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RETURN TO: EW

ANDREA D. LAMBERT
CLERK, CITY OF TROY
116 E. MARKET
TROY, IL 62294

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STATE OF ILLINOIS
MADISON COUNTY
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OF PAGES: 8

CITY OF TROY

ORDINANCE NO. 2020 - 18

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AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND THE TRI-TOWNSHIP PARK
DISTRICT REGARDING TRAIL CONSTRUCTION

ADOPTED BY THE
CITY COUNCIL OF THE
CITY OF TROY, ILLINOIS
THIS THIRD DAY OF AUGUST, 2020

Published in pamphlet form by the authority of the City Council of the City of Troy,
Madison County, Illinois, this 3rd day of August, 2020.

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**AN ORDINANCE OF THE CITY OF TROY, ILLINOIS
AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY AND THE TRI-TOWNSHIP PARK
DISTRICT REGARDING TRAIL CONSTRUCTION**

WHEREAS, the City of Troy, Illinois, has identified an opportunity to secure matching funds from the Metro-East Park and Recreation District's FY 21 Park and Trail Grant Program for the enhancement of a trail on the east side of Spring Valley Road from the Madison County Transit (MCT) Bicycle Trail at the US Highway 40 intersection into and through the Tri-Township Park District ("Park") property, for eventual extension into the downtown area of the City; and

WHEREAS, both the City and the Park agree that it is in the best interests of the parties and the general public to mutually cooperate to construct a trail on the Park's property; and

WHEREAS, the attached Intergovernmental Agreement (Exhibit "A") will allow the City to design and construct a public trail on the Park's property for the continued use and enjoyment of residents of the City, users of the Park and the general public in accordance with the terms and conditions set forth therein; and

WHEREAS, the City Council for the City of Troy, Illinois, has determined that it is in the best interests of the City to enter into an Intergovernmental Agreement with the Park in furtherance of this project; and

WHEREAS, a copy of said Intergovernmental Agreement is attached hereto, marked "Exhibit A," and made a part hereof.

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

Section 1. That the City Council hereby determines that the preambles hereto are true and correct and are incorporated herein by reference as if fully set forth herein.

Section 2. The Mayor of the City of Troy, Illinois, is hereby authorized to execute and enter into the attached Intergovernmental Agreement with the Tri-Township Park District, and is further authorized to take all actions and sign all documents necessary to fulfill the intent of this Ordinance.

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.


Section 4. This Ordinance shall be effective upon its passage, signing and publication as required by law.


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 3rd day of August, 2020.

Those voting aye: Dawson, Hellrung, Henderson
Italiano, Knoll, Leva, Manley, Turner

Those voting nay: _____

Those absent: _____

APPROVED:
By: 
ALLEN ADOMITE, Mayor
City of Troy, Illinois

ATTEST:
By: 
ANDREA D. LAMBERT, Clerk
City of Troy, Illinois



**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TROY AND THE
TRI-TOWNSHIP PARK DISTRICT REGARDING TRAIL CONSTRUCTION**

This Intergovernmental Agreement (hereinafter "Agreement") is entered into by and between the City of Troy, Illinois, an Illinois municipal corporation, 116 E. Market Street, Troy, Illinois 62294 (hereinafter "City") and the Tri-Township Park District, an Illinois Park District, 410 Wickliffe St., Troy, Illinois, 62294 (hereinafter "Park"):

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 agree that it is in the best interests of the parties and the general public to mutually cooperate to construct a trail on the Park's property (hereinafter the "Property" - which is set forth in detail and attached as Exhibit "A"); and

WHEREAS, the parties agree to cooperate fully and in good faith with each other in the performance of the construction of the trail; and

WHEREAS, the Mayor and the City Council of the City and the President and Commissioners of the Park have determined that it is in the best interests of the public health, safety and welfare of the residents of the City, users of the Park, and the general public, for the parties enter into this Intergovernmental Agreement to provide for construction of a trail on the Property set forth in attached Exhibit "A", which will service the City, the Park and the general public; 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 to allow the City to design and construct a public trail on the Property, for the continued use and enjoyment of residents of the City, users of the Park and the general public, 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. At the end of the term of this Agreement, the parties may agree to mutually extend the term.

Design and Construction. The City is responsible for paying for the cost of the design and construction of the trail on the Property, as denoted in Exhibit A. Further, the City shall

1. pay for and provide coal tar pitch sealant material every three (3) to five (5) years for the trail at the Park's discretion. The Park shall pay for and provide all labor and equipment necessary to apply said coal tar patch sealant material to the trail. Any repairs which are necessary shall be paid equally by the parties.
2. **Open to the Public and Unrestricted Access.** The parties agree that the trail shall at all times be open to the public throughout the term of this Agreement. That further, the Park agrees that it will not, under any circumstances, deny access to the trail or its parking lots to the general public during the term of the Agreement except during special events and when the trail is undergoing maintenance and repairs or is damaged or the Park determines it is unsafe due to weather or conditions.
3. **Indemnification and Insurance:** The City agrees to indemnify and hold harmless the Park 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 trail 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 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, 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, 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, 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'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.

After the completion of the construction of the trail on the property, both the City and the Park 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 as an additional insured thereunder. The Park shall have all policies of insurance purchased or maintained in fulfillment hereof and name the City as an additional insured thereunder. 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.

4. **Finances.** Attached in Exhibit "B" is a total cost estimate of the project to create the trail on the Property. The City shall pay all of the costs of design and construction of the trail and shall not permit liens to be filed relative to public funds or the property where the trail is constructed.

5. **Amendments.** This Agreement may only be amended in writing signed by the President of the Park 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.
6. **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.
7. **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 parties to this Agreement.
8. **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.
9. **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.

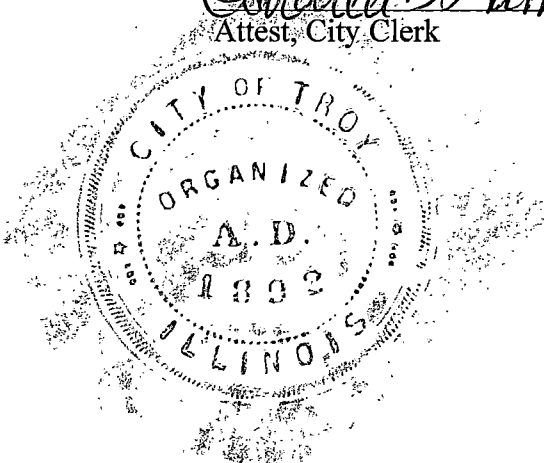
In Witness Whereof the parties, pursuant to the authority granted by ordinances passed by the City Council for the City of Troy and the Commissioners of the Park District, and have caused this Agreement to be executed by their Mayor/President and attested by their respective Clerks and their respective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

City of Troy:

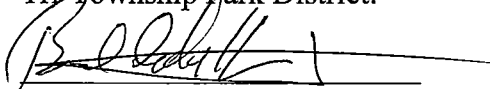
Andrea D. Rambert
Attest, City Clerk

City of Troy:

[Signature]
Mayor

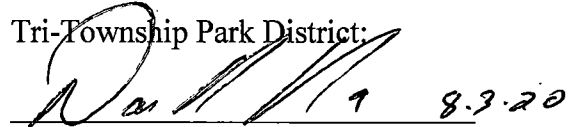


Tri-Township Park District:



Attest, Secretary

Tri-Township Park District:



President

END OF DOCUMENT