INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DuPAGE AND THE VILLAGE OF WOODRIDGE FOR RECONSTRUCTION OF NORTH FRONTAGE ROAD WOODRIDGE DRIVE TO CH 33/75th STREET SECTION NO.: 25-00233-10-CH

This Intergovernmental Agreement (hereinafter referred to as "AGREEMENT") is entered into this ______ day of _______,2025, between the County of DuPage, a body corporate and politic (hereinafter referred to as "COUNTY"), with offices located at 421 N. County Farm Road, Wheaton, IL 60187 and the Village of Woodridge, a municipal corporation (hereinafter referred to as "VILLAGE"), with offices located at 5 Plaza Drive, Woodridge, Illinois, 60517. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a "PARTY" or together as "PARTIES."

RECITALS

WHEREAS, the COUNTY, in order to facilitate the free flow of traffic and to ensure the safety of the public, desires to reconstruct the North and South Frontage Roads along $\text{CH}33/75^{\text{TH}}$ Street between Westview Lane and Janes Avenue within the Village of Woodridge (hereinafter referred to as "PROJECT").

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the VILLAGE has requested to extend reconstruction of North Frontage Road from CH $33/75^{\rm th}$ Street County right-of-way to Woodridge Avenue (hereinafter referred to as the "WORK"), as depicted in "EXHIBIT A", attached hereto, as part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WORK into the plans for the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the PARTIES' cost and maintenance responsibilities with respect to the WORK; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the COUNTY, by virtue of its powers set forth in the "Counties Code" (55 ILCS 5/5-1001 et seq.) and the "Illinois Highway Code" (605 ILCS 5/5-101 et seq.), and the VILLAGE by virtue of its powers set forth in the "Illinois Municipal Code" (65 ILCS 5/5-1-1 et seq.) are authorized to enter into this AGREEMENT; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each PARTY, the PARTIES do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION

- 1.1. All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2. The headings of the paragraphs and subparagraphs of this AGREEMENT are included for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 SCOPE OF SERVICES

- 2.1 The COUNTY and the VILLAGE agree to cooperate in and make every effort to cause the construction of the PROJECT.
- 2.2 The COUNTY and the VILLAGE agree that the scope of the PROJECT includes removal and replacement of the existing pavement of CH33/75th North & South Frontage Roads between Westview Lane and Janes Avenue including all appurtenant and necessary work, which may include, but not limited to, curb and gutter, and/or sidewalk removal and replacement, all pavement markings, roadway signage and traffic control devices as part of the PROJECT.
- 2.3 The WORK includes the removal and replacement of the existing pavement of North Frontage Road from CH33/75th Street county right-of-way to Woodridge Drive, as requested by the VILLAGE (as depicted in "EXHIBIT A", attached hereto), including all appurtenant and necessary work, which may include but not limited to, curb and gutter, and/or sidewalk removal and replacement, all pavement markings, roadway signage and traffic control devices as part of the WORK.
- 2.4 The COUNTY has reviewed the VILLAGE's request and concurs with adding the WORK to the PROJECT subject to the terms and conditions noted herein.

3.0 RESPONSIBILITIES OF THE VILLAGE

- 3.1 The VILLAGE, at its sole cost and expense, will be responsible for 100% of the design engineering, construction engineering and construction, along with Phase II survey costs and Signage provided by COUNTY for the WORK, as set forth in 2.3 above and the VILLAGE's estimated total cost of the WORK is approximately \$163,088.00. A Funding Table is attached hereto as "EXHIBIT B" and is incorporated herein.
- 3.2 The VILLAGE agrees to reimburse the COUNTY one hundred percent (100%) of the estimated cost of design engineering (\$25,872.00) for the WORK within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.3 The VILLAGE also agrees to reimburse the COUNTY eighty percent (80%) (\$109,772.80) of the estimated total remaining costs of the WORK for Phase II survey costs, signage costs, construction engineering, and construction, (\$137,216.00) upon award of the construction contract for the WORK based upon as-bid unit prices and within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.4 The VILLAGE further agrees to reimburse the COUNTY one hundred percent (100%) of the difference between the estimated cost for reconstruction and the actual costs for the WORK, including any additional actual costs for Engineering, Surveying and Signage.
- 3.5 The VILLAGE further agrees to reimburse the COUNTY the balance of the actual cost, as referenced herein above, upon completion and acceptance of the WORK, not to be unreasonably withheld, and based upon the documentation of final costs and quantities submitted by the COUNTY with a final invoice, within sixty (60) days of receipt of a properly documented invoice from the COUNTY.
- 3.6 The PARTIES agree that the VILLAGE utilities and any known conflicts and costs associated with the same, if involved in the WORK, will be at the VILLAGE expense. Should the location of the VILLAGE's utilities vary from the information provided, resulting in unexpected utility conflict(s), all costs associated with resolving said utility conflict(s) shall be at the sole cost of the VILLAGE.
- 3.7 The VILLAGE agrees to waive all permit fees, if applicable, for the WORK and the PROJECT and the COUNTY shall only be responsible to reimburse the VILLAGE for out-of-pocket consultant costs incurred related to the PROJECT.

4.0 RESPONSIBILITIES OF THE COUNTY

- 4.1 The COUNTY and the VILLAGE agree that the COUNTY shall act as the lead agency and administer the contract for the construction of the PROJECT including the WORK. The COUNTY agrees to manage the PROJECT in the best interest of both PARTIES and keep advised officials of the VILLAGE regarding the progress of the PROJECT and the WORK.
- 4.2 The COUNTY will require its contractor to maintain traffic control devices involved in the PROJECT and the WORK according to the latest version of the Manual on Uniform Traffic Control Devices adopted by the Illinois Department of Transportation, including future revisions and editions.

5.0 FUTURE MAINTENANCE RESPONSIBILITIES

5.1 It is understood and agreed by the PARTIES hereto that this AGREEMENT is intended to address funding for design engineering, construction, and construction engineering for the WORK, with no change to existing maintenance responsibilities of the PARTIES. The COUNTY and the VILLAGE may, by separate Intergovernmental Agreement, alter future maintenance responsibilities of the PROJECT and the WORK.

6.0 GENERAL

- 6.1 Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.
- 6.2 In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the plans and specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the COUNTY Director of Transportation and the VILLAGE Administrator shall meet and resolve the issue.
- 6.3 No later than fourteen (14) days after the execution of this AGREEMENT, each PARTY shall designate a representative to the other PARTY who shall serve as the full-time representative of said PARTY during the carrying out of the construction of the WORK. Each representative shall have the authority, on behalf of such PARTY, to receive notices and make inspections relating to the WORK covered in this AGREEMENT. Representatives shall be readily available to the other PARTY.

7.0 INDEMNIFICATION

- 7.1 The COUNTY shall, to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY'S negligent or willful acts, errorsor omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.
 - 7.1.1 The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY'S or any successor's assign's authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the PARTIES rights and obligations provided for therein.
- 7.2 The VILLAGE shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.
 - 7.2.1 The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE's or any successor's or assign's authority and legal capacity

to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE's or any successor's or assign's indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the PARTIES rights and obligations provided for therein.

- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State's Attorney, is to be appointed a Special Assistant State's Attorney, as provided in 55ILCS 5/3-9008. The COUNTY'S participation in its defense shall not remove VILLAGE's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
- 7.4 Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The VILLAGE'S participation in its defense shall not remove COUNTY's duty to indemnify, defend, and hold the VILLAGE harmless, as set forth above.
- 7.5 Neither PARTY waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available tort to the other PARTY, under the law.
- 7.6 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. Except with respect to occurrences arising before the completion of the PROJECT, the VILLAGE's and COUNTY's indemnification under Section 6.0 hereof shall terminate when the PROJECT, including the WORK is completed and the VILLAGE and COUNTY each assume

its respective maintenance responsibilities as set forth in Section 5.0 hereof.

8.0 INSURANCE

8.1 The COUNTY shall require the contractor selected for the PROJECT and the WORK to name the VILLAGE as an additional-insured for the Commercial General Liability and Automobile Liability in the Special Provisions section of the contract for the PROJECT and the WORK.

9.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

- 9.1 No modification or amendment to this AGREEMENT shall be effective until approved by the PARTIES in writing.
- 9.2 Prior to commencement of the WORK, either PARTY may terminate this AGREEMENT by giving written notice of said termination to the other PARTY; a termination shall be effective immediately unless specific termination date has been agreed upon. If termination is requested after the WORK as begun, the VILLAGE shall remain responsible for all costs associated with construction activities completed to-date as part of the WORK. In such case, the COUNTY will take all reasonable steps to suspend construction related to the WORK as quickly as is reasonably practicable.
- 9.3 This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within two (2) years subsequent to the execution of this AGREEMENT.

10.0 ENTIRE AGREEMENT

10.1. This AGREEMENT represents the entire AGREEMENT between the PARTIES with respect to the PROJECT and supersedes all previous communications or understandings whether oral or written.

11.0 NON-ASSIGNMENT

11.1. This AGREEMENT shall not be assigned by either PARTY without the written consent of the other PARTY, whose consent shall not be unreasonably withheld.

12.0 NOTICES

12.1. Any notice required shall be deemed properly given to the PARTY to be notified at the time it is personally delivered, or three days after it is mailed by certified mail, return receipt requested, or at the time it is sent by confirmed email, to the PARTY's address. The address of each PARTY is as specified below. Either PARTY may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Village of Woodridge

5 Plaza Drive

Woodridge, IL 60517 ATTN: Al Stonitsch

Village Administrator

Phone: 630- 852-7000

Email: astonitsch@woodridgeil.gov

County of DuPage

421 N. County Farm Road

Wheaton, IL 60187

ATTN: Stephen M. Travia, P.E.

Director of Transportation

Phone: 630-407-6900

Email: Stephen.travia@dupagecounty.gov

13.0 AUTHORITY TO EXECUTE/RELATIONSHIP

- 13.1 The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signature as affixed below represent that the signing PARTY has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- 13.2. This AGREEMENT shall not be deemed or construed to create an employment, joint venture, partnership, or other agency relationship between the PARTIES.

14.0 GOVERNING LAW

- 14.1 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.
- 14.2 The forum for resolving any disputes concerning the PARTIES' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court of DuPage County.

15.0 SEVERABILITY

15.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

16.0 FORCE MAJEURE

16.1 Neither PARTY shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires, and natural disasters.

17.0 COUNTERPARTS

17.1 This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

IN WITNESS whereof, the PARTIES set their hands and seals as of the date first written above.

COUNTY OF DU PAGE

Signature on file

Deborah	ı A.	Cor	roy,	Chair,
DuPage	Cour	nty	Board	l

Gina Cunningham Mayor



ATTEST:

Signature on file

Jean Kaczmarek County Clerk Joseph Heneghan Village Clerk

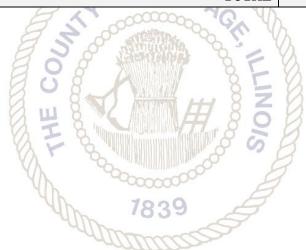
EXHIBIT A



EXHIBIT B

ESTIMATED WORK COSTS

DESCRIPTION	ESTIMATED VILLAGE COST
Design Engineering (15% of construction) + Phase II survey cost (\$7,782.00)	\$ 25,872.00
Construction Engineering (12% of construction)	\$ 14,472.00
Signage provided by County	\$ 2,145.00
Construction	\$120,599.00
TOTAL	\$163,088.00



ENGINEER'S SUGGESTED COST ESTIMATES



Local Public Agency Village of Woodridge

County DuPage

Section 25-00233-10-CH

Route CH33- 75th Street - North Frontage Road Extension, From Woodridge Drive to County Right of Way

The undersigned submits herewith his schedule of prices covering the work to be performed under this contract; he understands that he must show in the schedule the unit prices for which he proposes to perform each item of work; that the extensions must be made by him, and if not so done, his proposal may be rejected as irregular.

Schedule for Single Bid

(For complete information covering these items, see plans and specifications.)

Bidder's Proposal for making Entire Improvements

SP		DESCRIPTION	UNIT	QNTY	ι	JNIT PRICE	AMOUNT
	1	EARTH EXCAVATION	CU YD	128	\$	75.00	9,600.00
BDE	2	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	13	\$	45.00	576.00
	3	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	63	\$	8.00	504.00
	4	SEEDING, CLASS 2A	ACRE	0.01	\$	6,000.00	60.00
	5	NITROGEN FERTILIZER NUTRIENT	POUND	5.0	\$	3.50	17.50
	6	POTASSIUM FERTILIZER NUTRIENT	POUND	5.0	\$	3.50	\$ 17.5
	7	EROSION CONTROL BLANKET	SQ YD	49	\$	1.75	85.7
	8	SODDING, SALT TOLERANT	SQ YD	14	\$	10.00	140.0
	9	SUPPLEMENTAL WATERING	UNIT	1	\$	200.00	\$ 200.0
	10	INLET FILTERS	EACH	4	\$	225.00	\$ 900.0
	11	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	1,385	\$	10.00	13,850.0
	12	BITUMINOUS MATERIALS (PRIME COAT)	POUND	3,117	\$	0.50	1,558.5
	13	BITUMINOUS MATERIALS (TACK COAT)	POUND	624	\$	1.25	780.0
	14	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	349	\$	90.00	31,410.0
	15	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	116	\$	95.00	11,020.0
	16	PROTECTIVE COAT	SQ YD	11	\$	1.25	13.7
	17	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	101	\$	15.00	1,515.0
	18	DETECTABLE WARNINGS	SQ FT	18	\$	45.00	810.0
	19	PAVEMENT REMOVAL	SQ YD	1,385	\$	12.00	16,620.0
	20	COMBINATION CURB AND GUTTER REMOVAL	FOOT	100	\$	9.00	900.0
	21	SIDEWALK REMOVAL	SQ FT	102	\$	3.00	306.0
*	22	COMBINATION CURB AND GUTTER REMOVAL AND REPLACEMENT	FOOT	100	\$	75.00	7,500.0
	23	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.12	FOOT	101	\$	40.00	4,040.0
	24	CHANGEABLE MESSAGE SIGN	CAL DA	14	\$	50.00	700.0
	25	SHORT TERM PAVEMENT MARKING	FOOT	13	\$	1.50	19.5
	26	SHORT TERM PAVEMENT MARKING REMOVAL	SQFT	26	\$	2.50	65.0
	27	TEMPORARY PAVEMENT MARKING - LINE 24" PAINT	FOOT	13	\$	5.00	65.0
	28	THERMOPLASTIC PAVEMENT MARKING - LINE 12"	FOOT	60	\$	7.00	\$ 420.0
	29	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FOOT	13	\$	10.00	130.0
	30	RELOCATE SIGN PANEL ASSEMBLY - TYPE A	EACH	1	\$	250.00	\$ 250.0
D1	31	TEMPORARY ACCESS (COMMERCIAL ENTRANCE	EACH	3	\$	475.00	1,425.0
*	32	TEMPORARY STONE	TON	8	\$	25.00	\$ 200.0

Exhibit B Page 3 of 5

	33	MOBILIZATION	L SUM	0.08	\$ 50,000.00	\$ 4,000.00
*	34	ENGINEER'S FIELD OFFICE, TYPE A	CAL MO	0.5	\$ 5,000.00	\$ 2,500.00
*	35	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	0.08	\$ 75,000.00	\$ 6,000.00
*	36	CONSTRUCTION LAYOUT	L SUM	0.08	\$ 30,000.00	\$ 2,400.00

*	PROJECT SPECIFIC SPECIAL PROVISIONS	SUBTOTAL	\$ 120,598.50
D1	IDOT DISTRICT 1	CONTINGENCY (0%)	
BDE	IDOT BUREAU OF DESIGN AND ENVIRONMENTAL	TOTAL ESTIMATED AMOUNT	\$ 120,598.50

ITEMIZED PROJECT DETAILS

DuPage County Division of Transportation

Maintenance

140 N. County Farm Road Wheaton, Illinois 60187 (630) 407-6920 Prepared By: J.Tunzi

Date: Apr 07, 2025

Date Work Done: Quote
Supervisor Approval: E.Morgan

Account To Be Billed	
75th st frontage rd north extension	Work Requested By:

Type of	work	done/	Location	of	Job
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Fabricate 4 12x24 5 30x30

LABOR							
POSITION			URS OVERTIME	REG RATE	TOTAL COST		
EQUIPMENT OPERATOR II	1	2		\$51.26	\$102.52		
HEAVY EQUIP CREW LEADER	1	2		\$57.05	\$114.10		
EQUIPMENT OPERATOR II	2	6		\$51.26	\$615.12		
TOTAL LABOR CHARGES		10	0		\$831.74		

EQUIPMENT							
EQUIPMENT TYPE	# OF	QUANTIT	UNIT	TO	TAL		
EQOII MENT TITE	UNITS	Y (hours or	COST	PER	CO	ST	
SERVICE / UTILITY TRUCK	1	6.0	\$32.43	HOUR	\$194	4.59	
ARROW BOARD (Trailer Mounted)	1	6.0	\$5.87	HOUR	\$35	.22	
TOTAL EQUIPMENT CHARGES				•	\$ 2	229.81	

MATERIALS						
MATERIAL TYPE	QUANTIT Y	UNIT COST	TOTAL COST			
12X24 (Arrow-Ahead) - Completed	4	\$18.63	EACH	\$74.52		
SS 30X30 - COMPLETED DG3	5	\$41.65	EACH	\$208.25		
10 FT POST	9	\$63.63	EACH	\$572.67		
42 inch BASE	9	\$25.29	EACH	\$227.61		
TOTAL OTHER MATERIAL CHARGES						
	OUNT TO BE IN	VOICED		\$ 1,083.05 \$2,144.60		

Updated 06/24/2022



State of Illinois

Counties of DuPage Will and Cook

THE VILLAGE OF WOODRIDGE

To all to whom these presents shall come greetings:

This is to certify that I, Joseph Heneghan, am the duly appointed, qualified and acting Village Clerk of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois; that I am the Keeper of the files, records, and seal of the said Village; that the following is a true, perfect and correct copy of

RESOLUTION-2025-46

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF WOODRIDGE AND THE COUNTY OF DUPAGE, ILLINOIS, FOR 75TH STREET'S NORTH FRONTAGE ROAD REHABILITATION WITHIN THE VILLAGE'S RIGHT-OF-WAY

As it appears from the files in my office now remaining. I further state that this certification is issued under my hand and seal of the Village of Woodridge as provided for in Chapter 735 ILCS 5/8-1203.

In Witness Whereof, I have hereunto set my hand and caused to be affixed the Corporate Seal of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois.

Done at Woodridge, Illinois this 12th day of May 2025.

Signature on file

Joseph Heneghan Village Clerk

OFFICE OF THE VILLAGE CLERK

Resolution No.

RES-2025-46

Resolution Approving an Intergovernmental Agreement Between the Village of Woodridge and the County of DuPage, Illinois, for 75Th Street's North Frontage Road Rehabilitation Within the Village's Right-Of-Way

WHEREAS, the Village of Woodridge (the "Village") and the County of DuPage (the "County") are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 *et seq.*;

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with the State to exercise, combine or transfer any power or function;

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens;

WHEREAS, the County of DuPage plans to resurface 75th Street's Frontage Roads in 2025.

WHEREAS, The Village will reimburse the County for costs associated to extending the resurfacing limits to include North Frontage Road with the Village's ROW.

WHEREAS, the Reimbursement costs to the County are detailed in Exhibit A, attached hereto and incorporated by reference herein.

WHEREAS, the corporate authorities have reviewed the Intergovernmental Agreement between the Village and the County for the North Frontage Road resurfacing and have determined it to be in the public interest to approve the agreement in substantially the form attached hereto as "Exhibit A," subject to final approval of the agreement terms and conditions by the Village Attorney.

BE IT RESOLVED by the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will and Cook Counties, Illinois, a home rule municipality in the exercise of its home rule powers, hereby approves the Intergovernmental Agreement Between the Village of Woodridge and the County of DuPage, Illinois, for Reconstruction of North Frontage Road Woodridge Drive to CH 33/75th Street, subject to Village Attorney approval.

Resolution No.

RES-2025-46

PASSED this 1st day of May, 2025.

RESULT: ADOPTED [6 TO 0]

MOVER: Curtis Nekovar, Trustee

SECONDER: Jennifer L Anteliz, Trustee

AYES: Nekovar, Blair, Anteliz, Page, Krucek, Kagann

ABSENT: Mike Martinez

APPROVED this 1st day of May, 2025.



ATTEST:

Signature on file

Joe Herieghan, Village Clerk 5/12/2025

Filed in the Office of the Village Clerk and published in pamphlet form by authority of the Mayor and Board of Trustees of the Village of Woodridge, DuPage, Will, and Cook Counties, Illinois, this 1st day of May, 2025.

Signature on file

Joe Herieghan, Village Clerk 5/12/2025