

**FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE
CITY OF WHEATON AND THE COUNTY OF DUPAGE, ILLINOIS RELATING
TO REGULATORY CONTROL OVER THE DUPAGE COUNTY
GOVERNMENTAL CAMPUS IN WHEATON, ILLINOIS**

This First Amendment to an Intergovernmental Agreement Relating to Regulatory Control Over the DuPage County Governmental Campus in Wheaton, Illinois (this “First Amendment”) is made and entered this ____ day of _____, 2026, by and between the City of Wheaton, Illinois, with offices at 303 W. Wesley St., Wheaton, Illinois (the “City”) 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 City and County being sometimes hereinafter referred to collectively as the “Parties”.

WHEREAS, the City is a 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 First Amendment pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement Relating to Regulatory Control Over the DuPage County Governmental Campus in Wheaton, Illinois dated October 22, 2024 (the “Original IGA”); and

WHEREAS, an issue has arisen related to the ownership, maintenance and construction of water mains on the County’s campus located at Manchester Road and County Farm Road in Wheaton (“the Property”); and

WHEREAS, the Parties have determined that it is in their best interests to modify the Original IGA via this First Amendment, pursuant to the lawful authority conferred upon the Parties as units of local government; and

WHEREAS, the Corporate Authorities of the City adopted a Resolution authorizing and directing the Mayor to execute, and the City Clerk to attest, this First Amendment on behalf of the City; and

WHEREAS, the County’s Board Members have authorized the execution of this First Amendment 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:

1. **Recitals.** The above recitals are hereby incorporated into and made a part of this First Amendment as though fully set forth in this First Amendment.

2. **Modification of Intergovernmental Agreement.** Except as expressly amended by this First Amendment, the Original IGA shall remain in full force and effect, in accordance with its terms, provisions and conditions.

3. **Amendments.** Article VI of the Original IGA is hereby deleted in its entirety and replaced with the following:

ARTICLE VI
UTILITIES

A. SANITARY SEWERS AND STORM SEWERS.

1. The County currently owns the storm sewers on the Property and will continue to own any existing storm sewers and any future storm sewers that may be installed. Either the County or the Wheaton Sanitary District owns the sanitary sewers on the Property. The City will not construct, install or own any sanitary sewers or storm sewers on the Property, except by mutual agreement of the Parties.

2. The County shall be responsible for the design, construction and maintenance of all sanitary sewers and storm sewers necessary or appropriate to serve the uses currently existing or to be developed on the Property, subject to approval of the City Engineer or Wheaton Sanitary District as appropriate. All sanitary sewer and storm sewer design and construction shall be subject to City or Sanitary District ordinances and regulations, as the case may be.

B. WATER MAINS.

1. The County currently owns the water mains and water services on the Property and will transfer the water mains to the City via Bill of Sale for Ten Dollars (\$10.00) and other good and valuable consideration. Attached hereto and incorporated herein as Exhibit A is a map depicting, *inter alia*, the water mains and service lines servicing the Property. The ownership of those water mains items labeled as “Exist. DPC Campus Water Mains” on Exhibit A will be transferred by

the County to the City. The County will retain ownership of those water services labeled as “Exist./Future Service Mains” on Exhibit A. The water mains labeled “Proposed Additions” are informational only. However, if they should be constructed in the future, then the City would be the responsible party to sign the certification as owner of the completed public water supply improvement on the required IEPA permit.

2. The City will not construct or install any water mains on the Property, except by mutual agreement of the Parties. The City will not repair or maintain any water mains on the Property unless the County fails to do so in a timely manner as required by this First Amendment.

3. The County shall be responsible for the design, construction, repair and maintenance of all water mains necessary or appropriate to serve the uses currently existing or to be developed on the Property. All water main design and construction shall be subject to City ordinances and regulations and approved by the City Engineer. For all construction of additional water mains, the County shall obtain permits from the City, and the City and the County will cooperate to obtain any other necessary approvals and/or permits from the applicable governmental entities, including but not limited to the Illinois Environmental Protection Agency.

4. The County shall be responsible for repairing and maintaining all water mains currently existing or to be developed on the Property. Repairs or replacement of water mains deemed necessary by the City or the County shall not require a permit from the City but shall be made in accordance and in compliance with all state, federal, City and other applicable regulations. For emergency repairs

on water mains performed by the County, the County shall contact the City prior to closing the excavation so the City can ensure compliance with City requirements.

5. The City 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 City shall be measured through various meters at locations approved by the City.

6. If the City determines that the water mains are not being properly maintained by the County, the City will notify the County in writing with specific details of the alleged improper maintenance, location and the repairs it deems necessary to cure the related issue. If the issue requires emergency repairs that affect the safety of the City's waterworks system or the public, the County shall respond within two (2) hours and begin repairs to the system within twenty-four (24) hours of receiving said notice. If the County does not make the necessary emergency repairs to the water main within said twenty-four (24) hour period, the City may declare a default and repair the water main itself. If the issue is not of an emergency nature, the County shall take reasonable steps to repair the system within thirty (30) days of receiving said notice. If the County does not make the necessary repairs to the water main within said thirty (30) day period, the City may declare a default and repair the water main itself. If the City declares a default and repairs the water main, the County shall reimburse the City within forty-five (45) days of receipt of an invoice for all costs to repair the water main.

7. The City, its personnel, contractors, agents and equipment will be allowed reasonable access on the Property to inspect, repair or maintain the water

mains on the Property upon two (2) business days' notice, unless there is an emergency that affects the safety of the City's waterworks system or the public, in which case the City will provide notice to the County as soon as reasonably practical.

C. FEES.

From and after the execution of this Agreement, all buildings connected to the City's utilities shall be subject to the City's customary fees as outlined in Section 74-166 of the Wheaton City Code, as amended from time to time.

4. **Mutual Cooperation.** Should any person having proper standing to do so bring a cause of action before any court of competent jurisdiction challenging the method or procedures by or through which the Parties entered into the Original IGA and/or this First Amendment, the Parties agree that they shall fully cooperate to defend such cause of action. Further, and in addition to the foregoing sentence, the Parties agree that they shall, to the extent legally permissible, execute such petitions, issue such notices, conduct such meetings, including all lawfully required public hearings and to promptly pass and adopt such ordinances and resolutions and otherwise promptly exercise the respective lawful authority to effectuate the intent of the Original IGA and/or this First Amendment.

5. **Severability.** In the event that any phrase, paragraph, or portion of this First Amendment is found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining portions of this First Amendment. None of the Parties hereto shall contest the validity, legality, or enforceability of any phrase, paragraph, or portion of this First Amendment.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals on the

day and year first above written.

CITY OF WHEATON, an Illinois
municipal corporation

By: _____
Mayor, Philip J. Sues

ATTEST:

City Clerk

COUNTY OF DuPAGE, an Illinois
county

By: _____
Chair, Deborah A. Conroy

ATTEST:

County Clerk