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RESOLUTION NO. 2026-05

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WINFIELD AND THE COUNTY OF DUPAGE, ILLINOIS RELATING TO REGULATORY CONTROL OVER THE DUPAGE COUNTY GOVERNMENTAL CAMPUS IN WINFIELD, ILLINOIS

WHEREAS, the Village of Winfield (the “Village”) is a non-home rule unit of local government exercising the powers conferred upon such units of local government pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and Article VII, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the County of DuPage (the “County”) is organized as a unit of government exercising the powers conferred upon it under the Counties Code (55 ILCS 5/1-1001 *et seq.*); and

WHEREAS, the Parties, as units of local government, are authorized to contract and otherwise associate amongst themselves and to obtain or share services and to exercise, combine or transfer any power or function that either unit of local government may have in any manner not prohibited by law or ordinance under the authority of Article VII, Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois; and

WHEREAS, the Parties are “public agencies” within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and are further authorized to enter into this Agreement pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the County owns and operates a campus of over 150 acres (the “Campus”), part of which is located within the Village’s boundaries (the “Property”); and

WHEREAS, the parties have determined that transferring the administration of certain ordinances and procedures of the Village relating to policing, permitting, inspections and zoning entitlement processes to the County will facilitate and improve the administration and enforcement of those ordinances and government operations of the Campus; and

WHEREAS, staff from both the County and the Village have reviewed this proposed Intergovernmental Agreement and have concluded that it will maximize the enforcement of codes or public health, safety, and welfare of the residents of the County and Village.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Winfield, DuPage County, Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein and made a part hereof as findings of the Village Board.

SECTION 2: The Village President and Deputy Village Clerk are hereby authorized and directed to execute the Intergovernmental Agreement between the County of DuPage and the Village of Winfield relating to regulatory control over the DuPage County Governmental Campus in Winfield; and that a copy of that certain Intergovernmental Agreement is on file with the Village Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

SECTION 3: In the event the Village Board does not adopt a text amendment to the Winfield Zoning Ordinance to create a DuPage County Governmental Center Zoning District, this Intergovernmental Agreement shall become void without any further action and be of no effect.

PASSED this 19th day of February, 2026.

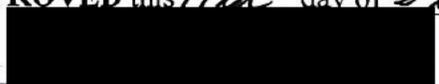
AYES: Hardy Jacobs Janowich Lonks Zemaitis

NAYS: None

ABSENT: Piscola

ABSTAIN: None

APPROVED this 19th day of February, 2026.



Carl Sorgatz, Village President

ATTEST:



Kathy Lamela, Deputy Village Clerk

ATTACHMENT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WINFIELD AND
THE COUNTY OF DUPAGE, ILLINOIS RELATING TO REGULATORY CONTROL OVER
THE DUPAGE COUNTY GOVERNMENTAL CAMPUS IN WINFIELD, ILLINOIS**

This Intergovernmental Agreement (this “Agreement”) is made and entered this ____ day of _____, 2026, by and between the Village of Winfield, Illinois, with offices at 27W465 Jewell Road, Winfield, IL 60190 (the “Village”) and the County of DuPage, Illinois, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (the “County”), with the Village and County being sometimes hereinafter referred to as “Party” and collectively referred to as the “Parties”.

WHEREAS, the Village is a non-home rule unit of local government exercising the powers conferred upon such units of local government pursuant to the Illinois Municipal Code (65 ILCS 5/1-1-1 *et seq.*) and Article VII, Section 6 of the Constitution of the State of Illinois; and

WHEREAS, the County is organized as a unit of government exercising the powers conferred upon it under the Counties Code (55 ILCS 5/1-1001 *et seq.*); and

WHEREAS, the Parties, as units of local government, are authorized to contract and otherwise associate amongst themselves and to obtain or share services and to exercise, combine or transfer any power or function that either unit of local government may have in any manner not prohibited by law or ordinance under the authority of Article VII, Section 10 (Intergovernmental Cooperation) of the Constitution of the State of Illinois; and

WHEREAS, the Parties are “public agencies” within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and are further authorized to enter into this Agreement pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the County owns certain real property presently within the Village’s boundaries (the “Property”), a legal description and photographic depiction are attached hereto and incorporated herein as Group Exhibit “A”; and

WHEREAS, the Parties have determined that it is in their best interests to enter into this Agreement, pursuant to the lawful authority conferred upon the Parties as units of local government; and

WHEREAS, the Corporate Authorities of the Village adopted a Resolution authorizing and directing the President to execute, and the Village Clerk to attest, this Agreement on behalf of the Village; and

WHEREAS, the DuPage County Board has authorized the execution of this Agreement by the passage of a resolution providing for such execution, passed or adopted upon the affirmative vote of the majority of the Board.

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual covenants and agreements hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
INCORPORATION OF RECITALS

Such recitals are hereby incorporated into and made a part of this Agreement as though fully set forth in this Article I.

ARTICLE II
GENERAL PROVISIONS

A. **APPLICABILITY OF THIS AGREEMENT:** All zoning, construction and development upon the Property shall be undertaken in conformance with the requirements of this Agreement. The codes, ordinances, resolutions, rules, regulations and standards generally in force, from time to time, within the Village shall regulate the relationship and governance of the Parties not specifically addressed by this Agreement, by way of example, liquor control.

B. **TERM:** The Initial Term of this Agreement shall be for five (5) years (the "Initial Term") from the date the last Party authorizes its execution (the "Effective Date"). Following the Initial Term, this Agreement shall automatically renew on the fifth (5th) anniversary of its Effective Date for successive five (5) year terms (individually "Subsequent Renewal Term") without the need for further action by the Parties unless otherwise terminated in accordance with Section II.C. below.

C. TERMINATION: Either Party may terminate this Agreement by giving 365 days' written notice to the other Party. Such termination notice shall be accompanied by a resolution or ordinance by that Party's governing body declaring the Party's intention to terminate this Agreement. In the event of termination of this Agreement, the County shall retain oversight for any work, construction, alteration, remodeling, or demolition of any building, structure or improvement (project) for which a permit has been issued but not yet completed prior to the termination notice. Following termination of this Agreement, the Property shall be subject to all of the Village's ordinances, codes, resolutions, rules, regulations and standards.

D. REAL PROPERTY TRANSFER: Should the County lease any portion of the Property for a non-public use, other than a 501(c)(3), or transfer title to any portion of the Property, this Agreement shall automatically no longer apply to that particular portion of the Property, without the need for any further action by either Party.

ARTICLE III **ZONING**

A. ZONING GRANT: The Property has heretofore been zoned and classified within the Village's Zoning Ordinance ("Zoning Ordinance"). The Village has held a public hearing to review the Zoning Ordinance attached hereto and incorporated herein as Exhibit B creating a DuPage County Governmental Campus District ("County District"). Within ninety (90) days after the governing bodies of both Parties approve this Agreement, the Winfield Village Board will vote on whether to amend its Zoning Ordinance to create the County District. If the Village does not amend its Zoning Ordinance to create the County District, this Agreement shall automatically terminate.

B. ZONING APPROVAL PROCESS: The County shall receive and process applications for zoning requests relating to the Property and provide copies to the Village. The County has the authority to issue approvals for the Permitted Uses identified in the County District. With respect to applications for special uses and variations, the County shall follow the procedures set forth in the Zoning Ordinance. However, the County shall conduct the required hearing procedures referred to in Section 10-11-96 of the

Zoning Ordinance, but the Village shall have final authority to approve, with or without conditions, or deny any such applications. Following any hearing conducted by the County, the County shall forward to the Village the record, which includes, but is not limited to the application, plans, memoranda, a transcript of the hearing (the "Hearing Documents"), within thirty (30) days of the date of the hearing, for consideration by the Village Board. The Village Board will vote to approve, with or without conditions, or deny any such applications within thirty (30) days of receipt of the Hearing Documents from the County.

Authority for text amendments to the Zoning Ordinance shall remain solely the authority of the Village. Except as modified by this Agreement and the County District zoning Article in the Zoning Ordinance, all other provisions of the Zoning Ordinance remain applicable and in full force and effect as they relate to the Property.

C. PRIOR DEVELOPMENT: The Parties agree that all existing development on the Property has been permitted under the Zoning Ordinance.

D. PROHIBITED USES: The Parties expressly agree that no portion of the Property shall be used for camping or storage of trailers, recreational vehicles or the like, unless owned by the County or a unit of government. The Parties further expressly agree the overnight housing of detainees, trustees, or incarcerated individuals is prohibited.

ARTICLE IV **GENERAL POLICE POWERS**

A. Except as provided in this Agreement, the Village agrees that it will not enact any ordinance that imposes any tax, fee, charge or requirement not otherwise generally applicable to the entire Village. However, nothing herein shall prevent the Village from receiving or retaining its portion of fees, taxes or charges which are imposed by the County, the State of Illinois or the federal government.

B. POLICE PROTECTION: The Property shall be governed by all applicable state, county and local laws not inconsistent with this Agreement. As of July 31, 2026, the DuPage County Sheriff's Office ("Sheriff's Office") shall be responsible for enforcement of the provisions of state and County and

local laws on the Property. The Sheriff's Office shall also have the authority to enforce ordinances of the Village and to issue ordinance violation citations as it deems appropriate. After August 1, 2026, the Village's Police Department shall not be required to respond to emergency calls for police services and any criminal activity on the Property, except for mutual aid assistance. In addition, the Village's Police Department shall retain the authority, but not the obligation, to enforce ordinances of the Village and to issue ordinance violation citations on the Property as it deems appropriate.

ARTICLE V
APPLICABLE MUNICIPAL STANDARDS

A. SITE DEVELOPMENT PERMITS.

The County shall submit to the Village for review and approval any applications and plans for site development on the Property. For clarification purposes, the construction of buildings shall not be considered as "site development." All stormwater improvements shall be completed in accordance with the Village's Stormwater Regulations. The County shall be subject to any stormwater utility charge or fee the Village currently imposes or may impose in the future. Any maintenance of internal roadways, parking lots, or circulation areas shall be governed by the specifications of the County.

B. BUILDING CODE.

The County shall have the authority to issue any building permits required for work done by the County on the Property and provide copies thereof to the Village. All building permit reviews shall be completed at the County's sole cost and expense, by either County personnel or by independent, third-party review companies, which companies shall be pre-approved by the Village. All building improvements, except those related to fire safety, shall be completed in accordance with the most current edition of the International Building Code ("IBC") that has been adopted by either Party (the "Building Code Provisions").

After issuance of a building permit by the County, the County shall self-conduct any and all required inspections of any work. The County's Building Official shall independently certify to the Village in writing that any work was performed in compliance with the building plans and

the IBC. During any construction on the Property, the Village shall have reasonable access to the construction site and has the right, but not the obligation, to conduct inspections. If the Village Community Development Director or his designee identifies violations of any Building Code Provisions during those inspections which the Village's Community Development Director or his designee concludes are a threat to the public safety and welfare, the Director shall notify the County Building Official by e-mail and that work shall cease until the County Building Official and the Village's Community Development Director agree the issue is resolved. In the case of an inability to resolve the issue, within fourteen (14) days of written notice by either Party, the Parties shall jointly choose and hire, at the County's expense, an independent third-party architect to make a binding ruling to resolve the issue.

The County shall issue occupancy permits and provide copies to the Village.

C. SPECIAL EVENTS.

The County shall follow and comply with the Village's Special Events ordinance, and shall continue to submit applications to, and receive a permit from, the Village for any special events to be held on the Property, regardless of whether the special event is hosted by the County, tenant or a third party.

ARTICLE VI
UTILITIES

A. WATER MAIN, SANITARY SEWERS, AND STORM SEWERS.

1. The County owns the water mains and storm sewers on the Property and will continue to own any existing water mains and storm sewers and any future mains or storm sewers that may be installed. Both the Village and the Wheaton Sanitary District own sanitary sewers on the Property. The Village will not construct, install or own any water mains or storm sewers on the Property, except by mutual agreement of the Parties. Further, the Village will not construct, install or own any sanitary sewers on the Property, except by mutual agreement of the Parties. However, the Village will continue to maintain and operate the sanitary sewers it currently owns.

2. The Village will continue to provide water service to the Property at the rate charged to its commercial customers, as may be amended from time to time. Water provided to the County by the Village shall be measured through various meters at locations approved by the Village.

3. The County shall be responsible for the design, construction and maintenance of all water mains, sanitary sewers, and storm sewers necessary or appropriate to serve the uses currently existing or to be developed on the Property (“Utility Improvements”), subject to approval of the Village Engineer or Wheaton Sanitary District as appropriate. All water main, sanitary sewer, and storm sewer design and construction shall be subject to Village or Sanitary District ordinances and regulations, as the case may be. For emergency repairs on water mains performed by the County, the County shall contact the Village prior to closing the excavation so the Village can ensure compliance with Village requirements.

4. From and after the execution of this Agreement, all buildings connected to the Village’s utilities shall be subject to the Village’s customary connection and recapture charges as the same may, from time to time, be established by ordinance of the Village.

ARTICLE VII
HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent permitted by Illinois law, the County shall defend, indemnify and hold harmless the Village and its officials, officers, employees, and agents from and against any and all injuries, costs, expenses, liabilities, losses, damages, suit, actions, fines, penalties and demands of any kind or nature (including court costs and reasonable attorney's fees) arising in connection with any and all third-party claims arising out of actions taken by the County related to this Agreement.

To the greatest extent permitted by Illinois law, the Village shall defend, indemnify and hold harmless the County and its officials, officers, employees, and agents from and against any and all injuries, costs, expenses, liabilities, losses, damages, suit, actions, fines, penalties and demands of any kind or nature

(including court costs and reasonable attorney's fees) arising in connection with any and all third-party claims arising out of actions taken by the Village related to this Agreement.

This indemnity shall survive termination of this Agreement.

ARTICLE VIII
MISCELLANEOUS PROVISIONS

A. COLLATERALIZATION OF IMPROVEMENTS: Except as otherwise specifically provided herein, improvements on the Property shall be deemed to include, grading, stormwater detention and management structures, roads, curbs, gutters, street lighting, sewer and water improvements. No letters of credit, bonds or other collateralization shall be required to be posted by the County to the extent that the County constructs such Improvements. All such Improvements constructed by any party other than the County, or its contractors, shall be constructed, collateralized and maintained in compliance with the requirements of the Village's Ordinances.

B. CONTRIBUTIONS: Any required land or money contributions or donations for any unit of local government, school district, park district or special tax district shall not be required for structures to be used for governmental purposes which may be built on the Property.

C. RECORDATION: The County, at its sole expense, shall record this Agreement in the Office of the Recorder of Deeds, DuPage County, Illinois.

D. NOTICES: All notices hereunder shall be in writing and must be served either personally or by certified mail, return receipt requested, to:

1. VILLAGE at:

VILLAGE OF WINFIELD
c/o Village Manager
27W465 Jewell Road
Winfield, IL 60190

with a copy to:

Village Attorney
27W465 Jewell Road
Winfield, IL 60190

2. COUNTY at:

DUPAGE COUNTY
Attn: County Board Chairman
421 N. County Farm Road
Wheaton, IL 60187

with a copy to:

DuPage County State's Attorney's Office
418 N. County Farm Road
Wheaton, IL 60187

3. To such other person or place which any Party hereto, by its prior written notice, shall designate for notice to it from the other Party hereto.

E. BINDING EFFECT AND AMENDMENT: This Agreement shall be binding upon and inure to the benefit of the Parties hereto, successor owners of record of the Property, their assigns, lessees and upon any successor municipal authority of the Village, the County and successor governmental entities.

This Agreement may be amended in writing from time to time with the approval of the Parties hereto.

F. SEVERABILITY: In the event that any phrase, paragraph, article or portion of this Agreement is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability as to that portion shall not affect the validity, legality or enforceability of the remaining portions of this Agreement. None of the Parties hereto shall contest the validity, legality or enforceability of any phrase, article or provision of this Agreement.

G. VENUE: This Agreement shall be enforceable in the Eighteenth Judicial Circuit Court, DuPage County, Illinois by either Party hereto by any appropriate action at law or in equity to secure the performance of the covenants contained herein, including the right of either Party hereto to seek specific performance of the terms hereof.

H. CONTRACT CONSTRUED AGAINST DRAFTER: This Agreement has been jointly negotiated and prepared by the Parties and their respective counsel, and should any provision of the

Agreement require judicial interpretation, the court interpreting or construing the provision shall not apply the rule of construction that a document is to be construed more strictly against one party.

I. COUNTERPARTS: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, will constitute one and the same agreement.

J. MUTUAL ASSISTANCE. The Parties shall do all things necessary and appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the intent of the Parties as reflected by the terms of this Agreement including, without limitation, the holding of such public hearings and the enactment by the Parties of such resolutions and ordinances, the execution of such permits, applications and agreements and the taking of such other actions as may be necessary to enable the Parties to comply with the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the day and year first above written.

VILLAGE OF WINFIELD, an Illinois
municipal corporation

By: _____
President, _____

ATTEST:

Village Clerk

COUNTY OF DuPage, an Illinois
county

By: _____
Chair, _____

ATTEST:

County Clerk