FREMONT TOWNSHIP BOARD MEETING AGENDA

Regular Board Meeting: April 10, 2018 5:30 P.M. 22385 W. Highway 60, Mundelein, IL 60060

- 1. CALL TO ORDER PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. PUBLIC COMMENTS
- 4. APPROVAL OF MINUTES
 - Motion to approve the minutes of the March 5, 2018 Regular Board Meeting.
- 5. CORRESPONDENCE
- 6. OLD BUSINESS
- 7. NEW BUSINESS
 - 7.1 Lake County Lightning-Behm Park Field Use Contract Motion to approve Lake County Lightning Behm Park Field Use Contract.
 - 7.2 Lake County Stallions-Behm Park Field Use Contract Motion to approve Lake County Stallions Behm Park Field Use Contract.
 - 7.3 Mundelein Soccer Club-Behm Park Field Use Contract Motion to approve Mundelein Soccer Club Behm Park Field Use Contract.
- 8. PARKS REPORT
- 9. CERT REPORT
- 10. COMMUNITY GARDEN REPORT

11. ELECTED OFFICIALS' REPORT

- Assessor
- Clerk
- Highway Commissioner
- Supervisor
- Trustees
- 12. GA/EA/FOOD PANTRY REPORT
- 13. PUBLIC COMMENTS
- 14. APPROVAL OF BILLS
 - Motion to Audit and approve for payment of Road and Bridge Fund in the amount of \$24,292.42
 Permanent Road Fund in the amount of \$67,859.17
 And General Town Fund in the amount of \$75,138.78

ROLL CALL

Motion to Audit and approve for payment of General Assistance Fund in the amount of \$9,004.37

15. EXECUTIVE SESSION - None	
16. ADIOURN	TIME:

Minutes Board of Town Trustees



STATE OF ILLINOIS, COUNTY OF LAKE, TOWN OF FREMONT

The Fremont Township Board of Trustees met at 22385 W. Illinois Route 60. Mundelein, IL 60060 on March 5, 2018 to conduct a Regular Meeting.

Diana O'Kelly	Supervisor
Christina McCann	Town Clerk
Bill Grinnell	Highway Commissioner
Joe Herchenbach	Assessor
Jeri Atleson	Town Trustee
Patricia Stejskal	Town Trustee
Connie Shanahan	Town Trustee
Keith Voss	Town Trustee

1. CALL TO ORDER AND PLEDGE

Supervisor O'Kelly called the meeting to order at 7:00 P.M.

2. ROLL CALL

BOARD MEMBERS PRESENT

Trustee Atleson, Trustee Shanahan, Trustee Stejskal, Trustee Voss, Supervisor O'Kelly.

ELECTED OFFICIALS PRESENT

Clerk McCann, Assessor Herchenbach

OTHERS PRESENT

Rose Marie Domeny, Judy Hammel, Christine Seidner

3. PUBLIC COMMENTS

None

4. APPROVAL OF MINUTES

 Trustee Shanahan moved, and Trustee Voss seconded the motion to approve the minutes of the February 12, 2018 Regular Meeting. All in favor, motion carried.

5. CORRESPONDENCE

 Email to Supervisor O'Kelly from Mundelein Mayor Lentz regarding follow-up for discussions about July 2017 flooding.

6. OLD BUSINESS

6.1 Certificate of Appreciation - Retiring Trustee Tami Forman

Supervisor O'Kelly presented Tami Forman with a Certificate of Appreciation for serving as Trustee, and her commitment to the residents of Fremont Township. Ms. Forman stated she will miss being a part of township activities.

7. NEW BUSINESS

7.1 Supervisors Annual Financial Statement

 Trustee Voss moved, and Trustee Shanahan seconded the motion to approve the Supervisors Annual Statement for FY 2018/2018. All in favor, motion carried.

7.2 2017 Annual Town Meeting Agenda

 Trustee Shanahan moved and Trustee Atleson seconded the motion to approve the 2017 Annual Town Meeting Agenda. All in favor, motion carried.

7.3. Board Appointment to Fill Trustee Vacancy

• Trustee Shanahan moved and Trustee Atleson seconded the motion to appoint Fremont Township resident Pat Stejskal to fill the remainder of the trustee term vacated by Tami Forman.

ROLL CALL

Aye: Trustee Atleson, Trustee Shanahan, Trustee Voss, Supervisor O'Kelly. All in favor, motion carried.

- Supervisor O'Kelly interviewed seven accomplished Fremont Township residents who submitted
 resumes and/or letters of intent to fill the vacancy. The consensus of the Board is that Pat Stejskal's
 service to the community as the Fremont Township CERT Team Leader uniquely qualifies her to fill
 the position.
- Patricia Stejskal was then sworn into office by Clerk McCann.

8. PARKS REPORT

- Trustee Shanahan reported the Parks Committee has decided the Behm Park Lacrosse field should be turned
 into a multi-purpose field in 2019. Representatives from all field user groups agreed to the field
 modification. This year, all field user group contracts will remain the same. In 2019 all contracts will include
 a clause to share the multi-purpose field.
- Parks Manger Herb Riedel also agreed that a multi-purpose field will see more use.

9. CERT REPORT

CERT Team Leader Pat Stejskal reported the following:

- CERT is half way through their 6-week CERT training class. There are 16 participants. March 21st will be the final class at the Countryside Fire Department.
- On Monday, February 19, CERT 's presentation on "Preparing for Spring Weather" was well attended, including Round Lake CERT members, at the Fremont Library.
- Local area CERTS are meeting on March 20th to begin planning for a large scale joint exercise/drill
- Lou Bruno will be giving a WRLR update and thanks the Township for their support

10. COMMUNITY GARDEN REPORT

- Trustee Atleson reported that Alicia Dodd is working with reps from Mundelein High School regarding students participating in garden design, and Libertyville High School AP environmental studies students may also participate in soil testing and other garden functions
- Alicia Dodd has been hired by the Township on a part-time basis to oversee garden activities. Management of the garden has exceeded what can be achieved on a volunteer basis.

11. ELECTED OFFICIALS' REPORT

Assessor

Assessor Herchenbach reported the following:

- New computers are in place and fully operational with software updates and technology support is generally complete
- Training continues with regards to coordination of valuation programs between Lake County and most of the township assessors.
- Assessor's vehicle has been taken out of winter storage to begin field inspections
- Employee annual reviews are completed
- Received a letter from a township resident, thanking the township, and the Assessor's Office, expressing appreciation for the level of service provided

Clerk

Clerk McCann reported the following:

Janice Schnobrich submitted two FOIA's requesting information from the Assessor's office

- Early voting for the March 20, 2018 General Primary began today at the township Highway Department facility and will continue through March 17
- Ballot box judges for Fremont voting sites will pick up election supplies on March 15 and 16
- Voting equipment for election day will be delivered to the township on March 16
- A press release announcing the board's intention to fill the trustee vacancy was sent to local press organizations

Highway Commissioner

No Report

Supervisor

Supervisor O'Kelly reported the following:

- Attended LCCTSC meeting
- Attended West Shore Park Association meeting and presented information pertaining to the township's intention to place a referendum on next year's ballot for unified garbage services
- Attended MHS Civics' Fair
- North Shore Camera Club photographs have been lent to the township and are on display in the Administrative Center
- Participated in an interview with a student seeking to apply for the TOI Annual Scholarship
- Met with Busy Hands Group at Saddle Brook Farms
- Interviewed seven applicants for the vacated trustee position
- Did early voting outreach
- On Saturday, March 9, a passport renewal event will be held at the township
- Reviewed PACE ridership numbers for Fremont residents

Trustees

- Newly sworn in Trustee Pat Stejskal thanked the board for the opportunity to serve as a trustee
- Trustee Atleson attended the West Shore Park Association meeting
- Trustees Atleson, Shanahan and Voss congratulated Patricia Stejskal and welcomed her to the Board of Trustees.

12. GA/EA/FOOD PANTRY REPORT

The following statistics were reported for the month of February 2018:

- One (1) resident received General Assistance without medical
- One (1) resident received Emergency Assistance
- Fifty (50)) residents received food pantry assistance
- There were seven (7) Liheap applications residents
- Taxi coupon use has not yet been reported
- Fifteen (15) residents received assistance with RTA pass applications
- Four (4) residents applied for the Benefit Access Program
- Seventeen (17) residents received Diaper Bank donations

13. PUBLIC COMMENTS

Judy Hammel, Rose Marie Domeny and Christine Seidner congratulated Pat Stejskal on her appointment to the Board of Trustees.

14. APPROVAL OF BILLS

 Trustee Shanahan moved, and Trustee Voss seconded the motion to audit and approve for payment of Road and Bridge Fund in the amount of \$12,160.92, Permanent Road Fund in the amount of \$86,080.63 and General Town Fund in the amount of \$63,793.86.

ROLL CALL: Aye: Trustee Atleson, Trustee Stejskal, Trustee Shanahan, Trustee Voss. All in favor, motion carried.

• Trustee Shanahan moved, and Trustee Stejskal seconded the motion to audit and approve for payment of the General Assistance Fund in the amount of \$3590.27. All in favor, motion carried.

15. EXECUTIVE SESSION

None

16. ADJOURN

• Trustee Shanahan moved, and Trustee Atleson seconded the motion to adjourn the meeting at 7:38 p.m. All in favor, motion carried.

Respectfully Submitted, Christina McCann, Fremont Township Clerk Approved: April 10, 2018



Fremont Township License Agreement with The Lake County Lightning

Purpose

Fremont Township (hereafter "Township") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Township and provide for their own leadership, organizational and operational structure. Although the stated missions of the organization may differ, public investment in public recreational facilities and programs creates mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Township recognizes that at times it is in the best interest of the community that the Township work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Township is willing to establish a working relationship and cooperative agreement with the Lake County Lightning (hereafter referred to as "Lightning") in order to provide a youth baseball opportunity in Mundelein. With this agreement, the parties will define the working relationship, mutual expectations and individual responsibilities. Standards outlined herein insure that the parties' concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- 1. The Lightning shall provide its own leadership, structure and must delegate operational duties to its membership.
- The Lightning shall conduct its own financial business and be financially selfsupporting.

- 3. The Lightning shall have its own volunteer governing board with adopted bylaws or guidelines to guide the board in policy-making decisions, and is a not-for-profit corporation or organization dedicated to offering and promoting a baseball program that is compatible with and supplements other Township programs.
- 4. The Lightning shall provide a list of officers for the upcoming season at the Townships meeting in March of each year. In addition, the Lightning will provide a list of players and the towns in which they reside.
- 5. The Lightning shall designate both a liaison and alternate liaison and provide the individual's telephone numbers and any other contact information to the Township.
- 6. The Townships primary liaison to the Lightning shall be the Parks Manager or his/her designee. This person will be assigned to provide the necessary assistance to the Lightning and has final say on all weather related field conditions. He/she is not required or expected to attend Lightning business and planning meetings. If the Township liaison attends a Lightning meeting, they will attend as a "non-voting" participant.

The Township shall provide their "Liaisons" office telephone number and any other contact information to the Lightning.

- 7. The Lightning agrees and understands that neither the Lightning nor its officials, officers, members, employees or volunteers (collectively "The Lightning") are entitled to any benefits or protections afforded to employees or volunteers of the Township and are not bound by any obligations as employees of the Township. The Lightning will not be covered under provisions of the unemployment compensation insurance of the Township or the workers compensation insurance of the Township and any injury or property damage arising out of any Lightning activity will be the Lightning's sole responsibility and not the Townships. Also, it is understood that the Lightning is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Township and therefore, the Lightning will be solely responsible for its own actions. The Township will in no way defend the Lightning in matters of liability.
- 8. The Lightning shall fully cooperate with any investigation conducted by or on behalf of the Township. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Township, may result in revocation or suspension of any privileges under this Agreement.
- 9. The Lightning shall not represent itself or members of the Lightning as employees, volunteers, or agents of the Township.

- 10. The Lightning or members of the Lightning will not advertise or solicit participants using the name or logo of the Township without prior written permission of the Township.
- 11. The Lightning shall handle its own fees, charges, monies and expenditures. It will manage its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- 12. Activities sponsored by the Lightning shall not, other than to adhere to specific membership guidelines or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
- 13. The Lightning agrees to conduct criminal background checks for all employees, coaches, field officials, trainers and volunteers.
- 14. The Lightning agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database.
- 15. The Lightning understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Lightning position and/or activity and that the Township is not responsible for any hiring or retention decision.
- 16. The Lightning must comply with all Governmental Regulations, as well as the policies, procedures and regulations of the Township with respect to sexual harassment, drug-free workplace and policies related to communicable diseases. Governmental Regulations shall include, but not be limited to, the Americans with Disabilities Act, the Illinois Human Rights Act and EEOC Guidelines.
- 17. The Lightning agrees to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
- 18. The Lightning will establish a financial assistance program for parents and families needing help in paying for programs and services.
- 19. The Lightning will actively cooperate with the Township, and all local law enforcement agencies charged with enforcing Township Ordinances and federal, state and local laws concerning the illegal use of alcohol, tobacco, drugs and any other violation of the law involving Lightning sponsored activities. Such active cooperation shall include reporting of suspected violations immediately to the Local Police Department. The Lightning should not attempt to seize any items or question any persons regarding these potential offenses.

20. The Lightning shall report to the Township on a bi-annual basis at the Township meeting in March and the Township meeting in November. Along with a written "Notice of Intent" the Lightning will report in person advising the Township of its intended use of the fields and for purposes of reporting as to the manner that the facilities have been used. These meetings and reports are intended to facilitate open communication between the Lightning and the Township.

II. Facility Use and Maintenance

- 1. The Township will:
 - a. Maintain the playing fields to acceptable National League Standards;
 - b. Provide and have control of all maintenance materials for the fields (fertilizer, weed control, mosquito/tick control, etc.);
 - c. Maintain all Grass areas;
 - d. Do weekly maintenance of clay infield areas throughout playing season
- 2. The Lightning will:
 - a. Do all routine game related maintenance on clay areas and grass areas (chalking, striping, etc.);
 - b. Provide all field conditioner, chalk, paint, etc. as needed throughout playing season;
 - c. Provide equipment to assist in maintaining clay area;
 - d. Clean fields and premises of all debris after games;
 - e. Not allow any representative of the Lightning to enter an area posted, "No Trespassing" nor shall any person use or abet the use of any area in violation of posted notices on Township Property;
 - f. Provide current and updated game schedules to the Township throughout the season.
 - g. Only allow coaches who have passed Township training and have signed Township release form operate motorized field maintenance equipment
- 3. Fremont Township will provide the Lightning with "sole" use of the two baseball fields at Behm Homestead Park. Starting April 1st, 2019, the Lightning will share "sole" rights to the Lacrosse Field with the Lake County Stallions.
 - a. Behm Homestead Park: 22222 W. Behm Park Ln Grayslake, IL. 60030
- 4. The Lightning shall inspect each practice facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Township and/or repair any unsafe condition before Lightning use.

- 5. The Township does not assume any responsibility, care, custody, or control of any Lightning property or equipment brought upon or stored upon Township property. The Lightning is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Township property.
- 6. The Lightning shall adhere to all applicable facility and Township ordinances, rules, regulations, policies and procedures.

III. Capital Improvements

Any future improvements made to the Licensed Premises by the Lightning shall be with prior written consent of the Township, which consent shall not be unreasonably withheld. Any improvements made by the Lightning or the Township to the Licensed Premises shall immediately become the property of the Township and shall be subject to the terms of this Agreement. Upon any termination of this Agreement, all improvements to the Licensed Premises shall remain the sole and exclusive property of the Township.

IV. Rental/Usage Fee

The Township will not charge fees to the Lightning for use of the fields.

V. Township Waiver

The Lightning shall provide the Township with waivers from all coaches and players relinquishing the Township of any liability. For all Lightning sponsored activities, the Lightning shall indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of the Lightning or any of the Lightning partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Township property or facility and arising out of any Lightning sponsored activity regardless of whatever or not it is caused in part by a party indemnified hereunder. Such obligation shall not be constructed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exists as to any party or persons described in this paragraph. The Lightning shall similarly protect, indemnify and hold and save harmless the Township, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the League's breach of any of its obligations under, or the Lightning's default of, any provision of this agreement.

VI. Insurance and Indemnification

The Lightning shall maintain in full force and effect liability insurance in a present amount of: \$1,000,000/\$3,000,000 bodily injury liability (\$1,000,000 each occurrence with a \$3,000,000 aggregate), \$1,000,000 umbrella, \$100,000 property damage liability, \$5,000 personal injury and will name Fremont Township as an additional insured. The amount of bodily injury liability and property damage liability coverage shall be reviewed on a yearly basis by the Township during the term of this Agreement. If, at any such annual review the Township determines that the dollar amount of the bodily injury/property damage liability is insufficient, the Township shall so notify the Lightning of such insufficiency. The Lightning shall then increase the amount of liability coverage in an amount satisfactory to the Township. On or before April 15th of each year this agreement is in effect, the Lightning shall provide Township with a certificate of insurance verifying coverage amounts and parties insured. The Township will prohibit the Lightning from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance will result in termination of this agreement by the Township. If the Lightning's insurance is canceled or expired, it is Lightning's responsibility to notify Fremont Township.

VII. Lightning Protection

The Lightning is responsible for creating and following a severe weather protocol. *Lightning's* behavior is random and unpredictable. While the risk of lightning strikes and injuries cannot be eliminated, *preparedness and response* are the best defenses towards reducing the lightning hazard. All athletic events and contests are to be immediately suspended when lightning is spotted or thunder is heard. All participants and spectators are to be cleared from the field and find safe shelter.

VIII. No Third Party Beneficiary

This agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IX. Terms of License

 The initial term of this Agreement shall commence on the date hereof April 16th 2018 and end on April 15th 2021.



2. The Township retains the right to alter terms and conditions of this Agreement or to terminate this Agreement at any time without cause with sixty (60) days written notice to the Lightning. The Township retains the right to terminate this Agreement for cause, including, but not limited to misconduct of the Lightning or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Township Residents, or because the Lightning has breached any of its obligations under this Agreement with sixty (60) days written notice to the Lightning. Notices should be mailed to: Lake County Lightning

207 Peregrine Ln. Hawthorn Woods, IL. 60047

3. The Lightning may terminate this Agreement by providing a minimum of sixty (60) days written notice. Notices should be mailed or hand delivered to:

Fremont Township

22385 W IL. Hwy 60 Mundelein, IL. 60060

X. Authority

Each person signing this License Agreement hereby states and covenants that he or she has read and understands this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

XI. **Governing Law**

This agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed by a duly authorized officer thereof as of the date first written above.

Jerry Fox

President, Lake County Lightning

Diana O'Kelly

Fremont Township Supervisor

Kurt Hironimus

Christina McCann

Vice President

Fremont Township Clerk

Fremont Township License Agreement with Lake County Stallions

Purpose

Fremont Township (hereafter "Township") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Township and provide for their own leadership, organizational and operational structure. Although the stated missions of the organization may differ, public investment in public recreational facilities and programs creates mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Township recognizes that at times it is in the best interest of the community that the Township work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Township is willing to establish a working relationship and cooperative agreement with the Lake County Stallions (hereafter referred to as "The Stallions") in order to provide a youth Lacrosse/Football/Cheer/Flag Football/7 on 7 opportunity in Mundelein. With this agreement, the parties will define the working relationship, mutual expectations and individual responsibilities. Standards outlined herein insure that the parties' concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- The Stallions shall provide its own leadership, structure and must delegate operational duties to its membership.
- 2. The Stallions shall conduct its own financial business and be financially self-supporting.

- The Stallions shall have its own volunteer governing board with adopted bylaws or
 guidelines to guide the board in policy-making decisions, and is a not-for-profit
 corporation or organization dedicated to offering and promoting a youth
 Lacrosse/Football program that is compatible with and supplements other Township
 programs.
- 4. The Stallions shall provide a list of officers for the upcoming season at the Township's meeting in March of each year. In addition, The Stallions will provide a listing of players and the towns in which they reside.
- The Stallions shall designate both a liaison and alternate liaison and provide the individual's telephone numbers and any other contact information to the Township.
- 6. The Township's primary liaison to the Stallions shall be the Parks Manager or his/her designee. This person will be assigned to provide the necessary assistance to The Stallions and has final say on all weather related field conditions. He/she is not required or expected to attend The Stallions business and planning meetings. If the Township liaison attends a The Stallions meeting, they will attend as a "non-voting" participant. The Township shall provide their "Liaisons" office telephone number and any other contact information to the Stallions
- 7. The Stallions agree and understand that neither The Stallions nor its officials, officers, members, employees or volunteers (collectively "The Stallions") are entitled to any benefits or protections afforded to employees or volunteers of the Township and are not bound by any obligations as employees of the Township. The Stallions will not be covered under provisions of the unemployment compensation insurance of the Township or the workers compensation insurance of the Township and any injury or property damage arising out of any Stallions activity will be The Stallions sole responsibility and not the Townships. Also, it is understood that The Stallions are not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Township and therefore, the Stallions will be solely responsible for its own actions. The Township will in no way defend The Stallions in matters of liability.
- 8. The Stallions shall fully cooperate with any investigation conducted on behalf of the Township. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Township, may result in revocation or suspension of any privileges under this Agreement.

- The Stallions shall not represent itself or members of The Stallions as employees, volunteers, or agents of the Township.
- The Stallions or members of The Stallions will not advertise or solicit participants
 using the name or logo of the Township without prior written permission of the
 Township.
- 11. The Stallions shall handle its own fees, charges, monies and expenditures. It will manage its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- 12. Activities sponsored by The Stallions shall not, other than to adhere to specific membership guidelines or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
- 13. The Stallions agree to conduct criminal background checks for all coaches.
- 14. The Stallions agree to cross-reference all coaching staff with the state and/or local Child Offender Database.
- 15. The Stallions understand and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Stallions position and/or activity and that the Township is not responsible for any hiring or retention decision.
- 16. Coaches and trainers will be required to secure and maintain current certification in coaching youth Lacrosse/Football/Cheer.
- 17. The Stallions must comply with all Governmental Regulations, as well as the policies, procedures and regulations of the Township with respect to sexual harassment, drugfree workplace and policies related to communicable diseases. Governmental Regulations shall include, but not be limited to, the Americans with Disabilities Act, the Illinois Human Rights Act and EEOC Guidelines.
- 18. The Stallions agree to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
- 19. The Stallions will establish a financial assistance program for parents and families needing help in paying for programs and services.

- 20. The Stallions will actively cooperate with the Township, and all local law enforcement agencies charged with enforcing Township Ordinances and federal, state and local laws concerning the illegal use of alcohol, tobacco, drugs and any other violation of the law involving The Stallions sponsored activities. Such active cooperation shall include reporting of suspected violations immediately to the Local Police Department. The Stallions should not attempt to seize any items or question any persons regarding these potential offenses.
- 21. The Stallions shall report to the Township on a bi-annual basis at the Township meeting in March and the Township meeting in November. Along with a written "Notice of Intent" The Stallions will report in person advising the Township of its intended use of the fields and for purposes of reporting as to the manner that the facilities have been used. These meetings and reports are intended to facilitate open communication between The Stallions and the Township.

II. Facility Use and Maintenance

- 1. The Township will:
 - a. Maintain the playing fields to acceptable National League Standards;
 - Provide and have control of all maintenance materials for the fields (fertilizer, weed control, mosquito/tick control, etc.);
 - c. Maintain all Grass areas;
- 2. The Stallions will:
 - a. Do all routine game related maintenance on grass areas (chalking, striping, etc.);
 - Provide all (field conditioner, chalk, paint, etc.) as needed throughout playing season;
 - c. Provide equipment to assist in striping of lacrosse/football fields;
 - d. Clean fields and premises of all debris after games;
 - e. Agree to leave all vehicles in parking area and not drive vehicles to playing field;
 - Not allow any representative of The Stallions to enter an area posted, "No Trespassing" nor shall any person use or abet the use of any area in violation of posted notices on Township Property;
 - g. Provide current and updated game schedules to the Township throughout the season.
 - h. Be responsible for making sure that ALL Vendor equipment is picked up and stored properly each night after use. Fremont Township will not allow any Vendor equipment to be stored on Park Premises without Township consent.

3. Fremont Township will provide The Stallions with "sole" use of the "MAIN FOOTBALL" field for the entire length of the contract. The Stallions will have "sole" use of the "LACROSSE" field from April 16th thru March 31st, 2019. Starting April 1st, 2019, the Stallion will share "sole" use of the Lacrosse Field with the Lake County Lightning. The Stallions will have "sole" use of the soccer field from Sept. 1st thru end of season. Mundelein Soccer will have "sole" use of the soccer field from April 1st thru August 31st. "Sole" use means that any other user group needs Stallions permission to use those fields. Stallions have "secondary" use of any other Township Facility. Stallions will need User Groups permission to use secondary fields.

a. Behm Homestead Park: 22222 W. Behm Ln. Grayslake, IL. 60030

- 4. The Stallions shall inspect each practice facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Township and/or repair any unsafe condition before Stallions use.
- 5. The Township does not assume any responsibility, care, custody, or control of any Stallions property or equipment brought upon or stored upon Township property. The Stallions is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Township property.
- The Stallions shall adhere to all applicable facility and Township ordinances, rules, regulations, policies and procedures.

III. Capital Improvements

Any future improvements made to the Licensed Premises by The Stallions shall be with prior written consent of the Township, which consent shall not be unreasonably withheld. Any improvements made by The Stallions or the Township to the Licensed Premises shall immediately become the property of the Township and shall be subject to the terms of this Agreement. Upon any termination of this Agreement, all improvements to the Licensed Premises shall remain the sole and exclusive property of the Township.

IV. Rental/Usage Fee

The Township will not charge fees to The Stallions for use of the fields.

V. Township Waiver

The Stallions shall provide the Township with waivers from all coaches and players relinquishing the Township of any liability. For all Stallions sponsored activities, The Stallions shall indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of The Stallions or any of The Stallions partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Township property or facility and arising out of any Stallions sponsored activity regardless of whatever or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exists as to any party or persons described in this paragraph. The Stallions shall similarly protect, indemnify and hold and save harmless the Township, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the League's breach of any of its obligations under, or The Stallions default of, any provision of this agreement.

VI. Insurance and Indemnification

The Stallions shall maintain in full force and effect liability insurance in a present amount of: \$1,000,000/\$3,000,000 bodily injury liability (\$1,000,000 each occurrence with a \$3,000,000 aggregate), \$1,000,000 umbrella, \$100,000 property damage liability, \$5,000 personal injury and will name Fremont Township as an additional insured. The amount of bodlly injury liability and property damage liability coverage shall be reviewed on a yearly basis by the Township during the term of this Agreement. If, at any such annual review the Township determines that the dollar amount of the bodily injury/property damage liability is insufficient, the Township shall so notify The Stallions of such insufficiency. The Stallions shall then increase the amount of liability coverage in an amount satisfactory to the Township. On or before April 15th of each year this agreement is in effect, The Stallions shall provide Township with a certificate of insurance verifying coverage amounts and parties insured. The Township will prohibit The Stallions from using the premises until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Township. Failure to maintain the required insurance will

result in termination of this agreement by the Township. If The Stallions insurance is canceled or expired, it is The Stallions responsibility to notify Fremont Township.

VII. Lightning Protection

The Stallions is responsible for following the Townships severe weather protocol. Lightning's behavior is random and unpredictable. While the risk of lightning strikes and injuries cannot be eliminated, *preparedness and response* are the best defenses towards reducing the lightning hazard. As such, it is the policy of Fremont Township that all athletic events and contests are immediately suspended when lightning is spotted or thunder is heard. All participants and spectators are to be cleared from the field and find safe shelter.

VIII. No Third Party Beneficiary

This agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

IX. Terms of License

- 1. The initial term of this Agreement shall commence on the date hereof
 - a. April 16th, 2018 and end on. April 15th, 2021
- 2. The Township retains the right to alter terms and conditions of this Agreement or to terminate this Agreement at any time without cause with sixty (60) days written notice to The Stallions. The Township retains the right to terminate this Agreement for cause, including, but not limited to misconduct of The Stallions or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Township Residents, or because The Stallions has breached any of its obligations under this Agreement with sixty (60) days written notice to the Stallions. Notices should be mailed to:
 - a. Lake County Stallions P.O. Box 374 Mundelein, IL. 60060
- The Stallions may terminate this Agreement by providing a minimum of sixty (60) days written notice. Notices should be mailed or hand delivered to:
 - a. Fremont Township

22385 W IL. Hwy 60 Mundelein, IL. 60060

4. The Stallions will have financial responsibility to the Township for any outstanding fees and/or money owed to the Township and shall promptly reimburse the Township. Any money owed to The Stallions by the Township shall be promptly reimbursed.

X. Authority

Each person signing this License Agreement hereby states and covenants that he or she has read and understands this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

XI. Governing Law

This agreement shall be governed by the laws of the State of Illinois.

IN WITNESS WHEREOF, each of the parties has caused the Agreement to be executed by a duly authorized officer thereof as of the date written here.

Date

Diana O'Kelly

President, Lake County Stallions

Fremont Township Supervisor

Christina McCann

Executive V.P., Lake County Stallions

Fremont Township Clerk

Fremont Township License Agreement with The Mundelein Soccer Club

Purpose

Fremont Township (hereafter "Township") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Township and provide for their own leadership, organizational and operational structure. Although the stated missions of the organization may differ, public investment in public recreational facilities and programs creates mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Township recognizes that at times it is in the best interest of the community that the Township work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Township is willing to establish a working relationship and cooperative agreement with the Mundelein Soccer Club (hereafter referred to as "Soccer") in order to provide a youth soccer opportunity in Mundelein. With this agreement, the parties will define the working relationship, mutual expectations and individual responsibilities. Standards outlined herein insure that the parties' concept of joint planning, use and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

I. Criteria and Conditions

- 1. Soccer shall provide its own leadership, structure and must delegate operational duties to its membership.
- 2. Soccer shall conduct its own financial business and be financially self-supporting.

- Soccer shall have its own volunteer governing board with adopted bylaws or guidelines
 to guide the board in policy-making decisions, and is a not-for-profit corporation or
 organization dedicated to offering and promoting a soccer program that is compatible
 with and supplements other Township programs.
- 4. Soccer shall provide a list of officers for the upcoming season at the Township's meeting in March of each year. In addition, Soccer will provide a listing of players and the towns in which they reside.
- 5. Soccer shall designate both a liaison and alternate liaison and provide the individual's telephone numbers and any other contact information to the Township.
- 6. The Township's primary liaison to Soccer shall be the Parks Manager or his/her designee. This person will be assigned to provide the necessary assistance to Soccer and has final say on all weather related field conditions. He/she is not required or expected to attend Soccer business and planning meetings. If the Township liaison attends a Soccer meeting, they will attend as a "non-voting" participant.

The Township shall provide their "Liaisons" office telephone number and any other contact information to Soccer.

- 7. Soccer agrees and understands that neither Soccer nor its officials, officers, members, employees or volunteers (collectively "Soccer") are entitled to any benefits or protections afforded to employees or volunteers of the Township and are not bound by any obligations as employees of the Township. Soccer will not be covered under provisions of the unemployment compensation insurance of the Township or the workers compensation insurance of the Township and any injury or property damage arising out of any Soccer activity will be Soccer's sole responsibility and not the Townships. Also, it is understood that Soccer is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Township and therefore, Soccer will be solely responsible for its own actions and insurance. The Township will in no way defend Soccer in matters of liability.
- Soccer shall fully cooperate with any investigation conducted by or on behalf of the
 Township. Failure to fully cooperate with any such investigation shall constitute a breach
 of agreement and in the sole discretion of the Township, may result in revocation or
 suspension of any privileges under this Agreement.
- Soccer shall not represent itself or members of Soccer as employees, volunteers, or agents of the Township.
- 10. Soccer or members of Soccer will not advertise or solicit participants using the name or logo of the Township without prior written permission of the Township.

- 11. Soccer shall handle its own fees, charges, monies and expenditures. It will manage its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- 12. Activities sponsored by Soccer shall not, other than to adhere to specific membership guidelines or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, disability, or any other characteristic protected by local, state, or federal law.
- 13. Soccer agrees to conduct criminal background checks for all employees, coaches.
- Soccer agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database.
- 15. Soccer understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Soccer position and/or activity and that the Township is not responsible for any hiring or retention decision.
- 16. Coaches and trainers will be required to secure and maintain current certification in coaching youth Soccer.
- 17. Soccer must comply with all Governmental Regulations, as well as the policies, procedures and regulations of the Township with respect to sexual harassment, drug-free workplace and policies related to communicable diseases. Governmental Regulations shall include, but not be limited to, the Americans with Disabilities Act, the Illinois Human Rights Act and EEOC Guidelines.
- 18. Soccer agrees to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
- 19. Soccer will establish a financial assistance program for parents and families needing help in paying for programs and services per allowance as written into its by-laws and operating policies of Soccer.
- 20. Soccer will actively cooperate with the Township, and all local law enforcement agencies charged with enforcing Township Ordinances and federal, state and local laws concerning the illegal use of alcohol, tobacco, drugs and any other violation of the law involving Soccer sponsored activities. Such active cooperation shall include reporting of suspected violations immediately to the Local Police Department. Soccer should not attempt to seize any items or question any persons regarding these potential offenses.
- 21. Soccer shall report to the Township on a bi-annual basis at the Township meeting in March and the Township meeting in November. Along with a written "Notice of Intent"

Soccer will report in person advising the Township of its intended use of the fields and for purposes of reporting as to the manner that the facilities have been used. These meetings and reports are intended to facilitate open communication between Soccer and the Township.

II. Facility Use and Maintenance

- 1. The Township will:
 - Maintain the playing fields to acceptable National League Standards;
 - Provide and have control of all maintenance materials for the fields (fertilizer, weed control, mosquito/tick control, etc.);
 - c. Maintain all Grass areas:

2. Soccer will:

- a. Do all routine game related maintenance on grass areas;
- b. Provide all field marking paint needed throughout playing season;
- c. Clean fields and premises of all debris after games;
- d. Make sure soccer goals are staked and secure at all times
- e. Agree to leave all vehicles in parking area and not drive vehicles to playing field
- f. Not allow any representative of Soccer to enter an area posted, "No Trespassing" nor shall any person use or abet the use of any area in violation of posted notices on Township Property;
- g. Provide current and updated game schedules to the Township throughout the season.
- 3. Fremont Township will provide Soccer with "sole" use of the soccer field at Behm Homestead Park from April 1st thru August 31st for the length of the agreement. The Lake County Stallions will have "sole" use of the soccer field from September 1st thru end of season. "Sole" use means that any other user group needs Soccer's permission to use the field.
 - a. Behm Homestead Park: 22222 W. Behm Park Ln. Grayslake, IL. 60030
- 4. Soccer shall inspect each practice facility, field, or other location prior to and subsequent to each use and shall promptly report any unsafe condition (holes in sports fields, broken equipment, etc.) to the Township and/or repair any unsafe condition before Soccer use.
- 5. The Township does not assume any responsibility, care, custody, or control of any Soccer property or equipment brought upon or stored upon Township property. Soccer is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Township property.

Soccer shall adhere to all applicable facility and Township ordinances, rules, regulations, policies and procedures.

III. Capital Improvements

Any future improvements made to the Licensed Premises by Soccer shall be with prior written consent of the Township, which consent shall not be unreasonably withheld. Any improvements made by Soccer or the Township to the Licensed Premises shall immediately become the property of the Township and shall be subject to the terms of this Agreement. Upon any termination of this Agreement, all improvements to the Licensed Premises shall remain the sole and exclusive property of the Township.

IV. Rental/Usage Fee

The Township will not charge fees to Soccer for use of the fields.

V. Township Waiver

Soccer shall provide the Township with waivers from all coaches and players relinquishing the Township of any liability. For all Soccer sponsored activities, Soccer shall indemnify and hold harmless the Township and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the conduct or management of the premises or of any business or activity therein, or any work or thing whatsoever done, or condition created in or about the premises during the term of this agreement; (ii) any act, omission wrongful act or negligence of Soccer or any of Soccer's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any Township property or facility and arising out of any Soccer sponsored activity regardless of whatever or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exists as to any party or persons described in this paragraph. Soccer shall similarly protect, indemnify and hold and save harmless the Township, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the League's breach of any of its obligations under, or Soccer's default of, any provision of this agreement.

VI. Insurance and Indemnification

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VII. Lightning Protection

Soccer is responsible for creating and following a severe weather protocol. Lightning's behavior is random and unpredictable. While the risk of lightning strikes and injuries cannot be eliminated, preparedness and response are the best defenses towards reducing the lightning hazard. All athletic events and contests are to be immediately suspended when lightning is spotted or thunder is heard. All participants and spectators are to be cleared from the field and find safe shelter.

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IX. Terms of License

- The initial term of this Agreement shall commence on the date hereof <u>April 16th 2018</u> and end on <u>April 15th 2021</u>.
- 2. The Township retains the right to alter terms and conditions of this Agreement or to terminate this Agreement at any time without cause with sixty (60) days written notice to Soccer. The Township retains the right to terminate this Agreement for cause, including, but not limited to misconduct of Soccer or for misuse of property, for purposes deemed necessary for public safety or preservation of property, if termination serves the interests of Township Residents, or because Soccer has breached any of its obligations under this Agreement with sixty (60) days written notice to the Soccer. Notices should be mailed to:

Mundelein Soccer Club

781 S. Midlothian Rd. Suite 336 Mundelein, IL.

60060

3. Soccer may terminate this Agreement by providing a minimum of sixty (60) days written notice. Notices should be mailed or hand delivered to:

Fremont Township

22385 W IL. Hwy 60 Mundelein, IL. 60060

X. Authority

Each person signing this License Agreement hereby states and covenants that he or she has read and understands this Agreement, that he or she has the authority to execute this Agreement on behalf of the party whom he or she represents, and that such party intends to be legally bound by the provisions of this Agreement.

XI. Governing Law

This agreement shall be governed by the laws of the S	tate of Illinois.
IN WITNESS WHEREOF, each of the parties has caused authorized officer thereof as of the date written here.	the Agreement to be executed by a duly
- 4	Date
Alab & Oursia	
Shah Quaiyoom	Diana O'Kelly
President, Mundelein Soccer Club	Fremont Township Supervisor
Su Bulle	
Steve Boshold	Christina McCann
Treasurer, Mundelein Soccer Club	Fremont Township Clerk

FREMONT TOWNSHIP BOARD MEETING AGENDA Regular Board Meeting: April 10, 2018 5:30 P.M. 22385 W. Highway 60, Mundelein, IL 60060

- 1. CALL TO ORDER PLEDGE OF ALLEGIANCE
- 2. ROLL CALL
- 3. PUBLIC COMMENTS
- 4. APPROVAL OF MINUTES
 - Motion to approve the minutes of the March 5, 2018 Regular Board Meeting.
- 5. CORRESPONDENCE
- 6. OLD BUSINESS
- 7. NEW BUSINESS
 - 7.1 Lake County Lightning-Behm Park Field Use Contract Motion to approve Lake County Lightning Behm Park Field Use Contract.
 - 7.2 Lake County Stallions-Behm Park Field Use Contract Motion to approve Lake County Stallions Behm Park Field Use Contract.
 - 7.3 Mundelein Soccer Club-Behm Park Field Use Contract Motion to approve Mundelein Soccer Club Behm Park Field Use Contract.
- 8. PARKS REPORT
- 9. CERT REPORT
- 10. COMMUNITY GARDEN REPORT

11. ELECTED OFFICIALS' REPORT

- Assessor
- Clerk
- Highway Commissioner
- Supervisor
- Trustees
- 12. GA/EA/FOOD PANTRY REPORT
- 13. PUBLIC COMMENTS

14. APPROVAL OF BILLS

Motion to Audit and approve for payment of Road and Bridge Fund in the amount of \$
 Permanent Road Fund in the amount of \$
 And General Town Fund in the amount of \$

ROLL CALL

Motion to Audit and approve for payment of General Assistance Fund in the amount of \$

15. EXECUTIVE SESSION – None	
16. ADJOURN	TIME: