

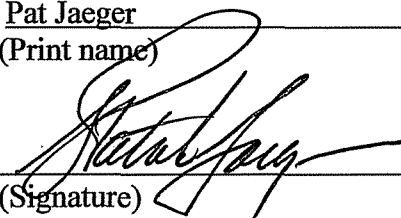
**DOCUMENT VET SHEET**  
**for**  
**Karen McConnaughay**  
**Chairman, Kane County Board**

Name of Document: Letter of Intent with IL State Tollway, McHenry County, and  
Village of Huntley for I-90 / IL 47 Interchange

Submitted by: Steve Coffinbargar

Date Submitted: November 12, 2008

Examined by: Pat Jaeger  
(Print name)

  
(Signature)

December , 2008  
(Date)

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Chairman signed: Yes No 1-7-09  
(Date)

Document returned to: Linda Haines

**KANE COUNTY**  
DIVISION of TRANSPORTATION

Carl Schoedel, P.E.  
Director of Transportation  
County Engineer



41W011 Burlington Road  
St. Charles, IL 60175  
Phone: (630) 584-1170  
Fax: (630) 584-5265

DATE: January 2, 2009

TO: Jean Weems  
County Board Office

FROM: Linda Haines

SUBJECT: December County Board

2 – Letter of Intent with IL State Tollway, McHenry County, and Village of  
Huntley for I-90 / IL47 Interchange with Document Vet Sheet (Kane County  
Resolution #08-394

TRANSMITTED FOR:

- ( ) YOUR INFORMATION AND FILE
- ( ) YOUR APPROVAL AND/OR CORRECTION
- ( ) AS REQUESTED
- (X) SEE BELOW

REMARKS: Please have the County Board Chairman sign and return to our office for further processing.

Thanks.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 08 - 394

**APPROVING A LETTER OF INTENT BETWEEN THE COUNTY OF KANE, THE COUNTY OF MCHENRY, THE VILLAGE OF HUNTLEY, THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY, AND THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR THE INTERSTATE 90 AT ILLINOIS ROUTE 47 FULL INTERCHANGE**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the County of Kane (hereinafter "Kane"), the County of McHenry (hereinafter "McHenry"), the Village of Huntley (hereinafter "Huntley"), the Illinois State Toll Highway Authority (hereinafter "Tollway"), and the Illinois Department of Transportation (hereinafter "IDOT") to cooperate in the performance of their respective duties and responsibilities by contract and the other agreements; and

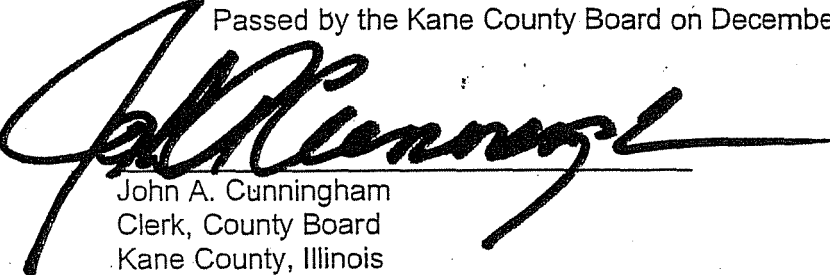
WHEREAS, Kane, McHenry, Huntley, Tollway, and IDOT, in order to facilitate the free flow of traffic and ensure safety to the motoring public, desire to improve the Interstate 90 Jane Adams Memorial Tollway by constructing a full interchange with Illinois Route 47 (hereinafter the "Project"); and


WHEREAS, Kane, McHenry, Huntley have previously entered into an agreement to fund and conduct a Design Concept Report for the Project; and

WHEREAS, Kane, McHenry, Huntley, Tollway, and IDOT desire to enter into a Letter of Intent (a copy of which is on file with the County Clerk's Office) in order to serve as a basis for the development of a future Intergovernmental Agreement for the remaining phases of the Project.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chairman is hereby authorized to execute a Letter of Intent by and between the County of Kane, the County of McHenry, the Village of Huntley, the Illinois State Toll Highway Authority, and the Illinois Department of Transportation (a copy of which is on file in the office of the County Clerk).

Passed by the Kane County Board on December 9, 2008.

  
John A. Cunningham  
Clerk, County Board  
Kane County, Illinois

  
Karen McConnaughay  
Chairman, County Board  
Kane County, Illinois

Vote:

Yes 22  
No 0  
Voice 0  
Abstentions 0

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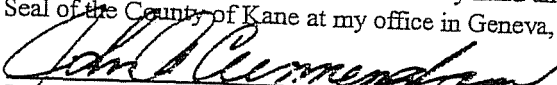
STATE OF ILLINOIS  
COUNTY OF KANE

DATE DEC 27 2008

I, John A. Cunningham, Kane County Clerk and Keeper of the Records in Kane County, Illinois do hereby certify that the attached is a true and correct copy of the original record on file.



In witness whereof, I have hereunto set my hand and affixed the Seal of the County of Kane at my office in Geneva, Illinois.

  
John A. Cunningham, Kane County Clerk



# Illinois Department of Transportation

Division of Highways/Region One / District One  
201 West Center Court/Schaumburg, Illinois 60196-1096

August 12, 2008

Mr. Charles H. Sass  
Village President  
Village of Huntley  
10987 Main Street  
Huntley, IL 60142

Dear Mr. Sass:

Subsequent to various meetings and discussions regarding the proposed improvements at the subject location, the following information included in this Letter of Intent is intended to outline the anticipated financial participation by State of Illinois, through the Illinois Department of Transportation (IDOT), in this future improvement.

The Illinois State Toll Highway Authority (ISTHA), the McHenry County Division of Transportation (MCDOT), the Kane County Division of Transportation (KCDOT), and the Village of Huntley, acting as the lead agencies, desire to improve the existing interchange at Interstate Route 90 (Jane Addams Memorial Tollway) and Illinois Route 47 by reconstructing the existing interchange facility to provide full access in all directions. Based on the aforementioned discussions and meetings, the State's financial participation is anticipated to be 25.979% of the estimated project cost of \$66,900,000, or a maximum payable of \$17,380,000. The State's anticipated financial participation in the proposed interchange reconstruction project is subject to the following terms and conditions.

- The various other agencies involved in the proposed improvement will continue to act as the lead agency (ies) and will coordinate any and all future aspects of the improvements associated with the State-owned portion of the proposed interchange facility with IDOT.
- The State's financial participation is limited to the payable construction items associated with the State-owned portion of the proposed interchange facility as outlined in the attachment.
- The Village of Huntley will serve as the lead agency performing all necessary preliminary engineering at no cost to the State. All preliminary engineering involving the State-owned portion of the proposed interchange facility is subject to review and approval by IDOT.
- ISTHA will serve as the lead agency for all right-of-way engineering and right-of-way acquisition necessary for the construction of the State-owned portion of the interchange facility at no cost to the State. The right-of-way acquired to accommodate improvements to the State-owned portion of the proposed interchange facility will ultimately be conveyed to the State of Illinois.

- ISTHA will serve as the lead agency for the coordination of any utility relocation necessary to accommodate the improvements to the State-owned portion of the proposed interchange facility. ISTHA agrees to provide IDOT as soon as they are identified, the locations (existing and proposed) of public and/or private utility facilities within existing and proposed IDOT right of way which require adjustment as part of the improvement. IDOT will cause any necessary utility adjustments to existing utilities located within existing or proposed IDOT right of way to be performed in accordance with IDOT utility relocation cost participation as outlined in the attachment.
- ISTHA will serve as the lead agency for the preparation of any and all plans and documents necessary to facilitate the proposed interchange reconstruction project and will award any and all contracts associated with the proposed interchange reconstruction project.
- The lead agency (ies) will secure all funding necessary to award the aforementioned construction contracts with the State's financial participation being reimbursed in the future. The State's financial participation will be identified in a future IDOT Multi-Year Highway Improvement Program upon inclusion of the State's financial participation in a Capital Improvement Program. Based on current fiscal constraints, IDOT's Multi-Year Highway Improvement Program is focused on highway safety improvements, pavement preservation, and bridge rehabilitation project. Consequently, IDOT does not have the ability to add new interchange projects to the current FY 2009-2014 Proposed Highway Improvement Program without inclusion in a Capital Improvement Program.
- IDOT reserves the flexibility to program the future reimbursement of the State's financial participation in a single State Fiscal Year within a future IDOT Multi-Year Highway Improvement Program, or across several State Fiscal Years within a future IDOT Multi-Year Highway Improvement Program.
- Any additional funding secured by the lead agency (ies) for improvements at the proposed interchange facility from other agencies not currently involved in the proposed project, or from developers adjacent to the proposed interchange facility, will be proportionally applied towards the total project cost of the improvements. This provision does not apply to any additional funding secured from developers that are not immediately adjacent to the proposed interchange facility.

- In recognition that the preliminary engineering process is being conducted in a manner such that the proposed interchange reconstruction project will not be eligible for federal funds, the State's anticipated financial participation will ultimately be programmed utilizing State-only funds.
- The State's maximum anticipated financial participation in this locally initiated improvement is \$17,380,000. Any cost adjustments, including inflationary costs, that alter the State's maximum anticipated financial participation will require formal request by the lead agency (ies) and written approval by IDOT. Any written request for an increase in the State's maximum anticipated financial participation must be accompanied by supporting documentation substantiating the request.
- ISTHA shall advertise and receive bids, and obtain concurrence from all agencies involved in the proposed interchange reconstruction project as to amount of bids (for work to be funded wholly or partially by all agencies) before award of the contract(s).
- IDOT and their authorized agents shall have all reasonable rights of inspection (including pre-final and final inspection) and access to construction inspection records during the progress of work on all contracts involving the State-owned portion of the proposed interchange reconstruction project.
- Upon completion of the proposed interchange reconstruction project the State will maintain or cause to be maintained the State owned portion of the proposed interchange facility in accordance with ISTHA Type 3 bridge structures that intersect the ISTHA right-of-way (an intersection where a partial or complete ramp interchange system, as well as a grade separation structure, has been constructed between the local road and the toll highway). The State will also maintain or cause to be maintained the portions of the State owned facility beyond the ISTHA right-of-way.

If you are in general agreement with the terms outlined in this Letter of Intent, please indicate your concurrence in the area specified below. The executed Letter of Intent will serve as the basis for future Intergovernmental Agreement(s) once the State's anticipated financial participation is included in the annual element(s) of a future IDOT Multi-Year Highway Improvement Program. IDOT will reimburse the lead agency (ies) for the State's share of the construction costs upon inclusion of all or a portion of the State's anticipated financial participation in a future annual element of a future Multi-Year Highway Improvement Program and upon execution of future intergovernmental agreement(s).

Mr. Charles H. Sass  
August 12, 2008  
Page Four

If you have any questions or require additional information, please contact me or Mr. John Fortmann, Engineer of Program Development at (847) 705-4118.

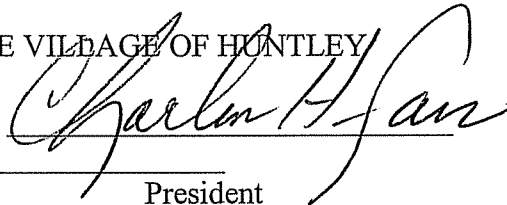
Very truly yours,



Diane M. O'Keefe, P.E.  
Deputy Director of Highways,  
Region One Engineer

THE VILLAGE OF HUNTLEY

By: \_\_\_\_\_



President

Date: 8/28/08

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

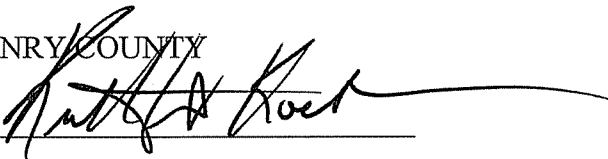
By: \_\_\_\_\_

Date: \_\_\_\_\_

Executive Director/Chairman

McHENRY COUNTY

By: \_\_\_\_\_

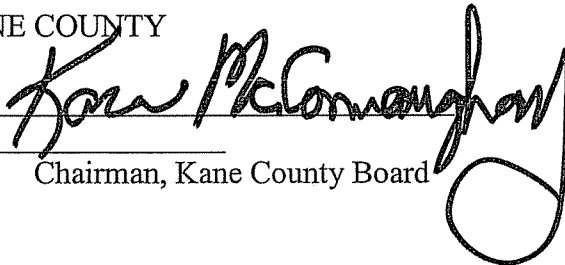


Date: \_\_\_\_\_

Chairman, McHenry County Board

KANE COUNTY

By: \_\_\_\_\_



Date: \_\_\_\_\_

Chairman, Kane County Board

## **TRAFFIC SIGNAL PARTICIPATION**

Within the improvement limits involving the State-owned portion of the interchange facility, existing traffic signals will be installed, modernized, or relocated to conform to Federal Highway Administration (FHWA) requirements. The cost participation associated with traffic signal installation, modernization, or relocation will be in accordance with 92 Ill. Adm. Code 544 "Financing of Traffic Control Signal Installations, Modernization, Maintenance, and Operation on Streets and Highway under State Jurisdiction."

Traffic signals may be installed only where conditions meet warrants established in the current Illinois Manual on Uniform Traffic Control Devices. If a new signal installation is warranted, it may be included within the roadway improvement.

Current IDOT policy requires that IDOT and Local Agency (ies) share the responsibility for installation, modernization, and relocation of traffic signals. The installation, modernization, and relocation of pedestrian signals associated with traffic signal improvements will also require the Department and Local Agency (ies) to share financial responsibility. The eligible share of the cost to each agency will be in proportion to the number of intersection approaches that the agency maintains. Generally, traffic signal costs are 90% State and 10% local agency based on established cost participation policy. IDOT will participate in the local agency share for the State-owned legs of an intersection. At locations where all legs of an intersection are State-owned, IDOT will participate in 100% of the cost of the traffic signal installation, modernization, or relocation. Closely spaced new or modernized traffic signals within the improvement limits generally require signal coordination or hardware interconnection for the purpose of providing vehicle progression. IDOT will be financially responsible for 100% of coordination or interconnection costs.

IDOT will be financially responsible for 100% of the installation and modernization of traffic signals at ramp terminals of ramps connecting to or from a State highway.

The entire cost of installing push button ("Fire pre-emption") and emergency vehicle pre-emption equipment ("Opticom") is the responsibility of the requesting local fire district or municipality.

The entire cost of installing, modernizing, relocating, maintaining and energizing private benefit signals is the responsibility of the private benefit agency being served by the traffic signals. However, IDOT will enter into a formal agreement for a private benefit signal installation only with the local jurisdictional or governmental agency.

It should be noted that an agency involved might voluntarily assume responsibility for another agency's share of the cost in order to expedite the installation or modernization.

When warrants are met for school crossing signals at public road intersections, the eligible share to each agency for the installation and modernization cost shall be split on a 50/50 basis or in proportion to the number of intersection approaches that each agency maintains.



## **TRAFFIC SIGNAL MAINTENANCE**

At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will be responsible for the maintenance of the signals.

At intersections lying wholly or partially within the Corporate Limits of one or more municipalities, IDOT will assume the following costs for the maintenance of traffic signals on State highways within municipalities:

- (A) The total costs for all signals at the intersections of two or more State highways.
- (B) The total costs for all signals at the intersections along State highways that have an average daily traffic in excess of 35,000 vehicles per day as shown on the latest published edition of the traffic volume (AADT) map. The District Engineer will determine the limits of this section within the municipality.
- (C) The total costs for all signals located at the terminals of ramps connecting to or from a State highway.
- (D) At all other intersections IDOT and the municipalities will share in the cost of signal maintenance. The cost to the municipalities will be in proportion to the number of approaches that they maintain.

## **ENERGY CHARGES**

The division of financial responsibility for the energy charges will be as follows:

- (A) At intersections lying wholly outside the Corporate Limits of any municipality, IDOT will pay the energy charges for the operation of the signals.
- (B) At intersections lying wholly within the Corporate Limits of a municipality, IDOT and the municipality will share the energy charges according to the proportionate number of intersection approaches maintained by each agency.
- (C) At intersections lying partially within the Corporate Limits of one or more municipalities, the municipalities will be responsible for the energy charges.

Traffic Signal Master Agreements, consummated by IDOT, give municipality defined maintenance and energy responsibilities required for the operation of traffic signals. New traffic signal improvements shall contain maintenance and energy provisions in the improvement agreement adding the new traffic signals to said Master Agreement. Existing traffic signals to be modernized or relocated, shall contain maintenance and energy provisions in the improvement agreement indicating traffic signal maintenance and energy responsibilities for given traffic signal(s) shall continue to be as outlined in the Master Agreement. Certain circumstances, such as jurisdictional transfers of roadway segments affecting signalized intersections with the improvement limits, could result in a revision to maintenance and energy responsibilities contained in the Master Agreement for a given traffic signal(s). An amendment to the Master Agreement would be required.

IDOT does not share in maintenance costs for school crossing signals unless specified otherwise in the Master Agreement or if the school crossing signals are installed at public road intersections for which the maintenance costs shall be shared in proportion to the number of intersection approaches that each agency maintains.

## **PARKING LANES**

If a new parking lane is added, IDOT will participate in 50% of the cost if the ADT is greater than 5,000 vehicles per day and if the pavement composition and lane width meets the IDOT criteria. The municipality would assume the total cost (100%) of the parking lane if the pavement composition or lane width does not meet IDOT criteria or if the ADT is less than 5,000 vehicles per day.

If an exclusive existing parking lane requires resurfacing, IDOT will participate in 50% of the milling and resurfacing costs for parking with lane widths equal to or less than the adjacent travel lanes. The municipality will assume the total cost (100%) of the milling and resurfacing costs for that portion of the parking that is greater than the width of the adjacent travel lane. The municipality will also assume 100% of any base repair cost for the entire width of the existing parking as well as any patching and curb and gutter repairs. If the municipality declines to participate, a very minimal amount of resurfacing would be done IDOT expense. (Minimal amount of resurfacing is defined as a taper across the parking lane ranging from approximately 1½ inch thick adjacent to the through lane to 1 inch or less adjacent to gutter line).

IDOT will assume the total cost (100%) associated with the milling and resurfacing of parking lanes when parking is eliminated during one or more peak hours.

The municipality is responsible for the total cost (100%) of reconstructing existing parking and any adjacent curb and gutter.

The State will not consider an improvement of a State-maintained highway unless the proposed parking or existing parking adjacent to the traffic lanes is parallel parking except as provided under Chapter 95 1/2 Art. 11-1304(c) (Illinois Revised Statutes).

Parking prohibition ordinances will be required through areas where there are no parking lanes.

## **ROADWAY MAINTENANCE**

The State will assume the cost of the maintenance of the through traffic lanes, turning lanes, and the curb and gutter adjacent to these traffic lanes. The municipality will assume the cost of the maintenance of all other facilities, such as storm sewers, parkways, exclusive parking lanes, curb and gutter adjacent to the parking lanes, sidewalks, landscape features, appurtenances, etc.

## **UTILITY RELOCATION**

Municipal utilities, installed by permit and requiring relocation, will be relocated at no expense to the Department.

Municipal utilities installed prior to the Department's assuming maintenance of the roadway will be relocated, if required, at IDOT expense.

The cost of any improvement to, or betterment of municipal utilities, would be the entire financial responsibility (100%) of the local agency.

## **ROADWAY LIGHTING**

Existing highway lighting that is owned and maintained by the municipality, will be relocated and upgraded to current standards. New lighting, proposed by the municipality, may be incorporated into the total improvement plans.

The cost of the above work would be the entire financial responsibility of the local agency.

## **SIDEWALKS**

Sections 17.3 Pedestrian Accommodations and 48-2.04 Sidewalks of the IDOT Bureau of Design and Environment Manual established the criteria to determine sidewalk needs. Provided this criteria is met and the local agency agrees to maintain the sidewalk, State and local agency participation toward the cost of sidewalks included as part of a roadway construction contract on a State route shall be as follows:

- (A) 50% State/50% local agency - for new sidewalk within project termini or short distances outside thereof as may be required to connect the sidewalk to significant pedestrian generators, such as schools, transit facilities, etc. The Design Report shall contain documentation establishing the need for sidewalk construction.
- (B) 100% local agency - for the removal of existing deteriorated sidewalks. 50% State/50% local agency for the replacement of deteriorated sidewalk.
- (C) 100% local agency - for utility adjustments, pedestrian barriers, retaining walls, etc., required solely for sidewalks.
- (D) 100% local agency - for right-of-way when right-of-way acquisition is required solely for sidewalks or sidewalks associated with the construction of parking lanes; the local agency is responsible for securing said right-of-way.
- (E) 100% State - for right-of-way when additional right-of-way is required to construct State proposed cross section.
- (F) 100% State - for the removal and replacement of existing sidewalk caused by the construction of the State-owned portion of the proposed improvement.
- (G) Provision for the construction of curb ramps for the handicapped is outlined in section 58-1.09 Curb Ramps.

## **ADDITIONAL WORK**

IDOT would be receptive to considering additional highway related work items suggested and paid for by the local agency for incorporation within the improvement, providing that the additional work items would not delay the implementation of the project. Such items could include lighting, over-size storm sewer, utilities, emergency vehicle pre-emption equipment etc.

The local agency may be expected to provide plans, specifications, and estimates for such additional work that is requested to be incorporated into the contract plans for the State-owned portion of the project. Said plans and specifications shall be of such quality to facilitate inclusion in the contract package and shall be available in a timeframe consistent with anticipated contract processing schedules and deadlines.