# INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF OAK BROOK FOR STORM WATER SYSTEM IMPROVEMENTS

This INTERGOVERNMENTAL AGREEMENT (the "AGREEMENT") is made this \_\_\_ day of April, 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 OAK BROOK, a body politic and corporate, with offices at 1200 Oak Brook Road, Oak Brook, Illinois (hereinafter referred to as the "VILLAGE").

#### RECITALS

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 stormwater infrastructure in the area of Oak Brook Road in Oak Brook, 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 twenty thousand dollars (\$20,000) 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 expansion of existing detention basins at a property owned by the Village of Oak Brook. 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 B.

#### 3.0 FUNDING.

- 3.1 The PROJECT'S gross total expenses are estimated at one hundred and fifty thousand dollars (\$150,000).
- 3.2 It is the intention of the Parties that up to twenty thousand dollars 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 twenty thousand dollars (\$20,000.00). In the event PROJECT costs total less than twenty thousand dollars (\$20,000.00), 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/Non-Appropriation.

- 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 appropriated under this agreement shall be expended prior to November 30, 2025. Should the Village fail to expend all funds governed by this agreement prior to November 30, 2025, the County's obligation to reimburse the Village becomes subject to reappropriation of Fiscal Year 2026 funds 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 or 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:

Greg Summers, Village Manager 1200 Oak Brook Road Oak Brook, IL 60523

#### ON BEHALF OF THE COUNTY:

Jeremy Custer 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	VILLAGE OF OAK BROOK
Deborah Conroy Chairman	Larry Herman Village President
ATTEST:	ATTEST:
Jean Kaczmarek, County Clerk Village Clerk, Oak Brook	Netasha Scarpiniti,



#### MEMBER INITIATIVE PROGRAM APPLICATION - Please complete all sections for submission

**SECTION I Organization Information** 

Organization	Village of Oak Brook, Illinois	
Contact Person	Greg Summers, Village Manager	
Address	1200 Oak Brook Road	
City	Oak Brook,	
Phone Number	630-368-5020	
Email	gsummers@oak-brook.org	

**SECTION II Project Description** 

Project Title	Oak Brook Sports Core Flooding Reduction Project		
Cost of the Project	\$150,000 Grant request for \$20,000		
Brief Description of the Scope of Initiative	The detention expansion project that the Village of Oak Brook is proposing is currently being designed by Christoper Burke Engineering and we would like to construct this calendar year (2025). The Village is proposing \$130,000 from Village local funds and \$20,000 from the County project funds for the construction phase of the project. The Village's improvements to all other phases are 100% locally funded, including the design engineering.		
Desired Outcomes	The primary benefit of the project is to reduce flooding that will allow enhanced resident use of the other open areas of the Village's Sports Core open space property. The improvements to the Sports Core are essential to its success which will include additional stormwater drainage and compensatory storage, detention, and wetland/buffer mitigation.		

#### **SECTION III Signature**

Andrew Honig	
District 2	

#### **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)

## THE VILLAGE OF OAK BROOK

COOK AND DUPAGE COUNTIES, ILLINOIS

# RESOLUTION

NUMBER 2025-IGA-STRM-WTR-IMPRV-R-2295

# A RESOLUTION APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF OAK BROOK FOR STORM WATER SYSTEM IMPROVEMENTS

LAURENCE E. HERMAN, Village President NETASHA SCARPINITI, Village Clerk

NAVEEN JAIN MICHAEL MANZO MELISSA MARTIN JAMES NAGLE A. SURESH REDDY EDWARD TIESENGA

Village Board

Published in pamphlet form by authority of the President and the Board of Trustees of the Village of Oak Brook on this 8th day of April 2025

#### RESOLUTION NO. 2025-IGA-STRM-WTR-IMPRV-R-2295

#### A RESOLUTION

APPROVING AND AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND VILLAGE OF OAK BROOK FOR STORM WATER SYSTEM IMPROVEMENTS

WHEREAS, the Village of Oak Brook (hereinafter the "Village") is a municipal corporation with authority granted pursuant to the Illinois Constitution of 1970, to exercise certain powers and perform certain functions pertaining to its local government and affairs;

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance;

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1, provides that any power or powers, privileges or authority, exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government;

WHEREAS, the Village of Oak Brook and the County of DuPage (hereinafter the "County") are units of local government as defined in the Intergovernmental Cooperation Act and within the meaning of the Article VII, Section 10 of the Illinois Constitution;

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;

WHEREAS, the County has created the Member Initiative Program, which sets aside certain County funds for use by members within their districts with qualifying projects, including those certain stormwater system improvement project(s) within the Village (the "Project");

WHEREAS, the Project will benefit local citizens by improving the existing stormwater infrastructure around Oak Brook Road in the Village;

WHEREAS, to coordinate their respective roles in the Project, the County and Village have memorialized their understanding of the terms and conditions as provided in the Intergovernmental Agreement Between County of DuPage, Illinois and Village of Oak Brook for Water System Improvements (the "Agreement"):

WHEREAS, the Village shall undertake the Project, and the County shall reimburse the Village for Project expenses up to twenty thousand dollars (\$20,000) in accordance with the terms and conditions of said Agreement;

WHEREAS, Staff recommends the Corporate Authorities authorize and approve the Agreement with County for the Project, substantially in the form attached hereto and incorporated herein as Exhibit A:

WHEREAS, the Village of Oak Brook Corporate Authorities are of the opinion that it is in the best interests of the Village of Oak Brook to authorize the foregoing actions.

NOW, THEREFORE, BE IT RESOLVED, in open meeting assembled, by the Village President and Board of Trustees of the Village of Oak Brook, DuPage and Cook Counties, Illinois as follows:

Section One - Recitals

The Corporate Authorities hereby find that all of the recitals hereinbefore stated as contained in the preamble to this Resolution are full, true, and correct and do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section Two - Approval

The Corporate Authorities hereby approves the Agreement, substantially in the form attached hereto and made a part hereof as Exhibit A.

Section Three - Authorization and Direction

The Village Manager is hereby authorized to execute, and the Village Clerk is hereby authorized to attest the Agreement, substantially in the form attached hereto as Exhibit A, with such changes therein as shall be approved by the Village attorney and the officials of the Village executing the same, their execution thereof to constitute exclusive evidence of their approval to any and all changes or revisions therein from and after the execution and delivery of such Agreement.

Section Four - Other Actions Authorized

The officers, employees and/or agents of the Village shall take all actions necessary or reasonably required to carry out and give effect to the intent of this Resolution and otherwise to consummate the transactions contemplated herein, and shall take all actions necessary in conformity therewith including, without limitation, the execution and delivery of all documents required to be delivered in connection with the transaction contemplated herein.

Section Five - Authorization of Expenditures

The Corporate Authorities hereby authorize and direct the expenditure of all costs related to the execution of the Agreement, additionally, the Village is authorized and directed to allocate and spend all necessary funds to fulfill the requirements of the attached Agreement.

Section Six - Acts of Village Officials

That all past, present and future acts and doings of the officials of the Village that are in conformity with the purpose and intent of this resolution are hereby, in all respects, ratified, approved, authorized and confirmed.

Section Seven - Effective Date

This resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Section Eight - Publication

This resolution shall be published in book or pamphlet form as provided by the Illinois Municipal Code.

Section Nine - Conflict Clause

All resolutions, parts of resolutions or board actions in conflict herewith are hereby repealed to the extent of such conflict.

Section Ten - Saving Clause

If any section, paragraph, clause or provision of this resolution is declared by a court of law to be invalid or unconstitutional, the invalidity or unconstitutionality thereof shall not affect the validity of any other provisions of this resolution, which are hereby declared to be separable.

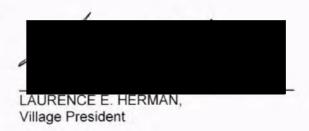
Section Eleven - Recording

This resolution shall be entered into the minutes and upon the journals of the Board of Trustees of the Village of Oak Brook.

PASSED THIS 8th day of April 2025.

Ayes:	Trustees Jain, Manzo, Martin, Nagle, Reddy, Tiesenga		
Nays:	None		
Absent:	None		

APPROVED THIS 8th day of April 2025.



ATTEST:

NETASHA SCARPINITI, Village Clerk

### EXHIBIT A

Intergovernmental Agreement

## **ATTACHMENT 1**

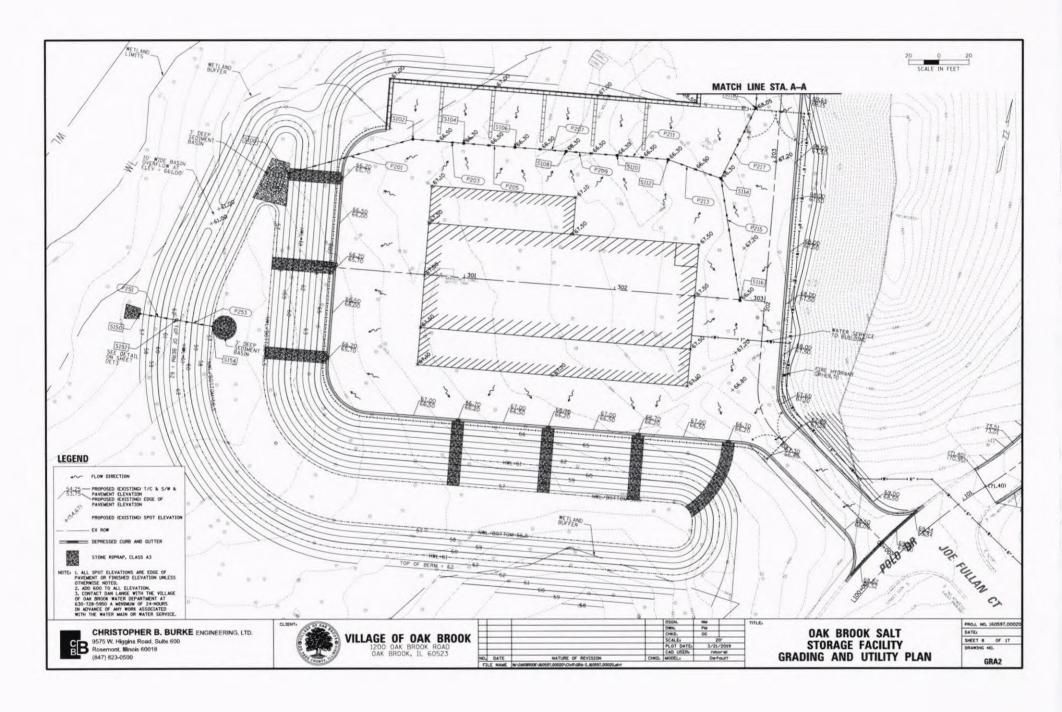
**Location Maps** 

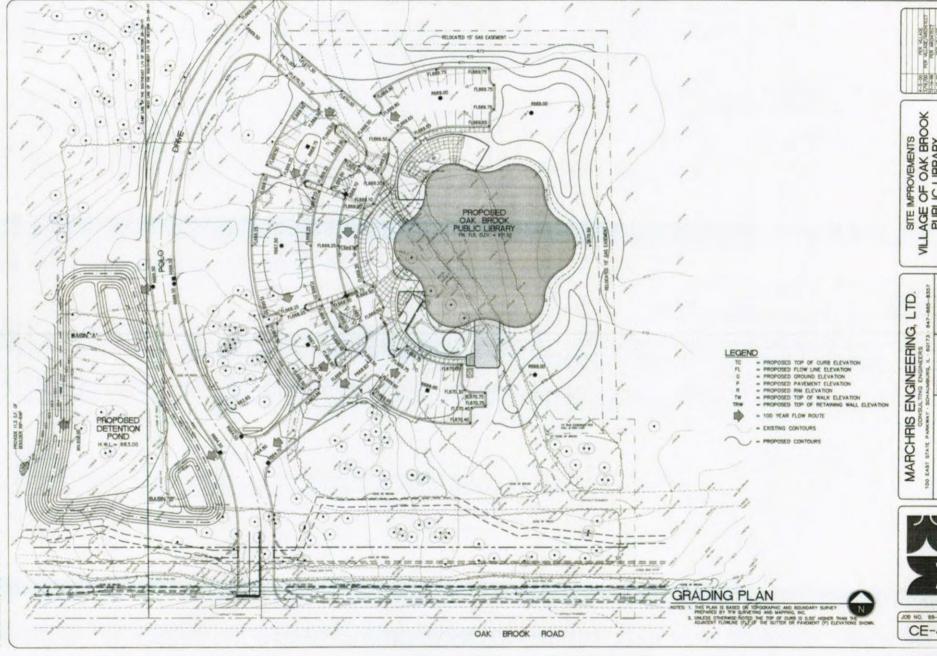
# GISConsortium Location Map



## **ATTACHMENT 2**

**Record Drawings** 

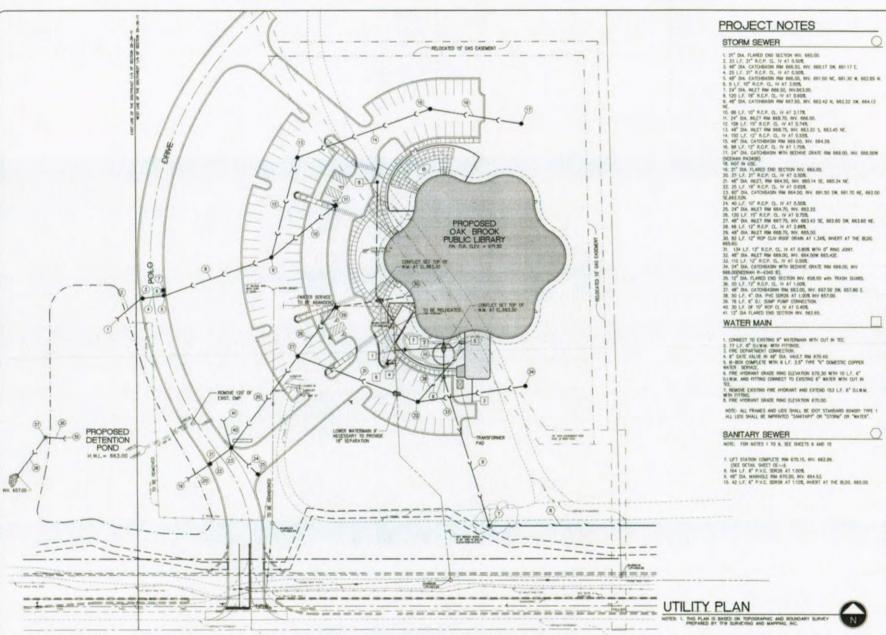




SITE IMPROVEMENTS
LAGE OF OAK BROOK
PUBLIC LIBRARY

GRADING PLAN

JOB NO. 99-088 CE-4



#### PROJECT NOTES

#### STORM SEWER

- 1. 21° DIA TLAND DIO SECTION NV. 660.00.
  2. 33 LT. 21° R.P.P. CL. IV AT 0.50%.
  3. 34° DIA CADDRAIN RNS 665.00, NV. 660.17 DR. 681.17 E.
  4. 25 LT. 21° R.P.P. CL. IV AT 0.50%.
  3. 5 LT. 21° R.P.P. CL. IV AT 0.50%.
  5. S.L. 10° R.C.P. CL. IV AT 3.00%.
  5. S.L. 21° DIA CADDRAIN RNS 665.00, NV. 662.42 N. 662.22 SK. 664.13

- 10. 56 LF. 10" R.C.P. QL IV AT 2.17%

- 37. 48 DR. CATCHEAGNER MR 953.00, NV: 857305 38. 50 LF. 4° DR. PMC SDR26 AT 1.00% RV 657.00. 55. 75 LF. 6° DI. SRAF PURP CORRECTION. 40. 30 LF. 0° 10° RDP CL IV AT 0.40% 40. 12° DR FLARED END SECTION RV. 662.65.

#### WATER MAIN

- T. REMOVE EXISTING FIRE HYDRANT AND EXTEND 153 LF. 6" DJ.W.M. WITH JITTING.

  8. FIRE HYDRANT GRADE PING SLEVATION 870.00.
- NOTE) ALL FRAMES AND LIDS SHALL BE EXIGT STANDARD 664001 TYPE ALL LIDS SHALL BE IMPRINTED "SANITARY" OR "STORM" OR "MATER".

#### SANITARY SEWER

NOTE: FOR NOTES 1 TO 9, SEE SHEETS 9 AND 10

- 7. LET STATION COMPLETE RIM 670.15, RYX. 662.68.
  (TRE DETAIL SHEET OF ~0;
  8.144 L.F. \*6" V.C. SORRE AT 1.00%
  8.46" DA. MANINCIE RIM 670.00, RYX. 664.53.
  10. 42 L.F. \*6" V.C. SORRE AT 1.12%, WARRY AT THE BLOG. 665.00.

SITE IMPROVEMENTS

LAGE OF OAK BROOK
PUBLIC LIBRARY

OM SECOND

1

10

ENGINEERING,

MARCHRIS

PLAN

4515

UTILITY PLAN

OAK BROOK ROAD

NOTES: 1. THE PLAN IS BASED ON TOPOGRAPHIC AND BOUNDARY SURVEY PREPARED BY THE SURVEYING AND MAPPING, INC.



JOB NO. 99-088 CE-5