

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF AURORA
AND SUGAR GROVE DRAINAGE DISTRICT #1 FOR MUTUAL COOPERATION IN
THE CONSTRUCTION OF DRAINAGE IMPROVEMENTS
ON THE SITE OF THE AURORA MUNICIPAL AIRPORT**

THIS AGREEMENT made and entered into this _____ day of _____, 2020, by and between the Sugar Grove Drainage District, an Illinois Drainage District (herein after referred to as the "DISTRICT") and the City of Aurora, an Illinois municipal corporation and home rule government, (hereinafter referred to as the "CITY") each acting by and through its respective governing board. The DISTRICT and the CITY are herein after sometimes collectively referred to as the "PARTIES" and singularly as a "PARTY":

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1 *et seq.* authorizes the CITY and the DISTRICT to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the CITY and the DISTRICT desire to continue to provide for the safety and efficiency of the drainage system within the DISTRICT and located on the property of the CITY; and

WHEREAS, a plan for construction of improvements to the drain tile system on the property of the CITY has been considered by the PARTIES and is set forth on the attached Exhibit "A", which is hereby incorporated herein and hereinafter referred to as the "DRAINAGE IMPROVEMENTS"; and

WHEREAS, the Parties acknowledge that the final, exact alignment and geometrics for such improvements shall be determined in accordance with DISTRICT ordinances, resolutions, regulations, policies and as may be approved by the City Engineer; and

WHEREAS, a portion of the territory upon which the DRAINAGE IMPROVEMENTS will be constructed is located within the corporate limits of the CITY; and

NOW, THEREFORE, in consideration of the mutual promises and undertakings set forth herein, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The PARTIES acknowledge and agree that the preambles set forth herein above are incorporated into and made a substantive part of this AGREEMENT.
2. The PARTIES acknowledge that CITY has jurisdiction over that portion of the property within its corporate boundaries. Nothing in this AGREEMENT is intended to, nor shall be construed in any manner to alter or change the existing jurisdictional rights and responsibilities of the PARTIES.

3. Each PARTY agrees to and shall work cooperatively during the review and approval process in developing the final engineering plans for the DRAINAGE IMPROVEMENTS depicted in Exhibit A.
4. The DISTRICT will undertake the construction of the DRAINAGE IMPROVEMENTS as generally depicted in the preliminary plans attached hereto as Exhibit A. Based of those preliminary plans, the DISTRICT has received a proposal (herein after referred to as the “PROPOSAL”) from Campton Construction attached hereto as Exhibit B, to construct such improvements for the cost of \$161,260.00. The PROPOSAL allocates construction costs between the owners on whose property the improvements will be constructed. The City’s share of such costs is estimated to be \$92,250.00.
5. The CITY will permit the DISTRICT to enter upon its property and undertake such construction, including the removal of brush and the recontouring of land as may be specified in the final engineering plans.
6. In consideration of the DISTRICT constructing and paying for the DRAINAGE IMPROVEMENTS depicted on Exhibit A that are not on CITY property, the CITY hereby agrees to pay for the cost of the DRAINAGE IMPROVEMENTS on its property, not to exceed the sum of \$95,000.
7. In reliance on this undertaking by the CITY, the DISTRICT will accept the PROPOSAL (Exhibit B) for the construction of all of the DRAINAGE IMPROVEMENTS depicted on Exhibit A.
8. Upon completion of the DRAINAGE IMPROVEMENTS on the property of the CITY, the DISTRICT will accept all responsibility for future repairs and maintenance of the drain tiles on the property of the CITY as depicted in Exhibit A.
9. Other than the respective duties and obligations as contained in this AGREEMENT, nothing contained herein is intended to create or establish, nor shall be construed as creating or establishing, any legal relationship or entity between the PARTIES.
10. The provisions of this AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase, or word of this AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
11. Any alterations, amendments, deletions, or waivers of any provisions of this AGREEMENT shall be valid only when expressed in writing, approved by the governing board(s) of and executed by each PARTY hereto.
12. Any notices required or permitted under this AGREEMENT shall be sufficiently given if mailed by certified mail, return receipt requested, to the PARTIES as follows:

City of Aurora:

City Clerk
City of Aurora
44 E. Downer Place
Aurora, IL 60507

Sugar Grove Drainage District #1 _____

13. Nothing in this AGREEMENT, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any other person other than the CITY and the DISTRICT, or is anything in this AGREEMENT intended to relieve or discharge the obligations or liabilities of any third persons to either the CITY or the DISTRICT, nor shall any provision give any third parties any rights of subrogation or actions over or against either the CITY or the DISTRICT. This AGREEMENT is not intended to and does not create any third party beneficiary rights whatsoever.
14. The PARTIES represent and warrant that the individuals executing this AGREEMENT on their behalf have been duly authorized to do so and that all necessary actions, authorizations, resolutions, and approvals have been secured prior to the Effective Date and delivery of this AGREEMENT.

Executed By:

CITY OF AURORA

By: _____
Mayor

Attest:

By: _____
Clerk

SUGAR GROVE DRAINAGE DISTRICT

By: _____

Attest:

By: _____

Schedule of Exhibits

Exhibit A —Preliminary Plan for Drainage Improvements, Prepared by Crawford, Murphy and Tilly, dated June 10, 2020.

Exhibit B – Proposal for the construction of Drainage Improvement prepared by Campton Construction, Inc. dated June 15, 2020.