



LAKE COUNTY FOREST PRESERVES

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Preservation, Restoration, Education and Recreation

DATE: October 6, 2016
MEMO TO: S. Michael Rummel, Chair
Finance and Administrative Committee
FROM: John E. Nelson
Director of Operations and Infrastructure

Agenda Item# 9.7

RECOMMENDATION: Recommend adoption of an Ordinance Authorizing Execution of a License Agreement with Gurnee Youth Baseball, Inc.

STRATEGIC DIRECTION SUPPORTED: None

FINANCIAL DATA: The District will receive an annual License Fee of \$375.00 per year with the revenue being applied to the Operations and Infrastructure operating budget.

BACKGROUND: In 1975, the District acquired property adjacent to the Gurnee American Legion Post baseball fields. Prior to the acquisition, a portion of this property had also been used for baseball league activities. Since 1975, the District has entered into consecutive license agreements with Gurnee youth baseball organizations to allow the continued use of the area for ball fields. Staff has negotiated a new five-year License Agreement with Gurnee Youth Baseball, Inc. to use the 3.2-acre site for baseball league activities with a fee based upon agricultural land license rates. The license period will extend from November 16, 2016 through November 15, 2021.

REVIEW BY OTHERS: Chief Operations Officer, Director of Finance, Corporate Counsel.

PRESENTER: John E. Nelson

**LAKE COUNTY FOREST PRESERVE DISTRICT
LAKE COUNTY, ILLINOIS**

**AN ORDINANCE APPROVING A LICENSE AGREEMENT WITH
GURNEE YOUTH BASEBALL, INC.**

WHEREAS, on November 8, 2011, the Lake County Forest Preserve District (the "District") last approved a License Agreement with Gurnee Youth Baseball, Inc. (the "Licensee"), allowing the Licensee to use certain property owned by the District (the "Property") for a youth baseball league; and

WHEREAS, the Licensee has requested that the District continue to allow this use of the Property for five more years; and

WHEREAS, the use of the Property by the Licensee will provide healthful and supervised recreation for the youth of Lake County; and

WHEREAS, pursuant to Section 7b of the Downstate Forest Preserve District Act, the District may, by Ordinance, issue licenses for any activity reasonably connected with the purpose for which the District was created, 70 ILCS 805/7b ; and

WHEREAS, pursuant to Section 18.1 of the Downstate Forest Preserve District Act, the District's powers include the power to operate and maintain recreational facilities, including facilities for sporting activities, 70 ILCS 805/18.1 ; and

WHEREAS, the use of the Property for a youth baseball league is reasonably connected with the purposes for which the District was created; and

WHEREAS, it is in the best interests of the District to enter into a License Agreement with Licensee in substantially the form attached hereto as Exhibit A (the "License Agreement");

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of the Lake County Forest Preserve District, Lake County, Illinois, **THAT:**

Section 1: Recitals. The recitals set forth above are incorporated as a part of this Ordinance by this reference.

Section 2: Approval of and Authority to Execute License Agreement. The License Agreement is hereby approved, in substantially the form attached hereto as Exhibit A. The President and Secretary of the District are authorized and directed to execute and attest to, respectively, the License Agreement on behalf of the District.

Section 3: Monetary Fee. The Licensee shall pay the monetary fee required under the Agreement.

Section 4: Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of _____, 2016.

AYES:

NAYS:

APPROVED this _____ day of _____, 2016.

Ann B. Maine, President
Lake County Forest Preserve District

ATTEST:

Julie Gragnani, Secretary
Lake County Forest Preserve District

Exhibit No. _____

LICENSE AGREEMENT BETWEEN THE
LAKE COUNTY FOREST PRESERVE DISTRICT AND
GURNEE YOUTH BASEBALL, INC.

THIS AGREEMENT is made as of the ____ day of _____, 2016, (the “Execution Date”) by, and between the **Lake County Forest Preserve District**, a body politic and corporate, organized and existing under the Downstate Forest Preserve Act, 70 ILCS 805/0.001 et seq. (the “District”), and **Gurnee Youth Baseball, Inc.**, an Illinois not-for-profit corporation (the “Licensee”).

IN CONSIDERATION of the recitals and mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and the Licensee agree as follows:

1. RECITALS.

- A. The District is the legal title owner of the property commonly known as the Des Plaines River Greenway located on the west side of the Des Plaines River, South of Grand Avenue, and legally described and generally depicted in Exhibit A attached to and made a part of this Agreement by this reference (the “Property”).
- B. The Licensee has used the property for a youth baseball league and other recreational purposes since 1986.
- C. The Licensee desires to continue to use the Property for the purpose of conducting a youth baseball league and other recreational purposes.
- D. The Licensee represents and warrants that it has the authority to enter into this Agreement pursuant to its corporate charter and bylaws.

2. LICENSE. The District hereby grants to the Licensee, a non-exclusive license to enter on, and cross over, the Property for the sole purpose of conducting a youth baseball league and for maintenance of the Property, which includes four baseball fields with backstops (the "License") in accordance with the requirements of this Agreement. The District agrees that Licensee shall have priority over other users of the Property for all baseball games and practices that Licensee schedules pursuant to its License, so long as Licensee advises the Chief of Ranger Police, or person acting in such capacity, of such schedule reasonably in advance of all games and practices. This agreement shall not bar the public from the use of the Property when not in use by the Licensee. Licensee shall not be allowed to make any improvements to the Property without prior expressed written consent of the District.

3. COMPLIANCE WITH DISTRICT REQUIREMENTS. The Licensee acknowledges that motor vehicle access to the Property is restricted pursuant to District regulations, and agrees to abide by such regulations. The Licensee further agrees to provide assistance to the District in obtaining compliance with those regulations by others by promptly advising the District's Ranger Police of violations of these restricted motor vehicle access regulations.

4. COST OF ACTIVITIES. The activities conducted on the Property by Licensee shall be conducted by the Licensee at its sole cost and expense.

5. TERM AND TERMINATION. This License Agreement shall be for a term commencing November 16, 2016, and ending November 15, 2021 (the "Term"), unless sooner terminated as hereinafter provided. In the event that (i) the Licensee abandons its use of the Property for a youth baseball league at any time prior to November 15, 2021, or (ii) either party, in its discretion, elects to terminate this License Agreement, any time during the term of this License Agreement, then this License Agreement shall automatically terminate upon 30 days

prior written notice given by the terminating party to the other party, and all use of the Property shall revert to the exclusive authority and control of the District. The District shall not be liable for any loss or damage suffered by the Licensee by reason of any such termination. Any obligations that accrue prior to such termination shall survive such termination.

6. MONETARY FEE. The Licensee shall pay to the District an annual license fee ("Annual License Fee") for each one-year period commencing on November 16 during the Term of the License (a "License Year"). The Annual License Fee is payable on the Execution Date, and each following anniversary of the Execution Date during the Term (a "Payment Date"). Each Annual License Fee paid on a Payment Date shall be for the License Year commencing on November 16 following such Payment Date. For example, the Annual License Fee paid on the Execution Date will be for the License Year commencing on November 16, 2016. For each year of the five-year Term, the Annual License Fee shall be \$375.00**7. HAZARDOUS**

MATERIALS. The Licensee covenants and agrees that (a) it shall comply with all federal, state and local laws, ordinances, rules and regulations that prohibit, restrict, or regulate any material defined therein as a hazardous, radioactive, toxic or carcinogenic substance, pollutant, contaminant or material ("Hazardous Materials") applicable to the Property in conducting activities on the Property; and (b) it shall not, and shall not permit any person to, handle, bury, store, retain, refine, produce, spill, allow to seep, leak, escape or leach, pump, pour, emit, empty, discharge inject, dump, transfer or otherwise dispose of or deal with Hazardous Materials in, on, under or about the Property.

8. CONDITION OF PROPERTY UPON TERMINATION. When the Licensee surrenders the Property upon termination of this License Agreement pursuant to Section 5 above, the Property shall be in a condition at least as good as or better than its condition at the

commencement of the initial term, and Licensee shall repair any damage caused by the use of the Property pursuant to the License at its cost and expense. However, the Licensee shall have the right, at any time prior to November 15, 2021, to remove the four baseball backstops presently located on the Property, provided the Licensee furnishes notice of the date of removal to the District at least one month in advance of such removal. The Licensee shall assume all costs and liabilities in connection with such removal.

9. ASSIGNMENT AND SUBLICENSING PROHIBITED. This Agreement, and the covenants and agreements contained in it, shall be binding upon the Licensee and the District and their successors, assigns, and sub licensees. Notwithstanding the foregoing, the Licensee may not assign its rights or delegate its duties under this Agreement, sublicense any of its rights under this Agreement, or enter into any agreement, oral or written, express or implied, to allow any person, corporation, or entity (other than Licensee, its officers, representatives, employees, guests, invitees, and agents) to use the Property for any purpose whatsoever without the District's prior written express consent.

10. INDEMNIFICATION. As a condition of the rights granted to it by this Agreement, the Licensee shall, through counsel approved by the District, hold harmless, indemnify, and defend the District, its commissioners, officers, agents, attorneys, employees, contractors, successors, and assigns, from and against any losses, expenses, claims, costs, causes, actions, litigation costs, attorney fees, suits, and damages relating to personal or bodily injuries, death, or damages or injuries to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of the License or the use of the Property by the Licensee or its contractors, officers, representatives, employees, invitees, guests, or agents ("Claims"), including, without limitation, Claims arising from the District's alleged negligence or fault,

Claims relating to Section 8 of this Agreement, and litigation costs and attorneys' fees. The Licensee shall notify the District of any Claims or potential Claims against the District of which the Licensee becomes aware promptly and in no event more than 30 days after becoming aware of such Claims. The Licensee's obligations under this Section shall be in addition to, and shall not be limited or waived by, the availability or unavailability of any insurance provided by the Licensee or the District.

11. INSURANCE. Upon the execution of this agreement by the District, the Licensee shall provide the District with certificates of insurance showing that Licensee maintains the following minimum insurance coverages and limits, and that the District has been named as an additional insured on the general liability coverages:

<u>COVERAGE</u>	<u>LIMITS</u>
Youth Sport and Corporation Comprehensive General Liability, with coverage written on an "occurrence" basis and including Premises/Operations, Products/Completed Operations, Independent Contractors Personal Injury (with Employment Exclusion deleted), Broad Form Property Property Damage Endorsement, Blanket Contractual Liability (must expressly cover the indemnity provisions of this Agreement), Bodily Injury and Property Damage, and all employees as insured.	\$3,000,000 Combined Single Limit

Such insurance shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to the District. The Licensee shall maintain and keep in force insurance in the minimum coverages and limits stated in this Section at all times while this License Agreement is in effect, and shall provide evidence thereof to the District. The required

coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss. Upon the District's request, Licensee shall also provide to the District the policies of insurance showing such coverage.

12. SUBORDINATE TO DISTRICT'S USE. The District reserves the right to enter upon the Property and the right to inspect the Property for any reason or purpose as the District may at any time desire as long as such use does not unreasonably interfere with the License. The Licensee agrees to correct any hazard and any disrepair or defective condition of any baseball related structures, including without limitation backstops and fields, discovered as a result of such inspections.

13. COMPLIANCE WITH LAWS. The Licensee shall use the Property only in compliance with all applicable federal, state and local laws, statutes, ordinances, rules and regulations, and shall obtain any permits that may be required in conjunction with Licensee's use of the Property.

14. NO EASEMENT OR PRESCRIPTIVE RIGHTS. The Licensee acknowledges that its use of the Property is pursuant to the revocable License granted herein and that it does not and will not have any leasehold, easement, or other property right in the Property. The Licensee further acknowledges that no prescriptive rights have arisen prior to the date of this Agreement nor shall any prescriptive rights be deemed to arise out of this Agreement or Licensee's use of the Property.

15. NOTICES. All notices required in this Agreement shall be in writing. Personal delivery, or mailing by certified or registered mail with proper postage prepaid, of a notice or demand to addresses listed below or to such other addresses as the parties may, in writing, from time to time designate, shall constitute a proper notice in accordance with this Agreement.

Notices to the District:

Lake County Forest Preserve District
1899 Winchester Road
Libertyville, IL 60048
Attn: Executive Director

Notices to Licensee:

Gurnee Youth Baseball, Inc.
P.O. Box 185
Gurnee, IL 60031
Attn: President

16. AMENDMENT. No amendment, modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until such change is reduced to writing and approved by the necessary authorities of the District and the Licensee.

17. NO WAIVER. Any act or omission by the District that may constitute a waiver of one of its rights under this Agreement shall not constitute or be deemed to be a waiver of any other right that the District has or may have in the future under this Agreement. The District's performance of any act that the Licensee is required to perform hereunder shall not be deemed to be a waiver of any of the District's rights.

18. AUTHORITY. Each person signing this Agreement hereby states and covenants that he or she has read and understood this Agreement, that he or she has the authority to execute this Agreement on behalf of the party represented by him or her, and that such party intends to be legally bound by the provisions of this Agreement. Each obligation of Licensee shall be deemed to be an obligation of both Legion and Baseball.

LAKE COUNTY FOREST PRESERVES DISTRICT

By: _____
Ann B. Maine, President

ATTEST:

Julie A. Gragnani, Secretary

GURNEE YOUTH BASEBALL, INC.

By: _____
Grant Nelson, President

ATTEST



TIM CRAYTON
2386 HAYES
HIGHLAND PARK, IL 60035