

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AURORA AND THE COUNTY OF KANE
ORCHARD ROAD FENCE REPLACEMENT**

This Agreement is entered into this _____ day of October 2024, by and between the City of Aurora, a municipal corporation of the state of Illinois, hereinafter called the "City", and the County of Kane, a body corporate and politic of the state of Illinois, hereinafter called the "County". The City and the County are sometimes hereinafter referred to collectively as the "Parties " and individually as "Party".

WITNESSETH:

WHEREAS, Kane County Highway No. 83 (hereinafter "Orchard Road") is within the geographical boundaries of the City, is a highway under the jurisdiction of the County and is part of the County Highway System; and

WHEREAS, on November 10, 1992, the City and the County entered into an Amended Memorandum of Agreement concerning joint construction of the Kane County Highway No. 83 ("Orchard Road"); and

WHEREAS, on December 1, 1992, the City and the County entered into an Intergovernmental Agreement for the purpose of providing improvements to Orchard Road; and

WHEREAS, as part of the widening of Orchard Road in 2004, at the City's request, the County included a privacy fence. The privacy fence (hereinafter referred to as the "Fence") is located on the east and west sides of Orchard Road in various locations as generally depicted in Exhibit "A" which is attached hereto and incorporated by reference into the agreement between the parties; and

WHEREAS, on an annual basis, the CITY has maintained the Fence, making repairs thereto, including the replacement of broken and/or deteriorated planks and posts. The Parties believe that those repairs are no longer sufficient, as continued normal wear and tear and natural deterioration has caused the Fence to approach the end of its useful and serviceable life; and

WHEREAS, the City, in light of the aforementioned deterioration of the Fence, has requested the removal and replacement of the Fence as depicted generally on Exhibit "B" (the "Fence Replacement") which is attached hereto and incorporated by reference; and

WHEREAS, the Parties shall perform all services and tasks necessary to complete the Fence Replacement in accordance with the plans and specifications to be developed; and

WHEREAS, the work described within the plans and specifications (the “Project”) shall be completed by the City subsequent to approval by the appropriate departments within the City and the County and consistent with the terms of this agreement; and

WHEREAS, the Parties, desire to apportion financial responsibility for the engineering, construction, and maintenance of the Fence Replacement as proposed within the plans and specifications; and

WHEREAS, the City by virtue of its powers as set forth in the Illinois Municipal Code 65 ILCS 5/1-1-1 is authorized to enter into this Agreement; and

WHEREAS, an intergovernmental agreement is appropriate and authorized by Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act, of the Illinois Compiled Statutes, (5 ILCS 220/1).

NOW, THEREFORE, in consideration of the aforementioned recitals and the mutual covenants contained herein, the Parties hereto mutually, covenant agree and bind themselves as follows:

I. INCORPORATION OF PREAMBLES

The foregoing preambles as contained herein are material to and specifically incorporated into this Agreement as though set forth in this paragraph.

II. FENCE REPLACEMENT

The Parties acknowledge and agree that the Fence Replacement shall include the construction of a new Precast Concrete Site Screen Wall depicted within the plans and specifications at an estimated design, construction, and inspection total cost of \$4,070,400.

III. SPECIAL SERVICE AREA

- A.** Each parcel of real estate with a property identification number (“PIN”) that abuts the Fence within the limits of the City, as set forth in Exhibit “A” shall hereinafter be referred to individually as a “Property” and collectively as the “Properties”.
- B.** Each of the Property owners shall cast one vote for each Property, to determine whether or not to form a Special Service Area (“SSA”), the purpose of which shall be to levy a property tax for and to fund in part the construction of the Fence Replacement.

- C. If a majority of the Property owners vote to create the SSA, the City shall cause the formation of the SSA as provided herein, encompassing and including at a minimum, the Properties.
- D. Should the creation of the SSA fail or otherwise not occur, the Fence Replacement option available to the Parties and the Property owners shall be limited to the replacement of the existing wooden fence in kind, instead of the option identified in Section II above.

IV. ENGINEERING

- A. The City agrees to perform or cause to be performed preliminary and final design engineering and to obtain all necessary plans and surveys, if any, for the Project.
- B. The County shall review the plans and specifications for the Project within thirty (30) calendar days of receipt thereof from the City. After review, the County will send a letter to the City indicating its approval, or its disapproval of the design of the Project. In the event of disapproval, the County will detail in writing its objections to the proposed plans and specifications for review and consideration by the City.
- C. Any dispute concerning the Project shall be resolved in accordance with Section IX of this Agreement.
- D. The City agrees to assume overall Project responsibility, including assuring that all permits (U.S. Army Corps of Engineers, Office of Natural Resources, Environmental Protection Agency, etc.) and joint participation and/or force account agreements (City, Village, Township, Municipal, Railroad, Utility, etc.), as may be required by the Project, are secured by the Parties in support of general project schedules and deadlines. The Parties hereto agree to cooperate, insofar as their individual jurisdictional authorities allow, with the timely acquisition and clearance of said permits and agreements and in complying with all applicable Federal, State, and local regulations and requirements pertaining to work proposed for the Project.

V. RIGHT OF WAY

- A. The City shall perform or cause to be performed all survey work necessary for the construction of the Project, consistent with its plans and specifications.
- B. The Project will be constructed by permit on existing Orchard Road right of way. No additional right of way acquisition is contemplated for, nor shall it be required for the Project.

VI. UTILITY RELOCATION

- A.** The County agrees to provide the City, as soon as they are identified, the locations (existing and proposed) of County utility facilities within the existing County right of way of Orchard Road which may require adjustment as part of the Project. As part of its Project engineering responsibilities, the City shall identify adjustments to the aforementioned existing utilities. In the design and construction of the Project, the City will endeavor to avoid utility adjustments.
- B.** The County agrees to provide all County permits necessary for the Project and to cooperate with any necessary adjustments to existing utilities located within existing Orchard Road right of way owned by the County, at no cost to the City or the County whenever possible. The County agrees to cooperate with the City in making arrangements with the applicable utility companies throughout this process.

VII. CONSTRUCTION

- A.** The City shall advertise, receive bids, and cause the Project to be constructed in accordance with the plans and specifications, subject to the financial contribution by the County as hereinafter stipulated.
- B.** Any proposed changes to the plans or specifications, subsequent to the award of any construction contract(s) for the Project shall be submitted to the County by the City for approval prior to commencing such work. The County shall review any proposed changes and indicate its approval or disapproval thereof in writing. If the proposed change to the plans and specifications are not acceptable, the County shall detail in writing its specific objections. If no written response from the County is provided to the City within five (5) business days after providing the County with written notice of the proposed change, the proposed change shall be deemed approved by the County.
- C.** The City shall provide written notice ten (10) business days prior to the commencement of work on the Project, assuming there are no proposed changes to the plans and specifications that affect the County.
- D.** The City shall require its contractor(s) while working on the Project to strictly comply with the indemnification provision, (Section 107.26) contained in the Standard Specifications for Road and Bridge Construction of the Illinois Department of Transportation (most recent edition). Therein the term “County of Kane” shall be substituted for the term “Department”.
- E.** The City shall require that the County and their agents, officers, directors and employees be included as additional insured parties on the General Liability

Insurance policy the City shall require of its contractor(s) and that the County will be added as a protected party on all performance bonds required of said contractor(s). These requirements shall be included in the Special Provisions of the construction contract(s) awarded by the City for the Project.

- F.** The City shall require that its contractor(s) maintain all insurance documentation throughout the duration of the construction of the Project. Said insurance documentation shall be available for County inspection and will include copies of policies or insurance certificates, including copies of the applicable Additional Insured endorsements as required by this Agreement.
- G.** The City, on its own behalf, and on the behalf of any entity working on behalf of the City pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the County and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, incurred by the County with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the City or its employees', agents', contractor's or representatives' acts or omissions while within the County's right of way on Orchard Road, and in the performance of the City's obligations pursuant to this Agreement.
- H.** The County, on its own behalf, and on the behalf of any entity working on behalf of the County pursuant to this Agreement, to the extent allowable by law, agrees to indemnify and hold harmless the City and its officers, directors, employees and agents from and against, and shall pay all damages, costs and expenses, incurred by the City with respect to any claim arising out of or relating to bodily injury, including death, or property damage caused by the County, its employees', agents' or representatives' willful and wanton acts or omissions in the performance of the County's obligations pursuant to this Agreement.
- I.** Any written Notice required to be delivered by the Parties pursuant to the terms of this Agreement shall be delivered as set forth within Section IX of this Agreement.
- J.** No inspections or approvals of the work by the County or its employees, officers or agents shall relieve the City and its contractor(s) of responsibility and liability for the proper performance of the work as determined by the County. City or County inspections and approvals shall not be considered a waiver of any right the County may have pursuant to this Agreement. All County communications and correspondence with the City's contractor(s) or relating to a contract shall be through the City, unless otherwise specifically approved by the City's Engineer in writing. In the event a County representative discovers County related work is not being performed or has not been performed in accordance with the approved plans and specifications, the representative shall promptly notify, in writing, the City's Engineer or the City Engineer's duly designated representative.

- K.** The City covenants and agrees that it and its contractors shall not permit or cause any lien to be put upon, arise, or accrue against the property of the County or against the funds of the County in favor of any person or persons, individual or corporate, furnishing either labor or material for any work herein proposed. The City further covenants and agrees to hold the County's and the funds of the County free from any and all liens, or rights or claims of lien relating to the design, construction, use repair, and replacement of the Fence or the property of the County which may arise, accrue, or be based upon any mechanic's lien law of the State of Illinois either now in force or to be enacted in the future. All contracts and agreements that may be made by the City relating to any work herein proposed shall expressly state that the interest and reversion of the County in and to the County's property shall be wholly free from and not subject to any lien or claim of any contractor, subcontractor, mechanic, materialman or laborer, whether passed upon any law or regulation of the State of Illinois, or any other authority, now in force or hereafter to be enacted. The City also agrees and covenants that it will not enter into any contract for such work which shall not in express terms contain the aforesaid provisions.

VIII. FINANCIAL

- A.** Except as otherwise identified herein, the City agrees to pay all Project related engineering, right of way, construction engineering and construction costs as hereinafter stipulated.
- B.** Except as otherwise identified herein, the County agrees to contribute financially to all Project related engineering, construction engineering and construction costs as hereinafter stipulated.
- C.** It is mutually agreed by and between the Parties, that the estimated costs of the Project and cost proration between the Parties, the state of Illinois and the SSA, (if applicable) is as set forth below:
- i. The Parties agree to pay equal shares toward the cost of the Project. The City and the County will each contribute one million, eighteen thousand dollars (\$1,018,000) to the Project; one million, three hundred thousand dollars (\$1,300,000) will be from State Funds; and the remainder (estimated to be approximately seven hundred thirty-four thousand, four hundred dollars (\$734,400)) would be funded with City of Aurora funds and/or the SSA.
 - ii. The obligation of the County to provide its share of the cost of the Project shall be conditioned upon the City, State of Illinois, and/or the SSA satisfying the funding obligations set forth within this paragraph. The County, by providing written notice to the City, or any other entity holding funds for the Project, may demand a return of funds provided for its share

of the Project if, within a reasonable time prior to commencement of work on the Project, any party is unable to procure its funding obligations for the Project. The County's funds for the Project shall be returned within thirty (30) days of the sending of written notice pursuant to the terms of this section.

- D.** The Parties acknowledge and agree that the County's financial contribution towards the Project shall not exceed one million, eighteen thousand dollars (\$1,018,000). The County represents that it intends to pass a Resolution through its County Board appropriating sufficient funds to pay its share of the cost of the Project.
- E.** The County agrees that upon proof of award of the contract for the Project and receipt of an invoice from the City, the County will pay to the City an amount equal to Ninety Five Percent (95%), (\$ 967,100) of its obligation incurred under this Agreement. The remainder of its financial obligation shall be paid in a lump sum, subsequent to the receipt of an invoice from the City and completion (which shall include resolution of all County punch list items) of the Project. The County's payment shall be completed in compliance with the Illinois Prompt Payment Act for the Project.
- F.** The City shall maintain, for a minimum of three (3) years after the completion of the Project, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement.
- G.** The County or the City may request, after the construction contract(s) are let by the City, that supplemental work increasing the total cost of the Project or costlier substitute work be added to the construction contract(s). The City will cause said supplemental work or such substitute work to be added to the construction contract(s), provided that said work will not delay construction of the Project. The Party requesting supplemental work or costlier substitute work shall pay for the cost increases of said work in full and will pay any invoice therefor, consistent with the Illinois Prompt Payment Act.

IX. MAINTENANCE - RESPONSIBILITIES

- A.** The County shall continue to have exclusive jurisdiction over Orchard Road in its entirety and the City shall continue to have maintenance jurisdiction over those portions of Orchard Road as agreed to by previous intergovernmental agreements by and between the Parties, as depicted generally on Exhibit "C" (which is attached hereto and incorporated by reference

- B.** It is understood and agreed by the Parties that this Agreement shall not supersede any and all earlier agreements entered into by and between the Parties regarding maintenance of County highways.
- C.** All items of Project construction which are stipulated in this Agreement to be maintained by the City shall, upon completion of construction and final inspection, be the sole maintenance responsibility of the City.

X. GENERAL PROVISIONS

- A.** It is understood and agreed that this is an intergovernmental agreement between the City of Aurora and the County of Kane.
- B.** It is understood and agreed by the Parties that the County shall continue to retain jurisdiction of Orchard Road. For purposes of this Agreement, jurisdiction shall mean the authority and obligation to administer, control, construct, maintain, and operate. It is further understood and agreed that the City will have sole maintenance responsibility for the Fence Replacement.
- C.** Wherever in this Agreement approval or review by any of the Parties hereto is provided for, said approval or review shall not be unreasonably delayed or withheld.
- D.** Not later than fourteen (14) calendar days after execution of this Agreement each Party shall designate in writing a representative who shall serve as the full time representative of the said Party during the construction of the Project. Each representative shall have authority, on behalf of such Party to make decisions relating to the Project work covered by this Agreement. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other Party.
- E.** In the event of a dispute between the Parties in the carrying out of the terms of this Agreement, the Director of Transportation/County Engineer of the County and the Director of Public Works of the City shall meet and resolve the issue.
- F.** The County certifies that its correct Federal Tax Identification number is 36-6006585 and it is doing business as a governmental entity, whose mailing address is 719 Batavia Avenue, Building A, Geneva, IL 60134. The City certifies that its correct Federal Tax Identification number is 36-6005778 and it is doing business as a governmental entity, whose mailing address is, 44 E. Downer Place, Aurora, IL 60507
- G.** This Agreement may only be modified in writing by duly authorized representatives of the Parties.

- H.** This Agreement and the covenants contained herein shall become null and void in the event the contract covering the construction work contemplated herein is not awarded within three (3) years subsequent to the date of execution of this Agreement.
- I.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and approved assigns.
- J.** It is agreed that the laws of the State of Illinois shall apply to this Agreement and that, in the event of litigation, venue shall lie in the Sixteenth Judicial Circuit, Kane County, Illinois.
- K.** All notices shall be in writing and shall be personally delivered or mailed to the following persons at the following addresses:

To the County: Kane County Division of Transportation
41 W 011 Burlington Road
St. Charles, Illinois 60175.
Attn: Director of Transportation/
County Engineer

To the City: The City of Aurora
44 E. Downer Place
Aurora, IL 60507
Attn: Director of Public Works

With a Copy to: The City of Aurora
44 E. Downer Place
Aurora, IL 60507
Attn: Law Department

Kane County State's Attorney's Office
100 S. 3rd Street, 4th Floor
Geneva, IL 60134

- L. Default.** In the event of a default by either Party, the non-breaching Party shall provide written notice of the same to the defaulting Party. The defaulting Party shall have 30 days to cure the default set forth within the written notice. If the default is not cured within the time specified, the non-breaching Party shall have the right to terminate this Agreement.
- M. Third Party Beneficiaries.** 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 person or entity other than the City and the County. Further, nothing in this Agreement is intended to relieve or discharge the obligations or

liabilities of any third persons to either the City or the County, nor shall any provision give any third parties any rights of subrogation or actions over or against either the City or the County that is not already provided for under Illinois law. This Agreement is not intended to, nor does it create any third party beneficiary rights whatsoever.

- N. Cooperation. The City and the County each covenant and agree that each will do, execute, acknowledge and deliver or cause to be done, executed and delivered, such agreements, instruments and documents supplemental hereto and such further acts, instruments, pledges as may be reasonably required for the better clarifying, assuring, , pledging, assigning and confirming unto the City or the County or other appropriate persons or entities all and singular the rights, and revenues covenanted, agreed, assigned, and pledged under or in respect of this Agreement.
- O. No Joint Venture. Nothing in this Agreement, or any actions of the Parties to this Agreement, shall be construed by the Parties or any third persons to create the relationship of a partnership, agency, or joint venture between the Parties.
- P. Limitation of Liability Regarding Governmental Officials. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of, any individual elected official, officer, partner, member, director, agent, employee or attorney of the City or the County, in her/his individual capacity. Further, no elected official, officer, partner, member, director, agent, employee or attorney of City or the County shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of a connection with or arising out of the execution, delivery and performance of this Agreement, or any failure in that regard.
- Q. Entire Agreement. This Agreement constitutes the entire agreement of the Parties and may not be amended except by written instrument executed by the Parties. Exhibits identified to be included in this Agreement, whether attached hereto or later delivered, shall be incorporated by reference as part of this Agreement.
- R. Interpretation. The paragraph headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this Agreement or any provision hereof. If any Party is made up of more than one person or entity, then all such persons and entities shall be included jointly and severally, even though the defined term for such Party is used in the singular in this Agreement. If any right of approval or consent by a Party is provided for in this Agreement, the Party shall exercise the right promptly, in good faith and reasonably, unless this Agreement expressly gives such Party the right to use its sole discretion.
- S. Counterparts. This Agreement may be executed in two (2) counterparts, each of which shall be an original and each of which shall constitute but one and the same Agreement.

T. Severability. If any provision of this Agreement, or any section, sentence, clause, phrase or word, or the application thereof, in any circumstance, is held to be invalid, the remainder of this Agreement shall be construed as if such invalid part was never included herein, and this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

U. Authority to Execute. 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 by the Parties respective Board and Council prior to the Effective Date and delivery of this Agreement.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates indicated.

CITY OF AURORA

By: _____
Richard C. Irvin
Mayor

Attest: _____
Jennifer Stallings
City Clerk

Date: _____

THE COUNTY OF KANE

By: _____
Corinne Pierog
County Board Chairman

Attest: _____
John A. Cunningham
County Clerk

Date: _____

EXHIBIT “A”

Exhibit "A" - Orchard Road Sound Wall Location Map

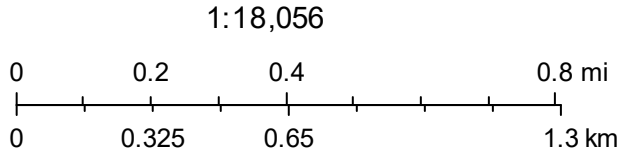
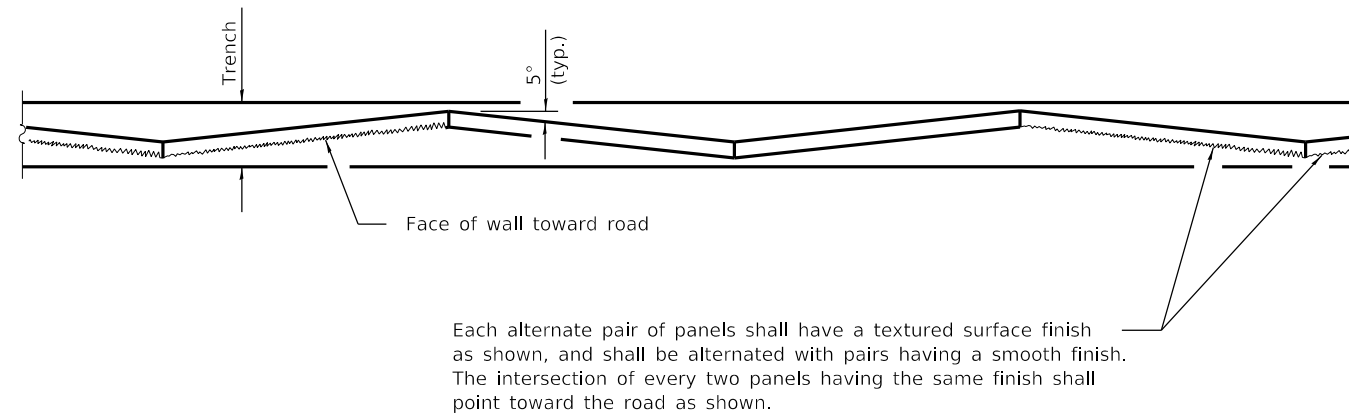
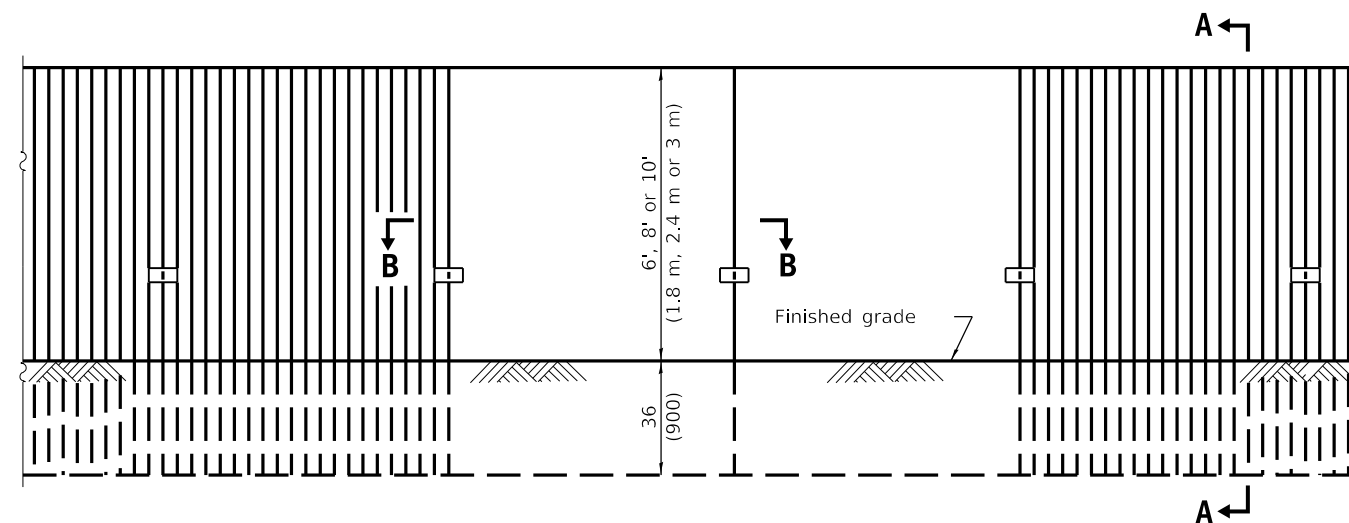


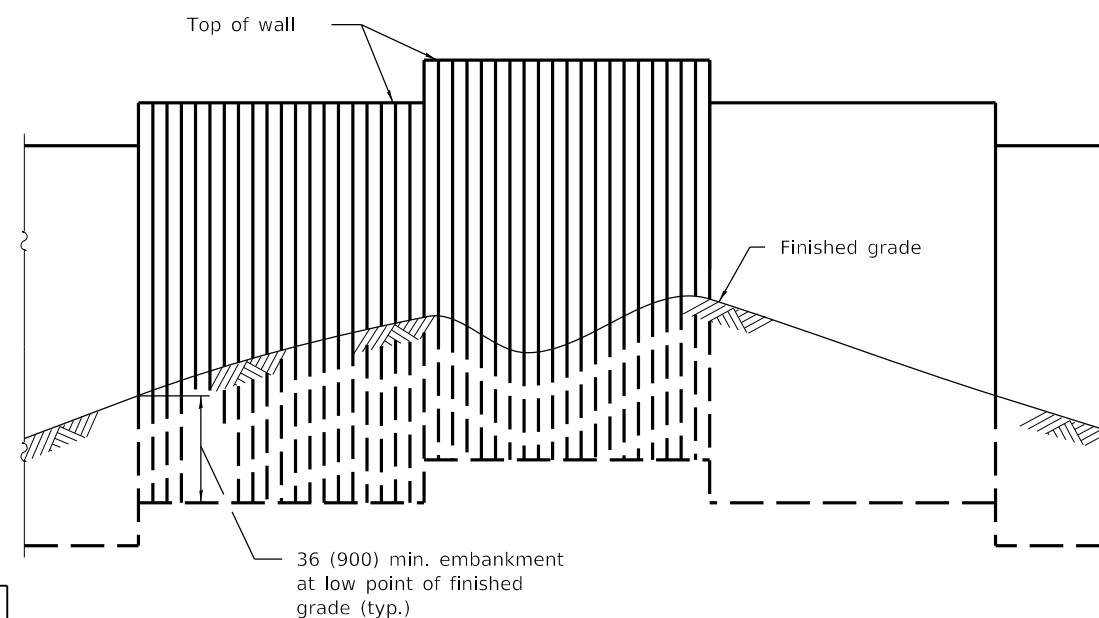
EXHIBIT “B”



PLAN

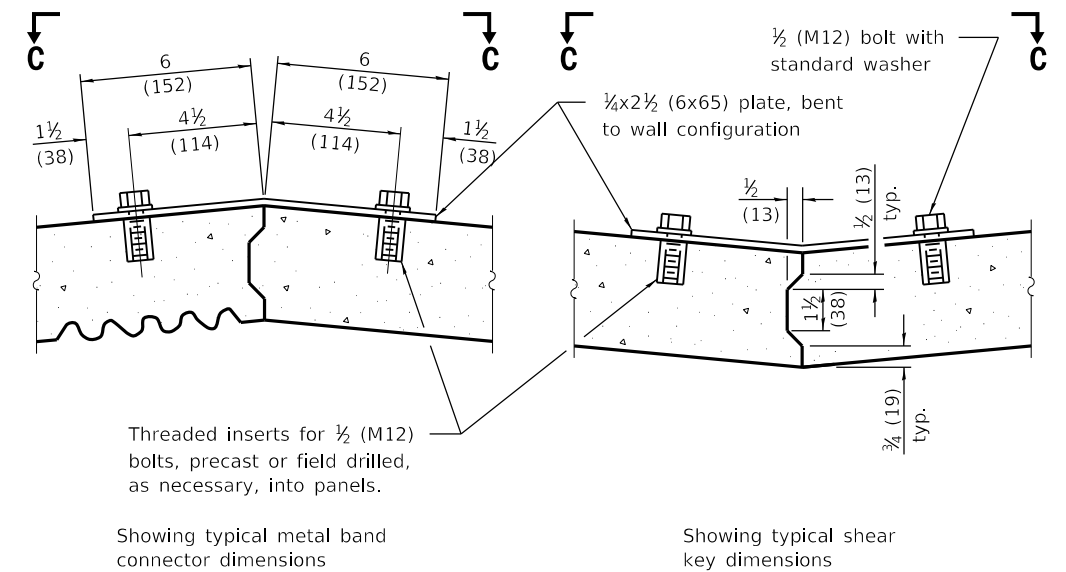


ELEVATION

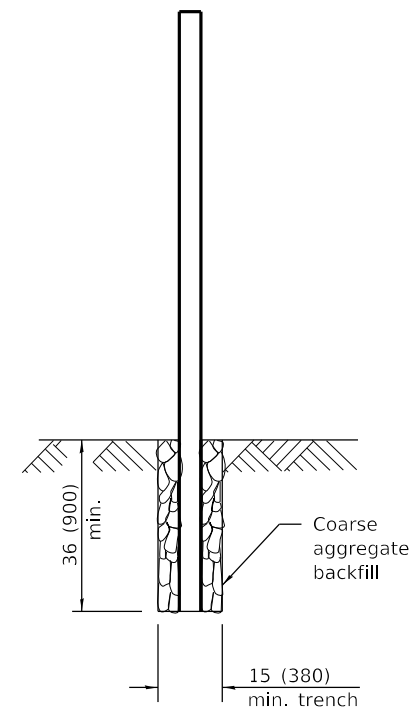


ELEVATION

(Showing installation of wall in irregular ground)



SECTION B-B



SECTION A-A

GENERAL NOTES

Loading for 80 mph (130 km/h) wind with 30% gust factor, normal to wall.

ALLOWABLE STRESSES:

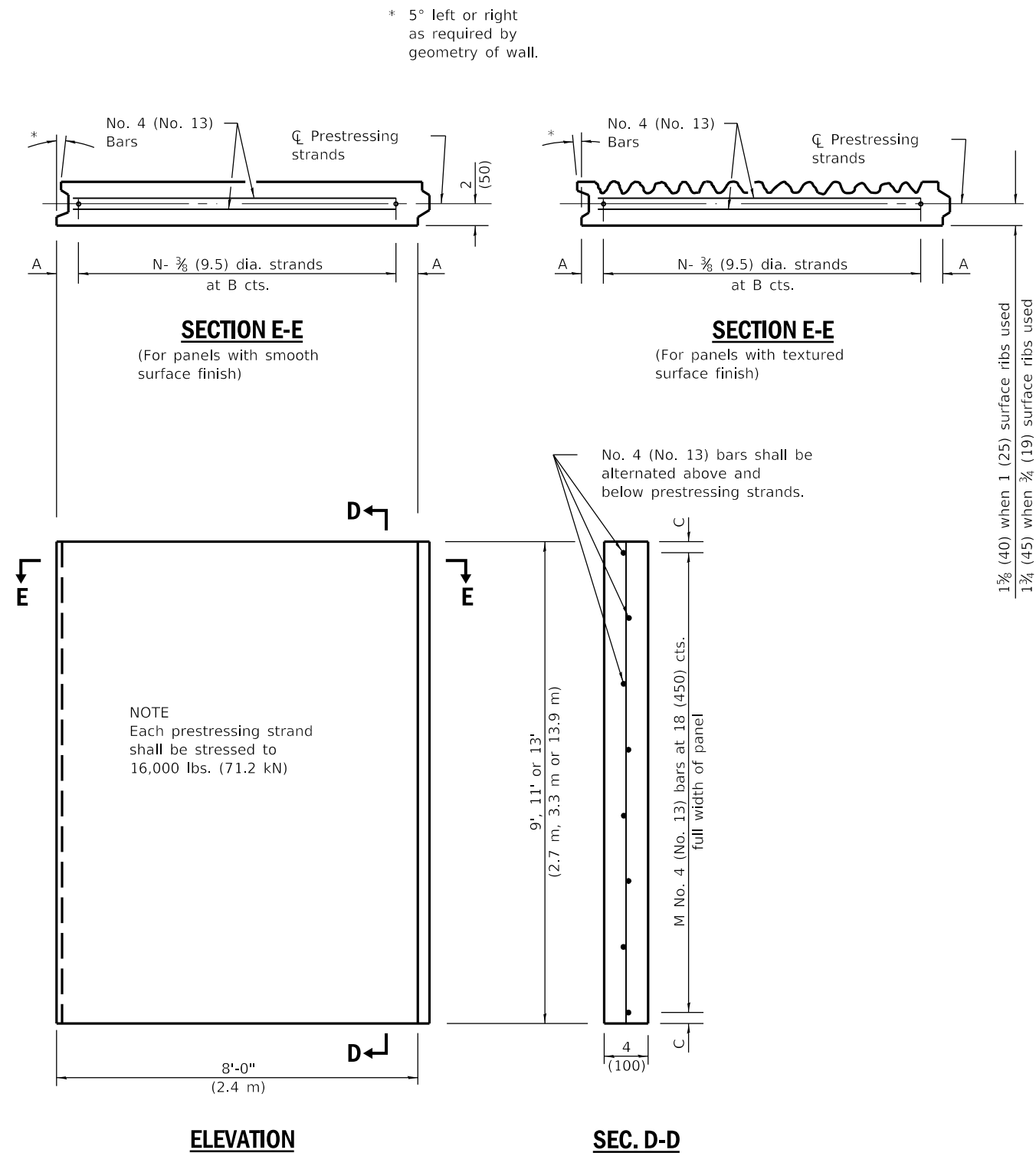
Concrete: $f'_c = 3,500$ psi (24 MPa)
 $f'_{ci} = 2,250$ psi (15 MPa)
 Prestressing Steel: $f'_s = 270,000$ psi (1860 MPa)
 $f_{si} = 189,000$ psi (1300 MPa)
 Reinforcing Steel: $f'_y = 40,000$ psi min. (270 MPa)
 Structural Steel: $f_s = 20,000$ psi (138 MPa)
 Minimum allowable soil bearing pressure: $= 1.25$ tsf (120 kPa)

All dimensions are in inches (millimeters) unless otherwise shown.

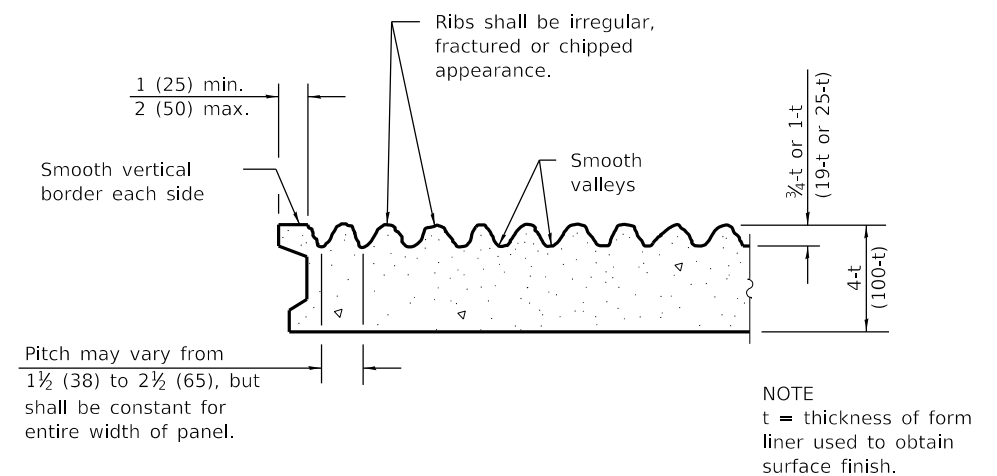
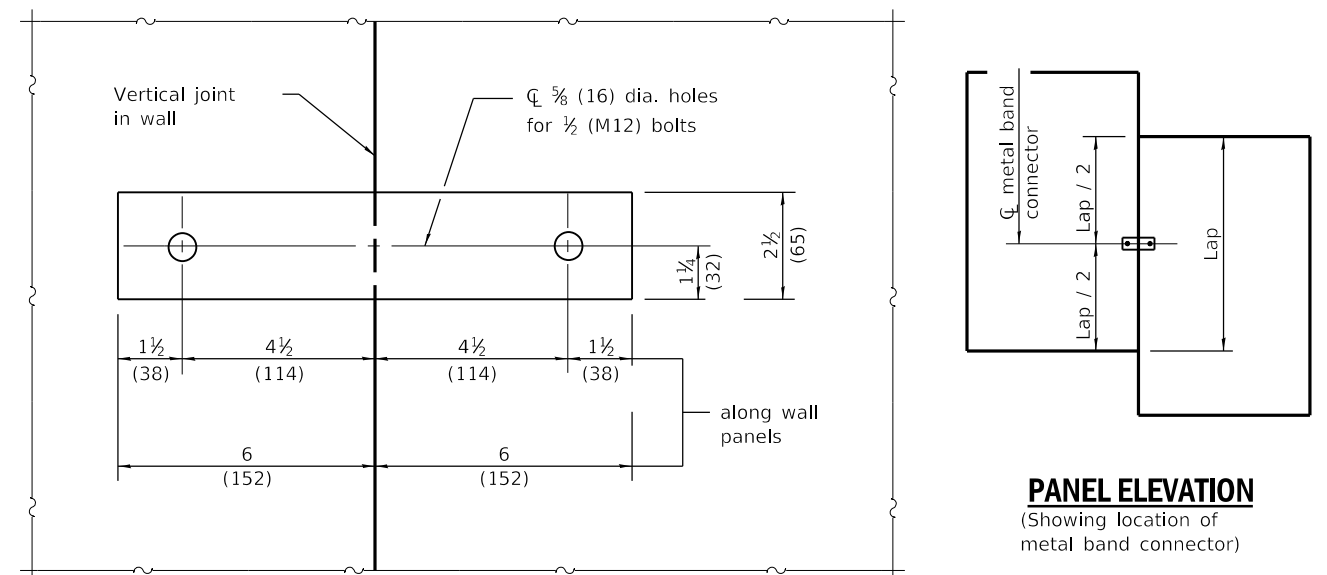
DATE	REVISIONS
1-1-09	Switched units to English (metric).
1-1-07	Soft converted metric reinforcement bars & corrected dimensions.

**SIGHT SCREEN
PRECAST PRESTRESSED
CONCRETE PANEL WALL**
 (Sheet 1 of 2)

STANDARD 639001-02



STRAND and REINFORCEMENT LAYOUT



Nominal Panel Size	A	N	B	C	M
8'-0" x 9'-0" (2.4 m x 2.7 m)	6 (150)	8	12 (300)	9 (225)	6
8'-0" x 11'-0" (2.4 m x 3.3 m)	3 (75)	11	9 (225)	3 (75)	8
8'-0" x 13'-0" (2.4 m x 3.9 m)	3 (75)	16	6 (150)	6 (150)	9

EXHIBIT “C”

STATE OF ILLINOIS

SS

COUNTY OF KANE

RESOLUTION NO. 92-276

AUTHORIZING CHAIRMAN TO EXECUTE INTERGOVERNMENTAL AGREEMENT
FOR THE IMPROVEMENT OF ORCHARD ROAD
CITY OF AURORA AND COUNTY OF KANE

WHEREAS, it is deemed necessary in order to facilitate the free flow of traffic and to insure safety to the motoring public to improve Orchard Road between the I-88 Tollroad and Jericho Road; and,

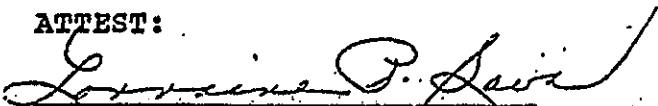
WHEREAS, the "CITY" and "COUNTY" are desirous of making said improvement in that the same will be of immediate benefit to the "CITY'S" and "COUNTY'S" residents and permanent in nature; and,

WHEREAS, it will be necessary to enter into a joint agreement embodying such provisions between Kane County and the City of Aurora.

NOW, THEREFORE BE IT RESOLVED, by the Kane County Board that the Chairman of the Board is authorized to execute an intergovernmental agreement with the City of Aurora for the improvement of Orchard Road between the I-88 Tollroad and Jericho Road.

PASSED by the Kane County Board on November 10, 1992.

ATTEST:


County Clerk, County Board
Kane County, Illinois


Chairman, County Board
Kane County, Illinois



AMMENDED
MEMORANDUM OF AGREEMENT

ORCHARD ROAD
BETWEEN
CITY OF AURORA AND THE COUNTY OF KANE

This Memorandum of Agreement made and entered into this 10th day of November, 1992 A.D., by and between the City of Aurora, Kane County, Illinois, hereinafter referred to as the "City" and Kane County, Illinois hereinafter referred to as the "County".

WITNESSETH:

WHEREAS, the City and the County propose to jointly construct a highway to be known as the Orchard Road from the East-West Tollroad (Illinois Route 88) extending southwesterly in a curve to the approximate West line of Aurora Township and thence in a southerly direction along said West line to the intersection with Jericho Road (County Highway 24), and

WHEREAS, it is desirable that the various segments of this improvement be constructed jointly by the City and County and that the responsibility of the City and County be defined for each segment in order to permit orderly completion of the total project,

WHEREFORE, it is agreed that the various segments of the project shall be constructed as follows:

1. Orchard Road from intersection of the south right-of-way line of the East-West Tollroad (Illinois Route 88) extending southwest-erly in a curve to the approximate West line of Aurora Township and thence in a southerly direc-tion along said West line to the North right-of-way line of Indian Trail.
 - a. > Any additional right-of-way cost and acquisi-tion by the County. Any local share of construction cost by the County including the future full interchange of Orchard Road and the East-West Tollroad. Maintenance by the County except for tollway maintenance of the entrance and exit ramps.
 - b. Traffic Signals - County 100% maintenance and operation. Energy costs 100% City. Progression and signal timing by the County with input from the City.
2. Orchard Road from the north right-of-way line of Indian Trail to the south right-of-way line of Jericho Road.

- a. Construction by the County with the city reimbursing the County for 50% of the costs expended for construction and engineering services including the Burlington Railroad Underpass, and the resulting relocation of Prairie Street and the Fox Valley Park District trail.

- b. Maintenance of this segment shall be as follows:

- i. All traffic signals within this segment of Orchard Road will be operated, timed and maintained by the County. All signals to be energized and constructed by the City.
- ii. Maintenance and operation of any necessary pump stations at the proposed underpass will be the responsibility of the City
- iii. Normal roadway maintenance will be the responsibility of the City. However, major road repair and resurfacing will be shared 50%-50% City/County at the County's option with a two (2) year advance notice to the City.

3. Any future widening or improvements, including Right-of-way acquisition to the various segments shall be performed in accordance with the above division of responsibility. Included herein is all work necessary for a 10 foot asphalt trail on the east side of the roadway. The County shall reimburse the City for 50% of the cost of the walkway that will extend from Galena to Illinois Avenue. The City will use its best efforts to obtain an additional ten foot (10') easement for said trail.

4. (a) The cross section for the Orchard Road segment from the I-88 Tollway to approximately 600 feet south of the Galena Boulevard intersection shall be two full lanes in both directions with a full 16 foot wide raised median and landscaping. This median would be utilized for all necessary left turn storage and the City will pay all additional costs for the B6.07 raised median. Includes maintenance and any landscaping limited to grass and small bushes and trees of less than four inch (4") in diameter.

- (b) The cross section for the segment between Galena Boulevard and Jericho Road shall be two full lanes in both directions with a painted median. This median would be utilized for necessary left turn storage and the costs will be included in the project for cost participation.

(c) Concrete curb and gutter/storm sewer will be required on both sides of the roadway for the full length of the project from I-88 tollroad to Jericho Road including paved shoulders. All widening within this section shall be all to the west of the existing roadway where possible as limited by existing right-of-way.

5. The City and County shall jointly approve the construction plans for the various segments in the areas of 50%/50% funding prior to advertising for bids being authorized by the County.
6. This Agreement supersedes certain Agreements pertaining to this subject dated January 15, 1974 and April 15, 1986.
7. The City and the County agree to design, construct and sign this roadway as a Class II (80,000 lb.) roadway. Should the County want to create a Class II roadway prior to the widening project, the costs will be shared 50%/50% of the local share of any request strengthening pavement work.
8. Should the City desire any of these roadway improvements constructed prior to the County's established timeframe, the City shall fund the improvement. The County shall pay to the City its 50% upon its scheduled expenditure. *including engineering*

IN WITNESS WHEREOF, the City of Aurora, has caused these present to be signed by its Mayor and its Corporate Seal to be hereunto affixed and attested by its City Clerk; and the County of Kane has caused these present to be signed by the Chairman of the Kane County Board and its Corporate Seal to be hereunto affixed and attested by its County Clerk, the day and year first above written.

ATTEST:

Cheryl Vorkhoff by
Aurora City Clerk
Darlene Surman, Dep. City Clerk
ATTEST:

CITY OF AURORA, ILLINOIS

BY *[Signature]*
MAYOR

KANE COUNTY, ILLINOIS

Lorraine P. Lova
KANE COUNTY CLERK

BY *Walter Kummerow Jr.*
CHAIRMAN OF COUNTY BOARD



ORCHARDR.DAG/TXT5/RESOLUTION
11/23/92
JAN/lgd

CITY OF AURORA, ILLINOIS
RESOLUTION NO. R92-499
DATE OF PASSAGE December 1, 1992

A RESOLUTION FOR
INTERGOVERNMENTAL AGREEMENT WITH KANE COUNTY FOR
THE IMPROVEMENT OF ORCHARD ROAD

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, 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 City currently has an agreement with Kane County concerning cost participation for expansion of Orchard Road; and

WHEREAS, in this agreement the City is responsible for 100% of the widening costs from Prairie Street to Indian Trail; and

WHEREAS, Kane County has agreed to a modification whereby they would participate in 50% of the widening improvement of all sections of Orchard Road if the City would agree to construct all traffic signals from Jericho Road to the I-88 tollroad;

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and City Clerk be and are hereby authorized to execute the attached Intergovernmental Agreement with Kane County for construction and maintenance of Orchard Road from Jericho Road north to the I-88 Tollroad.

PASSED AND APPROVED ON December 1, 1992

Yess Wacker
Mark A. Roberts
Robert B. Coughlin
Robert B. Coughlin
Robert B. Coughlin
Aldermen
AYES 10

Michael B. Saville
Robert C. Law
Robert C. Law
Judith A. Morrison
Jim Morisek
Aldermen
NAYS 0 NOT VOTING 0

ATTEST:

Cheryl Vonhoff by
City Clerk
Barbara Surman
C. A. A. A. A.

Rusty Erickson

David Pierce
Mayor David Pierce