

**ORIGINAL**

RESINTER.GOV/TXT3/LAWORDRE.S  
June 25, 1998

CITY OF AURORA, ILLINOIS  
RESOLUTION NO. R98-252  
DATE OF PASSAGE July 14, 1998

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL  
COOPERATION AGREEMENT BETWEEN THE CITY OF AURORA AND  
THE VILLAGE OF SUGAR GROVE  
(AURORA MUNICIPAL AIRPORT)

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, Section 10 of Article VII of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide authority for intergovernmental agreements regarding the sharing of powers and duties between, inter alia, local governmental units; and

WHEREAS, the City of Aurora currently operates and maintains the Aurora Municipal Airport adjacent to the Village of Sugar Grove; and

WHEREAS, the City of Aurora and the Village of Sugar Grove desire to enter into an Intergovernmental Cooperative Agreement concerning various aspects of the operation and maintenance of the Airport and certain related and adjacent functions and duties of the two municipalities;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Aurora, Illinois, does hereby authorize the Mayor and City Clerk to enter into an Intergovernmental Cooperation Agreement with the Village of Sugar Grove concerning Aurora Municipal Airport and various aspects in relation thereto, a copy of which Agreement is attached hereto and made a part hereof.

INTERGOVERNMENTAL  
COOPERATION AGREEMENT  
BETWEEN THE CITY OF AURORA  
AND THE VILLAGE OF SUGAR GROVE

This agreement made this 14<sup>th</sup> day of July, 1998 in duplicate original, by and between the City of Aurora, an Illinois municipal corporation, (hereafter "Aurora") and the Village of Sugar Grove, an Illinois municipal corporation, (hereafter "Sugar Grove");  
WITNESSETH:

WHEREAS, the City of Aurora constructed the Aurora Municipal Airport (hereafter "Airport") outside of its corporate limits and adjacent to, but outside of, the Village of Sugar Grove in 1959; and,

WHEREAS, the Airport has established an Airport Layout Plan (hereinafter referred to as "ALP") in 1988 whereby the boundaries for the Airport were established, which are depicted on Exhibit "A" attached hereto and incorporated into this Agreement, which has been amended from time to time and which has been utilized in the development and construction of improvements of the Airport; and,

WHEREAS, Aurora and Sugar Grove desire to plan and develop their respective municipalities, including the Airport, in a fashion to optimize all the benefits of their respective communities and to do so in manner that if compatible with each community; and,

WHEREAS, Aurora and Sugar Grove desire to provide for the orderly development of the Airport; limit the types of uses of the Airport; provide for the orderly development of the area near the Airport; to promote economic development of both municipalities; and sharing of revenues, whether as "in kind" payment or as cash, from the Airport; and,

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq, and Article VII, Sec. 10 of the Illinois State Constitution (1970) provide for the sharing and joint exercise of powers, privileges and authority that may be exercised by participating public agencies; now,

THEREFORE, based on the foregoing and the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

1. Aurora and Sugar Grove agree that the uses of the Airport shall not include any scheduled Air Carrier service employing the type and size aircraft that seat more than 30 people.
2. Aurora shall develop the Airport in accordance with the ALP attached as Exhibit "A". Included in this development plan is the relocation of Wheeler and Dugan Roads as shown on the ALP. Wheeler and Dugan Roads shall be relocated and paved at the sole expense of the Airport. Relocation and paving shall conform to Illinois Department of Transportation (hereinafter referred to as IDOT) rules necessary to obtain funding from the State of Illinois.

Any deviation from IDOT rules and guidelines involving up-grading the roadway or increasing the width of the right-of-way, which would result in costs in excess of the amount funded by the State of Illinois, shall require a separate agreement by the parties. The parties agree to inter-governmental transfers of any realty required for the re-location of Wheeler and Dugan Roads.

3. Sugar Grove will have no monetary responsibility for any development or operation of the Airport.

4. Sugar Grove will plan and implement with all diligence compatible land uses near the Airport and the established flight tracks. The City of Aurora will coordinate its long range airport development plans with the Village of Sugar Grove.

5. Both parties will support the development of the Sugar Grove and the Airport as planned and notify each other of any pending changes to the uses or long range plans of their respective entities.

6. Aurora will cooperate with Sugar Grove to establish on the Airport a site for unlighted recreational activities such as ballfields, soccer fields, etc., including restroom facilities, parking lots and grandstands. Aurora shall develop the recreational area as illustrated on Exhibit "B" hereto including 3 basic baseball/softball fields (backstops and infields), 2 soccer fields, a gravel access drive and a 120-vehicle gravel parking lot for such recreational area. Aurora will make the recreational area available and operational not later than May 1, 2000. Said recreational area shall be used in manners compatible with the continuous operation of the Airport. Sugar Grove shall be responsible for all improvements and maintenance to such leased area, including absolving, indemnifying and holding Aurora harmless from any and all liabilities for accidents and/or incidents arising from the use of the area. Aurora shall lease said area, generally identified on Exhibit "B" attached hereto, to Sugar Grove for the term of this agreement for the amount of \$1.00 per year by a separate lease agreement specifying the exact site location and dimensions.

7. Aurora and Sugar Grove shall cooperate in the management of storm water in the area. Within FAA approved design practices, Aurora shall make available, through a separate lease agreement with Sugar Grove identifying the subject area with more particularity, approximately 8 acres of land, as shown on Exhibit "A", on the north side of Wheeler Road and directly north of the N-S Runway for storm water detention. Aurora shall not be held liable for any and all accidents or incidents arising from the establishment of any storm water detention facility constructed upon the identified land.

8. Aurora will exercise its due diligence in securing State and/or Federal funds to extend water mains along Dugan Road, from Rt 30 to Wheeler Rd. and on Wheeler Rd., from Dugan Rd. to the easterly Airport property line. Said water mains shall benefit both Sugar Grove and Aurora (in the operation of the Airport) and shall become the property of Sugar Grove when all funding grants are closed out and concluded.

9. Aurora and Sugar Grove shall agree to support the development of the Airport, including

efforts to secure Federal and State funds for the development of the Airport, as depicted on Exhibit "A" attached.

10. Sugar Grove shall not unreasonably withhold access points to future development areas of the Airport that front on roadways within the planning jurisdiction and control of Sugar Grove. Aurora shall not acquire land inconsistent with the ALP. Annexations by the parties shall be consistent with Water Agreement adopted by the parties on September 5, 1989. Aurora will notify Sugar Grove of any planned Airport activities that will impact its services or will generate large crowds and/or excessive noise.

12. Aurora agrees to minimize the impact of noise resulting from airport operation on Sugar Grove residents. Aurora will continue to use noise abatement procedures. Sugar Grove and Aurora will cooperate to monitor and/or modify noise abatement procedures as the development of the airport and the Village occur to mitigate noise impacts. Aurora will prohibit the maintenance runups of aircraft engines between the hours of 10:00 PM and 6:00 AM, except for those aircraft preparing for take off.

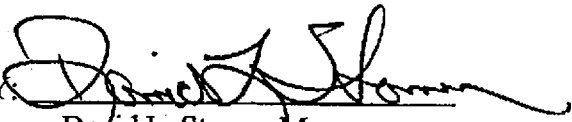
11. Aurora shall annually pay to the Sugar Grove, no later than June 30th of each year, the amount of \$10,000 as payment for police services limited to patrol services at the Airport.

12. This agreement shall remain in full force and effect for a period of twenty (20) years from the date of its execution by the parties.

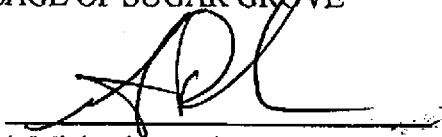
13. Any section or provision held under law to be invalid or void shall not affect the remaining sections or provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto, acting under authority of their respective governing bodies, have caused this agreement to be executed.

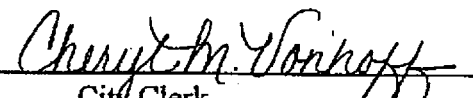
CITY OF AURORA

BY:   
David L. Stover, Mayor

VILLAGE OF SUGAR GROVE

BY:   
Michael Douglas, President

ATTEST:

  
Cheryl M. Vorhoff  
City Clerk

ATTEST:

  
Cynthia J. Welsh  
Village Clerk