



WILL COUNTY ILLINOIS

DIVISION OF TRANSPORTATION

JENNIFER BERTINO-TARRANT
WILL COUNTY EXECUTIVE

JEFF L. RONALDSON, P.E.
DIRECTOR OF TRANSPORTATION,
COUNTY ENGINEER

P. (815) 727-8476
F. (815) 727-9806
E. highways@willcountyillinois.com

Division of Transportation
16841 W. Laraway Road
Joliet, IL 60433

November 27, 2024

Village of Homer Glen
Attn: Village Manager
14240 W. 151st Street
Homer Glen, IL 60491

Dear Village Manager:

Subject: Intergovernmental Agreement
Traffic Signal Maintenance
Bell Road (CH 16) at Founders Crossing
Resolution 24-263

Enclosed is one (1) Resolution/Intergovernmental Agreement between the Village of Homer Glen, Gallagher & Henry and County of Will for the above subject as approved by the Will County Board.

Sincerely,

Jeff L. Ronaldson, P.E.
Director of Transportation/County Engineer

JLR:bw
Enclosure



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

Authorizing an Intergovernmental Agreement Between the Village of Homer Glen, Gallagher & Henry, and the County of Will for Maintenance and Energy of Traffic Signals at the Intersection of Bell Road (Ch 16) and Founders Crossing in the County of Will, County Board District #4

WHEREAS, in order to maintain safe and efficient access to Founders Crossing, the County requires the continued implementation of a traffic signal at the intersection of Bell Road (CH 16) and Founders Crossing in the County of Will, Illinois, County Board District #4; and

WHEREAS, the Village of Homer Glen, Gallagher & Henry, and the County continue to be desirous of said improvements in that the same will be of lasting benefit to the County residents and permanent in nature; and

WHEREAS, the Village of Homer Glen, Gallagher & Henry, and the County recognize the need for a new agreement pertaining to the maintenance of improvements at the intersection of Bell Road (CH 16) and Founders Crossing, as the previous agreement pertaining to said intersection expired on May 20, 2024; and

WHEREAS, the Village of Homer Glen and Gallagher & Henry will each hold one-half of the financial responsibility for all maintenance and energy costs of the traffic signal; and

WHEREAS, the Village of Homer Glen will be responsible for financing and conducting all maintenance of the signal elements specifically required to facilitate emergency vehicle preemption; and

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the Will County Executive to enter into an agreement, with the Village of Homer Glen and with Gallagher and Henry, for the maintenance and energy costs of traffic signals at the intersection of Bell Road (CH 16) and Founders Crossing, a copy of which is attached 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.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two (2) certified copies of this resolution and agreement to the office of the Village of Homer Glen, and to transmit two (2) certified copies of this resolution and agreement to the offices of Gallagher and Henry, through the office of the Director of Transportation / County Engineer.

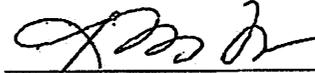
BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 17th day of October, 2024.

AYES: Deane-Schlottman, VanDuyne, Ogalla, Pretzel, Butler, Newquist, Balich, Richmond, Parker, Williams, Diaz, Winfrey, Coleman, Logan, Freeman, Revis, Ortiz, Berkowicz, Mueller, Costa, Traynere

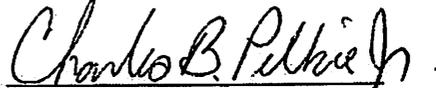
AWAY: Mitchell

Result: Approved - [Unanimous]



Jennifer Bertino-Tarrant
Will County Executive

Approved this 29 day of October, 2024.



Attested to by: Charles B. Pelkie Jr.
Interim County Clerk

(SEAL)

**AGREEMENT FOR THE SHARED MAINTENANCE AND ENERGY OF
TRAFFIC SIGNALS AT THE INTERSECTION OF BELL ROAD (CH 16) AND
FOUNDERS CROSSING, IN THE COUNTY OF WILL**

WHEREAS, the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

WHEREAS, the Village of Homer Glen is a Municipal Corporation and situated in Will County, (hereinafter referred to as "HOMER GLEN") under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority with regard to this Agreement; and

WHEREAS, Gallagher and Henry (hereinafter referred to as "GALLAGHER") is a corporation of the State of Illinois and situated in Cook County, under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority in the exercise of this Agreement; and

WHEREAS, the previous agreement governing the maintenance of the IMPROVEMENT expired on May 20, 2024, necessitating action to enter into a new agreement between HOMER GLEN, GALLAGHER, and the COUNTY, governing said maintenance of the IMPROVEMENT; 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, GALLAGHER, and HOMER GLEN, in order to facilitate the free flow of traffic and ensure safety to the motoring public, remain desirous of maintaining an improved, signalized intersection at County Highway 16 (Bell Road) and Founders Crossing, which once brought forth the construction of intersection improvements consisting of the traffic signal and other appurtenances (hereinafter referred to as "IMPROVEMENT"); and

WHEREAS, the previous agreement governing the maintenance of the IMPROVEMENT expired on May 20, 2024, necessitating action to establish a new agreement between HOMER GLEN, GALLAGHER, and the COUNTY governing said maintenance of the IMPROVEMENT; and

WHEREAS, Gallagher and Henry (GALLAGHER) is the parent company of Farmingdale Development Group, which brought about and advocated for the original construction of the IMPROVEMENT, as identified in the previous agreement approved via County Board Resolution 04-276; and

WHEREAS, County Highway 16 (Bell Road) is under the jurisdiction of the COUNTY; and

WHEREAS, Founders Crossing at this intersection is under the jurisdiction of HOMER GLEN;

NOW THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY, GALLAGHER, and HOMER GLEN (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

1. All PARTIES agree and recognize that the IMPROVEMENT was previously constructed in a manner approved by all PARTIES. All PARTIES also agree and recognize the need for a new agreement and that such a need arose from the previous agreement pertaining to this IMPROVEMENT expiring on May 20, 2024.
2. All PARTIES agree that the COUNTY shall be responsible for the performance of routine maintenance of the IMPROVEMENTS in accordance with COUNTY'S standard maintenance contract. All PARTIES also agree that the COUNTY shall invoice HOMER GLEN for one-half (1/2) of said routine maintenance costs on a semiannual basis and shall also invoice GALLAGHER for one-half (1/2) of said routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to HOMER GLEN at a total rate of \$75.00 per month and shall also initially be invoiced to GALLAGHER at a total rate of \$75.00 per month. Future maintenance costs shall be invoiced at the same unit price as paid by the COUNTY pursuant to the then effective traffic signal maintenance contract(s). Should the unit price as paid by the COUNTY for COUNTY traffic signal maintenance contracts increase, the COUNTY shall provide (30) days' written notice of the increase to both HOMER GLEN and GALLAGHER.
3. All PARTIES agree that the COUNTY shall repair or cause to be repaired damage to the IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice HOMER GLEN and GALLAGHER jointly and equally for all said costs of repair, less any reimbursement received by the COUNTY from insurance or otherwise, which the COUNTY agrees to use reasonable efforts to pursue.
4. HOMER GLEN and GALLAGHER shall jointly and equally be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice HOMER GLEN and GALLAGHER jointly and equally on a semiannual basis. The sum of energy costs invoiced to HOMER GLEN and GALLAGHER

shall be the same unit price as paid by the COUNTY under the COUNTY energy cost contract in effect at that time. Should the unit price as paid by the COUNTY under the COUNTY energy cost contracts increase, the COUNTY shall provide thirty (30) days' written notice of the increase to HOMER GLEN and GALLAGHER.

5. HOMER GLEN shall, at its sole expense, be responsible for all future maintenance of the emergency vehicle preemption system installed or to be installed with the IMPROVEMENTS.
6. The COUNTY shall retain jurisdiction of Bell Road.
7. HOMER GLEN shall retain jurisdiction of Founders Crossing.
8. If the COUNTY is faced with a need to adopt any amendment, addition, deletion, or other change to state-issued and federally issued doctrine governing the construction and operation of traffic signals, requiring a resultant modification to signal equipment, HOMER GLEN shall be held financially responsible for alterations to the IMPROVEMENT to bring it into conformance with current standards, and the COUNTY shall be responsible for executing said alterations to the IMPROVEMENT. The COUNTY shall invoice HOMER GLEN for the full cost of said alterations to the IMPROVEMENT. Relevant updates to such doctrine governing the construction and operation of traffic signals include updates to the Manual on Uniform Traffic Control Devices; the Illinois Supplement to the Manual on Uniform Traffic Control Devices; statewide IDOT standards and specifications; and IDOT District 1 standards and specifications.
9. The COUNTY shall have no obligations or responsibilities relating to the IMPROVEMENT other than as explicitly provided in this Agreement.
10. The Term of this Agreement shall be for a term of four years, effective from May 21, 2024 and expiring on May 21, 2028.
11. This Agreement shall automatically renew upon its expiration, unless one of the PARTIES provides written notice to the other party at least thirty (30) days prior to the expiration of the Agreement.
12. In the event of a material default by either PARTY, affected PARTY shall give notice of the default to the defaulting PARTY and the defaulting PARTY shall have 30 days to cure the default or such additional time as is reasonably necessary to cure the default. If the default is not cured, the affected PARTY shall have the right to terminate this Agreement and pursue any and all additional remedies available at law or in equity. The prevailing Party in the defense or prosecution of any claim arising under this Agreement, shall be entitled to reasonable costs and attorneys' fees as determined by a Court with jurisdiction.
13. This document shall be the final embodiment of the Agreement by and between the COUNTY, GALLAGHER, and HOMER GLEN. 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 signature of the COUNTY, GALLAGHER, and HOMER GLEN.

- 14. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
- 15. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- 16. Venue for any legal action arising out of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- 17. 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, IL 60433

Will County State's Attorney
 Attention: Civil Division
 57 N. Ottawa Street
 Joliet, Illinois 60432

If to the Village of Homer Glen:

Village of Homer Glen
 Attention: Village Manager
 14240 W. 151st Street
 Homer Glen, IL 60491

Village of Homer Glen
 Village Attorney
 Peterson, Johnson & Murray
 1301 W. 22nd Street, Ste. 500
 Oak Brook, Illinois 60523

If to Gallagher & Henry:

Gallagher & Henry
 Attention: John D. Gallagher
 6280 Joliet Road
 Countryside, IL 60525

Gallagher & Henry
 Attorney

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

- 18. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument. No Party shall be bound by the terms of this Agreement, until all Parties have executed the same.

Dated at Joliet, Illinois this 29 day of October, 2024.

WILL COUNTY

[Signature]
Will County Executive

ATTEST
[Signature]
Will County Clerk
(Seal)

Dated at Homer Glen, Illinois, this 12th day of June, 2024.

VILLAGE OF HOMER GLEN

[Signature]
Mayor

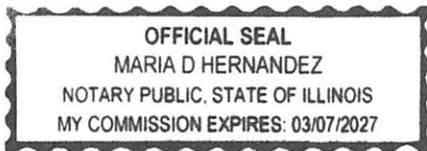
ATTEST
[Signature]
City Clerk

Dated at Countryside, Illinois, this 6th day of September, 2024.

GALLAGHER & HENRY

[Signature]
President

ATTEST
[Signature]
Secretary





OFFICIAL SEAL
MARIA D HERNANDEZ
NOTARY PUBLIC STATE OF ILLINOIS
MY COMMISSION EXPIRES 03/07/2021