

# **FREMONT TOWNSHIP BOARD MEETING AGENDA**

**Regular Board Meeting: February 10, 2020 6:30 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 January 13, 2020 Regular Board Meeting.

**5. CORRESPONDENCE**

**6. OLD BUSINESS**

**7. NEW BUSINESS**

**7.1 Budget Line Items Transfers**

- Motion to adopt Transfer of Appropriation in FY 2019/2020 Town and Road Budgets for line items detailed in Line Item Transfer Report.

**7.2 Walk Behind Mower – Parks Dept.**

- Motion to approve quote from Russo Power in the amount of \$5786.00 to purchase a walk behind mower.

**7.3 Mundelein Baseball and Softball Association Agreement (MBSA)**

- Motion to approve 2020 MBSA Facility Use and Maintenance Agreement.

**8. PARKS REPORT**

**9. CERT REPORT**

**10. COMMUNITY GARDEN REPORT**

**11. ELECTED OFFICIALS' REPORT**

- Assessor
- Clerk – Review 2020 Board & Committee Meeting Schedules
- 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 **\$24,828.18**  
Permanent Road Fund in the amount of **\$78,197.12**  
And General Town Fund in the amount of **\$76,757.44**

**ROLL CALL**

- Motion to Audit and approve for payment of General Assistance Fund in the amount of **\$2585.42**

**15. EXECUTIVE SESSION**

**16. ADJOURN**

**TIME: \_\_\_\_\_**

# Minutes Board of Town Trustees

DRAFT



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 January 13, 2020 to conduct a Regular Meeting.

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

1. **CALL TO ORDER AND PLEDGE**

Supervisor O'Kelly called the meeting to order at 6:30 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, Commissioner Dodd

**OTHERS PRESENT**

Herb Riedel, Judy Hammel, Rose Marie Domeny, Mike Nelson

3. **PUBLIC COMMENTS**

- Rose Marie Domeny expressed concerns about an anti-Semitic incident that occurred at an elementary school in Lake Zurich. She would like the township to reach out to local governments and NGO's to discuss this issue and form an outreach plan

4. **APPROVAL OF MINUTES**

- Trustee Voss moved, and Trustee Atleson seconded the motion to approve the minutes of the December 10, 2019 Regular Meeting. All in favor, motion carried.

5. **CORRESPONDENCE**

Supervisor O'Kelly passed around several thank you notes from residents for services provided by the township.

6. **OLD BUSINESS**

None

7. **NEW BUSINESS**

7.1 **Sale of Surplus Real Estate to Lake County Department of Transportation**

- LCDOT seeks to purchase portions of township property for intersection improvements at Fremont Center and Peterson roads
- The Board must seek permission from town electors to sell township property at 29913 and 29837 N. Fremont Center Rd.
- A Resolution approving the sale of surplus (real) property will be put before the electors at the 2020 Annual Town Meeting.

**7.2 SRCLC Donation**

- Trustee Voss moved and Trustee Shanahan seconded the motion to approve a contribution of \$1000.00 to the Special Recreation Center of Lake County (SRCLC) on behalf of township residents who benefit from their programs and services. All in favor, motion carried.

**7.3 Review Executive Session Minutes – October 14, 2019**

- Trustee Voss moved and Trustee Stejskal seconded the motion to release and make public the minutes of the October 14, 2019 Executive Session. All in favor, motion carried.

**7.4 Crossings of Mundelein – Driveway Approval**

- Trustee Shanahan moved and Trustee Stejskal seconded the motion to approve the driveway agreement between Fremont Township and Lennar Homes for the Mundelein Crossings residential development. All in favor, motion carried.

**7.5 Behm Park Camera System Upgrade**

- Trustee Atleson moved and Trustee Shanahan seconded the motion to approve quote from Tri-Tel to upgrade camera system at Behm Park for a total of \$4350.00. All in favor, motion carried.

Discussion

Operations Manager Riedel stated a previous quote approved by the board did not include interior cameras. All other township facilities have interior cameras. It is the recommendation of the Parks Committee to install interior cameras at Behm facilities.

**7.6 John Deere ProGator Purchase**

- Trustee Voss moved and Trustee Shanahan seconded the motion to approve the purchase of a John Deere ProGator 2020A for a total of \$30,845.00. All in favor, motion carried.

Discussion

Operations Manager Riedel states purchase of this item was discussed during 2020/2021 budget planning session.

**7.7 MBSA Contract**

Operations Manager Riedel states MBSA has not returned the contract. No action taken.

**8. PARKS REPORT**

No additional report.

**9. CERT REPORT**

CERT Leader Pat Stejskal reported the following:

- The CERT spring training session will take place on Tuesday evenings from January 28 through March 3, 2020. To date, seven (7) people have registered.

**10. COMMUNITY GARDEN REPORT**

Commissioner Dodd reported the following:

- Eagle Scout Grant Naylor raised nearly \$500.00 to build an arbor and support other garden projects. Naylor will be recognized at the 2020 Annual Town Meeting.

**11. ELECTED OFFICIALS' REPORT**

**Assessor**

Assessor Joe Herchenbach reported the following:

- Township has only a few appeals left before the Board of Review
- To date there have been 629 property assessment appeals in Fremont Township
- Unfortunately, the process does seem to favor property owners who hire attorneys

**Clerk**

Clerk McCann Reported the Following:

- FOIA request for vendor data from SmartProcure, Inc.

- Town and Road Levy's have been filed with the County Clerk's Office

### **Highway Commissioner**

Highway Commissioner Dodd reported the following:

- Cameras have been installed at Hwy facilities. Looking into adding a battery back-up for power outages to prevent needing to re-boot
- Paving plan for 2020 is in progress using Bill Hossman as engineer and overseer. Steeplechase and Hickory Road will be paved. Bids will be due March 12<sup>th</sup>.
- Located a collapsed well tank under the road at 30827 Fremont Avenue. Working to determine whose responsibility it is to fix the issue.
- Met with Summerhill HOA President Tim Cardwell about possible blockage in a pipe in their stormwater management. Some of the homeowners believe that stormwater management is the township's responsibility.
- Met with Dan Strahan to evaluate Forest Lane drainage so improvements can be incorporated when future work is done at that location – currently estimating 2022 or later depending on water line improvements
- Meeting with Dan Bleck (engineer) about utilities delay for Sylvan Lake Dam project. Projected engineering costs are \$135,000. Signed IDNR letter of agreement to have as-builts and maintain dam
- Met with Tori Traucht about erosive areas that need attention in West Shore Park
- Met with County to further understand GIS capabilities and spent much of December updating storm sewer data in Oak Terrace, and Summerhill
- Cleaned all catch basins in Sylvan Lake and have started on Westshore
- Clerk McCann answered questions about phone, text and email on personal devices and explained documents to keep and how to dispose of documents properly

### **Supervisor**

Supervisor O'Kelly reported the following:

- Busy with Adopt-a-Senior and Adopt-a-Family holiday programs. Gifts distributed to 119 seniors
- Met with Assessor Herchenbach and representative from Santa Cruz Acquisitions regarding LCDOT land purchase
- Continuing to work with waste hauler to define agreement and secure best program for residents
- Attended Lake County Housing Authority meeting
- Now receiving left over milk and fruit for our food pantry clients from leftovers at Washington school lunch program

### **Trustees**

- Trustee Shanahan attended the Lake County leaf burning meeting

## **12. GA/EA/FOOD PANTRY REPORT**

The following statistics were reported for December 2019:

- Two (2) residents received emergency assistance
- Fifty-three (53) residents received food pantry assistance
- Seventeen (17) LIHEAP applications processed
- Nine (9) residents received assistance with RTA pass applications
- Sixteen (16) Diaper Bank donations for residents
- Five (5) NiCor Sharing applications processed
- Taxi coupon use not reported

## **13. PUBLIC COMMENTS**

None

## **14. APPROVAL OF BILLS**

- Trustee Stejskal moved, and Trustee Voss seconded the motion to audit and approve for payment of Road and Bridge Fund in the amount of \$18,330.28, Permanent Road Fund in the amount of \$65,492.21 and General Town Fund in the amount of \$89,555.11.

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

- Trustee Shanahan moved, and Trustee Voss seconded the motion to audit and approve for payment of the General Assistance Fund in the amount of \$3,112.70. All in favor, motion carried.

**15. EXECUTIVE SESSION**

- Trustee Shanahan moved and Trustee Voss seconded the motion to enter Executive Session for the purpose of discussing Sale of Surplus Property. All in favor, motion carried.
- Trustee Stejskal moved and Trustee Voss seconded the motion to reconvene the Regular Meeting.

**16. ADJOURN**

- Trustee Stejskal moved, and Trustee Atleson seconded the motion to adjourn the meeting at 7:41 p.m. All in favor, motion carried.

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Respectfully Submitted, Christina McCann, Fremont Township Clerk

Approved: February 10, 2020

LINE ITEM TRANSFERS  
FISCAL YEAR 2019/2020

7.1

FUND	TO/FROM	G/L ACCOUNT	ORIGINAL BUDGET	TRANSFER AMOUNT	NEW BALANCE
<b>GT - Admin</b>	To	11549 - Disposal Service	\$2,500.00	\$97.00	\$2,597.00
	From	11566 - Operating Supplies	\$5,000.00	\$97.00	\$4,903.00
		<b>TRANSFER TOTAL</b>		<b>\$97.00</b>	
<b>GT - Assessor</b>	To	12500 - Salaries	\$140,700.00	\$1,425.00	\$142,125.00
	From	12599 - Contingencies	\$7,500.00	\$1,425.00	\$6,075.00
		<b>TRANSFER TOTAL</b>		<b>\$1,425.00</b>	
<b>GT - Parks</b>	To	14501 - Salaries	\$90,000.00	\$6,132.00	\$96,132.00
	To	14516 - SS/Medicare	\$7,000.00	\$354.00	\$7,354.00
	To	14510 - Equipment Maint.	\$12,000.00	\$2,215.00	\$14,215.00
	To	14517 - Equipment Rental	\$3,000.00	\$1,612.00	\$4,612.00
	From	14525 - Equip. Res/Cont	\$30,000.00	\$10,313.00	\$19,687.00
		<b>TRANSFER TOTAL</b>		<b>\$10,313.00</b>	
<b>GA</b>	To	20552 - Office Supplies	\$500.00	\$181.00	\$681.00
	To	20630 - Misc. Home Relief	\$100.00	\$100.00	\$200.00
	From	20626 - Household Incid.	\$5,000.00	\$281.00	\$4,719.00
		<b>TRANSFER TOTAL</b>		<b>\$281.00</b>	
<b>R&amp;B</b>	To	31522 - Legal Services	\$400.00	\$20.00	\$420.00
	To	31546 - Dues	\$750.00	\$444.00	\$1,194.00
	To	31571 - Bottled Water	\$1,400.00	\$145.00	\$1,545.00
	To	31573 - Equipment	\$3,000.00	\$17.00	\$3,017.00
	To	31574 - Replacement Tax	\$2,500.00	\$533.00	\$3,033.00
	To	33551 - Utilities	\$7,000.00	\$122.00	\$7,122.00
	To	33569 - Fuel/Oil	\$5,000.00	\$1,374.00	\$6,374.00
	From	33599 - Contingencies	\$10,000.00	\$2,655.00	\$7,345.00
		<b>TRANSFER TOTAL</b>		<b>\$2,655.00</b>	
<b>PR</b>	To	40545 - Road Maintenance	\$60,000.00	\$28,344.00	\$88,344.00
	To	40547 - Engineering	\$100,000.00	\$14,669.00	\$114,669.00
	To	40580 - Road Improvements	\$750,000.00	\$11,396.00	\$761,396.00
	From	40599 - Contingencies	\$10,000.00	\$10,000.00	\$0.00
	From	40565 - Tree Trimming	\$5,000.00	\$5,000.00	\$0.00
	From	40563 - Snow Removal	\$110,000.00	\$21,000.00	\$89,000.00
	From	40566 - Equip. Lease	\$60,000.00	\$13,000.00	\$47,000.00



RussoPower.com

39 E. Belvidere Road  
Hainesville, IL 60030  
847-752-0420

7.2 Quote  
013736

**Bill-to**

Fremont Township  
Nancy Lech  
22376 W. Erhart  
Mundelein, IL 60060

**Ship-to**

Fremont Township  
Nancy Lech  
22376 W. Erhart  
Mundelein, IL 60060

**Order Details**

**Customer ID** 1085243  
**Customer PO**  
**Sales Rep** Michael Krueger  
**Document Date** 1/17/2020  
**Shipment Method** Customer Waiting  
Sales Counter  
**Terms** Net 25 EOM

Item No.	Description	Quantity	Unit Price	Discount	Line Amount
SWZ48V-15FSSCA	Walk Mower / Hydro / 48" Vel /	1	5,786.00	0	5,786.00
451792SCA	Plate W/mt, Mulch - 48V	1	0.00	0	0.00

**STEP INTO THE NEW YEAR**

As we step into the new year of 2020, Russo Power Equipment is celebrating 50 years in business! Thank you for your support and we look forward to growing with you in the Next 50!

Signature : \_\_\_\_\_

<b>Subtotal</b>	<b>5,786.00</b>
Discount	0.00
Subtotal Less Discount	5,786.00
Tax	0.00
<b>Total</b>	<b>5,786.00</b>

## Fremont Township License Agreement with Mundelein Baseball and Softball Association

### 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 Baseball and Softball Association (hereafter referred to as "MBSA") 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 ensure 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. MBSA shall provide its own leadership, structure and must delegate operational duties to its membership.
2. MBSA shall conduct its own financial business and be financially self-supporting.



3. MBSA 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. MBSA shall provide a list of officers for the upcoming season at the Townships meeting in March of each year. In addition, MBSA will provide a listing of players and the towns in which they reside.
5. MBSA 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 MBSA shall be the **Parks Manager** or his/her designee. This person will be assigned to provide the necessary assistance to MBSA and has final say on all weather-related field conditions. He/she is not required or expected to attend MBSA business and planning meetings. If the Township liaison attends a MBSA 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 MBSA.

7. MBSA agrees and understands that neither the MBSA nor its officials, officers, members, employees or volunteers (collectively "MBSA") 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. MBSA 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 MBSA activity will be MBSA's sole responsibility and not the Townships. Also, it is understood that the MBSA 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 MBSA will be solely responsible for its own actions. The Township will in no way defend the MBSA in matters of liability.
8. MBSA 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. MBSA shall not represent itself or members of the MBSA as employees, volunteers, or agents of the Township.
10. MBSA or members of the MBSA will not advertise or solicit participants using the name or logo of the Township without prior written permission of the Township.

11. MBSA 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 MBSA 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. MBSA agrees to conduct criminal background checks for all employees, coaches, field officials, trainers and volunteers.
14. MBSA agrees to cross-reference all staff, employees and volunteers with the state and/or local Child Offender Database.
15. MBSA understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any MBSA position and/or activity and that the Township is not responsible for any hiring or retention decision.
16. MBSA 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. MBSA agrees to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
18. MBSA will establish a financial assistance program for parents and families needing help in paying for programs and services.
19. MBSA 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 MBSA sponsored activities. Such active cooperation shall include reporting of suspected violations immediately to the Local Police Department. MBSA should not attempt to seize any items or question any persons regarding these potential offenses.
20. MBSA 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 MBSA 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 MBSA 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 MBSA 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 MBSA 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. **Allow Fremont Township to use interior wall space inside their storage shed for the purpose of a camera security system. Fremont Township will provide a lockable wall cabinet to hold the camera systems DVR and Monitor. Fremont Township insure the camera system for its value.**
3. Fremont Township will provide the MBSA with "exclusive" use of the baseball field at Ivanhoe Community Club Park.
  - a. **Ivanhoe Community Club Park: 29022 Rte. 83 Mundelein, IL. 60060**
4. MBSA 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 MBSA use.
5. The Township does not assume any responsibility, care, custody, or control of any MBSA property or equipment brought upon or stored upon Township property. The MBSA is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Township property.

6. The MBSA 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 MBSA shall be with prior written consent of the Township, which consent shall not be unreasonably withheld. Any improvements made by the MBSA 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 MBSA for use of the fields.

### **V. Township Waiver**

The MBSA shall provide the Township with waivers from all coaches and players relinquishing the Township of any liability. For all MBSA sponsored activities, the MBSA 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 MBSA or any of the MBSA'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 MBSA 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 exist as to any party or persons described in this paragraph. The MBSA 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 MBSA's default of, any provision of this agreement.

## **VI. Insurance and Indemnification**

The MBSA 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 MBSA of such insufficiency. The MBSA shall then increase the amount of liability coverage in an amount satisfactory to the Township. On or before April 15<sup>th</sup> of each year this agreement is in effect, MBSA shall provide Township with a certificate of insurance verifying coverage amounts and parties insured. The Township will prohibit the MBSA 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 MBSA's insurance is canceled or expired, it is MBSA's responsibility to notify Fremont Township.

## **VII. Lightning Protection**

The MBSA 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**

1. The initial term of this Agreement shall commence on the date hereof February 1<sup>st</sup>, 2020 and end on February 1<sup>st</sup>, 2023.
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 MBSA. The Township retains the right to terminate this Agreement for cause, including, but not limited to misconduct of the MBSA or for misuse of property, for

