

**INTERGOVERNMENTAL AGREEMENT BETWEEN
CITY OF PEORIA, ILLINOIS
AND
THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT
(HAVEN FARM SEWER EXTENSION)**

THIS AGREEMENT, entered into this 28th day of March, 202~~2~~³,
by and between the CITY OF PEORIA, a municipal corporation, hereinafter referred to as "City",
and THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT, a unit of
local government organized and existing under the Sanitary District Act of 1917 of the State of
Illinois, hereinafter referred to as "District";

WITNESSETH:

WHEREAS, in order to promote economic development, the City wishes to extend public
sanitary sewer service from existing District sewer infrastructure to the property outlined in Exhibit
A; and

WHEREAS, the City wishes for the District to oversee the extension pursuant to the terms
and conditions of this Agreement and in conformity with federal, state, and local laws and regulations,
including District's ordinances; and

WHEREAS, upon completion of the extension and completion of other terms and
conditions herein, the District will assume ownership and thereafter maintain the extension; and

WHEREAS, the parties may, pursuant to Article VII, Section 10 of the Constitution of
The State of Illinois of 1970 and the provisions of the Intergovernmental Cooperation Act
(Illinois Compiled Statutes, Chapter 5, Paragraph 220/1 *et seq.*), enter into agreements for the
exercise of their joint corporate powers;

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND
AGREEMENTS HEREIN CONTAINED, AND IN FURTHERANCE OF
INTERGOVERNMENTAL COOPERATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definitions. For the purpose of brevity and clarity, certain words and terms used in
this Agreement are defined as follows:

(a) "Project" means extension of public sanitary sewer and other related infrastructure,
such as manholes, from the District's existing sanitary sewer system to the property outlined in

Exhibit A, along the route generally shown on Exhibit B, in conformity with federal, state, and local laws and regulations, including District's ordinances, and annexation of the property outlined in Exhibit A into the District.

(b) "Services" means design, planning (including obtaining easements, permissions, licenses, and permits), procurement, construction, construction administration, construction inspection, legal and professional services, and related work performed in connection with the Project, whether performed by the District staff or through contractors or other agents.

(c) "Project Costs" means all expenses and costs incurred in the performance of or related to the Services for the Project.

2. District's Responsibilities. The District shall be responsible for performing the Services related to completion of the Project. The District shall control and maintain the means and methods of completion of the Services. It is the intent of the District to have the Project completed by December of 2024. The parties acknowledge that this time frame is an estimate only and is subject to many factors, including permitting, supply chain issues, and workforce availability.

3. City's Responsibilities. The City shall be responsible for all Project Costs and cooperating with the District in completion of the Project. The District shall invoice the City monthly for such Project Costs and the District will deduct said Project Costs from current and/or future receipts collected on behalf of the City.

4. Turnover of the Sewer to the District. Upon the completion of Project, the District shall assume ownership and future maintenance of the public portion of the sewer constructed via the Project.

5. Sewer Extension Charges. Unless in each specific case waived by the City, for ten (10) consecutive years following the effective date of this Agreement, the District shall remit to the City the sewer extension charges collected by the District for the connection of the property shown in Exhibit A. Thereafter, there shall be no further remittance of such charges to the City and the City shall have no right or claim to same. City waives all right to question the amount charged or collected by the District in issuing a permit to connect to the Sewer by a third party, or upon approval of the City Council, the granting of waivers or modifications of sewer extension charges or extensions of time in which to pay them. The sole right of the City as to any remittance shall be to receive payment from the District of any sewer extension charge actually collected by the

District from future parties connecting directly to the identified Sewer or City financed sewer extensions thereto during the term hereof. The amount of the charges and the manner and time of collecting the same shall be in the sole discretion of the District. Nothing herein requires the District to sue to collect payment of delinquent sewer extension charges from third party users or to establish sewer extension charges and fees in amounts sufficient to allow the City to recoup the total Project Costs as herein provided. If the District elects not to sue to collect payment of delinquent sewer extension charges, it agrees to assign its right to sue for those charges to the City. Nothing in this Agreement requires the District to pay to the City any part of treatment capacity charges, permit fees, user charges, or other fees, charges or costs collected by the District.

6. Annexations. Users of the sewer constructed via the Project as depicted in Exhibit B, whether by direct connection or via other sewers, will not be allowed to connect to the sewer constructed via the Project until they have annexed to the City and District, or if not contiguous, have entered into agreements to annex when said property becomes contiguous or otherwise provided by Illinois law.

7. Right to Offset. If the City owes the District funds by reason of provisions of this Agreement, including any portions of the Project Costs, any amount due, at the option of the District, can be deducted from such amounts due for sewer extension charges or other funds the District collects and remits to the City on the City's behalf.

8. Underground Conditions. The parties acknowledge that in any underground project there are unknown conditions which might increase the cost of construction. The City agrees to be responsible for any additional construction costs related to such known or unknown underground conditions, and shall defend, indemnify, and hold harmless the District and its agents from any claims and damages as a result of additional construction costs related to said known or unknown underground conditions.

9. Capacity of Sewers and Treatment Facilities. The District sewers to which this Project will be connected, shall have a maximum capacity of 200 gallons per minute. Additionally, it is recognized and agreed that the Project shall only serve up to that property outlined in Exhibit C. In the case that capacity is reached in the District's sewage collection system, the City and District, upon notice from the District, shall cease to issue building and

building sewer permits for connection to facilities constructed under the project. Such restriction shall be lifted when a system of relief sewers, flow equalization facilities and/or treatment facilities have been constructed. The determination of the District as to any matters in this paragraph shall be conclusive.

10. Term. This Agreement shall terminate the later of: (a) four (4) years from the date of this Agreement or (b) two (2) years from the date of full completion of the Project, as determined by the District. Notwithstanding the foregoing, the remittance of sewer extension charges as detailed in Paragraph 5 above shall survive termination of this Agreement.

11. Further Assurances. It is understood and agreed that the parties will enact all necessary ordinances and resolutions to put the provisions of this Agreement into effect.

12. Remedies. The parties may, in addition to any other remedy provided for by law, compel specific performance of this Agreement.

13. Amendment. This Agreement contains the entire understanding of the parties. It may be amended from time to time only by written agreement signed by both parties.

14. Right to Govern. Nothing herein is intended to, nor does it, limit the rights and duties of the District under its ordinances, procedures and regulations, or under applicable laws, statutes and regulations promulgated thereunder.

15. Construction. The provisions of this Agreement shall be liberally construed to effectuate the purpose hereof. Whenever necessary in this Agreement and where the context admits, the singular term and the related pronoun shall include the plural, the masculine and the feminine.

16. Notice. Any notice provided for in this Agreement shall be in writing, and shall be addressed to the City Manager at City Hall, 419 Fulton Street, Peoria, Illinois 61602, and to the Executive Director at Greater Peoria Sanitary District, 2322 South Darst Street, Peoria, Illinois 61607.

17. Enforcement. No covenants, terms, conditions, obligations or provisions contained in this Agreement shall be deemed abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

18. Severance. The invalidity of any provisions of this Agreement shall not impair the validity of any other provisions. Any provision of this Agreement determined by a Court of competent

jurisdiction to be unenforceable, will be deemed severable and the Agreement may be enforced with that provision severed or as modified by the Court.

19. Binding Effect. All the covenants and agreements herein contained shall extend to and be obligatory upon the successors and assigns of the respective parties hereto.

20. Entire Agreement. This Agreement sets forth the entire understanding of the parties. It may be amended or modified only by instruments signed by the parties.

21. Marginal Notes. The marginal notes and paragraph headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit or described the scope or intent of this Agreement, nor in any way affect this Agreement.

IN WITNESS WHEREOF, THE GREATER PEORIA SANITARY AND SEWAGE DISPOSAL DISTRICT has caused this Agreement to be executed by its officers, thereunto, duly authorized by its Board of Trustees, and the CITY OF PEORIA has caused this instrument to be executed by its respective officers, and the respective corporate seals affixed all at Peoria, Illinois, as of the day and year first above written.

City of Peoria, Illinois,
a municipal corporation

The Greater Peoria Sanitary and
Sewerage Disposal District, a
unit of local government

By: Rita Ali
Mayor

By: [Signature]
President

ATTEST:

ATTEST:

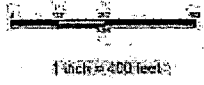
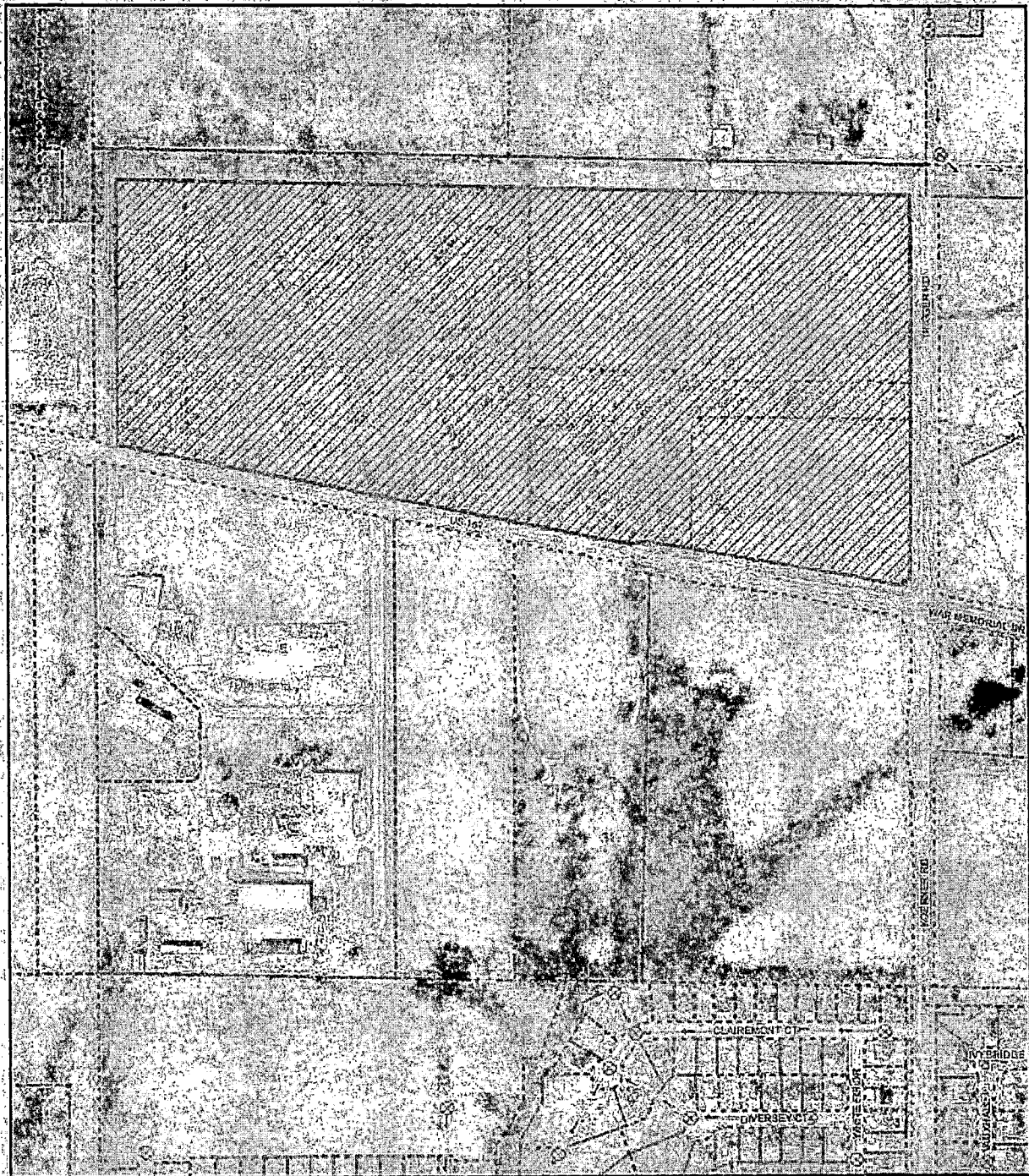
By: Stephanie Jarr
City Clerk

By: [Signature]
Clerk

EXAMINED AND APPROVED
Legal Department

By [Signature]

EXHIBIT A – MAP OF PROERTY TO BE SERVED



Greater Peoria
Sanitary District

Exhibit A
Haven On The Farm
30 November 2022

EXHIBIT B – MAP OF PROPOSED SEWER EXTENSION

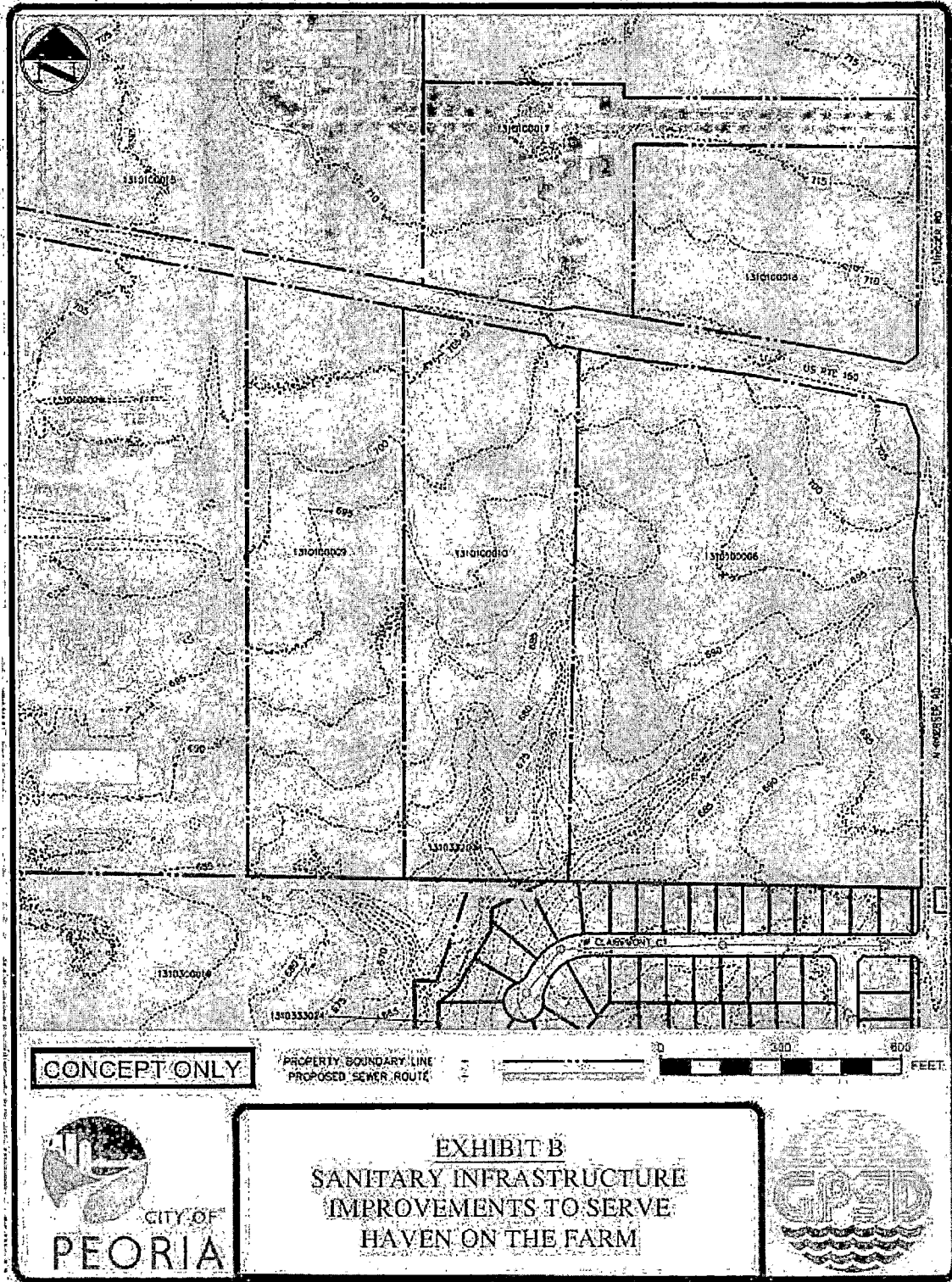
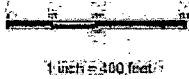


EXHIBIT C – MAXIMUM SERVICE AREA OF THE PROJECT



Greater Peoria
Sanitary District

Exhibit C
Haven On The Farm
30 November 2022