

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND VILLAGE OF HANOVER PARK FOR VILLAGE CENTER IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this 23rd day of June, 2025, by and between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the "COUNTY") and VILLAGE OF HANOVER PARK, a body politic and corporate, with offices at 2121 W. Lake Street, Hanover Park, Illinois (hereinafter referred to as the "VILLAGE").

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act" and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the "Intergovernmental Cooperation Act" and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

WHEREAS, the Illinois General Assembly has granted the VILLAGE authority to operate, maintain and keep in repair necessary VILLAGE facilities, and to enter into agreements for those purposes pursuant to 65 ILCS 5/11-129-1 (hereinafter "PROJECT"); and

WHEREAS, the COUNTY has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts; and

WHEREAS, the PROJECT will benefit local citizens by improving the existing elements of Hanover Park Village Center improving the economic development in the Village, and

WHEREAS, in order to coordinate their respective roles in the PROJECT, the COUNTY and VILLAGE have agreed to the terms and conditions set forth in this AGREEMENT; and

WHEREAS, the VILLAGE shall undertake the PROJECT and the COUNTY shall reimburse the VILLAGE for PROJECT expenses up to Thirty thousand dollars (\$30,000) in accordance with the terms and conditions of 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 to the other, the parties do hereby mutually covenant, promise and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
- 1.3 The COUNTY and VILLAGE shall be referred to herein collectively as the "Parties," or individually as a "Party."

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the installation of art elements at a property owned by the Village of Hanover Park. The Project is more fully described in the application attached as **Exhibit A** to this Agreement.
- 2.2 The PROJECT shall be undertaken essentially in accord with the plans, as prepared by the VILLAGE's Staff which have been mutually approved by the VILLAGE and the COUNTY, and which document is attached hereto and incorporated herein as **Exhibit A**.

3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at one hundred thousand dollars (\$100,000)
- 3.2 It is the intention of the Parties that up to thirty thousand dollars (\$30,000) in Project costs will be reimbursed by the COUNTY. The COUNTY, by this AGREEMENT, does not assume responsibility for directly paying any PROJECT costs and shall only be responsible for reimbursing portions of the VILLAGE'S PROJECT costs.
- 3.3 Allowable PROJECT expenses may include third-party professional services (architect/engineering fees, construction management, etc.), construction (labor and materials), bidding related costs, advertising, permit fees, and other related construction costs. Notwithstanding the foregoing, allowable expenses shall not include administrative costs, overhead, payroll or accounting services.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The VILLAGE shall be responsible for submitting copies of all plans, specifications, bid documents, permit applications and related correspondence to

the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of verifying the PROJECT's work components have been completed.

- 4.4 The VILLAGE shall submit one final invoice to the COUNTY upon the completion of the material portion of the project. Repaving, landscaping or other seasonal work shall not be considered a material portion of this PROJECT. The COUNTY shall remit payment to the VILLAGE within 30 days of submission of invoice.
- 4.5 The VILLAGE shall make direct payments to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE.
- 4.6 The VILLAGE'S contractors and consultants shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors and consultants maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and strictly enforce all applicable safety law, rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality or other unit of government in the construction of public improvements.
- 4.7 The VILLAGE shall provide the COUNTY unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for reimbursement.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY reserves the right to review the PROJECT'S plans, specifications and bid documents prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto.
- 5.2 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT.
- 5.3 Upon receipt of the VILLAGE'S invoice, and all necessary supporting documentation, the COUNTY shall promptly reimburse the VILLAGE for approved costs associated with the PROJECT. The total reimbursement amount paid by the COUNTY to the VILLAGE shall not exceed Thirty thousand dollars (\$30,000.00). In the event PROJECT costs total less than Thirty thousand dollars (\$30,000.00), the VILLAGE's total reimbursement amount shall be one hundred percent (100%) of the actual total PROJECT costs.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The Parties shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT. Nothing in this agreement shall be found to act as an approval of any specific works which require separate county permitting approval, such as stormwater or building permits.

7.0 INDEMNIFICATION.

- 7.1 To the extent permitted by law, each Party ("First Party") shall indemnify, hold harmless and defend the other Party ("Second Party"), and any of the Second Party's officials, officers, and employees from and against all liability, claims, suits, demands, liens, 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 First Party's negligent or willful acts to the fullest extent that each Party is so authorized under the law; provided, however, that the First Party shall not be obligated to indemnify, hold harmless and defend the Second Party for any negligent or intentional wrongful misconduct or omissions by the Second Party's officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers as additional insureds on said consultant's and contractor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, and their respective elected and appointed officials, employees, agents and volunteers from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the Parties, their officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or Paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. 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. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the Parties or their consultants, contractors or agents. The First Party's indemnification of the Second Party shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The Parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both Parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment to this AGREEMENT pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect the completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT.
- 9.2 All funds must be expended prior to November 30, 2025. Failure to submit funding requests before November 30, 2025 shall render payment of the funds under this agreement subject to re-appropriation by the DuPage County Board.

10.0 ENTIRE AGREEMENT.

- 10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between Parties.
- 10.2 There are no other covenants, warranties, representations, promises, conditions or understandings; either oral or written, other than those contained herein.
- 10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.
- 10.4 In event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 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.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

ON BEHALF OF THE VILLAGE:

Juliana Maller
Village Manager
2121 Lake Street
Hanover Park, IL 60133

ON BEHALF OF THE COUNTY:

Jeremy Custer
Senior Advisor
421 N. County Farm Road
Wheaton, IL 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The Parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining Party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO THIRD-PARTY BENEFICIARY.

- 15.1 This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and/or entity who is not a party to this Agreement or to acknowledge, establish or impose any legal duty to any third party.

16.0 NO WAIVER OF TORT IMMUNITY.

- 16.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses and immunities available to the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act.

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

COUNTY OF DUPAGE

Deborah Conroy
Chair, DuPage County Board

ATTEST:

Jean Kaczmarek
DuPage County Clerk

VILLAGE OF HANOVER PARK

Rodney Craig
Village President

ATTEST:

Kristy Merrill
Village Clerk, Hanover Park



DuPage County
Office of the County Board
421 North County Farm Road
Wheaton, Illinois 60187-3978

MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

SECTION I Organization Information

Organization	Village of Hanover Park
Contact Person	Courtney Sage - Deputy Village Manager
Address	2121 W. Lake Street
City	Hanover Park
Phone Number	630.823.5611
Email	csage@hpil.org

SECTION II Project Description

Project Title	Downtown Village Center Phase 2 Improvements - Art
Cost of the Project	The Village is requesting up to \$30,000 for the installation of art elements listed in the description.
Brief Description of the Scope of Initiative	To further attract visitors to the downtown, the Village plans to include interactive art/furnishings at numerous locations throughout the area as part of Phase 2 of developing a Village Center. The attached map provides examples of where this art could be located. The attachment also contains examples of different elements the Phase 2 improvements may include, such as the decorative panels, interactive seating wall, fire pit, and the sculpture-like swings. Each of these pieces falls within the \$10,000 - \$30,000 range. These pieces will not simply occupy space; they will act as a landmark, sparking dialogue and inviting residents and visitors alike to connect with their community and its shared story.
Desired Outcomes	<p>The Village of Hanover Park is pursuing strategic funding to develop a Downtown Village Center in the Ontarioville area. Hanover Park is one of the few municipalities without a defined downtown or Village Center. Having a central gathering space, not only fosters a sense of community and belonging, but it also can significantly influence the economic trajectory of a community. The Village's need for a thriving downtown is further necessitated by the Illinois Tollway's approval of their 7-year capital plan. As part of this plan, the Illinois Tollway committed to the construction of the I-390 ramp extension to County Farm Rd in Hanover Park, which is directly south of the Village's future downtown. This project is scheduled to begin in 2026 and may result in increased vehicular travel through not only Hanover Park, but the surrounding north suburban area. It is imperative for the Village of Hanover Park to capitalize on this economic opportunity to further develop a downtown area and provide a location for these visitors to shop and experience what the Village has to offer.</p> <p>Phase 2 improvements include a new plaza with features designed to attract residents and visitors to the area. The interactive and accessible elements are designed to engage residents of all ages, such as a fire pit, and an outdoor shelter to provide shelter and serve as vendor space for Village-sponsored events. Ultimately, the plaza creates a central gathering space that fosters a sense of community and belonging, serving as a focal point for social interaction, cultural events, and community activities. Each year, the Village hosts a number of events including the annual Juneteenth Celebration, Holiday Tree Lighting event, and a summer festival. It is the Village's intent to continue hosting these events within the enhanced downtown area.</p>

SECTION III Signature

Member Name	Greg Schwarze \$28,000, Jim Zay \$2,000	
District	6	
Signature		

SECTION IV Supplemental Documents

Please attach the following (if applicable)

- Letters of Engagement from all involved organizations
- Vendor Ethics Disclosures
- Bid Documents
- Proof of Good Standing with IL Secretary of State for all partner organizations
- Tax Documents (such as W-9 forms, where applicable)



Village of Hanover Park Administration

Municipal Building
2121 West Lake Street, Hanover Park, IL 60133
630-823-5600 tel 630-823-5786 fax

hpil.org

Village President
Rodney S. Craig

Village Clerk
Kristy Merrill

Trustees
Troy Albuck
Yasmeen Bankole
Liza Gutierrez
Jon Kunkel
Herb Porter
Bob Prigge

Village Manager
Juliana A. Maller

April 1, 2025

DuPage County Board District 6
421 N. County Farm Road
Wheaton, IL 60187

Dear Esteemed District 6 County Board Members,

The Village of Hanover Park is pursuing strategic funding to develop a Downtown Village Center in the Ontarioville area. Hanover Park is one of the few municipalities without a defined downtown or Village Center. Having a central gathering space not only fosters a sense of community and belonging, but it also can significantly influence the economic trajectory of a community.

The Village's need for a thriving downtown is further necessitated by the Illinois Tollway's approval of their 7-year capital plan. As part of this plan, the Illinois Tollway committed to the construction of the I-390 ramp extension to County Farm Rd in Hanover Park, which is directly south of the Village's future downtown. This project is scheduled to begin in 2026 and may result in increased vehicular travel through not only Hanover Park, but the surrounding north suburban area. It is imperative for the Village of Hanover Park to capitalize on this economic opportunity to further develop a downtown area and provide a location for these visitors to shop and experience what the Village has to offer.

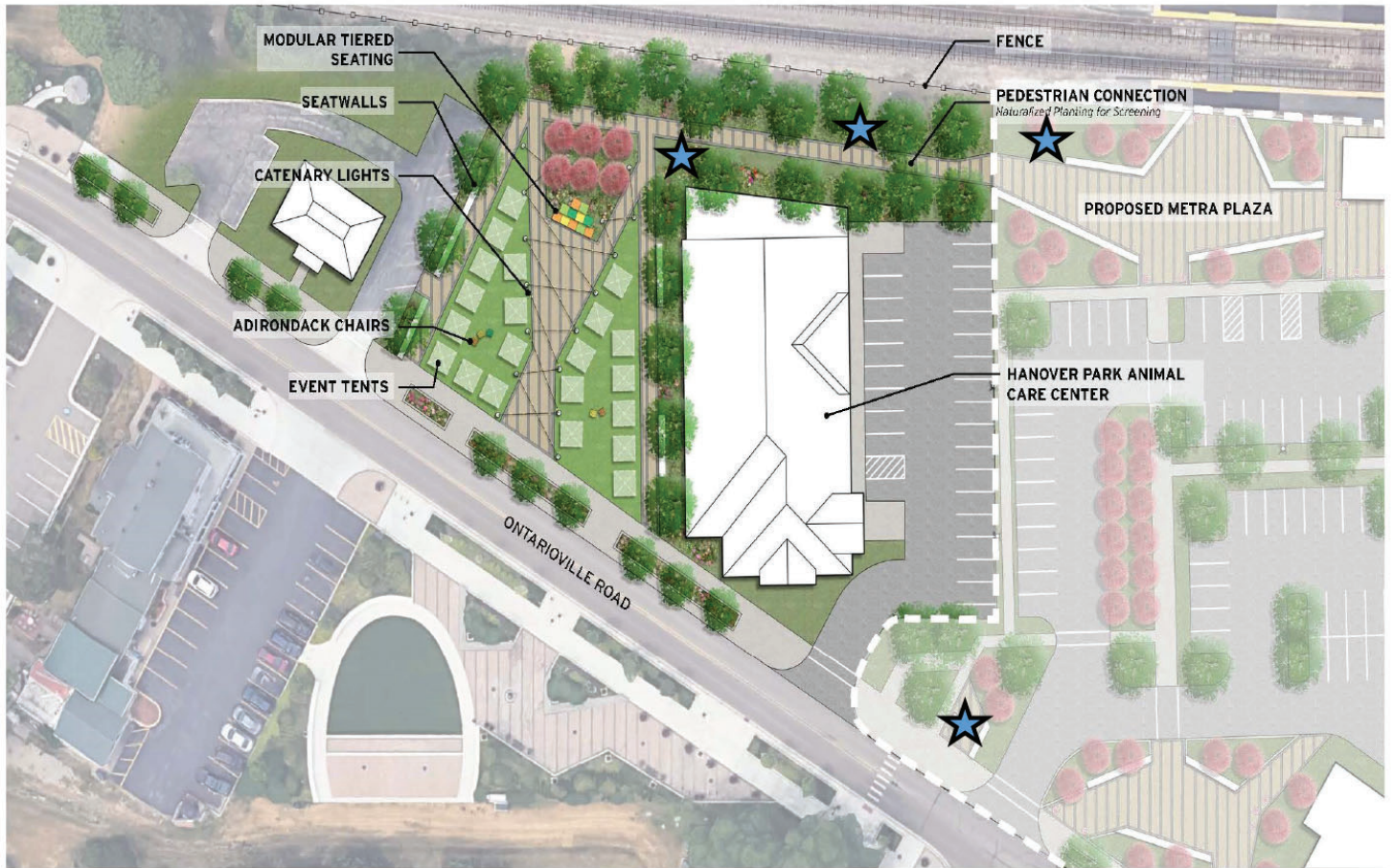
The Village is currently in the design process for Phase 2 of this downtown development. Phase 2 improvements include a new plaza with features designed to attract residents and visitors to the area. The interactive and accessible elements are designed to engage residents of all ages, such as a fire pit, and an outdoor shelter to provide shelter and serve as vendor space for Village-sponsored events. Ultimately, the plaza creates a central gathering space that fosters a sense of community and belonging, serving as a focal point for social interaction, cultural events, and community activities. Each year, the Village hosts a number of events including the annual Juneteenth Celebration, Holiday Tree Lighting event, and a summer festival. It is the Village's intent to continue hosting these events within the enhanced downtown area.

To further attract visitors to this area, the Village plans to include interactive art/furnishings at numerous locations throughout the plaza and downtown. The attached map provides examples of where this art could be located. The attachment also contains examples of different elements the Phase 2 improvements may include, such as the decorative panels, interactive seating wall, fire pit, and the sculpture-like swings. Each of these pieces falls within the \$10,000 - \$30,000 range. These pieces will not simply occupy space; they will act as a landmark, sparking dialogue and inviting residents and visitors alike to connect with their community and its shared story.

Sincerely,



Rodney S. Craig
Village President



ONTARIOVILLE PHASE TWO

OPEN SPACE EXPANSION - CONCEPT A

HANOVER PARK, IL

SCALE: 1" = 40'
NORTH
MARCH 20, 2025

PREPARED FOR:
VILLAGE OF
HANOVER PARK

THE
LAKOTA
GROUP



ONTARIOVILLE PHASE TWO

OPEN SPACE EXPANSION| SITE ELEMENTS IMAGERY

HANOVER PARK, ILLINOIS

DRAFT

THE
LAKOTA
GROUP.

MARCH 20, 2025



ONTARIOVILLE PHASE TWO

OPEN SPACE EXPANSION | *SITE ELEMENTS IMAGERY*

HANOVER PARK, ILLINOIS

MARCH 20, 2025

DRAFT

**THE
LAKOTA
GROUP.**

QUOTATION

DATE: 4/14/2025

LAYOUT #: PLF2200-108847

PROJECT NAME: Ontarioville Open Space Expansion

LOCATION: Illinois, U.S.A

CUSTOMER NAME: Lexi Paus

E-MAIL: apaus@thelakotagroup.com

MODEL	DESCRIPTION	QUANTITY	PRICE/UNIT	SUBTOTAL
MPF-2200-00007	PIXEL PANEL, SHORT, INTERIOR	2	\$ 100.00	\$ 200.00
MPF-2200-00003	PIXEL PANEL, TALL, INTERIOR	14	\$ 165.00	\$ 2310.00
MPF-2200-00005	PIXEL PANEL, SHORT, EXTERIOR	6	\$ 95.00	\$ 570.00
MPF-2200-00001	PIXEL PANEL, TALL, EXTERIOR	14	\$ 150.00	\$ 2100.00
MPF-2200-00033	PIXEL FOOT, LEVELLING ASSY	24	\$ 45.00	\$ 1080.00
MPF-2200-00028	PIXEL TOP, TM ASH WOOD, STYLE 2, REC PROFILE	6	\$ 585.00	\$ 3510.00
MAC-9999-00093	PIXEL SITE ASSEMBLY HARDWARE	1	\$ 0.00	\$ 0.00

Sub Total \$ 9,770.00

\$ 9,770.00

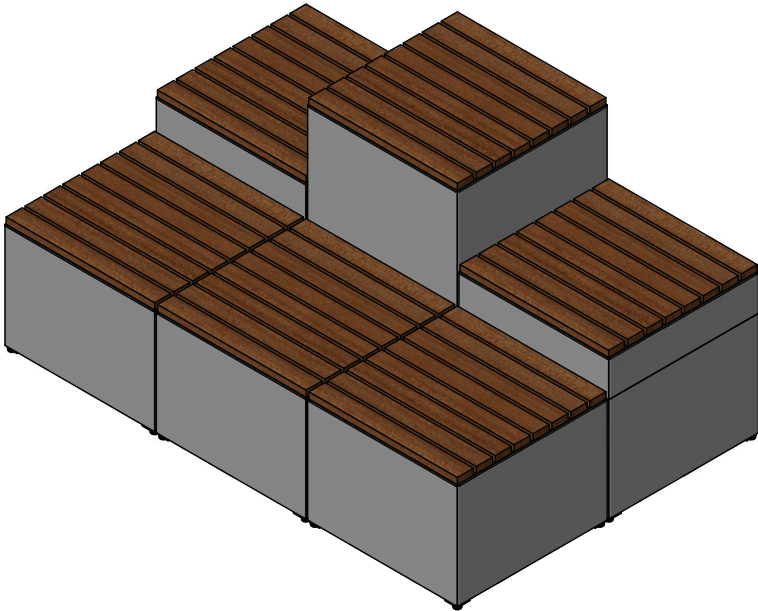
1) Please contact MAGLIN for shipping cost
* Shipping and taxes are not included

Quoted prices valid for 60 days from quote date. This is an estimate only, please contact your Maglin Representative for a formal quote.


APPROVED BY:	
DATE:	

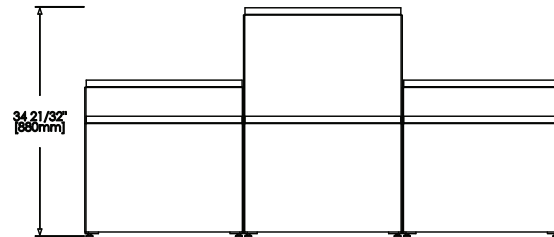
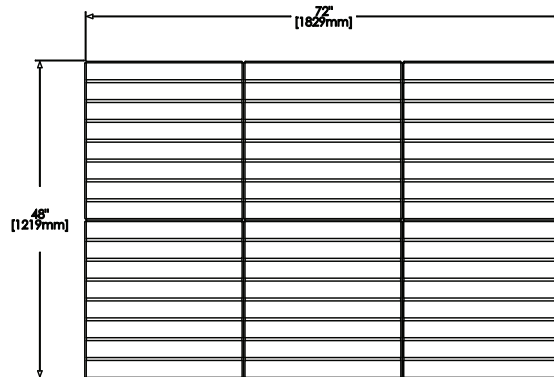
Note: it is the responsibility of the signee to ensure that the site dimensions match to product being supplied. Maglin will manufacture to these approved dimensions.

ITEM	QTY	DESCRIPTION	MODELNUMBER
1	2	PIXEL PANEL, SHORT, INTERIOR	MPF-2200-00007
2	14	PIXEL PANEL, TALL, INTERIOR	MPF-2200-00003
3	6	PIXEL PANEL, SHORT, EXTERIOR	MPF-2200-00005
4	14	PIXEL PANEL, TALL, EXTERIOR	MPF-2200-00001
5	24	PIXEL FOOT, LEVELLING ASSY	MPF-2200-00033
6	6	PIXEL TOP, TM ASH WOOD, STYLE 2, REC PROFILE	MPF-2200-00028
7	1	PIXEL SITE ASSEMBLY HARDWARE	MAC-9999-00093



* PLEASE NOTE COLORS IN THIS DRAWING DO NOT REFLECT YOUR ORDER

 MAGLIN SITE FURNITURE WWW.MAGLIN.COM TEL.: 800-716-5506 FAX: 877-260-9393	THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF MAGLIN SITE FURNITURE. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF MAGLIN SITE FURNITURE IS PROHIBITED.	TITLE: PIXEL LAYOUT, PLF2200-108847	DATE: 4/14/2025
		MODEL NO: PLF2200-108847	
		WEIGHT: 602.42LBS	SHEET: 1 OF 2



* PLEASE NOTE DIMENSIONS ARE BASED ON A FOOTPRINT OF THE LAYOUT

MAGLIN
MAGLIN SITE FURNITURE
WWW.MAGLIN.COM
TEL.: 800-716-5506
FAX: 877-260-9393

THE INFORMATION CONTAINED IN THIS DRAWING
IS THE SOLE PROPERTY OF MAGLIN SITE FURNITURE
ANY REPRODUCTION IN PART OR AS A WHOLE
WITHOUT THE WRITTEN PERMISSION OF MAGLIN
SITE FURNITURE IS PROHIBITED.

TITLE:
PIXEL LAYOUT, PLF2200-108847
MODEL NO:
PLF2200-108847
WEIGHT:
602.42LBS

DATE:
4/14/2025

SHEET:
2 OF 2