



RETURN TO:

**JAMIE MYERS
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294**

**2018R40081
STATE OF ILLINOIS
MADISON COUNTY
12/21/2018 10:32 AM
AMY M. MEYER, RECORDER
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OF PAGES: 8**

CITY OF TROY

ORDINANCE NO. 2018 - 02

35.00

**AN ORDINANCE ADOPTING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TRI-TOWNSHIP PARK DISTRICT AND THE CITY OF
TROY, ILLINOIS, FOR THE PURPOSE OF LEASING, DESIGNING,
CONSTRUCTING AND MAINTAINING A PUBLIC PARKING LOT**

**ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS 20th DAY OF FEBRUARY, 2018**

**Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 20th day of February, 2018.**

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BETWEEN THE TRI-TOWNSHIP PARK DISTRICT AND THE CITY OF
TROY, ILLINOIS, FOR THE PURPOSE OF LEASING, DESIGNING,
CONSTRUCTING AND MAINTAINING A PUBLIC PARKING LOT**

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII., Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the City and the Park District are “municipalities” as that term is defined in the “Local Government Property Transfer Act”, 5 ILCS 605/1 “Act”; and

WHEREAS, Section 3.1 of the Act specifically provides that any municipality may lease for any term not exceeding 50 years to any other municipality real property owned or held by the transferor municipality, following adoption of a resolution passed by the vote of 2/3 of the members of the legislative body of the transferor municipality then holding office; and

WHEREAS, the Mayor and the City Council of the City of Troy, Illinois, have determined that it is in the best interests of the public health, safety and welfare of the residents of the City, to enter into an Intergovernmental Agreement to provide for public improvements to the Tri-Township Park District property set forth in attached Intergovernmental Agreement, which will service both the users of the Tri-Township Park District and the residents of the City of Troy, Illinois.

**NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF
THE CITY OF TROY, MADISON COUNTY, ILLINOIS, AS FOLLOWS:**

- Section 1.** The recitals set forth above are hereby incorporated herein as if fully set forth.
- Section 2.** The attached Intergovernmental Agreement is adopted and shall be effective upon its passage, signing and execution as required by law.
- Section 3:** If any section or provision of this Ordinance is declared invalid for any reason, such invalidity shall not affect or impair any of the remaining sections or provisions of this Ordinance which can be given effect without the invalid section or provision, and to this end, the sections and provisions of this Ordinance are declared to be severable.

PASSED by the City Council of the City of Troy, Madison County, Illinois, approved by the Mayor, and deposited in the office of the City Clerk this 20th day of February, 2018.

Those voting aye: Henderson, Italiano, Jackson, Partney, Thompson, Turner and Zarzecki.

Those voting nay: _____

Those absent: Levo

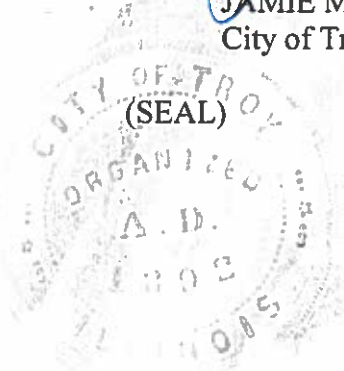
APPROVED:

By: 

ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:

BY: 
JAMIE MYERS, Clerk
City of Troy, Illinois



INTERGOVERNMENTAL AGREEMENT

This Agreement is made and entered into by and between the Tri-Township Park District (hereinafter "Park District"), and the City of Troy, Illinois (hereinafter "City"), this 1st of March, 2018, in Madison County, Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII., Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the City and the Park District are "municipalities" as that term is defined in the "Local Government Property Transfer Act", 5 ILCS 605/1 "Act"; and

WHEREAS, Section 3.1 of the Act specifically provides that any municipality may lease for any term not exceeding 50 years to any other municipality real property owned or held by the transferor municipality, following adoption of a resolution passed by the vote of 2/3 of the members of the legislative body of the transferor municipality then holding office; and

WHEREAS, the President and the Board of Commissioners of the Park District, and the Mayor and the City Council of the City have determined that it is in the best interests of the public health, safety and welfare of the residents of the City, and users of the Park District, for the parties enter into this Intergovernmental Agreement to provide for improvements to the Property set forth in attached Exhibit A, which will service both the Park District and the City; and

NOW THEREFORE, IN CONSIDERATION OF THE PROMISES, THE MUTUAL ADVANTAGES TO BE DERIVED THEREFROM AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN CONTAINED, IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. **Parties.** The parties to this Agreement are public agencies with taxing authority organized and existing under the authority of the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., and the Illinois Park District Code, 70 ILCS 1205/1-1 et seq., as amended from time to time.
2. **Purpose.** The purpose of this Agreement is for the Park District to lease the Property to the City for a one-time payment of One Dollar (\$1.00), to be paid upon execution of this Agreement, and in turn, for the City to design, construct and maintain a public parking lot on the Property, for the continued use and enjoyment of residents of the City, and users of the Park District, in accordance with the terms set forth herein.

3. **Term of Agreement.** The term of this Agreement shall be for twenty (20) years commencing on the date of execution herein. The City shall have the right to extend this Agreement for another renewal term of twenty (20) years. The Agreement shall automatically re-new unless the Park District gives written notice of its election not to renew this Agreement not less than one-hundred and eighty (180) days prior to the expiration of the initial twenty (20) year term.
4. **Design, Construction and Maintenance.** The City is responsible for paying for the cost of the design, construction and maintenance of all improvements to the Property, as denoted in Exhibit A.
5. **Indemnification and Insurance:** The City agrees to indemnify and hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to, legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the City and/or its contractors, as it pertains to the construction of the public parking lot on the Property, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property. Except however, the City shall not indemnify or hold harmless the Park District and its officers, officials, employees, volunteers and agents from and against any claims, damages, losses and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) arising out of or resulting from any acts and/or omissions of the Park District, including any loss or expense attributable to bodily injury, sickness, disease or death, or injury to or destruction of property.

The City shall similarly indemnify and hold harmless the Park District, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) incurred by reason of City's breach of any of its obligations under, and/or its contractor's default of any provisions of this Agreement. The indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by the City or its contractor. Except however, the City shall not indemnify or hold harmless the Park District, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses, including, but not limited to legal fees (attorney's fees, expert fees and court costs) incurred by reason of the Park District's breach of any of its obligations under any provisions of this Agreement. Again, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by the Park District.

After the completion of the construction of the public parking lot on the property, both the City and the Park District agree to keep in force, to the satisfaction of the other, at all times during the term of this Agreement and any extensions or

renewals thereto, Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, and Automobile Insurance in at least the type and amounts as follows on the Property:

1. Workers' Compensation
 - a. State: Statutory
 - b. Applicable Federal (e.g., Longshoremen's): Statutory
 - c. Employer's Liability
 - \$500,000.00 Per Accident
 - \$500,000.00 Disease, Policy Limit
 - \$500,000.00 Disease, Each Employee
2. Commercial General Liability:
 - a. \$2,000,000.00 General Aggregate
 - b. \$1,000,000.00 Products Completed Operations Aggregate
 - c. \$1,000,000.00 Personal and Advertising Injury
 - d. \$1,000,000.00 Each Occurrence
 - e. \$50,000.00 Fire Damage (any one fire)
 - f. \$5,000.00 Medical Expense (any one person).
3. Business Automobile Liability (including owned, non-owned and hired vehicles):
 - a. Bodily Injury:
 - \$1,000,000.00 Per Person
 - \$1,000,000.00 Per Accident
 - b. Property Damage:
 - \$1,000,000.00 Per Occurrence
4. Umbrella Excess Liability:
 - a. \$2,000,000.00 over Primary Insurance

The City shall have all policies of insurance purchased or maintained in fulfillment hereof and name the Park District as an additional insured thereunder. The Park District shall have all policies of insurance purchased or maintained in fulfillment hereof and name the City as an additional insured thereunder. The requirement for each party to name the other party as an additional insured shall not apply to the Workers' Compensation policies. Each shall provide Certificates of Insurance and Policy Endorsements evidencing the coverages and the additions of the additional insureds. No such policy of insurance shall have a deductible or self-insurance retention amount in excess of \$5,000.00 per occurrence. All insurance shall be written on an "occurrence" basis rather than a "claims-made" basis. Failure of either party to demand any certificate, endorsement or other evidence of full compliance with these insurance requirements or the failure of either party to identify a deficiency from evidence that is provided shall not be construed as a waiver of either party's obligation to maintain such insurance. Both parties agree that the obligation to provide the insurance required by this Agreement is solely their respective responsibility and that this is a requirement which cannot be waived by any conduct, action, inaction or omission by either party.

6. **Finances.** Attached in Exhibit B is a total cost estimate of the project to create the public parking lot on the Property. The City will bid the project, and if the bid comes in over 5% of this estimate, the City has the right, but not the obligation, to reject the project.
7. **Amendments.** This Agreement may only be amended in writing signed by the President of the Park District and the Mayor of the City after approval by their respective corporate bodies. Any amendment shall refer back to this Agreement and to other amendments, if any, on the same subject and shall specify the language to be added or changed.
8. **Severability.** If any part of this Agreement is adjudged invalid, such adjudication shall not affect the validity of the entire Agreement as a whole, or any other part.
9. **Notice.** Any notice required hereunder shall be deemed to be given on the date of mailing if sent by certified mail, return receipt requested, to the address or addresses of the entities following their signatures at the end of this Agreement.
10. **Miscellaneous.** Section titles are descriptive only, and do not in any way limit or expand the scope of this Agreement, which is not in any way transferable by any entity hereto.
11. **Dispute Resolution.** In the event of any dispute arising out of the application, interpretation or performance of this Agreement, the affected parties agree to meet and discuss the dispute and a potential resolution at least fifteen (15) days prior to instituting any legal action, unless either party may suffer immediate and irreparable harm from the non-performance, acts or omissions of the other party in which case the aggrieved party may seek equitable relief immediately. In the event the parties are unable to resolve the dispute within the fifteen (15) day period, the parties agree to engage in non-binding mediation utilizing the services of the Federal Mediation & Conciliation Service of the United States or the services of USA & M located in St. Louis, Missouri. If a party refuses to participate in mediation, the other party may (1) file an action to compel mediation, or (2) be relieved from mediation and file any appropriate action in the Circuit Court of Madison County, Illinois. Notwithstanding the foregoing, the parties agree that public safety is paramount and there shall be no interruption or termination of services until a non-appealable final judgment is entered resolving any such dispute.

In Witness Whereof the parties, pursuant to the authority granted by ordinances passed by the Board of Commissioners of the Park District and the City Council for the City of Troy. have caused this Agreement to be executed by their President/Mavor and attested by their respective Clerks and their respective corporate seals affixed hereto.



City of Troy:

Jamie Myers
Attest, City Clerk

City of Troy:

[Signature]
Mayor

Tri-Township Park District:

[Signature]
Attest, Secretary

Tri-Township Park District:

[Signature]
President

END OF DOCUMENT