



CITY OF WASHINGTON, ILLINOIS

City Council Agenda Communication

Meeting Date: April 19, 2021

Prepared By: Jon Oliphant, AICP, Planning & Development Director

Agenda Item: First Reading Ordinance – Washington Park District Swimming Pool Intergovernmental Agreement

Explanation: The Park District was not able to open the swimming pool on Westgate last summer as a result of COVID-19 and has experienced a significant revenue loss because of the pandemic and the Executive Order limiting traditional activities. It is anticipated that the Park District will be able to open the pool this year with limited capacity. One of the largest expenses for the operation of the pool is the cost to fill and maintain water levels throughout the summer. This cost has been between \$12,000 and \$15,000 the last several years.

As discussed at the Committee of the Whole meeting on April 12, consideration could be given to reducing or waiving the bills. Because the Water Fund is an enterprise fund, there is not an easy way to reduce or waive the bills without impacting the overall fund balance. It is recommended that the General Fund provide a reimbursement to the Park District to cover the cost of the water. The City would transfer funds from the General Fund to the Water Fund to cover the summer bills up to \$15,000. This would not include reimbursement for the technology or other related fees. The City would reimburse the Park District within 30 days following receipt of the payment during the term of the agreement.

Fiscal Impact: A not-to-exceed amount of \$15,000 to reimburse the Park District for its water and sewer bills for the use of the pool this summer through August 31.

Recommendation/

Committee Discussion Summary: The consensus at the April 12 Committee of the Whole meeting was to consider adoption of an agreement that would reimburse the Park District up to \$15,000 for its expenses to operate the pool this summer. This item is also scheduled for discussion at the April 19 Finance and Personnel Committee.

Action Requested: A first reading ordinance for the agreement has been scheduled for the April 19 City Council meeting and a second reading will be scheduled for the May 3 meeting.

ORDINANCE NO. _____

(Synopsis: Adoption of this ordinance will approve an Intergovernmental Agreement between the City of Washington and the Washington Park District regarding reimbursement of certain expenses incurred by the Washington Park District related to the 2021 operations of the Washington Park Pool.)

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WASHINGTON,
TAZEWELL COUNTY, ILLINOIS APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE WASHINGTON PARK DISTRICT AND
THE CITY OF WASHINGTON.**

WHEREAS, Article 7, Section 10 of the Constitution of the State of Illinois of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Washington Park District (“Park District”) and the City of Washington (“City”) are public agencies as that term is defined in the Intergovernmental Cooperation Act and

WHEREAS, the Park District operates a public pool located at Tazewell County, Illinois Parcel Identification Numbers 02-02-14-100-009 and 02-02-14-100-010 (“Washington Park Pool”); and

WHEREAS, due to likely capacity and other operating restrictions resulting from the COVID-19 pandemic, the Park District has requested financial assistance from the City up to a maximum of Fifteen Thousand Dollars (\$15,000) to support the opening of and operations of the Washington Park Pool during 2021; and

WHEREAS, pursuant to the Intergovernmental Cooperation Act, the Park District and the City have determined to enter into an agreement for the City to reimburse the Park District up to Fifteen Thousand Dollars (\$15,000) under the terms and conditions set forth in the Intergovernmental Agreement attached hereto and made a part hereof as Exhibit A (“Agreement”).

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. The foregoing recitals are incorporated herein as findings of the City Council.

Section 2. The City Council hereby approves the reimbursement of certain expenses related to the opening of and operations of the Washington Park Pool during 2021 as set forth in the Agreement.

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

Section 4. That all ordinances or parts thereof in conflict herewith are hereby expressly repealed.

PASSED AND APPROVED THIS ____ day of _____, 2021.

AYES: _____

NAYS: _____

MAYOR

ATTEST:

CITY CLERK

Exhibit A

AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE WASHINGTON PARK DISTRICT AND THE CITY OF WASHINGTON PROVIDING FOR THE REIMBURSEMENT OF CERTAIN EXPENSES RELATED TO THE OPENING OF AND OPERATIONS OF THE WASHINGTON PARK POOL IN 2021

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is made and entered into by and between the WASHINGTON PARK DISTRICT, a park district organized under the Park District Code of the State of Illinois (hereinafter referred to as the "Park District"), and the CITY OF WASHINGTON, an Illinois municipal corporation organized under the Illinois Municipal Code of the State of Illinois (hereinafter referred to as the "City"). As used herein, the Park District and the City are collectively referred to as the "Parties."

WITNESSETH:

WHEREAS, the Park District operates a public pool located at Tazewell County, Illinois Parcel Identification Numbers 02-02-14-100-009 and 02-02-14-100-010 ("Washington Park Pool"); and

WHEREAS, due to likely capacity and other operating restrictions resulting from the COVID-19 pandemic, the Park District has requested financial assistance from the City up to a maximum of Fifteen Thousand Dollars (\$15,000) to support the opening of and operations of the Washington Park Pool during 2021;

WHEREAS, the Park District and the City are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et. seq.*; and

WHEREAS, the Parties are authorized to enter into this Intergovernmental Agreement pursuant to the powers conferred in Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act.

NOW, THEREFORE, in consideration of the mutual promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the parties agree as follows:

1. **Incorporation of Recitals.** The preambles set forth above are incorporated herein and made a part hereof.

2. **Reimbursement.** The City agrees to reimburse the Park District certain amounts paid by the Park District for water and sewer services provided to the Washington Park Pool after April 30, 2021, up to a maximum of Fifteen Thousand Dollars (\$15,000.00). No amount shall be reimbursed for water and sewer services provided to the Washington Park Pool after August 31, 2021. Additionally, no amount shall be reimbursed for the technology or other fees included on the invoices for water and sewer services sent to the Park District for the Washington Park Pool.

The City shall reimburse the Park District within thirty (30) days of receiving a payment eligible to be reimbursed under this paragraph.

3. **Notices.** All notices required to be given under the terms of this Agreement shall be either (a) served personally during regular business hours; (b) served by facsimile transmission during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the Park District shall be directed to Brian Tibbs, 105 S. Spruce Street, Washington, IL 61561. Notices served upon the City shall be directed to Mayor, 301 Walnut Street, Washington, Illinois 61571. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Either party may designate a new official or location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

4. **Recovery of Costs.** In the event either Party is required to institute any action or proceeding, whether at law or in equity, to enforce any provision of the Agreement, the prevailing part (as determined by the Court) shall be entitled to recover all costs and expenses incurred by the prevailing party in connection with the action or proceeding, including, but not limited to, reasonable expert witness and attorney fees.

5. **Entire Agreement.** The provisions set forth herein represent the entire Agreement between the Parties and supersede any previous oral or written agreements, understandings or discussions as it is the intention of the Parties to provide for a complete integration with the terms of this Agreement. No provisions may be modified in any respect unless the modification is in writing, duly approved and signed by both parties.

6. **Execution.** This Agreement may be executed in more than one counterpart, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Facsimile or other electronically transmitted signatures on this Agreement shall constitute originals signatures of the Parties.

7. **Park District and City Representations and Covenants.**

a. The Parties each affirm that they are duly organized and validly existing Illinois units of local government in good standing with the State of Illinois and that they each have the full power and authority to execute and deliver this Agreement and take such actions as may be necessary to effectuate the transactions contemplated herein and close pursuant to the terms hereof.

b. The individuals executing this Agreement and all other documents executed or to be executed pursuant thereto on behalf of the Park District and the City are and shall be duly authorized to sign same on the Park District and City's behalf and to bind the Park District and the City thereto.

c. The Parties hereto represent and warrant that they have the authority to enter into this Agreement and have adopted and approved the necessary ordinances, resolutions and this Agreement and that the officers who have executed this Agreement are authorized to do so.

8. **Assignment.** Neither Party shall assign, transfer or pledge this Agreement unless said assignment, transfer, or pledge is approved in advance in writing by the other Party.

9. **Venue and Waiver of Trial by Jury.** This Agreement shall in all respects be subject to and construed in accordance with and governed by the laws of the State of Illinois. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Tenth Judicial Circuit, Tazewell County, Illinois. The Parties hereto waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties hereto against the other on any matters whatsoever arising out of or in any way connected with this Agreement, or for the enforcement of any remedy under any statute.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have entered into this Intergovernmental Agreement as of the _____ day of _____, 2021.

WASHINGTON PARK DISTRICT

CITY OF WASHINGTON

By: _____
President

By: _____
Mayor

Attest: _____
Secretary

Attest: _____
City Clerk