

ORDINANCE NO. 2803

SEP 07 2010

AN ORDINANCE APPROVING AGREEMENT AMONG THE CITY OF COLUMBIA, ILLINOIS, PARTNERS FOR MONROE COUNTY, AND ST. PAUL EVANGELICAL LUTHERAN CHURCH TO COOPERATIVELY ENGRAVE PAVERS FOR THE COURTYARD OF THE MONROE COUNTY WELCOME CENTER, A TOURISM FACILITY IN COLUMBIA, ILLINOIS

J. Ronald Colyer
City Clerk

WHEREAS, the City of Columbia is currently in the process of restoring the former Shoemaker School near the intersection of Gall Rd. and Illinois Route 3 into the Monroe County Welcome Center & School Museum (hereinafter "Welcome Center"), the purpose of which is to promote tourism county-wide and to preserve the historic contribution of one-room schools to the local educational system;

WHEREAS, the courtyard of the Welcome Center is being developed with granite slabs and stone pavers in such a manner as to commemorate the 60+ historic schools which at one time operated across Monroe County;

WHEREAS, Partners for Monroe County, an Illinois Charitable Trust (hereinafter referred to as "Monroe Partners") is currently in the process of restoring the Sand Bank School near the intersection of Old Bluff Rd. and Sand Bank Rd.;

WHEREAS, St. Paul Evangelical Lutheran Church, (hereinafter referred to as "the Church") has been working for several years to restore the former St. Paul Lutheran School on Liberty St.;

WHEREAS, all three efforts must raise additional funds in order to complete their respective projects, and all three groups can benefit from joint promotion;

WHEREAS, Monroe Partners and the Church are willing to enter into an Agreement with the City to engrave the pavers in the courtyard of the Welcome Center so as to commemorate students and teachers; and

WHEREAS, the Columbia City Council has found this Agreement to be in the best interests of the citizens of Columbia.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Section 1. The recitals listed above are hereby incorporated as if fully stated herein.

Section 2. The Agreement attached hereto is hereby approved as to form, and the Mayor is hereby authorized and directed to execute the same on behalf of the City,

in as many counterparts as the Mayor shall decide, 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 take effect upon its passage as provided by law.

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

YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Hejna, Oberkfell, Stumpf and Roessler.

NAYS: None.

ABSENT: None.

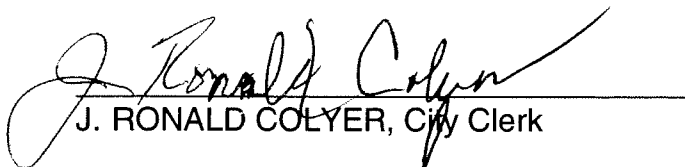
ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor, this 7th day of September 2010.



KEVIN B. HUTCHINSON, Mayor

ATTEST:



J. RONALD COLYER, City Clerk

(SEAL)

Paver Engraving Agreement – Monroe County Welcome Center – 2010

PAVER ENGRAVING AGREEMENT
CITY OF COLUMBIA – PARTNERS FOR MONROE COUNTY – ST. PAUL
EVANGELICAL LUTHERAN CHURCH

THIS AGREEMENT is made and entered by and among the City of Columbia, an Illinois municipal corporation (hereinafter referred to as “the City”), Partners for Monroe County, an Illinois Charitable Trust (hereinafter referred to as “Monroe Partners”), and St. Paul Evangelical Lutheran Church of Columbia, Illinois, an Illinois religious corporation (hereinafter referred to as “the Church”).

WHEREAS, the City owns and is currently restoring the former Shoemaker School near the intersection of Gall Road and Illinois Route 3, and is transforming it into the Monroe County Welcome Center & School Museum (hereinafter referred to as the “Welcome Center”);

WHEREAS, the purpose of the Welcome Center will be to promote tourism throughout Monroe County and to preserve the remembrance and appreciation of the contribution that one-room schools and other small schools formerly made to the local educational system;

WHEREAS, the courtyard of the Welcome Center is being developed with granite slabs and paving stones (hereinafter collectively referred to as the “pavers”) that--bearing appropriate engravings--will commemorate persons who attended or taught at various one-room schools and other small schools that formerly existed in, and served the citizens of, Monroe County;

WHEREAS, Monroe Partners owns and is currently in the process of restoring the former Sand Bank School, near the intersection of Old Bluff Road and Sand Bank Road;

WHEREAS, the Church owns, and has been working for several years to restore, the former St. Paul Lutheran School on Liberty St. in Columbia, Illinois;

WHEREAS, the City, Monroe Partners, and the Church each must raise additional funds to complete its respective school-restoration project;

WHEREAS, and the City, Monroe Partners, and the Church can benefit from cooperating to promote their school-restoration projects;

WHEREAS, the Columbia Heritage & Preservation Commission is a commission of the City;

WHEREAS, the City, Monroe Partners, and the Church hereby enter into the following agreement to cooperate in the sale of the pavers, the engraving of the pavers for commemorative purposes, and the laying of the pavers in the courtyard at the Welcome Center:

Paver Engraving Agreement – Monroe County Welcome Center – 2010

1. The City shall allow--from the execution of this agreement by all three parties until August 31, 2012—the engraving of pavers in the courtyard of the Welcome Center to commemorate persons who attended or taught at one-room schools and other small schools that formerly existed in, and served the citizens of, Monroe County. Because the courtyard of the Welcome Center is publicly owned land, no mottos or sentiments of a sectarian nature may be engraved on the pavers laid in the courtyard or elsewhere at the Welcome Center.

2. The City shall allow engraving of the pavers in the courtyard of the Welcome Center, for commemorative purposes, without charge to Monroe Partners or the Church. After a paver has been engraved, the person who purchased the paver shall not acquire any property interest in the land on which the courtyard and Welcome Center are located.

3. The Columbia Heritage & Preservation Commission shall have the exclusive right to raise funds for the school-restoration projects of the City, Monroe Partners, and the Church by selling to private individuals the pavers, with the right to have inscribed the names of persons who attended or taught at the one-room schools and other small schools that formerly existed in, and served the citizens of, Monroe County upon pavers laid in the courtyard of the Welcome Center, there to remain in perpetuity. The Columbia Heritage & Preservation Commission shall have the power to set the prices for the engraving, which prices shall correspond to the sizes of the pavers and the amount and difficulty of engraving to be performed on the pavers.

4. The Columbia Heritage & Preservation Commission shall turn over all receipts from such sales to the City.

5. The City shall deduct from the gross receipts all costs of acquiring the pavers, having the pavers engraved to the order of the customers who have purchased them, laying the pavers, and other closely related administrative costs, to calculate the net receipts for the sales of the pavers. The City shall then divide the net receipts into three equal shares, and shall distribute one share to the City, one share to Monroe Partners, and one share to the Church.

6. The City, Monroe Partners, and the Church shall use their best efforts to promote sales of the pavers.

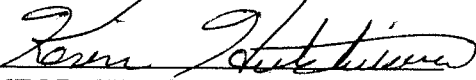
7. This agreement may be amended only by a written document signed by all three parties.

8. Any terms of this agreement that, by their nature, extend after the end of the agreement, will remain in effect until fulfilled.

Paver Engraving Agreement – Monroe County Welcome Center – 2010

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date and year indicated herein.

CITY OF COLUMBIA, ILLINOIS
An Illinois municipal organization

By: 
KEVIN B. HUTCHINSON
Mayor

ATTEST:

J. RONALD COLYER
City Clerk

(SEAL)

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that KEVIN B. HUTCHINSON and J. RONALD COLYER, personally known to me and known to me to be the Mayor and City Clerk, respectively, of the City of Columbia, Illinois, a municipal corporation and body both corporate and politic located in the Counties of Monroe and St. Clair in the State of Illinois, appeared before me in person this date and acknowledged that they signed and delivered the above and foregoing document for and on behalf of said City of Columbia, Illinois, pursuant to an enabling ordinance being first enacted by the City Council of said City, as their free and voluntary act and deed and as the free and voluntary act and deed of said City of Columbia, Illinois, for the uses and purposes set forth above.

Given under my hand and Notary Seal this ____ day of _____, 2010.

Notary Public

Paver Engraving Agreement – Monroe County Welcome Center – 2010

PARTNERS FOR MONROE COUNTY
An Illinois charitable trust

By: _____
RYAN PATTON
President

ATTEST:

MIKE GOOL
Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that Ryan Patton and _____, personally known to me and known to me to be the President and _____, respectively, of Partners for Monroe County, a not for profit charitable trust serving Monroe County, in the State of Illinois, appeared before me this date in person and acknowledged that they signed and delivered the above and foregoing document for and on behalf of said Monroe County Partners, pursuant to an enabling resolution of the Board of Directors of said Monroe County Partners being first enacted by said trust, as their free and voluntary act and deed and as the free and voluntary act and deed of said Monroe County Partners, for the uses and purposes set forth above.

Given under my hand and Notary Seal this ____ day of _____, 2010.

Notary Public

Paver Engraving Agreement – Monroe County Welcome Center – 2010

ST. PAUL LUTHERAN CHURCH
An Illinois religious corporation

By: _____
ALBERTA SPRADLING
Executive Director

ATTEST:

KEVIN KOENIGSTEIN
Board Chair

STATE OF ILLINOIS)
) SS
COUNTY OF MONROE)

The undersigned, a Notary Public in and for the County and State aforesaid, hereby certifies that _____ and _____, personally known to me and known to me to be the _____ and _____, respectively, of the St. Paul Lutheran Church, a not for profit religious corporation serving Monroe County, in the State of Illinois, appeared before me this date in person and acknowledged that they signed and delivered the above and foregoing document for and on behalf of said St. Paul Lutheran Church, pursuant to an enabling resolution of the Board of Directors of said St. Paul Lutheran Church being first enacted by said corporation, as their free and voluntary act and deed and as the free and voluntary act and deed of said St. Paul Lutheran Church, for the uses and purposes set forth above.

Given under my hand and Notary Seal this ____ day of _____, 2010.

Notary Public