

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HOMER GLEN AND
THE TOWNSHIP OF HOMER OF WILL COUNTY, ILLINOIS
FOR THE CREATION OF A PEDESTRIAN PATH
ON HOMER TOWNSHIP PROPERTY**

This Agreement, dated 26 day of May 2021, is made by and between the Village of Homer Glen, hereinafter referred to as "Village," and the Township of Homer, hereinafter referred to as "Township".

WHEREAS, the Village is a home rule unit of local government within Will County organized and existing under the laws of the State of Illinois; and

WHEREAS, the Township is a unit of local government within Will County organized and existing under the laws of the State of Illinois; and

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois authorizes units of local government, including townships and municipalities, to cooperate with each other in order to accomplish common goals and objectives, and 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, including townships and municipalities, to exercise jointly any powers, 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 Township owns certain real property commonly known as Town Center Park, 14354 W. 151st Street, Homer Glen, Illinois and certain real property commonly known as the Homer Township Administrative Offices, 14350 W. 151st Street, Homer Glen, Illinois; and

WHEREAS, the Village owns certain real property commonly known as the Village Hall and Heritage Park, 14240 W. 151st Street, Homer Glen, Illinois; and

WHEREAS, the Township and the Village desire to create a pedestrian path between their respective properties to assist with pedestrian crossing and public parking during community festivals and events; and

WHEREAS, the proposed location of pedestrian path is reflected on Exhibit "A" attached hereto and made a part of this Agreement; and

WHEREAS, the Village has agreed to pay for all related expenses and construction of

the pedestrian path on Township property as reflected on Exhibit "A"; and

WHEREAS, the Township and the Village have set forth herein the terms and conditions of their agreement in this Agreement and have duly authorized their respective presiding officers to enter into and execute this Agreement; and

WHEREAS, the parties acknowledge and agree that the individuals who are members of the group constituting the corporate authorities of the Village and of the Township are entering into this Agreement in their corporate capacities as members of such group and shall have no personal liability in their individual capacities.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which are hereby acknowledged,

IT IS HEREBY AGREED by and between the parties as follows:

Section 1. Incorporation of Recitals: The parties agree that the recitals have been incorporated by reference into the rest of the Agreement as if fully set forth herein.

Section 2. Grant of Easement: Township grants unto the Village an Easement, in, along, upon, across, and through the Township property reflected in Exhibit "A" together with an additional ten (10) foot area on each side of the proposed pedestrian path, including the right to enter upon, traverse, use, store and place materials, equipment and supplies to construct and maintain a pedestrian path between the respective properties (the "Easement Property").. The Homer Township Highway Commissioner shall serve as the Township's agent for the inspection and oversight of any construction matters under this Agreement.

Township reserves the right to use the Easement Property in any manner not inconsistent with the rights herein granted to the Village. Township agrees not to build, construct or erect, nor permit others to build, construct or erect any buildings, structures or improvements of any kind on, within, across, over, under or upon the Easement Property until the expiration of this Agreement or without the express prior written consent of the Village.

Section 3. Village's Responsibilities:

A. The Village shall insure, indemnify, defend and hold harmless the Township and their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property resulting from it negligence, including the execution and performance of this Agreement.

B. The Village will construct the pedestrian path as shown on Exhibit "A" and pay for necessary materials and equipment. The pedestrian path shall be approximately 325 feet long and will be 8 feet wide. The path will be constructed with a 6" CA6 base course with 2" of crushed limestone screenings. The Village shall be responsible for, and shall pay for, any

continued maintenance requirements of the pedestrian path while the Easement is in effect. The pedestrian path shall be constructed and maintained in a reasonable manner as required by law subject to the inspection and approval by the Homer Township Highway Commissioner.

C. The Village will notify the Homer Township Highway Commissioner of the construction schedule, shall provide copies of all construction plans, and shall provide progress updates to allow for necessary inspections of the path construction. The Village shall further notify the Homer Township Highway Commissioner of any planned maintenance construction or projects following completion of the initial path construction.

D. The Village agrees to make Village parking available and accessible to the Township during special events.

E. The Village will not consent to or direct vendors, entertainers, commercial uses or any other activities to be conducted upon Township property.

Section 4. Township Responsibilities:

A. The Township shall insure, indemnify, defend and hold harmless the Village, and its Members their respective officers, employees, and agents from and against all liabilities, actions, damages, claims, demands, judgments, losses, costs, expenses, suits, or actions and reasonable attorney's fees and defend the indemnified parties in any suit including appeals, for personal injury to, or death of, any person or persons, or for loss or damage to property resulting from its negligence, including the execution and performance of this Agreement.

B. The Township may provide notice to the Village of any required path maintenance following initial construction of the path. However, nothing herein shall require the Township to engage in any maintenance and the Township shall not be liable for any injury or loss due to the failure to maintain the path.

C. The Township agrees to make Township parking available and accessible to the Village during special events.

D. The Township will not consent to or direct vendors, entertainers, commercial uses or any other activities to be conducted upon Village property.

Section 5. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Township as a unit of local government under Illinois statutory or common law, such privileges and immunities being specifically reserved by the Township.

Section 6. Nothing in this Agreement shall be interpreted to waive any immunities or privileges provided to the Village as a unit of local government under Illinois statutory or common law, such privileges and immunities being specifically reserved by the Village.

Section 7. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understanding, representations and statements, oral or written, are merged herein. This Agreement may be modified only by written instrument executed by the parties.

Section 8. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

Section 9. If any provision, clause, word or designation of this Agreement is held to be invalid by any court of competent jurisdiction, such provision, clause, word or designation shall be deemed to be excised from this Agreement and the invalidity thereof shall not affect any other provisions, clause, word or designation contained herein.

Section 10. Termination.

This Agreement shall be effective and continue until terminated by either party upon ninety (90) days written notice to the other.

Section 11. Notices to the parties shall be in writing and delivered to the parties at the following addresses:

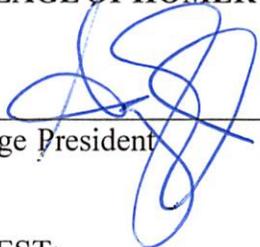
If to the Village: Mayor George Vukich
14240 W. 151st Street
Homer Glen, IL 60491
Phone: 708-301-0632
Fax: 708-301-8407
Email: mayoryukich@homerglenil.org

If to the Township: Stephen Balich, Township Supervisor
14350 W. 151st Street
Homer Glen, IL 60491
Cell phone: 815-557-7196
Business Phone:
Business Fax:
Email: sbalich@comcast.net

Either party may change the address for notices to such party by written notice to the other. Notice given by personal or email service shall be effective upon the date delivered. Notice given by mail shall be effective on the third (3rd) business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the proper authorities of the respective parties.

VILLAGE OF HOMER GLEN



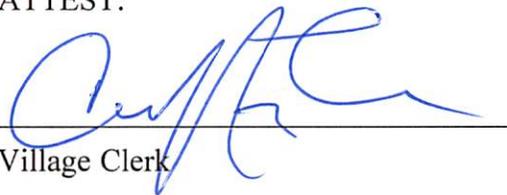
Village President

HOMER TOWNSHIP

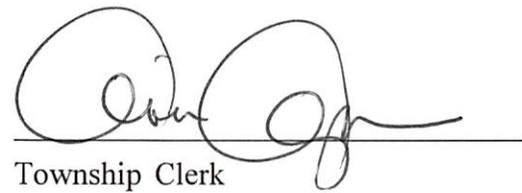


Township Supervisor

ATTEST:

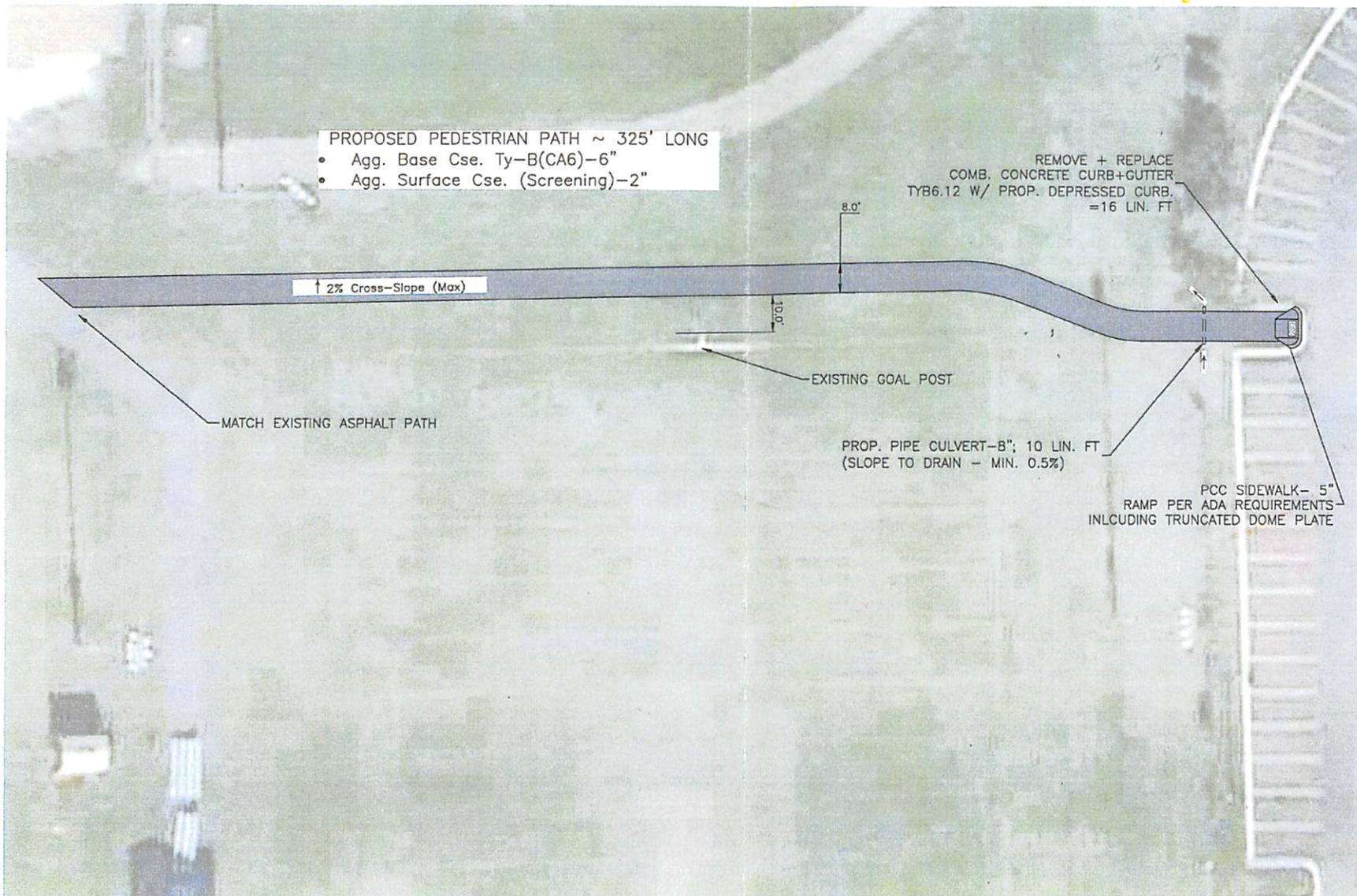


Village Clerk



Township Clerk

EXHIBIT A



PROPOSED PEDESTRIAN PATH ~ 325' LONG

- Agg. Base Cse. Ty-B(CA6)-6"
- Agg. Surface Cse. (Screening)-2"

REMOVE + REPLACE
COMB. CONCRETE CURB+GUTTER
TYB6.12 W/ PROP. DEPRESSED CURB.
=16 LIN. FT

↑ 2% Cross-Slope (Max)

EXISTING GOAL POST

PROP. PIPE CULVERT-8"; 10 LIN. FT
(SLOPE TO DRAIN - MIN. 0.5%)

PCC SIDEWALK- 5"
RAMP PER ADA REQUIREMENTS
INCLUCING TRUNCATED DOME PLATE

MATCH EXISTING ASPHALT PATH

NO.	DATE	BY	REVISION DESCRIPTION
1	1/15/20	JSC	CONCEPT
2	2/27/23	HRG	SHIFTING PATH NORTH



Town Center Park - Pedestrian Path
HOMER GLEN, ILLINOIS

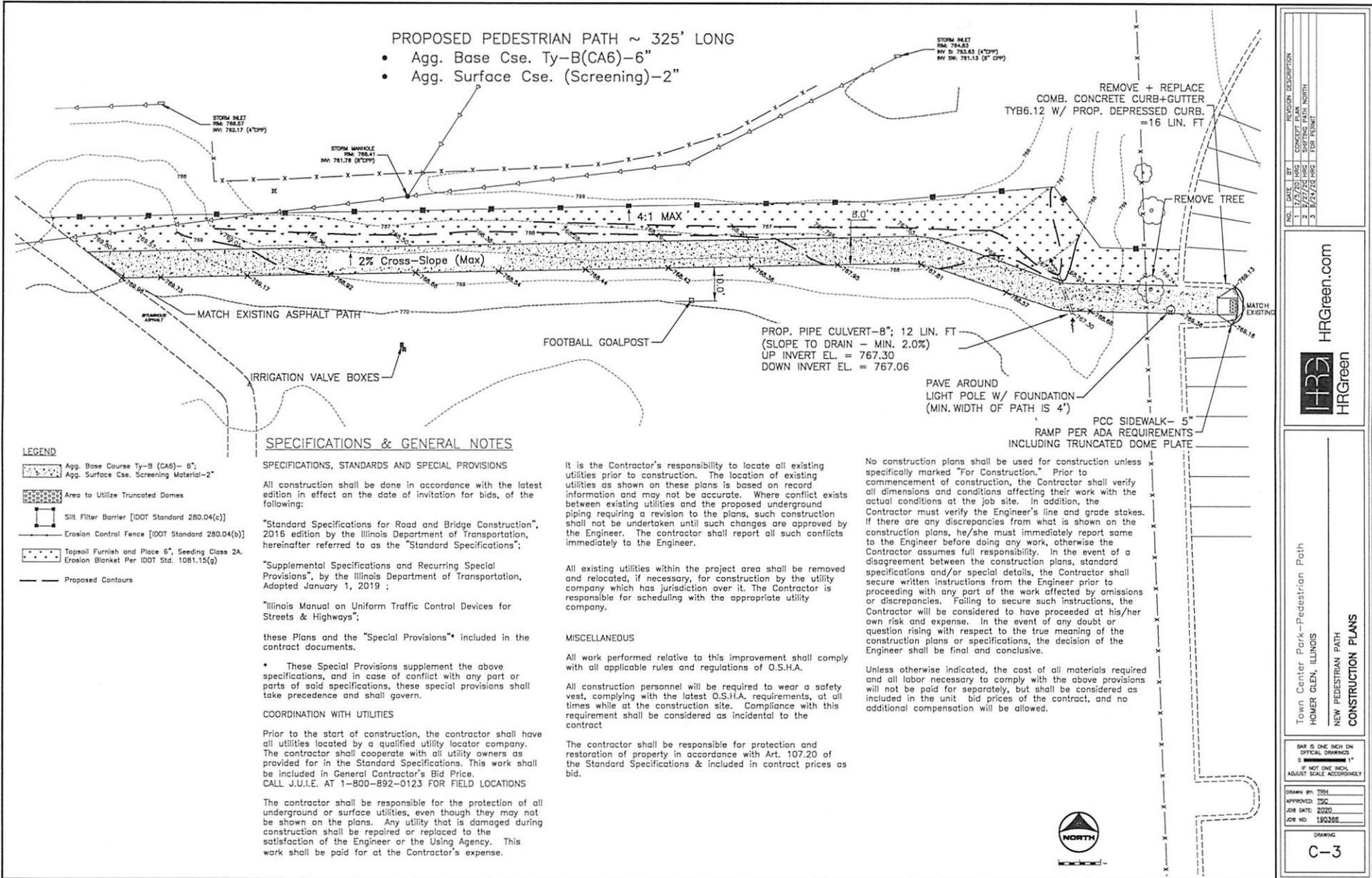
CONCEPT
OVERALL CONCEPT PLAN

BAR IS ONE INCH ON
OFFICIAL DRAWINGS
IF NOT ONE INCH
ADJUST SCALE ACCORDINGLY

DRAWN BY: JRH
APPROVED: JSC
JOB DATE: 2020
JOB NO: 150366



DRAWING
CON-02



PROPOSED PEDESTRIAN PATH ~ 325' LONG

- Agg. Base Cse. Ty-B(CA6)-6"
- Agg. Surface Cse. (Screening)-2"

LEGEND

	Agg. Base Course Ty-B (CA6)-6"
	Agg. Surface Cse. Screening Material-2"
	Area to Utilize Truncated Domes
	Silt Filter Barrier [DOT Standard 280.04(c)]
	Erosion Control Fence [DOT Standard 280.04(b)]
	Topsoil Furnish and Place 6", Seeding Class 2A, Erosion Blanket Per IDOT Std. 1081.15(g)
	Proposed Contours

SPECIFICATIONS & GENERAL NOTES

SPECIFICATIONS, STANDARDS AND SPECIAL PROVISIONS

All construction shall be done in accordance with the latest edition in effect on the date of invitation for bids, of the following:

"Standard Specifications for Road and Bridge Construction", 2015 edition by the Illinois Department of Transportation, hereinafter referred to as the "Standard Specifications";

"Supplemental Specifications and Recurring Special Provisions", by the Illinois Department of Transportation, Adopted January 1, 2019 ;

"Illinois Manual on Uniform Traffic Control Devices for Streets & Highways";

these Plans and the "Special Provisions" included in the contract documents.

* These Special Provisions supplement the above specifications, and in case of conflict with any part or parts of said specifications, these special provisions shall take precedence and shall govern.

COORDINATION WITH UTILITIES

Prior to the start of construction, the contractor shall have all utilities located by a qualified utility locator company. The contractor shall cooperate with all utility owners as provided for in the Standard Specifications. This work shall be provided for in the General Contractor's Bid Price. CALL J.U.I.E. AT 1-800-892-0123 FOR FIELD LOCATIONS

The contractor shall be responsible for the protection of all underground or surface utilities, even though they may not be shown on the plans. Any utility that is damaged during construction shall be repaired or replaced to the satisfaction of the Engineer or the Using Agency. This work shall be paid for at the Contractor's expense.

It is the Contractor's responsibility to locate all existing utilities prior to construction. The location of existing utilities as shown on these plans is based on record information and may not be accurate. Where conflict exists between existing utilities and the proposed underground piping requiring a revision to the plans, such construction shall not be undertaken until such changes are approved by the Engineer. The contractor shall report all such conflicts immediately to the Engineer.

All existing utilities within the project area shall be removed and relocated, if necessary, for construction by the utility company which has jurisdiction over it. The Contractor is responsible for scheduling with the appropriate utility company.

MISCELLANEOUS

All work performed relative to this improvement shall comply with all applicable rules and regulations of O.S.H.A.

All construction personnel will be required to wear a safety vest, complying with the latest O.S.H.A. requirements, at all times while at the construction site. Compliance with this requirement shall be considered as incidental to the contract.

The contractor shall be responsible for protection and restoration of property in accordance with Art. 107.20 of the Standard Specifications & included in contract prices as bid.

No construction plans shall be used for construction unless specifically marked "For Construction." Prior to commencement of construction, the Contractor shall verify all dimensions and conditions affecting their work with the actual conditions at the job site. In addition, the Contractor must verify the Engineer's line and grade stakes. If there are any discrepancies from what is shown on the construction plans, he/she must immediately report same to the Engineer before doing any work, otherwise the Contractor assumes full responsibility. In the event of a disagreement between the construction plans, standard specifications and/or special details, the Contractor shall secure written instructions from the Engineer prior to proceeding with any part of the work effected by omissions or discrepancies. Failing to secure such instructions, the Contractor will be considered to have proceeded at his/her own risk and expense. In the event of any doubt or question rising with respect to the true meaning of the construction plans or specifications, the decision of the Engineer shall be final and conclusive.

Unless otherwise indicated, the cost of all materials required and all labor necessary to comply with the above provisions will not be paid for separately, but shall be considered as included in the unit bid prices of the contract, and no additional compensation will be allowed.

NO.	DATE	BY	REVISION DESCRIPTION
1	1/27/2020	TSC	CONTRACTOR'S SHIFTS PART NORTH
2	2/2/2020	TSC	CONTRACTOR'S SHIFTS PART NORTH
3	2/24/2020	TSC	FOR PERMIT

HRGreen.com
 HRGreen

Town Center Park-Pedestrian Path
 HOMER GLEN, ILLINOIS
 NEW PEDESTRIAN PATH
CONSTRUCTION PLANS

BAR IS ONE INCH ON
 OFFICIAL DRAWINGS
 & EQUIVALENT 1"
 IF NOT ONE INCH,
 ADJUST SCALE ACCORDINGLY

DRAWN BY: TSH
 APPROVED: TSC
 JOB DATE: 2020
 JOB NO: 190266

DRAWING
C-3