



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](mailto: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. 151<sup>st</sup> Street  
Homer Glen, IL 60491

Dear Village Manager:

Subject: Intergovernmental Agreement  
Traffic Signal Maintenance  
Bell Road (CH 16) at Martingale Lane  
Resolution 24-264

Enclosed is one (1) Resolution/Intergovernmental Agreement between the Village of Homer Glen 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 and the County of Will for Maintenance and Energy of Traffic Signals at the Intersection of Bell Road (Ch 16) and Martingale Lane in the County of Will, County Board District #4***

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

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

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

WHEREAS, the Village of Homer Glen will be financially responsible 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 for the maintenance and energy costs of traffic signals at the intersection of Bell Road (CH 16) and Martingale Lane, 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 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.

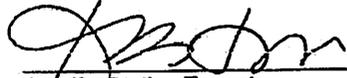
Adopted by the Will County Board this 17th day of October, 2024.

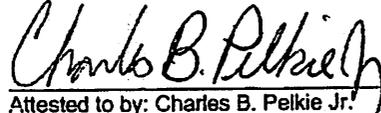
**AYES:** Deane-Schlottman, VanDuyne, Ogalla, Pretzel, Butler, Newquist, Balich, Richmond, Parker, Williams, Diaz, Winfrey, Coleman, Logan, Freeman, Revis, Ortiz, Berkowicz, Mueller, Costa, Traynere

**AWAY:** Mitchell

Result: Approved - [Unanimous]

Approved this 29 day of October, 2024.

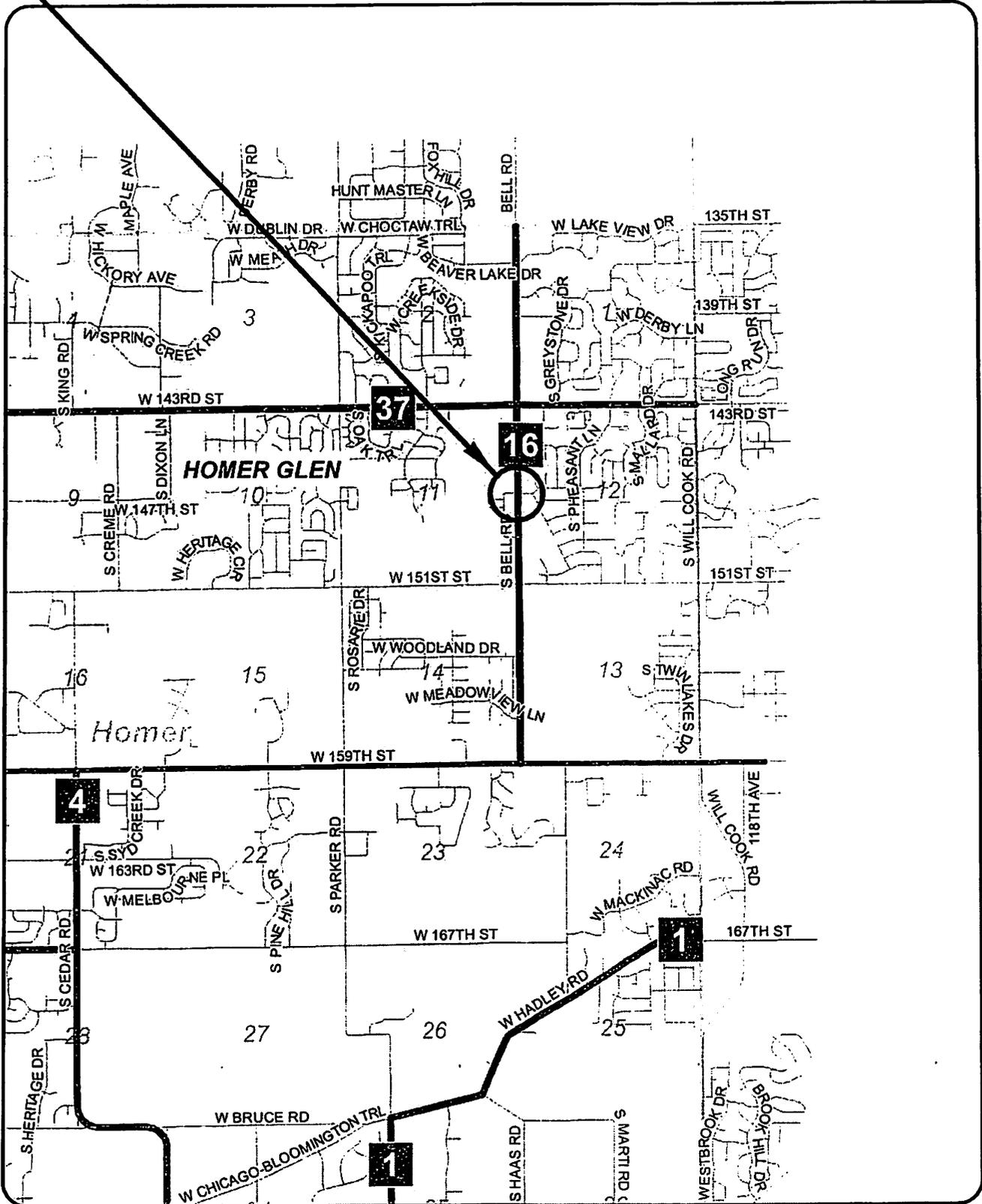
  
 \_\_\_\_\_  
 Jennifer Bertino-Tarrant  
 Will County Executive

  
 \_\_\_\_\_  
 Attested to by: Charles B. Pelkie Jr.  
 Will County Clerk

(SEAL)

# Signal Location

## CH16 (Bell Road) at Martingale Lane



Attachment: Reso Map - Bell & Martingale (24-264 : Bell and Martingale IGA W Village of Homer Glen)

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**THE VILLAGE OF HOMER GLEN  
WILL COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 24-010**

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**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF  
AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF  
WILL FOR THE MAINTENANCE AND ENERGY OF TRAFFIC  
SIGNALS AT THE INTERSECTION OF BELL ROAD (COUNTY  
HIGHWAY 16) AND MARTINGALE LANE**

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**CHRISTINA NEITZKE-TROIKE, Village President  
CANDICE BIELSKI, Village Clerk**

**JENNIFER CONSOLINO  
DAN FIALKO  
CURT MASON  
CJ MCNAUGHTON  
SUSANNA E. STEILEN  
ROSE REYNDERS**

**TRUSTEES**

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Published in pamphlet form by authority of the President and the Board of Trustees for the Village of Homer Glen  
Prepared by: Peterson, Johnson, and Murray, LLC, Village Attorneys  
1301 W. 22<sup>nd</sup> Street-Ste. 500 Oak Brook, IL 60523

Attachment: Agreement - CH 16 at Martingale IGA w Village of Homer Glen (24-264 : Bell and Martingale IGA w Village of Homer Glen)

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF WILL FOR THE MAINTENANCE AND ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF BELL ROAD (COUNTY HIGHWAY 16) AND MARTINGALE LANE**

**WHEREAS**, the Village of Homer Glen, Will County, Illinois (the "Village") is a home rule municipality pursuant to Section 6(a), Article VII of the 1970 Constitution of the State of Illinois and as such may exercise any power and perform any function pertaining to a government and affairs including the power and authority to contract and be contracted with; and

**WHEREAS**, the Village desires to enter into an Intergovernmental Agreement with Will County, a copy of which is attached hereto and made a part hereof as Exhibit 1, for maintenance and energy costs of traffic signals; and

**WHEREAS**, the Village President and Board of Trustees of the Village of Homer Glen, Will County, Illinois (the "*Corporate Authorities*") have considered and reviewed the Intergovernmental Agreement attached as Exhibit 1 and find the same to be in the best interests of the Village;

**NOW THEREFORE, BE IT RESOLVED** by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois, as follows:

**SECTION 1:** The above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**SECTION 2:** The Intergovernmental Agreement between County of Will and the Village of Homer Glen, a copy of which is attached hereto and made a part hereof as Exhibit 1, is hereby approved in substantially the form presented to the Village Board and as authorized by the Village President, the execution thereof to constitute the approval by the Village of any and all changes or revisions therein contained.

**SECTION 4:** The Corporate Authorities hereby designate the Village President as an authorized signer of the Intergovernmental Agreement and further direct the Village President and other officials and officers of the Village to execute all necessary documentation to complete satisfaction of the Intergovernmental Agreement and to take such actions as necessary to carry out the intent and purpose of this Ordinance and Intergovernmental Agreement.

**SECTION 5:** If any section, paragraph, clause, or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**SECTION 6:** All ordinances, resolutions, motions, or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

**SECTION 7:** This Resolution shall be in full force and effect from and after its passage, approval and publication as required by law.

*[Remainder of Page Intentionally Left Blank]*

ADOPTED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois this 12<sup>th</sup> day of June, 2024 pursuant to a roll call vote as follows:

	YES	NO	ABSENT	PRESENT
Consolino	X			
Mason	X			
Fialko	X			
McNaughton			X	
Steilen	X			
Reynders	X			
Neitzke-Troiike (Village President)				
TOTAL	5		1	-

APPROVED by the Village President on June 12, 2024.

  
 Christina Neitzke-Troiike  
 Village President

ATTEST:  
  
 Candice Bielski  
 Village Clerk

Attachment: Agreement - CH 16 at Martingale IGA w Village of Homer Glen (24-264 : Bell and Martingale IGA w Village of Homer Glen)

**EXHIBIT 1**

**Intergovernmental Agreement (Will Co & Martingale Lane)**

**Attachment: Agreement - CH 16 at Martingale IGA w Village of Homer Glen (24-264 : Bell and Martingale IGA w Village of Homer Glen)**

**INTERGOVERNMENTAL AGREEMENT FOR THE MAINTENANCE AND  
ENERGY OF TRAFFIC SIGNALS AT THE INTERSECTION OF BELL ROAD  
(CH 16) AND MARTINGALE LANE, 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**, 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 and HOMER GLEN, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of maintaining an improved, signalized intersection at County Highway 16 (Bell Road) and Martingale Lane, 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 intergovernmental agreement governing the maintenance of the IMPROVEMENT expired on May 20, 2024, necessitating action to establish a new intergovernmental agreement between HOMER GLEN and the COUNTY governing said maintenance of the IMPROVEMENT; and

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

**WHEREAS**, Martingale Lane 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 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 expiration of the previous agreement pertaining to this IMPROVEMENT 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 all routine maintenance costs on a semiannual basis. Routine maintenance shall initially be invoiced to HOMER GLEN at a total rate of \$155.00 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 HOMER GLEN.
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 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 shall be responsible for the energy costs required by the IMPROVEMENTS, for which the COUNTY shall invoice HOMER GLEN on a semiannual basis. Energy costs invoiced to HOMER GLEN 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 any increase in the contract price of said energy costs to HOMER GLEN.
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 Martingale Lane.
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. TERM: 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. AUTORENEWAL: 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. DEFAULT: In the event of a material default by a Party, the 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 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 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, 5<sup>th</sup> Floor  
 Joliet, Illinois 60432

If to the Village of Homer Glen:

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

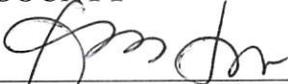
Village of Homer Glen  
Village Attorney  
Peterson, Johnson & Murray  
1301 W. 22nd Street, Ste. 500  
Oak Brook, Illinois 60523

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

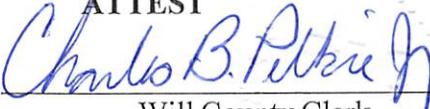
18. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

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

WILL COUNTY

  
\_\_\_\_\_  
Will County Executive

ATTEST

  
\_\_\_\_\_  
Will County Clerk  
(Seal)

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

VILLAGE OF HOMER GLEN

  
\_\_\_\_\_  
Mayor

ATTEST

  
\_\_\_\_\_  
City Clerk