

RESOLUTION R-2024-70

**A RESOLUTION AUTHORIZING THE EXECUTION OF A FUNDING AGREEMENT  
FOR THE INSTALLATION OF A TRAFFIC SIGNAL AND LIGHTING BETWEEN THE CITY OF WHEATON  
AND ST. FRANCIS HIGH SCHOOL**

**WHEREAS**, the City of Wheaton ("City"), an Illinois home-rule municipality, and St. Francis High School ("High School") desire to enter into an agreement for the purpose of funding the installation of a traffic signal and lighting on Roosevelt Road; and

**WHEREAS**, the corporate authorities of the City and High School deem it reasonable and appropriate to enter into a Funding Agreement for the installation of a traffic signal and lighting at the High School/Target Shopping Center drive approaches to Roosevelt Road; and

**WHEREAS**, both parties agree to the terms and conditions set forth in the Funding Agreement between the City and High School as set forth herein as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Wheaton, Illinois, that:

The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to the Funding Agreement for the Installation of a Traffic Signal and Lighting between the City of Wheaton and St. Francis High School and that a copy of that certain Funding Agreement is on file with the City Clerk's office and is hereby incorporated into this Resolution as if fully set forth herein as Exhibit A.

**ADOPTED** this 3<sup>rd</sup> day of September 2024.

  
Philip J. Suess  
\_\_\_\_\_  
Mayor

ATTEST:

  
Andrea Rosedale  
\_\_\_\_\_  
City Clerk

**Roll Call Vote:**

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

Nays: None  
Absent: Councilwoman Robbins  
Motion Carried Unanimously



**Funding Agreement for Installation of a Traffic Signal and Lighting  
between the City of Wheaton and St. Francis High School**

This Funding Agreement ("Agreement") is entered into on 30 day of August, 2024 by and between the City of Wheaton ("City"), an Illinois home-rule municipality, located at 303 W. Wesley St., Wheaton, Illinois, and St. Francis High School ("the High School"), located at 2130 W. Roosevelt Road, Wheaton, Illinois, for the purpose of funding the installation of a traffic signal and lighting on Roosevelt Road at the High School's east drive entrance and Target Shopping Center south drive.

**WHEREAS**, the High School has been located at 2130 W. Roosevelt Road, Wheaton (the "Premises") since 1957; and

**WHEREAS**, the High School student population has increased, and facilities have expanded since that time; and

**WHEREAS**, since approximately 1997, the parking facilities on the Premises have been insufficient for all students who drive to school to park on the Premises; and students began parking in the parking lot of the Target store located on the north side of Roosevelt Road and crossing Roosevelt midblock to get to the High School located south of Roosevelt Road; and

**WHEREAS**, the High School has requested the City to authorize the Illinois Department of Transportation ("IDOT") to install a traffic signal, necessary street lighting resulting from the installation of the traffic signal, a pedestrian signalized crosswalk, and all appurtenances thereto (the "Project") at the south Target drive/east High School drive and Roosevelt Road ("Signal Location"); and

**WHEREAS**, IDOT has sent correspondence to the City dated May 7, 2024 seeking the City's request for the Project at an estimated cost of \$838,976.00 (with \$36,477.20 designated as design engineering fees), said amount is a budget estimate with actual costs to be determined by the IDOT bidding process and actual construction (a copy of said letter and cost summary are attached hereto and incorporated herein as Exhibits A1 and A2); and

**WHEREAS**, IDOT will present an updated budget of the estimated cost of the Project at the completion of Phase II design engineering, at which time the City will be asked to execute an Intergovernmental Agreement (IGA) with IDOT to authorize the Project to proceed to the Bidding Phase; and

**WHEREAS**, the City will consult with the High School prior to execution of the IGA to confirm the High School's interest in proceeding to the Bidding Phase for the Project based upon the updated budget estimate; and

**WHEREAS**, the High School has agreed to fund all costs related to the installation of the Project as further defined in the Project Description herein from the High School financial resources including any grant and/or funding designated for the Project by any governmental agency that may be obtained by the High School for the Project; and

**WHEREAS**, the corporate authorities of the City find that it is in the best interests of pedestrian and vehicular safety and welfare to enter into this funding agreement for all of the Project costs.

**NOW THEREFORE**, in consideration of the mutual covenants and conditions contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

**1. Recitals.** The above recitals are hereby incorporated into and made a part of this Agreement as though fully set forth herein.

**2. Project Description.** The Project involves the installation of four (4) traffic signal light systems (one on each leg of the intersection), interconnection of the proposed traffic signals with other signals on Roosevelt Road, roadway lighting from County Farm to Fapp Circle on both the north and south sides of Roosevelt Road, crosswalks, pavement markings, sidewalk construction, pedestrian push button and cross signals, and any other items related to the installation of a traffic signal at the Signal Location deemed necessary by IDOT. The Project is intended to improve traffic flow and enhance pedestrian safety in the area.

**3. Scope of Work.** IDOT shall be responsible for the design and construction of the Project, including public advertisement for call for bids, the selection of contractor(s) and awarding of contracts in compliance with applicable procurement requirements, and managing the contracts.

**4. Administration.** The Project shall be administered by IDOT. The City agrees to sign an authorization form with IDOT to authorize and fund the Project.

**5. Funding.** The High School shall fund the Project from the High School's financial resources including any grant that may be obtained by the High School and/or funding designated for the Project by any governmental agency. The High School shall reimburse the City for all costs and expenses incurred by the City through IDOT in relation to the Project. IDOT has provided an estimated pre-bid amount of \$838,976.00 for the Project.

Upon the completion of Phase II design engineering, IDOT will obtain and communicate to the City an updated budget for the Project. If the updated budget is acceptable to the City, IDOT and the City will enter into an IGA to proceed to the Bidding Phase. The City will not execute the IGA should the High School no longer desire to proceed with funding the Project given the updated budget. In the event the High School does not desire to continue to fund the Project at the conclusion of Phase II cost estimate, the High School may terminate this Agreement but will still be responsible to pay all costs for design engineering charged by IDOT for the Project.

Once the Bidding Phase for the Project is completed by IDOT, as will be required by the IGA, the High School shall be responsible to pay the Project costs, unless for some extraordinary reason, as will be defined by IDOT, the Project may be removed from IDOT's Roosevelt/County Farm reconstruction work (by way of example an extraordinary reason would be the bid is 50% more than the Phase II estimate). In the event the High School does not desire to continue to fund the Project at the conclusion of the Bidding Phase and IDOT agrees to Project costs as extraordinary, the High School may terminate this Agreement but will still be responsible to pay all costs for design engineering charged by IDOT for the Project.

The High School shall make payment to the City within thirty (30) days after receipt of an invoice from the City. The City's invoice will reflect the invoice received by the City from IDOT. The funding provided by the High School will be dedicated to the design, procurement, permitting, installation, and activation of the Project.

**6. Limitations.** The City and the High School agree the High School will not own any component of the Project and the High School shall not have any maintenance or electricity/energy obligations with respect to the Project.

**7. Report and Accountability.** Both Parties agree to maintain open communication throughout the Project. The City will provide periodic progress reports to the High School detailing the milestones achieved and the utilization of the funds.

**8. Term.** This Agreement shall be effective on the date of approval by the City Council and shall remain in effect until the completion of the Project and payment by the High School to the City, unless terminated earlier by mutual agreement of both Parties or in accordance with Section 5 above.

**9. Entire Agreement/Amendment/Successor and Assigns.** This Agreement represents the entire agreement between the parties. This Agreement shall only be amended by a written instrument approved and signed by both parties hereto. Such amendment shall take effect immediately upon its execution. This Agreement shall be binding upon any successors or assigns to either Party to this Agreement.

**10. Governing Law and Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of Illinois. The forum for any legal disputes arising out of this Agreement shall be the Eighteenth Judicial Circuit, DuPage County, Illinois. In the event the City has to commence any action or proceeding to enforce the High School's obligation to fund the Project after receiving an invoice from the City as set forth in Section 5, the High School shall pay to the City its reasonable attorney's fee, costs and expenses incurred in any such proceeding, in addition to any interest on money owed to the City which shall begin accruing thirty days after the due date.

**11. Authority.** Both parties represent that they have the authority to enter into this Agreement and that all proper actions have been taken by each party's respective governing body/board to execute this Agreement. Attached hereto and incorporated herein as Exhibit B is a copy of the High School's written authorization to enter into and execute this Agreement.

**12. Notice.** Any statement or writing to be presented to a Party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other Party and shall be deemed presented on date of postmark.

**13. Severability.** If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the Parties, pursuant to proper and necessary authorization have executed this Agreement on the date first written above.

CITY OF WHEATON

Mayor



ATTEST:



City Clerk

ST. FRANCIS HIGH SCHOOL

President



ATTEST:

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# Illinois Department of Transportation

Office of Highways Project Implementation / Region 1 / District 1  
201 West Center Court / Schaumburg, Illinois 60196-1096

May 7, 2024

The Honorable Philip J. Suess  
Mayor  
City of Wheaton  
303 West Wesley Street  
Wheaton, IL 60187

Dear Mayor Suess:

As requested by the City of Wheaton, this letter will supersede the letter previously sent by the Illinois Department of Transportation (Department) on March 10, 2020, regarding the improvement of IL 38 from east of Winfield Road to west of County Farm Road in the City of Wheaton (City) and the Village of Winfield (Village), DuPage County. The purpose of this letter is to update the costs associated with the traffic signal installation at IL 38 and St. Francis High School/Target driveways to reflect current industry market values.

The Department is currently in the process of finalizing preliminary engineering and environmental studies (Phase I) for the improvement of IL 38 from east of Winfield Road to west of County Farm Road. This improvement is included in the Department's FY 2024-2029 Proposed Highway Improvement Program. Current engineering efforts are targeted to enable a contract letting in the later years of the multi-year program contingent upon plan readiness, land acquisition, and funding availability through future annual legislative appropriations.

The general scope of work for this project consists of roadway resurfacing and widening, to accommodate a continuous median between Winfield Road and County Farm Road, drainage improvements, and the inclusion of pedestrian and bicyclist facilities.

In 2018, per the City's request, the Department completed a pedestrian grade separation study which concluded that this location does not meet warrants for a pedestrian grade separation.

In response to public comments received on the project, the Department conducted a traffic engineering study on IL 38 that extends from County Farm Road to Fapp Circle. This traffic study intended to determine if any of the locations within the study limits met applicable warrants for the installation of a traffic signal, based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices and the Department's Strategic Regional Arterial (SRA) guidelines. The study included updated traffic counts, recent crash data, and the completion of traffic signal warrant analysis. The traffic signal warrant analysis was conducted at the following intersections: IL 38 at the east mall/school access, IL 38 at Fapp Circle, IL 38 at the west mall access, and IL 38 at the west school access.

The study concluded that the only location approaching the minimum required volumes for installation of a traffic signal was at the east St. Francis High School exit and Target driveway. Additional consideration was given to existing crash history involving non-motorized traffic and the Department's Guidelines for Pedestrian Crossings at Uncontrolled Locations (TRA-23).

As such, the Department will consider allowing the installation of a traffic signal at the east St. Francis High School exit and Target driveway. However, the signal is considered a private benefit installation. The signal is considered a private benefit as both the Target driveway and school exit provide access to/from private streets, developments and/or organizations. The Department does not financially participate in any costs associated with private benefit installations. Private benefit signals are subject to financial responsibility from the local agency, which in this case is the City. In addition, due to the existing traffic signal and lighting at the intersection of IL 38 and County Farm Road, any private benefit signal proposed in close proximity to County Farm Road would require an interconnection. Additional roadway lighting that meets Illuminating Engineering Society (IES) standards is also recommended. Please note that placement of the signal is also contingent upon maintaining the outbound movement at the east St. Francis High School exit and access cannot be reconfigured to allow inward movement. This financial responsibility includes the installation, maintenance, energy, future replacement costs associated with the traffic signal, street lighting, interconnections to other nearby signals, and all other costs associated with the installation of the signal. Due to the possibility of these private developments or organizations undergoing a change in ownership in the future, the Department will need to establish an agreement with the City that discusses the local financial participation to consider traffic signal installation as proposed.

The Department requires that the City take ownership and maintenance of the traffic signal. The total cost of the traffic signal work at these intersections is \$386,837.00 including a 15% engineering fee. The City will have jurisdiction over the north and south access drives of the intersection and will be responsible for 100% of the cost of installation and maintenance of the traffic signal as previously described. The City may enter into separate agreements with the private entities for reimbursement of any of the costs.

Due to the proximity of the new signal, additional roadway lighting is required along IL 38 from County Farm Road east to Hazelton Avenue. The cost for this additional lighting is \$412,565.00 including a 15% engineering fee and will be the responsibility of the City.

The new signal will also require interconnection with the rest of the traffic signal network system. The cost for the interconnection is \$39,574.00 including a 15% engineering fee.

The total cost breakdown for the improvements associated with the proposed signal is outlined in the following table. The City's total cost will be approximately \$838,976.00.

Location	Improvement	City Cost Private-Benefit (100%)	Engineering Fee (15%)	Total City Costs
IL 38 at the east mall/St. Francis High School access	Traffic Signal Installation	\$336,380.00	\$50,457.00	\$386,837.00
	Roadway lighting	\$358,752.00	\$53,813.00	\$412,565.00
	Electrical Interconnect	\$34,412.00	\$5,162.00	\$39,574.00
<b>Total City Costs-Traffic Signals, lighting, and interconnect</b>				<b>\$838,976.00</b>

Local agencies are required to secure federal funds through the Council of Mayors to upgrade or install locally-owned roadway lighting on future State-let contracts. The local agency would need to ensure the federal and local matching funds are programmed through both the Council of Mayors and the District One Bureau of Local Roads and Streets, in order to coincide with the State letting schedule for the improvement. If the local agency is unable to secure federal funds for roadway lighting, they may pursue the installation of roadway lighting under a separate, locally-let contract, or via permit through the District One Bureau of Traffic-Permits Section. For information about permits along State highways, contact Jonathan Karabowicz, DuPage County Permit Coordinator, at (847) 705-4131.

Should the City be willing to move forward with the cost participation for the installation of the traffic signal and proposed lighting, the Department requests that the City provide written correspondence requesting for these improvements to be added to the project within 90 days in order to maintain the project schedule.

If you have any questions or need additional information, please contact me or Brenda Alicea, Consultant Studies Unit Head, at (847) 705-4107.

Very truly yours,

  
Jose Rios, P.E.  
Region One Engineer

Attachments

cc: Michael Dzugan  
Joseph Tebrugge  
Christopher Snyder

Project and Environmental Studies  
IL 38 at County Farm Road  
DuPage County

Concur with lighting to be included in the project scope:

- Yes  
 No (if no, the City can process a permit after construction of this project)

Concur with traffic signals scope, cost, energy, and maintenance costs if included as part of this project:

Yes

No

Concur with roadway lighting scope, costs, and long-term maintenance if included as part of this project:

Yes

No

Name: Michael J. Dzogan

Signature: Michael J. Dzogan

Title: City Manager

Date: 7/29/24

Comments:

The signature is provided with understanding that upon completion of Phase II design engineering, IDOT will be seeking an Intergovernmental Agreement with the City at which time the City will reevaluate acceptance of the signal.

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## Exhibit A2

### Cost Summary

Location	Improvement	City Cost 2024	Construction Engineering Fee (10%) 2024	Design Engineering Fee (5%) 2024	Total Costs 2024
IL 38 at the east	Traffic Signal Installation	\$336,380.00	\$33,638.00	\$16,819.00	\$386,837.00
Target/St. Francis	Roadway Lighting	\$358,752.00	\$35,875.20	\$17,937.60	\$412,564.80
High School Access	Electrical Interconnect	\$34,412.00	\$3,441.20	\$1,720.60	\$39,573.80
	<b>Total</b>	<b>\$729,544.00</b>	<b>\$72,954.40</b>	<b>\$36,477.20</b>	<b>\$838,975.60</b>

*Cost St. Francis will pay if they don't go forward with signal*

### 2026 Approximate Costs

Location	Improvement	City Cost 2026	Construction Engineering Fee (10%) 2026	Design Engineering Fee (5%) 2026	Total Costs 2026
IL 38 at the east	Traffic Signal Installation	\$370,860.00	\$37,086.00	\$18,543.00	\$426,489.00
Target/St. Francis	Roadway Lighting	\$395,525.00	\$39,552.50	\$19,776.25	\$454,853.75
High School Access	Electrical Interconnect	\$37,940.00	\$3,794.00	\$1,897.00	\$43,631.00
	<b>Total</b>	<b>\$804,325.00</b>	<b>\$80,432.50</b>	<b>\$40,216.25</b>	<b>\$924,973.75</b>

*Cost St. Francis will pay if they don't go forward with signal*

