Item #3:
Ordinance Declaring Property For Lease To Ela Soccer Club

07/14/14

VILLAGE OF LONG GROVE

ORDINANCE NO. 2014-O-17

AN ORDINANCE DIRECTING THE LEASE OF SURPLUS REAL PROPERTY
(Soccer Fields)

Adopted by the
President and Board of Trustees
of
the Village of Long Grove
this 22nd day of July, 2014

Published in pamphlet form by direction
and authority of the Village of Long Grove,
Lake County, Illinois
this 23rd day of July, 2014

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VILLAGE OF LONG GROVE
ORDINANCE NO. 2014-O-17

AN ORDINANCE DIRECTING THE LEASE OF SURPLUS REAL PROPERTY
(Soccer Fields)

WHEREAS, the Village of Long Grove (the "***Village***") is the owner of certain property located east of the Menard's development and intended for recreational use (the "***Surplus Property***"), which is depicted on Exhibit A attached hereto; and

WHEREAS, the Village Board has determined that the Surplus Property is no longer useful to the Village for any use during the next 12 years and that the best interest of the Village and its residents will be served if the Surplus Property is lease pursuant to the terms set forth in this Ordinance;

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LONG GROVE, COUNTY OF LAKE, STATE OF ILLINOIS, as follows:

Section One: Recitals. The foregoing recitals are hereby incorporated into and made a part of this Ordinance as if fully set forth.

Section Two: Findings and Determination. The Village Board hereby finds and determines that, in its opinion, during the next 12 years the Surplus Property is no longer necessary, appropriate, required for the use of, profitable to, or for the best interests of the Village, and that the Surplus Property should be made available for lease pursuant to the terms set forth in Exhibit B attached hereto, and in accordance with the procedures described in Section Three of this Ordinance.

Section Three: Terms of Sale. The Village Manager shall cause the Surplus Property to be sold in accordance with the following procedures:

a. An accurate legal description of the Surplus Property shall be obtained;

b. Notice of the lease of the Surplus Property shall be publicized on the Village's website and in such other manners as the Village Manager shall so determine, including publication in the *Northwest Daily Herald*. Such notice shall contain

an accurate description of the Surplus Property, state the purpose for which Surplus Property is currently used, the conditions of any sale, and request bids for the purchase of the Surplus Property, which bids will be considered and opened at the August 26, 2014 meeting of the Village Board.

c. Bids shall be submitted on a form to be prepared at the direction of the Village Manager, which form shall include an acknowledgement of the conditions of the sale, and a demonstration of the bidder's financial capability to meet the ongoing conditions of sale.

d. After the opening of bids for the Surplus Property at the August 26, 2014 meeting of the Village Board, the Village Board shall consider which bid (if any) will best serve the interests of the Village. The Village Board may reject all bids, and the Village Board may waive any irregularities in any bid.

Section Four. Effective Date. This ordinance shall be in full force and effect from and after its passage by a three-fourths vote of the Village Board, and its approval and publication in pamphlet form as provided by law.

PASSED THIS 22ND DAY OF JULY, 2014.

AYES: (__) Trustees

NAYS: (__)

ABSENT: (__)

ABSTAIN: (__)

APPROVED THIS 22ND DAY OF JULY, 2014.

_____

Angela Underwood, Village President

ATTEST:

_____

Heidi Locker-Scheer, Village Clerk

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EXHIBIT A

Depiction of the Surplus Property

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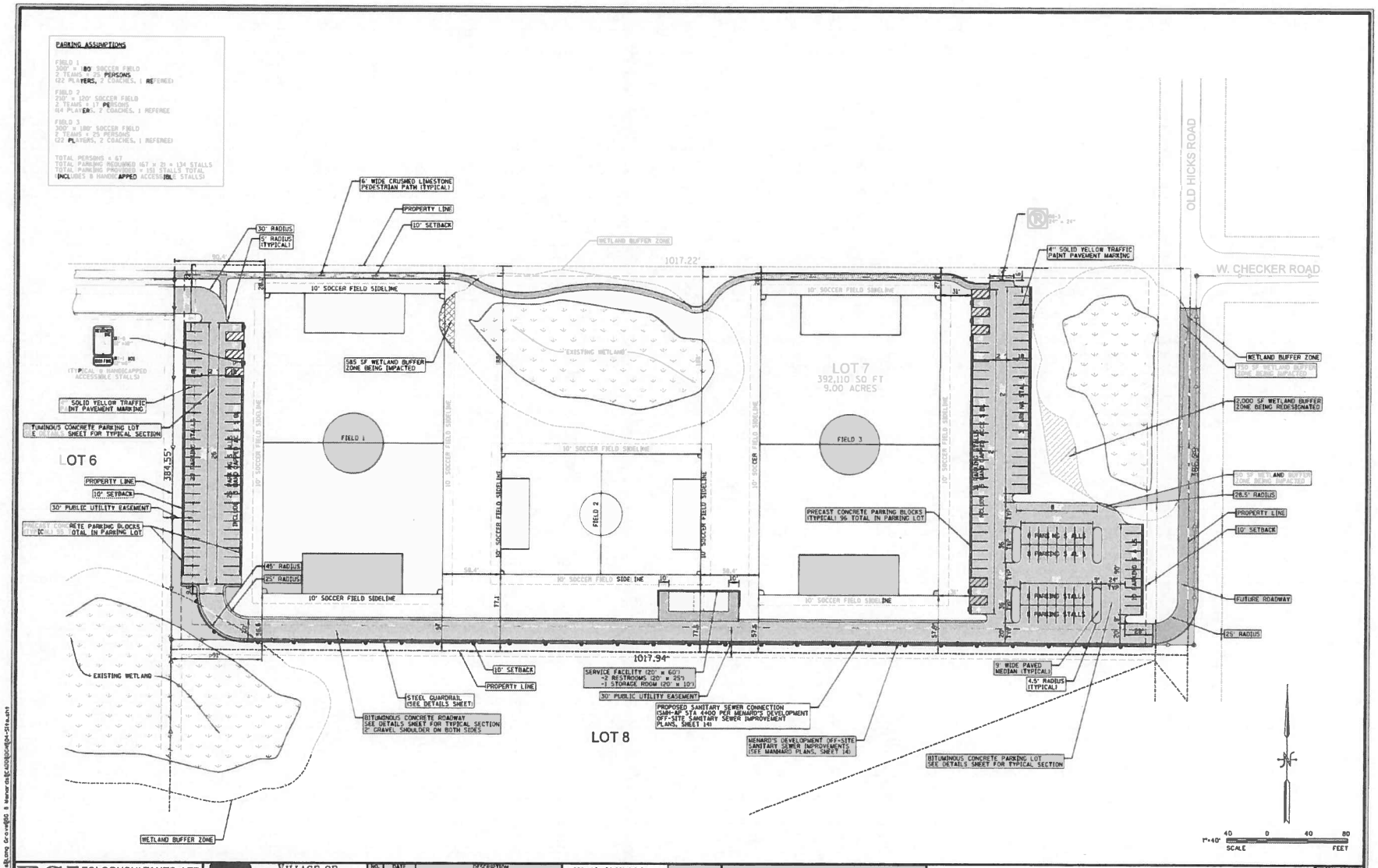

ESI CONSULTANTS, LTD
VILLAGE OF LONG GROVE
Long Grove, Illinois 60047-9635
(847) 634-9440

NO.	DATE	DESCRIPTION

PROJ. NO.: 04-026-018-01 | ENG. BY: BW
FILE NAME: 04-SITE | DRAWN BY: MD
DATE: 12/10/2007 | CHECKED BY: JC

MENARD'S PARK

LONG GROVE LAKE COUNTY ILLINOIS

SITE PLAN

SHEET NO. 4

EXHIBIT B

Proposed Lease

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LONG GROVE SOCCER PARK LEASE

THIS LEASE is entered into this _____ day of _____, 2014, by and between the **VILLAGE OF LONG GROVE,** an Illinois municipal corporation organized and existing under the Illinois Municipal Code, 65 ILCS 5 (the "***Village***"), and _____, a _____ ("***LESSEE***")(collectively, the Village and the LESSEE shall hereinafter be referred to as the "***Parties***").

IN CONSIDERATION OF the mutual promises, representations, and undertakings of the Parties as hereinafter set forth, the Parties agree as follows:

SECTION 1: Recitals.

A. The Village is the owner of record of a certain parcel located at 2720 Old Hicks Road, Long Grove, Illinois, also to be known as "Long Grove Soccer Park" and generally in the vicinity of Old Hicks Road and Checker Road and adjacent to the Menard's retail center and legally described in **Exhibit A** attached hereto (the "***Property***").

B. The Property has been designed and developed on behalf of the Village for use as recreational fields.

C. LESSEE desires to operate recreational soccer fields within the Village, including organizing recreational activities for residents of the Village.

D. The Village is willing to lease to LESSEE, and LESSEE is willing to lease from the Village, the Property for the purpose of using the Property as soccer fields, subject to the terms and conditions of this Lease.

E. The Board of Trustees of the Village has determined that entering into this Lease is in the best interests of the Village and its residents, and the Board of Directors of LESSEE has determined that entering into this Lease is in the best interest of its members.

SECTION 2: Lease Term; Rent.

(a) Lease Term. The term of this lease is for a period of twelve years beginning on _____, 2014 (the "***Effective Date***") and extending to the twelfth anniversary of the Effective Date (the "***Term***").

(b) Rent. As its rent under this lease, LESSEE, at its sole cost and expense, shall maintain the Property in accordance with Section 4 of this Lease, complete the Capital Improvements in accordance with Section 15 of this Lease, and otherwise perform as provided in this Lease. LESSEE shall also pay such other costs and Additional Rent as set forth in this Lease.

SECTION 3: Condition of the Property. LESSEE acknowledges that it has inspected the Property and that it accepts the Property under this Lease in an "as is" condition as of the Effective Date, subject to all applicable laws, ordinances, regulations, covenants and restrictions. The Village has made no representation or warranty as to the suitability of the Property for the conduct of LESSEE's intended use or any specific purpose, and LESSEE waives any implied warranty that the Property is suitable for LESSEE's intended purposes or any specific purpose. In no event shall the Village have any obligation for any defects in the Property or any limitation on its use. The Village is not required or expected to make any further improvements to the Property (including without limitation installation of sprinkler facilities) as a part of this Lease. Notwithstanding the foregoing, the Village may, in its sole and unfettered discretion, make any improvements to the Property that it so elects upon 30 days notice in writing to LESSEE (an "***Improvement Notice***"), provided that such improvements do not render the Property unusable either (a) for a period of more than ten days, or (b) for more than three days during which LESSEE has previously scheduled events on the Property as of the date of the Improvement Notice, unless otherwise expressly agreed in writing by LESSEE.

SECTION 4: Leasehold Obligations. LESSEE will use the Property in a careful, safe and proper manner and will undertake regular and customary maintenance of the Property in accordance with the maintenance standards and schedule set forth in **Exhibit B** attached hereto (the "***Maintenance Program***"). In addition, LESSEE will not commit waste, allow any damage to the Property (ordinary wear and tear excepted), permit any discharge of any contaminated substances on or in the vicinity of the Property or otherwise violate any federal or State environmental law, or subject the Property to use that would damage the Property. LESSEE shall not permit any unreasonably objectionable or unpleasant odors, smoke, dust, gas, noise, or vibrations to emanate from the Property, or take any other action that would constitute a nuisance or would disturb, unreasonably interfere with, or endanger Village or any parties using parcels adjacent to the Property. LESSEE further agrees that its use of the Property shall comply with all applicable laws, rules, ordinances, and regulations of the Village or any other body having jurisdiction of the Property.

SECTION 5: Utilities. LESSEE shall pay for all water, electricity, refuse and trash collection, and other utilities and services used on the Property, all maintenance charges for utilities, and any storm sewer charges or other similar charges for utilities imposed by any governmental entity or utility provider, together with any taxes, penalties, surcharges or the like pertaining to LESSEE's use of the Property; to the extent that LESSEE does not pay any such amounts on a timely basis, the Village may elect to pay such amounts and any such payments will be immediately due and payable to the Village from LESSEE as additional rent. To the extent that facilities need to be extended to the Property to provide any such utility services, LESSEE shall be required to provide such facility extensions consistent with the terms of Section 15 of this Lease. The Parties will cooperate to effect such services at the lowest possible costs, but the Village shall not be required to expend any moneys in connection with such cooperation.

SECTION 6. Taxes. Village represents that it is a governmental body whose real property is ordinarily exempt from real estate taxes ("***Taxes***"). To the extent that the Property becomes subject to Taxes in whole or in part because of LESSEE's use or occupancy of the Property, LESSEE will be required to pay the Taxes to Village monthly in estimated installments or upon

demand, at the option of Village, as additional rent. Such additional rent arising from taxes shall not be subject to any offset for any of LESSEE's other obligations under this Agreement.

SECTION 7. Insurance. LESSEE, at its expense, shall maintain during the Term: comprehensive general liability insurance, with a minimum limit of $1,000,000 per occurrence and $3,000,000.00 in the aggregate for personal injuries or deaths of persons occurring in or about the Property, and $100,000.00 for property damage. The comprehensive general liability policy shall name Village as an additional insured, insure on an occurrence and not a claims-made basis, be issued by insurance companies which are reasonably acceptable to Village, not be cancelable or materially changed in scope or amount of coverage unless 30 days prior written notice shall have been given to Village (any policy issued to Village providing duplicate or similar coverage shall be deemed excess over LESSEE's policies). Such policies or certificates thereof shall be delivered to Village by LESSEE upon commencement of the Term and upon each renewal of said insurance.

SECTION 8: Indemnification. Except for the negligence of Village, its agents, employees or contractors, and to the extent permitted by law, LESSEE agrees to indemnify, defend and hold harmless Village, and Village's officers, officials, agents attorneys, employees, representatives, and contractors, from and against any and all claims, losses, liabilities, damages, costs and expenses (including attorneys' fees) resulting from claims by third parties for injuries to any person and damage to or theft or misappropriation or loss of property occurring in or about the Property and arising from the use and occupancy of the Property or from any activity, work, or thing done, permitted or suffered by LESSEE in or about the Property or due to any other act or omission of LESSEE, its assignees, invitees, employees, contractors and agents. The furnishing of insurance required hereunder shall not be deemed to limit LESSEE's obligations under this Section 8. The parties further agree and acknowledge that neither this indemnification nor the insurance provided pursuant to Section 7 hereof is intended to be a waiver of any immunity provided by law to the Village or the Village's officers, officials, agents attorneys, employees, representatives, and contractors.

SECTION 9: Quiet Enjoyment; Use; Programming.

(a) If LESSEE shall perform all of the covenants and agreements herein required to be performed by LESSEE, LESSEE shall, subject to the terms of this Lease, at all times during the Term, have peaceful and quiet enjoyment of the Property against any person claiming by, through or under Village. In connection with such quiet enjoyment, the Parties acknowledge and agree that the Village will provide public safety services commensurate with the standard levels of service available throughout Long Grove. To the extent that the Parties determine that additional security is required to protect the conditions of the Property and the capital improvements that may be installed pursuant to Section 15 of this Lease, the LESSEE shall be responsible for providing such additional security without cost or expense to the Village.

(b) LESSEE covenants and agrees that LESSEE shall limit its use of the Property to soccer and other recreational activities (the "***Authorized Uses***"), as well as such accessory uses that are ordinarily and customarily associated with the Authorized Uses and authorized under applicable law. Such activities shall commence no sooner than 6 a.m. on any day, and shall conclude no later than 10 p.m. on any day. In the event that lights are authorized for the

Property, such lights shall be available for use only during the times authorized by applicable regulations (including conditions of any special use permit).

SECTION 10: Surrender. Upon termination of the Term or earlier termination of LESSEE's right of possession, LESSEE shall surrender the Property to Village in the same condition as received and improved pursuant to this Agreement, ordinary wear and tear excepted. All obligations of LESSEE hereunder not fully performed as of the termination of the Lease shall survive the termination of the Lease, including without limitation, indemnity obligations and payment obligations.

SECTION 11: Holding Over. LESSEE shall have no right to extend, renew, or holdover under this Lease. If LESSEE retains possession of the Property after the termination of the Term, unless otherwise agreed in writing, such possession shall be subject to immediate termination by Village at any time. LESSEE shall be liable for all direct or consequential damages incurred by Village as a result of such holding over, including any attorneys' fees arising from enforcement of this Lease. No holding over by LESSEE, whether with or without consent of Village, shall operate to extend this Lease except as otherwise expressly provided, and this Section shall not be construed as consent for LESSEE to retain possession of the Property.

SECTION 12: Assignment. LESSEE shall have no right to assign this Lease or sublet the Property without the prior written consent of the Village, which consent shall not be unreasonably withheld or delayed. Nothing in this Agreement shall limit LESSEE's right to authorize third parties to use the Property without the prior consent of the Village, provided that (a) such use is not exclusive, (b) such third-party use does not extend for more than 15 days in total (whether consecutive or otherwise), and (b) LESSEE remains fully responsible to the Village for the terms of this Lease.

SECTION 13: Mechanic's Liens. LESSEE has no express or implied authority to create or place any lien or encumbrance of any kind upon, or in any manner to bind the interest of Village. In the event that any lien or encumbrance is filed (or attempted to be filed) against the Property, LESSEE shall take immediate actions to discharge or remove such lien or encumbrance. Any failure to so remove or discharge any such lien or encumbrance within 30 days after its filing shall be deemed a material breach of this Lease and authorize the Village to terminate the Lease immediately subject to the notice provisions in Section 18.

SECTION 14: Remedies. The Parties shall be entitled to pursue any remedy authorized under law.

SECTION 15: Capital Improvements.

(a) During the Term of the Lease, LESSEE shall be required to make the capital improvements to the Property as set forth in and in accordance with **Exhibit C** attached hereto (the "***Capital Improvements***"), which Capital Improvements shall be undertaken and completed without cost or expense to the Village.. The Capital Improvements shall be installed in a good and workmanlike manner, consistent with industry standards, except as more particularly set forth in Exhibit C. In addition, LESSEE shall obtain all necessary permits and zoning variances

from the Village or other authorized governing body before making any of the Capital Improvements, and the Capital Improvements shall be undertaken and completed in accordance with all applicable laws, ordinances, codes, and regulations.

(b) LESSEE shall apply for such permits or variances in a timely manner. Should any of the permits and/or zoning variances not be approved (or approved subject to conditions unacceptable to LESSEE), LESSEE shall have the right to terminate this Lease subject to the notice provisions in Section 18, provided that such notice of termination (i) is exercised within 45 days after the determination regarding such permit or zoning variance and (ii) is effective within 75 days after such notice of termination.

SECTION 16: Eminent Domain. If during the Term the Property is condemned by another governmental body pursuant to the power of eminent domain (for example, if the Property is condemned pursuant to eminent domain for the purpose of expanding Illinois Route 53), the LESSEE shall be entitled to a portion of the proceeds from such condemnation in accordance with the **Exhibit D** attached to this Lease.

SECTION 17: Representations; Reporting.

(a) The Village represents as follows: 1) LESSEE shall have access to the water from the well located on the Menard's property at the southwest corner of the Menard's store near the lumber yard; 2) the irrigation plans call for a pump house that LESSEE can locate on the south side of the Property; 3) Menard's is responsible for installing a pedestal for electrical power at the midpoint of the soccer fields on the Property and that there is a power line installed along the south property line; 4) the electrical service line along the south property line is sufficient to serve a storage facility, bathrooms, a concession stand, and lights for the fields and parking lots. Should any of the representations of the Village be inaccurate, LESSEE shall have the right to immediately terminate this Lease subject to the notice provisions in Section 18.

SECTION 18: Notice. Any notice or communication required to be given to or served upon either party hereto shall be given or served by personal service, express overnight delivery or by mailing the same, postage prepaid, by United States registered or certified mail, return receipt requested, to the following addresses:

To LESSEE: _____
_____
_____
Attn: _____

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To Village:	**Village of Long Grove** **RFD 3110** **Long Grove, Illinois 60047** **Attn: David A. Lothspeich, Village Manager**
With copy to:	**Victor P. Filippini, Jr.** **Filippini Law Firm** **990 Grove Street, Suite 220** **Evanston, Illinois 60201**

SECTION 19: Entire Agreement. This Lease constitutes the complete agreement of Village and LESSEE with respect to the subject matter hereof. No representations, inducements, promises or agreements, oral or written, have been made by Village and LESSEE, or anyone acting on behalf of Village and LESSEE, which are not contained herein, and any prior agreements, promises, negotiations, or representations are superseded by this Lease. This Lease may not be amended except by an instrument in writing signed by both parties hereto.

SECTION 20: Breach; Termination.

(a) Except as otherwise set forth in this Lease, in the event of a material breach by either party of any term of this Lease, the non-breaching party shall notify the breaching party of the nature of such breach in accordance with Section 18 of this Agreement. In the event that the breaching party shall not have cured such breach within 30 days (or, if such breach is not capable of reasonably being cured within such 30-day period, such longer period of time not to exceed 90 days, provided that the breaching party immediately commences and diligently pursues such cure to completion), then the non-breaching party may terminate this Lease upon a further written notice in accordance with Section 18 hereof. In the event that the Village is the breaching party in a matter that materially prevents LESSEE from using the Property in accordance with this Lease, and in the event that the Village does not cure such breach after notice as provided above, LESSEE may terminate this Lease and then the LESSEE shall be entitled to a partial reimbursement for the Capital Improvements to the extent authorized under and in accordance with **Exhibit D** attached hereto.

(b) The Village may terminate this Agreement without cause upon 12-months' advanced notice in accordance with Section 18, but only in the event that the Village seeks to sell the Property, and only upon reimbursing the LESSEE in accordance with Exhibit D.

SECTION 21: Severability; Validity. If any provision of this Agreement is held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby.

[Signature page to follow.]

IN WITNESS WHEREOF, the Village and LESSEE have caused their duly authorized representatives to execute this Lease as of the Effective Date.

VILLAGE OF LONG GROVE

By:_____
Village President

ATTEST:

_____
Village Clerk

_____

By: _____
President

ATTEST:

_____
Secretary

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EXHIBIT A

Legal Description of Property

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EXHIBIT B

Maintenance Program

LESSEE will provide the initial set up and maintenance required to bring the fields into playable condition

The scope of the initial set up shall include, but not be limited to, the following:

a) Spread pulverized soil in low and worn areas along with topdressing;
b) Apply athletic field grass seed mix;
c) Fertilize; and
d) Water as needed.

The scope of the ongoing maintenance of the fields shall include but not limited to, the following

a) Mowing: Weekly mowing of all areas
b) Fertilizing: All turf areas shall be fertilized once in the Spring and once in the Fall.
c) Aerating: All turf areas shall be aerated once per year.
d) Paint or stripe soccer field areas every week during the fall/spring season
e) Supply, secure, maintain store and rotate the goals every season
f) Replace nets as needed
g) Provide porta potties
h) Regularly inspect and promptly (i) remove rocks, (ii) fill divots or (iii) correct any other conditions on the Property that may present a hazard to the users of the Property.

The scope of ongoing maintenance of the paved areas shall require regular inspection of, and prompt correction of, potholes or other material deficiencies in areas of the pavement.

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EXHIBIT C

Capital Improvements

Required Improvements:

a) Final layer of asphalt on Property parking lot within __ months after the Effective Date
b) Irrigation System and/or Water Wheel System on one or more fields within __ months after the Effective Date
c) Play surface upgrades (topdressing & seeding) within __ months after the Effective Date
d) Long Grove Soccer Park & Directional Signage within __ months after the Effective Date, which signage shall be subject to approval of the Village.

Optional Improvements:

- Temporary or Permanent Lights installed on one or more fields

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EXHIBIT D

Condemnation Schedule

In the event of condemnation pursuant to Section 16 or termination as provided in Section 20 of this Lease, and provided that LESSEE has completed the pavement work described in Exhibit C to this Lease, LESSEE shall be entitled to reimbursement (or recovery from a condemnation award) of the following percentage of the "certified costs" for such pavement work:

WITHIN 1 YEAR AFTER EFFECTIVE DATE	95%
2 YEARS AFTER EFFECTIVE DATE	85%
3 YEARS AFTER EFFECTIVE DATE	70%
4 YEARS AFTER EFFECTIVE DATE	55%
5 YEARS AFTER EFFECTIVE DATE	35%
6 YEARS AFTER EFFECTIVE DATE	15%
7 YEARS AFTER EFFECTIVE DATE	5%

For purposes herein, "certified costs" are the amounts expended by Lessee as evidenced by receipts and sworn contractor statements that are approved by the Village Engineer, which approval shall not be unreasonably withheld.

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