

LANDFILL INTERGOVERNMENTAL AGREEMENT

WHEREAS, the City of Peoria, Illinois, a Municipal Corporation (hereinafter referred to as the "CITY") and the County of Peoria, a Body Politic and Corporate (hereinafter referred to as the "COUNTY"), jointly own certain real property; and

WHEREAS, part of said property is utilized as a landfill which requires certain oversight; and

WHEREAS, other parts of the property are leased to third parties; and

WHEREAS, the CITY and the COUNTY previously entered into an intergovernmental agreement concerning said property and wish to enter into a new agreement; and

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

IT IS HEREBY AGREED AS FOLLOWS:

I. PROPERTY

The property which is the subject of this Agreement is shown on Exhibit "A" which is attached hereto and incorporated by reference herein.

II. TERM AND TERMINATION

This Agreement, as amended, shall be effective January 15, 1997 and shall continue until it is terminated as provided herein. The parties agree that regardless of any other provision contained in this Agreement to the contrary, this Agreement may be terminated by mutual agreement, by either party giving ninety (90) days written notice to the other party.

III. NOTICE

All notices required under the terms of this Agreement shall be delivered in person or by certified mail with return receipt to: CITY OF PEORIA, City Manager, 419 Fulton, Peoria, IL 61602. COUNTY OF PEORIA, County Administrator, Room 401, 324 Main Street, Peoria, IL 61602.

IV. JOINT CITY-COUNTY SOLID WASTE COMMITTEE

A. The CITY and the COUNTY establish a Joint City/ County Solid Waste Committee (hereinafter referred to as the "COMMITTEE"), comprised of seven members to be selected as follows:

1. (1) Three members of the COMMITTEE shall be appointed by the Mayor with the approval of the City Council, with at least one appointment being a citizen not serving on the City Council. Each appointment is for a two year term. Two members of the COMMITTEE shall be members of the CITY Council, appointed by the Mayor with the approval of the CITY Council.

2. Three members of the COMMITTEE shall be appointed by the County Board Chairman, with the approval of the County Board, with at least one appointment being a citizen not serving on the County Board. Each appointment is for a two year term. Two members of the COMMITTEE shall be members of the COUNTY's Solid Waste Committee (or other COUNTY Board standing committee appointed to review the COMMITTEE's activities), and shall be appointed by the COUNTY Board Chairman, with the approval of the COUNTY Board.

3. One member of the COMMITTEE shall be a citizen to be appointed jointly by the Mayor with the approval of the CITY Council and by the COUNTY Board Chairman with the approval of the COUNTY Board, which member shall serve as COMMITTEE Chairman; One member of the COMMITTEE to be appointed jointly by the Mayor, with the approval of the City Council, and by the County Board Chairman, with the approval of the County Board, which member shall serve as Committee Chairman. This appointment is for a two year term.

3.4. In the absence of the Committee Chairman, the Committee Chairman may appoint, in advance of his absence, a Committee member to be Committee Chairman Pro Tem; or if not appointed by the Committee Chairman in advance of his absence, a majority of the Committee members present shall elect a Committee Chairman Pro Tem for that meeting by a simple majority.

~~0. One member of the COMMITTEE shall be appointed by the Mayor with the approval of the CITY Council for a two year term and such member shall not be a member of the CITY Council. The member holding this position on the date that this Agreement becomes effective shall serve out the remainder of his term; and~~

~~0. One member of the COMMITTEE shall be appointed by the COUNTY Board Chairman with the approval of the COUNTY Board for a two year term and such member shall not be a member of the COUNTY Board. A member holding this position on the date that this Agreement becomes effective shall serve out the remainder of his/ her term.~~

D.B. The COMMITTEE shall be empowered to oversee the management and operation of the CITY/ COUNTY landfill, to establish policy and develop regulations for the disposal of waste at the CITY/ COUNTY Landfill and to approve or deny the disposal of special waste pursuant to said policies and regulations.

E.C. The COMMITTEE shall also oversee the management and operation of all other property shown on Exhibit A.

F.D. The COMMITTEE shall submit an annual budget to the CITY and COUNTY, which shall be subject to approval, denial or modification by the CITY Council and COUNTY Board.

G.E. The CITY and the COUNTY hereby specifically authorize the COMMITTEE to enter into contracts and/ or leases for the expenditure or receipt of funds for any item or service which has been approved by the CITY Council and the COUNTY Board as part of the COMMITTEE's annual budget. Further, the CITY and the COUNTY specifically authorize the COMMITTEE to enter into contracts and/ or leases outside the approved budget for the expenditure or receipt of funds relative to this Agreement, the cost of which does not exceed \$50,000.00. All other expenditures and receipt of funds are subject to the approval or denial of the COUNTY Board and the CITY Council.

All purchasing procedures shall be governed by the CITY's

Purchasing Ordinance, Chapter 10, Finance Purchasing and Contracts, Section 4, Purchasing and Contracts, except as provided above and except that Chapter 6.5, Section 6.5-9 of The Peoria County Code, and 55 ILCS 5/5-1022, "Competitive Bids" shall control and take precedence over any CITY purchasing procedure or ordinance.

H.F. Any matter requiring action by the CITY Council and the COUNTY Board shall be referred to the COUNTY through its Solid Waste Committee (or other COUNTY Board standing committee appointed to review the COMMITTEE's activities).

V. DUTIES OF CITY

A. The CITY Manager, or his designee, shall be the overall administrator for day-to-day operations of the CITY/ COUNTY Landfill and matters concerning the property in Exhibit A, shall provide administrative support to the COMMITTEE, and in these functions shall be responsible to the COMMITTEE.

The CITY Manager or his designee is authorized to sign any necessary documents relative to IEPA permits or grants in aid subject to COMMITTEE direction.

B. The CITY Finance Director/ Comptroller shall be the custodian of all funds received relative to the property in Exhibit A. The CITY Finance Director/ Comptroller shall also be responsible for disbursements made pursuant to this Agreement.

VI. DUTIES OF COUNTY

The COUNTY shall provide legal counsel and representation under this Agreement through the Peoria County State's Attorney's Office.

VII. COMPENSATION

A. The CITY and the COUNTY shall receive reimbursement from the COMMITTEE's budget for staff time dedicated to the CITY/ COUNTY Landfill or matters concerning other property shown on Exhibit A, in December of each year. Said reimbursement shall be a part of the COMMITTEE's annual budgeting process, subject to approval, denial or modification by the CITY Council and

COUNTY Board.

B. The COMMITTEE shall, in December of each year, pay the CITY a rebate of any tipping fees assessed on the CITY's guaranteed waste stream which exceed the posted gate fee at the Tazewell Recycling and Disposal Facility in East Peoria, Illinois (owned by Waste Management of Illinois, Inc.) up to \$1.50 per ton.

B-C. Members of the COMMITTEE shall not be compensated for their service.

VIII. GENERAL CONDITIONS

A. The CITY and the COUNTY hereby subscribe to and both they and the COMMITTEE shall comply with all applicable Equal Opportunity Guidelines of the CITY and the COUNTY.

B. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. No change or modification of this Agreement shall be valid unless the same be in writing and signed by the parties. This Agreement supersedes and takes precedence over any previous agreements between the CITY and the COUNTY concerning the subject matter hereof.

COUNTY OF PEORIA
A Body Politic and Corporate

CITY OF PEORIA
A Municipal Corporation

By: _____

By: _____

DATE: _____

DATE: _____

ATTEST:

ATTEST:

County Clerk

City Clerk

