

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND
WHEATLAND TOWNSHIP ROAD DISTRICT FOR THE RESURFACING OF WOLF'S
CROSSING ROAD LOCATED IN AURORA AND WHEATLAND TOWNSHIP, WILL
COUNTY, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between the CITY OF AURORA ("CITY") an Illinois home rule municipal corporation, and the WHEATLAND 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, Wolf's Crossing Road is contained within the jurisdictions of and is operated and maintained both by the ROAD DISTRICT and the CITY; and

WHEREAS, on April 3, 2024, the CITY opened certain bids for the 2024 Citywide Street Resurfacing - EAST; and

WHEREAS, the CITY accepted the low bid of \$5,616,891.50 provided by Geneva Construction Co.; and

WHEREAS, the ROAD DISTRICT has requested that the resurfacing of a certain section of Wolf's Crossing Road under their jurisdiction (from just east of Hoffman Boulevard to east of Soccer Drive / west of Bode Street) be completed in conjunction with the CITY's planned improvements; and

WHEREAS, both parties have agreed that resurfacing said section of Wolf's Crossing Rd under the ROAD DISTRICT's jurisdiction by utilizing the bid of Geneva Construction Co. 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, the ROAD DISTRICT, and Geneva Construction Co. 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, the ROAD DISTRICT, and Geneva Construction Co. have agreed that the scope of improvements and associated costs are those set forth in the contract documents for the CITY's 2024 Citywide Street Resurfacing – EAST project.
2. The ROAD DISTRICT agrees to reimburse the CITY within thirty (30) days of completion of construction work for all construction costs related to the improvements to their section of Wolf's Crossing Road, in an amount not to exceed forty-five thousand dollars (\$45,000.00). This amount is only construction costs and no engineering fees will be charged.
3. Both parties herein represent and warrant that they have the authority to execute this Agreement on behalf of the entities described herein.
4. 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.
5. 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}

WHEATLAND ROAD DISTRICT

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF AURORA

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____