

**AGREEMENT BETWEEN THE CITY OF PEORIA, ILLINOIS
AND
PEORIA CITIZENS COMMITTEE FOR ECONOMIC OPPORTUNITY, INC.**

MACARTHUR HIGHWAY CORRIDOR PLAN PRE-DEVELOPMENT AGREEMENT

Total Project Funding: \$290,000

The CITY OF PEORIA (“City”), an Illinois municipal corporation and Peoria Citizens Committee for Economic Opportunity, Inc. (“PCCEO”), an Illinois not-for profit organization intend to form a partnership for the creation of a pre-development & implementation plan for the MacArthur Highway Corridor Plan.

WHEREAS, the City and PCCEO require certain pre-development & implementation elements to be explored prior to the release of redevelopment funding and require assistance in the development of said plan.

WHEREAS, the PCCEO endeavors to be financially conservative and will work with the City to implement this project in phases and that this is the first of several phases expected for successful completion of development.

WHEREAS, the City and PCCEO agree to work together and with other interested parties to develop a pre-development & implementation plan for the MacArthur Highway Corridor Plan. This agreement is only for the MacArthur Highway Corridor Plan pre-development & implementation plan and does not apply to or modify any other existing agreements between the City and PCCEO. Additionally, this agreement does not create or extend any relationship between the parties other than what is necessary to successfully secure a pre-development & implementation plan.

NOW, THEREFORE, it is agreed between the parties hereto that;

- 1) City’s role in the pre-development & implementation plan:
 - a. Allocated South Village TIF funds in an amount not to exceed \$290,000 for the creation of a pre-development & implementation plan.
 - b. Provide data and other relevant information as a partner in the development of said plan.
 - c. Review, comment, and approve the pre-development & implementation plan.

- 2) PCCEO’s role in the pre-development & implementation plan:
 - a. Lead Community Engagement, where necessary, for input with the pre-development and implementation plan
 - b. Contract and provide Oversight with all Service Providers working with the pre-development and implementation plan

- c. Liaison and coordinate between Service Providers and City of Peoria, and any other government, public civic, and/or private sources that may provide input and resources to the pre-development and implementation plan
 - d. Facilitate access to all pertinent information necessary to complete the pre-development and implementation plan
 - e. Complete to the satisfaction of the City all items listed in Section 3 of this agreement.
- 3) The pre-development & implementation plan shall at a minimum include the following elements and deliverables due from PCCEO:
- a. A detailed budget and timeline for the implementation of each element of the MacArthur Highway Comprehensive Plan.
 - b. Plan sets for each of the residential prototypes included in the MacArthur Highway Corridor Plan.
 - c. A detailed list of potential funding sources and uses for the implementation of the MacArthur Highway Comprehensive Plan.
 - d. A complete financial projection pro forma detailing funding sources and uses for each element of the MacArthur Corridor Plan.
 - e. A detailed list of potential partners that would advance the implementation of the MacArthur Highway Comprehensive Plan.
 - f. Establishing legal site control of land (or options thereon) necessary for the implementation of the MacArthur Corridor Plan.
 - g. Submission of complete re-zoning applications with all necessary documentation required to implement the MacArthur Corridor Plan.
 - h. A Phase 1 Environmental Review for all land necessary for the implementation of the MacArthur Corridor Plan.
 - i. Complete assessment of all public infrastructure within the boundary of the MacArthur Corridor Plan area include cost to upgrade said infrastructure as needed.
 - j. A draft request for proposal (RFP) and/or request for qualifications (RFQ) for solicitation of a master developer for the implementation of the MacArthur Highway Comprehensive Plan.
- 4) Project Schedule: PCCEO will complete the pre-development and implementation plan 9 – 12 months from date of approval. PCCEO will invoice the City of Peoria monthly with an initial draw payment approved upon execution of agreement. The City shall reimburse PCCEO for elements completed to the satisfaction of the City. The City is under no obligation to issue payment for incomplete or unsatisfactory deliverables. PCCEO shall submit within thirty (30) days of the agreement approval a detailed schedule of deliverables that shall be subject to modification and approval by the City.
- 5) PCCEO, its successors and assignees agree to indemnify and hold harmless the City and its officers and employees against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from any work or activity of PCCEO, its successors and assignees connected to the development of a pre-development & implementation plan. PCCEO, its successors and assignees agrees to

indemnify and hold harmless the City from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and not caused by any actions or omissions of the City, for any work of activity of PCCEO, its successors and assignees connected to the development of said plan.

- 6) The City, its successors and assignees agree to indemnify and hold harmless PCCEO and its officers and employees against all claims by or on behalf of any person or persons, business, firm, partnership, limited liability company or corporation arising from any work or activity of the City, its successors and assignees connected to the development of the pre-development & implementation plan. The City, its successors and assignees agrees to indemnify and hold harmless PCCEO from and against all costs and expenses incurred in or in connection with any such claim arising as aforesaid or in connection with any action or proceeding brought thereon and not caused by any actions or omissions of PCCEO, for any work of activity of the City, its successors and assignees connected to said plan.

- 7) Communication and details concerning this Agreement shall be directed to the following representatives:

CITY
Community Development Director
(or his/her designee)
City Hall
419 Fulton Street, Suite 300
Peoria, IL 61602
309-494-8656

PCCEO
McFarland Bragg
President/CEO
PCCEO
711 W McBean
Peoria, IL 61605
30-671-3900

- 8) The City or PCCEO may amend this agreement at any time and are executed in writing, signed by a duly authorized representative of both parties. Such amendments shall not invalidate this Agreement, nor relieve or release the City or PCCEO from its obligations under this agreement. The agreement cannot be assumed by or assigned to another entity without written authorization and approval from the City.

[Signatures on Next Pages]

APPROVED AND EXECUTED AS OF THIS 20th DAY OF
May 2020.

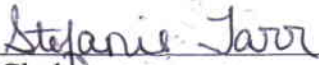
PEORIA CITIZENS COMMITTEE FOR ECONOMIC OPPORTUNITY, INC.
an Illinois not-for profit organization

By:  _____

CITY OF PEORIA, ILLINOIS,
an Illinois Municipal Corporation

By:  _____
City Manager

Attest:



City Clerk

Approved as to Content:



Corporation Counsel

Approved as to Form:



Community Development Department