

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND
AURORA TOWNSHIP HIGHWAY DEPARTMENT FOR THE RESURFACING OF
MOLITOR ROAD LOCATED IN THE CITY OF AURORA AND AURORA
TOWNSHIP, KANE COUNTY, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") by and between the CITY OF AURORA ("CITY") an Illinois home rule municipal corporation, and the AURORA TOWNSHIP HIGHWAY DEPARTMENT ("HIGHWAY DEPARTMENT"), collectively "PARTIES" and individually "PARTY", is entered into this ____ of _____, 2025.

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 HIGHWAY DEPARTMENT is an Illinois highway department organized and existing under and by virtue of the laws of the State of Illinois; and

WHEREAS, Molitor Road is contained within the jurisdictions of and is operated and maintained both by the HIGHWAY DEPARTMENT and the CITY; and

WHEREAS, the CITY has been internally preparing the Phase I Engineering documents and Phase II Engineering documents for the Diehl & Molitor Rd Resurfacing (Farnsworth Ave to Eola Rd) 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 Diehl & Molitor Rd Resurfacing (Farnsworth Ave to Eola Rd) project, at 75% federal / 25% local, up to a maximum of \$750,000.00 for the portion within CITY jurisdiction; and

WHEREAS, the HIGHWAY DEPARTMENT has requested that the resurfacing of a certain section of Molitor Road under their jurisdiction (from the west project limits at Elizabeth

Lane to immediately east of Charles Lane) be completed in conjunction with the CITY's planned improvements; and

WHEREAS, per the HIGHWAY DEPARTMENT's request, the CITY has incorporated in its Phase I and Phase II Engineering documents the resurfacing in the HIGHWAY DEPARTMENT's jurisdiction; and

WHEREAS, both portions of Molitor Road are eligible for federal funding; and

WHEREAS, it is anticipated that federal funding through the KKKOM will be increased up to a maximum of \$2,250,000.00 and include the HIGHWAY DEPARTMENT's jurisdiction; and

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

WHEREAS, on June 13, 2025, 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 August 1, September 19, or November 7, 2025; 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 Molitor Road under the HIGHWAY DEPARTMENT'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 HIGHWAY DEPARTMENT have reached a consensus and tentative agreement regarding the scope of improvements and associated costs.

NOW, THEREFORE IT BE AGREED between the CITY and HIGHWAY DEPARTMENT as follows:

1. The CITY and the HIGHWAY DEPARTMENT 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 HIGHWAY DEPARTMENT agrees to pay 100% of the Construction costs within the HIGHWAY DEPARTMENT's jurisdiction. The Construction cost within the HIGHWAY DEPARTMENT's jurisdiction is currently estimated at \$36,000.00.

3. If additional federal funding is obtained, the HIGHWAY DEPARTMENT's share would be reduced to 25% of the costs described above. Construction share would be reduced to \$9,000.
4. The construction costs above are estimated based on historical contract work. The specific work items will not be tracked separately in construction, and the estimated cost will be assumed to be the total cost of the described construction activities.
5. If there are non-participating construction items as determined by the Illinois Department of Transportation performed within the HIGHWAY DEPARTMENT's jurisdiction, those costs will be covered 100% by the HIGHWAY DEPARTMENT.
6. The HIGHWAY DEPARTMENT agrees to reimburse the CITY within thirty (30) days of receiving an invoice. The invoice will be prepared by the CITY after substantial physical completion of construction work
7. Both parties herein represent and warrant that they have the authority to execute this Agreement on behalf of the entities described herein.
8. 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.
9. 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}

AURORA TOWNSHIP HIGHWAY DEPARTMENT

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF AURORA

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____