

## ORDINANCE NO. 3109

JUL - 7 2014

AN ORDINANCE TO AUTHORIZE THE MAYOR OF THE CITY OF COLUMBIA, ILLINOIS TO EXECUTE A MEMORANDUM OF UNDERSTANDING WITH THE COLUMBIA KHOURY LEAGUE TO MEMORIALIZE THE RESPONSIBILITIES AND OBLIGATIONS OF THE KHOURY LEAGUE AND THE CITY REGARDING PARKS AND RECREATION IN THE CITY OF COLUMBIA, ILLINOIS

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

WHEREAS, the City and the Khoury League find it necessary and desirable to define their mutual responsibilities and obligations in a Memorandum of Understanding (hereinafter "MOU").

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 Khoury League as set out in the attached MOU, and does further authorize and direct the Mayor to execute and deliver this MOU, in the form attached hereto, evidencing such an agreement with the Khoury League, which

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

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

NAYS: None.

ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor, this 7th day of July, 2014.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



WESLEY J. HOEFFKEN, City Clerk

(SEAL)

**MEMORANDUM OF UNDERSTANDING – CITY OF COLUMBIA/KHOURY LEAGUE**

**MEMORANDUM OF UNDERSTANDING  
between the  
CITY OF COLUMBIA  
and the  
COLUMBIA KHOURY LEAGUE, INC.**

This Memorandum of Understanding (MOU) is made is made and entered into as of July 7, 2014 ("Effective Date") by and between the Columbia Khoury League, Inc., an Illinois not-for-profit corporation (hereinafter, "Khoury League"), 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;

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

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;

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 City and the Khoury League 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 and the City in continuing successful programs of youth baseball 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 and the Khoury League agree as follows:

**Section 1. Purpose**

The City hereby establishes the Khoury League 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.

**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;

**MEMORANDUM OF UNDERSTANDING – CITY OF COLUMBIA/KHOURY LEAGUE**

- B. All users will be required to provide proof of insurance, individual or team, 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 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;
- D. The Khoury League will provide one or more fields at all times for open play by the City's residents.

**Section 3. Maintenance & Operation of Fields**

- A. The Khoury League shall be responsible for the purchase and application of field conditioner to all fields; 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;
- B. The City shall provide additional dirt for the infield as required;
- C. Maintenance of benches, fences, dugouts and infields shall be the responsibility of the Khoury League;
- D. The Khoury League will maintain any and all fences that they may install, at the Khoury League's expense, along or near property lines at American Legion Memorial Park and Bolm-Schuhkraft Memorial Park, and such installation shall be made only after obtaining the appropriate permit(s) from the City;
- E. Maintenance of utilities, lights, trash pick-up, trees, grass, weeds, restrooms and buildings shall be the responsibility of the City;
- F. The City shall maintain the ball fields from August 1st thru February 28th annually;
- G. The Khoury League shall maintain the ball fields from March 1st thru July 31st annually;
- H. Each year, in return for continued "first use" rights as noted above, the Khoury League will undertake a major capital improvement, which will be approved by the City before its execution.

**Section 4. Insurance & Liability**

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, and those records will be provided to the City annually.

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**Section 5. Fees**

Field use fees will be determined and collected by the Khoury League and will be used to offset the costs of maintenance expenditures.

**Section 6. Field Use Rules**

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

**Section 7. Record Keeping**

- A. The City and the Khoury League acknowledge and agree that all 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 Khoury League shall maintain publicly available, updated copies of all of its enabling documents, including its articles of incorporation, bylaws and any amendments thereto;
- C. The Khoury League shall prepare and reconcile on a monthly basis a Treasurer's Report. In addition, the Khoury League should provide annually to the City a financial report prepared in accordance with *Statement of Financial Accounting Standards 117 "Financial Statements for Not-for-Profit Organizations."* The financial report shall be provided to the City on or before June 30 of each year during this MOU.

**Section 8. Independent Contractors**

- A. In the performance of this MOU, both the City and the Khoury League 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 Khoury League.
- 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, understandings or arrangements made by the Khoury League with any person or entity covering services or goods procured by the Khoury League, or for the negligent or willful acts of the Khoury League or those for whom the Khoury League acts.

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**Section 9. Term**

The initial term of the MOU will be for five (5) years, effective July 7, 2014 through July 7, 2019. This MOU may be renewed for additional five-year terms with the written consent of both parties.

**Section 10. Dispute Resolution**

The parties agree that if there is a dispute as to any provision of this MOU or if either party materially breaches or fails to perform its obligations under this MOU, the other party 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 notice or such longer period, if agreed 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 MOU 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 Khoury League:

Columbia Khoury League  
P.O. Box 713  
Columbia, IL 62236

**Section 12. Termination**

This MOU may be terminated by either party by delivering written notice of termination to the non-terminating party at least ninety (90) days prior to the effective date of any termination.

**Section 13. Governing Law and Venue**

This MOU 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 MOU shall be deemed to have been delivered and accepted by the parties in the State of Illinois. The

*MEMORANDUM OF UNDERSTANDING – CITY OF COLUMBIA/KHOURY LEAGUE*

Khoury League 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 MOU shall be maintained in the appropriate court of competent jurisdiction in Monroe County, Illinois.

**Section 14. Severability**

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

**Section 11. Entire Agreement**

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

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

CITY OF COLUMBIA, ILLINOIS

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Honorable Kevin B. Hutchinson, Mayor

COLUMBIA KHOURY LEAGUE, INC.

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Dan Voelkel, President