

VILLAGE OF GILBERTS

RESOLUTION 07-2021

A RESOLUTION APPROVING THE 2021 RECREATIONAL PROGRAMMING AGREEMENT WITH BISON BASEBALL AND TRI-CITIES TRAVEL

WHEREAS, Bison Baseball and Tri-Cities Travel is a non-for-profit corporation that provides youth baseball programs (the "Recreational Activities"); and

WHEREAS, Programmer desires to use a certain field owned by the Village located at Gilberts Town Center Park on Columbia Drive and Memorial Park on Tyrrell Road (collectively, the "Fields") for Programmer's recreational activities; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

WHEREAS, the Village and Programmer desire to enter into a Recreational Programming Agreement, a copy of which is attached to this Resolution as Exhibit A (the "Programming Agreement"), to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth therein.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF GILBERTS, ILLINOIS, as follows:

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval; Authorization. The Village Board of Trustees hereby approves the Programming Agreement and authorizes the Village President and Village Clerk to execute the Programming Agreement on behalf of the Village and such other documents as are necessary.


Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

PASSED BY THE BOARD OF TRUSTEES this 9 day of March, 2021 by roll call vote as follows:

	<u>Ayes</u>	<u>Nays</u>	<u>Absent</u>	<u>Abstain</u>
Trustee Dan Corbett	✓	_____	_____	_____
Trustee Kurt Kojzarek	✓	_____	_____	_____
Trustee Nancy Farrell	✓	_____	_____	_____
Trustee Jeanne Allen	✓	_____	_____	_____
Trustee Lou Hacker	_____	✓	_____	_____
Trustee Guy Zambetti	✓	_____	_____	_____
President Rick Zirk	_____	_____	_____	_____



APPROVED THIS 9 DAY OF March, 2021

  
Rick Zirk, Village President

ATTEST:   
Courtney Baker, Village Clerk

Resolution No. 07-2021

**EXHIBIT A**  
**Programming Agreement**

**VILLAGE OF GILBERTS  
2021 RECREATIONAL PROGRAMMING AGREEMENT**

**THIS RECREATIONAL PROGRAMMING AGREEMENT (“Agreement”)** is made this   2nd   day of  February , 2021 by and between the Village of Gilberts, an Illinois municipal corporation (hereinafter referred to as “the *Village*”) and (*LZ360 Bison Baseball*) (hereinafter referred to as the “*Programmer*”).

**RECITALS**

**WHEREAS**, Programmer is a duly registered not-for-profit corporation that provides (*Baseball Instruction to youth in the Local Community*) (the “*Recreational Activities*”); and

**WHEREAS**, Programmer desires to use certain fields owned by the Village located at (Gilberts Town Center Park on Columbia Drive and Gilberts Memorial Park on Tyrrell Rd.) (the “*Fields*”) for Programmer’s recreational activities; and

**WHEREAS**, Article VII, Section 10 of the Illinois Constitution authorizes units of local government to contract and otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or ordinance; and

**WHEREAS**, the Village and Programmer desire to enter into this Agreement to enhance the recreational opportunities within the Village by allowing the Programmer to use the Fields on the terms and conditions set forth herein.

**NOW THEREFORE**, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Programmer agree as follows:

**A. RECITALS.** The above recitals are hereby incorporated into and made part of this Agreement.

**B. FIELD USAGE.** For calendar year 2021, the Village will permit Programmer to conduct the Recreational Activities on the Fields in accordance with the schedule attached hereto as *Exhibit A*. Programmer will have no rights to use the Fields outside of the dates and times identified on Exhibit A.

**C. VILLAGE RESPONSIBILITIES.** The Village agrees to provide the following services for the Fields:

1. The Village will provide porta-potties or similar temporary restroom accommodations at the Fields.
2. The Village will periodically mow the Fields at its own expense.
3. The Village will provide garbage bins at the Fields and will arrange for periodic garbage pick-up.

4. The Village's designated non-emergency contact as for questions regarding the Fields is the Public Works Department, which can be reached Monday-Friday from the hours of 8:30 am – 3:30 pm at 847-428-4167.

**D. PROGRAMMER OBLIGATIONS.** Programmer will be responsible for the following:

1. Programmer will provide all necessary equipment for the Recreational Activities.
2. Programmer will restore the Fields after each use to the same condition as Programmer found the Fields, including the removal of any garbage or debris (water bottles, paper, ect.) as reasonably determined by the Village's Chief Building Inspector.
3. Programmer may not store any equipment at the Fields without the express written consent of the Village.
4. Programmer will be responsible for inspecting the Fields and determining whether they are safe and suitable for the Recreational Activities.
5. Programmer will be responsible for monitoring weather conditions while using the Fields, and will be responsible for determining if the Recreational Activities should be suspended or cancelled due to inclement or dangerous weather.
6. Programmer will be responsible for any and all equipment or other personal property brought onto the Fields by Programmer or the participants in the Recreational Activities. The Village will not be responsible for any lost, damaged, or stolen property brought onto the Fields.
7. Programmer will comply with all applicable local, state, and federal laws applicable to Programmer and the Recreational Activities. Programmer will not discriminate or refuse to allow an individual to participate in the Recreational Activities on basis of race, creed, color, sex, sexual orientation, military service status, age, national origin, matriculation, disability, or any other class protected by local, state, or federal law.
8. Programmer will be responsible for the safety of all participants in the Recreational Activities, including ensuring all of Programmer's employees and volunteers are qualified and capable of supervising the Recreational Activities.
9. Programmer must include the Village of Gilberts as a released party in the Programmer's waiver and release of liability for participants in the Recreational Activities. Programmer must provide the form waiver and release of liability for the Village's review and approval before Programmer uses the Fields.

**E. TERM OF AGREEMENT.** This Agreement shall be in effect from (*February*), 2021 to (*November*), 2021. The Village may terminate this Agreement without cause, upon 15 days written notice to Programmer. In the event that Programmer is in

breach of its obligations under this Agreement, the Village may terminate this Agreement upon 2 days written notice to Programmer.

**F. INDEMNIFICATION.** Programmer will, and hereby agrees to, hold harmless, indemnify, and defend the Village, its officers, employees, agents, volunteers, and representatives, from and against any and all liability, claims, demands, or causes of action, costs, or expenses, including, but not limited to, attorneys' fees, arising out of or related to (i) the acts and/or omissions of Programmer or Programmer's employees, agents, or volunteers, (ii) the use of the Fields by Programmer or the participants in the Recreational Activities; (iii) any accident, injury, or damage whatsoever occurring at the Fields during the Recreational Activities, regardless of whether or not it is caused in part by an indemnified party hereunder. Programmer will similarly hold harmless, indemnify, and defend the Village from any and all liability, claims, demands, or causes of action, costs, or expenses, including but not limited to attorneys' fees, incurred by reason of Programmer's breach of any of its obligations under this Agreement.

**G. INSURANCE.** Programmer will carry a general liability insurance policy for an amount no less than \$1,000,000.00 and an umbrella policy for an amount no less than \$2,000,000.00. Programmer will add the Village as an additional insured party on any policy for the use of the Fields by Programmer. Programmer will provide a certificate of insurance evidencing such coverage to the Village Clerk prior to any use of the Fields by Programmer.

**H. MISCELLANEOUS.**

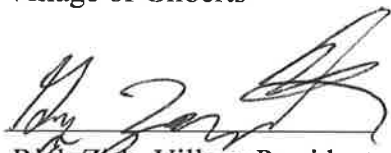
1. This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, whether oral or written, of the Parties in connection therewith. No modification of this Agreement shall be effective unless made in writing, signed by both Parties, and dated after the date hereof.
2. Programmer may not assign this Agreement without the express written consent of the Village.
3. Any term or provision of this Agreement which is invalid or unenforceable by virtue of any statute, ordinance, court order, final administrative action or otherwise, shall be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement
4. No assent or waiver, express or implied, of any breach of any one or more of the terms of this Agreement shall be deemed to be taken to be a waiver of any other term or condition or assent to continuation of such breach
5. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois. Any legal action commenced with respect to this Agreement shall be commenced and prosecuted only in a court of proper jurisdiction in Kane County, Illinois.

6. This Agreement is not intended, and shall not be construed, to create any partnership or joint venture between the Village and Programmer.
7. In the event that any party must take action to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its costs of enforcement, including reasonable attorneys' fees, court costs, and any other collection costs.
8. This Agreement is made solely between the Parties, and is not intended, and shall not be construed, to create any rights of, or duties or obligations to, any third party.

**IN WITNESS WHEREOF**, the parties have entered into this Agreement on the date written above.

Village of Gilberts

*(LZ360 Bison Baseball, Karen Schane)*



~~Rick Zirk~~, Village President  
(Acting)

Guy Zambetti

Karen Schane  
(authorized signatory)

**EXHIBIT A**

**Schedule of Recreational Activities**

4851-4064-5766, v, 1



**Bison Schedule MEMORIAL PARK**

**Weekdays**

Mondays 3/29/2021 – 8/02/2021

4pm – 9pm (Dark)

Tuesdays Available for YMCA

Wednesdays 3/31/2021 – 7/28/2021

4pm – 9pm (Dark)

Thursdays 4/1/2021 – 7/29/2021

5pm – 9pm (Dark)

Fridays Available for YMCA

Pending Tournaments

**Weekends**

04/03/2021 Saturday	2pm - 8pm
04/10/2021 Saturday	2pm - 8pm
04/11/2021 Sunday	11am – 5pm
04/16/2021 Tournament	8am - 8pm
04/17/2021 Tournament	8am - 8pm
04/18/2021 Tournaments	8am - 8pm
04/23/2021 Tournament	8am - 8pm
04/24/2021 Tournaments	8am - 8pm
04/25/2021 Tournaments	8am - 8pm
05/1/2021 Saturday	2pm - 8pm
05/02/2021 Sunday	11am – 5pm
05/08/2021 Saturday	2pm - 8pm
05/09/2021 Sunday	11am – 5pm
5/14/2021 Tournaments	8am - 8pm
5/15/2021 Tournaments	8am - 8pm
5/16/2021 Tournaments	8am - 8pm
05/22/2021 Saturday	2pm - 8pm
05/23/2021 Sunday	11am – 5pm
05/29/2021 Saturday	2pm - 8pm
05/30/2021 Sunday	11am – 5pm
6/4/2021 Tournament	8am - 8pm
6/5/2021 Tournament	8am - 8pm
6/6/2021 Tournament	8am - 8pm
06/12/2021 Saturday	2pm - 8pm
06/13/2021 Sunday	11am – 5pm
06/19/2021 Saturday	2pm - 8pm
06/20/2021 Sunday	11am – 5pm
06/26/2021 Saturday	2pm - 8pm
06/27/2021 Sunday	11am – 5pm
07/03/2021 Saturday	2pm - 8pm
07/9/2021 Tournament	8am - 8pm
07/10/2021 Tournament	8am - 8pm
07/11/2021 Tournament	8am - 8pm
07/17/2021 Saturday	2pm - 8pm
07/18/2021 Sunday	11am – 5pm

Fall Schedule to Come July 2021

Bison Schedule TOWN CENTER PARK

Weekdays

Mondays 3/29/2021 – 8/02/2021	4pm – 9pm (Dark)
Tuesdays 3/30/2021 – 8/03/2021	4pm – 9pm (Dark)
Wednesdays 3/31/2021 – 8/04/2021	4pm – 9pm (Dark)
Thursdays 4/01/2021 – 8/05/2021	4pm – 9pm (Dark)
Fridays 4/02/2021 – 8/06/2021	4pm – 9pm (Dark)

Weekends

04/03/2021 Saturday	8am - 8pm
04/10/2021 Saturday	8am – 8pm
04/11/2021 Sunday	9am – 5pm
04/16/2021 Tournament	8am - 8pm
04/17/2021 Tournament	8am - 8pm
04/18/2021 Tournaments	8am - 8pm
04/23/2021 Tournament	8am - 8pm
04/24/2021 Tournaments	8am - 8pm
04/25/2021 Tournaments	8am - 8pm
05/1/2021 Saturday	8am - 8pm
05/02/2021 Sunday	9am – 5pm
05/08/2021 Saturday	8am - 8pm
05/09/2021 Sunday	9am – 5pm
5/14/2021 Tournaments	8am - 8pm
5/15/2021 Tournaments	8am - 8pm
5/16/2021 Tournaments	8am - 8pm
05/22/2021 Saturday	8am - 8pm
05/23/2021 Sunday	9am – 5pm
05/29/2021 Saturday	8am - 8pm
05/30/2021 Sunday	9am – 5pm
6/4/2021 Tournament	8am - 8pm
6/5/2021 Tournament	8am - 8pm
6/6/2021 Tournament	8am - 8pm
06/12/2021 Saturday	8am - 8pm
06/13/2021 Sunday	9am – 5pm
06/19/2021 Saturday	8am - 8pm
06/20/2021 Sunday	9am – 5pm
06/26/2021 Saturday	8am - 8pm
06/27/2021 Sunday	9am – 5pm
07/03/2021 Saturday	8am - 8pm
07/9/2021 Tournament	8am - 8pm
07/10/2021 Tournament	8am - 8pm
07/11/2021 Tournament	8am - 8pm
07/17/2021 Saturday	8am - 8pm
07/18/2021 Sunday	9am – 5pm

Fall Schedule to Come July 2021



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2021

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 have ADDITIONAL INSURED provisions or 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).


<b>PRODUCER</b> K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	<b>CONTACT NAME:</b> Mass Merchandising Underwriting	
	<b>PHONE (A/C, No, Ext):</b> 1-800-426-2889	<b>FAX (A/C, No):</b> 1-260-459-5105
<b>E-MAIL ADDRESS:</b> info@sportsinsurance-kk.com		
<b>PRODUCER CUSTOMER ID:</b>		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> LZ360 Bison Baseball 397 Pierce Street Gilberts, IL 60136 A Member of the Sports, Leisure & Entertainment RPG	<b>INSURER A:</b> Nationwide Mutual Insurance Company	23787
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** W01882524 **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 <input type="checkbox"/> OTHER:	X		6BRPG0000007258600	01/19/2021 1:36 PM EDT	01/19/2022 12:01 AM	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$1,000,000
							PROFESSIONAL LIABILITY	\$1,000,000
							LEGAL LIAB TO PARTICIPANTS	\$1,000,000
A	<input type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> NOT PROVIDED WHILE IN HAWAII			6BRPG0000007258600	01/19/2021 1:36 PM EDT	01/19/2022 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	
A	<b>MEDICAL PAYMENTS FOR PARTICIPANTS</b>			6BRPG0000007258600	01/19/2021 1:36 PM EDT	01/19/2022 12:01 AM	PRIMARY MEDICAL	
							EXCESS MEDICAL	\$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Legal Liability to Participants (LLP) limit is a per occurrence limit.  
 Sport(s): Baseball Age(s): 12 and under, 13-15, 16-19  
 The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.

<b>CERTIFICATE HOLDER</b> Village of Gilberts 87 Galligan Rd Gilberts, IL 60136 (Owner/Lessor of Premises)	<b>CANCELLATION</b> 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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Coverage is only extended to U.S. events and activities.

\*\* NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name Of Additional Insured Person(s) Or Organization(s)</b></p> <p>Village of Gilberts 87 Galligan Rd Gilberts, IL 60136</p>  <p>Named Insured: LZ360 Bison Baseball</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.