

CITY OF COLUMBIA, ILLINOIS
ORDINANCE NO. 3512

**AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF COLUMBIA,
ILLINOIS TO EXECUTE A FIELD USE AGREEMENT BETWEEN THE CITY,
COLUMBIA ATHLETIC ASSOCIATION AND COLUMBIA COMMUNITY UNIT
SCHOOL DISTRICT 4**

WHEREAS, the City of Columbia (“City”), Monroe and St. Clair Counties, Illinois is a duly created, organized and validly existing municipality of the State of Illinois under the 1970 Illinois Constitution and the laws of the State of Illinois, including particularly the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto; and

WHEREAS, the City Council adopted Ordinance No. 3179 on April 20, 2015, which approved an agreement between the City, Columbia Khouri League (“CKL”), Columbia Athletic Association (“CAA”), and Columbia Community Unit School District 4 (“CUSD 4”) regarding the use and scheduling of the American Legion and Bolm-Schuhkraft Park ballfields; and

WHEREAS, the CKL is now defunct and said agreement expires on April 30, 2020; and

WHEREAS, the City desires to renew said agreement, with the CAA assuming the former roles and responsibilities of the CKL.

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

- Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated 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 approve said agreement, which is attached hereto, and hereby authorizes and directs the Mayor to sign and execute said agreement.
- Section 3.** This Ordinance shall take full force and effect immediately upon passage by the Corporate Authorities.

PASSED by the City Council and **APPROVED** by the Mayor of the City of Columbia, Illinois and deposited and filed in the office of the City Clerk on the 20th day of April 2020, the vote being taken by ayes and noes and entered upon the legislative record as follows:

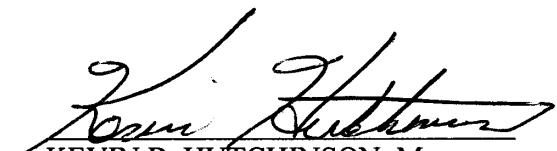
AYES: Aldermen Ebersohl, Agne, Niemietz, Roessler, Huch, Holtkamp, Martens, and Riddle.

NOES: None.

ABSTENTIONS: None.

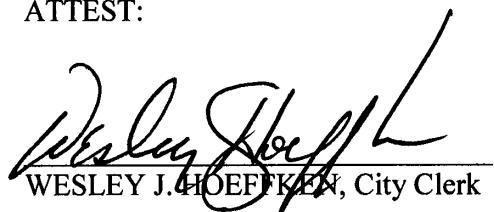
ABSENT: None.

APPROVED:



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

AGREEMENT – CITY/ATHLETIC ASSOC. /SCHOOL DISTRICT

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

This Agreement is made and entered into as of May 1, 2020 ("Effective Date") by and among 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 Athletic Association is a not-for-profit organization which received funds via registrations, sponsorships and fundraisers to support youth athletic activities; and

WHEREAS, the Athletic Association has worked cooperatively with the City to facilitate use of the ball fields at American Legion Memorial Park and Bohm-Schuhkraft Memorial Park in an orderly manner and has also provided significant funds and labor to improve the fields; 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 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, the Athletic Association, the District and the City in continuing successful programs of youth athletic programs and maintaining the City's ball fields.

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

Section 1. Purpose

The City hereby establishes the Athletic Association as its primary vendor 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.

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Section 2. Scheduling

- A. The Athletic Association will be given “first use” rights to play, including but not limited to tournaments, on the ball fields during the entire calendar year;
- B. All organizations, teams and non-resident users authorized by the Athletic Association will be required to provide proof of insurance naming the Athletic Association and City as additional insureds before being issued a use permit and being placed on the official field schedule;
- C. Records of field use and the required proof of insurance naming the City as an additional insured shall be kept on file by the Athletic Association for a minimum of three years, and those records will be provided to the City annually;
- D. The Athletic Association will provide one or more fields at all times for open play by the City's residents;
- E. Notwithstanding any provisions made elsewhere in this Section, the batting cages that were installed through the efforts of the District at Bolm-Schuhkraft Park shall be exempt from the terms of this Agreement;
- F. Notwithstanding any provisions made elsewhere in this Section, the ball field 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;
- G. 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;
- H. 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 Athletic Association shall be responsible for the purchase and application of field conditioner to all fields;
- B. The Athletic Association'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 infields as required;

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- D. Maintenance of benches, dugouts, utilities, lights, fences, backstops and infields shall be the responsibility of the Athletic Association;
- E. The 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 City shall mow the fields at least once each week on Tuesdays, weather permitting. The City shall monitor field conditions and, as needed, do a second weekly mowing on Fridays, weather permitting.
- H. Except as otherwise provided herein the Athletic Association shall maintain the ball fields;
- I. The Athletic Association shall be responsible for maintenance of the fence the Columbia Khouri League installed along the west boundary of American Legion Memorial Park;
- J. In return for continued "first use" rights as noted above, the Athletic Association will undertake capital improvement(s) as approved each year, in advance, by the City Council.

Section 4. Insurance & Liability

- A. The Athletic Association 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 and those records will be provided to the City annually;
- B. The Athletic Association will verify current insurance for all players and teams that it authorizes to use the ball fields 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 Athletic Association 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 Athletic Association and Tournament Activities. "Athletic Association and Tournament Activities" is defined as use of the fields for games and practices by Athletic Association and tournament participants;

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- B. Fees collected by the Athletic Association 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 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 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 Athletic Association as described in Section 7 below.

Section 6. Field Use Rules

- A. The Athletic Association 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 Athletic Association with the assistance of the City's Police Department, if needed.

Section 7. Record Keeping

- A. 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;
- B. The Athletic Association shall maintain publicly available, updated copies of all enabling documents, including articles of incorporation, bylaws and any amendments thereto;
- C. Athletic Association shall prepare and reconcile on a monthly basis a Treasurer's Report. In addition, 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 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, 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,

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understanding or arrangements made by the Athletic Association, or the District with any person or entity covering services or goods procured by the Athletic Association or the District, or for the negligent or willful acts of the Athletic Association or the District or those for whom the Athletic Association, or the District acts.

Section 9. Term

The initial term of the Agreement will be effective May 1, 2020 and terminate May 30, 2025. This Agreement shall automatically be renewed for additional one-year terms unless any party gives the other written notice at least 90 days before expiration of the then-current term.

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 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

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Section 12. 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 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 court of competent jurisdiction in Monroe County, Illinois.

Section 13. 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 14. 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, 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: 4/27/2020

COLUMBIA ATHLETIC ASSOCIATION, INC.

Mark S. Rohr, Vice President

Date: ____/____/____

COLUMBIA COMMUNITY UNIT SCHOOL DISTRICT 4



Dr. Victor Buehler, Interim Superintendent of Schools

Date: 4/23/2020