

**INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND
ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF WEBER ROAD
(CH 88) AND RYAN DRIVE IN THE COUNTY OF WILL**

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); and

WHEREAS, the City of Crest Hill is a Municipal Corporation and situated in Will County, (hereinafter referred to as “CREST HILL”) under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, The Illinois Intergovernmental Cooperation Act, (Illinois Compiled Statutes, Chapter 5, Section 220/1 et seq.), authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the COUNTY, and CREST HILL, in order to facilitate the free flow of traffic and ensure safety to the motoring public, previously agreed to the construction and maintenance of the improved, signalized intersection at County Highway 88 (Weber Road) and Ryan Drive, which was memorialized by an Intergovernmental Agreement dated August 21, 2003 governing the intersection improvements consisting of the traffic signal and other appurtenances (hereinafter referred to as “IMPROVEMENT”); and

WHEREAS, the previous intergovernmental agreement governing the maintenance of the IMPROVEMENT is set to expire on August 21, 2023, necessitating action to establish a new intergovernmental agreement between CREST HILL and the COUNTY governing said maintenance of the IMPROVEMENT; and

WHEREAS, County Highway 88 (Weber Road) is under the jurisdiction of the COUNTY; and

WHEREAS, Ryan Drive at this intersection is under the jurisdiction of CREST HILL;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, and CREST HILL (hereinafter collectively referred to as “PARTIES”) AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the previous agreement pertaining to this IMPROVEMENT expiring on August 21, 2023.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY'S standard maintenance contract and shall invoice CREST HILL for said routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to the CREST HILL at a total rate of \$150.00 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days written notice of the maintenance contract price increase to CREST HILL.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice CREST HILL for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. CREST HILL shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice CREST HILL on a semiannual basis. Energy costs invoiced to CREST HILL shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days' written notice of the energy cost contract price increase to CREST HILL.
5. CREST HILL shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of Weber Road.
7. CREST HILL shall retain jurisdiction of Ryan Drive.
8. If the State of Illinois adopts any amendment, addition, deletion, or other change to the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", "ILLINOIS SUPPLEMENT TO THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", or IDOT design standards, district-specific or otherwise, pertaining to traffic signals, CREST HILL, at its sole expense, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards.

9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. This document shall be the final embodiment of the Agreement by and between the COUNTY and CREST HILL. No oral changes or modifications to this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of duly authorized representative(s) of the COUNTY and CREST HILL.
11. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
12. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
13. Venue for any legal action arising out of this Agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
14. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer
Will County Division of Transportation
16841 West Laraway Road
CREST HILL, IL 60433

Will County State's Attorney
Attention: Civil Division
57 N. Ottawa Street, 5th Floor
CREST HILL, Illinois 60432

If to the City of CREST HILL:

City of CREST HILL
Attention: Mark Siefert
Director of Public Works
2090 Oakland Avenue
CREST HILL, IL 60403

City of CREST HILL
City Attorney

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

15. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

Dated at CREST HILL, Illinois this _____ day of _____, 2023.

WILL COUNTY

ATTEST

Will County Executive

Will County Clerk
(Seal)

Dated at CREST HILL, Illinois, this _____ day of _____, 2023.

CITY OF CREST HILL

ATTEST

Mayor

City Clerk