

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (the “Agreement”) is made and entered into by and between the City of Crest Hill, an Illinois municipal corporation located in Will County, Illinois (the “City”), and the Village of Romeoville, an Illinois municipal corporation located in Will County, Illinois (the “Village”), as of the Effective Date (defined below). The Village and the City may be referred individually as a “Party” or collectively as the “Parties” where appropriate.

RECITALS

WHEREAS, Pinnacle Drive is a public highway located in, and under the jurisdiction of, the Village, lying north of Renwick Road; and

WHEREAS, Pinnacle Drive intersects with Renwick Road, which is a public highway located in the City and under the jurisdiction of Will County (the “Intersection”); and

WHEREAS, the Village has installed certain traffic signals and related traffic control devices at the Intersection, including without limitation lighted street name signs for both Pinnacle Drive and Renwick Road; and

WHEREAS, the City desires that the lighted street name signs for Renwick Road indicate the fact that said road lies within the corporate boundaries of the City; and

WHEREAS, the Village is willing to allow the installation of said street name signs, provided that the City agrees to pay for, provide, install, and maintain any and all glass sign faces and lightbulbs necessary for such signs’ operation; and

WHEREAS, the City is willing to pay for, provide, install, and maintain any and all glass sign faces and lightbulbs necessary for such signs’ operation, provided that the Village will continue to provide electrical power to said signs, as well as to maintain all other traffic signals and related traffic control devices presently under the control and jurisdiction of the Village and/or otherwise presently maintained by the Village; and

WHEREAS, the Parties are authorized to enter into this agreement pursuant to Article VII, Section 10 of the Constitution of the State of Illinois of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/3).

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, as well as for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, the City and the Village agree as follows:

AGREEMENT

1. **Recitals Incorporated.** the Parties hereby find and declare that all of the recitals set forth in the preamble to this Agreement, above, are true, accurate, and complete. Furthermore, the Parties hereby declare that the statements, representations, covenants, and recitations set forth in the foregoing recitals are material to this Agreement and are incorporated into and made a part of this Agreement as though they were fully set forth in this Section. In addition, all exhibits referred to in the preamble to this Agreement, or elsewhere in this Agreement, and attached hereto or incorporated herein by textual reference are hereby made a part of this Agreement as though they were fully set forth in this Section.

2. **Renwick Road Lighted Street Name Signs.**

- 2.1. The City agrees that it will provide, install, and maintain any and all glass sign faces and lightbulbs necessary to operate the lighted street name signs for Renwick Road at the intersection, all at the City's sole cost and expense.
- 2.2. The Village agrees that it will continuously provide all electrical power necessary for the operation of the lighted street name signs for Renwick Road at the Intersection at the Village's sole cost and expense.
- 2.3. The Village further agrees that it will continue maintain any and all other traffic signals and related traffic control devices located at the Intersection and presently (i) under the control and jurisdiction of the Village and/or (ii) otherwise presently maintained by the Village.

3. **General Provisions.**

- 3.1. Effective Date. The "Effective Date" of this Agreement shall be the first date on which it is fully executed by all Parties.
- 3.2. Term of Agreement. The term of this Agreement begins on the Effective Date and shall continue until December 31, 2032 (the "Termination Date"). Upon the Termination Date, as well as each subsequent Termination Date, this Agreement shall be automatically extended for an additional term of ten (10) years unless either Party notifies the other Party of its intention to terminate this Agreement in writing not more and ninety (90) days and not less than thirty (30) days prior to the Termination Date.
- 3.3. Successors and Assigns. The covenants, terms, conditions, representations, warranties, agreement, and undertakings set forth in this Agreement are intended to and shall be binding upon and inure to the benefit of the Parties, as well as any of their successors, assigns, and heirs.
- 3.4. Notice. Any notice required or contemplated by this Agreement shall be in writing and shall be either (i) personally delivered or (ii) mailed by (a) U.S. certified mail, return receipt requested and postage pre-paid, or (b) nationally recognized private carrier (such as FedEx or UPS) to the Parties at the following addresses:

<i>If to the City:</i>	The City of Crest Hill 1610 Plainfield Road Crest Hill, Illinois 60403 Attn: Mayor
<i>With a copy to:</i>	Michael R. Stiff Spesia & Taylor 1415 Black Road Joliet, Illinois 60435
<i>If to the Village:</i>	Village of Romeoville 1050 West Romeo Road Romeoville, Illinois 60446 Attn: Mayor

With a copy to: Richard E. Vogel
Tracy Johnson & Wilson
2801 Black Road, 2d Floor
Joliet, Illinois 60435

Any notice given pursuant to this Section shall be deemed delivered and effective as follows: (i) if personally delivered, then on the date of such delivery; (ii) if mailed by U.S. certified mail, return receipt requested, postage pre-paid, then on the fifth (5th) business day after it was deposited in said mail; or (iii) if mailed by nationally-recognized private carrier (such as FedEx or UPS), then on the third (3rd) business day after it is deposited with said mail carrier.

- 3.5. Merger and Integration; Amendments. This Agreement contains the entire agreement of the Parties with respect to the transactions contemplated hereby, and all prior agreements, negotiations, and undertakings related thereto are expressly merged herein and superseded hereby. This Agreement may be amended by, and only by, a written instrument which is approved and executed by both of the Parties.
- 3.6. No Waiver or Relinquishment of Right to Enforce Agreement. The failure of any Party to this Agreement to insist upon strict and prompt performance of the terms, covenants, agreements, and conditions herein contained shall not constitute or be construed as a waiver or relinquishment of any Party's rights to enforce any such term, covenant, agreement or condition, but the same shall continue in full force and effect.
- 3.7. Performance of Agreement. Time is of the essence for this Agreement and each and every provision hereof.
- 3.8. Choice of Law; Choice of Forum. This Agreement is made under and by virtue of the laws of the state of Illinois and shall be construed, interpreted, and applied pursuant thereto without the application of any conflicts of laws principles. Further, the Parties, to the fullest extent permitted by law, hereby knowingly, intentionally, and voluntarily submit to the exclusive personal and subject-matter jurisdiction of the Circuit Court for the Twelfth Judicial Circuit, Will County, Illinois, over any suit, action, or proceeding in any way related to or arising from this Agreement. Therefore, the Parties hereby knowingly, intentionally, and voluntarily waive and forfeit any and all rights that they have, or which they may later accrue, to file any motion challenging jurisdiction or venue in said circuit court, including but not limited to any motion styled as a motion forum *non conveniens*, as well as their right to remove any such action to any federal court. In the event of any litigation related to this Agreement, the Parties shall each be responsible for its own attorneys' fees and costs of suit.
- 3.9. Severability. Each provision of this Agreement shall be considered severable. If for any reason any provision is determined to be illegal or unenforceable by any court or other adjudicative body of competent jurisdiction, such illegality or unenforceability shall not affect the legality or enforceability of the remaining provisions of this Agreement; rather, such illegal or unenforceable provision shall be deemed severable herefrom. No Party to this Agreement shall challenge the legality and enforceability of, or assert the illegality or unenforceability of, any provision of this Agreement.

- 3.10. Captions and Paragraphs Headings. The captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing it.
- 3.11. No Interpretation Against the Drafter. This Agreement is the product of mutual arms-length negotiation and drafting, and each Party has been represented by legal counsel in the negotiation and drafting of this Agreement. Accordingly, the rule of construction which provides that ambiguities in a document shall be construed against the drafter of that document shall have no application to the interpretation and enforcement of this Agreement.
- 3.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all together shall constitute a single document.

[Intentionally Blank]

WHEREFORE, the Parties have executed this Agreement as of the dates set forth below their respective signatures.

City of Crest Hill

By: Raymond R. Soliman

Its: Mayor

Date: _____

Village of Romeoville

By: John D. Noak

Its: Mayor

Date: _____

State of Illinois)
County of Will) §§

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT Raymond R. Soliman, Mayor of the City of Crest Hill, Will County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said City of Crest Hill, for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public

State of Illinois)
County of Will) §§

ACKNOWLEDGEMENT

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT John D. Noak, Mayor of the Village of Romeoville, Will County, Illinois, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed, and delivered the said instrument as his free and voluntary act, and as the free and voluntary act of said Village of Romeoville for the uses and purposes therein set forth.

Given under my hand and official seal, this ____ day of _____, 2023.

Notary Public (seal)