

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND
SUGAR GROVE TOWNSHIP ROAD DISTRICT FOR THE RESURFACING OF
PRAIRIE STREET LOCATED IN AURORA AND SUGAR GROVE TOWNSHIP, KANE
COUNTY, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) by and between the CITY OF AURORA (“CITY”) an Illinois home rule municipal corporation, and the SUGAR GROVE TOWNSHIP ROAD DISTRICT (“ROAD DISTRICT”), collectively “PARTIES” and individually “PARTY”, is entered into this ___ of _____, 2024.

WITNESSETH

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) authorize units of local government to contract or otherwise associate among themselves to obtain or share services, do, exercise, combine or transfer any power or function in any manner not prohibited by law to use their credit, revenues, and other reserves to pay costs and to service debt related to intergovernmental activities.

WHEREAS, the CITY has a population of more than 25,000 persons and is therefore, a home rule unit under subsection (a) of Section 6 of Article VII of the Illinois Constitution of 1970; and

WHEREAS, the CITY is subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals, and welfare; and

WHEREAS, the ROAD DISTRICT is an Illinois road district organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, Prairie Street is contained within the jurisdictions of and is operated and maintained both by the ROAD DISTRICT and the CITY; and

WHEREAS, the CITY has been internally preparing the Phase I Engineering documents and Phase II Engineering documents for the Prairie Street (West City Limits to Randall Road) project; and

WHEREAS, the CITY has obtained federal funding through the Kane-Kendall Council of Mayors (KKCOM) for Construction and Phase III Construction Engineering of the Prairie Street (West City Limits to Randall Road) project, at 75% federal / 25% local, up to a maximum of \$750,000.00 for the portion within CITY jurisdiction; and

WHEREAS, the ROAD DISTRICT has requested that the resurfacing of a certain section of Prairie Street under their jurisdiction (from just east of Barnes Road to west of Meadowsedge

Lane, excluding work at the bridge over Blackberry Creek) be completed in conjunction with the CITY's planned improvements; and

WHEREAS, per the ROAD DISTRICT's request, the CITY has incorporated in its Phase I and Phase II Engineering documents the resurfacing in the ROAD DISTRICT's jurisdiction with an omission at Structure Number (SN) 045-3094; and

WHEREAS, both portions of Prairie Street are eligible for federal funding; and

WHEREAS, it is anticipated that federal funding through the KKKCOM will be increased to 80% federal / 20% local, up to a maximum of \$1,408,000.00 and include the ROAD DISTRICT's jurisdiction; and

WHEREAS, if the additional federal funding is not obtained, the ROAD DISTRICT will pay 100% of the costs within its jurisdiction; and

WHEREAS, on September 20, 2024, the project describing this resurfacing is intended to be opened by the Illinois Department of Transportation on the State letting. If needed the project could also be opened on the State letting on November 8, 2024; and

WHEREAS, the CITY intends to concur with an award to the bidder with lowest bid as read by the Illinois Department of Transportation; and

WHEREAS, both parties have agreed that resurfacing said section of Prairie Street under the ROAD DISTRICT's jurisdiction by utilizing the bid of the lowest responsible bidder is an exercise of intergovernmental cooperation that is encouraged by both the Illinois Constitution and State Statutes and would benefit both parties and their respective constituents; and

WHEREAS, representatives of the CITY and the ROAD DISTRICT have reached a consensus and tentative agreement regarding the scope of improvements and associated costs.

NOW, THEREFORE IT BE AGREED between the CITY and ROAD DISTRICT as follows:

1. The CITY and the ROAD DISTRICT have agreed that the scope of improvements and associated costs are those set forth in the contract documents for the project that will be on the State letting.
2. If additional federal funding is not obtained, the ROAD DISTRICT agrees to pay 100% of the Construction and Phase III Construction Engineering costs within the ROAD DISTRICT's jurisdiction. The Construction cost within the ROAD DISTRICT's jurisdiction is currently estimated at \$130,000.00. Construction Engineering will be 10% of the total construction engineering amount, as the ROAD DISTRICT jurisdiction is approximately 10% of the total project. The ROAD DISTRICT's share

of Phase III Construction Engineering is currently estimated at \$15,000.00. Therefore, the ROAD DISTRICT's share for the project, if no additional federal funds are obtained, is \$145,000.00.

3. If additional federal funding is obtained, the ROAD DISTRICT's share would be reduced to 20% of the costs described above. Construction share would be reduced to an estimated \$26,000 and Phase III Construction Engineering would be reduced to an estimated \$3,000.
4. If there are non-participating construction items as determined by the Illinois Department of Transportation performed within the ROAD DISTRICT's jurisdiction, those costs will be covered 100% by the ROAD DISTRICT.
5. The ROAD DISTRICT agrees to reimburse the CITY within thirty (30) days of substantial physical completion of construction work.
6. Both parties herein represent and warrant that they have the authority to execute this Agreement on behalf of the entities described herein.
7. The invalidity of any provision of this Agreement shall not impair the validity of any other provisions. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and the Agreement shall be enforced with the provisions severed or as modified by the Court.
8. The validity, construction and interpretation of this Agreement shall be governed by the laws of the State of Illinois. The parties hereto irrevocably agree that all actions or proceedings in any way, manner or respect arising out of or from or related to this Agreement shall be litigated only in the Circuit Court Sixteenth Judicial Circuit, Kane County, Illinois. Each party hereby consents and submits to the personal jurisdiction in the State of Illinois and waives any right such party may have to transfer the venue of any such action or proceeding.

IN WITNESS HEREOF, the PARTIES hereto have executed this Agreement on date indicated above.

{signature page to follow}

SUGAR GROVE TOWNSHIP ROAD DISTRICT

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF AURORA

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____