



BOARD REPORT

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES

FROM: SCOTT KOEPEL, VILLAGE ADMINISTRATOR
BRAD MERKEL, PUBLIC WORKS DIRECTOR

SUBJECT: RESOLUTION: AUTHORIZING LETTER OF UNDERSTANDING (LOU) WITH
ILLINOIS DEPARTMENT OF TRANSPORTATION (IDOT) REGARDING HANKES
ROAD BRIDGE

AGENDA: 10/20/2026

DATE: 10/14/2026

ISSUE

Shall the Village Board approve a resolution authorizing execution of a Letter of Understanding (LOU) with the Illinois Department of Transportation (IDOT) for the Hankes Road Bridge improvements at IL 56, thereby confirming construction responsibilities and long-term maintenance roles between the State and the Village?

DISCUSSION

Hankes 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 agreed to an IGA for short-term maintenance of the wearing surface.

Approval of the LOU resolves long-standing uncertainty regarding who maintains what and allows IDOT to move forward with the bridge reconstruction at no local construction cost. The LOU supersedes prior interim arrangements by establishing clear, durable roles tied to the completed project and ongoing NBIS inspection/reporting. Village and IDOT responsibilities are outlined in the attached LOU.

COST

- **Construction/engineering/ROW/joint replacement:** No Village cost under this LOU; all borne by IDOT. Long term maintenance of all elements below the wearing surface.
- **Routine maintenance (Village):** Ongoing operating costs within Public Works' existing budget (snow/markings/minor repairs/appurtenances).

- **Programmatic overlays:** Anticipated as IDOT cost at the typical 25–30 year lifecycle, per IDOT staff correspondence.

ATTACHMENTS

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

RECOMMENDATION

The Village Board approve the attached Resolution and LOU with IDOT.



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

RESOLUTION NO. 2026 10 20 AD1

**RESOLUTION AUTHORIZING A LETTER OF UNDERSTANDING BETWEEN THE VILLAGE OF SUGAR GROVE AND
THE ILLINOIS DEPARTMENT OF TRANSPORTATION**

WHEREAS, the State of Illinois, through the Department of Transportation “State”, plans to complete improvements to Illinois Route 56 at Hanks Road, including bridge and roadway work; and

WHEREAS, the State will handle all surveys, rights-of-way, engineering, bidding, construction, and associated costs for the project and will relocate private utilities at no cost to the Village; and

WHEREAS, upon completion, the State will maintain Illinois Route 56 and the bridge components below the wearing surface, including required NBIS inspections and reporting; and

WHEREAS, the Village of Sugar Grove “Village” will maintain the Hanks Road approach slabs and all elements above the wearing surface; and

WHEREAS, the Village has reviewed and approved the plans and specifications affecting its jurisdiction as provided by the State; and

WHEREAS, approval of the Letter of Understanding constitutes acceptance of all terms and represents the complete agreement between the parties.

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

- That the Village President is hereby authorized and directed to execute the Letter of Understanding with the State of Illinois Department of Transportation for the improvements to Illinois Route 56 at Hanks Road (attached as Exhibit A).
- That the Village acknowledges and accepts the respective responsibilities outlined in the Letter of Understanding, including maintenance obligations for elements of the Hanks Road bridge and related appurtenances.
- That Village staff are authorized to take all actions necessary to implement the terms of the agreement and coordinate with the Illinois Department of Transportation throughout the duration of the project.
- That this Resolution shall be in full force and effect upon its passage and approval as provided by law.

PASSED AND APPROVED by the President and the Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on this **20th** day of **October 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					

FAP 573 Illinois Route 56
At Hanks Road
State Section No.: 2019-064-B
Contract No.: _____
State Job No.: C-91-026-23
Agreement Number: LU-126-021
County: Kane

LETTER OF UNDERSTANDING

The STATE OF ILLINOIS, acting by and through its DEPARTMENT OF TRANSPORTATION, (the STATE), desires to improve Illinois Route 56 at Hanks Road, which is under the jurisdiction of the VILLAGE OF SUGAR GROVE, (the VILLAGE), said project to be known as State Contract No.: _____, State Section: 2019-064-B, State Job Number C-91-026-23 (the PROJECT), by making the following proposed improvements:

Superstructure replacement, substructure repairs, culvert work, guardrail replacement, and any other work necessary to complete the PROJECT at Hanks Road over Illinois Route 56.

For the STATE and the VILLAGE to benefit from this proposed improvement, the Parties agree as follows, effective as of the date of final execution of this Letter of Understanding (the EFFECTIVE DATE):

The STATE agrees:

1. 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 associated with the improvement.
3. To cause Private utilities to be relocated at no expense to the STATE or the VILLAGE.
4. Upon completion of the improvement and final field inspection and acceptance by the STATE and VILLAGE, and so long as Illinois Route 56 is used as a STATE highway, the STATE shall be responsible for all pavement, drainage systems and landscaping on

Illinois Route 56 and the maintenance, preservation, repair and replacement as necessary, of the substructure and superstructure of the bridge carrying Hanks Road over Illinois Route 56, including all components below the wearing surface including bridge joints. The STATE shall continue to perform NBIS inspections as required and provide the VILLAGE with copies of bridge deck inspection reports.

The VILLAGE Agrees:

1. To maintain those portions of the improvement that are not maintained by the STATE, including the Hanks Road approach slabs, elements above the bridge superstructure, including but not limited to, the roadway wearing surface, bicyclist and pedestrian accommodations, and other appurtenant features serving the local jurisdiction roadway. For avoidance of doubt, routine maintenance includes, without limitation, snow removal, pavement markings, minor surface repairs, and appurtenances.
2. To review the STATE's contract plans for approval.
3. To sign the plan approval page which is part of this document or provide the STATE with a letter, approving the plans and specifications affecting the Village's jurisdiction as prepared. The final plans and specifications have previously been sent to the VILLAGE, together with a request for approval.

Approval of this Letter of Understanding shall be considered as concurrence with, and acceptance of all terms contained herein, shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns and shall constitute the entire agreement of the parties on this subject, superseding and incorporating all other agreement of any kind, whether written or oral.

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.

The Village and the Department each have caused this Agreement to be executed by its authorized representative as of the EFFECTIVE DATE.

VILLAGE OF SUGAR GROVE

By: _____
(Signature)

By: _____
(Print or Type)

Title: _____

Date: _____

Attest:

Clerk

(SEAL)

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

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

Date: _____

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP 573 Illinois Route 56 at Hanks Road, State Contract No.: _____, State Section: 2019-064-B, State Job No.: C-91-026-23, the VILLAGE agrees to that portion of the plans and specifications relative to the VILLAGES's obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved _____

Title _____

Date _____