



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

**Authorizing an Intergovernmental Agreement with the Village of Homer Glen for
Improvements of Bell Road (CH 16) from 159th Street to 151st Street, County
Board District #7**

WHEREAS, the County of Will and the Village of Homer Glen, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving Bell Road (CH 16) from 159th Street to 151st Street, Section 99-00147-07-FP, 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 residents and permanent in nature; and

WHEREAS, the Public Works & Transportation Committee concurs with this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the County Executive to execute an Intergovernmental Agreement with the Village of Homer Glen for the improvements of Bell Road (CH 16) from 159th Street to 151st Street, Section 99-00147-07-FP, in substantially the form attached hereto.

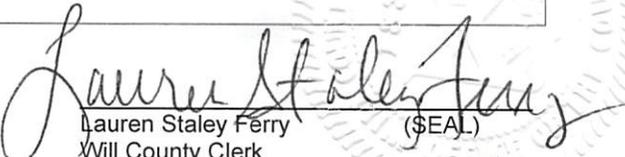
BE IT FURTHER RESOLVED, that said agreement is subject to the review and approval by the Will County State's Attorney's Office.

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.

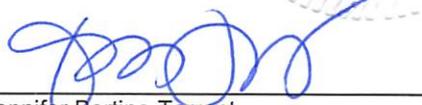
Adopted by the Will County Board this 17th day of June, 2021.

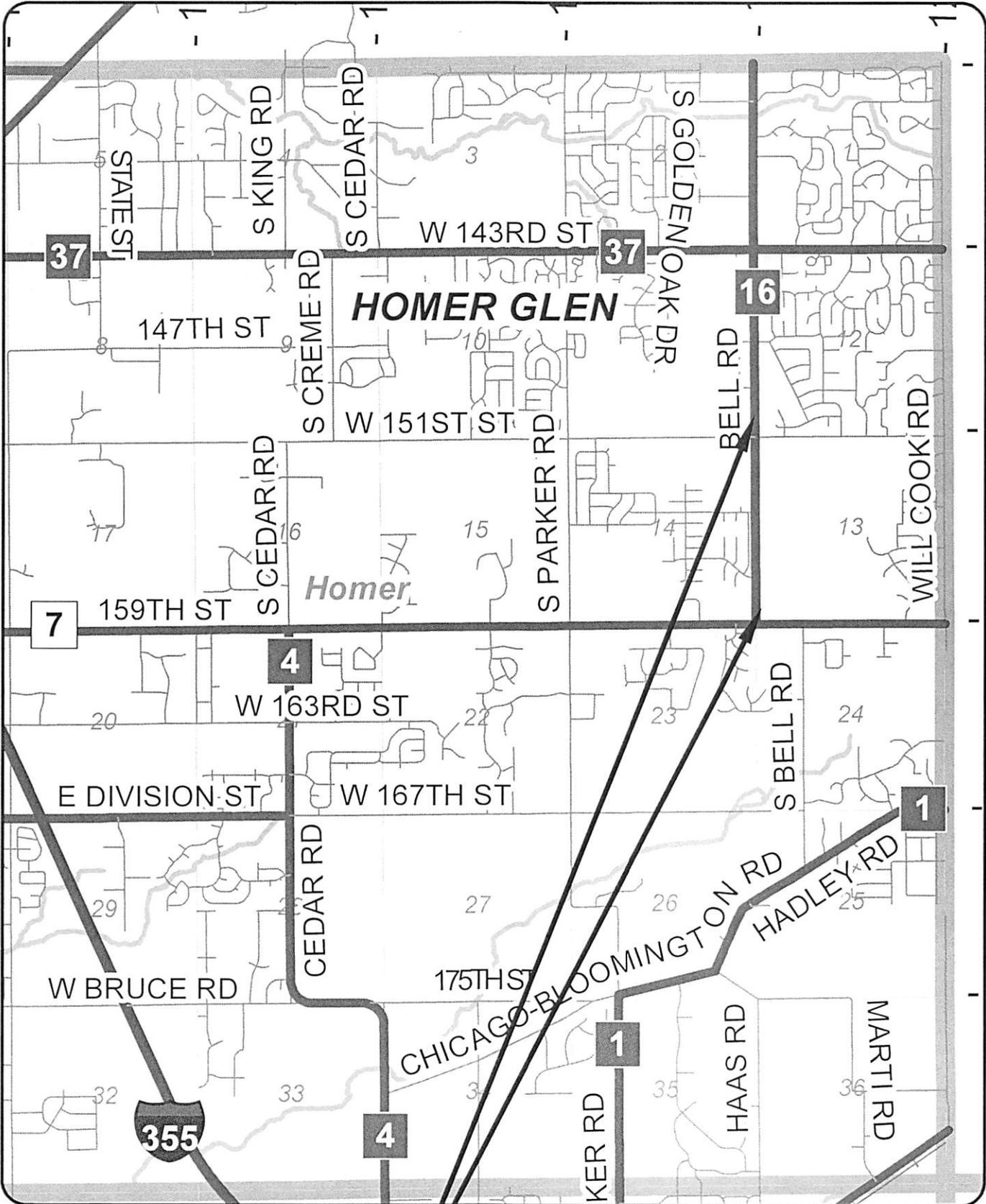
AYES:	Newquist, Ogalla, Moustis, Mitchell, Tyson, Harris, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Freeman, Kraulidis
ABSENT:	Koch, Traynere
AWAY:	Weigel

Result: Approved - [Unanimous]


Lauren Staley Ferry (SEAL)
Will County Clerk

Approved this 28 day of June, 2021.


Jennifer Bertino-Tarrant
Will County Executive



Attachment: Reso Map - Bell Road (159th to 151st) (21-199 : Homer Glen IGA)

Exhibit "A" - Project Location Map
Bell Road: 159th St. to 151st St.

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made entered into this 28 day of April, 2021, 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 contact 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, so use their credit, revenues and other reserves 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 C.H. 16 (Bell Road) from 159th Street to 151st Street. The improvement provides for widening the existing two lane roadway to a four lane roadway with a center barrier median, modernization of traffic signals at the intersection of Meadowview Lane, new concrete curb and gutter, enclosed storm water drainage system and all other work necessary to complete the improvement. The improvement will be constructed as County Section 99-00147-07-FP; and

WHEREAS, the VILLAGE desires that the project include the construction of a 5-foot wide sidewalk along the west side of Bell Road from Meadowview Lane to Woodland Drive; upgraded landscaping; and the construction of grass topped barrier medians in lieu of concrete topped barrier medians.

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; and

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 C.H. 16 (Bell Road) from 159th Street to 151st 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 turn lane, enclosed storm water drainage system, concrete curb and gutter, traffic signal modernizations and appurtenances ("PROJECT"). As requested by the VILLAGE, the PROJECT will include the construction of sidewalk along the west side of Bell Road from Meadowview Lane to Woodland Drive, upgraded landscaping, and construct grass topped barrier medians in lieu of concrete topped barrier medians ("VILLAGE IMPROVEMENTS")
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. Upon completion of the PROJECT, the VILLAGE shall be solely responsible for the maintenance of the upgraded landscaping improvements which includes trees, decorative shrubs and vines, and all grass topped barrier medians installed on the PROJECT.
5. Upon the occurrence of a motor vehicle accident, storm or other weather-related event, or any other "Act of God" causing damage to the "upgraded" landscaping installed as part of the PROJECT, the COUNTY will perform general cleanup pertaining to the upgraded landscaping. The VILLAGE shall be responsible for the repair, removal and/or replacement of any damaged upgraded landscaping.
6. 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 approval plans and specifications.
7. The VILLAGE agrees to be financially responsible for the VILLAGE IMPROVEMENTS referenced in paragraph 2 included in this PROJECT. The estimated contribution from the VILLAGE is shown on Attachment A, which is incorporated herein.
8. The VILLAGE agrees to pass a resolution appropriating sufficient funds for its contribution toward construction of the VILLAGE IMPROVEMENTS as outlined in Exhibit "A".
9. Upon award of the contract for the PROJECT, the COUNTY will invoice the VILLAGE for 90% of the amount of the estimated VILLAGE's share of the construction costs for the VILLAGE IMPROVEMENTS. Upon completion of the PROJECT 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 VILLAGE IMPROVEMENTS based on the final actual costs.

10. 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

11. This Agreement is assignable upon prior written consent by the non-assigning party; consent shall not be unreasonably withheld
12. 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.
13. Venue for any cause of action taken related to this Agreement shall be in the Twelfth Judicial Circuit Court, Will County, Illinois.
14. 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, upgraded landscaping, and all grass topped barrier medians 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



Christine Neitzke-Troike
Village Clerk

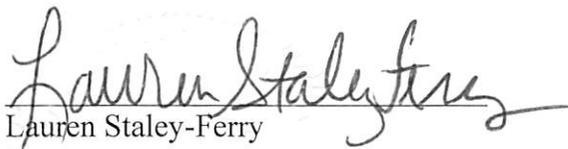


George Yukich
Mayor



ATTEST:

County of Will



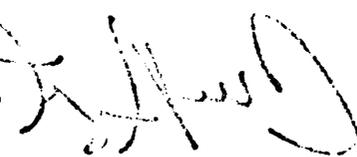
Lauren Staley-Ferry
County Clerk



Jennifer Bertino – Tarrant
County Executive

EXHIBIT "A"

Project Estimate Cost Breakdown
County Highway 16 (Bell Road)
159th Street to 151st Street
County Section 99-00147-07-FP

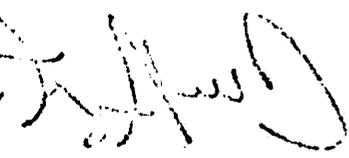


Village of Homer Glen Cost Participation Items

Item	Cost
Concrete Sidewalk	\$67,964.00
Grass Topped Median	\$17,927.50
Upgraded Landscaping	\$72,360.00
Homer Glen Total	\$158,251.50

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Village of Homer Glen Cost Participation Items

3/10/07
15711

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