

**RESOLUTION R-2023-37**

**A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE CITY OF WHEATON FOR CONTRACT NO. 62N32 ON BUTTERFIELD ROAD (IL-56)**

**WHEREAS**, the CITY OF WHEATON (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 56 from Illinois 59 to York Rd, known as Contract No. 62N32, STATE Section No.: 2020-265-SUR,SW&TS; and


**WHEREAS**, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY 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 One Hundred Twenty-Four Thousand Seven Hundred Seventy-Two Dollars (\$124,772.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, 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 CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

**BE IT FURTHER RESOLVED**, that the CITY 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.

**ADOPTED** this 5th day of June 2023.

  
\_\_\_\_\_  
Mayor

ATTEST:

  
\_\_\_\_\_  
City Clerk

Roll Call Vote:

Ayes: Councilman Barbier  
Councilwoman Bray-Parker  
Councilman Brown  
Mayor Suess  
Councilman Clousing  
Councilwoman Robbins  
Councilman Weller

Nays: None  
Absent: None  
Motion Carried Unanimously

FAP 365 / FAU 3545 IL 56  
IL 56 from IL 59 to York Rd  
State Section: 2020-265-SUR, SW&TS  
County: DuPage  
Job No.: D-91-078-21  
Contract No.: 62N32  
Agreement No.: JN-123-019

AGREEMENT

This Agreement entered into this 23<sup>rd</sup> day of June, 2023 A.D.,  
by and between the STATE OF ILLINOIS, acting by and through its DEPARTMENT  
OF TRANSPORTATION, hereinafter called the STATE, and the CITY OF  
WHEATON of the State of Illinois, hereinafter called the CITY.

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 77,300 lineal feet of  
FAP Route 365 FAU Route 3545, Illinois 56 from Illinois 59 to York Rd, identified as  
STATE Job No.: D-91-078-21, Contract Number 62N32, STATE Section No. 2020-  
265-SUR, SW&TS, as follows:

The general scope of work consists of the implementation of Intelligent Transportation  
Systems (ITS) to improve all modes of transportation along the IL 56 corridor. This  
includes traffic signal modernization, signal timing, changeable message signs, new  
signage, traffic surveillance, ADA improvements and all other work necessary to  
complete the improvement in accordance with the approved plans and specifications;  
and

WHEREAS, the CITY has requested that the STATE include in its contract emergency vehicle pre-emption equipment, and

WHEREAS, the STATE has agreed to the CITY's request, and

WHEREAS, the CITY is desirous of said improvement in that same will be of immediate benefit to the CITY 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 partial reimbursement by the CITY, 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 CITY 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 CITY 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.
6. The CITY further agrees that, upon award of the contract for this improvement, the CITY will pay to the STATE, in a lump sum from any funds allotted to the CITY, 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.
7. The CITY has adopted a resolution, will send a letter, or sign the Plan Approval page which is part of this Agreement, prior to the STATE advertising for the work to be performed hereunder, approving the plans and specifications as prepared.
8. The CITY 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 56 without the consent of the STATE.
9. The CITY shall exercise its franchise rights to cause private utilities to be relocated, if required, at no expense to the STATE.
10. The CITY 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.

11. All CITY owned utilities, on STATE right of way within the limits of this improvement, which are to be relocated/adjusted under the terms of this Agreement, will be relocated/adjusted in accordance with the applicable portions of the "Accommodation of Utilities of Right of Way of the Illinois State Highway System." (92 Ill. Adm. Code 530).
12. The CITY agrees to obtain from the STATE an approved permit for any CITY owned utility relocated/adjusted as part of this improvement, and shall abide by all conditions set forth therein.
13. Upon final field inspection of the improvement and so long as Illinois 56 is used as a STATE Highway, the STATE agrees to maintain or cause to be maintained the through traffic lanes, the left-turn lanes and right turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes.
14. Upon final field inspection of the improvement, the CITY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, including new and existing sidewalks, crosswalk and stopline markings, CITY owned utilities including appurtenances thereto and shall maintain the storm sewers and appurtenances by performing those functions necessary to keep the sewer in a serviceable condition including cleaning sewer lines, inlets, manholes, and catch basins along with the repair or replacement of inlet, manhole and catch basins' frames, grates or lids. The maintenance, repair

and/or reconstruction of storm sewers constructed as part of this improvement beyond the aforescribed responsibilities shall be that of the STATE.

The CITY agrees to inspect stopline markings, symbols, special pavement treatments, crosswalks and replace as necessary to insure proper motorist and pedestrian guidance.

15. The CITY further agrees to continue its existing maintenance responsibilities on all side road approaches under its jurisdiction within the limits of the improvement, including all left and right turn lanes on said side road approaches, up to the through edge of pavement of Illinois 56. 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 CITY unless there is an agreement specifying different responsibilities.

16. Upon acceptance by the STATE of the new traffic signal work included herein, the financial responsibility for maintenance and energy charges for the operation of the traffic signal at the intersection(s) listed below shall be proportioned as follows:

<u>Intersection</u>	<u>Maintenance</u>	<u>Energy</u>
IL 56 at Wiesbrook Rd		
STATE Share	75%	0%
CITY Share	25%	100%
IL 56 at Orchard Rd		
STATE Share	66 2/3%	0%
CITY Share	33 1/3%	100%
IL 56 at Cromwell Rd		
STATE Share	66 2/3%	66 2/3%
CITY Share	33 1/3%	33 1/3%

IL 56 at East Loop Rd		
STATE Share	66 2/3%	0%
CITY Share	33 1/3%	100%
IL 56 at Leask Lane		
STATE Share	50%	0%
CITY Share	50%	100%
IL 56 at Bradford Dr		
STATE Share	0%	0%
CITY Share	100%	100%
IL 56 at Lambert Rd		
STATE Share	100%	0%
CITY Share	0%	100%

And shall continue a part of the current Master Agreement executed between the STATE and the CITY.

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

18. The STATE's Electrical Maintenance Contractor shall maintain the "Emergency Vehicle Pre-Emption System" which include the phase selector, field wiring, optical detectors and cabinet appurtenances. The STATE's electrical contractor shall invoice the CITY for the maintenance costs of the "EMERGENCY VEHICLE PRE-EMPTION" system. The CITY shall maintain the emergency vehicle emitters and associated appurtenances at its own expense at the intersections of IL 56 at Orchard, Cromwell, Naperville Rd, East Loop Rd, Leask Ln, Bradford Dr and Lambert Rd. The emergency vehicle emitters shall be maintained and tested by the CITY in accordance with the recommendation 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 signal included herein which requires modernization or reconstruction to said traffic signal then the CITY agrees to be financially responsible for its proportionate share in accordance with STATE policy to modernize or reconstruct said installation and will be responsible for all costs to relocate or reconstruct the Emergency Preemption equipment in conjunction with the STATE's proposed improvement.

20. Under penalties of perjury, the CITY certifies that its correct Federal Tax Identification number is 36-6006153 and it is doing business as a GOVERNMENTAL ENTITY, whose mailing address is:

CITY of Wheaton

303 W Wesley St

Wheaton, IL 60187

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**SEE NEXT PAGE FOR SIGNATURES**



Obligations of the STATE and the CITY 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.

Attest:

Andrea Rosedale  
Clerk

(SEAL)

CITY OF WHEATON

By:

Philip J. Suess  
(Signature)

By:

Philip J. Suess  
(Print or Type)

Title:

Mayor

Date:

6/6/2023

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION

By:

Jose Rios, P.E.  
Region One Engineer

Date:

6/23/23

Job No. : D-91-110-22  
Agreement No. : JN-123-019

## PLAN APPROVAL

WHEREAS, in order to facilitate the improvement of FAP Route 365 FAU Route 3545, Illinois 56, State Section No: 2020-265-SUR,SW&TS, Contract No. 62N32, the CITY agrees to that portion of the plans and specifications relative to the CITY's financial and maintenance obligations described herein, prior to the STATE's advertising for the aforescribed proposed improvement.

Approved  \_\_\_\_\_

Title DIRECTOR OF ENGINEERING \_\_\_\_\_

Date 06/07/2023 \_\_\_\_\_

**EXHIBIT A**  
**ESTIMATE OF COST Contract 62N32**

Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
All roadway work excluding the following	\$6,096,000	80%	\$1,524,000	20%																			\$7,620,000
P&C Engineering (15%)	\$914,400	80%	\$228,600	20%																			\$1,143,000
<b>TRAFFIC SIGNALS</b>																							
IL 56 at IL 59	\$44,259	80%	\$11,065	20%																			\$55,324
P&C Engineering (15%)	\$6,639	80%	\$1,660	20%																			\$8,299
Emergency Vehicle Pre-emption					\$0	100%																	\$0
P&C Engineering (15%)					\$0	100%																	\$0
Painting of Traffic Signal & Hardware					\$3,500	100%																	\$3,500
P&C Engineering (15%)					\$525	100%																	\$525
<b>IL 56 at Baltavia Road</b>																							
	\$117,181	80%	\$14,648	10%	\$14,648	100%																	\$146,478
P&C Engineering	\$17,517	80%	\$2,197	10%	\$2,197	100%																	\$21,971
Emergency Vehicle Pre-emption					\$750	100%																	\$750
P&C Engineering (15%)					\$113	100%																	\$113
Painting of Traffic Signal & Hardware					\$8,750	100%																	\$8,750
P&C Engineering (15%)					\$1,313	100%																	\$1,313
<b>IL 56 at Winfield Rd</b>																							
	\$93,882	80%	\$11,735	10%			\$11,735	100%															\$117,353
P&C Engineering (15%)	\$14,082	80%	\$1,760	10%			\$1,760	100%															\$17,603
Emergency Vehicle Pre-emption							\$750	100%															\$750
P&C Engineering (15%)							\$113	100%															\$113
<b>IL 56 at Westbrook Rd</b>																							
	\$94,778	80%	\$11,847	10%			\$5,924	5%	\$5,924	5%													\$116,473
P&C Engineering (15%)	\$14,217	80%	\$1,777	10%			\$889	5%	\$889	5%													\$17,771
Emergency Vehicle Pre-emption																							\$0
P&C Engineering (15%)																							\$0
<b>IL 56 at Orchard Rd</b>																							
	\$81,974	80%	\$13,659	13.33%					\$6,835	6.67%													\$102,487
P&C Engineering (15%)	\$12,296	80%	\$2,049	13.33%					\$1,025	6.67%													\$15,370
Emergency Vehicle Pre-emption									\$750	100%													\$750
P&C Engineering (15%)									\$113	100%													\$113
<b>IL 56 at Cromwell</b>																							
	\$67,000	80%	\$11,172	13.33%					\$5,590	6.67%													\$83,812
P&C Engineering (15%)	\$10,057	80%	\$1,676	13.33%					\$836	6.67%													\$12,572
Emergency Vehicle Pre-emption									\$750	100%													\$750
P&C Engineering (15%)									\$113	100%													\$113
<b>IL 56 at Naperville Rd</b>																							
	\$96,394	80%	\$12,049	10%			\$12,049	100%															\$120,493
P&C Engineering (15%)	\$14,459	80%	\$1,807	10%			\$1,807	100%															\$18,074
Emergency Vehicle Pre-emption									\$750	100%													\$750
P&C Engineering (15%)									\$113	100%													\$113
<b>Naperville Rd at Danada Sq</b>																							
							\$22,043	100%															\$22,043
P&C Engineering (15%)							\$3,306	100%															\$3,306
Emergency Vehicle Pre-emption																							\$0
P&C Engineering (15%)																							\$0

## EXHIBIT A

## ESTIMATE OF COST Contract 52N32

Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Naperville Rd at E Loop/W Loop							\$24,225	100%															\$24,225
P&C Engineering (15%)							\$3,634	100%															\$3,634
Emergency Vehicle Pre-emption																							\$0
P&C Engineering (15%)																							\$0
IL 56 at East Loop Rd	\$118,638	80%	\$18,768	13.33%					\$9,691	6.87%													\$148,298
P&C Engineering (15%)	\$17,798	80%	\$2,965	13.33%					\$1,484	6.87%													\$22,245
Emergency Vehicle Pre-emption									\$3,448	100%													\$3,448
P&C Engineering (15%)									\$617	100%													\$517
IL 56 at Leask Ln	\$121,930	80%	\$15,241	10%					\$15,241	10%													\$152,412
P&C Engineering (15%)	\$18,289	80%	\$2,286	10%					\$2,286	10%													\$22,862
Emergency Vehicle Pre-emption									\$1,515	100%													\$1,515
P&C Engineering (15%)									\$227	100%													\$227
IL 56 at Bradford Dr	\$264,149	80%	\$33,019	10%					\$33,019	10%													\$330,186
P&C Engineering (15%)	\$39,622	80%	\$4,953	10%					\$4,953	10%													\$49,528
Emergency Vehicle Pre-emption									\$3,465	100%													\$3,465
P&C Engineering (15%)									\$520	100%													\$520
IL 56 at Lambert Rd	\$152,674	80%	\$19,084	10%					\$19,084	10%													\$190,843
P&C Engineering (15%)	\$22,901	80%	\$2,863	10%					\$2,863	10%													\$28,626
Emergency Vehicle Pre-emption									\$2,235	100%													\$2,235
P&C Engineering (15%)									\$336	100%													\$336
IL 56 at Rader Ln	\$126,824	80%	\$21,132	13.33%																	\$10,574	6.87%	\$156,530
P&C Engineering (15%)	\$18,024	80%	\$3,170	13.33%																	\$1,588	6.87%	\$23,780
Emergency Vehicle Pre-emption							\$3,550	100%															\$3,550
P&C Engineering (15%)							\$533	100%															\$533
IL 56 at Park Blvd	\$107,578	80%	\$13,447	10%			\$13,447	10%															\$134,472
P&C Engineering (15%)	\$16,137	80%	\$2,017	10%			\$2,017	10%															\$20,171
Emergency Vehicle Pre-emption									\$750	100%													\$750
P&C Engineering (15%)									\$113	100%													\$113
Painting of Traffic Signal & Hardware							\$3,500	100%															\$3,500
P&C Engineering (15%)							\$525	100%															\$525
IL 56 at IL 53	\$38,026	80%	\$9,507	20%																			\$47,533
P&C Engineering (15%)	\$5,704	80%	\$1,426	20%																			\$7,130
Emergency Vehicle Pre-emption																							\$0
P&C Engineering (15%)																							\$0
IL 56 at Lloyd Ave	\$35,623	80%	\$4,453	10%					\$2,226	5%	\$2,226	5%											\$44,529
P&C Engineering (15%)	\$5,343	80%	\$668	10%					\$334	5%	\$334	5%											\$6,679
Emergency Vehicle Pre-emption																							\$0
P&C Engineering (15%)																							\$0

## EXHIBIT A

## ESTIMATE OF COST Contract 62N32

Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
Lacey Rd at Woodcreek Dr													\$13,300	100%									\$13,300
P& C Engineering (15%)													\$1,995	100%									\$1,995
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0
IL 56 at Esplanade Dr	\$101,560	80%	\$12,696	10%									\$12,696	10%									\$126,961
P& C Engineering (15%)	\$15,235	80%	\$1,904	10%									\$1,904	10%									\$19,044
Emergency Vehicle Pre-emption													\$3,423	100%									\$3,423
P& C Engineering (15%)													\$513	100%									\$513
IL 56 at I-355 SB EX	\$68,820	80%	\$17,205	20%																			\$86,025
P& C Engineering (15%)	\$10,323	80%	\$2,581	20%																			\$12,904
Emergency Vehicle Pre-emption													\$750	100%									\$750
P& C Engineering (15%)													\$113	100%									\$113
IL 56 at I-355 NB EX	\$80,494	80%	\$20,123	20%																			\$100,617
P& C Engineering (15%)	\$12,074	80%	\$3,019	20%																			\$15,093
Emergency Vehicle Pre-emption													\$750	100%									\$750
P& C Engineering (15%)													\$113	100%									\$113
IL 56 at Finley Rd	\$260,008	80%	\$32,501	10%			\$16,251	5%					\$16,251	5%									\$325,010
P& C Engineering (15%)	\$39,001	80%	\$4,875	10%			\$2,438	5%					\$2,438	5%									\$48,752
Emergency Vehicle Pre-emption													\$2,818	100%									\$2,818
P& C Engineering (15%)													\$423	100%									\$423
Finley Rd at Mail Dr													\$24,403	100%									\$24,403
P& C Engineering (15%)													\$3,660	100%									\$3,660
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0
Finley Rd at Brook Rd													\$17,500	100%									\$17,500
P& C Engineering (15%)													\$2,625	100%									\$2,625
Emergency Vehicle Pre-emption													\$750	100%									\$750
P& C Engineering (15%)													\$113	100%									\$113
IL 56 at Downers Dr	\$146,150	80%	\$18,268	10%									\$18,268	10%									\$182,687
P& C Engineering (15%)	\$21,922	80%	\$2,740	10%									\$2,740	10%									\$27,403
Emergency Vehicle Pre-emption													\$1,980	100%									\$1,980
P& C Engineering (15%)													\$299	100%									\$299
IL 56 at Highland	\$5,000	80%	\$780	10%			\$350	5%											\$350	5%			\$7,000
P& C Engineering (15%)	\$840	80%	\$105	10%			\$53	5%											\$53	5%			\$1,050
Emergency Vehicle Pre-emption																							\$0
P& C Engineering (15%)																							\$0
IL 56 at Fairfield Ave	\$209,158	80%	\$26,145	10%															\$26,145	10%			\$261,447
P& C Engineering (15%)	\$31,374	80%	\$3,922	10%															\$3,922	10%			\$39,217
Emergency Vehicle Pre-emption																			\$10,158	100%			\$10,158
P& C Engineering (15%)																			\$1,524	100%			\$1,524

## EXHIBIT A

## ESTIMATE OF COST Contract 62N32

Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District #7		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
IL 56 at Mount/Tech	\$177,074	80%	\$22,134	10%															\$22,134	10%			\$221,343
P&C Engineering (15%)	\$26,561	80%	\$3,320	10%															\$3,320	10%			\$33,201
Emergency Vehicle Pre-emption																			\$8,163	100%			\$8,163
P&C Engineering (15%)																			\$1,224	100%			\$1,224
IL 56 at Fountain Sq	\$145,258	80%	\$18,157	10%															\$18,157	10%			\$181,574
P&C Engineering (15%)	\$21,786	80%	\$2,724	10%															\$2,724	10%			\$27,238
Emergency Vehicle Pre-emption																			\$8,193	100%			\$8,193
P&C Engineering (15%)																			\$1,229	100%			\$1,229
IL 56 at Meyers Rd	\$244,118	80%	\$30,515	10%			\$30,515	10%															\$300,148
P&C Engineering (15%)	\$36,618	80%	\$4,577	10%			\$4,577	10%															\$45,772
Emergency Vehicle Pre-emption							\$6,450	100%															\$6,450
P&C Engineering (15%)							\$818	100%															\$818
IL 56 at Triad Am Pl																	\$146,332	100%					\$146,332
P&C Engineering (15%)																	\$21,950	100%					\$21,950
Emergency Vehicle Pre-emption																	\$750	100%					\$750
P&C Engineering (15%)																	\$113	100%					\$113
IL 56 at 22nd St	\$94,702	80%	\$17,757	15%											\$5,919	5%							\$118,378
P&C Engineering (15%)	\$14,205	80%	\$2,664	15%											\$888	5%							\$17,757
Emergency Vehicle Pre-emption															\$750	100%							\$750
P&C Engineering (15%)															\$113	100%							\$113
22nd St at Midwest Rd	\$93,359	80%	\$11,670	10%			\$11,670	10%															\$110,699
P&C Engineering (15%)	\$14,004	80%	\$1,750	10%			\$1,750	10%															\$17,505
Emergency Vehicle Pre-emption							\$750	100%															\$750
P&C Engineering (15%)							\$113	100%															\$113
22nd St at Shops Pl	\$100,847	80%	\$12,806	10%											\$12,806	10%							\$126,059
P&C Engineering (15%)	\$15,127	80%	\$1,891	10%											\$1,891	10%							\$18,909
Emergency Vehicle Pre-emption																							\$0
P&C Engineering (15%)																							\$0
22nd St at MacArthur	\$89,164	80%	\$12,396	10%											\$12,396	10%							\$123,956
P&C Engineering (15%)	\$14,875	80%	\$1,859	10%											\$1,859	10%							\$18,593
Emergency Vehicle Pre-emption															\$0	100%							\$0
P&C Engineering (15%)															\$0	100%							\$0
22nd St at Parkway	\$105,178	80%	\$13,147	10%											\$13,147	10%							\$121,470
P&C Engineering (15%)	\$15,278	80%	\$1,972	10%											\$1,972	10%							\$18,721
Emergency Vehicle Pre-emption															\$750	100%							\$750
P&C Engineering (15%)															\$113	100%							\$113
22nd St at IL 63	\$354,596	80%	\$86,649	20%																			\$443,245
P&C Engineering (15%)	\$53,189	80%	\$13,297	20%																			\$86,487
Emergency Vehicle Pre-emption																	\$8,248	100%					\$8,248
P&C Engineering (15%)																	\$1,237	100%					\$1,237

**EXHIBIT A**  
**ESTIMATE OF COST Contract 62N32**

Type of Work	FEDERAL		STATE		City of Warrenville		DuPage County		City of Wheaton		Milton Township		Village of Downers Grove		Village of Oak Brook		City of Oak Brook Terrace		Village of Lombard		Glenbard Township High School District 87		TOTAL
	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$	%	\$
22nd St at OB Cr W	\$121,301	80%	\$15,183	10%											\$15,183	10%							\$151,826
P&C Engineering (15%)	\$18,195	80%	\$2,274	10%											\$2,274	10%							\$22,744
Emergency Vehicle Pre-emption															\$3,810	100%							\$3,810
P&C Engineering (15%)															\$572	100%							\$572
22nd St at OB Cr E	\$159,602	80%	\$19,950	10%											\$19,950	10%							\$189,503
P&C Engineering (15%)	\$23,940	80%	\$2,993	10%											\$2,993	10%							\$29,925
Emergency Vehicle Pre-emption															\$3,905	100%							\$3,905
P&C Engineering (15%)															\$588	100%							\$588
22nd St at Spring Rd	\$212,353	80%	\$26,524	15%											\$13,275	5%							\$265,491
P&C Engineering (15%)	\$31,858	80%	\$3,974	15%											\$1,987	5%							\$39,824
Emergency Vehicle Pre-emption															\$3,968	100%							\$3,968
P&C Engineering (15%)															\$598	100%							\$598
22nd St at McDonald	\$106,294	80%	\$13,287	10%											\$13,287	10%							\$132,868
P&C Engineering (15%)	\$15,944	80%	\$1,993	10%											\$1,993	10%							\$19,930
Emergency Vehicle Pre-emption															\$750	100%							\$750
P&C Engineering (15%)															\$113	100%							\$113
22nd St at Enterprise	\$101,780	80%	\$12,723	10%											\$12,723	10%							\$127,225
P&C Engineering (15%)	\$15,287	80%	\$1,908	10%											\$1,908	10%							\$19,084
Emergency Vehicle Pre-emption															\$750	100%							\$750
P&C Engineering (15%)															\$113	100%							\$113
22nd St at York Rd	\$126,182	80%	\$15,774	10%											\$15,774	10%							\$157,740
P&C Engineering (15%)	\$18,929	80%	\$2,366	10%											\$2,366	10%							\$23,661
Emergency Vehicle Pre-emption															\$750	100%							\$750
P&C Engineering (15%)															\$113	100%							\$113
Interconnect/Fiber	\$126,782	80%	\$31,898	20%																			\$158,490
P&C Engineering (15%)	\$19,019	80%	\$4,755	20%																			\$23,774
<b>TOTAL</b>	<b>\$12,532,021</b>		<b>\$2,586,251</b>		<b>\$31,795</b>		<b>\$187,402</b>		<b>\$124,772</b>		<b>\$2,568</b>		<b>\$132,385</b>		<b>\$172,145</b>		<b>\$178,638</b>		<b>\$107,285</b>		<b>\$12,180</b>		<b>\$14,967,425</b>

NOTE: Local participation shall be predicated upon the percentages shown above for the specific work. Local Agency cost shall be determined by multiplying the final quantities in the contract with price plus the percentage shown for construction and/or preliminary engineering UNLESS otherwise noted.

## EXHIBIT B

### RESOLUTION R-2023-37

#### A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ILLINOIS AND THE CITY OF WHEATON FOR CONTRACT NO. 62N32 ON BUTTERFIELD ROAD (IL-56)

**WHEREAS**, the CITY OF WHEATON (CITY) has entered into an AGREEMENT with the STATE OF ILLINOIS (STATE) for the improvement of Illinois 56 from Illinois 59 to York Rd, known as Contract No. 62N32, STATE Section No.: 2020-265-SUR,SW&TS; and

**WHEREAS**, in compliance with the aforementioned AGREEMENT, it is necessary for the CITY 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 One Hundred Twenty-Four Thousand Seven Hundred Seventy-Two Dollars (\$124,772.00) or so much thereof as may be necessary, from any money now or hereinafter allotted to the CITY, 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 CITY will pay to the STATE in a lump sum from any funds allotted to the CITY, an amount equal to 80% of its obligation incurred under this AGREEMENT, and, upon completion of the project, will pay to said STATE the remainder of its obligation, based on final costs; and

**BE IT FURTHER RESOLVED**, that the CITY 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.

**ADOPTED** this 5th day of June 2023.

Mayor



ATTEST:



City Clerk

#### Roll Call Vote:

Ayes: Councilman Barbier  
Councilwoman Bray-Parker  
Councilman Brown  
Mayor Sue  
Councilman Clousing  
Councilwoman Robbins  
Councilman Weller

Nays: None  
Absent: None

Motion Carried Unanimously



STATE OF ILLINOIS )

COUNTY OF DuPAGE )

I, Andrea Rosedale, CITY Clerk in and for the CITY of WHEATON, hereby certify the foregoing to be a true perfect and complete copy of the resolution adopted by the CITY Council at a meeting on June 5, 2023 A.D.

IN TESTIMONY WHEREOF, I have hereunto set my hand seal this 4th day of June, 2023 A.D.

Andrea Rosedale

CITY Clerk

(SEAL)