

**INTERGOVERNMENTAL AGREEMENT FOR THE PROPOSED
IMPROVEMENT OF WEBER ROAD FROM SOUTH OF 135TH
STREET/ROMEO ROAD EXTENDING TO SOUTH OF NORMANTOWN ROAD
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, the COUNTY, in order to facilitate the free flow of traffic and provide safety to the motoring public, is desirous of improving Weber Road (County Highway 88) from south of 135th Street/Romeo Road extending to south of Normantown Road. The improvement provides for roadway widening, additional turn lanes, upgraded street lighting, modernization of the traffic signals, pedestrian facilities and landscaping. The improvement will be constructed as County Section: 14-00170-42-RP.

WHEREAS, Weber Road (County Highway 88) from south of 135th Street/Romeo Road extending to south of Normantown Road is currently under the jurisdiction of the COUNTY;

WHEREAS, the COUNTY and the VILLAGE have elected to cooperate with each other and set forth the rights and responsibilities of each party regarding the maintenance and cost of the Shared-Use Path, Concrete Sidewalk, Street Lighting, Traffic Signal Modernization, Illuminated Street Name Signs, Landscaping and Water Main.

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and VILLAGE agree as follows:

1. The above Recitals are substantive and are incorporated herein by reference as if fully set forth in this paragraph 1.
2. The COUNTY shall construct at the VILLAGE'S expense; Shared-Use Path, Concrete Sidewalk, Street Lighting, Traffic Signal Modernization, Illuminated Street Name Signs, Landscaping and Water Main in accordance with COUNTY and VILLAGE Specifications.
3. The VILLAGE shall at its sole expense be responsible for all future costs and maintenance of the Shared-Use Path, Concrete Sidewalk, Street Lighting, Illuminated Street Name Signs, Landscaping and Water Main, including but not limited to energy costs and other utilities.
4. The COUNTY shall construct at the COUNTY'S expense the center medians along Weber with barrier curb and gutter, backfill with 4 inches of topsoil, seed and blanket. Future landscaping in the center medians will require approval of the plans and specifications by the COUNTY.
5. The VILLAGE shall at its sole expense be responsible for the future maintenance of the landscape median.
6. The COUNTY shall construct a dry bottom storm water detention pond within COUNTY right-of-way as a part of the roadway improvements. Upon completion of the improvements, the COUNTY shall deed ownership of the property containing the pond to the VILLAGE.
7. The VILLAGE shall be responsible for all maintenance of the pond and agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages, or awards, including reasonable attorney's fees, arising from this agreement and/or the maintenance or use of the pond.
8. At such a time that the adjacent property is sold and/or redeveloped, the VILLAGE shall deed ownership of the pond back to the underlying adjacent property owner. The property owner shall be made known that upon redevelopment of the parcel that they must accept stormwater runoff from the roadway as per the Water Resource Ordinance for Unincorporated Will County effective 6/17/2010.
9. The VILLAGE agrees to indemnify and hold harmless the COUNTY from any and all liability, actions, claims, judgments, damages or awards arising from this agreement and/or the maintenance or use of said Shared-Use Path, Concrete Sidewalk, Street Lighting, Traffic Signal Modernization, Illuminated Street Name Signs, Landscaping and Water Main, including reasonable attorneys' fees and court costs.

10. All parties agree that the COUNTY shall retain and be responsible for routine maintenance of the traffic signals and all appurtenances at the intersection of Weber Road and 135th Street/Romeo Road and at Weber Road and Carillon Drive/Grand Boulevard with the exception of the Street Lighting, and Illuminated Street Signs.
11. All parties agree that the COUNTY shall repair future damage that may occur to the traffic signal and all appurtenances caused by motor vehicles, weather, or any other "Act of God" at the intersection of Weber Road and 135th Street/Romeo Road and at Weber Road and Carillon Drive/Grand Boulevard with the exception of the Street Lighting and Illuminated Street Name Signs.
12. All parties agree that the COUNTY shall retain and be responsible for energy costs of the traffic signal in its entirety at the intersection of Weber Road and 135th Street/Romeo Road.
13. All parties agree that the previous agreement outlining the responsibilities for energy costs of the traffic signal at the intersection of Weber Road and Carillon Drive/Grand Boulevard shall remain in effect.
14. All parties agree that the VILLAGE shall retain and be responsible for energy costs of the Street Lighting.
15. All parties agree that the COUNTY shall retain and be responsible for traffic signal timing.
16. Upon award of the contract for the improvement, the COUNTY will invoice the Village for 90% (approximately \$807,495.59) of the amount of the estimated Village's share of the construction costs for the improvement as outlined in Exhibit "A". Upon completion of the improvement and final acceptance by the VILLAGE and the Will County Division of Transportation, the Village and the COUNTY will agree on each agency's final share of the costs for the improvement based on the final actual costs.
17. This document shall be the final embodiment of the Agreement by and between the COUNTY and VILLAGE. No oral changes or modifications for 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 approvals of the COUNTY and the VILLAGE.
18. All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof.

19. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

20. Venue for this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois and shall be governed by the laws of the State of Illinois irrespective of choice of law considerations.

21. 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
Joliet, Illinois 60433

Will County State's Attorney
121 North Chicago Street
Joliet, Illinois 60432

If to the VILLAGE:

Village of Romeoville
1050 West Romeo Road
Romeoville, IL 60446

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

Dated at Joliet, Illinois this ____ day of _____, 2017.

ATTEST:

By _____
Will County Clerk

By _____
Will County Executive

(Seal)

Dated at Romeoville, Illinois, this ____ day of _____, 2017.

ATTEST:

By _____
Village Clerk

Mayor of the Village of Romeoville

(Seal)

Exhibit A
Project Estimate of Cost Breakdown
County Highway 88 (Weber Road)
from south of 135th Street/Romeo Road extending to south of Normantown Road

Village of Romeoville Cost Participation Items

Item	Cost
Shared-Use Path	\$60,386.50
Concrete Sidewalk	\$251,119.40
Street Lighting	\$127,887.00
Traffic Signal Modernization (Carillon Drive/Grand Boulevard)	\$79,935.43
Illuminated Street Name Signs	\$36,000.00
Landscaping	\$57,400.00
Water Main	\$282,239.00
Sanitary Sewer	\$2,250.00
ROMEOVILLE TOTAL	\$897,217.33