

STATE OF ILLINOIS
CITY OF COLUMBIA
FILED FOR RECORD

APR 20 2015

ORDINANCE NO. 3179

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE AN AGREEMENT WITH THE COLUMBIA ATHLETIC ASSOCIATION, THE COLUMBIA KHOURY LEAGUE, AND COLUMBIA UNIT SCHOOL DISTRICT 4 TO MEMORIALIZE THE RESPONSIBILITIES AND OBLIGATIONS OF EACH GROUP AND THE CITY REGARDING PARKS AND RECREATION IN THE CITY OF COLUMBIA, ILLINOIS

Wiley J. L.
City Clerk

WHEREAS, the City of Columbia, Illinois (hereinafter "the City") enjoys a growing network of parks and recreation facilities (with more than 120 acres publicly held for parks and recreation), supports numerous recreation programs through efforts of dedicated volunteers, and has been recognized as the flagship community in the region for designation as a "Playful City USA," an honor awarded nationally;

WHEREAS, growth in the City's parks and recreation system, increased population growth driving increased use of that system, and decreasing state and federal resources have increased the need for more support from volunteers and private agencies;

WHEREAS, in 2010 the City entered into a lease for the ball fields at American Legion Memorial Park, which culminated in the City's purchase of that property in 2013;

WHEREAS, the Columbia Khoury League (hereinafter "Khoury League") was instrumental in helping the City execute a seamless transition from the former owner;

WHEREAS, IN 2012 the City engaged the help of the Khoury League in scheduling use of ball fields at Bolm-Schuhkraft Memorial Park which were being underused;

WHEREAS, the Khoury League operates as a legal entity separate from the City and governed by an independently-elected Board of Directors;

WHEREAS, the Khoury League has begun a transition of activities and assets to the Columbia Athletic Association (hereinafter "CAA"), a newly formed not for profit organization focused on providing baseball & softball teams with high quality leagues, tournaments and practice fields;

WHEREAS, the Columbia Unit School District 4 (hereinafter "CUSD4") has enjoyed long-standing access to the aforementioned ball fields, is a junior taxing district with the primary purpose of fostering the mental and physical development of the city's youth, and is a partner to the City on many projects (including, most recently, set up of a batting cage in Bolm-Schuhkraft Park);

WHEREAS, the City, the CAA, CUSD4, and the Khouri League find it necessary and desirable to define their mutual responsibilities and obligations in an Agreement (hereinafter "Agreement").

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

Section 1. The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

Section 2. The City Council of the City of Columbia, Illinois, does hereby authorize the agreement with the CAA, CUSD4, and the Khouri League as set out in the attached Agreement, and does further authorize and direct the Mayor to execute and deliver this Agreement, in the form attached hereto, evidencing such an agreement with the CAA, CUSD4, and the Khouri League, which Agreement is hereby approved as to form, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

Section 3. This Ordinance shall be in full force and effect from and after its passage, as provided by law.

Alderman Niemietz moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Ebersohl, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Reis and Holtkamp.

NAYS: None.

ABSENT: Alderman Mathews.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor, this 20th day of April, 2015.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**AGREEMENT
between and among the
CITY OF COLUMBIA,
the
COLUMBIA KHOURY LEAGUE, INC.,
the
COLUMBIA ATHLETIC ASSOCIATION, INC.,
and
COLUMBIA UNIT SCHOOL DISTRICT 4**

This Agreement is made and entered into as of April 20, 2015 ("Effective Date") by and between the Columbia Khoury League, Inc., an Illinois not-for-profit corporation (hereinafter, "Khoury League"), the Columbia Athletic Association, Inc., an Illinois not-for-profit corporation (hereinafter, "Athletic Association"), Columbia Unit School District 4, an Illinois public school district (hereinafter, "District"), and the City of Columbia, an Illinois municipal corporation (hereinafter, "City").

WHEREAS, the City owns, operates and maintains real estate, buildings and other facilities, including ball fields at American Legion Memorial Park and Bolm-Schuhkraft Memorial Park, for recreational purposes and helps to facilitate numerous recreational programs; and

WHEREAS, the Khoury League is a not-for-profit organization which receives funds via registrations, sponsorships and fundraisers to support youth baseball activities; and

WHEREAS, the Khoury League has worked cooperatively with the City to facilitate use of the ball fields at American Legion Memorial Park in an orderly manner since the City began leasing the fields in 2011, and has also provided significant funds and labor to improve the fields each year; and

WHEREAS, the Khoury League has more recently worked with the City to facilitate use of the ball fields at Bolm-Schuhkraft Memorial Park for similar purposes; and

WHEREAS, the Athletic Association is a not-for-profit organization which received funds via registrations, sponsorships and fundraisers to support youth baseball activities; and

WHEREAS, the District is an educational district providing services city-wide and has a long-standing relationship with the City as to providing mutual support for many common purposes over a period of decades, and some of the District's facilities are adjacent to the Bolm-Schuhkraft Park, where the District has for many years provided improvements in return for use of the ball fields; and

WHEREAS, the City, the Khoury League, the Athletic Association, and the District wish to assure the continued success and growth of the City's parks and recreation system by memorializing the responsibilities and obligations of the Khoury League, the Athletic Association, the District and the City in continuing successful programs of youth baseball and maintaining the City's ball fields.

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THEREFORE, in consideration of the common goals and mutual efforts to support Columbia's parks and recreation system, the City, the Khoury League, the Athletic Association and the District agree as follows:

Section 1. Purpose

The City hereby establishes the Khoury League as its primary vendor March 1st through July 31st and the Athletic Association August 1st through the last day of February for scheduling play at the ball fields at American Legion Memorial Park and Bolm-Schuhkraft Memorial Park under the terms & conditions set out in the following Sections.

Section 2. Scheduling

- A. The Khoury League will be given "first use" rights to play on the ball fields during the baseball season (March 1st to July 31st), as well as the right to provide use during open time slots under an official field schedule that shall be maintained and coordinated by the Khoury League (with exceptions as noted below);
- B. The Athletic Association will be given rights to host a minimum of four tournaments on weekends (Friday to Sunday) to be mutually agreed upon by the Athletic Association and the Khoury League;
- C. From March 1st to July 31st, the Athletic Association will be given rights to schedule ball fields for practices for entities after Khoury League activities during weeknights and Saturdays, and all day Sundays. For any time slots not scheduled by the Athletic Association, they will become available for Khoury League usage seven (7) calendar days before that time slot. From August 1st through the last day of February, the Athletic Association will be given "first use" rights to use the ball fields.
- D. All organization, team and non-resident users will be required to provide proof of insurance naming the Khoury League, Athletic Association and City as additional insureds before being issued a use permit and being placed on the official field schedule;
- E. Records of field use and the required proof of insurance naming the City as an additional insured shall be kept on file by the Khoury League for a minimum of three years, and those records will be provided to the City annually;
- F. The Khoury League will provide one or more fields at all times for open play by the City's residents;
- G. Notwithstanding any provisions made elsewhere in this Section, the batting cages being installed through the efforts of the District at Bolm-Schuhkraft Park shall be exempt from the terms of this Agreement;
- H. Notwithstanding any provisions made elsewhere in this Section, the ball fields at Bolm-Schuhkraft Park shall be reserved for use of the District each week day that school is in session from 2:45 p.m. until 5:45 p.m. from March 1st through Memorial Day;

- I. Notwithstanding any provisions made elsewhere in this Section, the ball fields at American Legion Memorial Park shall be reserved for use of the District each week day that school is in session from 2:45 p.m. until 5:30 p.m. from March 1st through Memorial Day, providing that the District will make every attempt to use unlined (non-prepped) fields for its practice;
- J. Notwithstanding any provisions made elsewhere in this Section, the ball fields at American Legion Memorial Park shall be reserved for use of the District each week day that school is in session from 2:45 pm to 5:30 pm from August 1st through October 1st, providing that the District will make every attempt to use unlined (non-prepped) fields for its practice.

Section 3. Maintenance & Operation of Fields

- A. The Khoury League shall be responsible for the purchase and application of field conditioner to all fields;
- B. The Khoury League's Fields Manager shall determine the amount of field conditioner applied and the frequency at which it is applied to all fields;
- C. The City shall provide additional dirt for the infield as required;
- D. Maintenance of benches, dugouts, utilities, lights, fences, backstops and infields shall be the responsibility of the Khoury League;
- E. The Khoury League and Athletic Association shall be allowed to adhere sponsorship signage to fences at American Legion Memorial Park as permitted by the City of Columbia's Municipal Code and will be responsible for the maintenance and removal of said signage;
- F. Maintenance of trash pick-up, trees, grass, weeds, restrooms and buildings shall be the responsibility of the City;
- G. The Athletic Association shall maintain the ball fields August 1st through the last day of February annually;
- H. The Khoury League shall maintain the ball fields from March 1st through July 31st annually;
- I. The Khoury League shall be responsible for maintenance of the fence they have installed along the west boundary of American Legion Memorial Park;
- J. In return for continued "first use" rights as noted above, the Khoury League will undertake capital improvement(s) as approved each year, in advance, by the City Council.

Section 4. Insurance & Liability

- A. The Khoury League shall maintain current insurance policies for all of its employees, volunteers and equipment while maintaining the ball fields, and will verify current insurance for all players and teams that use the ball fields March 1st through July 31st, and those records will be provided to the City annually;
- B. The Athletic Association will verify current insurance for all players and teams that use the ball fields August 1st through the last day of February and those records will be provided to the City annually;
- C. The District will provide proof of current insurance to cover all players and teams that use the ball fields and said proof of insurance will be provided to the City annually.

Section 5. Fees

- A. Field use fees will be determined and collected by the Khoury League or the Athletic Association, as the case may be, during each entity's scheduling times, and will be separately accounted from fees collected on behalf of the City for Unrelated Field Use. "Unrelated Field Use" is defined as use of the fields for anything other than Khoury League or Athletic Association League and Tournament Activities. "League and Tournament Activities" is defined as use of the fields for games and practices by league and tournament participants;
- B. Fees collected by the Khoury League or the Athletic Association, as the case may be, on behalf of the City for Unrelated Field Use will only be used to offset the costs of supplies and maintenance required to complete capital improvement(s) each year as noted in Section 3 Paragraph J above and will be capped at a total of \$18,000 during the first two (2) years of this Agreement with the option for the City Council to establish a new cap in subsequent years as may be requested by the Khoury League or the Athletic Association;
- C. The schedule for fees cited in Paragraph B above shall be approved annually, in advance, by the City Council and proceeds shall be reported to the City in the monthly Treasurer's Report of the Khoury League and/or Athletic Association as described in Section 7 below.

Section 6. Field Use Rules

- A. The Khoury League will establish field use rules in conjunction with the existing Park Rules, and these rules will be provided to all field users;
- B. These rules will be enforced by the Khoury League and Athletic Association with the assistance of the City's Police Department, if needed.

Section 7. Record Keeping

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- A. The City and the Khoury League acknowledge and agree that the Khoury League correspondence, financial records, and all Khoury League documents are the property of the Khoury League and shall be kept separate and apart from all City records;
- B. The City and the Athletic Association acknowledge and agree that the Athletic Association correspondence, financial records, and all Athletic Association documents are the property of the Athletic Association and shall be kept separate and apart from all City records;
- C. The Khoury League and the Athletic Association shall maintain publicly available, updated copies of all enabling documents, including articles of incorporation, bylaws and any amendments thereto;
- D. The Khoury League and the Athletic Association shall prepare and reconcile on a monthly basis a Treasurer's Report. In addition, the Khoury League and the Athletic Association should provide annually to the City a financial report prepared in accordance with generally accepted accounting practices using cash basis accounting. The financial report shall be provided to the City on or before June 30 of each year of this Agreement.

Section 8. Independent Contractors

- A. In the performance of this Agreement, the City, the Khoury League, the Athletic Association and the District will be acting in an individual capacity and not as agents, employees, partners or joint ventures or associates of one another. The agent or employees of one shall not be construed to be the agents or employees of the other. City employees shall remain employees of the City, notwithstanding the fact that they may assist the District, the Khoury League and/or the Athletic Association.
- B. Neither the City nor its agents, volunteers, servants, employees or officials shall be responsible or liable for any claim or suit arising from contracts, agreements, understanding or arrangements made by the Athletic Association, the Khoury League or the District with any person or entity covering services or goods procured by the Athletic Association, the Khoury League or the District, or for the negligent or willful acts of the Athletic Association, the Khoury League or the District or those for whom the Athletic Association, the Khoury League or the District acts.

Section 9. Term

The initial term of the Agreement will be for five (5) years, effective April 20, 2015 through April 19, 2020. This Agreement may be renewed for additional five-year terms with the written consent of all parties.

Section 10. Dispute Resolution

The parties agree that if there is a dispute as to any provision of this Agreement or if any party materially breaches or fails to perform its obligations under this Agreement, the other parties may give notice in writing of the dispute or material breach. The parties agree to meet to resolve

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the dispute or material breach within thirty (30) days of receipt of the notice. If the parties fail to resolve the dispute within sixty (60) days of such longer period, if agree to in writing by the parties, the parties agree to bring in a mediator to help resolve the dispute.

Section 11. Notice

Any notice or notices required or permitted to be given pursuant to this Agreement shall be given by certified mail, postage prepaid, return receipt required, as follows:

To the City:
City of Columbia
208 S. Rapp Ave.
Columbia, IL 62236

To the Athletic Association:
Columbia Athletic Association
c/o Crowder & Scoggins, Ltd.
P.O. Box 167
Columbia, IL 62236-0167

To the District:
Columbia Unit School District 4
5 Veterans Pkwy.
Columbia, IL 62236

To the Khoury League:
Columbia Khoury League
P.O. Box 713
Columbia, IL 62236

Section 12. Termination

Any party to this Agreement may terminate its rights and obligations under the Agreement by delivering written notice of termination to the other parties at least ninety (90) days prior to the effective date of such termination.

Section 13. Governing Law and Venue

This Agreement shall be deemed to be an Illinois contract and shall be governed as to all matters whether of validity, interpretations, obligations, performance or otherwise exclusively by the law of the State of Illinois and all questions arising with respect thereto shall be determined in accordance with such laws. Regardless of where actually delivered and accepted, this Agreement shall be deemed to have been delivered and accepted by the parties in the State of Illinois. The Athletic Association, the Khoury League and the District shall comply with all federal, state and local statutes, ordinances, and regulations now in effect or thereafter adopted, in the performance of its obligations set forth herein. Any and all suits for any claims or for any and every breach of dispute arising out of this Agreement shall be maintained in the appropriate

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court of competent jurisdiction in Monroe County, Illinois.

Section 14. Severability

Any provision of this Agreement which is prohibited or unenforceable shall be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining provisions thereof.

Section 15. Entire Agreement

The parties agree that this writing constitutes the entire agreement of the parties and that there may be no modification to this Agreement, except in writing, executed by the authorized representatives of the City, the Athletic Association, the Khoury League and the District.

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As evidenced by their agreement to the terms and conditions set forth herein, the parties affix their authorized signatures hereto:

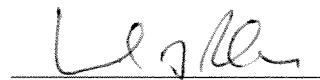
CITY OF COLUMBIA, ILLINOIS



Honorable Kevin B. Hutchinson, Mayor

Date: 4 / 20 / 2015

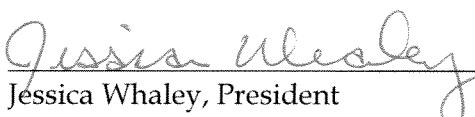
COLUMBIA ATHLETIC ASSOCIATION, INC.



Mark S. Rohr, Vice President

Date: 4 / 20 / 2015

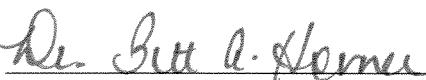
COLUMBIA KHOURY LEAGUE, INC.



Jessica Whaley, President

Date: 4 / 20 / 2015

COLUMBIA UNIT SCHOOL DISTRICT 4



Beth Horner, EdD., Assistant Superintendent of Schools

Date: 5 / 26 / 15