season, BSAI shall provide proof of such releases to the Village of Chatham.

b. BSAI shall have the right to schedule soccer games and practice activities on the soccer fields in preference to other users of the Park at all times, except for a period beginning 4 days before the Chatham Sweet Corn Festival to 2 days after the Chatham Sweet Corn Festival, or other times designated by resolution of the Village Board. BSAI shall make its scheduled use of the soccer fields reasonably available to the public. BSAI shall not interfere in the right of any person, team or league to use the soccer fields at Community Park, during any period for which BSAI has not scheduled a game or practice activity. BSAI shall use best efforts to schedule all activities at least three business days in advance. BSAI shall make reasonable accommodations to other teams and leagues in their use of the Park, but BSAI's decisions in such matters shall be at BSAI's own discretion and shall be final.

c. After each game or practice activity, BSAI 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 soccer fields in the Park, Chatham shall install an electric meter for the lights. BSAI shall pay for all metered electric usage and shall have control over the use of the lights. BSAI 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 soccer 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 BSAI.

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 BSAI, other than scoreboards, vending machines or other equipment belonging to third parties.

8. In the event BSAI terminates this Agreement for cause, Chatham may at its discretion (i) return to BSAI the personal property installed by BSAI at the Park, other than scoreboards, vending machines, and other property belonging to third parties; or (ii) it may keep such equipment and pay BSAI 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 BSAI.

AGREED this ____ day of _____, 2014.

VILLAGE OF CHATHAM, ILLINOIS
an Illinois Municipal Corporation

By _____
Its President

Attest:

Village Clerk

BACH SOCCER ASSOCIATION, 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. 14- _____, adopted by the President and Board of Trustees of said Village on the _____ day of _____, 2014, said Ordinance being entitled:

**AN ORDINANCE APPROVING AN AGREEMENT
WITH BACH SOCCER ASSOCIATION, 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 ___ day of _____, 2014.

Village Clerk



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

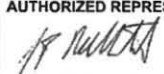
PRODUCER Nicoud Insurance Services 4481 Ash Grove Ste B Springfield IL 62711	CONTACT NAME: PHONE (A/C, No, Ext): 217-546-6900 FAX (A/C, No): 217-546-7034 E-MAIL ADDRESS: nicoud@nicoudinsurance.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED BACHS-1 BACH Soccer Association Bob McGuire 1672 Toronto Road, Apt #9 Springfield IL 62712	INSURER A: Cincinnati Insurance Company 10677	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 992915712 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			ENP0145553	10/9/2013	10/9/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Village of Chatham is shown as an additional insured with regards to general liability.

CERTIFICATE HOLDER Village of Chatham 116 E. Mulberry Street Chatham IL 62629	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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