

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF AURORA AND
VILLAGE OF MONTGOMERY FOR THE RESURFACING OF DOUGLAS AVENUE /
DOUGLAS ROAD LOCATED IN AURORA AND MONTGOMERY, KANE AND
KENDALL COUNTIES, ILLINOIS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) by and between the CITY OF AURORA (“CITY”) an Illinois home rule municipal corporation, and the VILLAGE OF MONTGOMERY (“VILLAGE”), 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 VILLAGE is an Illinois municipal corporation acting as a non-home rule unit of government pursuant to Article VII, Section 7 of the Illinois Constitution of 1970; and

WHEREAS, Douglas Avenue / Douglas Road is contained within the jurisdictions of and is operated and maintained both by the VILLAGE and the CITY; and

WHEREAS, the VILLAGE as lead agency and with the CITY as the co-sponsor, has obtained federal funding through the Kane-Kendall Council of Mayors (KKCOM) for Construction and Phase III Construction Engineering of the Douglas Avenue (Ashland to US 30) project, at 75% federal / 25% local, up to a maximum of \$633,444.00; and

WHEREAS, the VILLAGE will be the lead local agency throughout the project; and

WHEREAS, the VILLAGE, through a Qualifications Based Selection (QBS) process, selected Engineering Enterprises, Inc. (EEI) of Sugar Grove, IL on September 12, 2023 for a 5-year Master Task Order for Phase I, II and III services on federally funded projects. EEI will be the consultant used for the Phase I and Phase II Engineering under a 100% locally funded contract.

EEI will be the consultant used for the Phase III Construction Engineering which is anticipated to use 75% federal funds; and

WHEREAS, the amount of the Phase I and Phase II Engineering Agreement is \$91,981.00 based upon an actual proposal. The final cost will be based on actual invoices and be proportioned between the PARTIES based upon the amount of pavement area within each jurisdiction. The VILLAGE portion is 79.15%, currently estimated at \$72,802.96. The CITY portion is 20.85%, currently estimated \$19,178.04. The VILLAGE will invoice the CITY for its share after the final invoice is received from EEI; and

WHEREAS, the amount of the Phase III Construction Engineering Agreement is \$145,880.00 based upon an estimate and will be federally funded. The actual cost will be based on actual invoices and be proportioned between the PARTIES based upon the amount of pavement area within each jurisdiction. The current local share is estimated at \$36,470.00. The VILLAGE portion is 79.15%, currently estimated at \$28,866.00. The CITY portion is 20.85%, currently estimated \$7,604.00. The VILLAGE will invoice the CITY for its share after the final invoice is received from EEI; and

WHEREAS, the Construction is estimated to be \$1,326,130.00 based on an estimate. The current total local share is estimated at \$802,096.00 based on the current amount of federal funding. Actual costs will be based on actual quantities in the field within each jurisdiction. The VILLAGE will invoice the CITY for its share after construction is substantially complete; and

WHEREAS, it is anticipated that federal funding through the KKCOM will be increased by \$470,563.00 to a maximum of \$1,104,007.00 to fully cover the Construction and Phase III Construction Engineering at a 75% federal / 25% local share; and

WHEREAS, if the additional federal funding is not obtained, or if a smaller amount than anticipated is received such that the Construction and Phase III Construction Engineering is not fully covered at 75% federal / 25% local, the amount of federal funding deducted from each PARTIES' local share will be calculated based on the same proportion of pavement area within each jurisdiction described above (79.15% for the VILLAGE, 20.85% for the CITY); and

WHEREAS, on November 6, 2026, the project describing this resurfacing is intended to be opened by the Illinois Department of Transportation on the State letting.

WHEREAS, the VILLAGE intends to concur with an award to the bidder with lowest bid as read by the Illinois Department of Transportation; and

WHEREAS, representatives of the CITY and the VILLAGE have reached a consensus and tentative agreement regarding the scope of improvements and associated costs.

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

1. The above recitals are an integral part of this Agreement and are incorporated herein by this reference.
2. The CITY and the VILLAGE 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.
3. If there are non-participating construction items as determined by the Illinois Department of Transportation performed within any PARTIES' jurisdiction, those costs will be covered 100% by the PARTY whose jurisdiction the work was completed in.
4. The VILLAGE shall invoice the CITY for services rendered in the amounts and frequency as described above. Upon receipt, the CITY shall review and process such invoices for payment in accordance with the procedures and the time limitations provided by the Local Government Prompt Payment Act. Approved but unpaid amounts shall accrue interest and penalties in the amount and to the extent authorized the Act.
5. Both PARTIES herein represent and warrant that they have the authority to execute this Agreement on behalf of the entities described herein.
6. 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.
7. 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}

VILLAGE OF MONTGOMERY

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____

CITY OF AURORA

Representative: _____

Title: _____

Signature: _____

Date: _____

Witnessed By: _____

Title: _____

Signature: _____

Date: _____