



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

October 22, 2024

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

Dear Village Manager:

Subject: Intergovernmental Agreement
Roadway Improvements Along
Bell Road (CH 16) from 151st Street
To Martingale Lane
Resolution 24-219

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 with the Village of Homer Glen and the County of Will for the Improvements on Bell Road (CH 16) from 151st Street to Martingale Lane, County Board District #4

WHEREAS, the County of Will (County) and the Village of Homer Glen (Village), 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 151st Street to Martingale Lane, Section 19-00147-14-FP, County Board District #4; 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 agreement between the Village of Homer Glen and the County of Will for the improvements of Bell Road (CH 16) from 151st Street to Martingale Lane, Section 19-00147-14-FP, 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.

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 19th day of September, 2024.

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

Result: Approved - [Unanimous]

Approved this 4th day of October, 2024.

Jennifer Bertino-Tarrant
Will County Executive

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

(SEAL)

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

**RESOLUTION
NUMBER 24-011**

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF
WILL REGARDING CERTAIN IMPROVEMENTS ALONG BELL
ROAD (COUNTY HIGHWAY 16), AS PART OF THE COUNTY'S BELL
ROAD (COUNTY HIGHWAY 16) IMPROVEMENT PROJECT, FROM
151ST STREET TO MARTINGALE LANE**

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

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

TRUSTEES

Published in pamphlet form by authority of the President and the Board of Trustees for the Village of Homer Glen
Law Offices of Peterson, Johnson, & Murray LLC
1301 W. 22nd Street, Suite 500
Oakbrook, IL 60523

A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE COUNTY OF WILL REGARDING CERTAIN IMPROVEMENTS ALONG BELL ROAD (COUNTY HIGHWAY 16), AS PART OF THE COUNTY'S BELL ROAD (COUNTY HIGHWAY 16) IMPROVEMENT PROJECT, FROM 151ST STREET TO 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 certain improvements along Bell Road (County Highway 16), as part of the County's Bell Road (County Highway 16) Improvement Project, from 151st Street to Martingale Lane; 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

Attachment: Agreement - IGA w Village of Homer Glen for Bell Road 151st to Martingale Lane (24-219 : CH 16 - 151St to Martingale IGA W

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.

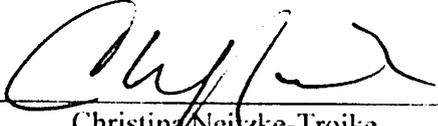
SECTION 7: This Resolution shall be in full force and effect from and after its passage, approval and publication as required by law.

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ADOPTED by the Village President and Village Board of Trustees of the Village of Homer Glen, Will County, Illinois this 12th 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-Troike (Village President)				
TOTAL	5		1	

APPROVED by the Village President on June 12, 2024.


 Christina Neitzke-Troike
 Village President

ATTEST:

 Candice Bielski
 Village Clerk

Attachment: Agreement - IGA w Village of Homer Glen for Bell Road 151st to Martingale Lane (24-219 : CH 16 - 151St to Martingale IGA W

EXHIBIT 1

Intergovernmental Agreement

Attachment: Agreement - IGA w Village of Homer Glen for Bell Road 151st to Martingale Lane (24-219 : CH 16 - 151St to Martingale IGA W

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made entered into this 12th Day of June, 2024, 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 151st Street to Martingale Lane. 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 Founders Crossing and at Martingale Lane, sidewalk construction, 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 19-00147-14-FP; 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; 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 151st Street to Martingale Lane. This improvement shall be built in accordance with the contract plans and specifications and shall include pavement widening to provide a median/left turn lane, enclosed storm water drainage system, sidewalk construction, concrete curb and gutter, traffic signal modernizations and appurtenances (hereinafter referred to as "COUNTY IMPROVEMENTS"). As requested by the VILLAGE, the project will include the

construction of storm sewer on the east leg of Martingale Lane, and sidewalk along the west side of Bell Road from 151st Street to Founders Crossing (hereinafter referred to as "VILLAGE IMPROVEMENTS"). The COUNTY IMPROVEMENTS and the VILLAGE IMPROVEMENTS together shall hereinafter be referred to as "PROJECT 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 storm sewer constructed on Martingale Lane.
5. The COUNTY shall construct traffic signal modernization at the intersections of Bell Road and Founders Crossing and at Bell Road and Martingale Lane. Upon completion of the project, the VILLAGE shall be responsible for the maintenance and energy costs as outlined in existing agreements.
6. The COUNTY shall, at its own expense, make or cause to be made all surveys, construction plans, specifications, and estimates, furnish and provide consulting services from its resident engineer and/or another designated construction engineering professional, to review and inspect the PROJECT IMPROVEMENTS which are to be built in accordance with the approved plans and specifications.
7. As long as the costs related to the VILLAGE IMPROVEMENTS are no more than 20% above the Village's estimated payment obligation listed in Exhibit A (\$664,129.20), the VILLAGE agrees to contribute up to \$664,129.20 to complete the VILLAGE IMPROVEMENTS. The estimated contribution from the VILLAGE is shown on Exhibit A, which is incorporated herein.
8. The VILLAGE agrees to pass a resolution appropriating up to \$664,129.20 in funds for its contribution toward the construction of the VILLAGE IMPROVEMENTS.
9. If the apparent low bid for the VILLAGE IMPROVEMENTS is in excess of \$664,129.20, the Village will have the option to either terminate this Agreement or seek additional approval from the Mayor and Village Board within the time period set forth below in this paragraph. If the Village does terminate said agreement, the VILLAGE IMPROVEMENTS will be removed from the plans and not constructed.
 - A. Once the COUNTY opens the bid for the PROJECT IMPROVEMENTS, the COUNTY shall have 5 business days to notify the VILLAGE, in writing, that the apparent low bid has been submitted and the total cost for the VILLAGE IMPROVEMENTS (hereinafter referred to as "BID NOTICE").
 - B. If the total cost for the VILLAGE IMPROVEMENTS is in excess of \$664,129.20, the VILLAGE IMPROVEMENTS will not be constructed unless the

VILLAGE notifies the COUNTY, in writing, within 10 business after the VILLAGE receives the BID NOTICE that the VILLAGE has received approval from the Mayor and Village Board that the VILLAGE will pay the total cost of the VILLAGE IMPROVEMENTS, including any amount in excess of \$664,129.20. If the total cost for the VILLAGE IMPROVEMENTS is at or below the amount of \$664,129.20, no notice from the VILLAGE is necessary and the VILLAGE IMPROVEMENTS will be constructed and the VILLAGE will pay the amount set forth in the BID NOTICE.

10. Upon award of the contract for the PROJECT IMPROVEMENTS, the COUNTY will invoice the VILLAGE for 90% of the amount of the VILLAGE's estimated contribution of the construction costs for the VILLAGE IMPROVEMENTS. Upon completion of the VILLAGE IMPROVEMENTS 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 and the COUNTY IMPROVEMENTS based on the final actual costs of the PROJECT IMPROVEMENTS.
11. This document shall be the final embodiment of the Agreement by and between the COUNTY and VILLAGE. 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 approvals of the COUNTY and the VILLAGE.
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.
13. All provisions of this Agreement shall be deemed severable, and if for any reason any portion of this Agreement is deemed invalid or unenforceable, or contrary to or in conflict with then applicable law then in any of such events, the invalid, unenforceable, conflicting or materially incompatible provisions shall be severed and deleted from this Agreement, without affecting the validity or enforceability of other provisions hereof.
14. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
15. In the event of a material default by either 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.

16. Venue for any cause of action taken related to this Agreement shall be in the Twelfth Judicial Circuit Court, Will County, Illinois.

17. 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, by personal service, or by delivery by a national overnight delivery 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
County Division of Transportation
16841 W. Laraway Rd.
Joliet, Illinois 60433 FOR

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

THE VILLAGE:

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

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EXHIBIT "A"

	VILLAGE OF HOMER GLEN COSTS	
SIDEWALK ¹	\$	508,531.50
MARTINGALE LANE ²	\$	44,909.50
VILLAGE TOTAL	\$	553,441.00

¹ NEW SIDEWALK COST ALONG UNDEVELOPED LAND 100% HOMER GLEN. SIDEWALK TOTAL INCLUDES REQUIRED RETAINING WALL COSTS. CURB RAMP COMPLIANCE UPDATES 100% HOMER GLEN

² EAST LEG OF MARTINGALE LANE IMPROVEMENST COST 100% HOMER GLEN