

CITY OF COLUMBIA, ILLINOIS

ORDINANCE NO. 2881

AN ORDINANCE TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF COLUMBIA, ILLINOIS, MONROE COUNTY, ILLINOIS, THE CITY OF WATERLOO, ILLINOIS, AND THE VILLAGES OF MAEYSTOWN, ILLINOIS AND VALMEYER, ILLINOIS FOR THE COOPERATIVE DEVELOPMENT AND MANAGEMENT OF THE MONROE COUNTY WELCOME CENTER

**Adopted by the
City Council
of the
City of Columbia, Illinois
this 18th day of July, 2011**

**Published in pamphlet form by
authority of the City Council
of the City of Columbia,
Illinois, this 18th day of July, 2011**

JUL 18 2011

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City Clerk

WHEREAS, an Intergovernmental Agreement for the operation of the Monroe County Welcome Center ("Welcome Center") is proposed to be made and entered into by and among the following local jurisdictions: the City of Columbia, Illinois ("Columbia"); Monroe County, Illinois ("Monroe County"); the City of Waterloo, Illinois ("Waterloo"); and the Villages of Maeystown, Illinois ("Maeystown"); and Valmeyer, Illinois ("Valmeyer"); all hereinafter collectively referred to as the "Stakeholders";

WHEREAS, Columbia owns and has developed the Welcome Center and has agreed to operate and manage it on behalf of and in cooperation with the other Stakeholders;

WHEREAS, the Stakeholders wish to set forth their agreement on the operation, funding and management of the Welcome Center;

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 and direct the Mayor to execute and deliver an Intergovernmental Agreement entitled "An Intergovernmental Agreement By and Among the City of Columbia, Illinois, Monroe County, Illinois, the City of Waterloo, Illinois, and the Villages of Maeystown, Illinois, and Valmeyer, Illinois", in the form attached hereto, containing various provisions and agreements by and among the aforementioned Stakeholders, which Intergovernmental 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. All resolutions or ordinances or parts of resolutions or ordinances in conflict herewith, to the extent of such conflict, are hereby changed and amended to be read and applied to be consistent with the provisions of this Ordinance and preempted thereby; and to the extent such conflict cannot be cured by amendment, to the extent of such conflict, are hereby repealed.

Section 4. This Ordinance shall be in full force and effect following its passage and publication in pamphlet form, as provided by law.

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

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

NAYS: None.

ABSENT: Alderman Piazza.


ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 18th day of July, 2011.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF PUBLICATION

I, J. Ronald Colyer, certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois.

I further certify that on the 18th day of July, 2011 the Corporate Authorities of the City of Columbia, Illinois, passed and approved Ordinance No. 2881 entitled:

“AN ORDINANCE TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF COLUMBIA, ILLINOIS, MONROE COUNTY, ILLINOIS, THE CITY OF WATERLOO, ILLINOIS, AND THE VILLAGES OF MAEYSTOWN, ILLINOIS AND VALMEYER, ILLINOIS FOR THE COOPERATIVE DEVELOPMENT AND MANAGEMENT OF THE MONROE COUNTY WELCOME CENTER”

which provided by its terms that it should be published in pamphlet form.

The pamphlet form of Ordinance No. 2881, including the ordinance and a cover sheet thereof, was prepared, and a copy of such ordinance was posted in the Columbia City Hall, commencing on July 19, 2011 and continuing for at least ten (10) days thereafter. Copies of such ordinance were also made available for public inspection upon request in the office of the City Clerk.

DATED at Columbia, Illinois this 18th day of July, 2011.


J. RONALD COLYER, City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

CERTIFICATE OF TRUE COPY

I, J. Ronald Colyer, hereby certify that I am the duly elected and acting City Clerk of the City of Columbia, Illinois, and as such I am the keeper of the books, records, files and corporate seal of said City.

I do further certify that Ordinance No. 2881 entitled:

“AN ORDINANCE TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE CITY OF COLUMBIA, ILLINOIS, MONROE COUNTY, ILLINOIS, THE CITY OF WATERLOO, ILLINOIS, AND THE VILLAGES OF MAEYSTOWN, ILLINOIS AND VALMEYER, ILLINOIS FOR THE COOPERATIVE DEVELOPMENT AND MANAGEMENT OF THE MONROE COUNTY WELCOME CENTER”

to which this certificate is attached, is a true, perfect, complete and correct copy of said ordinance as adopted at a regular meeting of the Columbia, Illinois, City Council held on the 18th day of July, 2011.

IN WITNESS WHEREOF, I have made and delivered this certificate for the uses and purposes hereinabove set forth this 18th day of July, 2011.


J. RONALD COLYER, City Clerk

(SEAL)

**AN INTERGOVERNMENTAL AGREEMENT
BY AND AMONG THE CITY OF COLUMBIA, ILLINOIS, MONROE
COUNTY, ILLINOIS, THE CITY OF WATERLOO, ILLINOIS, AND THE
VILLAGES OF MAEYSTOWN, ILLINOIS AND VALMEYER, ILLINOIS**

This Intergovernmental Agreement is made and entered into by and among the City of Columbia, Illinois ("Columbia"); Monroe County, Illinois ("Monroe County"); the City of Waterloo, Illinois ("Waterloo"); and the Villages of Maeystown, Illinois ("Maeystown"); and Valmeyer, Illinois ("Valmeyer"); all hereinafter collectively referred to as the "Stakeholders"; and effective the last date written below, as follows:

PREMISES FOR AGREEMENT:

WHEREAS, the Stakeholders will cooperatively operate, fund and manage the visitor center and museum called the Monroe County Welcome Center (hereinafter referred to as "Welcome Center"), which is currently located in Stone Arch Park to the southwest of the intersection of Gall Rd. and Illinois Route 3 in Columbia, Illinois, approximately three (3) miles southeast of I-255;

WHEREAS, Section 10 (Intergovernmental Cooperation) of Article VII (Local Government) of the 1970 Illinois Constitution allows and provides that units of local government (such as parties to this Agreement) may contract or otherwise associate with each other to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay the costs related thereto;

WHEREAS, the Stakeholders are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act ("Act") as specified at 5 ILCS 220/1, et seq., and are authorized by Article 7 Section 10 of the Constitution of the State of Illinois to cooperate for public purposes;

WHEREAS, pursuant to the enabling constitutional authority aforesaid, Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3) allows and provides that any power, privilege, function or authority which may be exercised by a public agency of the State of Illinois may be exercised, combined, transferred and enjoyed jointly with any other Illinois public agency except as otherwise prohibited by law;

WHEREAS, Columbia owns and has developed the Welcome Center and has agreed to operate and manage it on behalf of and in cooperation with the other Stakeholders;

WHEREAS, the Stakeholders wish to set forth their agreement on the operation, funding and management of the Welcome Center;

NOW, THEREFORE, THE PREMISES CONSIDERED, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

Section 1. Each of the recitals contained above in the preamble of this Agreement are expressly incorporated herein and made a part of this Agreement.

Section 2. Individuals signing this Agreement have been authorized to enter into and execute this Agreement on behalf of the Stakeholders, under the direction or approval of each governing body, commission, board, officers, members or representatives, and to legally bind their respective agency.

Section 3. APPOINTMENT
The Stakeholders shall participate in a Steering Committee, coordinated by Columbia, which will set policy and procedures governing the management and the operation of the Welcome Center under the terms and conditions of this Agreement. The Stakeholders hereby appoint Columbia to manage and operate the Welcome Center within the terms and conditions herein, which include a Budget and Plan of Operation developed by the Steering Committee and approved by Stakeholders.

Section 4. MEMBERSHIP
The Steering Committee shall be composed of at least one appointed member from Columbia, Maestown, Monroe County, Valmeyer, and Waterloo to represent the interests of each jurisdiction upon the signing of this Agreement. More than one representative may attend meetings and participate in deliberations. Each Stakeholder will have one (1) vote.

Section 5. BUDGET AND PLAN OF OPERATION
The Steering Committee will prepare an annual Budget and Plan of Operation, subject to approval of the Stakeholders, with each Agency being responsible for such payments as shall be necessary to support the Budget as approved. No expenditure shall be made in excess of the approved budget without the further approval of all Stakeholders. The appropriated funds shall be dedicated to the management and operation of the Welcome Center under the terms and conditions of this Agreement. Assessments for this budget shall be on a per capita basis unless otherwise approved by the Stakeholders.

Section 6. TERM
This Agreement shall be for a term of five (5) years from the last date written below, and shall be renewable for subsequent terms of five (5) years upon the anniversary of that date. Sixty (60) days prior to the end of each five year term, Columbia shall submit notice to the Stakeholders, as provided in Section 18 herein, of its proposed intent to provide the services described herein for the following five year term. The Stakeholders shall respond with acceptance, counter offer or a thirty (30) day notice of non-renewal within thirty (30) days after the notice is sent. If the parties are negotiating on new terms while this Agreement expires, it shall operate on a month-to-month basis until the Agreement is amended. Termination of the Agreement while it is renewed on a month-to-month basis shall require at least thirty (30) days notice by the party desiring termination.

Section 7. DUTIES

Operating under the guidance of the Steering Committee aforementioned in Section 4, Columbia shall operate the Welcome Center as a visitor center and museum, observing all applicable federal, state and local laws, ordinances, rules and regulations currently in force or subsequently adopted for the operation of such a facility. The Stakeholders hereto agree that the Welcome Center, as operated by Columbia, shall remain open for such days and hours as best serve the needs of the travelling public. Columbia will retain supplies of promotional materials at the Welcome Center as supplied by representatives of tourism interests, businesses, events and attractions from Columbia, Maeystown, Monroe County, Valmeyer, and Waterloo as long as each Stakeholder meets and maintains the terms of this Agreement.

The Welcome Center will promote and enhance tourism on behalf of the Stakeholders through the following activities:

1. Responding to in-person requests for information regarding tourist attractions and services at the Welcome Center in a customer-friendly manner;
2. Serving as liaison with other Welcome Centers and other tourism organizations as deemed appropriate;
3. Distributing street maps, brochures, pamphlets, cards, CDs, DVDs or other materials as provided by the Stakeholders and/or through the Tourism Bureau Southwestern Illinois or its successor(s);
4. Promoting public recognition of the heritage of Monroe County, including but not limited to increasing public appreciation of the historic role of the Cahokia-Kaskaskia Trail in settlement of the Illinois territory.

Section 8. ADDITIONAL SERVICES

If additional services are deemed necessary for the maintenance and operation of the Welcome Center, which would create expenses beyond those included in their current Budget and Plan of Operation adopted by the Steering Committee, written request shall be made to the Steering Committee and Stakeholders prior to such activity. Columbia shall be compensated for any additional services and/or events with such compensation to include reimbursement for costs, time and materials and a fee for services as agreed between the parties prior to such activity.

Section 9. FISCAL YEAR

The fiscal year for the purposes of this agreement shall be May 1 to April 30. It is anticipated that the Welcome Center will initially operate from April 1 to October 30, with this operating period being subject to revision by the Steering Committee.

Section 10. REPORTS

Within 30 days after the end of each quarter of operation, Columbia will report to the Stakeholders the number of visitors to the Welcome Center and other pertinent information it may receive from other agencies. By July 1 of each year, Columbia will file an annual report with the Stakeholders for the preceding fiscal year updating and summarizing the information contained in the quarterly reports.

Section 11. LOCATION

The Welcome Center is located in Stone Arch Park, southwest of the intersection of Gall Rd. and Illinois Route 3, in Columbia, Illinois, approximately three (3) miles southeast of I-255.

Section 12. FURNITURE AND EQUIPMENT

Columbia has furnished the Welcome Center with furniture and equipment to adequately maintain the Welcome Center. Ownership of said initial furniture and equipment on the premises at the expiration of this Agreement remains with Columbia. The Stakeholders are under no obligation to provide additional furniture or equipment or to replace existing furniture or equipment. Furniture or equipment acquired or replaced by the Stakeholders for use on the premises during the term of this Agreement shall belong to the respective Stakeholder providing the furniture or equipment.

Section 13. MAINTENANCE AND REPAIR

The Stakeholders shall be responsible for maintenance and repairs at the Welcome Center premises, including telephone and utilities so long as it remains at the current location. These expenses shall be included in the Budget and Plan of Operation prepared by the Steering Committee and shall not be exceeded without the further approval of all Stakeholders. Other improvements to the premises shall be completed pursuant to Section 8 above.

Section 14. INSURANCE AND INDEMNIFICATION

Columbia shall provide all risk, fire and casualty insurance coverage for the Welcome Center under its comprehensive liability insurance in the minimum amount of One Million Dollars (\$1,000,000) per occurrence. Columbia will deliver to the other Stakeholders a copy of said insurance policy and a certificate of insurance showing the same to be in full force and effect. Notwithstanding the above, Columbia will not indemnify the other Stakeholders for damages caused by their negligence.

Section 15. RELATIONSHIP BETWEEN PARTICIPANTS

The Stakeholders acknowledge that they are independent of one another. None has the authority to bind the other(s) to any third party or otherwise to act in any way as the representative of the other(s) unless otherwise expressly agreed to in writing and signed by all affected parties.

Section 16. SEVERABILITY

Each part of this Agreement shall be construed in conjunction with all other parts, but if any part is held to be invalid, the remainder of this Agreement shall not be impaired.

Section 17. COUNTERPARTS

This Agreement may be executed in five or more counterparts, each of which shall be deemed a duplicate original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

Section 18. NOTICE

Any notice, payment and quarterly/annual reports required under this Agreement shall be addressed as follows:

Mayor

City of Columbia
208 S. Rapp Ave.
Columbia, IL 62236
P: (618) 281-7144

President

Village of Maeystown
1030 Mill St.
Maeystown, IL 62256
P: (618) 458-6566

Chair

Monroe County Board of
Commissioners
100 S. main St.
Waterloo, IL 62298
P: (618) 939-8681

Mayor

City of Waterloo
100 W. Fourth St.
Waterloo, IL 62298
P: (618) 939-8600

President

Village of Valmeyer
626 S. Meyer Ave.
Valmeyer, IL 62295
P: (618) 935-2131

Section 19. INTERPRETATION/INTEGRATION

This Agreement contains the entire understanding between the parties and, upon its execution, it shall be a final expression of the agreement between the parties which can only be modified in writing. It supersedes any previous communication, representation, agreement and understanding, oral or written, between the parties. Each party specifically acknowledges and agrees that it has neither made nor relied upon any representation in entering into this Agreement other than those specifically set forth herein. The nouns, pronouns, and verbs used in this Agreement shall be construed as being of such number and gender as the context may require. Paragraph headings used herein are for convenience only and shall

not be used to interpret or construe the provisions of this Agreement. No provision of this Agreement shall be interpreted or construed against any party because that party or its legal representative drafted it.

Section 20. WAIVER/DURABILITY OF RIGHTS

If any party hereto waives any of its rights hereunder for a specific instance or fails at any time, or from time-to-time, to exercise any of its rights, such action or inaction shall not be deemed a waiver of any other or subsequent rights under this Agreement nor will it, in any way, hinder such party from subsequently asserting or exercising any such rights.

Section 21. BREACH

No alleged breach of the Stakeholders' duties hereunder shall be deemed material unless the Stakeholders receive written notice of the alleged breach pursuant to Section 18 and fail to cure the breach within sixty (60) days after receipt of notice.

Section 22. DISPUTE RESOLUTION

The Stakeholders shall make a good faith attempt to resolve any differences or disputes arising in connection with this Agreement by mutual consultation. If any dispute cannot be settled through mutual consultation, the Stakeholders agree to seek mediation services. Should the parties continue to disagree, such disagreement shall be placed in writing and shall serve as the basis for a notice of termination for convenience.

Section 23. FURTHER ASSURANCES

The Stakeholders shall continue to use all of their skills, knowledge and efforts to effectuate the objectives of this Agreement and shall perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

Section 24. AUDIT

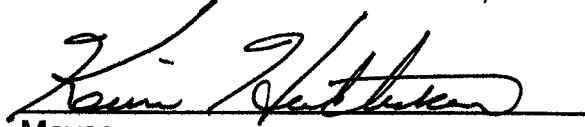
Each of the Stakeholders shall have the right, upon reasonable notice, to audit the financial records related to the Welcome Center for a period of five years after the date of appropriation of each year's funds. Columbia shall retain all financial records pertaining to the Welcome Center.

Intergovernmental Agreement – Monroe County Welcome Center

IN WITNESS WHEREOF, THE FOLLOWING PARTIES, BY THEIR DULY AUTHORIZED OFFICERS, HAVE ENTERED INTO THIS AGREEMENT EFFECTIVE THE LAST DATE WRITTEN BELOW:

CITY OF COLUMBIA, ILLINOIS

By:

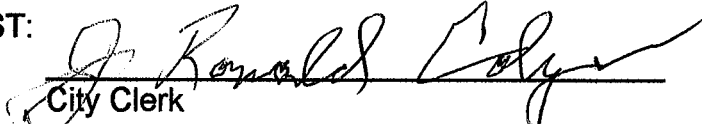


Mayor

Date:

10-10-11

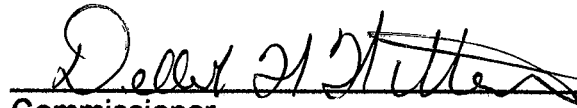
ATTEST:



City Clerk

MONROE COUNTY, ILLINOIS

By:

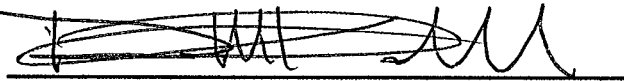


Commissioner

Date:

10-3-11

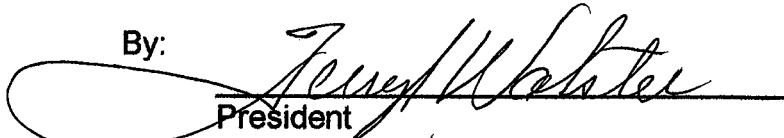
ATTEST:



County Clerk

VILLAGE OF MAEYSTOWN, ILLINOIS

By:



President

Date:

9/6/11

ATTEST:



Village Clerk

Intergovernmental Agreement – Monroe County Welcome Center

VILLAGE OF VALMEYER, ILLINOIS

By:



President

Date:

October 4, 2011


ATTEST:



Village Clerk

CITY OF WATERLOO, ILLINOIS

By:

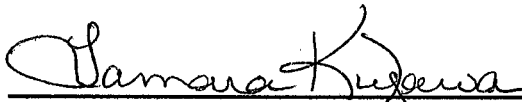


Mayor

Date:

October 5, 2011

ATTEST:



City Clerk-Deputy