



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

***Authorizing the County Executive to Execute an Intergovernmental Agreement
between the County of Will and the Village of Homer Glen for Improvements on
Bell Road (CH 16) at the intersection of 143rd Street (CH 37), County Board
District #7***

WHEREAS, the County of Will and the Village of Homer Glen, to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving Bell Road (CH 16) at the intersection of 143rd Street (CH 37), Section 12-00147-11-CH, County Board District #7; and

WHEREAS, the County and Village are desirous of said improvements in that the same will be of immediate benefit to the county and village residents and are permanent in nature; and

WHEREAS, the Will County Public Works & Transportation Committee recommends approval of the Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the County Executive to execute an agreement with the Village of Homer Glen for the improvements of Bell Road (CH 16) at the intersection of 143rd Street (CH 37), Section 12-00147-11-CH, a copy of which is attached hereto and made part hereof.

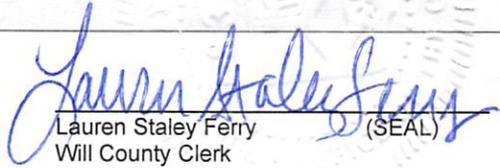
BE IT FURTHER RESOLVED, that the County Executive and the County Clerk of Will County are hereby authorized and directed to execute said agreement, subject to the review and approval by the Will County State's Attorney's Office.

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 and approval as provided by law.

Adopted by the Will County Board this 16th day of June, 2022.

AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Gazanfer, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman
ABSENT:	Winfrey, Kraulidis

Result: Approved - [Unanimous]

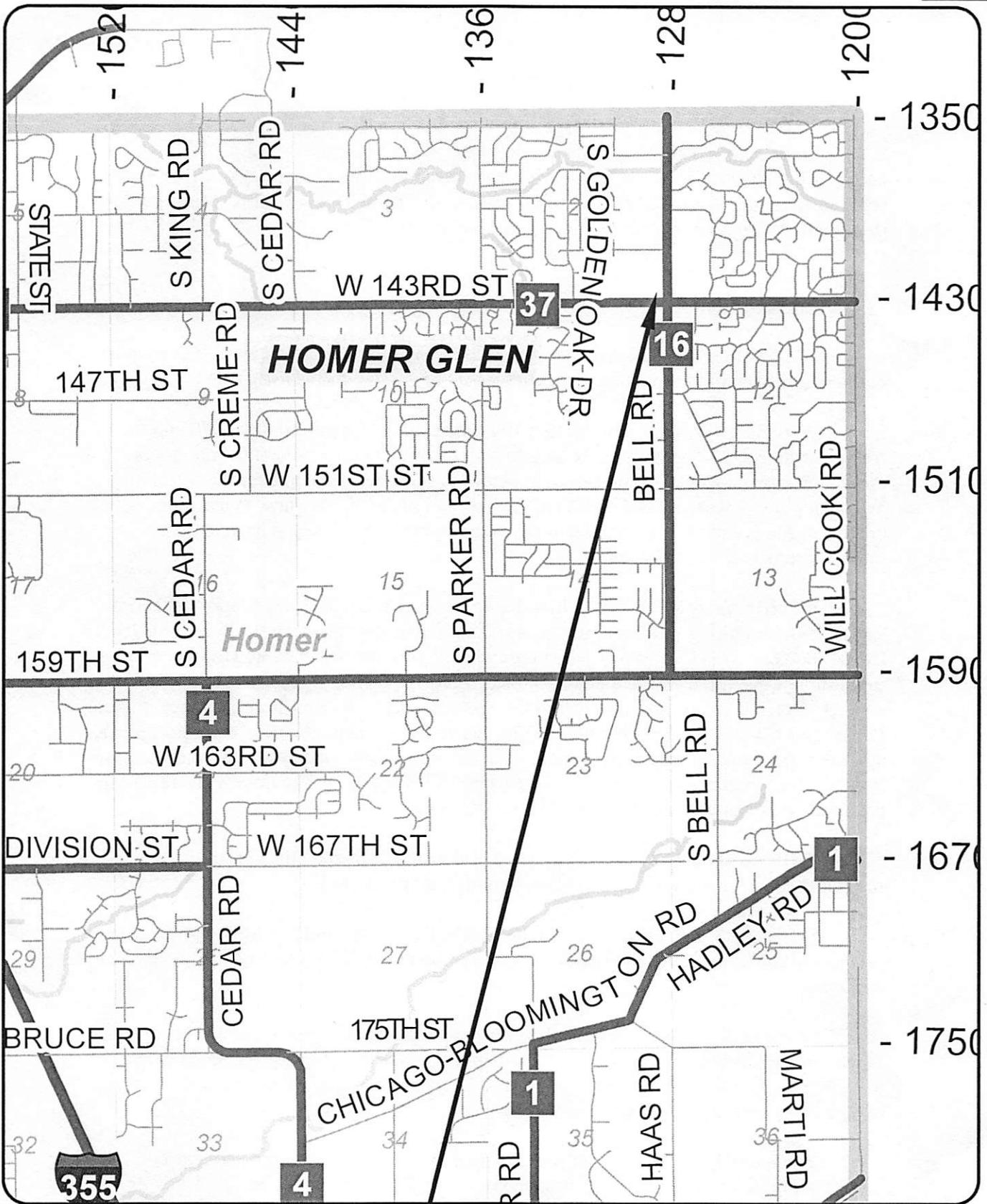


Lauren Staley Ferry (SEAL)
Will County Clerk

Approved this 27 day of June, 2022.



Jennifer Bertino-Tarrant
Will County Executive



Attachment: Reso Map - Bell at 143rd Street (22-160 : Bell Road at 143rd Intersection IGA w Village of Homer Glen)

Exhibit "A" - Project Location Map
Bell Road at 143rd Street

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made entered into this 12 day of January, 2022, by and between the COUNTY OF WILL, acting by and through its County Board (hereinafter referred to as the "COUNTY"), and the VILLAGE OF HOMER GLEN, Illinois acting through its Village Board (hereinafter referred to as the "VILLAGE").

WITNESSETH:

WHEREAS, the VILLAGE and the COUNTY are public agencies as that term is defined in the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*); and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to contract or otherwise associate among themselves to obtain or share services, to exercise, combine, or transfer any power or function, in any manner not prohibited by law, to use their credit, revenues and other resources to pay costs and to service debt related to intergovernmental activities; and

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving the intersection of C.H. 16 (Bell Road) and C.H. 37 (143rd Street). The improvement provides for widening the intersection to improve capacity, a center median, modernization of traffic signals at the intersections of C.H. 16 (Bell Road) and C.H. 37 (143rd Street), C.H. 16 (Bell Road) and Greystone Drive, and C.H. 37 (143rd Street) and Greystone Drive, new concrete curb and gutter, enclosed storm water drainage system and all other work necessary to complete the improvement (herein after referred to as the IMPROVEMENT). The improvement will be constructed as County Section 12-00147-11-CH; and

WHEREAS, the VILLAGE desires that the project include the construction of a 5-foot wide concrete sidewalk and associated retaining walls; and

WHEREAS, the VILLAGE and the COUNTY believe and hereby declare that said project will be of immediate benefit to VILLAGE and COUNTY residents and permanent in nature;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth and other good and valuable consideration, receipt of which is hereby acknowledged, and pursuant to the powers of intergovernmental cooperation, it is agreed by and between the parties hereto as follow:

1. The recitals hereinabove set forth are hereby incorporated in this Paragraph 1 as if said recitals were fully set forth herein.

2. The COUNTY shall improve the intersection of C.H. 16 (Bell Road) and C.H. 37 (143rd Street). This IMPROVEMENT shall be built in accordance with the contract plans and specifications as approved for letting by the Illinois Department of Transportation and shall include pavement widening to provide a median/left turns lane, enclosed storm water drainage system, concrete curb and gutter, traffic signal modernizations and appurtenances. As requested by the VILLAGE, the project will include the construction of a 5-foot wide concrete sidewalk, associated retaining wall and other related improvements; and
3. Upon completion of the project, the VILLAGE shall be solely responsible for the maintenance of the sidewalk installed on the project per the terms of an existing IGA executed under Will County Resolution 03-365.
4. The COUNTY shall, at its own expense, make or cause to be made all surveys, construction plans, specifications, and estimates, furnish resident engineer and the construction engineer and provide or cause to be provided the materials inspection of the project which is to be built in accordance with the approved plans and specifications.
5. The VILLAGE agrees to be financially responsible for the additional requested improvements referenced in paragraph 2 included in this IMPROVEMENT. The estimated contribution from the VILLAGE is shown on Exhibit "A", which is incorporated herein.
6. The VILLAGE agrees to pass a resolution appropriating sufficient funds for its contribution toward construction of the additional improvements referenced in paragraph 2 as outlined in Exhibit "A".
7. Upon award of the contract for the IMPROVEMENT, the COUNTY will invoice the VILLAGE for 90% of the amount of the estimated VILLAGE's share of the construction costs for the additional improvements referenced in paragraph 2. Upon completion of the IMPROVEMENT and final inspection by the VILLAGE and the COUNTY, 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.
8. Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below or to such other addresses as either party hereto shall notify the other party of in writing pursuant to the provisions of this subsection:

FOR THE COUNTY:
County Engineer/Director
of Transportation
Will County Division of Transportation
16841 W. Laraway Rd.
Joliet, Illinois 60433

FOR THE VILLAGE OF HOMER GLEN:
Village Manager
Village of Homer Glen
14240 W. 151st Street
Homer Glen, IL 60491

9. This agreement is assignable upon prior written consent by the non-assigning party; consent shall not be unreasonably withheld
10. If any provision of this Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, the remaining parts or portions of this Agreement shall remain in full force and effect.
11. Venue for any cause of action taken related to this Agreement shall be in the Twelfth Judicial Circuit Court, Will County, Illinois.
12. The COUNTY shall defend and indemnify the VILLAGE from and against any claims or causes of actions asserted against the VILLAGE arising from the design or construction of the improvements. The VILLAGE shall defend and indemnify the COUNTY from and against any claims or causes of action asserted against the COUNTY related to the maintenance of the above stated sidewalk installed on the project or any other function for which the VILLAGE is responsible.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth hereinabove.

(SEAL)



ATTEST:

Village of Homer Glen

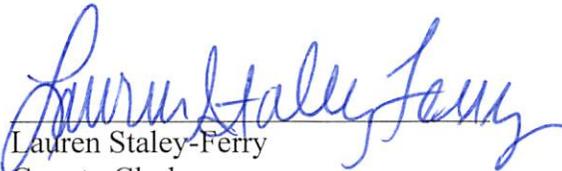

Christina Neitzke-Troike
Village Clerk


George Yukich
Mayor

(SEAL)

ATTEST:

County of Will


Lauren Staley-Ferry
County Clerk

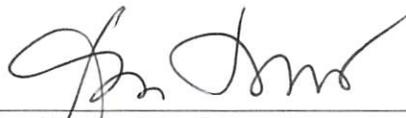

Jennifer Bertino-Tarrant
County Executive

EXHIBIT "A"

Project Estimate Cost Breakdown
County Highway 16 (Bell Road)
at County Highway 37 (143rd Street)
County Section 12-00147-11-CH

Village of Homer Glen Cost Participation Items

Item	Cost
Concrete Sidewalk	\$447,655.50
Retaining Walls	\$187,880.00
Pedestrian Signal Items	\$23,862.00
Homer Glen Total	\$659,397.50