
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT AND BOARD OF TRUSTEES
FROM: BRAD MERKEL, DIRECTOR OF PUBLIC WORKS
SUBJECT: RESOLUTION: AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE IL 47/US 30 FROM CROSS STREET TO JERICHO ROAD IMPROVEMENT PROJECT
AGENDA: OCTOBER 1, 2024, REGULAR BOARD MEETING
DATE: SEPTEMBER 24, 2024

ISSUE

Should the Village authorize an Intergovernmental Agreement with the Illinois Department of Transportation (IDOT) for the IL 47/US 30 from Cross Street to Jericho Road Improvement Project.

DISCUSSION

IDOT, is proposing to widen IL47/US 30 from Cross Street to Jericho Road to facilitate a free flow of traffic and increase safety for the motoring public. The Village will need to relocate a portion of water main on the west side of IL 47 and a sanitary sewer force main on the east side of IL 47.

The Village has been coordinating with IDOT regarding cost participation towards the proposed improvement. IDOT will be the lead agency for surveys, right of way acquisition, engineering and constructing the improvement. The estimated cost to relocate the water & sewer is \$2,714,633. IDOT has agreed to include the relocation of Village utilities as part of the contract, the Village will need to reimburse IDOT. Attached is the Intergovernmental Agreement describing the cost participation.

COST

The estimated cost to complete the IL47/US 30 from Cross Street to Jericho Road Improvement Project is \$2,714,633.00. Staff recommends allocating funds from the Water & Sewer Capital Fund, account number 51-71-6303: Engineering Services and 51-71-7008: Streets/ROW Improvements.

RECOMMENDATION

The Village Board approves Resolution # **20241001PW2** authorizing execution of an Intergovernmental Agreement between the Illinois Department of Transportation and the Village of Sugar Grove for the IL47/US 30 from Cross Street to Jericho Road Improvement Project.



RESOLUTION NO. 20241001PW2

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

**RESOLUTION AUTHORIZING EXECUTION OF AN IGA WITH IDOT FOR
THE IL 47/US30 FROM CROSS STREET TO JERICO ROAD
IMPROVMENTS**

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to approve an IGA with IDOT and to execute the attached agreement;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, as follows:

That attached hereto and incorporated herein by reference as Exhibit A is an agreement between IDOT and the Village of Sugar Grove for the IL47/US30 from Cross Street to Jericho Road improvements. The President and Clerk are hereby authorized to execute said agreement on behalf of the Village and to take such further actions as are necessary to fulfill the terms of said agreement.

Passed by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, at a regular meeting thereof held on the 1st day of October, 2024.

Jennifer Konen, President of the Board
of Trustees of the Village of Sugar Grove,
Kane County, Illinois

ATTEST: _____
Tracey Conti, Village Clerk
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Matthew Bonnie	_____	_____	_____	_____
Trustee Sean Herron	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____
Trustee Michael Schomas	_____	_____	_____	_____
Trustee James F. White	_____	_____	_____	_____
President Jennifer Konen	_____	_____	_____	_____

FAP 326
IL 47/US 30 from Cross Street to Jericho Road
State Section: (61 & 108)W&R-1
County: Kane
Job No.: C-91-197-18
Contract No.: 62G40
Agreement No.: JN-125-010

AGREEMENT

This Agreement entered into this _____ day of _____, 20____ A.D.,
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT
OF TRANSPORTATION, hereinafter called the STATE, and the VILLAGE OF
SUGAR GROVE of the State of Illinois, hereinafter called the VILLAGE.

WITNESSETH:

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety
to the motoring public, is desirous of improving approximately 11,908 lineal feet of
FAP Route 326, IL 47/US 30 from Cross Street to Jericho Road, identified as STATE
Job No.: C-91-197-18, Contract Number 62G40, STATE Section No. (61 &
108)W&R-1 as follows:

The general scope of work consists of pavement reconstruction with add lanes and
culvert replacements along the IL 47/US 30 corridor. This includes traffic signal
modernization, combination lighting, intersection lighting, grass medians, proposed
noise walls proposed 10' shared use path and sidewalk improvements and all other
work necessary to complete the improvement in accordance with the approved plans
and specifications; and

WHEREAS, the VILLAGE is desirous of said improvement in that same will be of immediate benefit to the VILLAGE residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the approved plans, specifications and contract.
2. The STATE agrees to pay for all right of way, construction, and engineering cost subject to partial reimbursement by the VILLAGE, as hereinafter stipulated.
3. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as shown on Exhibit A attached hereto and made a part hereof.
4. The VILLAGE has passed a resolution appropriating sufficient funds to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit B and made a part hereof.
5. The VILLAGE agrees to pass a supplemental resolution to provide necessary funds for its share of the cost of this improvement if the amount appropriated in Exhibit B proves to be insufficient to cover said cost.

6. The VILLAGE further agrees that, upon award of the contract for this improvement, the VILLAGE will pay to the STATE, in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and will pay to said STATE the remainder of the obligation (including any non-participating costs on FA Projects) in a lump sum, upon completion of the project, based upon final costs.
7. The VILLAGE has adopted a resolution, will send a letter, or sign the Plan Approval page, which is part of this document, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The VILLAGE agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along IL 47/US 30 without the consent of the STATE.
9. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The VILLAGE agrees to cause its utilities installed on right of way after said right of way was acquired by the STATE or installed within the limits of a roadway after the said roadway's jurisdiction was assumed by the STATE, to be relocated and/or adjusted, if required, at no expense to the STATE.

11. All VILLAGE owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The VILLAGE agrees to obtain from the STATE an approved permit for any VILLAGE owned utility relocated/adjusted as part of this improvement and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as IL 47/US 30 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. Upon final field inspection of the improvement, the VILLAGE agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including behind the proposed noise wall, grass medians, shared use path, new and existing sidewalks, crosswalk and stop line markings, VILLAGE owned utilities including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair

and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

15. The VILLAGE further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of IL 47/US 30. Drainage facilities, if any, at the aforementioned side roads located within the STATE right-of-way shall be the joint maintenance responsibility of the STATE and the VILLAGE unless there is an agreement specifying different responsibilities.

16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 47/US 30 at Cross Street		
STATE Share	100%	100%
VILLAGE Share	0%	0%

And shall continue as outlined in the current Master Agreement executed between the STATE and the VILLAGE.

17. It is mutually agreed that the actual traffic signal maintenance will be performed by the STATE either with its own forces or through an ongoing contractual agreement.

18. The STATE retains the right to control the sequence of timing on the traffic signals.

19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signal included herein which requires modernization or reconstruction to said traffic signal then the VILLAGE agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation.

20. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6009121 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

Village of Sugar Grove
160 South Municipal Drive
Suite 110
Sugar Grove, IL 60554

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SEE NEXT PAGE FOR SIGNATURES

Obligations of the STATE and the VILLAGE will cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal funding source fails to appropriate or otherwise make available funds for this contract.

This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the three years subsequent to execution of the agreement.

This Agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

VILLAGE OF SUGAR GROVE

By: _____
(Signature)

Attest:

Clerk

(SEAL)

By: _____
(Print or Type)

Title: _____

Date: _____

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: _____
Jose Rios, P.E.
Region One Engineer

Date: _____

Job No.: C-91-197-18
Agreement No.: JN-125-010

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 326, IL 47/ US 30, State Section No: (61 & 108)W&R-1, Contract No. 62G40, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGE's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____

Exhibit B
FUNDING RESOLUTION

WHEREAS, the VILLAGE OF SUGAR GROVE (VILLAGE) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of IL 47/ US 30 from Cross Street to Jericho Road, known as Contract No. 62G40, STATE Section No.: (61 & 108)W&R-1; and

WHEREAS, in compliance with the aforementioned AGREEMENT, it is necessary for the VILLAGE to appropriate sufficient funds to pay its share of the cost of said improvement.

NOW THEREFORE, BE IT RESOLVED, that there is hereby appropriated the sum of Two Million Seven Hundred Fourteen Thousand Six Hundred Thirty-Three (\$2,714,633) or so much thereof as may be necessary, from any money now or hereinafter allotted to the VILLAGE, to pay its share of the cost of this improvement as provided in the AGREEMENT; and

BE IT FURTHER RESOLVED, that upon award of the contract for this improvement, the VILLAGE will pay to the STATE in a lump sum from any funds allotted to the VILLAGE, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

BE IT FURTHER RESOLVED, that the VILLAGE agrees to pass a supplemental resolution to provide any necessary funds for its share of the cost of this improvement if the amount appropriated herein proves to be insufficient, to cover said cost.

STATE OF ILLINOIS)

COUNTY OF COOK)

I, _____, VILLAGE Clerk in and for the VILLAGE of SUGAR GROVE,
hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by
the VILLAGE Board at a meeting on _____, 20__ A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this _____ day of
_____. 20__ A.D.

Village Clerk

(SEAL)

EXHIBIT A	
ESTIMATE OF COST	Contract 62G40

Type of Work	FEDERAL		STATE		SUGAR GROVE		TOTAL
	\$	%	\$	%	\$	%	\$
All roadway work excluding the following:	\$30,139,000	80%	\$7,534,750	20%			\$37,673,750
P&C Engineering (15%)	\$4,520,850	80%	\$1,130,213	20%			\$5,651,063
TRAFFIC SIGNALS							
IL 47/US 30 at Cross Street	\$58,400	80%	\$7,300	10%	\$7,300	10%	\$73,000
P&C Engineering (15%)	\$8,760	80%	\$1,095	10%	\$1,095	10%	\$10,950
UTILITY ADJUSTMENTS							
Fire Hydrants to be relocated					\$7,000	100%	\$7,000
P&C Engineering (15%)					\$1,050	100%	\$1,050
Watermain					\$975,000	100%	\$975,000
P&C Engineering (15%)					\$146,250	100%	\$146,250
Sanitary					\$1,360,000	100%	\$1,360,000
P&C Engineering (15%)					\$204,000	100%	\$204,000
Light Pole to be Relocated					\$11,250	100%	\$11,250
P&C Engineering (15%)					\$1,688	100%	\$1,688
TOTAL	\$34,727,010		\$8,673,358		\$2,714,633		\$ 46,115,000

NOTE: Local participation shall be predicated upon the percentages shown above for the specified work. Local Agency cost shall be determined by multiplying the final quantities times contract unit price plus the percentage shown for construction and/or preliminary engineering unless otherwise noted.