



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: SCOTT KOEPEL, VILLAGE ADMINISTRATOR

SUBJECT: RESOLUTION: AUTHORIZING INTERGOVERNMENTAL AGREEMENT WITH THE SUGAR GROVE TOWNSHIP ROAD DISTRICT

AGENDA: 5/19/2026

DATE: 5/15/2026

ISSUE

Shall the Village Board approve a resolution authorizing an Intergovernmental Agreement (IGA) with the Sugar Grove Township Road District memorializing the short-term maintenance of the Hanks Road Bridge?

DISCUSSION

Hanks Road Bridge has been in a state of disrepair for several years. Since the Village of Sugar Grove annexed a portion of the Bliss Creek Golf Course, responsibility for maintaining the wearing surface has been a point of contention. IDOT remains the owner of the bridge and the agency responsible for its overall condition. In the interest of public safety, both the Village and the Township Road District have made short-term repairs to keep the bridge serviceable for motorists.

IDOT has repeatedly requested that the Village of Sugar Grove sign a Letter of Intent (LOI), the most recent version attached to this memo, before commencing major improvements to the bridge. In the LOI, the Village acknowledges responsibility for the wearing surface, bicycle and pedestrian accommodations, bridge joints, and other roadway-related appurtenances.

Residents of both the Village of Sugar Grove and unincorporated Sugar Grove Township frequently use the bridge. Before signing the LOI, it is prudent to establish an Intergovernmental Agreement (IGA) with the Township Road District regarding short-term maintenance of the wearing surface.

COST

Legal costs to draft and assist in the negotiation of the agreement.

ATTACHMENTS

- A Resolution Authorizing an Intergovernmental Agreement with the Sugar Grove Township Road District
- The IGA with Township Road District
- The most recent LOI from IDOT concerning Hanks Road Bridge along with additional attachments

RECOMMENDATION

The Village Board approve the attached resolution and IGA.



**VILLAGE OF SUGAR GROVE
KANE COUNTY, ILLINOIS**

RESOLUTION NO. 2026 05 19 AD1

RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF SUGAR GROVE AND THE SUGAR GROVE TOWNSHIP ROAD DISTRICT

WHEREAS, the Village of Sugar Grove is an Illinois municipal corporation organized and existing under the laws of the State of Illinois; and

WHEREAS, the Sugar Grove Township Road District is a unit of local government in Illinois; and

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, there is a bridge located on Hanks Road, commonly known as the “Hanks Road Bridge,” which spans Illinois Route 56; and

WHEREAS, the Bridge currently exists in a state of disrepair; and

WHEREAS, the Village and the Road District have negotiated an Intergovernmental Agreement, attached hereto as Exhibit A, to memorialize their respective rights, duties, and cost-sharing obligations regarding the short-term maintenance and repair of the Bridge's wearing surface and roadway elements; and

WHEREAS, the President and Board of Trustees of the Village of Sugar Grove have determined that entering into this Intergovernmental Agreement is in the best interests of the Village and its residents to ensure public safety and proper infrastructure maintenance.

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

The Village President is hereby authorized to sign the attached Agreement

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this 19th day of **May 2026**.

Sue Stillwell, Village President

Tracey R. Conti, Village Clerk

BOARD VOTE:

	Aye	Nay	Absent	Abstain	Recuse
Trustee Heidi Lendi	_____	_____	_____	_____	_____
Trustee Matthew Bonnie	_____	_____	_____	_____	_____
Trustee Sean Michels	_____	_____	_____	_____	_____
Trustee Anthony Speciale	_____	_____	_____	_____	_____
Trustee Nora London	_____	_____	_____	_____	_____
Trustee Michael Roskopf	_____	_____	_____	_____	_____

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2026, by and between:

- a) the Village of Sugar Grove, Illinois, an Illinois municipal corporation, of 160 S. Municipal Drive, Suite 110, Sugar Grove, IL 60554 (the “Village”); and
- b) the Sugar Grove Township Road District, an Illinois unit of local government, of 70 1st St., Sugar Grove, IL 60554 (the “Road District”)

collectively, be hereinafter referred to as the “Parties” and each individually as a “Party.”

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, which include units of local government and townships, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, there is a bridge located in the Village, commonly known as the “Hankes Road Bridge,” which spans Illinois Route 56 at Hankes Road (the “Bridge”); and

WHEREAS, the Bridge currently exists in a state of extreme disrepair; and

WHEREAS, the Village has requested that the Road District assist with the short-term road surface maintenance responsibilities and costs related to the road on top of the Bridge; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize the obligations and rights of the Parties related to the short-term maintenance, repair and other responsibilities concerning the road on the surface of the Bridge; and

WHEREAS, based on the foregoing, the Village and Road District have concluded that it is in the best interests of the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Obligations. Each of the Parties shall have the respective obligations, as outlined in this Section:

a. The Village shall:

- i. Upon execution of this Agreement, assume responsibility for the Bridge wearing surface and roadway elements. These responsibilities shall be limited to routine maintenance activities such as maintenance of pavement markings, minor surface repairs and repairs of appurtenances when impacted.
- ii. The Village shall acknowledge its maintenance responsibilities of the wearing surface and roadway elements of the Bridge.
- iii. Upon execution of this Agreement, the Village shall conduct the initial necessary existing repairs to the wearing surface and roadway elements, the two agencies will work collaboratively to address subsequent repairs.
- iv. The Village shall be responsible for all costs it incurs while repairing the Bridge and the roadway surface on the Bridge.
- v. At a future date to be determined, negotiate and enter into a separate Intergovernmental Agreement for snow removal on the Bridge for the term of this Agreement with the Road District. Until the successor snow removal agreement is executed by the Parties, the existing snow removal agreement between the Parties shall remain in place.
- vi. The Village shall ensure that the necessary funds are appropriated to meet its obligations under this Agreement.
- vii. The Village shall indemnify the Road District for any claims that may arise due to the expenditure of Road District funds outside of its jurisdiction limited to the payment of any loss of funds incurred by the Road District as a result of the performance of work under this Agreement. However, this provision shall be read and interpreted narrowly and to only apply to any claim or potential liability arising from the explicit expenditure of funds, and not any particular injury, property damage, or other claim that is not fiscally related.

b. The Road District shall:

- i. At a future date to be determined, negotiate and enter into a separate Intergovernmental Agreement for snow removal on the Bridge for the term of this Agreement with the Village.
- ii. After the Village conducts the initial repairs to the Bridge's wearing surface and roadway elements, the Parties will work collaboratively to address subsequent repairs until such time as IDOT closes off the Bridge to start repairs or construction. The Parties' repair responsibilities shall be limited to routine maintenance activities on the road surface on the Bridge, such as maintenance of pavement markings, minor surface repairs and repairs of appurtenances when impacted.

- iii. The Road District shall be responsible for all costs it incurs while repairing the road surface on the Bridge.
- c. Each Party shall:
 - i. Routinely inspect the Bridge to ensure a proper level of functioning of the wearing surface and roadway elements.
 - ii. Maintain and repair the wearing surface and roadway elements of the Bridge in the manner prescribed by the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
 - iii. Notwithstanding the foregoing, should any Party object to the scope or quality of maintenance activities being performed pursuant to this Agreement, upon request of the objecting Party, the respective designees of each Party shall meet and confer to review such performance.
 - iv. Maintain, for a minimum of three (3) years after the completion of the Term of this Agreement and longer if required by the Local Records Commission, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.
- 2. **Term.** The term of this Agreement shall commence upon the date of full execution of this Agreement by the Parties and its official approval in writing by the Illinois Department of Transportation. It shall terminate upon the completion of the start of construction/repair of the Bridge by the Illinois Department of Transportation at a later date to be determined. This Agreement may be renewed upon the mutual written consent of both Parties.
- 3. **Insurance.** During the Term of this Agreement, each Party will have and maintain in full force and effect, at its own expense, insurance coverage to include: (a) Commercial general liability insurance with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. General liability limit requirements may be satisfied by a combination of primary and umbrella or excess liability insurance coverage; (b) Workers' compensation insurance in compliance with the applicable law of the State of Illinois. Employer's liability insurance in amounts not less than \$1,000,000.00 for each of: (i) bodily injury by accident (each accident); (ii) bodily injury by disease (policy limit); and (iii) bodily injury by disease (each employee). Where permitted by Applicable Law, such policies will contain a waiver of the insurer's subrogation rights against the other Party; and (c) Automobile liability insurance for bodily injury, property damage and automobile contractual liability covering all owned, hired and non-owned automobiles with a combined single limit of liability for each accident of not less than \$1,000,000.00

The Parties shall provide each other with certificates of insurance identifying the each Party as an "Additional Insured."

If at any time during the term of this Agreement, any insurance policy required by this Agreement changes or is cancelled, the Party shall immediately notify the other Parties by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the other Party as described in this Section shall constitute a material breach of this Agreement.

4. **Indemnification.**

Upon execution of this Agreement, the Village shall indemnify, defend, and hold harmless the Road District, and their board members, officers, employees, volunteers, and agents, from and against any claims, demands, loss, costs and expenses (including reasonable attorney's fees), judgments, and/or liability arising from or in connection with the Village's interest in the Bridge under this Agreement, from any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred as related to the Bridge, the intentional, willful or negligent acts or omissions of the Road District, its employees or independent contractors as pertaining to the Bridge. This Section shall be interpreted as broadly as possible under state and federal law.

Nothing in this Indemnification Agreement shall require the Village to indemnify, defend and hold harmless the Road District for any claims that occur because of actions taken prior to the execution date of this Agreement.

The Road District shall indemnify, defend, and hold harmless the Village, its board members, officers, employees, volunteers, and agents, from and against any claims, demands, loss, costs and expenses (including reasonable attorney's fees), judgments, and/or liability arising from or in connection with the Village's interest in any property, from any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred as related to the Bridge, the intentional, willful or negligent acts or omissions of the Road District, its employees or independent contractors as pertaining to the Bridge. This Section shall be interpreted as broadly as possible under state and federal law.

5. **Permits; Compliance with Applicable Law.** The Village shall, at its sole cost and expense, procure each and every permit, license, certificate, governmental approval or other authorization, and all renewals, extensions and/or continuances of the same, required in connection with the installation, maintenance and repair of the Bridge. The Village and Road District shall fully comply with all applicable laws, ordinances and governmental regulations when repairing, constructing or maintaining the road surface of the Bridge.

6. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a)

actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:

Sue Stillwell
President
Village of Sugar Grove
160 S. Municipal Drive
Suite 110
Sugar Grove, IL 60554

With a Copy to:

Vasselli Law
2021 Midwest Road
Suite 200
Oak Brook, IL 60523

If to the District:

Doug Musser
Highway Commissioner
Sugar Grove Township Road District
70 1st St.
Sugar Grove, IL 60554

With a Copy to:

Keri-Lyn J. Krafthefer
Road District Attorney
Ancel Glink, PC
1979 N. Mill Street #207
Naperville, IL 60563

7. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

8. **Entire Agreement; Modification.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
15. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
9. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
10. **Construction; Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Kane County.
11. **Right to Counsel; Non-Waiver of Immunity** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. The Parties further acknowledge that they have had an opportunity to review, revise and negotiate over the terms this Agreement and have it reviewed by legal counsel if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
12. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of

the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement. In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that each Party shall bear its own costs, charges, expenses and attorneys' fees arising as a result thereof. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

13. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- 14.. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement without the prior written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
15. **Relationship.** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership or other agency relationship between the Parties hereto.
16. **Authority to Execute.** The Village and the Road District shall enact all necessary ordinances or resolutions and/or take all necessary steps to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of April, 2026, by the proper persons, as set forth below.

Village of Sugar Grove, Illinois,
an Illinois Municipal Corporation

Sugar Grove Road District
an Illinois unit of local government

Sue Stillwell
Village President

Doug Musser
Highway Commissioner

Date: _____

Date: _____

Attest:

Attest:

Tracy Conti
Village Clerk

Marion Bond
Road District Clerk

Date: _____

Approved as to form by:

Illinois Department of Transportation

By: _____
Its General Counsel

Date: _____



Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1
201 West Center Court / Schaumburg, Illinois 60196-1096

February 13, 2026

The Honorable Sue Stillwell
Village President
Village of Sugar Grove
160 South Municipal Drive, Suite 110
Sugar Grove, IL 60554

Dear Village President Stillwell:

The Illinois Department of Transportation (Department) has proposed advancing improvements to the structure carrying Hankes Road over IL 56 in the Village of Sugar Grove (Village), Kane County since at least 2016. As the Department has informed the Village on January 8, 2016, through various interim communications, and again on March 21, 2022, the Department has long planned improvements to the Hankes Road Bridge, including superstructure replacement, substructure repairs, culvert work, and guardrail replacement.

As the Village is the highway authority having jurisdiction over the portion of Hankes Road that is carried over the bridge, upon completion of the improvement, the Village will continue to be responsible for maintenance of elements above the bridge superstructure. This responsibility includes the roadway wearing surface, bicyclist and pedestrian accommodations, bridge joints, and other appurtenant features serving the local roadway. The Department will retain responsibility for maintenance of the bridge superstructure and substructure, including conducting required inspections of the bridge and associated structural components over IL 56.

Phase II contract plan preparation for this improvement has been initiated. Attached at the end of this letter is a request for your concurrence with the maintenance responsibilities outlined above. This letter will serve as the basis for the development of a formal project agreement between the Village and the Department as the project advances.

If you have any questions or need additional information, please contact me or Kimberly Murphy, Consultant Studies Unit Head, at (847) 705-4791 or via email kimberly.murphy@illinois.gov.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Jose Rios'.

Jose Rios, P.E.
Region One Engineer

Attachment

cc: Brad Merkel
Scott Koeppel
Tom Rowe

The Honorable Sue Stillwell
February 13, 2026

Project and Environmental Studies
IL 56 at Hanks Road
Kane County

Concur with project scope:

Yes
 No

Concur with Hanks Road Bridge
wearing surface:

Yes
 No

Name: _____

Signature: _____

Title: _____

Date: _____

Comments:

Please see attached included Exhibits :

(A) Two page Letter of Intent

(B) Nine page IGA between the Village
of Sugar Grove, the Township of Sugar
Grove and the Sugar Grove Township
Road District

(C) Three page email from Steven E Schilke, IDOT

April 2, 2026

Jose Rios, P.E.
Region One Engineer
Illinois Department of Transportation
201 West Center Court
Schaumburg, Illinois 60196

RE: Letter of Intent Regarding Hankes Road Bridge over IL Route 56

Dear Mr. Rios,

The purpose of this Letter of Intent is to outline the responsibilities of the Village of Sugar Grove, Illinois (the "Village"), the Illinois Department of Transportation ("IDOT"), the Township of Sugar Grove, Illinois (the "Township") and the Township of Sugar Grove Road District (the "District") in regards to the Hankes Road Bridge over Illinois Route 56 (the "Bridge")(individually a "Party," collectively the "Parties"). The Village, Township and District shall enter into the attached Intergovernmental Agreement (the "IGA") respective obligations concerning the Bridge.

The Village agrees that it will:

- A. Upon all of the Parties' execution of the IGA, assume responsibility for the Bridge wearing surface and roadway elements. These responsibilities shall be limited to routine maintenance activities such as snow removal, maintenance of pavement markings, minor surface repairs and repairs of appurtenances when impacted.
- B. Enter into the IGA with both the District and Township to operationalize each Party's respective responsibilities, as outlined below.
- C. Indemnify the Township and District for any claims arising for the use of Township or Road District funds outside of each respective Parties' jurisdiction.
- D. Assume jurisdiction of the Bridge wearing surface upon all of the Parties' execution of the IGA.

The Department agrees that it will:

- A. Within the approximate 25 to 30 year range after the Bridge is reconstructed, the Department shall program a concrete overlay and joint replacement at the Bridge. The concrete overlay and joint replacement shall be at the Department's cost.
- B. If the concrete overlay and/or joint replacement are in need of repairs prior to the 25 to 30 year period listed above, the District shall complete the necessary repairs at that time.
- C. Maintain maintenance and repair responsibilities for the concrete overlay and joint replacement of the Bridge after the Village assumes jurisdiction for the Bridge.

- D. Develop a formal project agreement between the Village and the Department as the Bridge repair project advances.

The District agrees that it will:

- A. Enter into the IGA with the Village and Township to coordinate ongoing snow plowing and Bridge repairs to the surface structure. The commitment to Bridge repairs expires once IDOT completes reconstruction of the Bridge.

The Township agrees that it will:

- A. Enter into the Agreement with both the Village and District.
- B. Provide the necessary funding to the District to ensure the District's ability to provide snow plowing and repairs to the Bridge, as outlined in the IGA.

Please provide any suggested revisions to the draft IGA at your earliest convenience.

The Village appreciates the cooperation and coordination among all of the Parties to come to this agreement. We look forward to working with each of you to address the pressing needs of our collective citizens.

Best Regards,

Sue Stillwell
Village President

CC: Hon. Doug Musser, Sugar Grove Township Highway Commissioner
Hon. Tom Rowe, Sugar Grove Township Supervisor
Honorable Members of the Board of Trustees of Sugar Grove, Illinois
Scott Koppel, Village Administrator

INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement (this “Agreement”) is made and entered into this ____ day of _____, 2026, by and between:

- a) the Village of Sugar Grove, Illinois, an Illinois municipal corporation, of 160 S. Municipal Drive, Suite 110, Sugar Grove, IL 60554 (the “Village”); and
- b) the Sugar Grove Township Road District, an Illinois unit of local government, of 70 1st St., Sugar Grove, IL 60554 (the “Road District”)

collectively, be hereinafter referred to as the “Parties” and each individually as a “Party.”

W I T N E S S E T H

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, adopted in 1970, expressly permits units of local government to jointly obtain or share services and to exercise, combine or transfer their powers or functions, in any manner not otherwise prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) authorizes public agencies, which include units of local government and townships, to jointly enjoy and/or exercise powers, privileges, functions or authority with other public agencies, except where specifically and expressly prohibited by law; and

WHEREAS, the Intergovernmental Cooperation Act authorizes public agencies to enter into intergovernmental agreements with other public agencies; and

WHEREAS, there is a bridge located in the Village, commonly known as the “Hankes Road Bridge,” which spans Illinois Route 56 at Hankes Road (the “Bridge”); and

WHEREAS, the Bridge currently exists in a state of extreme disrepair; and

WHEREAS, the Village has requested that the Road District assist with the short-term road surface maintenance responsibilities and costs related to the road on top of the Bridge; and

WHEREAS, the Parties wish to enter into this Agreement to memorialize the obligations and rights of the Parties related to the short-term maintenance, repair and other responsibilities concerning the road on the surface of the Bridge; and

WHEREAS, based on the foregoing, the Village and Road District have concluded that it is in the best interests of the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and

sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

1. Obligations. Each of the Parties shall have the respective obligations, as outlined in this Section:

a. The Village shall:

- i. Upon execution of this Agreement, assume responsibility for the Bridge wearing surface and roadway elements. These responsibilities shall be limited to routine maintenance activities such as maintenance of pavement markings, minor surface repairs and repairs of appurtenances when impacted.
- ii. The Village shall acknowledge its maintenance responsibilities of the wearing surface and roadway elements of the Bridge.
- iii. Upon execution of this Agreement, the Village shall conduct the initial necessary existing repairs to the wearing surface and roadway elements, the two agencies will work collaboratively to address subsequent repairs.
- iv. The Village shall be responsible for all costs it incurs while repairing the Bridge and the roadway surface on the Bridge.
- v. At a future date to be determined, negotiate and enter into a separate Intergovernmental Agreement for snow removal on the Bridge for the term of this Agreement with the Road District. Until the successor snow removal agreement is executed by the Parties, the existing snow removal agreement between the Parties shall remain in place.
- vi. The Village shall ensure that the necessary funds are appropriated to meet its obligations under this Agreement.
- vii. The Village shall indemnify the Road District for any claims that may arise due to the expenditure of Road District funds outside of its jurisdiction limited to the payment of any loss of funds incurred by the Road District as a result of the performance of work under this Agreement. However, this provision shall be read and interpreted narrowly and to only apply to any claim or potential liability arising from the explicit expenditure of funds, and not any particular injury, property damage, or other claim that is not fiscally related.

b. The Road District shall:

- i. At a future date to be determined, negotiate and enter into a separate Intergovernmental Agreement for snow removal on the Bridge for the term of this Agreement with the Village.
- ii. After the Village conducts the initial repairs to the Bridge's wearing surface and roadway elements, the Parties will work collaboratively to address subsequent repairs until such time as IDOT closes off the Bridge to start repairs or construction. The Parties' repair responsibilities shall be limited to routine maintenance activities on the road surface on the Bridge, such as maintenance of pavement markings, minor surface repairs and repairs of appurtenances when impacted.

iii. The Road District shall be responsible for all costs it incurs while repairing the road surface on the Bridge.

c. Each Party shall:

- i. Routinely inspect the Bridge to ensure a proper level of functioning of the wearing surface and roadway elements.
- ii. Maintain and repair the wearing surface and roadway elements of the Bridge in the manner prescribed by the Illinois Department of Transportation Standard Specifications for Road and Bridge Construction.
- iii. Notwithstanding the foregoing, should any Party object to the scope or quality of maintenance activities being performed pursuant to this Agreement, upon request of the objecting Party, the respective designees of each Party shall meet and confer to review such performance.
- iv. Maintain, for a minimum of three (3) years after the completion of the Term of this Agreement and longer if required by the Local Records Commission, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.

2. **Term.** The term of this Agreement shall commence upon the date of full execution of this Agreement by the Parties and its official approval in writing by the Illinois Department of Transportation. It shall terminate upon the completion of the start of construction/repair of the Bridge by the Illinois Department of Transportation at a later date to be determined. This Agreement may be renewed upon the mutual written consent of both Parties.

3. **Insurance.** During the Term of this Agreement, each Party will have and maintain in full force and effect, at its own expense, insurance coverage to include: (a) Commercial general liability insurance with limits of liability not less than \$1,000,000.00 per occurrence and \$2,000,000 in the aggregate. General liability limit requirements may be satisfied by a combination of primary and umbrella or excess liability insurance coverage; (b) Workers' compensation insurance in compliance with the applicable law of the State of Illinois. Employer's liability insurance in amounts not less than \$1,000,000.00 for each of: (i) bodily injury by accident (each accident); (ii) bodily injury by disease (policy limit); and (iii) bodily injury by disease (each employee). Where permitted by Applicable Law, such policies will contain a waiver of the insurer's subrogation rights against the other Party; and (c) Automobile liability insurance for bodily injury, property damage and automobile contractual liability covering all owned, hired and non-owned automobiles with a combined single limit of liability for each accident of not less than \$1,000,000.00

The Parties shall provide each other with certificates of insurance identifying the each Party as an "Additional Insured."

If at any time during the term of this Agreement, any insurance policy required by this Agreement changes or is cancelled, the Party shall immediately notify the other Parties by telephone and in writing. Failure to maintain insurance coverage as required by this Section or to notify the other Party as described in this Section shall constitute a material breach of this Agreement.

4. **Indemnification.**

Upon execution of this Agreement, the Village shall indemnify, defend, and hold harmless the Road District, and their board members, officers, employees, volunteers, and agents, from and against any claims, demands, loss, costs and expenses (including reasonable attorney's fees), judgments, and/or liability arising from or in connection with the Village's interest in the Bridge under this Agreement, from any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred as related to the Bridge, the intentional, willful or negligent acts or omissions of the Road District, its employees or independent contractors as pertaining to the Bridge. This Section shall be interpreted as broadly as possible under state and federal law.

Nothing in this Indemnification Agreement shall require the Village to indemnify, defend and hold harmless the Road District for any claims that occur because of actions taken prior to the execution date of this Agreement.

The Road District shall indemnify, defend, and hold harmless the Village, its board members, officers, employees, volunteers, and agents, from and against any claims, demands, loss, costs and expenses (including reasonable attorney's fees), judgments, and/or liability arising from or in connection with the Village's interest in any property, from any and all claims, losses, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, costs and expenses (including orders, judgments, fines, forfeitures, amounts paid in settlement, reasonable attorneys' fees and court costs), deaths, injuries and damages (whether actual or punitive), whether known or unknown, suspected or unsuspected, contingent or actual, liquidated or unliquidated, proximately occurring or alleged to have occurred as related to the Bridge, the intentional, willful or negligent acts or omissions of the Road District, its employees or independent contractors as pertaining to the Bridge. This Section shall be interpreted as broadly as possible under state and federal law.

5. **Permits; Compliance with Applicable Law.** The Village shall, at its sole cost and expense, procure each and every permit, license, certificate, governmental approval or other authorization, and all renewals, extensions and/or continuances of the same, required in connection with the installation, maintenance and repair of the Bridge. The Village and Road District shall fully comply with all applicable laws, ordinances and governmental regulations when repairing, constructing or maintaining the road surface of the Bridge.

6. **Notices.** Any and all notices, demands, requests, consents, approvals, communications or other instruments required or permitted to be given under this Agreement shall be in writing (unless otherwise set forth herein) and shall be executed by a Party or an officer, agent or attorney of the Party, and shall be deemed to have been duly received upon: (a)

actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or electronic verification of delivery when delivered by overnight courier; (c) receipt as indicated by the electronic transmission confirmation when sent via telecopy or facsimile transmission; (d) three (3) calendar days after the sender posts notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested; or (e) when delivery is refused. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:

Sue Stillwell
President
Village of Sugar Grove
160 S. Municipal Drive
Suite 110
Sugar Grove, IL 60554

With a Copy to:

Vasselli Law
2021 Midwest Road
Suite 200
Oak Brook, IL 60523

If to the District:

Doug Musser
Highway Commissioner
Sugar Grove Township Road District
70 1st St.
Sugar Grove, IL 60554

With a Copy to:

Keri-Lyn J. Krafthefer
Road District Attorney
Ancel Glink, PC
1979 N. Mill Street #207
Naperville, IL 60563

7. **Severability.** The provisions of this Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof. Provided, however, that if permitted by applicable law, any invalid, illegal or unenforceable provision may be considered in determining the intent of the Parties with respect to the provisions of this Agreement.

8. **Entire Agreement; Modification.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.
15. **Waiver and Delay.** Except as expressly provided herein, no waiver by a Party of any breach of this Agreement by the other Party shall be deemed to be a waiver of any other breach by such other Party (whether preceding or succeeding and whether or not of the same or similar nature), and no acceptance of payment or performance by a Party after any breach by the other Party shall be deemed to be a waiver of any breach of this Agreement or of any representation or warranty hereunder by such other Party whether or not the first Party knows of such breach at the time it accepts such payment or performance. No failure or delay by a Party to exercise any right it may have by reason of a default by the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right by the first Party while the other Party continues to be in default.
9. **Headings.** The headings used herein form no substantive part of this Agreement, are for the convenience of the Parties only, and shall not be used to define, enlarge or limit any term of this Agreement.
10. **Construction; Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without giving effect to its principles of conflict of laws. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be brought in the state courts of Kane County.
11. **Right to Counsel; Non-Waiver of Immunity** The Parties acknowledge that they were informed that they have the right to consult with an attorney before signing this Agreement and that this paragraph shall constitute written notice of the right to be advised by legal counsel. The Parties further acknowledge that they have had an opportunity to review, revise and negotiate over the terms this Agreement and have it reviewed by legal counsel if desired and, therefore, the normal rules of construction, to the extent that any ambiguities are to be resolved against the drafting Party, shall not be employed in the interpretation of this Agreement. The Parties acknowledge that they have been given a reasonable time to consider and sign this Agreement and agree that this consideration period has been reasonable and adequate. Neither Party, by entering into this Agreement, waives any immunity provided by local, state or federal law including, but not limited to, the immunities provided by the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101, *et seq.*).
12. **Remedies.** In addition to any and all other rights a Party may have available according to law, if a Party defaults by failing to substantially perform any provision, term or condition of this Agreement, the other Party may terminate this Agreement by providing written notice to the defaulting Party. This notice shall describe with sufficient detail the nature of

the default. The Party receiving such notice shall have ten (10) calendar days from its receipt of such notice to cure the default(s). If the defaulting Party fails to cure any breach of this Agreement within ten (10) calendar days after written notice thereof, the non-defaulting Party may, in its sole and absolute discretion, choose to pursue any remedy or legal action available to it including, but not limited to, bringing a lawsuit against the defaulting Party or terminating this Agreement. In the event of a default and/or litigation arising out of the enforcement, breach or construction of this Agreement, the Parties hereto acknowledge and agree that each Party shall bear its own costs, charges, expenses and attorneys' fees arising as a result thereof. Each Party shall be entitled to any and all remedies at law and in equity under this Agreement.

13. **Counterparts and Facsimile Transmissions.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature affixed to this Agreement and transmitted by facsimile or electronic mail shall have the same effect as an original signature.
- 14.. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the successors of the Parties as if each was a party to this Agreement. Neither Party shall have the right to assign the terms of this Agreement without the prior written approval of the other Party. No assignment, even if consented to, shall in any way reduce or eliminate the liability of the assignee for obligations accrued prior to such assignment.
15. **Relationship.** This Agreement shall not be deemed or construed to evidence or create an employment, joint venture, partnership or other agency relationship between the Parties hereto.
16. **Authority to Execute.** The Village and the Road District shall enact all necessary ordinances or resolutions and/or take all necessary steps to effectuate the terms of this Agreement. All provisions of this Agreement shall be carried out and discharged in full compliance with all applicable local, state and federal laws.

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT IN ITS ENTIRETY AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of this _____ day of April, 2026, by the proper persons, as set forth below.

Village of Sugar Grove, Illinois,
an Illinois Municipal Corporation

Sugar Grove Road District
an Illinois unit of local government

Sue Stillwell
Village President

Doug Musser
Highway Commissioner

Date: _____

Date: _____

Attest:

Attest:

Tracy Conti
Village Clerk

Marion Bond
Road District Clerk

Date: _____

Approved as to form by:

Illinois Department of Transportation

By: _____
Its General Counsel

Date: _____

Scott Koeppel

From: Schilke, Steven E <Steven.Schilke@illinois.gov>
Sent: Monday, March 23, 2026 2:36 PM
To: Scott Koeppel; Murphy, Kimberly K.
Cc: Brown, Lori S.; Tony Speciale; Brad Merkel; Rios, Jose (DOT)
Subject: [EXTERNAL] RE: Hanks Road Bridge
Attachments: Scanned from a Xerox Multifunction Printer.pdf

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Scott below a response for each bullet point.

1. The language referenced in the July 9, 2025 correspondence has been superseded by the Department's February 13, 2026 letter (attached), which reflects the current and controlling scope of work. As stated, the project consists of superstructure replacement, substructure repairs, culvert work under IL 56, and guardrail replacement to meet current standards. This scope represents a targeted rehabilitation and replacement of the superstructure elements necessary to address deterioration and ensure the continued safe operation of the facility. The substructure is currently rated 7 out of 10 and is considered to be in good condition.
2. The amount identified in the Department's multi-year program is a planning-level estimate. It represents a preliminary estimate of the overall project cost, including construction, developed prior to completion of detailed design. The Department has already initiated Phase II contract plan preparation, and the cost will be refined as design advances and quantities are better defined. The current programmed amount is an initial estimate that will be updated, and the Department will ensure sufficient funding is available to deliver the project as scoped. The Village is not being asked to contribute funding toward the project.
3. With respect to long term maintenance responsibilities, the Department is requesting that the Village assume responsibility for the bridge wearing surface and related roadway elements, which is consistent with municipal jurisdiction over the roadway. These responsibilities are limited to routine maintenance activities such as snow removal, pavement markings, minor surface repairs, and appurtenances such as guardrail when impacted. Based on typical performance, a bridge deck can be expected to provide approximately 25 years of service before deterioration such as potholes may begin to occur, at which point maintenance generally consists of localized patching. At approximately the 25 to 30 year range, the Department would typically program a concrete overlay and joint replacement, which would remain a Department cost. Accordingly, the ongoing maintenance burden associated with the wearing surface is expected to be nominal and consistent with routine roadway maintenance activities already performed by the Village. For additional context, Sugar Grove Township previously performed these maintenance activities for a number of years without compensation we would suggest contacting them to get a better estimate.
4. Phase II is currently underway for this bridge replacement, and advancement to a future letting and is dependent upon execution of the letter of intent which then would develop the letter of understanding/inter-governmental agreement, including concurrence on project scope and acceptance

of maintenance responsibilities. IDOT believes the project could be scheduled for the 2027 letting if this critical component is received as soon as possible to maintain the project schedule; however, the Department cannot guarantee a specific letting, as timing will ultimately depend on receipt of concurrence and subsequent contract development.

From: Scott Koeppel <skoeppe@sugargroveil.gov>
Sent: Monday, March 23, 2026 2:19 PM
To: Schilke, Steven E <Steven.Schilke@illinois.gov>; Murphy, Kimberly K. <Kimberly.Murphy@Illinois.gov>
Cc: Brown, Lori S. <Lori.S.Brown@Illinois.gov>; Tony Speciale <tSpeciale@sugargroveil.gov>; Brad Merkel <bmerkel@sugargroveil.gov>; Rios, Jose (DOT) <Jose.Rios@illinois.gov>
Subject: [External] FW: Hanks Road Bridge

Hello,

I wanted to follow up on my request. I would like to update the Village Board at our next meeting.

Thank you,

Scott Koeppel
Village Administrator

From: Scott Koeppel
Sent: Monday, March 16, 2026 2:49 PM
To: Schilke, Steven E <Steven.Schilke@illinois.gov>; Murphy, Kimberly K. <Kimberly.Murphy@Illinois.gov>
Cc: Tony Speciale <tSpeciale@sugargroveil.gov>; Brad Merkel <bmerkel@sugargroveil.gov>
Subject: Hanks Road Bridge

Hello Steven and Kimberly,

The LOI dated July 9, 2025 (also attached) asks the Village to concur with the project scope and concur with Hanks Road Bridge deck and wearing surface long-term maintenance. The letter also states that the "Department has committed to reconstructing the structure at no cost to the Village". I have a few questions and requests. I hope you can help with these questions.

1. Can you please provide more details on what reconstructing the structure entails?
2. I found 2.5 million dollars in the IDOT 2026-2031 Highway Improvement Plan for: Hanks Road bridge new deck and bridge structure rehab. The condition of the bridge is quite poor and in the past debris has fallen on IL-56. My public works team and engineers feel 2.5 million is too low. Are there other funds planned to reconstruct the structure?
3. Do you have cost estimates for the long term bridge deck and wearing surface maintenance the Village will be responsible for?
4. If the LOI is signed in the next 90 days will this project be part of the 2027 letting?



Scott Koeppel, ICMA-CM | Village Administrator
Administration Department | Village of Sugar Grove
160 S. Municipal Dr., Suite 110, Sugar Grove, IL 60554

T: 630.391.7205 | F: 630.391.7210 | E: skoeppe@sugargroveil.gov

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