

AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF PEORIA AND THE COUNTY OF PEORIA
FOR THE RECONSTRUCTION AND JURISDICTIONAL TRANSFER OF THE WILLOW KNOLLS ROAD
AND ALLEN ROAD INTERSECTION

Now comes the COUNTY OF PEORIA, A Body Politic and Corporate (hereinafter the "COUNTY"), and the CITY OF PEORIA, A Municipal Corporation (hereinafter the "CITY").

WHEREAS, the COUNTY and the CITY entered into an Intergovernmental Agreement "For the Maintenance and Improvement of County Highways Brought Into the Corporate Limits of the City of Peoria," effective July 12, 1966 (1966 Agreement); and

WHEREAS, the 1966 Agreement requires a fifty-fifty (50/50) project cost share when the County Highway is improved to the City standard that results in a jurisdictional transfer of the roadway from the County to the City; and

WHEREAS, the intersection of Willow Knolls Road and Allen Road (INTERSECTION) is jointly controlled by the COUNTY and the CITY; and

WHEREAS, the INTERSECTION has deteriorated to the point that it needs to be reconstructed; and

WHEREAS, complaints about the intersection's condition from taxpayer constituents have created a sense of urgency that requires the CITY and COUNTY to reconstruct the INTERSECTION sooner than originally planned; and

WHEREAS, raising taxes is not palatable to the taxpayer constituents as a means of funding the reconstruction of the INTERSECTION; and

WHEREAS, poor pedestrian access at the INTERSECTION from current development and known future development create a great need to improve pedestrian access and safety; and

WHEREAS, this Intergovernmental Agreement (AGREEMENT) does not delay, defer, jeopardize, or cancel any CITY or COUNTY road or bridge project already planned or planned and funded; and

WHEREAS, the COUNTY and the CITY have reached an agreement pursuant to authority granted by Article VII, Section 10, of the Constitution of Illinois, 1970 and the Intergovernmental Cooperation Act, (5ILCS 220/1 et.seq.).

NOW THEREFORE, in cooperation of the mutual promises and covenants hereinafter set forth, it is agreed by and between the COUNTY and the CITY that:

1. DUTIES OF THE CITY

1. The CITY shall accept full jurisdiction of the INTERSECTION in its current condition once the transfer is approved by the Illinois Department of Transportation.
2. The CITY shall be the lead agency to design and reconstruct the INTERSECTION. Construction shall commence in calendar year 2018.
3. The CITY may use any project delivery method at its disposal to expedite the design and construction process.
4. The CITY agrees that improving pedestrian access and safety will be a priority in the design of the INTERSECTION, and that a roundabout may be given full consideration as a solution.
5. The CITY shall hold all contracts with all vendors on behalf of both the CITY and COUNTY.
6. The CITY agrees to allow the COUNTY to be involved and concur in the selection of vendors.
7. The CITY agrees to allow the COUNTY to jointly review all pay requests and track progress in the field during construction.
8. The CITY shall work jointly with the COUNTY to repurpose the County's Surface Transportation Urban (STU) award for the INTERSECTION from the Peoria-Pekin Urban Area Transportation Study (PPUATS) to reconstruct the COUNTY's portion of Glen Avenue between Ill Route 40 (Knoxville Avenue and approximately 600 W Glen Avenue or North Edgebrook Drive).
9. The CITY shall reimburse the COUNTY for fifty percent (50%) of the total project cost up to \$1,800,000 through a loan structured as follows. If the total project cost exceeds \$3,600,000, then Fifty Percent (50%) of the overage shall be at the CITY's expense.
 - a) The term of the loan shall be ten (10) years.
 - b) The loan will be at an interest rate of three percent (3.00%).
 - c) For the first five (5) years of the loan, the CITY shall owe only interest.
 - d) The CITY shall make payments to the COUNTY on the first business day of December starting on December 2, 2019 and continuing each year until the loan is paid in full.
 - e) There shall be no penalty for the CITY paying the remaining principal in full prior to the full term of the loan.
 - f) A final amortization schedule shall be prepared upon completion of the project.

2. DUTIES OF THE COUNTY

1. Upon execution of this AGREEMENT, the COUNTY shall file with the Illinois Department of Transportation the necessary documentation to transfer the jurisdiction of the County's share of the INTERSECTION to the CITY.
2. The COUNTY agrees that the CITY shall be the lead agency and hold all contracts with vendors for the project on behalf of both the COUNTY and CITY.

3. The COUNTY shall delegate its authority to approve all contracts for this project to the CITY.
4. The COUNTY shall be a signed party on contracts with all vendors.
5. The COUNTY agrees to participate and concur with the CITY in the selection of vendors.
6. The COUNTY agrees to jointly review all pay requests and track progress in the field during construction.
7. The COUNTY agrees that the CITY may use any project delivery method at its disposal to expedite the design and construction process.
8. The COUNTY agrees that improving pedestrian access and safety will be a priority in the design of the INTERSECTION, and that a roundabout may be given full consideration as a solution.
9. The COUNTY shall fund one hundred percent (100%) of the total project cost up to a maximum of \$3,600,000.
10. The COUNTY and CITY shall work jointly to repurpose the County's Surface Transportation Urban (STU) award for the INTERSECTION from the Peoria-Pekin Urban Area Transportation Study (PPUATS) to reconstruct the COUNTY's portion of Glen Avenue between Ill Route 40 (Knoxville Avenue and approximately 600 W Glen Avenue or North Edgebrook Drive).
11. The COUNTY will issue a loan to the CITY for up to \$1,800,000, as stated in Section 1.9, above.

3. INDEMNIFICATION

1. The COUNTY shall indemnify and hold harmless the CITY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorney's fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the COUNTY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.
2. The CITY shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against any and all losses, damages, claims, liability, costs, and expenses incidental thereto (including costs of litigation, settlement, and reasonable attorney's fees) which any or all of them may hereinafter incur, be responsible for or pay out as a result of bodily injuries (including death) to any person or damage (including loss of use) to any property (public or private) which arise out of or are caused by any negligent acts, negligent omissions, or willful misconduct of the CITY, its directors, officers, employees, agents, and contractors in the performance of the terms of this agreement.

4. GENERAL CONDITIONS

1. This agreement shall be binding upon the parties, their successors, and assigns.
2. If any portion of this agreement shall be, for any reason, invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

5. ENTIRE AGREEMENT – AMENDMENTS

1. The preceding constitutes the entire agreement between the parties and no verbal statements shall supersede any of its provisions. This agreement may be amended in writing by a mutual agreement executed with the same formalities and in the same manner by which this agreement was executed.

THE CITY OF PEORIA,
A Municipal Corporation

THE COUNTY OF PEORIA,
A Body Politic and Corporate

MAYOR, THE CITY OF PEORIA

CHAIR, PEORIA COUNTY BOARD

Date: _____

Date: _____

MANAGER, CITY OF PEORIA

ADMINISTRATOR, COUNTY OF PEORIA

Date: _____

Date: _____

ATTEST:

ATTEST:

CITY CLERK

PEORIA COUNTY CLERK