



CITY OF WASHINGTON, ILLINOIS
City Council Consent Agenda Communication

Meeting Date: April 21, 2025

Prepared By: Dennis Carr – City Engineer

Agenda Item: A Resolution Approving An Intergovernmental Agreement Between The City Of Peoria and The City of Washington.

Explanation: Peoria has offered to loan an art piece created by Avard Fairbanks to help honor our bicentennial celebration. The art piece is a 4-foot-tall bust of George Washington that formerly stood on the campus at George Washington University in Washington, DC. And was dedicated to the City of Peoria on the occasion of the Creve Coeur Club's 100th Anniversary Washington Day Banquet.

Red:
Heart and Lung Health

Vision



Blue/Purple:
Brain Health

are your favorite
foods of all
are we
PO



Elaine Patten
Illustration

2018
2019
2020

Elaine Patten, a professional
illustrator, is the author
of several children's books
and has been featured in
numerous publications.

RESOLUTION NO. _____

(Synopsis: This resolution will approve an intergovernmental agreement between the City of Washington and the City of Peoria for the loan of the George Washington bust to commemorate the City of Washington's bicentennial)

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE CITY OF PEORIA
AND THE CITY OF WASHINGTON**

WHEREAS, the City of Washington is a home-rule municipality in accordance with the Constitution of the State of Illinois of 1970; and

WHEREAS, the City of Washington is celebrating its bicentennial; and

WHEREAS, the City of Peoria is willing to temporarily loan its Avard Fairbanks bronze bust of George Washington to the City of Washington pursuant to the terms of a written intergovernmental agreement; and

WHEREAS, the City of Washington desires to display the bust at Five Points Washington as part of its bicentennial celebration.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WASHINGTON, TAZEWELL COUNTY, ILLINOIS, as follows:

Section 1. The facts and statements contained in the preamble to this resolution are found to be true and correct and are hereby adopted as part of this resolution.

Section 2. That the Intergovernmental Agreement in substantially the form attached hereto, marked as "Exhibit A," and by reference expressly made a part hereof, is hereby approved and accepted by the City of Washington

Section 3. That the Mayor of the City of Washington is authorized to execute and record the above-referenced Intergovernmental Agreement in his official capacity on behalf of the City of Washington.

Section 4. If any part or parts of this resolution shall be held to be unconstitutional or otherwise invalid, such unconstitutionality or invalidity shall not affect the validity of the remaining provisions of this resolution.

PASSED AND APPROVED this 21 day of April, 2025.

AYES _____

NAYS _____

MAYOR

ATTEST:

CITY CLERK

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PEORIA,
ILLINOIS AND THE CITY OF WASHINGTON, ILLINOIS FOR THE LOAN OF THE
GEORGE WASHINGTON BUST TO COMMEMORATE THE CITY OF
WASHINGTON'S BICENTENNIAL**

THIS AGREEMENT ("Agreement") is made and entered into on and is effective as of the 23rd day of April, 2025 ("Effective Date") by and between the CITY OF PEORIA ("Peoria") an Illinois home rule municipal corporation; and the CITY OF WASHINGTON ("Washington") an Illinois non-home rule municipal corporation.

WITNESSETH:

WHEREAS, pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970, together with the powers and authority granted to the parties under the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) the parties hereto have the authority to enter into this Agreement for the purposes hereinafter set forth; and

WHEREAS, in 1998 George Washington University dedicated a four-foot-tall bust of George Washington to the City of Peoria on the occasion of the Creve Coeur Club's 100th Anniversary Washington Day Banquet; and

WHEREAS, the bust was created by a renowned sculptor, Avard Fairbanks and previously stood on George Washington University's campus in Washington, D.C.; and

WHEREAS, between 1998 and 2022 the bust was displayed in Fulton Plaza within the City of Peoria; and

WHEREAS, in 2022, Peoria and the Peoria Riverfront Museum ("Museum") entered into a loan agreement to relocate the bust to the Museum's premises for display ("PRM Loan Agreement"); and

WHEREAS, in 2025, Washington is celebrating its Bicentennial; and

WHEREAS, Washington has requested a temporary loan of the Washington bust to help celebrate its Bicentennial and would like to display the bust at Five Points Washington; and

WHEREAS, Peoria congratulates Washington on its Bicentennial and agrees to loan the Washington bust to Washington for temporary display;

WHEREAS, Peoria and the Museum have amended the PRM Loan Agreement to facilitate the loan the Artwork to Washington in accordance with the terms of this Agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the parties agree as follows:

1. Description of Artwork. Avard Fairbanks bronze bust of George Washington.
2. Art Loan Dates: From the Effective Date to September 5, 2025.

3. Exhibition Venue: Five Points Washington, 360 Wilmor Road, Washington, IL.

4. Possession of Artwork. The Artwork will only be located at the Exhibition Venue during the Art Loan Dates \. The Artwork will be returned to the Peoria Riverfront Museum, unless directed otherwise by Peoria.

5. Shipping or Relocation Costs. Washington will be solely responsible for the costs of shipping/transporting/relocating the Artwork from the Museum to the Exhibition Venue and for costs returning the Artwork back to the Museum at the conclusion of the Art Loan Dates.

6. Duty of Care. Washington will cooperate to confirm the acceptable condition of the Artwork upon arrival and departure, with contacts from the Peoria Riverfront Museum. Washington will exercise the same care with respect to the Artwork as it does in safekeeping its own property. Damages, whether in transit or at the Exhibition Venue and regardless of who may be responsible shall be reported to Peoria immediately. No action shall be undertaken to correct the damage without Peoria being notified and approving such action.

7. Insurance. The Artwork will be insured by Peoria at its total declared value of Sixty Thousand Dollars (\$60,000) for the duration of the Art Loan Dates. Washington accepts all responsibility for damage to the Artwork in cases involving negligence by Washington, its employees and agents. Washington agrees to pay the sum of \$195.00 toward the insurance premium being paid by Peoria. In the event the damage to the Artwork necessitates filing a claim on Peoria's insurance policy during the term of the Art Loan Dates, Washington agrees to either pay directly or reimburse Peoria for the one-thousand-dollar (\$1,000) deductible.

8. Warranties. Peoria warrants that it is the owner of the Artwork and has the full power and authority to lend the Artwork to Washington and to permit public display.

9. Termination. This Agreement will terminate upon the return of the Artwork to the Peoria Riverfront Museum on or before September 5, 2025. Further, the Agreement can be terminated with thirty (30) days written notice to the other party.

10. Notices. Except as otherwise provided herein, all demands, notices or objections permitted or required to be given or served under this Agreement shall be in writing and shall be deemed to have been duly given or served when delivered in person, sent by confirmed telecopy, or deposited in the United States Mail, postage prepaid, for mailing by certified or registered mail, return receipt requested, to the address specified below.

If to Peoria:

City of Peoria
Attn: City Manager
419 Fulton Street
Peoria, IL 61602

With copy to:

City of Peoria
Attn: Legal Department
419 Fulton Street
Peoria, IL 61602

If to Washington:

City of Washington
Attn: Mayor
301 Walnut Street
Washington, IL 61571

With copy to:

City of Washington
Attn: City Attorney
301 Walnut Street
Washington, IL 61571

Either party may from time to time change its notice address or addresses by written notice to the other party at the then current mailing address of the other party in accordance with the provision for notice as set forth in this paragraph.

11. Counterparts. This Agreement may be executed in counterparts and, in such case; each counterpart shall serve as an original of this Agreement.

12. Severability. If any provision of this Agreement or its application to any person, entity or property is held invalid or unenforceable, the remaining portion or portions shall, nevertheless, be valid and enforceable and carried into effect, unless to do so would clearly violate the present legal and valid intentions of the parties hereto.

13. Governing Law: This Agreement will be governed in all respects by the laws of the State of Illinois.

14. Amendments: This Agreement may only be amended by mutual written agreement of the parties.

15. Waiver: No waiver of any term or provision of this Agreement will be deemed to be, or construed as, a further or continuing waiver of such term of provision, or any other term or provision.

16. Entire Agreement: This Agreement constitutes the entire agreement between the parties.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF PEORIA

CITY OF WASHINGTON

By: _____

By: _____

Date:

Date: