

RESOLUTION NO. 49-19

A RESOLUTION APPROVING AND AUTHORIZING THE VILLAGE TO ENTER INTO AN AGREEMENT GOVERNING THE USE OF THE PICKLEBALL COURTS AT VILLAGE PARKS BY THE FRIENDS OF CHATHAM PICKLEBALL AND ACCEPTING THE IMPROVEMENTS OF SAME

WHEREAS, the Village of Chatham (“Village”) is an Illinois Municipal Corporation existing and operating under the Illinois Municipal Code and the laws of the State of Illinois; and

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and,

WHEREAS, the Village owns and operates a system of parks, including pickleball courts; and,

WHEREAS, the Friends of Chatham Pickleball (hereinafter “FCP”) wishes to utilize the Village’s pickleball courts for the purpose of conducting its respective sport; and,

WHEREAS, FCP donated the money for the installation of the pickleball courts;

WHEREAS, the Village wishes to enter into Agreements with the FCP to set forth in writing the terms of the use of the Village parks, specifically the pickleball courts, in conjunction with the pickleball activities as described in Agreements as attached hereto as **Exhibit A**; and,

WHEREAS, the Board of Trustees of the Village believe it is in the best interest of the Village to enter into these Agreements.

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Chatham, Sangamon County, Illinois, as follows:

Section 1. Recitals. The foregoing recitals shall be and are hereby incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

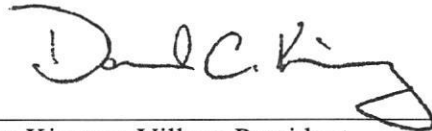
Section 2. Approval of Agreements. The Village Board of Trustees hereby authorizes the Village to enter the Agreement with Chatham Pickleball attached hereto as **Exhibit A**. The Village President and Clerk are hereby authorized to execute the Agreement on behalf of the Village.

Section 3. Effective Date. This Resolution shall be in full force and effect from and after its passage and approval.

SO RESOLVED this 10 day of Sept., 2019, at Chatham, Sangamon County, Illinois.

	YES	NO	ABSENT	PRESENT
KRISTEN CHIARO	X			
ANDREW DETMERS	X			
BRETT GERGER	X			
RYAN MANN	X			
MATT MAU	X			
PAUL SCHERSCHEL	X			
DAVE KIMSEY				
TOTAL				

APPROVED by the President of the Village of Chatham, Illinois this 10 day of September, 2019.



Dave Kimsey, Village President

Attest:



Amy Dahlkamp, Village Clerk

**EXHIBIT A
PICKLEBALL AGREEMENT**

AGREEMENT

This Agreement is between Friends of Chatham Pickleball, ("FCP"), and THE VILLAGE OF CHATHAM, ILLINOIS, an Illinois municipal corporation ("Chatham"), and is effective August 12, 2019.

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

WHEREAS, FCP was formed for the purpose of providing organized pickleball for the residents of Chatham;

WHEREAS, FCP has contributed to the expense of converting tennis courts to pickleball courts in the Park based on a verbal understanding with Chatham that FCP could operate its pickleball leagues and have priority for the use of such pickleball courts;

WHEREAS, the parties wish to set forth in writing the terms of the verbal agreement between FCP 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. FCP conveys all right, title and interest, if any, in the pickleball courts and related fixtures and equipment in the Park, including, but not limited to, fences, court nets, 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 FCP in the future in the Park.

2. Chatham hereby grants FCP 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 five years from August 12th, 2019 to and including August 12th, 2024.

3. FCP will ask the Village each year what improvements are needed in the Park during a meeting each year on or after March 30. The two parties will plan the proper course of action to implement the improvement.

4. FCP agrees to the following conditions:

a. FCP shall indemnify and hold Chatham harmless from all claims or causes of action by any spectator or participant in activities sponsored by FCP, including costs of defense, litigation expenses, attorney fees, and any judgments. FCP shall procure a policy of liability insurance to protect FCP from any and all claims for injuries to spectators or participants in any activities scheduled by or sponsored by FCP,

and to name Chatham as an additional insured in such policy. Annually, before the start of the season, FCP 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. FCP shall require each participant in its league or tournament to sign a release absolving the Village of Chatham and FCP from any liability for personal injury or property damage. FCP shall provide proof of such releases to the Village of Chatham upon request.

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

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

d. In the event lights or water fixtures are installed at the pickleball courts in the Park, Chatham shall install a meter for the lights or water fixture. FCP shall pay for all metered electric and water usage and shall have control over the use of the lights or water fixtures. FCP 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.

5. 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 FCP.

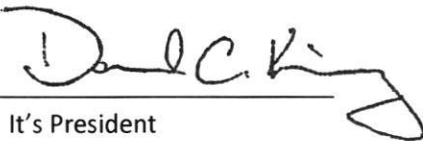
6. In the event Chatham terminates this Agreement for cause, it shall have no duty to return, dismantle or pay for any of the property installed by FCP, other than scoreboards, vending machines or other equipment belonging to third parties.

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 FCP.

AGREED this 10th day of September, 2019.


VILLAGE OF CHATHAM, ILLINOIS
An Illinois Municipal Corporation

By 
It's President

Attest:


Village Clerk

Friends of Chatham Pickleball,

By 
It's President

Attest:

Secretary