

RESOLUTION NO. R-2024-93

A RESOLUTION AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE AND THE CITY OF WHEATON RELATING TO REGULATORY CONTROL OVER THE DUPAGE COUNTY GOVERNMENTAL CAMPUS IN WHEATON

WHEREAS, the City of Wheaton, Illinois, ("City") is an Illinois Home Rule Municipality pursuant to the provisions of Article VII, Section 6, of the Illinois Constitution of 1970; and as such the City may exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the County of DuPage, Illinois ("County") is a body politic and corporate of the State of Illinois; and

WHEREAS, the County and the City are units of local government as defined by Article VII, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, units of local government are enabled by Article VII, Section 10 of the Constitution of the State of Illinois to enter into agreements among themselves to obtain or share services and to exercise, combine, or transfer any power or function, in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, further authorizes public agencies to jointly exercise any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the County and the City are public agencies under the Intergovernmental Cooperation Act; and

WHEREAS, the County owns and operates a campus of over 150 acres ("Campus"), part of which is located in the corporate boundaries of the City; and

WHEREAS, the parties have determined that transferring the administration of certain ordinances and procedures of the City 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 City have reviewed this proposed Intergovernmental Agreement and have concluded that it will maximize efficiencies for both the County and the City while not compromising the enforcement of codes or the public health, safety, and welfare of the residents of the County and the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wheaton, Du Page County, Illinois, pursuant to its home rule powers, as well as the Illinois Constitution and the Intergovernmental Cooperation Act, as follows:

Section 1: The recitals above are hereby incorporated into this Section 1 as though fully set forth herein.

Section 2: The Mayor is hereby authorized to execute, and the City Clerk is hereby directed to attest to, the Intergovernmental Agreement between the County of DuPage and the City of Wheaton relating to regulatory control over the DuPage County Governmental Campus in Wheaton; and that a copy of that certain Intergovernmental Agreement is on file with the City Clerk's office and is incorporated herein as if fully set forth as Exhibit A.

Section 3: In the event the City Council does not adopt a text amendment to the Wheaton 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.

ADOPTED this 21st day of October 2024.

ATTEST: Andrea Rosedale
City Clerk

Philip J. Suess
Mayor

Roll Call Vote:

Ayes: Councilman Brown
Mayor Suess
Councilman Clousing
Councilwoman Robbins
Councilman Weller
Councilman Barbier
Councilwoman Bray-Parker

Nays: None
Absent: None
Motion Carried Unanimously

**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 Intergovernmental Agreement (this “Agreement”) is made and entered this 22nd day of OCTOBER, 2024, 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 as “Party” and collectively referred to 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 Agreement pursuant to the Intergovernmental Cooperation Act; and

WHEREAS, the County owns certain property presently within the City's boundaries (the "Property"), a legal description and photographic depiction are attached hereto and incorporated herein as Group Attachment "1"; 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 City adopted a Resolution authorizing and directing the Mayor to execute, and the City Clerk to attest, this Agreement on behalf of the City; and

WHEREAS, the County's Board Members have 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 City 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 City’s ordinances, codes, resolutions, rules, regulations and standards.

ARTICLE III ZONING

A. ZONING GRANT: The Property has heretofore been zoned and classified within the City’s Zoning Ordinance (“Zoning Ordinance”). The City has held a public hearing to review the Zoning Ordinance attached hereto and incorporated herein as Attachment “2” creating a DuPage County Governmental Campus District (“County District”). Within 90 days after the governing bodies of both Parties approve this Agreement, the Wheaton City Council will vote on

whether to amend its Zoning Ordinance to create the County District. If the City 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 City. 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 5.8 of the Zoning Ordinance as may be amended from time to time, but the City 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 City 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 City Council. The City Council 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 City. 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.

The Parties recognize and acknowledge there has been a long tradition of 4-H members staying overnight on the Fairgrounds property to remain with their show animals during the DuPage County Fair, to ensure their safety and well-being. This overnight activity is hereby authorized.

ARTICLE IV **GENERAL POLICE POWERS**

A. Except as provided in this Agreement, the City agrees that it will not enact any ordinance that imposes any tax, fee, charge or requirement not otherwise generally applicable to the entire City. However, nothing herein shall prevent the City 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 December 1, 2025, 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 City and to issue ordinance violation citations as it deems appropriate. After November 30, 2025, the City'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 City's Police Department shall retain the authority, but not the obligation, to enforce ordinances of the City and to issue ordinance violation citations on the Property as it deems appropriate.

C. FIRE PROTECTION: The City will continue to provide fire protection and

emergency medical services on the Property, as well as enforce the City Fire Prevention and Protection Codes. The City's Fire Department shall continue to review and approve plans and perform inspections as required by, and in accordance with, the International Fire Code.

ARTICLE V APPLICABLE MUNICIPAL STANDARDS

A. SITE DEVELOPMENT PERMITS.

The County shall submit to the City 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 City's Stormwater Regulations. The County shall be subject to any stormwater utility charge or fee the City 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 City. 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 City. 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 City in writing that any work was performed in compliance with the building plans and the IBC. During any construction on the Property, the City shall have reasonable access to the construction site and has the right, but not the obligation, to conduct inspections. If the City identifies violations of any Building Code Provisions during those inspections which the City's Director of Building and Code Enforcement 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 City's Director of Building and Code Enforcement agree the issue is resolved. In the case of an inability to resolve the issue, the Parties shall jointly choose and hire, at the County's expense, within fourteen (14) days of written notice by either Party that it believes the Parties cannot resolve the issue, 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 City.

C. SPECIAL EVENTS.

The County shall follow and comply with the City's Special Events ordinance, and shall continue to submit applications to, and receive a permit from, the City 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. Either the County or the Wheaton Sanitary District owns the sanitary

sewers on the Property. The City will not construct, install or own any water mains, sanitary sewers or storm sewers on the Property, except by mutual agreement of the Parties.

2. 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.

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 City Engineer or Wheaton Sanitary District as appropriate. All water main, sanitary sewer, and storm sewer design and construction shall be subject to City 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 City prior to closing the excavation so the City can ensure compliance with City requirements.

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

ARTICLE VII HOLD HARMLESS AND INDEMNIFICATION

To the greatest extent permitted by Illinois law, the County shall defend, indemnify and hold harmless the City 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 City 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 City 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 City'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. CITY at:

CITY OF WHEATON
c/o City Manager
303 W. Wesley Street
Wheaton, IL 60187

with a copy to:

City Attorney
303 W. Wesley St.
Wheaton, IL 60187

2. COUNTY at:

DUPAGE COUNTY
Attn: County Board Chair
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 City, 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.

ATTEST:

Andrea Rosedale
City Clerk

CITY OF WHEATON, an Illinois
municipal corporation

By: Philip J. Breen
Mayor, _____

ATTEST:

Jean Koenigsmark
County Clerk

COUNTY OF DuPAGE, an Illinois
county

By: Dee H. Bony
Chair, _____

ARTICLE

DPCGC – DUPAGE COUNTY GOVERNMENTAL CENTER DISTRICT

1. DPCGC Administration Sector.

The intent of the DPCGC Administration Sector is to provide a specific area where government offices can be located, while also ensuring that they are easily accessible to the public. Furthermore, it is to allow for the establishment, expansion, and maintenance of public uses, publicly regulated uses, and private uses that display an inherent relationship to the public interest. This zoning sector includes provisions that are appropriate for government buildings, as well as bulk requirements to ensure compatibility with adjacent land uses.

2. DPCGC Fairgrounds Sector.

The intent of the DPCGC Fairgrounds Sector is to regulate the development and use of land within the DuPage County fairgrounds to ensure the safety, health, and welfare of the public. The sector establishes regulations for the construction, operation, and maintenance of structures and facilities within the fairgrounds, including but not limited to exhibit halls, arenas, and parking lots. Additionally, the Sector seeks to balance the fairgrounds' economic, social, and recreational benefits with the surrounding community's residential and environmental concerns. It shall be applied to property owned or leased and used by the County to provide cultural, educational, recreational, and civic services to the public.

3. DPCGC Services Sector.

The intent of the DPCGC Services Sector is to provide a specific area with the primary objective of providing a centralized location for County public services, including but not limited to transportation, public works, animal services, social services, care center, and emergency management. By consolidating these services in one location, the DPCGC Services Sector promotes a coordinated and efficient approach to service delivery, ensuring that community members have convenient access to the resources they need. The infrastructure and facility requirements in the sector are geared towards promoting the provision of these services while minimizing any adverse impact on the surrounding community.

Principal Use	DPCGC 1	DPCGC 2	DPCGC3
Cultural institutions	P	P	
Libraries	P		P

County, state, municipal, federal offices	P	P	P
Police/Sheriff stations	P		P
Hospitals and/or Rehabilitation Facilities.	S		S
Public utility and/or service type uses/essential services including fully automated gas regulating stations, telephone exchanges and electric substations	S	S	S
Railroad passenger stations when not located on railroad property.	S	S	S
Towers and antennas, commercial, for radio, television, and telephone transmitting, receiving or relay stations, need not be enclosed.	S	S	S
Fairgrounds (defined as indoor and open outdoor areas where fairs or other exhibitions that are open to the public and subject to a Special Event Permit are set up temporarily. No overnight camping of any kind shall be permitted).		P	
Other governmental utility service uses similar in nature and intensity to other special uses	S	S	S
Community theaters, amateur		S	
Public Works garages and shops		S	S
Fire Stations.	P	P	P
Jails	S		S
Senior Housing Developments		S	S
Wastewater treatment plants, need not be enclosed			S
Waterworks, reservoirs, pumping stations, filtration plants and wells, need not be enclosed.			S

XX Bulk Regulations

1. No building shall be closer to any perimeter lot line than the lesser of thirty (30) feet (9.14 m.) or fifty percent (50%) of the height of such building.
2. A maximum building height of seventy-five (75) feet or five (5) stories, whichever is less.

XX Standards

All property located in this district is subject to the general standards and regulations of this article except as follows:

1. There may be more than one (1) building on a lot provided that the lot perimeter setback requirements of this ordinance are met. Off-street parking as required by Article XXII, accessory to a County-owned building, may be located anywhere within the DPCGC district without restrictions as to distance limitations set forth in Section 22.2.8.
2. All operations, activities other than outside activities which are part of the use of the Fairgrounds, and storage shall be conducted wholly inside a building or buildings, except that storage may be maintained outside a building in side yards or rear yards if no part of the storage is less than fifteen (15) feet (4.57 m.) from any lot line of the lot on which the governmental use is located and if such storage area is separated from other property (except property located in a Commercial or Industrial District) and public streets by screening as required in Article VI.
3. Exterior masonry construction requirement: All exterior walls of non-residential buildings constructed in this zoning district shall be constructed of one hundred percent (100%) masonry materials, exclusive of windows, doors, roofs, cornices, or awnings. Where a lawful building exists at the effective date of adoption of this requirement June 15, 2009 and said building was not built under the terms of this requirement, it may continue so long as it remains lawful, subject to the following provision:
 - a. If any building is destroyed or damaged by any means to the extent that the cost of restoration will exceed 50% of the cost of replacement of the entire building or structure, said building shall be restored only in conformance with the regulations of this ordinance. The extent of damage and the cost of restoration as a percentage of replacement value shall be determined by a panel consisting of a representative of the municipality, a representative of the owner and a third person acceptable to both.
 - b. If any building is remodeled or improved to an extent that the cost of said remodeling or improvement will exceed 50% of the cost of replacement of the entire building or structure, said building be remodeled or improved only in conformance with the regulations of this ordinance. The cost of the remodeling or improvement as a

percentage of replacement value shall be determined by a panel consisting of a representative of the municipality, a representative of the owner and a third person acceptable to both.

4. Dispensing of gasoline from underground storage tanks on premises shall be limited to the requirements of vehicles necessary to the conduct of a governmental use.
5. Service and maintenance of vehicles shall be permitted only as is necessary to the conduct of a governmental use.

