



# Agenda Item Executive Summary

Item Name      IL Rt 59 & W. Bartlett Rd. Intersection      Committee  
Improvements      or Board      Board

## BUDGET IMPACT

Amount:	\$213,613	Budgeted	\$250,000
List what fund	Street & MFT		

## EXECUTIVE SUMMARY

As you are aware, we are working with IDOT on the intersection improvements at IL Rt 59 and W. Bartlett Rd. The improvements include work that the village is responsible to pay for: emergency vehicle pre-emption, street lighting, and traffic signals. An agreement between the village and IDOT for the IL Rt 59 and W. Bartlett Rd. intersection improvements is required for this work to be included. Attached is the intergovernmental agreement between the village and IDOT. We recommend that the Village Board approve the IGA with IDOT.

## ATTACHMENTS (PLEASE LIST)

Memo, Resolution, Intergovernmental Agreement

## ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion:

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the State of Illinois and the Village of Bartlett for IL Rt 59 and W. Bartlett Rd. Intersection Improvements

Staff:              Dan Dinges, Director of Public Works

Date:              10/22/21

# Memo

DATE: October 22, 2021

TO: Paula Schumacher  
Village Administrator

FROM: Dan Dinges, PE  
Director of Public Works

SUBJECT: IL Rt. 59 & W. Bartlett Rd. Intersection Improvements

As you are aware, we are working with IDOT on the intersection improvements at IL Rt 59 and W. Bartlett Rd. The improvements include work that the village is responsible to pay for: emergency vehicle pre-emption, street lighting, and traffic signals. An agreement between the village and IDOT for the IL Rt 59 and W. Bartlett Rd. intersection improvements is required for this work to be included. Attached is the intergovernmental agreement between the village and IDOT. We recommend that the Village Board approve the IGA with IDOT.

**MOTION:** I move to approve Resolution 2021-\_\_\_\_\_, a Resolution Authorizing the Execution of the Intergovernmental Agreement Between the State of Illinois and the Village of Bartlett for IL Rt 59 and W. Bartlett Rd. Intersection Improvements

RESOLUTION 2021 - \_\_\_\_\_

**A RESOLUTION APPROVING THE INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF BARTLETT AND THE STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION**

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**BE IT RESOLVED** by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

**SECTION ONE:** The agreement is for proposed improvements that the Village is responsible for paying including emergency pre-emption equipment, street lighting and traffic signals with a total sum of \$213,613.00.

**SECTION TWO:** The Agreement dated November 2, 2021, between the State of Illinois and the Village of Bartlett (the "Agreement"), a copy of which is appended hereto and expressly incorporated herein by this reference, is hereby approved.

**SECTION THREE:** That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

**SECTION FOUR: SEVERABILITY.** The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

**SECTION FIVE: REPEAL OF PRIOR RESOLUTIONS.** All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

**SECTION SIX: EFFECTIVE DATE.** This Resolution shall be in full force

and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: November 2, 2021

APPROVED: November 2, 2021

\_\_\_\_\_  
Kevin Wallace, Village President

ATTEST:

\_\_\_\_\_  
Lorna Giles, Village Clerk

**C E R T I F I C A T I O N**

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2021 - \_\_\_\_\_ enacted on November 2, 2021, and approved on November 2, 2021, as the same appears from the official records of the Village of Bartlett.

\_\_\_\_\_  
Lorna Giles, Village Clerk

FAP 338 IL 59 (Sutton Road)  
At West Bartlett Road  
State Section: 110R-1-N  
County: Cook  
Job No. : C-91-457-16  
Contract No.: 62D30  
Agreement No.: JN-121-015

AGREEMENT

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021 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  
BARTLETT 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 3,470 lineal feet of  
Illinois 59 at West Barlett Road, FAP 338, State Job No.: C-91-457-16, State  
Contract No.: 62D30, State Section No.: 110R-1-N, by widening, milling,  
resurfacing, and reconstruction as follows:

The general scope of work for this intersection improvement consists of the addition  
of dual left turn lanes as well as dedicated right turn lanes to all legs, traffic signal  
replacement, and  
utility relocation and by performing 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 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 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.
6. The VILLAGE further 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.

7. 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 Illinois 59 without the consent of the STATE.
8. The VILLAGE shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
9. 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.
10. 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.
11. Upon final field inspection of the improvement and so long as Illinois 59 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the median, the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter, stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
12. 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 sidewalks, parkways, guardrails, crosswalk

and stopline markings, VILLAGE owned utilities including appurtenances thereto and highway lighting including furnishing the electrical energy thereof.

13. The VILLAGE further agrees to continue its existing maintenance responsibilities on West Bartlett Road and all other side road approaches under its jurisdiction, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of II 59. 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.

14. It is mutually agreed that highway lighting included in the improvement shall be installed as follows:

- I. The STATE's contractor shall install all highway lighting underground items, including, but not necessarily limited to, electric service installation, electric utility service connection, underground conduits and cables, utility ducts, lighting controller and light pole foundations.
- II. The VILLAGE shall procure and install at its own cost all lighting Above ground item, including, but not necessarily limited to, light poles with mast arms, breakaway devices, luminaires and luminaire safety cable assemblies. The VILLAGE should procure all the required above ground materials upon award of the STATE's contract.
- III. The VILLAGE's contractor may commence work on the above

ground items no earlier than 30 days prior to the scheduled project completion date. The VILLAGE's contractor shall coordinate and receive approval for its work commencement date with the STATE Resident Engineer.

IV. The VILLAGE's contractor shall schedule its work so as to minimize conflicts that may arise with work by the STATE's contractor. No additional compensation will be allowed for delays or inconveniences resulting from activities of the STATE's contractor.

15. Upon acceptance by the STATE of the new traffic signal included herein, the responsibility for maintenance and energy shall remain as outlined in the current Agreement between the STATE and VILLAGE.

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

17. The STATE'S Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" equipment, located at the traffic signal and shall invoice the VILLAGE for the costs related to said maintenance.

18. The VILLAGE shall maintain the emitters and associated appurtenances at its own expense. The emitters shall be maintained and tested by the VILLAGE in accordance with the recommendations of the manufacturer.

19. It is mutually agreed, if, in the future, the STATE adopts a roadway or traffic signal improvement passing through the traffic signals included herein which requires modernization or reconstruction to said traffic signals, then the VILLAGE agrees to be financially responsible for its share of the traffic signals and all costs to relocate or reconstruct the emergency vehicle pre-emption equipment in conjunction with the STATE's proposed improvement.
  
20. 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.
  
21. Under penalties of perjury, the VILLAGE certifies that its correct Federal Tax Identification number is 36-6005784 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is

Village of Bartlett  
228 S Main Street  
Bartlett, IL 60103

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 BARTLETT

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: \_\_\_\_\_

Job No.: C-91-457-16  
Agreement No.: JN-121-015

PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of Illinois 59 at West Bartlett Road known as FAP 338, State Section No.: 110R-1-N, 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 BARTLETT has entered into an AGREEMENT with the STATE OF ILLINOIS for the improvement of Illinois 59, known as State Section No.: (110R-1)N; 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 Hundred Thirteen Thousand Six Hundred Thirteen Dollars (\$213,613) 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 will pay to said STATE the remainder of the obligation in a lump sum, upon completion of the project based on final costs.

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, \_\_\_\_\_, \_\_\_\_\_ Clerk in and for the \_\_\_\_\_ of  
\_\_\_\_\_ hereby certify the foregoing to be a true perfect and complete copy of the  
resolution adopted by the \_\_\_\_\_ 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 62D30**

Type of Work	FEDERAL		STATE		VILLAGE OF BARTLETT		TOTAL
	\$	%	\$	%		%	
All roadway work excluding the following:	\$1,760,000	80%	\$440,000	20%			\$2,200,000
P&C Engineering (15%)	\$264,000	80%	\$66,000	20%			\$330,000
<b>TRAFFIC SIGNALS</b>							
IL 59 at West Bartlett Road	\$300,000	80%	\$56,250	15%	\$18,750	5%	\$375,000
P&C Engineering (15%)	\$45,000	80%	\$8,438	15%	\$2,813	5%	\$56,250
Emergency Vehicle Pre-emption					\$7,000	100%	\$7,000
P& C Engineering (15%)					\$1,050	100%	\$1,050
<b>OTHER ITEMS</b>							
Installing underground Lighting Facilities					\$160,000	100%	\$160,000
P& C Engineering (15%)					\$24,000	100%	\$24,000
<b>TOTAL</b>	<b>\$2,369,000</b>		<b>\$570,688</b>		<b>\$213,613</b>		<b>\$3,153,300</b>

NOTE: The Local's participation shall be predicated upon the percentages shown above for the specified work. The Local Agency's 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.