

INTERGOVERNMENTAL AGREEMENT (IA 24 -03) BETWEEN THE FOREST PRESERVE DISTRICT OF WILL COUNTY, CITY OF AURORA, AND WHEATLAND TOWNSHIP ROAD DISTRICT FOR THE PHASE I ENGINEERING SERVICES FOR THE CONSTRUCTION OF MULTI-USE PATH ALONG WOLF’S CROSSING ROAD LOCATED IN AURORA AND WHEATLAND TOWNSHIP, WILL COUNTY, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) by and between the FOREST PRESERVE DISTRICT OF WILL COUNTY (“FOREST PRESERVE”), the CITY OF AURORA (“CITY”), and the WHEATLAND TOWNSHIP ROAD DISTRICT (“ROAD DISTRICT”), collectively “PARTIES” and individually “PARTY”, is entered into this 9th of May, 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 of Aurora 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 of Aurora 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, the FOREST PRESERVE is a body corporate and politic with powers and authority granted pursuant to the Downstate Forest Preserve District Act (70 ILCS 805 et. seq.); and

WHEREAS, the FOREST PRESERVE works with Will County municipalities, road districts, and other units of government to provide and promote interconnected public open spaces, regional trails and greenways; 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, the PARTIES desire the construction and development of a 10’ multi-use asphalt path connection along the north side of Wolf’s Crossing Road from Hoffman Boulevard to Carls Drive and along the south side of Wolf’s Crossing Road from Carls Drive to Normantown

Road (“PROJECT”) as identified in Exhibit A- Project Plan and Location and Exhibit B- Jurisdiction Boundary Map; and

WHEREAS, in order to facilitate the safe flow of bicycle and pedestrian traffic, between their respective communities, each of the parties hereto has determined that it is in their best interests to cooperate and participate in the costs of the construction of the multi-use path.

WHEREAS, the FOREST PRESERVE along with Terra Engineering conducted a feasibility study to analyze the 0.75-mile area (3,960 feet) for the PROJECT; and

WHEREAS, the feasibility study identified the rail crossing as a major constraint to the PROJECT, the FOREST PRESERVE requested funding assistance from the Illinois Commerce Commission (ICC), and Wolf’s Crossings Road rail crossing has been awarded/programmed funding from the Grade Crossing Protection Fund FY 2024-2028 under the ICC Crossing Safety Improvement Program. Construction of the safety improvements are anticipated to begin as soon as 2026; and

WHEREAS, the total cost for the total PROJECT is estimated to be approximately \$3,000,000.00 for engineering and construction; and

WHEREAS, the PARTIES desire to seek federal funding for Phase II Engineering and Phase III Engineering and Construction of the PROJECT through programs such as CMAQ, ITEP, TAP-L, etc., which is 80/20 grant funding match ; and

WHEREAS, it is anticipated that project the project will be comprised of 3 phases; Phase I-Preliminary Engineering, Phase II- Design engineering/permitting/ROW land acquisition, and Phase III- Construction. The Agreement shall encompass Phase I of the project and be amended as needed with each subsequent phase; and

WHEREAS, Phase I Engineering for the PROJECT is required when applying for federal funding and the projected cost of Phase I Engineering is \$227,194; and

WHEREAS, the PARTIES desire to seek federal funding for Phase II and Phase III through programs such as CMAQ, ITEP, TAP-L, etc.; and

WHEREAS, the PARTIES agree to participate in each phase of the project subject to further amendment of this agreement and agreement by the PARTIES as to improvements to be constructed and the cost thereof, each phase being contingent upon the others; and

WHEREAS, the PROJECT is identified as a critical trail connection in the 2016 Will County Bikeway Plan and will directly connect residents and neighborhoods in Aurora, Naperville, and other communities as well as existing bikeway corridors that provide connectivity to a Regional Fox River, Tall Grass Greenway, DuPage River, and Normantown Trail systems and shown on Exhibit C- Regional Trail Connection System Map; and

WHEREAS, the FOREST PRESERVE and the CITY agree to share equally the Phase I Engineering costs of the PROJECT; and

NOW THEREFORE, in consideration of the mutual premises contained in this Agreement and other good and valuable consideration acknowledged by the PARTIES upon execution hereof, the PARTIES agree as follows:

1. **INCORPORATION OF RECITALS**

The above recitals are incorporated herein as though fully set forth.

Phase 1- Term

Phase 1 of this agreement shall be in effect from the effective date through completion of the work provided for therein.

Phase 1

Scope of Work: Phase 1 of the project is comprised of the preliminary engineering for the project, which shall be performed by an engineering consultant firm to be selected by agreement of the parties hereto. A preliminary engineering services contract shall be entered and administrated by Forest Preserve.

Phase 1 Payment: Each party hereto shall be responsible for payment of the costs of the contract. It is anticipated that the total cost of the contract shall not exceed two hundred twenty-seven thousand, one hundred and ninety-four dollars (\$227,194). In the event that said funds are not adequate to complete the scope of work provided herein, the parties hereto agree that they will each contribute an additional amount, not to exceed twenty-five thousand dollars (\$25,000) with the necessity of amending this agreement.

2. **PARTY RESPONSIBILITIES**

FOREST PRESERVE:

2.01 The FOREST PRESERVE will be responsible for leading all phases of the PROJECT.

2.02 The FOREST PRESERVE agrees to fund 50% of the total Phase I Engineering costs.

2.03 The FOREST PRESERVE shall serve as the lead agency during the design and construction of the PROJECT.

2.04 The FOREST PRESERVE shall coordinate and complete any necessary grant applications throughout all phases of the PROJECT.

2.05 The FOREST PRESERVE agrees to contribute 50% toward the local match of any grants received, including ROW acquisition for the PROJECT.

2.06 The FOREST PRESERVE shall submit a draft of the engineering and construction plans to the CITY and ROAD DISTRICT for review and approval prior to bidding each phase of the PROJECT.

2.07 The FOREST PRESERVE its contractors, and/or its subcontractors shall obtain all necessary permits required to complete the PROJECT.

CITY OF AURORA:

2.08 The CITY agrees to collaborate with all PARTIES during all phases of the PROJECT.

2.09 The CITY agrees to fund 50% of the total Phase I Engineering costs.

2.10 The CITY agrees to contribute toward the local match of any grants received for the PROJECT.

2.11 The CITY agrees to allow the construction of the trail within the CITY'S right-of-way along Wolf's Crossing Road.

2.12 The CITY is responsible for the maintenance and shall take ownership of the portion of the trail within the CITY'S right-of-way along Wolf's Crossing Road within its jurisdiction after completion of construction of the PROJECT.

2.13 The CITY agrees to assist with the coordination and acquisition of any necessary additional right-of-way along Wolf's Crossing Road within their jurisdiction as required by the regulations set forth by utilizing Federal Funding, to allow for the construction of the PROJECT.

WHEATLAND TOWNSHIP ROAD DISTRICT:

2.15 The ROAD DISTRICT agrees to collaborate with all PARTIES during all phases of the PROJECT.

2.16 The ROAD DISTRICT agrees to contribute to all phases of the project when and where feasible.

2.17 The ROAD DISTRICT agrees to allow the construction of the trail within the ROAD DISTRICT'S road right-of-way along Wolf's Crossing Road.

2.18 The ROAD DISTRICT agrees to administer all right-of-way and obtain any necessary additional right-of-way along Wolf's Crossing Road within their jurisdiction to allow for the construction of the PROJECT.

2.19 The ROAD DISTRICT shall be responsible for the maintenance and shall take ownership of that portion of the PROJECT within its jurisdiction following completion of construction of the PROJECT.

3. **NOTICES**

Any notice required to be given by this Agreement shall be deemed sufficient if made in writing and sent by certified mail, return receipt requested, or by personal service, to the persons and addresses indicated below:

To the Forest Preserve District of Will County:

Executive Director
Forest Preserve District of Will County
17540 W. Laraway Rd.
Joliet, IL 60433

To the City of Aurora:

City Engineer
City of Aurora, Public Works Departments
44 E Downer Place
Aurora, IL 60505

To the Wheatland Road District:

Wheatland Township Road District
4232 Tower Court
Naperville, IL 60564

4. Except in emergencies, the PARTIES shall provide each other with forty-eight (48) hours advance notice prior to any activities within the PROJECT area which are being taken pursuant to this Agreement and may impact the PROJECT. A PARTY will use commercially reasonable efforts to notify (via telephone) of any emergency work necessary to prevent imminent injury, damage to property, or death and in such cases may proceed to correct/address such emergent work and shall contact the other PARTIES after completion of such work.

5. This Agreement may be modified or amended from time to time provided, however, that no such amendment or modification shall be effective unless reduced to writing and duly authorized and signed by the authorized representatives of the PARTIES.

6. If any provision of this Agreement is held to be illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and, provided that the fundamental terms and conditions of this Agreement remain legal and enforceable, the remainder of this Agreement shall remain operative and binding on the PARTIES.

7. This Agreement constitutes the sole agreement of the PARTIES with respect to its subject matter. It supersedes any prior written or oral agreements or communications between the PARTIES. It may not be modified except in a writing signed by the PARTIES.

8. If any PARTY fails to require another to perform any term of this Agreement, that failure does not prevent any PARTY from later enforcing that term. If any PARTY waives another's breach of a term, that waiver is not treated as waiving a later breach of the term.

9. If the services of an attorney are required by any PARTY to secure performance under this Agreement or otherwise upon the breach or default of any other PARTY to this Agreement, or if any judicial remedy is necessary to enforce or interpret any provision of this Agreement, the prevailing PARTY shall be entitled to reasonable attorney's fees, costs and other expenses, in addition to any other relief to which such prevailing PARTY may be entitled from the breaching PARTY.

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

{signature page to follow}

**FOREST PRESERVE DISTRICT
OF WILL COUNTY**

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF AURORA

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

WHEATLAND ROAD DISTRICT

Representative: _____

Title: _____

Signature: _____

Date: _____

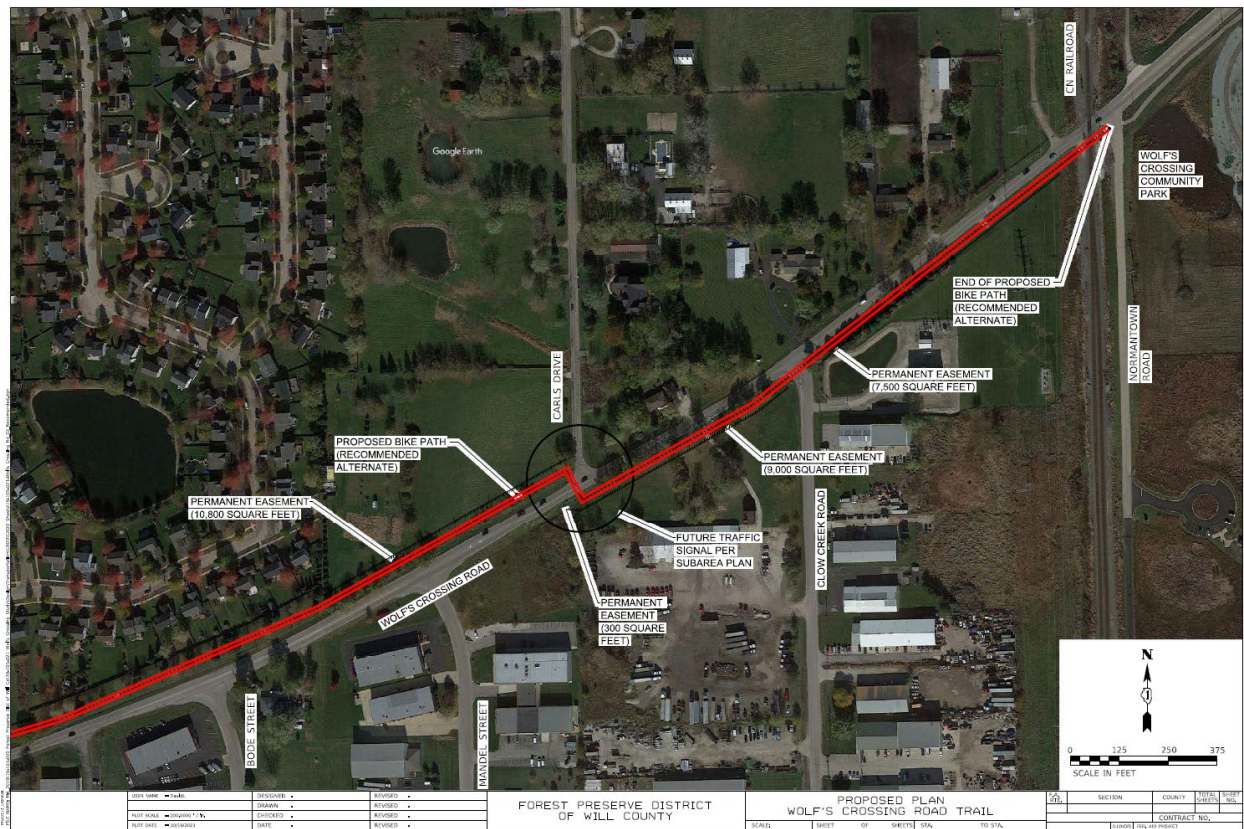
Witnessed By: _____

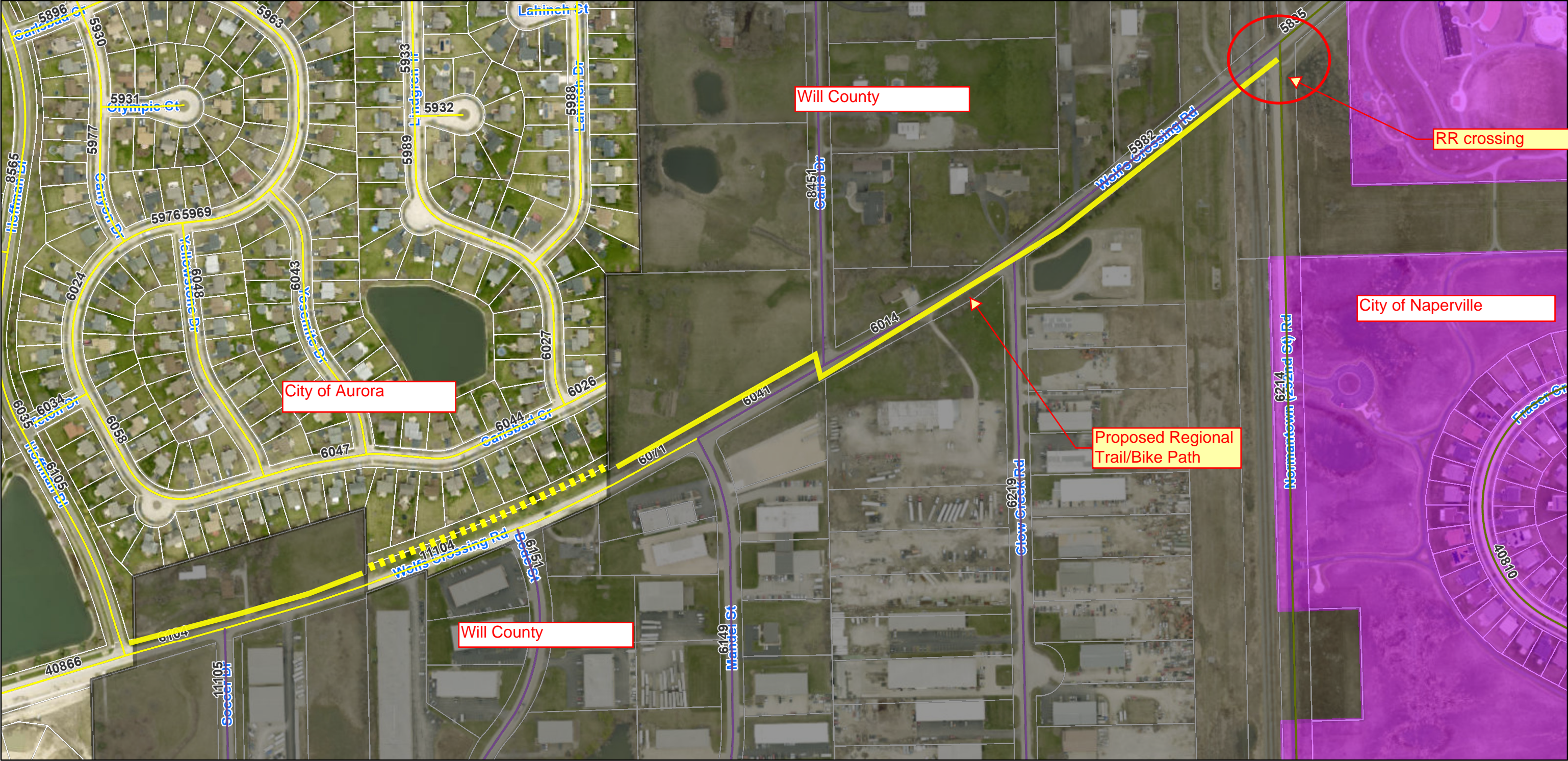
Title: _____

Signature: _____

Date: _____

Exhibit A - Project Plan and Location

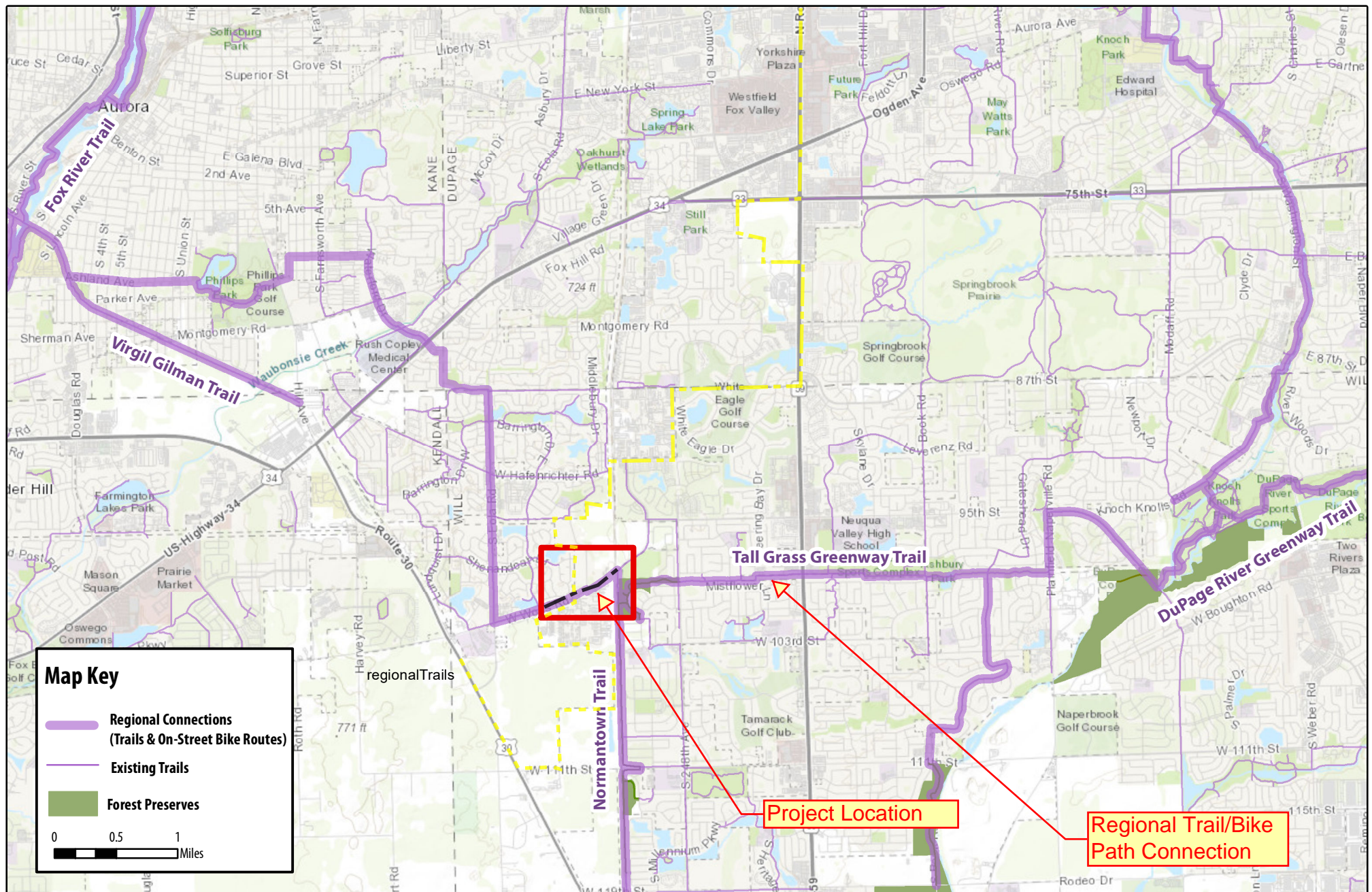




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Centerlines - Owned By		City of Geneva		Aurora Twp		Batavia Twp		Village of Lisle		City of Aurora		Unincorporated	
City of Aurora		City of Warrenville		Private		Lisle Twp		FVPD		Montgomery		Warrenville	
City of Naperville		City of West Chicago		Winfield Twp		Village of Winfield		Village of Big Rock		Naperville		Yorkville	
Village of Oswego		City of Yorkville		Blackberry Twp		U.S. D.O.E.		Centerlines		North Aurora		Fox River	
City of Batavia		Village of Bolingbrook		Will County		Sugar Grove Twp		Naperville Twp		Oswego		Parcels	
Village of Plainfield		Village of North Aurora		Kane County		Dupage County		City Limits		Sugar Grove		COA Owned Parcels	
								Batavia					

Notes:
Total length of Regional Trail/Bike Path 3,960 feet
Portion within City Limits: 792 feet/20%
Portion outside City Limits: 3,168 feet/80%)



Forest Preserve Location

Wolf's Crossing Trail Connection

Forest Preserve District of Will County

December 5, 2023

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