

**AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF
CREST HILL AND THE CITY OF JOLIET FOR THE GENERAL MAINTENANCE, OF
AND FINANCIAL RESPONSIBILITY FOR CERTAIN SECTIONS OF INGALLS
AVENUE AND CERTAIN SECTIONS OF GAYLORD ROAD**

THIS AGREEMENT is hereby entered into this _____ day of _____, 2024, by and between the CITY OF CREST HILL, a Municipal Corporation, (hereinafter referred to as “CREST HILL”), acting pursuant to Chapter 65 of the Illinois Compiled Statutes and the Constitution of the State of Illinois, and the CITY OF JOLIET, a Municipal Corporation, (hereinafter referred to as “JOLIET”).

WHEREAS, the Intergovernmental Cooperation Act found at 5 ILCS 220/1 et seq., authorizes CREST HILL and JOLIET to enter into intergovernmental agreements to jointly exercise, combine, transfer, or enjoy any power, privilege, function, or authority which they may possess; and

WHEREAS, Article 7, Section 10(a) of the Constitution of the State of Illinois authorizes CREST HILL and JOLIET to contract in any manner not prohibited by law and to use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, CREST HILL and JOLIET share a contiguous boundary at multiple locations within each City; and

WHEREAS, Ingalls Avenue is an east/west roadway which at certain locations is within the corporate boundaries of CREST HILL and JOLIET; and

WHEREAS, Gaylord Road is a north/south roadway which at certain locations is within the corporate boundaries of CREST HILL and JOLIET; and

WHEREAS, the Corporate Authorities of CREST HILL and JOLIET have determined and agreed that an Intergovernmental Agreement is necessary and desired to establish the jurisdictional responsibility for certain sections of Ingalls Avenue and Gaylord Road, as described in greater detail herein.

NOW, THEREFORE, BE IT AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

INGALLS AVENUE FROM GAEL DRIVE TO JOLIET JUNCTION TRAIL

1. CREST HILL hereby acknowledges and accepts jurisdictional responsibility for Ingalls Avenue to the south side back of the curb, as more fully shown in the graphic depiction attached hereto as Exhibit A and incorporated herein by reference.

2. JOLIET acknowledges and agrees to perform at its sole cost and expense all general maintenance responsibility for this section of Ingalls Avenue from Gael Drive to Joliet Junction Trail, including street sweeping, snow removal and general routine pothole patching work.

3. With respect to any future construction, resurfacing, pavement patching or pavement marking projects by JOLIET on Ingalls Avenue east or west of the section of Ingalls Avenue from Gael Drive to Joliet Junction Trail which is the jurisdictional responsibility of CREST HILL, the section of Ingalls Avenue from Gael Drive to Joliet Junction Trail shall be included in the scope of work and, shall be submitted to CREST HILL's staff for review and will be submitted to the CREST HILL Corporate Authorities for final approval and, if approved, CREST HILL shall be responsible for reimbursing JOLIET for One Hundred Percent (100%) of the actual construction, resurfacing, pavement patching, and/or pavement marking costs for the aforementioned section of Ingalls Avenue which is the jurisdictional responsibility of CREST HILL. JOLIET shall be solely responsible for engineering, bidding and payment of contractors performing any such future resurfacing, pavement patching, or pavement marking projects.

GAYLORD ROAD FROM 845 FEET NORTH OF LAKEVIEW DRIVE TO APPROXIMATELY 319 FEET SOUTH OF THE CENTERLINE OF WEST RENWICK ROAD

4. CREST HILL hereby acknowledges and accepts jurisdictional responsibility for that section of Gaylord Road from 845 feet north of Lakeview Drive to approximately 319 feet south of the centerline of West Renwick Road, from the east right-of-way line to the west side back of curb, as more fully shown in the graphic depiction attached hereto as Exhibit B and incorporated herein by reference.

5. JOLIET hereby acknowledges and accepts jurisdictional responsibility from the back of curb along the west side of the pavement to the west right of way line from 845 feet north of Lakeview Drive to approximately 319 feet south of the centerline of West Renwick Road, as more fully shown in the graphic depiction attached hereto as Exhibit B and incorporated herein by reference.

6. CREST HILL acknowledges and agrees to perform at its sole cost and expense all general maintenance responsibility for this section of Gaylord Road from 845 feet north of Lakeview Drive to approximately 319 feet south of the centerline of West Renwick Road, from the east right-of-way line to the west side back of curb, as more fully shown in the graphic depiction attached hereto as Exhibit B and incorporated herein by reference, including street sweeping, snow removal, general routine pothole patching work, and rehabilitation operations.

7. With respect to any future construction, resurfacing, pavement patching or pavement marking projects by CREST HILL on Gaylord Road from 845 feet north of Lakeview Drive to approximately 319 feet south of the centerline of West Renwick Road, as more fully shown in the graphic depiction attached hereto as Exhibit B and incorporated herein by reference and which is the jurisdictional responsibility of CREST HILL. CREST HILL shall be solely responsible for engineering, bidding and payment of contractors performing any such future

resurfacing, pavement patching, or pavement marking projects on Gaylord Road from 845 feet north of Lakeview Drive to approximately 319 feet south of the centerline of West Renwick Road, from the east right-of-way line to the west side back of curb, as more fully shown in the graphic depiction attached hereto as Exhibit B and incorporated herein by reference.

GAYLORD ROAD FROM APPROXIMATELY 319 FEET SOUTH OF THE CENTERLINE OF WEST RENWICK ROAD TO THE SOUTHERN RIGHT-OF-WAY LINE OF WEST RENWICK ROAD

8. JOLIET hereby acknowledges and accepts jurisdictional responsibility for that section of Gaylord Road from approximately 319 feet south of the centerline of West Renwick Road to the southern right-of-way line of West Renwick Road, as more fully shown in the graphic depiction attached hereto as Exhibit C and incorporated herein by reference.

9. CREST HILL acknowledges and agrees to perform at its sole cost and expense all general maintenance responsibility for the section of Gaylord Road from approximately 319 feet south of the centerline of West Renwick Road to the southern right-of-way line of West Renwick Road, including street sweeping and snow removal.

10. With respect to any future construction, resurfacing, pavement patching or pavement marking projects by CREST HILL for that section of Gaylord Road referred to in Paragraphs Six (6) and Seven (7) above which is the jurisdictional responsibility of CREST HILL, the section of Gaylord Road from approximately 319 feet south of the centerline of West Renwick Road to the southern right-of-way line of West Renwick Road which is JOLIET's jurisdictional responsibility shall be included in the scope of work, and shall be submitted to JOLIET's staff for review and then submitted to the JOLIET Corporate Authorities for final approval and, if approved, JOLIET shall be responsible for reimbursing CREST HILL for One Hundred Percent (100%) of the actual construction, resurfacing, patching, and/or marking costs for the aforementioned section of Gaylord Road which is the jurisdictional responsibility of JOLIET. CREST HILL shall be solely responsible for engineering, bidding and payment of contractors performing any such future construction, resurfacing, pavement patching, or pavement marking projects.

11. This Agreement may be terminated by either party upon service of a 30-day written notice at the address noted in this Agreement.

12. The foregoing eleven (11) paragraphs constitute the full and complete agreement of the parties. There are no oral understandings or agreements which are in addition to or contravene the terms of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

Entered into this _____ day of _____, 2024.

CITY OF CREST HILL
A Municipal Corporation
20600 City Center Blvd.
Crest Hill, IL 60403

CITY OF JOLIET
A Municipal Corporation
150 W. Jefferson St.
Joliet, IL 60432

By: _____
Its Mayor

By: _____
Its Mayor

ATTEST:

ATTEST:

City Clerk

City Clerk