
**VILLAGE OF SUGAR GROVE
BOARD REPORT**

TO: VILLAGE PRESIDENT & BOARD OF TRUSTEES
FROM: ANTHONY SPECIALE, DIRECTOR OF PUBLIC WORKS
GEOFF PAYTON, STREETS & PROPERTIES SUPERVISOR
SUBJECT: RESOLUTION: INTERGOVERNMENTAL AGREEMENT WITH ILLINOIS
TOLLWAY, IDOT AND KANE COUNTY FOR THE I-88 AND SUGAR
GROVE PARKWAY INTERCHANGE PROJECT
AGENDA: JULY 2, 2019 REGULAR BOARD MEETING
DATE: JUNE 25, 2019

ISSUE

Should the Village approve a resolution authorizing an Intergovernmental Agreement with THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, for land conveyance from the Village to the Tollway in conjunction with the interchange construction at I-88 and Sugar Grove Parkway (subject to attorney review).

DISCUSSION

The Village has been coordinating with the Tollway, IDOT and Kane County for participation in the I-88 and Sugar Grove Parkway Interchange Project. The purpose of this AGREEMENT, for ILLINOIS TOLLWAY recording purposes shall be known as #004274-1, is to document the transfer of right of way from the VILLAGE to the ILLINOIS TOLLWAY required as part of the PROJECT.

The attached IGA outlines the conveyance of a parcel adjacent to the future ramp connecting westbound I-88 to the Sugar Grove Parkway exit ramp. The existing IGA between all the parties states the Village is required to transfer the parcel at no cost to the Tollway to accommodate the construction, operation and maintenance of the interchange. The parcel was obtained at no cost to the Village from Crown Community Development. Exhibit A is attached for your review showing the parcel in the discussion.

COST

There are no costs associated with this agreement other than \$45 recorder fees and approximately \$200 for legal review of the document.

RECOMMENDATION

That the Village Board approve Resolution **#20190702PW1** authorizing the Village President to execute the Intergovernmental Agreement with the Illinois Tollway for conveyance of a parcel in conjunction with interchange construction at I-88 and the Sugar Grove Parkway (subject to attorney review).



RESOLUTION NO. 20190702PW1

VILLAGE OF SUGAR GROVE, KANE COUNTY, ILLINOIS

RESOLUTION AUTHORIZING EXECUTION THE INTERGOVERNMENTAL AGREEMENT WITH THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY FOR PARCEL CONVEYANCE AT THE I-88 AND SUGAR GROVE PARKWAY INTERCHANGE PROJECT

WHEREAS, the Village of Sugar Grove Board of Trustees find that it is in the best interest of the Village to execute the Intergovernmental Agreement with the Tollway for parcel conveyance at the I-88 and Sugar Grove Parkway Interchange Project, 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 the Intergovernmental Agreement between the Tollway and the Village of Sugar Grove for parcel conveyance at the I-88 and Sugar Grove Parkway Interchange Project. 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.

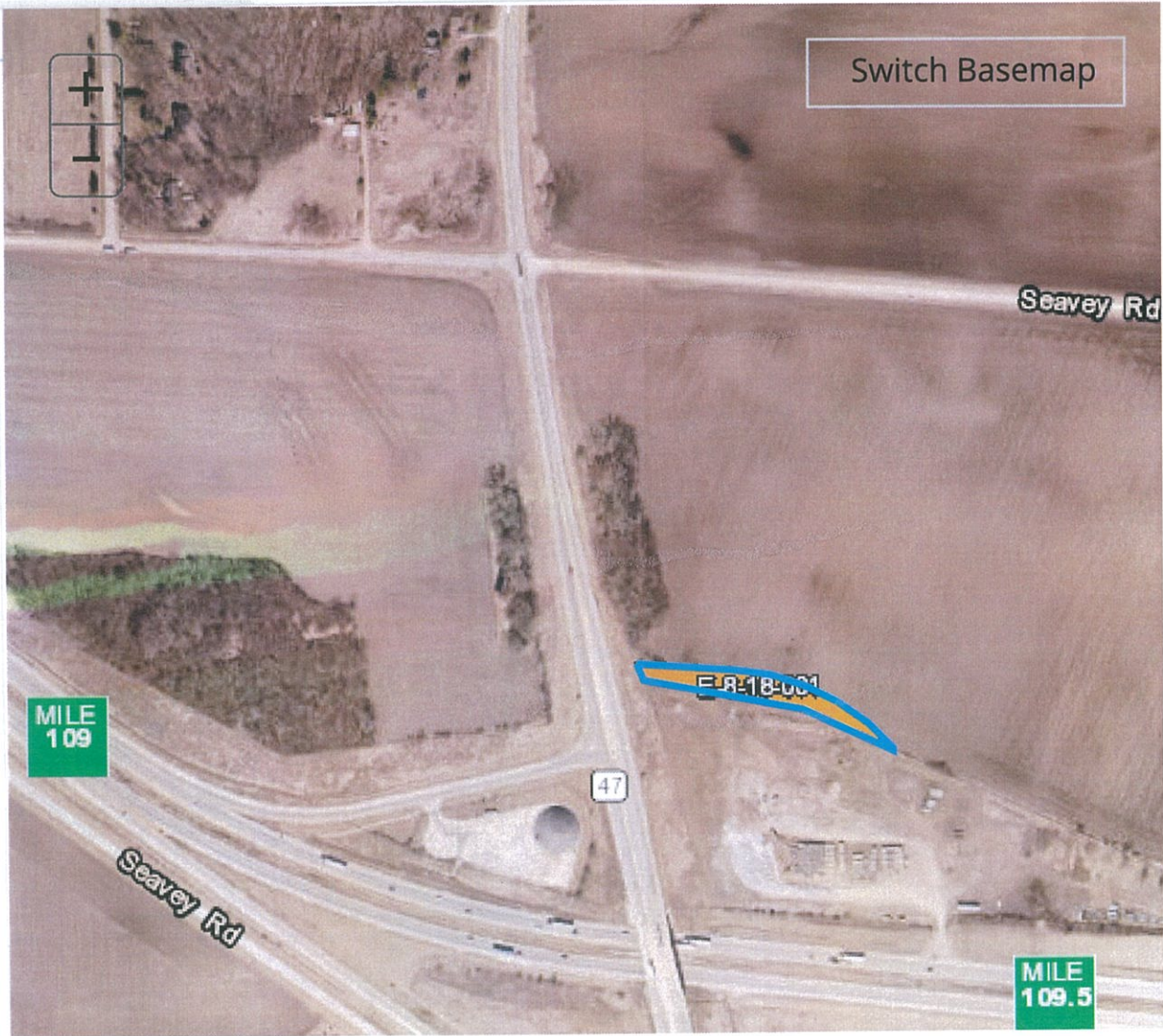
PASSED AND APPROVED by the President and Board of Trustees of the Village of Sugar Grove, Kane County, Illinois, on the 2nd day of July, 2019.

P. Sean Michels, President of the Board
of Trustees of the Village of Sugar Grove,
Kane County, Illinois

ATTEST: _____
Cynthia Galbreath, Village Clerk,
Village of Sugar Grove

	Aye	Nay	Absent	Abstain
Trustee Sean Herron	_____	_____	_____	_____
Trustee Rick Montalto	_____	_____	_____	_____
Trustee Ted Koch	_____	_____	_____	_____
Trustee Jennifer Konen	_____	_____	_____	_____
Trustee Heidi Lendi	_____	_____	_____	_____
Trustee Ryan Walter	_____	_____	_____	_____
President P. Sean Michels	_____	_____	_____	_____

Exhibit A



**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY
AND
THE VILLAGE OF SUGAR GROVE**

This INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the "AGREEMENT") is entered into this _____ day of _____, 2019, by and between THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, an instrumentality and administrative agency of the State of Illinois, hereinafter called the "ILLINOIS TOLLWAY," and the VILLAGE OF SUGAR GROVE, a municipal corporation of the State of Illinois, hereinafter called "VILLAGE," individually referred to as "PARTY," and collectively referred to as "PARTIES."

WITNESSETH:

WHEREAS, the ILLINOIS TOLLWAY, in order to facilitate the free flow of traffic and ensure safety to the motoring public, intends to improve the existing interchange at the Reagan Memorial Tollway (I-88) (hereinafter sometimes referred to as "Toll Highway") at Illinois Route 47, and included in ILLINOIS TOLLWAY construction contract(s), including but not limited to Contract I-16-4274 (hereinafter referred to as the "PROJECT"), by making the following improvements:

The improvements to be constructed under this contract shall be performed along I-88 between Milepost 108.8 and Milepost 109.9 and on Illinois Route 47 between station 160+00, and station 172+79.66, and will provide a full access interchange at I-88 and Illinois Route 47 and shall include a new I-88 westbound entrance ramp from Illinois Route 47 northbound , a new I-88 eastbound entrance ramp, a new I-88 westbound exit ramp, realignment of the existing I-88 eastbound exit ramp, realignment of the existing I-88 westbound entrance ramp from southbound Illinois Route 47, rehabilitation of the existing Illinois Route 47 over I-88 bridge, including bridge latex overlay and new parapets, railings, and painted median; and

WHEREAS, the purpose of this AGREEMENT, for ILLINOIS TOLLWAY recording purposes shall be known as #004274-1, is to document the transfer of right of way from the VILLAGE to the ILLINOIS TOLLWAY required as part of the PROJECT; and

WHEREAS, the VILLAGE owns the right of way of Parcel E-8-18-001, located adjacent to the future enhanced ramp connecting the westbound Reagan Memorial Tollway (I-88) to Illinois Route 47 exit ramp; and

WHEREAS, the ILLINOIS TOLLWAY wishes to acquire Parcel E-8-18-001 to accommodate the construction, operation, and maintenance of the PROJECT; and

WHEREAS, the VILLAGE agrees to convey Parcel E-8-18-001, free and clear of any and all liens, interests, and encumbrances as are necessary to accommodate the PROJECT at no cost to the ILLINOIS TOLLWAY; and

WHEREAS, the ILLINOIS TOLLWAY by virtue of its powers as set forth in the Toll Highway Act, 605 ILCS 10/1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, VILLAGE by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 *et seq.* is authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative Intergovernmental Agreement is appropriate and such an Agreement is authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the PARTIES hereto agree as follows:

I. RECITALS

The PARTIES hereto agree that the recitals included above are incorporated into and made a part of this AGREEMENT.

II. ENGINEERING

The ILLINOIS TOLLWAY is responsible for the performance of preliminary and final design engineering, obtaining necessary surveys, and preparing the final plans and specifications for the PROJECT.

III. RIGHT OF WAY

- A. The VILLAGE agrees to convey fee simple absolute title for Parcel E-8-18-001 (as shown on “EXHIBIT A” attached hereto) to the ILLINOIS TOLLWAY, necessary for the construction of the PROJECT.
- B. The ILLINOIS TOLLWAY shall perform all survey work, prepare all parcel plats, establish legal descriptions as necessary, and generally comply with its written Policies and Procedures for the parcel currently owned by the VILLAGE to be transferred to the ILLINOIS TOLLWAY.
- C. The land conveyance referenced in this AGREEMENT will be tendered in a form that is acceptable for recordation.

- D. The ILLINOIS TOLLWAY shall record the deed and any other documents that must be recorded.
- E. In order to avoid PROJECT delays, the VILLAGE hereby agrees to permit, authorize, and coordinate use and/or access to Parcel E-8-18-001 as necessary for the construction of the PROJECT.

IV. UTILITIES

The VILLAGE agrees to cooperate in the adjustment of utilities that are existing on, the parcel described herein in conjunction with PROJECT improvements.

V. CONSTRUCTION

- A. The ILLINOIS TOLLWAY is responsible for advertising and receiving bids, awarding the contract(s), providing construction engineering inspections for, and causing the PROJECT to be constructed, all in accordance with the PROJECT plans and specifications.
- B. Notices required to be delivered by either PARTY pursuant to this AGREEMENT shall be delivered as indicated in Section VI.K. of this AGREEMENT.

V. FINANCIAL

The VILLAGE agrees to convey Parcel E-8-18-001, as shown on “EXHIBIT A” attached hereto, in full fee simple absolute at no cost to the ILLINOIS TOLLWAY as part of the VILLAGE’s contribution to construction of the PROJECT.

VI. GENERAL PROVISIONS

- A. It is understood and agreed that this is an AGREEMENT between the Village of Sugar Grove and the Illinois Tollway exclusively, and does not create any rights, responsibilities, remedies, or causes of action in any third party except as may be specifically created or required by this AGREEMENT.
- B. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES as it relates specifically to Parcel E-8-18-001, and supersedes all previous oral and written proposals, negotiations, representations or understandings as it relates specifically to the Parcel.

- C. Wherever in this AGREEMENT approval or review by either the VILLAGE or the ILLINOIS TOLLWAY is provided for, said approval or review shall not be unreasonably delayed or withheld, subject to the discretion of the ILLINOIS TOLLWAY Board of Directors if their approval is required.
- D. Each PARTY has designated a point of contact and a protocol for PROJECT communications. Representatives may be changed, from time to time, by subsequent written notice.
- E. In the event of a dispute between VILLAGE and the ILLINOIS TOLLWAY in the carrying out of the terms of this AGREEMENT, the Chief Engineering Officer of the ILLINOIS TOLLWAY and the VILLAGE's Engineer shall meet and resolve the issue. In the event that they cannot mutually agree in the carrying out of the terms of this AGREEMENT, the decision of the Chief Engineering Officer of the ILLINOIS TOLLWAY shall be final.
- F. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. 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 The Village of Sugar Grove, 10 South Municipal Drive, Sugar Grove, Illinois 60554
- H. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
- I. The failure by the ILLINOIS TOLLWAY or the VILLAGE to seek redress for violation of or to insist upon the strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall be deemed waived by the ILLINOIS TOLLWAY or the VILLAGE unless such provision is waived in writing.
- J. It is agreed that the laws of the State of Illinois, except for the law of the conflicts of law, shall apply to this AGREEMENT, and in the event of litigation, venue shall lie solely in the Circuit Court of DuPage County, Illinois.
- K. All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the ILLINOIS TOLLWAY: The Illinois Toll Highway Authority
2700 Ogden Avenue
Downers Grove, Illinois 60515
Attn: Chief Engineering Officer

To the VILLAGE:

The Village of Sugar Grove
10 South Municipal Drive
Sugar Grove, Illinois 60554
Attn: Director of Public Works

The PARTIES may exchange e-mail addresses or other contact information for any message required or pursuant to fulfilling the terms of this AGREEMENT without amending this AGREEMENT. By agreement, the PARTIES may change the name and/or address of contact person by giving notice under this Paragraph without amending this AGREEMENT.

- L. The PARTIES agree to maintain books and records related to the performance of this AGREEMENT for a minimum of five (5) years from the last action on the AGREEMENT or for such longer period as the law requires. The PARTIES further agree to cooperate fully with any audit and to make its books and records, and books and records within its custody or control available to the Illinois Attorney General, the Illinois Auditor General, the ILLINOIS TOLLWAY Inspector General, the ILLINOIS TOLLWAY Department of Internal Audit, the VILLAGE, the ILLINOIS TOLLWAY or any other governmental agency or agent thereof that is authorized to audit or inspect such books and records.
- M. The VILLAGE also recognizes that, pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5), the Inspector General of the Illinois State Toll Highway Authority (“OIG”) has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The VILLAGE will fully cooperate in any OIG investigation or review and shall not bill the ILLINOIS TOLLWAY for such time. However, in the event that it is determined that allegations of fraud, waste, or abuse have been substantiated against the ILLINOIS TOLLWAY, the VILLAGE shall be eligible for reimbursement for any actual costs incurred. Cooperation includes providing access to all information and documentation related to the performance of this AGREEMENT, and disclosing and making available all personnel involved or connected with, or having knowledge of, the performance of this AGREEMENT.

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IN WITNESS THEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

THE VILLAGE OF SUGAR GROVE

By: _____
P. Sean Michels
Village President

Attest: _____

Date: _____

(Please Print Name)

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

By: _____
José R. Alvarez
Executive Director

Date: _____

Approved as to Form and Constitutionality

Tom Forgue, Assistant Attorney General, State of Illinois