



**RESOLUTION OF THE COUNTY BOARD  
WILL COUNTY, ILLINOIS**

***Authorizing an Intergovernmental Agreement with the County of Will, the City of Lockport, the Village of Homer Glen, and Homer Township for Design Engineering Services (Phase I) for the North-South Connector for the Caton Farm - Bruce Road Corridor East of the Des Plaines River Valley, County Board Districts #7 & #9***

WHEREAS, the County of Will currently has the Caton Farm - Bruce Road Corridor under study, utilizing Sections 99-00074-20-EG & 00-00074-21-EG, and Section 17-00074-21-ES, which serves as a supplemental task work request within the City of Lockport, the Village of Homer Glen, and Homer Township, County Board Districts #7 & #9; and

WHEREAS, it is desirable that the County, City of Lockport, Village of Homer Glen, and Homer Township cooperate with each other and determine the rights and responsibilities for all parties regarding the execution of the Design Engineering Services (Phase I) and cost sharing by all parties; and

WHEREAS, the Intergovernmental Cooperation Act (5-ILCS 220/1 et seq) provides statutory authority for the County, City of Lockport, Village of Homer Glen, and Homer Township to enter into an intergovernmental agreement as described above.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to enter into the attached intergovernmental agreement with the County of Will, the City of Lockport, the Village of Homer Glen, and Homer Township, pertaining to the design engineering services (Phase I) of the North-South Connector for the Caton Farm - Bruce Road Corridor, subject to the review and approval by the Will County State's Attorney.

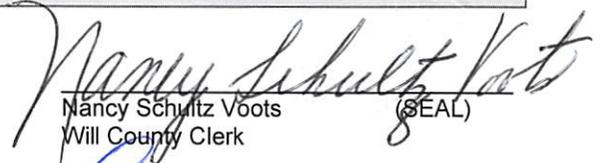
BE IT FURTHER RESOLVED, that the County Executive and the County Clerk of Will County are hereby authorized and directed to execute said agreement, subject to review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage approval as provided by law.

Adopted by the Will County Board this 21st day of September, 2017.

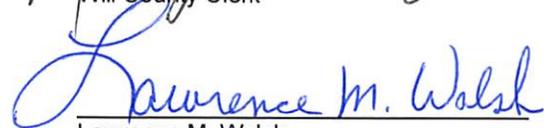
<b>AYES:</b>	Ogalla, Summers, Moustis, Moran, Rice, Harris, Bennefield, Fritz, Gould, Militello, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Staley-Ferry, Dollinger, Marcum, Hart, Maher, Tuminello, Weigel, Kraulidis
<b>ABSENT:</b>	Singer, Traynere, Ferry

Result: Approved - [Unanimous]

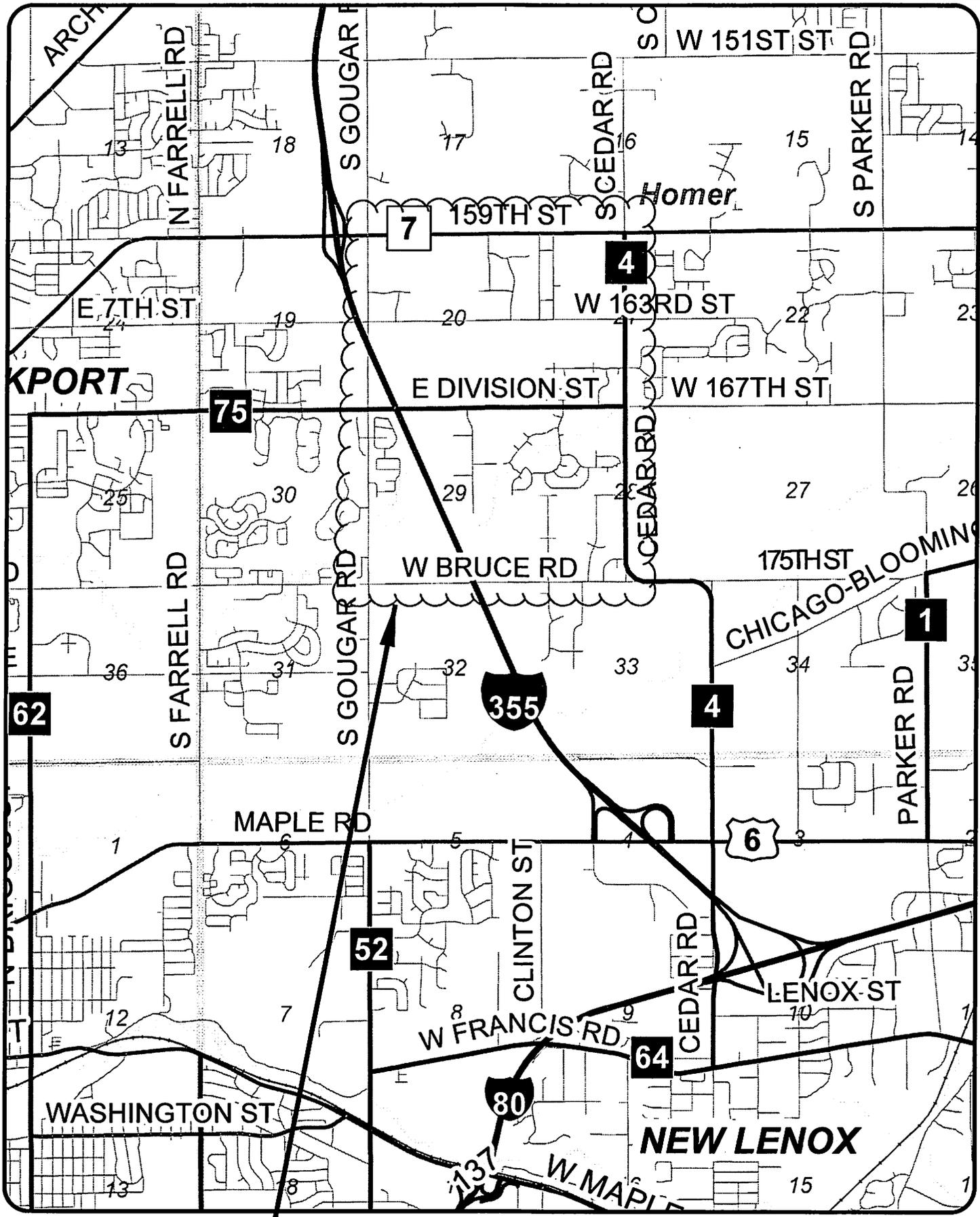


Nancy Schultz Voots (SEAL)  
Will County Clerk

Approved this 5<sup>th</sup> day of October, 2017.



Lawrence M. Walsh  
Will County Executive



**Project Location Map**  
**Gougar Road at Bruce Road**  
**to Cedar Road at IL Rte 7.**



Attachment: reso map - Caton Farm Bruce alternatives (17-223 : IGA w City of Lockport, Village of Homer Glen & Homer Twp CFB Road

**INTERGOVERNMENTAL AGREEMENT  
AMONG  
THE COUNTY OF WILL, THE CITY OF LOCKPORT, THE VILLAGE OF HOMER  
GLEN, AND HOMER TOWNSHIP FOR COST SHARING FOR THE ENGINEERING  
STUDY FOR THE NORTH-SOUTH CONNECTOR FOR  
THE CATON FARM ROAD-BRUCE ROAD PROJECT  
EAST OF THE DES PLAINES RIVER**

---

**THIS INTERGOVERNMENTAL AGREEMENT** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2017, is entered into for the purpose of sharing costs to be incurred for an engineering study for the North-South Connector for the Caton Farm Road-Bruce Road Project.

**RECITALS**

**WHEREAS**, Section 10, Article 7, of the Constitution of the State of Illinois of 1970 authorizes units of local government, including counties, municipalities, and townships, to contract to exercise, combine, or transfer any power or function not prohibited to them by law or ordinance; and

**WHEREAS**, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) authorizes units of local government to exercise jointly with any 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 of Will is a body corporate and politic (referred to as "COUNTY"); and

**WHEREAS**, the City of Lockport is a municipal corporation situated in Will County and organized and existing under the laws of the State of Illinois (referred to as "LOCKPORT"); and

**WHEREAS**, the Village of Homer Glen is a municipal corporation situated in Will County and organized and existing under the laws of the State of Illinois (referred to as "HOMER GLEN"); and

**WHEREAS**, Homer Township is a unit of local government situated in Will County and organized and existing under the laws of the State of Illinois (referred to as "HOMER TOWNSHIP"); and

**WHEREAS**, LOCKPORT, HOMER GLEN, and HOMER TOWNSHIP are collectively referred to in this Intergovernmental Agreement as the “EASTERN PARTICIPANTS”; and

**WHEREAS**, WILL COUNTY and the EASTERN PARTICIPANTS are members of the Transportation Corridor Committee (referred to as “TCC”) which has served as the intergovernmental association that has been overseeing the development of a Strategic Regional Arterial Study for the construction of a new high level bridge that will cross the Des Plaines River Valley and connect Crest Hill Six Corners at U.S. 30, Gaylord Road, and Caton Farm Road in Crest Hill with Cedar Road and 159<sup>th</sup> Street (Illinois Route 7) in HOMER GLEN, and more commonly known as the “CFBR SRA Project”; and

**WHEREAS**, other governmental agencies are members of the TCC, and those agencies include the Lockport Township, City of Joliet, the Village of New Lenox, City of Crest Hill, Fairmont Community, and Plainfield Township; and

**WHEREAS**, the COUNTY through the Will County Division of Transportation has served as the lead agency for the TCC, and the COUNTY has contracted with CivilTech Engineering, Inc. (referred to as “CivilTech”), for engineering services in developing plans for the CFBR SRA Project; and

**WHEREAS**, in May of 2009, the TCC approved an alignment of the new road and high level bridge that included the “Middle Alignment” through Lockport Township and Homer Township; and

**WHEREAS**, the governmental members of the TCC formally approved the alignment of the CFBR SRA Project following the TCC’s approval of the alignment; and

**WHEREAS**, beginning in 2015, the EASTERN PARTICIPANTS have requested that the Middle Alignment be reconsidered and that other alignments be reconsidered or new alignments be considered; and

**WHEREAS**, the EASTERN PARTICIPANTS reaffirmed their commitment to having the much needed high level bridge constructed over the Des Plaines River Valley, but the request to reconsider the Middle Alignment was based on several reasons and circumstances that have changed since the approval of the original alignment; and

**WHEREAS**, the TCC has agreed to allow the EASTERN PARTICIPANTS to have an engineering study done to reevaluate the Middle Alignment and consider other alignments of the road east of the Des Plaines River Valley and primarily east of I-355, provided that the EASTERN PARTICIPANTS pay for the cost of having CivilTech do the engineering study for the reconsideration of the Middle Alignment; and

**WHEREAS**, the EASTERN PARTICIPANTS have agreed to pay for the cost of the engineering study as provided in this Intergovernmental Agreement

NOW, THEREFORE, the parties to this Intergovernmental Agreement agree to the following terms and conditions:

**SECTION 1. ENGINEERING SERVICES**

The COUNTY shall contract with CivilTech for the reconsideration of the Middle Alignment and study of alternative alignments in accordance with the proposal attached to this Intergovernmental Agreement as Exhibit A with the understanding that CivilTech will undertake “Part A” of the study initially. After the TCC considers the Part A of the CivilTech report, the TCC will then determine whether to authorize CivilTech to proceed with “Part B” of the study. The study shall include using Gougar Road, the Middle Alignment, and Cedar Road as possible North-South Connectors.

**SECTION 2. PAYMENT OF ENGINEERING COSTS**

The EASTERN PARTICIPANTS agree pay for the cost of the CivilTech engineering study beginning with Part A of the study. The EASTERN PARTICIPANTS shall share the cost of Part A of the study equally with each agency paying 33.33% of the costs.

If the EASTERN PARTICIPANTS and the COUNTY and the remaining members of the TCC agree to proceed with Part B of the study, then LOCKPORT shall be responsible for 100% of the Part B study, subject to formal appropriation of funding for the study. If LOCKPORT does not appropriate funding for the Part B study or if the Lockport City Council declines to fund the Part B study, the remaining members of the TCC, including the EASTERN PARTICIPANTS, cannot require LOCKPORT to fund the Part B study.

The COUNTY shall serve as the lead agency for contracting with CivilTech for the study, and the COUNTY shall submit invoices to the EASTERN PARTICIPANTS as payments are due to CivilTech, and the EASTERN PARTICIPANTS shall remit payment to the COUNTY within 30 days of receipt of the invoice. The EASTERN PARTICIPANTS are committing to paying the amounts set forth in the CivilTech proposal attached to this Agreement as Exhibit A on a “not to exceed” basis for the amounts set forth in the proposal. The payment of any amounts in excess of the specified not-to-exceed amounts shall require formal approval by each of the EASTERN PARTICIPANTS or some other cost sharing arrangement agreed upon by the EASTERN PARTICIPANTS, said excess payments resulting from unforeseen requirements of the regulatory agencies shall not be unreasonably withheld.

**SECTION 3. TCC MEETING REPORTS AND PROGRESS REPORTS**

CivilTech shall provide the TCC with progress reports at TCC meetings and shall give other reports at TCC meetings. If the Middle Alignment is to be reconsidered and another alignment selected, the new alignment will be subject to approval by the TCC and the individual members of the TCC through each agency’s formal approval process. The Eastern Participants agree to enter into an intergovernmental agreement or otherwise commit that the alignment selected by the TCC shall be the final alignment that will be used for the project.

Attachment: IGA CFB Corridor (17-223 : IGA w City of Lockport, Village of Homer Glen & Homer Twp CFB Road Corridor)

**SECTION 4. AMENDMENTS**

This Intergovernmental Agreement is the full embodiment of the agreement among the parties, and that any changes to the Agreement must be done in writing and only through the formal approval process by the individual governing boards of each party.

**SECTION 5. DURATION OF THE AGREEMENT**

This Intergovernmental Agreement shall not have a specific termination date and will terminate only after the completion of the engineering study process, unless the Agreement is otherwise terminated through the unanimous mutual consent of all of the parties.

**SECTION 6. NOTICES AND CONTACT PERSON**

Any formal notice that is to be served on each party shall be done by delivering such notice in person or through a public or private delivery service that includes proof of service to the chief administrative official of each party. For purposes of progress reports and continued participation at TCC meetings in reviewing the reports of CivilTech, each party will designate a specific individual who shall be authorized representative of each party.

**SECTION 7. FORMAL APPROVAL**

This Intergovernmental Agreement shall be approved through the passage of an ordinance or resolution by the governing board of each party, and any amendment to the Agreement shall require the same method of approval. This Intergovernmental Agreement shall be signed in counterparts.

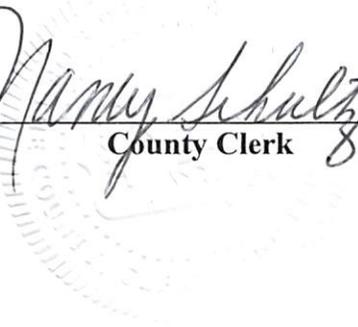
**SEE FOLLOWING PAGES FOR SIGNATURES**

THROUGH FORMAL APPROVAL OF ORDINANCE OR RESOLUTION NO. 17-223, THIS INTERGOVERNMENTAL AGREEMENT HAS BEEN APPROVED THIS 21<sup>st</sup> DAY OF September, 2017:

COUNTY OF WILL:

BY: Lawrence M. Walsh  
County Executive

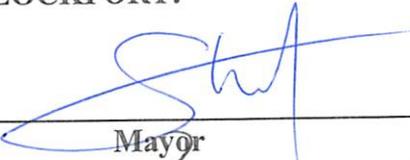
ATTEST: Nancy Schultz Kott  
County Clerk



THROUGH FORMAL APPROVAL OF ORDINANCE OR RESOLUTION NO. \_\_\_\_\_, THIS INTERGOVERNMENTAL AGREEMENT HAS BEEN APPROVED THIS 16<sup>th</sup> DAY OF August, 2017:

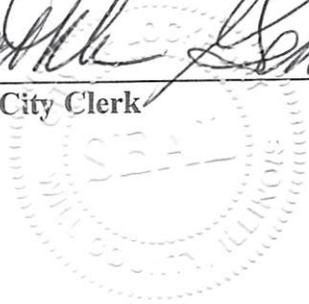
CITY OF LOCKPORT:

BY: \_\_\_\_\_

  
Mayor

ATTEST: \_\_\_\_\_

  
City Clerk



THROUGH FORMAL APPROVAL OF ORDINANCE OR RESOLUTION NO. \_\_\_\_\_, THIS INTERGOVERNMENTAL AGREEMENT HAS BEEN APPROVED THIS 23 DAY OF AUGUST, 2017:

VILLAGE OF HOMER GLEN:

BY: \_\_\_\_\_  
President

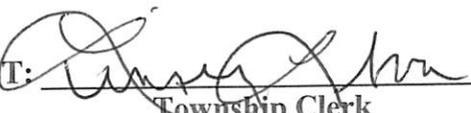
ATTEST: \_\_\_\_\_  
Village Clerk



THROUGH FORMAL APPROVAL OF IT'S BOARD OF TRUSTEES THIS INTERGOVERNMENTAL AGREEMENT HAS BEEN APPROVED THIS 14th DAY OF August, 2017:

HOMER TOWNSHIP:

BY:   
Township Supervisor

ATTEST:   
Township Clerk