

**SECOND AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR
ENGINEERING SERVICES, AND CONSTRUCTION OF ROADWAY
IMPROVEMENTS, AND TRAFFIC SIGNAL MODIFICATIONS AT THE
INTERSECTION WITH WEBER ROAD AND GASKIN DRIVE IN THE COUNTY OF
WILL**

WHEREAS, the Village of Romeoville is a Municipal Corporation situated in Will County, (hereinafter referred to as “VILLAGE”) under and by virtue of the Constitution and laws of the State of Illinois and has acted in the exercise of its statutory authority in the exercise of this agreement; and

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the “COUNTY”); 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, County Highway 88 (Weber Road) at the intersection of Gaskin Drive is under the jurisdiction of the COUNTY; and

WHEREAS, Gaskin Drive at this intersection is under the jurisdiction of the VILLAGE; and

WHEREAS, south of the Weber/Gaskin intersection, the COUNTY, under section number 01-00170-26-TL, has initiated and is undergoing design for improvements to the intersection of Weber Road and Renwick Road which include three thru lanes in each direction on Weber Road with a thirty-two (32) foot barrier median; and

WHEREAS, north of the Weber/Gaskin intersection, improvements have been made to Weber Road at the Airport Road and Wal-Mart entrance intersections which include three thru lanes in each direction on Weber Road with a thirty-two (32) foot barrier median; and

WHEREAS, with the addition of a new development in the northeast corner of Weber Road and Renwick Road (hereinafter referred to as “DEVELOPMENT”), the COUNTY and VILLAGE, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving the existing intersection of County Highway 88 (Weber Road) and Gaskin Drive located as shown on “Exhibit A” to the AGREEMENT to provide three thru lanes

in each direction on Weber Road, a thirty-two (32) foot barrier median, and all appurtenances thereof, thus maintaining the continuity of the Weber Road traffic lanes in this area (hereinafter referred to as “IMPROVEMENT”); and

WHEREAS, in furtherance of the aforementioned aims, the COUNTY and VILLAGE have heretofore entered into a certain intergovernmental agreement to provide for the construction of the IMPROVEMENT, approved by COUNTY Resolution No. 08-449 and VILLAGE Resolution No. 08-1051 (hereinabove and hereinafter referred to as the “AGREEMENT”); and

WHEREAS, the COUNTY and VILLAGE have previously amended the AGREEMENT by executing an amendment thereto approved by COUNTY Resolution No. 11-206 and VILLAGE Resolution No. 11-1423 (hereinabove and hereinafter referred to as the “FIRST AMENDMENT”); and

WHEREAS, the FIRST AMENDMENT amended and restated the obligations of the VILLAGE to make certain payments to the COUNTY toward the cost of the design, construction and construction engineering of certain improvements referred to in the FIRST AMENDMENT (and herein) as the IMPROVEMENT; and

WHEREAS, COUNTY and VILLAGE now desire to further amend and restate the obligations of the VILLAGE to make certain payments to the COUNTY toward the cost of the design, construction and construction engineering of certain improvements referred to in the FIRST AMENDMENT as the IMPROVEMENT; and

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

1. COUNTY and VILLAGE acknowledge that the VILLAGE has heretofore completed the design of the IMPROVEMENT and delivered the same to COUNTY, that the VILLAGE has heretofore made all contributions required by Sections 2A, 2B and 2C of the FIRST AMENDMENT, and that the COUNTY has completed the construction of the IMPROVEMENT as contemplated by Section 3 of the FIRST AMENDMENT.

2. COUNTY and VILLAGE further acknowledge that as of the date of this amendment (hereinafter referred to as the “SECOND AMENDMENT”) to the AGREEMENT as the same has been amended by the FIRST AMENDMENT, the remaining amount owed by the VILLAGE to the COUNTY toward the cost of the construction of the IMPROVEMENT pursuant to Section 2D of the FIRST AMENDMENT is \$1,319,790.12 (the “REMAINING BALANCE”). Notwithstanding any contrary provision of the AGREEMENT or the FIRST AMENDMENT (including said section 2D thereof), the VILLAGE shall pay the REMAINING BALANCE to the COUNTY in accordance with the payment schedule hereinafter set forth in this Section 2 of this SECOND AMENDMENT. No interest shall accrue on the REMAINING BALANCE or any portion thereof remaining unpaid from time to time or by charged by COUNTY to VILLAGE.

A. On or before December 31, 2020, the VILLAGE shall pay to the COUNTY the sum of \$125,000.00 or the then-remaining REMAINING BALANCE, whichever is less.

B. On or before December 31, 2021, the VILLAGE shall pay to the COUNTY the sum of \$125,000.00 or the then-remaining REMAINING BALANCE, whichever is less.

C. On or before December 31, 2022, the VILLAGE shall pay to the COUNTY the sum of \$125,000.00 or the then-remaining REMAINING BALANCE, whichever is less.

D. On or before December 31, 2023, the VILLAGE shall pay to the COUNTY the sum of \$125,000.00 or the then-remaining REMAINING BALANCE, whichever is less.

E. On or before December 31, 2024, the VILLAGE shall pay to the COUNTY the sum of \$125,000.00 or the then-remaining REMAINING BALANCE, whichever is less.

F. On or before December 31, 2025, the VILLAGE shall pay to the COUNTY the then-remaining REMAINING BALANCE in full.

3. The terms and provisions of this SECOND AMENDMENT shall supersede and control over any contrary or conflicting terms, conditions or provisions of any Sections of the AGREEMENT or the FIRST AMENDMENT, but all other terms, conditions and provisions of the AGREEMENT and the FIRST AMENDMENT are currently and shall remain in full force and effect, and the same shall not in any way be altered, affected, modified, limited or construed by the terms, conditions and provisions of this SECOND AMENDMENT. This SECOND AMENDMENT and the AGREEMENT and the FIRST AMENDMENT set forth all agreements, understandings, and covenants between the VILLAGE and the COUNTY with respect to the IMPROVEMENT, and, taken together, this SECOND AMENDMENT and the AGREEMENT and the FIRST AMENDMENT supersede all other written or oral agreements, understanding and negotiations, and represent the entire agreement of the VILLAGE and the COUNTY with respect to the IMPROVEMENT. No oral changes or modifications of this SECOND AMENDMENT or the AGREEMENT or the FIRST AMENDMENT shall be permitted or allowed. Changes or modification to this SECOND AMENDMENT or the AGREEMENT or the FIRST AMENDMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and the VILLAGE.

4. In the event that a court of competent jurisdiction shall hold any provisions of this AMENDMENT invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.

5. This SECOND AMENDMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

6. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.

7. Any notices under this SECOND AMENDMENT shall be sent as follows:

If to the COUNTY:

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

Will County State's Attorney
Attn: Civil Division
121 North Chicago Street
Joliet, Illinois 60432

If to the VILLAGE:

Village of Romeoville
1050 W. Romeo Road
Romeoville, IL 60446

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

8. This SECOND AMENDMENT 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 Joliet, Illinois this ____ day of _____, 2020.

ATTEST:

Will County Clerk

Will County Executive

(Seal)

Dated at Romeoville, Illinois, this ____ day of _____, 2020.

ATTEST:

By _____
Village Clerk

Mayor of the Village of Romeoville

(Seal)