

# **FREMONT TOWNSHIP BOARD MEETING AGENDA**

Regular Board Meeting: April 9, 2024 at 6:30 P.M.

22385 W. Highway 60, Mundelein, IL 60060

**Location: Community Room**

## **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 11, 2024, Regular Board Meeting. .

## **5. CORRESPONDENCE**

## **6. OLD BUSINESS**

## **7. NEW BUSINESS**

### **7.1 2024 User Agreements**

- Motion to approve 2024 User Agreements for Lake County Lightning, Mundelein Soccer Club, Lake County Stallions and Mundelein Baseball and Softball Association.

### **7.2 Administration Center Landscaping Quote**

- Motion to approve quote from Aspen Landscapes in the amount of \$24,111.28 to complete landscaping projects at Administration Center.

### **7.3 Repair Drain Tile**

- Motion to approve quote from Behm Enterprises in the amount of \$18,600.00 to repair drain tile that drains our Fremont Center Road property to the west of the feed mill.

## **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**

**Cont.**

**14. APPROVAL OF BILLS**

- Motion to Audit and approve for payment of  
Road and Bridge Fund in the amount of **\$23,204.74**  
Permanent Road Fund in the amount of **\$287,761.96**  
And General Town Fund in the amount of **\$91,545.06**

**ROLL CALL**

- Motion to Audit and approve for payment of General Assistance Fund in the amount of **\$6,051.09**

**15. EXECUTIVE SESSION**

**16. ADJOURN**

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



**MINUTES OF THE BOARD OF 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 11, 2024, to conduct a Regular Meeting.

Diana O’Kelly	Supervisor
Christina McCann	Town Clerk
Alicia Dodd	Highway Commissioner
Joe Herchenbach	Assessor
Jeri Atleson	Town Trustee
Nick Dollenmaier	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 6:30 P.M.

**2. ROLL CALL**

**BOARD MEMBERS PRESENT**

Trustee Atleson, Trustee Dollenmaier, Trustee Shanahan, Supervisor O’Kelly

**ELECTED OFFICIALS PRESENT**

Highway Commissioner Dodd, Assessor Herchenbach

**OTHERS PRESENT**

Lou Bruno (CERT), Caroline Cho (Gewalt Hamilton)

**3. PUBLIC COMMENTS**

None

**4. APPROVAL OF MINUTES**

- Trustee Shanahan moved, and Trustee Dollenmaier seconded the motion to approve the minutes of the February 12, 2024, Regular Meeting.

**All in favor, motion carried.**

**5. CORRESPONDENCE**

None

**6. OLD BUSINESS**

None

**7. NEW BUSINESS**

**7.1 MS4 Presentation – Gewalt Hamilton**

- Caroline Cho from Gewalt Hamilton Engineering presented the Annual MS4 Presentation.

**7.2 2024 Annual Town Meeting Agenda**

- Trustee Shanahan moved and Trustee Atleson seconded the motion to approve the Agenda for the 2024 Annual Town Meeting.  
**All in favor, motion carried.**

**7.3 Town Auction Items**

- Trustee Shanahan moved, and Trustee Atleson seconded the motion to approve sale by auction of the following Town items:  
2 - 4 drawer/letter size file cabinets  
1 - Small table  
1 - Echo gas power hedger  
**All in favor, motion carried.**

**7.4 Pickleball Courts – Add concrete ribbon to perimeter of courts.**

- Trustee Shanahan moved and Trustee Dollenmaier seconded the motion to approve quote from MAG Construction in the amount of \$29,950.00 to add a concrete ribbon to the perimeter of the pickleball courts at Behm Park.  
**All in favor, motion carried.**

**7.5 Pickleball Courts – Remove and reinstall fencing around perimeter of pickleball courts.**

- Trustee Shanahan moved and Trustee Dollenmaier seconded the motion to approve quote from Peerless fence in the amount of \$9150.00 to remove and reinstall fence around the perimeter of the pickleball courts at Behm Park.  
**All in favor, motion carried.**

**8. PARKS REPORT**

No Report

**9. CERT REPORT**

- CERT Team Leader Lou Bruno reported on the tornado and the assistance the team provided for a Spanish speaker at the Community Church shelter.

**10. COMMUNITY GARDEN REPORT**

No Report

**11. ELECTED OFFICIAL REPORTS**

**Assessor**

Assessor Herchenbach reported the following:

- Our office is finishing doing general file clean-up focusing on concentrated neighborhoods of split-level & bi-level homes so that the data displays clearest for appeal grids.
- The county followed up a revised 2024 factor that now includes all sales through the end of the year and is now just over an 11% increase (1.1106). This puts us mid-pack among all other townships ranking 9<sup>th</sup> out of the total of 18 Townships. The range of increases among all townships ranges from almost 9% to nearly 14%.
- I joined Diana in a meeting with Trisha Kocanda & Shawn Killackey from Fremont grade school to better understand the status & impact of the proposed Ivanhoe Village subdivision.
- I attended a “Home Expo” alongside Holly Kim that was organized by a local realtor (Luis Fuentes) at Fremont Library. This is a way to reach out to residents wanting to understand the impact of property taxes as they are buying a home.

**Clerk**

No Report

**Highway Commissioner**

Highway Commissioner Dodd reported the following:

- Sylvan Dam Bid opening took place on Feb 16. There were 4 bidders, ranging from \$2.58-4.12 million. Alicia is working with SLIA for their contribution to meet funding gap. The highway department will be likely seeking a loan for \$1million to cover costs for construction.
- Highway crew performed prescribed burns at Behm and at highway facility.
- Crew had two salting/plowing events in last month
- Sold 2000 F350 at Obenauf
- Attended West Shore Park annual meeting on Feb 18
- Attended Manitou Creek Watershed Group—first meeting
- Met with Lake Co Audubon Society to plan for grant money for additional plants on Acorn Rd Property.
- 3 employees attending Flagger training, 2 attended DECI training, and 1 herbicide training.
- Hosted composting event for Illinois Soil Alliance.
- Met with FSD79 about possible de-icing liquid improvements for their trucks.

**Supervisor**

No Report

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

February 2024

- No GA
- 1 EA
- 75 food pantry assistance
- 13 LIHEAP applications
- 8 Benefit Access applications
- 6 NiCor Sharing
- 40 Taxi Coupons Used
- 3 RTA Pass
- 1 IDHS/SNAP Medicaid
- 19 Diaper Bank
- 3 License Plate stickers

**13. PUBLIC COMMENTS**

None

**14. APPROVAL OF BILLS**

- Trustee Shanahan moved, and Trustee Dollenmaier seconded the motion to audit and approve for payment of:  
Road and Bridge Fund in the amount of **\$15,469.45**  
Permanent Road Fund in the amount of **\$98,833.90**  
and General Town Fund in the amount **\$99,759.48**  
ROLL CALL:  
Aye: Trustee Atleson, Trustee Dollenmaier, Trustee Shanahan.  
**All in favor, motion carried.**
- Trustee Shanahan moved, and Trustee Dollenmaier seconded the motion to audit and approve for payment of the General Assistance Fund in the amount of **\$6,946.73**  
**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 7:05 p.m.  
**All in favor, motion carried.**

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Respectfully Submitted, Christina McCann, Fremont Township Clerk

Approved: April 9, 2024

# **Fremont Township License Agreement with 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 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, its officials, officers, members, employees, or volunteers (hereafter referred to as “The Lightning”) 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. The Lightning shall provide its own leadership structure and must delegate operational duties to its membership.
2. The Lightning shall conduct its own financial business and be financially self-supporting.

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 youth baseball program that is compatible with and supplements other Township programs.
4. The Lightning shall provide its adopted bylaws or guidelines, and a list of officers for the upcoming season at the Township's 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 Township's 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. The Parks Manager is not required or expected to attend The Lightning business and planning meetings. If the Township liaison attends a meeting, they will attend as a "non-voting" participant. The Township shall provide the Parks Manager or his/her designee's office telephone number and any other contact information to The Lightning.
7. Lightning agrees and understands that it is not 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' 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 on behalf of the Township and/or its agents. 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 themselves as employees, volunteers, or agents of the Township.



10. 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 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. Coaches and trainers will be encouraged to secure and maintain current certification in coaching youth baseball.
17. 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.
18. The Lightning agrees to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
19. The Lightning will establish a financial assistance program for parents and families needing help in paying for programs and services.
20. 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 The 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.

21. 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. Have authority over all maintenance of playing fields.
  - 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.
  - e. Empty garbage cans around playing area(s) on a weekly basis.
2. The Lightning will:
  - a. Provide current and updated game and practice schedules to the Township throughout the season.
  - b. Inspect and remove all trash from dugout areas, bleacher areas, playing fields, parking lots, etc. after every game or practice.
  - c. Assist parks staff by checking and emptying trash/recycling containers if they are full. Trash containers will accept bags that will be provided by the Township. Bags will not be used in recycling containers. Trash and recycling will be disposed of in proper dumpsters located in parking lot area.
  - d. Agree to store all practice and game equipment in designated areas determined by parks staff. Storage of any equipment on grass areas is strictly prohibited.
  - e. Acknowledge and assume all responsibility for any maintenance and repairs necessary for their respective storage sheds. All major repairs and modifications must receive prior approval from Fremont Township, as outlined in the "Capital Improvements" section of this agreement.
  - f. Agree to promptly address and resolve any maintenance tasks or issues brought to their attention by Fremont Township.

- g. Agree to inspect each practice facility, field, or other location prior to and after 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.
  - h. Agree to leave all vehicles in parking areas and not drive vehicles to playing fields.
  - i. Agree to perform all weekly and yearly maintenance related to pitcher mounds and pitcher warm up areas.
  - j. Do all routine game related maintenance on clay areas and grass areas (chalking, striping, etc.).
  - k. Provide all field conditioner, chalk, paint, etc. as needed throughout playing season.
  - l. Provide equipment to assist in maintaining clay area.
  - m. 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.
3. Fremont Township will provide the Lightning with “primary” use of the two baseball fields at Behm Homestead Park. The Lightning will share primary rights to the Multi-Purpose Field at Behm Park with the Lake County Stallions. “Primary” use means that any other group needs Lightning’s permission to use the baseball fields at Behm Park.
- a. **Behm Homestead Park: 22222 W. Behm Park Ln. Grayslake, IL. 60030 (hereinafter “Licensed Premises”)**
4. The Lightning may be requested to accommodate additional user groups to utilize baseball fields/multi-purpose field at Behm Homestead Park, if it does not disrupt or impede the Lightning’s own usage.
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. Lightning is solely responsible for the safety and/or security of any property or equipment brought upon or stored on Township property.
6. Lightning shall adhere to all applicable facility ordinances, township ordinances, County ordinances, rules, regulations, policies, and procedures.

### **III. Capital Improvements**

1. 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. All improvements must meet “Local Building Code” requirements. If a “Building Permit” is requested by the County, then Fremont Township will apply for such permit(s) since improvements will be made on Township property. However, all fees associated with said building permit(s), will be the responsibility of the Lightning. 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.
2. Prior to each season, the Township shall inspect each storage facility to ensure they are up to code and in a reasonably safe condition. If the Township requires any maintenance and or repairs, it shall notify the Lightning and make a formal request. The Lightning and the Township will then agree on an accepted timeline and cost for the request.
3. Any prior improvements made to the Licensed Premises must be kept up to code and in a reasonably safe condition. Lightning shall notify the Parks Manager immediately if an improvement appears to be deficient in this respect. The Parks Manager will also periodically check such improvements to ensure their compliance. If, at the Parks Manager’s sole discretion, an improvement is found in need of repair and/or alteration, the cost of such repair and/or alteration shall be at the sole expense of the Lightning.
  - a. If the Park Manager believes that the Lightning can remedy the repair and/or alteration themselves, then he/she will discuss an acceptable timeline with the Lightning for the proposed repair/alteration.
  - b. If the Park Manager believes that the repair and/or alteration is outside the scope of the Lightning’s ability to accomplish, the Lightning may be required to find an alternative contractor to complete the work. However, the contractor and the final product must be approved by the Park Manager. If the final product does not meet or exceed the Park Manager’s expectations, Lightning, at its own expense, must correct the issues presented. If Lightning fails to remedy the issues within 60 days, the Township may hire its own contractors to correct the issue, with Lightning to pay the costs thereof.

### **IV. Rental/Usage Fee**

The Township will not charge fees to The Lightning for use of the fields. However, user groups are obligated to ensure that the playing fields and park facilities are cleaned after their use. Failure to do

so may result in fines of up to \$500.00 imposed on the user group responsible. It is imperative that all user groups adhere to these guidelines to maintain the cleanliness and integrity of the playing fields and park facility for the enjoyment and safety of all users. Enforcement of this fine will be at the discretion of Fremont Township.

#### **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 whether 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 exist 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 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 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 medical expense, a **minimum \$25,000 "Medical Payments for Participants"** 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 notify The Lightning of such insufficiency. The Lightning shall then increase the amount of liability coverage to an amount satisfactory to the Township. On or before April 15<sup>th</sup> 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 the Township. Failure to maintain the required insurance will result in termination of this agreement by the Township. If The Lightning insurance is canceled or expired, it is The Lightning responsibility to notify Fremont Township.

## **VII. Lightning Protection**

The Lightning 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 10th, 2024, and end on April 9th, 2027
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. Notices should be mailed to:
  - a. **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:
  - a. **Fremont Township 22385 W IL. Hwy 60 Mundelein, IL. 60060**
4. The Lightning 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 Lightning 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

\_\_\_\_\_  
Jerry Fox  
President, Lake County Lightning

\_\_\_\_\_  
Diana O’Kelly  
Fremont Township Supervisor

\_\_\_\_\_  
Kurt Hironimus  
Executive V.P. of Baseball

\_\_\_\_\_  
Christina McCann  
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 environments in which to provide quality recreation for all the individuals served by the parties, as well as the 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, its officials, officers, members, employees, or volunteers (hereafter referred to as “Soccer”) 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 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. 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.



3. 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 youth soccer program that is compatible with and supplements other Township programs.
4. Soccer shall provide its adopted bylaws or guidelines, and a list of officers for the upcoming season at the Township's meeting in March of each year. In addition, Soccer will provide a list 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. The Parks Manager is not required or expected to attend Soccer business and planning meetings. If the Township liaison attends a meeting, they will attend as a "non-voting" participant. The Township shall provide the Parks Manager or his/her designee's office telephone number and any other contact information to Soccer.
7. Soccer agrees and understands that it is not entitled to any benefits or protections afforded to employees or volunteers of the Township and is 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's 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. The Township will in no way defend Soccer in matters of liability.
8. Soccer shall fully cooperate with any investigation conducted on behalf of the Township and/or its agents. 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. Soccer shall not represent themselves as employees, volunteers, or agents of the Township.
10. 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 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, field officials, trainers, and volunteers.
14. 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.
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:
  - a. Maintain the playing fields.
  - b. 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. Provide current and updated game schedules to the Township throughout the season.
  - b. Inspect and remove all trash from dugout areas, bleacher areas, playing fields, parking lots, etc. after every game or practice.
  - c. Assist parks staff by checking and emptying trash/recycling containers if they are full. Trash containers will accept bags that will be provided by the Township. Bags will not be used in recycling containers. Trash and recycling will be disposed of in proper dumpsters located in parking lot areas.
  - d. Agree to store all practice and game equipment in designated areas determined by parks staff. Storage of any equipment on grass areas is strictly prohibited.
  - e. Acknowledge and assume all responsibility for any maintenance and repairs necessary for their respective storage sheds. All major repairs and modifications must receive prior approval from Fremont Township, as outlined in the “Capital Improvements” section of this agreement.
  - f. Agree to promptly address and resolve any maintenance tasks or issues brought to their attention by Fremont Township.
  - g. Agree to inspect each practice facility, field, or other location prior to and after 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.
  - h. Do all routine game related maintenance on grass areas.
  - i. Provide all field marking paint needed throughout playing season.
  - j. Make sure soccer goals are always staked and secure.
  - k. Agree to leave all vehicles in parking area and not drive vehicles to playing fields.

- I. 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.
  
3. Fremont Township will provide Soccer with “primary” use of the “Soccer” field at Behm Park from **April 1<sup>st</sup> thru August 31<sup>st</sup>** for the length of the agreement. The Lake County Stallions will have “primary” use of the “Soccer” field at Behm Park from **September 1<sup>st</sup> thru Nov. 15<sup>th</sup>**. “Primary” use means that any other user group needs Soccer’s permission to use the “Soccer” field.
  - a. **Behm Homestead Park: 22222 W. Behm Park Ln. Grayslake, IL. 60030 (hereinafter “Licensed Premises”)**
  
4. Soccer shall inspect each practice facility, field, or other location prior to and after 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. All repairs must be performed in conformity with Section III hereunder.
  
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.
  
6. Soccer shall adhere to all applicable facility ordinances, township ordinances, County ordinances, rules, regulations, policies, and procedures.

### III. **Capital Improvements**

1. 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. All improvements must meet “Local Building Code” requirements. If a “Building Permit” is requested by the County, then Fremont Township will apply for such permit(s) since improvements will be made on Township property. However, all fees associated with said building permit(s), will be the responsibility of Soccer. 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.
  
2. Prior to each season, the Township shall inspect each storage facility to ensure they are up to code and in a reasonably safe condition. If the Township requires any maintenance and or repairs, it shall notify Soccer and make a formal request. The Soccer and the Township will then agree on an accepted timeline and cost for the request.
  
3. Any prior improvements made to the Licensed Premises must be kept up to code and in a reasonably safe condition. Soccer shall notify the Parks Manager immediately if an improvement

appears to be deficient in this respect. The Parks Manager will also periodically check such improvements to ensure their compliance. If, at the Parks Manager's sole discretion, an improvement is found in need of repair and/or alteration, the cost of such repair and/or alteration shall be at the sole expense of Soccer.

- a. If the Park Manager believes that Soccer can remedy the repair and/or alteration themselves, then he/she will discuss an acceptable timeline with Soccer for the proposed repair/alteration.
- b. If the Park Manager believes that the repair and/or alteration is outside the scope of Soccer's ability to accomplish, Soccer may be required to find an alternative contractor to complete the work. However, the contractor and the final product must be approved by the Park Manager. If the final product does not meet or exceed the Park Manager's expectations, Soccer, at its own expense, must correct the issues presented. If Soccer fails to remedy the issues within 60 days, the Township may hire its own contractors to correct the issue, with Soccer to pay the costs thereof.

#### **IV. Rental/Usage Fee**

The Township will not charge fees to Soccer for use of the fields. However, user groups are obligated to ensure that the playing fields and park facilities are cleaned after their use. Failure to do so may result in fines of up to \$500.00 imposed on the user group responsible. It is imperative that all user groups adhere to these guidelines to maintain the cleanliness and integrity of the playing fields and park facility for the enjoyment and safety of all users. Enforcement of this fine will be at the discretion of Fremont Township.

#### **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 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 whether 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 exist 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 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 default of, any provision of this agreement.

## **VI. Insurance and Indemnification**

Soccer 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 medical expense, a minimum \$25,000 "Medical Payments for Participants" 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 notify Soccer of such insufficiency. Soccer shall then increase the amount of liability coverage to an amount satisfactory to the Township. On or before April 15<sup>th</sup> of each year this agreement is in effect, Soccer shall provide Township with a certificate of insurance verifying coverage amounts and parties insured. The Township will prohibit Soccer 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 the Township. Failure to maintain the required insurance will result in termination of this agreement by the Township. If Soccer insurance is canceled or expired, it is Soccer responsibility to notify Fremont Township.

## **VII. Lightning Protection**

Soccer 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 10th, 2024, and end on April 9th, 2027
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. Notices should be mailed to:
  - a. **Mundelein Soccer Club 609 N Lake St. 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:
  - a. **Fremont Township 22385 W IL. Hwy 60 Mundelein, IL. 60060**
4. Soccer 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 Soccer 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

\_\_\_\_\_  
Shah Quaiyoom  
President, Mundelein Soccer Club

\_\_\_\_\_  
Diana O'Kelly  
Fremont Township Supervisor

\_\_\_\_\_  
Bill Richards  
V.P. of Operations

\_\_\_\_\_  
Christina McCann  
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 environments in which to provide quality recreation for all the individuals served by the parties, as well as the 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, its officials, officers, members, employees, or volunteers (hereafter referred to as “The Stallions”) to provide a youth Lacrosse/Football/Cheer/Flag Football/7 on 7 opportunities 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. 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.
3. 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 its adopted bylaws or guidelines, and 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 list of players and the towns in which they reside.
5. 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. The Parks Manager is not required or expected to attend The Stallions business and planning meetings. If the Township liaison attends a meeting, they will attend as a "non-voting" participant.

The Township shall provide the Parks Manager or his/her designee's office telephone number and any other contact information to the Stallions.

7. The Stallions agree and understand that it is not 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's activity will be The Stallions's sole responsibility and not the Township's. Also, it is understood that The Stallions 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 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 and/or its agents. 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 Stallions shall not represent themselves as employees, volunteers, or agents of the Township.
10. 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 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 employees, coaches, field officials, trainers, and volunteers.
14. The Stallions agree to cross-reference all staff, employees, and volunteers with the state and/or local Child Offender Database.
15. The Stallions understand and agree 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 encouraged 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, 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. 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. Have authority over all maintenance of playing fields.
  - 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. Empty garbage cans around playing area(s) on a weekly basis.
2. The Stallions will:
  - a. Provide current and updated game and practice schedules to the Township throughout the season.
  - b. Agree to obtain and provide documentation of all permits required by the Lake County Health Department for the preparation and sale of food at Behm Park.
  - c. Agree to make any necessary alterations to concession stand and storage building to comply with local fire codes.
  - d. Inspect and remove all trash from dugout areas, bleacher areas, playing fields, parking lots, etc. after every game or practice.
  - e. Assist Township staff by checking and emptying trash/recycling containers if they are full. Trash containers will accept bags that will be provided by the Township. Bags will not be used in recycling containers. Trash and recycling will be disposed of in proper dumpsters located in parking lot area.
  - f. Provide its own volunteers to set up and return extra garbage cans when needed for its events.
  - g. Provide porta potties for any big event (Lacrosse tournament, Family Day, etc.) The Parks Manager will have final say if porta potties are needed or not.

- h. Agree to store all practice and game equipment in designated areas determined by Township staff. Storage of any equipment on grass areas is strictly prohibited.
  - i. Acknowledge and assume all responsibility for any maintenance and repairs necessary for its respective storage sheds. All major repairs and modifications must receive prior approval from Fremont Township, as outlined in the “Capital Improvements” section of this agreement.
  - j. Agree to promptly address and resolve any maintenance tasks or issues brought to their attention by the Township.
  - k. Agree to inspect each practice facility, field, or other location prior to and after 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 Stallion’s use.
  - l. Agree to leave all vehicles in parking areas and not drive vehicles to playing fields.
  - m. Do all routine game related maintenance on grass areas (chalking, striping, etc.).
  - n. Provide all (field conditioner, chalk, paint, etc.) as needed throughout playing season.
  - o. Provide equipment to assist in striping of lacrosse/football fields.
  - p. 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.
  - q. Be responsible for making sure that **ALL** Vendor equipment is picked up and stored properly each night after use. Township will not allow any Vendor equipment to be stored on Park Premises without Township consent.
3. Fremont Township will provide The Stallions with “primary” use of the “MAIN FOOTBALL” field at Behm Park for the entire length of the contract. **The Stallions will share “primary” use of the “Multi-Purpose Field” at Behm Park with the Lake County Lightning.** The Stallions will have “primary” use of the “Soccer” at Behm Park field from **Sept. 1<sup>st</sup> thru Nov. 15<sup>th</sup>**. Mundelein Soccer will have “primary” use of the “Soccer” field at Behm Park from **April 1<sup>st</sup> thru August 31<sup>st</sup>**. “Primary” use means that any other user group needs Stallions’ permission to use those Behm Park fields. Stallions have “secondary” use of any other Township Field. Stallions will need User Groups permission to use secondary fields.
- a. **Behm Homestead Park: 22222 W. Behm Park Ln. Grayslake, IL. 60030**  
(hereinafter “Licensed Premises”)
4. 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.

5. The Stallions shall adhere to all applicable facility ordinances, township ordinances, County ordinances, rules, regulations, policies, and procedures.

### **III. Capital Improvements**

1. 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. All improvements must meet "Local Building Code" requirements. If a "Building Permit" is requested by the County, then Fremont Township will apply for such permit(s) since improvements will be made on Township property. However, all fees associated with said building permit(s), will be the responsibility of the Stallions. 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.
2. Prior to each season, the Township shall inspect each storage facility to ensure they are up to code and in a reasonably safe condition. If the Township requires any maintenance and or repairs, it shall notify the Stallions and make a formal request. The Stallions and the Township will then agree on an accepted timeline and cost for the request.
3. Any prior improvements made to the Licensed Premises must be kept up to code and in a reasonably safe condition. Stallions shall notify the Parks Manager immediately if an improvement appears to be deficient in this respect. The Parks Manager will also periodically check such improvements to ensure their compliance. If, at the Parks Manager's sole discretion, an improvement is found in need of repair and/or alteration, the cost of such repair and/or alteration shall be at the sole expense of the Stallions.
  - a. If the Park Manager believes that the Stallions can remedy the repair and/or alteration themselves, then he/she will discuss an acceptable timeline with the Stallions for the proposed repair/alteration.
  - b. If the Park Manager believes that the repair and/or alteration is outside the scope of the Stallions ability to accomplish, the Stallions may be required to find an alternative contractor to complete the work. However, the contractor and the final product must be approved by the Park Manager. If the final product does not meet or exceed the Park Manager's expectations, Stallions, at its own expense, must correct the issues presented. If Stallions fails to remedy the issues within 60 days, the Township may hire its own contractors to correct the issue, with the Stallions to pay the costs thereof.

#### **IV. Rental/Usage Fee**

The Township will not charge fees to The Stallions for use of the fields. However, user groups are obligated to ensure that the playing fields and park facilities are cleaned after their use. Failure to do so may result in fines of up to \$500.00 imposed on the user group responsible. It is imperative that all user groups adhere to these guidelines to maintain the cleanliness and integrity of the playing fields and park facility for the enjoyment and safety of all users. Enforcement of this fine will be at the discretion of Fremont Township.

#### **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 whether 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 exist 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 medical expense, a minimum \$25,000 "Medical Payments for Participants" 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 Stallions of such insufficiency. The Stallions shall then increase the amount of liability coverage to an amount satisfactory to the Township. On or before April 15<sup>th</sup> 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 the 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 are 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 10th, 2024, and end on April 9th, 2027
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. Notices should be mailed to:
  - a. **Lake County Stallions P.O. Box 374 Mundelein, IL. 60060**



3. 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

\_\_\_\_\_  
 Bill Meyer  
 President, Lake County Stallions

\_\_\_\_\_  
 Diana O’Kelly  
 Fremont Township Supervisor

\_\_\_\_\_  
 Executive V.P., Lake County Stallions

\_\_\_\_\_  
 Christina McCann  
 Fremont Township Clerk

# **Fremont Township License Agreement with The 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 environments in which to provide quality recreation for all the individuals served by the parties, as well as the 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, its officials, officers, members, employees, or volunteers (hereafter referred to as “The MBSA”) 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. The MBSA shall provide its own leadership structure and must delegate operational duties to its membership.
2. The MBSA shall conduct its own financial business and be financially self-supporting.

3. The 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 youth baseball program that is compatible with and supplements other Township programs.
4. The MBSA shall provide its adopted bylaws or guidelines, and a list of officers for the upcoming season at the Township's meeting in March of each year. In addition, The MBSA will provide a list of players and the towns in which they reside.
5. The 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 Township's 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 The MBSA and has final say on all weather-related field conditions. The Parks Manager is not required or expected to attend The MBSA business and planning meetings. If the Township liaison attends a meeting, they will attend as a "non-voting" participant.

The Township shall provide the Parks Manager or his/her designee's office telephone number and any other contact information to the MBSA.

7. The MBSA agrees and understands that it is not entitled to any benefits or protections afforded to employees or volunteers of the Township and is not bound by any obligations as employees of the Township. The 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's activity will be the 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. The MBSA shall fully cooperate with any investigation conducted on behalf of the Township and/or its agents. 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 MBSA shall not represent themselves as employees, volunteers, or agents of the Township.

10. The MBSA will not advertise or solicit participants using the name or logo of the Township without prior written permission of the Township.
11. The 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 The MBSA shall not 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 MBSA agrees to conduct criminal background checks for all employees, coaches, field officials, trainers, and volunteers.
14. The MBSA agrees to cross-reference all staff, employees, and volunteers with the state and/or local Child Offender Database.
15. The MBSA understands and agree 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. Coaches and trainers will be encouraged to secure and maintain current certification in coaching youth baseball.
17. The 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.
18. The MBSA agrees to provide for and pay for inclusion services as needed to comply with Americans with Disabilities Act requirements.
19. The MBSA will establish a financial assistance program for parents and families needing help in paying for programs and services.
20. The 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 The MBSA sponsored activities. Such active cooperation shall include reporting of suspected violations immediately to the local police department.

The MBSA should not attempt to seize any items or question any persons regarding these potential offenses.

21. The 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 The MBSA and the Township.

## **II. Facility Use and Maintenance**

1. The Township will:
  - a. Have authority over all maintenance of playing fields.
  - 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.
  - e. Empty garbage cans around playing area(s) on a weekly basis.
2. The MBSA will:
  - a. Provide current and updated game and practice schedules to the Township throughout the season.
  - b. Inspect and remove all trash from dugout areas, bleacher areas, playing fields, parking lots, etc. after every game or practice.
  - c. Assist parks staff by checking and emptying trash/recycling containers if they are full. Trash containers will accept bags that will be provided by the Township. Bags will not be used in recycling containers. Trash and recycling will be disposed of in proper dumpsters located in parking lot areas.
  - d. Agree to store all practice and game equipment in designated areas determined by parks staff. Storage of any equipment on grass areas is strictly prohibited.
  - e. Acknowledge and assume all responsibility for any maintenance and repairs necessary for their respective storage sheds. All major repairs and modifications must receive prior approval from Fremont Township, as outlined in the "Capital Improvements" section of this agreement.
  - f. Agree to promptly address and resolve any maintenance tasks or issues brought to their attention by Fremont Township.
  - g. Agree to inspect each practice facility, field, or other location prior to and after 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.
  - h. Agree to leave all vehicles in parking areas and not drive vehicles to playing fields.

- i. Agree to perform all weekly and yearly maintenance related to pitcher mounds and pitcher warm up areas.
  - j. Do all routine game related maintenance on clay areas and grass areas (chalking, striping, etc.).
  - k. Provide all field conditioners, chalk, paint, etc. as needed throughout playing season.
  - l. Provide equipment to assist in maintaining clay area.
  - m. Agrees to pay 50% of the “Electric Bill” during their playing season with Fremont Township paying the other 50%.
  - n. 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.
  - o. Allow Fremont Township to use interior wall space inside its 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 insures the camera system for its value.
3. Fremont Township will provide the MBSA with “primary” use of the baseball field at Ivanhoe Community Club Park.
    - a. **Ivanhoe Community Club Park - 29022 Rte. 83 Mundelein, IL. 60060**
  4. The MBSA may be requested to accommodate additional user groups to utilize Ivanhoe Community Club Park, if it does not disrupt, impede or compete with the MBSA.
  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 ordinances, township ordinances, County ordinances, rules, regulations, policies, and procedures.

### **III. Capital Improvements**

1. 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. All improvements must meet “Local Building Code” requirements. If a “Building Permit” is requested by the County, then Fremont Township will apply for such permit(s) since improvements will be made on Township property. However, all fees associated with said building permit(s), will be the responsibility of the MBSA. 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.

2. Prior to each season, the Township shall inspect each storage facility to ensure they are up to code and in a reasonably safe condition. If the Township requires any maintenance and or repairs, it shall notify the MBSA and make a formal request. The MBSA and the Township will then agree on an accepted timeline and cost for the request.
3. Any prior improvements made to the Licensed Premises must be kept up to code and in a reasonably safe condition. MBSA shall notify the Parks Manager immediately if an improvement appears to be deficient in this respect. The Parks Manager will also periodically check such improvements to ensure their compliance. If, at the Parks Manager's sole discretion, an improvement is found in need of repair and/or alteration, the cost of such repair and/or alteration shall be at the sole expense of the MBSA.
  - a. If the Park Manager believes that the MBSA can remedy the repair and/or alteration themselves, then he/she will discuss an acceptable timeline with the MBSA for the proposed repair/alteration.
  - b. If the Park Manager believes that the repair and/or alteration is outside the scope of the MBSA's ability to accomplish, the MBSA may be required to find an alternative contractor to complete the work. However, the contractor and the final product must be approved by the Park Manager. If the final product does not meet or exceed the Park Manager's expectations, MBSA, at its own expense, must correct the issues presented. If the MBSA fails to remedy the issues within 60 days, the Township may hire its own contractors to correct the issue, with the MBSA to pay the costs thereof.

#### **IV. Rental/Usage Fee**

The Township will not charge fees to The MBSA for use of the fields. However, user groups are obligated to ensure that the playing fields and park facilities are cleaned after their use. Failure to do so may result in fines of up to \$500.00 imposed on the user group responsible. It is imperative that all user groups adhere to these guidelines to maintain the cleanliness and integrity of the playing fields and park facility for the enjoyment and safety of all users. Enforcement of this fine will be at the discretion of Fremont Township.

#### **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 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 whether 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 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 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 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 medical expense, a minimum \$25,000 "Medical Payments for Participants" 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 notify The MBSA of such insufficiency. The MBSA shall then increase the amount of liability coverage to an amount satisfactory to the Township. On or before April 15<sup>th</sup> of each year this agreement is in effect, The 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 the Township. Failure to maintain the required insurance will result in termination of this agreement by the Township. If The MBSA insurance is canceled or expired, it is The MBSA responsibility to notify Fremont Township.

#### **VII. Lightning Protection**

The MBSA 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 10th, 2024, and end on April 9th, 2027
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. Notices should be mailed to:
  - a. **MBSA P.O. Box 606 Mundelein, IL. 60060**
3. The MBSA 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 MBSA 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 MBSA 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

\_\_\_\_\_  
Phil Guerrero  
President, MBSA

\_\_\_\_\_  
Diana O'Kelly  
Fremont Township Supervisor

\_\_\_\_\_  
Lisa Laffey  
Secretary, MBSA

\_\_\_\_\_  
Christina McCann  
Fremont Township Clerk



# Proposal

## Aspen Landscapes

**Client Name:** Fremont Township  
**Project Name:** Fremont Township/22385 W Route 60/FrontEntranceSign  
**Jobsite Address:** 22385 W Route 60 Mundelein, Illinois 60060      **Billing Address:** 22385 W Route 60 Mundelein, Illinois 60060  
**Estimate ID:** EST4187550  
**Date:** Jan 01, 2024

Thank you for giving Aspen Landscapes, Inc. the opportunity to bid on your landscape project, we look forward to working with you and transforming your outdoor living space.

### Revised Front Sign \$2,826.86

12 Hours	A- Labor/ Construction	All Crews
4 Hours	A- Construction Truck / Trailer 1	
1 Yard	A- Mulch - Shredded	
4 EACH	Box, 'Green Velvet' 18"	Buxus 'Green Velvet'
0.75 ton	Fond du lac Outcropping	
10 # 1 Cont.	Prairie Dropseed Grass	Panicum amarum 'Dewey Blue'
3 EACH	Hydrangea, 'Little Quick Fire' #2/3	Hydrangea paniculata 'Little Quickfire'
10 EACH	'Brilliant' Maiden Pinks #1	Dianthus deltoides 'Brilliant'
2 Each	Creeping Lilyturf - 2 1/2"-32	
7 EACH	'Blue Emerald' Creeping Phlox #1	Phlox subulata 'Blue Emerald'
14 EACH	'Palace Purple' Coralbells #1	Heuchera micrantha 'Palace Purple'
1 # 3 Cont.	Blue Mist Bluebeard	Caryopteris clandonensis 'Blue Mist'

### Clean / Seed / Mulch / Extend wall around to the west side- Clean Up all Property \$9,120.00

60 Hours	A- Labor/ Construction	All Crews
20 Hours	A- Construction Truck / Trailer 1	
5 Yrds	A - Soil	
13 Yard	A- Mulch - Shredded	
1 Ton	Decorative Stone	
6 EACH	Feather Reed Grass # 1	Calamagrostis arundinacea 'Karl Foerster'

75 Lbs	A - Seed - Mix
5 Roll	A- Seed Blanket Straw - 8'x112.5'
3 Bag	Snapshot
2.5 Ton	Eden Cut drywall - 3" -4"

**Back Middle Area**

**\$6,005.00**

24 Hours	A- Labor/ Construction	All Crews
8 Hours	A- Construction Truck / Trailer 1	
4 Yard	A- Mulch - Shredded	
1 Yrds	A - Soil	
3 Each	Boxwood - Green Mountain Conical - 30"	
5 EACH	Box, 'Green Velvet' 18"	Buxus 'Green Velvet'
1 EACH	Japanese Maple	Fagus sylvatica 'Tricolor'
9 Each	Munstead English Lavender - # 1 Cont.	
4 Each	Creeping Lilyturf - 2 1/2"-32	
5 18 in. BB/CT	Spilled Wine Weigela ( 3' Mature )	Weigela florida 'Wine and Roses'
21 # 1 Cont.	Palace Purple Heuchera	Hemerocallis 'Mini Stella'
20 EACH	Praire Dropseed	Panicum virgatum 'Prairie Sky'-blue
6 # 3 Cont.	KnockOut Rose	Rosa 'KnockOut'

**Back AC area Screening**

**\$2,185.50**

12 Hours	A- Labor/ Construction	All Crews
4 Hours	A- Construction Truck / Trailer 1	
4 Yard	A- Mulch - Shredded	
7 Each	Vanilla Strawberry Hydrangea - # 3 Cont.	
15 Each	Overdam Feather Reed Grass - # 1 Cont.	
15 Lbs	A - Seed - Mix	
1 Roll	A- Seed Blanket Straw - 8'x112.5'	

**East Slope Side - Generator Side**

**\$3,973.92**

21 Hours	A- Labor/ Construction	All Crews
8 Hours	A- Construction Truck / Trailer 1	
2 Yard	A- Mulch - Shredded	

2.25 Ton	Eden Cut drywall - 3" -4"	
5 Each	Vanilla Strawberry Hydrangea - # 3 Cont.	
15 Each	Feather Reed Grass - # 1 Cont.	
3 Yrds	A - Soil	
15 EACH	Blazing Star Gayfeather #1	Liatris spicata

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<b>Subtotal</b>	\$24,111.28
<b>Taxes</b>	\$0.00
<b>Estimate Total</b>	<b>\$24,111.28</b>

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All new brickwork carries a five-year guarantee and all natural stonework carries a three-year guarantee.

Plant material (trees and shrubs) supplied and installed carries a one-time replacement guarantee for one year from the date of installation. This guarantee requires proper maintenance and care of plants by the owner. Perennials are **not included** in guarantee

\*\*Ask about out financing options through Unilock / LMN for your hardscapes and softscapes, some as low as zero percent.

*If accepted please sign and return the proposal to our office with your deposit, a 50 % deposit is required on all jobs and scheduling of the job will be done once the deposit is received,. Final payment due upon completion of work, change orders to be paid in full at time of the order. Plant material includes a one year warranty, the absence of proper maintenance will void the warranty. Hardscape construction shall meet all manufacturer specifications, include one-year labor guarantee and manufacturers materials warranty. We will not perform any work, including warranty work on delinquent accounts. Payments made by credit card will be subject to a 3.5% processing fee, after terms stated, a 1.5% finance charge per month on the unpaid balance, there will be a \$35 returned check fee. Any permits needed are the responsibility of the homeowner with the help of Aspen Landscapes. Aspen Landscapes is not responsible for underground objects not marked by JULIE or properly marked by the customer including but not limited to irrigation, dog fences, lighting, electrical, cable, septic, and gas. This proposal is good for 60 days, after 60 days the material will have to be quoted again.*

**Please make checks or payment out to Aspen Hardscapes**

**Thank You,**

**Aspen Landscapes, Inc**

Estimate authorized by: \_\_\_\_\_

Estimate approved by: \_\_\_\_\_

Company Representative

Customer Representative

Signature Date:

\_\_\_\_\_

Signature Date:

\_\_\_\_\_



Sewer & Water Contractor / Directional Drilling

Office: (815) 344-0197  
Fax: (815) 344-9370  
Cell: (815) 693-5184

Bob Behm – President  
431 Scotland Road Unit A  
Lakemoor, IL 60051

March 29, 2024

## Proposal

Fremont Township  
Herb Riedel  
22385 W Hwy 60  
Mundelein, IL. 60060  
HerbRiedel@FremontTownship.com  
224-475-7131

Re: Erhart Road, Mundelein, IL

**We hereby submit specifications and estimates for:**

### Storm Sewer Installation

- Install one (1) – 24” diameter Storm Seer Structure & connect to existing 6” clay tile Storm Sewer in right-of-way on north side of Erhart Road
- Install 200 LF – 6” N-12 PVC Storm Sewer pipe in right-of-way on north side of Erhart Road from new 24” diameter Storm Sewer Structure
- Install one (1) – 48” diameter catch basin at existing end of new 6” N-12 PVC Storm Sewer pipe & connect three (3) existing clay tiles into new 48” diameter catch basin

***Above quote is for labor only to excavate trench, install 6” pipe & concrete structures, backfill trench after installation of pipe & structures***

***Does not include:***

***Removal of spoils off site  
Restoration of areas disturbed by Storm Sewer Installation  
All necessary traffic control  
Any materials needed (pipe, concrete structure, gravel, etc.)***

***\*\*Prevailing Wages will be paid for all labor on this job\*\****

**We propose hereby to furnish material and labor – complete in accordance with the above specification, for the sum of:**  
Eighteen-thousand Six-hundred and no/100 dollar dollars (\$18,600.00)

**Payment to be made as follows:**  
\$18,600.00 – Upon completion of Storm Sewer Installation

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Worker's Compensation insurance.

**Note:** This proposal may be withdrawn by use not accepted with in 14 days.

**Authorized Signature** \_\_\_\_\_ *Robert Behm* \_\_\_\_\_

**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

**Signature** \_\_\_\_\_ **Date of Acceptance:** \_\_\_\_\_



## **Parks Report for April 2024**

Parks Committee held a Parks Meeting on March 18<sup>th</sup>. MBSA president Phil Guerrero was in attendance and was allowed time to discuss some concerns that the MBSA had with their proposed updated contract. Committee agreed to adjust wording in contract which allowed both parties to be comfortable with contract.

Behm Park entrance gate conversion is fully completed. Steps were also taken to allow township to upgrade gate camera system in the future as well.

Pickle ball court renovation has started. Windscreens were removed from chainlink fence by parks staff. Chainlink fencing was removed by fencing contractor in prep for concrete work to start this week as long as weather allows. Plan will be to hopefully be able to open pickle ball courts May 1<sup>st</sup>.

Behm Park passed Lake County Health Department water test. Restrooms and park gates are open. User groups have started using fields when weather allows.

Tuesday, April 2, 2024

## April 2024 Highway Notes

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—Attended Sylvan Lake Board meeting to inform attendees about the dam project. Their HOA will be contributing \$500k for the project with the highway dept granting a 10year loan for repayment.

—Lake County signed contract for V3 for Sylvan Lake Dam project. Highway department signed IGA with SMC for their role in grant and project management.

—Took delivery of 2023 Volvo VHD. This truck will be replacing a 2004 Mack. It's role is a plow truck with a wing and v box and a dump body and conveyor for summertime use.

—Crews have been doing roadside tree work, painting equipment frames, sign installations, equipment maintenance.

**FUND SUMMARY ON BOARD AUDIT REPORT**

GENERAL TOWN \$78,444.96  
GENERAL ASSISTANCE \$2,339.75  
ROAD & BRIDGE \$23,204.74  
PERMANENT ROAD \$255,566.13  
**\$359,555.58**

**TOTAL**

**FUND SUMMARY ON PAYROLL REPORT**

	<u>TOTAL</u>	<u>TOWN</u>	<u>GA</u>	<u>PERM ROAD</u>
PAYROLL 3/22/24	\$18,171.75	-\$96.40	\$1,855.67	\$16,412.48
PAYROLL 3/29/24	\$11,644.21	\$11,644.21	\$0.00	\$0.00
PAYROLL 4/5/24	\$19,191.31	\$1,552.29	\$1,855.67	\$15,783.35
<b>TOTAL</b>	<b>\$49,007.27</b>	<b>\$13,100.10</b>	<b>\$3,711.34</b>	<b>\$32,195.83</b>

**TOTAL**

**TOTAL FUND SUMMARY**

GENERAL TOWN \$91,545.06  
GENERAL ASSISTANCE \$6,051.09  
ROAD & BRIDGE \$23,204.74  
PERMANENT ROAD \$287,761.96  
**\$408,562.85**

**GRAND TOTAL**

**FIRST MIDWEST**

FOOD PANTRY \$1,749.07  
GARDEN DONATIONS EXPENSES \$41.81

**FIRST MIDWEST**  
FOOD PANTRY \$1,749.07  
GARDEN DONATIONS EXPENSES \$41.81