



Agenda Item Executive Summary

AGENDA ITEM: Intergovernmental Agreement with the Village of Hanover Park for Emergency Water Interconnection

BOARD OR COMMITTEE: Board

BUDGET IMPACT

Amount \$600,000 (Split 50/50 with Hanover Park)

Budgeted \$300,000

Fund: Water

Corresponding Activity Measure: Infrastructure Sustainability and Core Services

EXECUTIVE SUMMARY

Attached please find an intergovernmental agreement (IGA) with the Village of Hanover Park for an emergency water interconnect. Years ago the Village entered into an IGA with Hanover Park for the purchase of their well on Schick Rd. near our Schick Water Tower. Now that we are on Lake Michigan water, we have abandoned that well but still have the water main connection to their pump station making the interconnect relatively simple. The interconnect will benefit both municipalities in the event either one has an emergency and needs additional water supply therefore the costs associated with the interconnect will be split 50/50 between Bartlett and Hanover Park.

This IGA has been reviewed and approved by the DuPage Water Commission as required per our agreement.

We recommend the Village Board approve this IGA with the Village of Hanover Park.

ATTACHMENTS (PLEASE LIST)

Memo, Resolution, IGA

RELATIONSHIP TO STRATEGIC PLAN GOAL

Strategic Plan Goal: Continue to enhance and improve efficiency of service delivery methods and approaches

Short Term (1-3 Years): Routine Complex

Long Term (3-5 Years): Routine Complex

ACTION REQUESTED

- For Discussion Only
- Resolution
- Ordinance
- Motion

MOTION: I move to approve Resolution 2024-_____, a Resolution Approving an Intergovernmental Agreement Between the Village of Hanover Park and the Village of Bartlett for an Emergency Water Interconnection.

Staff: Dan Dinges, Director of Public Works Date: September 18, 2024

Memo

DATE: September 18, 2024

TO: Paula Schumacher
Village Administrator

FROM: Dan Dinges, PE
Director of Public Works

SUBJECT: Intergovernmental Agreement with the Village of Hanover Park for Emergency Water Interconnect

Attached please find an intergovernmental agreement (IGA) with the Village of Hanover Park for an emergency water interconnect. Years ago the Village entered into an IGA with Hanover Park for the purchase of their well on Schick Rd. near our Schick Water Tower. Now that we are on Lake Michigan water, we have abandoned that well but still have the water main connection to their pump station making the interconnect relatively simple. The interconnect will benefit both municipalities in the event either one has an emergency and needs additional water supply therefore the costs associated with the interconnect will be split 50/50 between Bartlett and Hanover Park.

This IGA has been reviewed and approved by the DuPage Water Commission as required per our agreement.

We recommend the Village Board approve this IGA with the Village of Hanover Park.

MOTION: I move to approve Resolution 2024-_____, a Resolution Approving an Intergovernmental Agreement Between the Village of Hanover Park and the Village of Bartlett For an Emergency Water Interconnection.

RESOLUTION 2024 - _____

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF HANOVER PARK AND THE VILLAGE OF BARTLETT
FOR AN EMERGENCY WATER INTERCONNECTION**

WHEREAS, the Village of Bartlett and the Village of Hanover Park (collectively known as the "Villages") are desirous of participating in the creation of an emergency water connection between both Villages public water supply systems which connection would enhance the health, safety and welfare of both municipalities; and

WHEREAS, both Villages are supplied with Lake Michigan water from independent water supply systems; and

WHEREAS, it is unlikely that both water supply systems would be out of service concurrently; and

WHEREAS, both municipalities concur that a water supply connection between the communities would be beneficial as a supplemental source of water during an emergency;

NOW THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, as follows:

SECTION ONE: The Intergovernmental Agreement Between the Village of Hanover Park and the Village of Bartlett for Sharing of Costs for the Use of Emergency Water Interconnect is hereby approved.

SECTION TWO: That the Village President and the Village Clerk are hereby authorized and directed to sign and attest, respectively, the Agreement on behalf of the Village of Bartlett.

SECTION THREE: SEVERABILITY. The various provisions of this Resolution are to be considered as severable, and of any part or portion of this Resolution shall be held invalid by any Court of competent jurisdiction, such decision shall not affect the validity of the remaining provisions of this Resolution.

SECTION FOUR: REPEAL OF PRIOR RESOLUTIONS. All prior Ordinances and Resolutions in conflict or inconsistent herewith are hereby expressly repealed only to the extent of such conflict or inconsistency.

SECTION FIVE: EFFECTIVE DATE. This Resolution shall be in full force and effect upon passage and approval.

ROLL CALL VOTE:

AYES:

NAYS:

ABSENT:

PASSED: October 1, 2024

APPROVED: October 1, 2024

Kevin Wallace, Village President

ATTEST:

Lorna Giles, Village Clerk

CERTIFICATION

I, the undersigned, do hereby certify that I am the Village Clerk of the Village of Bartlett, Cook, DuPage and Kane Counties, Illinois, and that the foregoing is a true, complete and exact copy of Resolution 2024 - _____ enacted on October 1 2024, and approved on October 1, 2024, as the same appears from the official records of the Village of Bartlett.

Lorna Giles, Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BARTLETT
AND THE VILLAGE OF HANOVER PARK FOR AN EMERGENCY WATER
INTERCONNECTION**

This Intergovernmental Agreement ("**Agreement**") is made and entered into by and between the Village of Bartlett, a home rule municipality located in Cook, DuPage and Kane Counties, Illinois ("**Bartlett**"), and the Village of Hanover Park, a home rule municipality located in Cook and DuPage Counties, Illinois ("**Hanover Park**") (For convenience, Bartlett and Hanover Park may be referred to individually as "Party" and collectively as "Parties.")

RECITALS:

WHEREAS, Article VII, Section 10, of the Constitution of the State of Illinois, 1970, authorizes units of local government to contract or otherwise associate 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.*, authorizes Illinois units of local government to exercise jointly with any other public agency within the state, 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, Hanover Park and Bartlett are units of local government within the meaning of Article VII, Section 10, of the Illinois Constitution of 1970, and the Intergovernmental Cooperation Act; and

WHEREAS, Hanover Park and Bartlett are each home rule municipalities which may lawfully exercise any power or perform any function relating to its government and affairs; and

WHEREAS, the Parties previously entered into an Intergovernmental Agreement (the "**1991 IGA**") dated November 5, 1991, that provided for the purchase by Bartlett of a well known as "Well #5" owned by Hanover Park; and

WHEREAS, the 1991 IGA also provided for an emergency interconnect for Hanover Park to receive water from Well #5 after the conveyance to Bartlett in the event that Hanover Park's water supply was interrupted or insufficient; and

WHEREAS, the conveyance of Well #5 has been completed, and the Parties now desire to enter into this Agreement to set for the their respective rights and obligations regarding the creation of a new emergency water interconnect between Hanover Park and Bartlett.

WHEREAS, the public health, safety, and welfare of the residents of both Village will benefit from the implementation of this Agreement.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual promises, covenants, and undertakings set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the both Parties hereto, the Parties agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and are hereby incorporated into this Agreement as though fully set forth herein.
2. **Emergency Interconnection System**. The emergency water interconnection system has been a joint project between Bartlett and Hanover Park and the two Villages have shared in the cost of design, engineering and construction. From and after the approval by the DWC and by JAWA, the Bartlett water distribution system and the Hanover Park water distribution system will be interconnected as provided for herein.
3. **Approval by DWC and JAWA**. Both DWC and JAWA must approve the interconnection in writing before this Agreement becomes effective.
4. **Emergency Interconnection Rights**.
 - a. After this Agreement has become effective and the emergency water supply interconnection system is established; either Bartlett or Hanover Park will, as soon as practicable and at the written request of the requesting Party, supply the requesting Party with a limited temporary water supply should that Party's water supply be unavailable due to an emergency. The Party experiencing an emergency shall proceed diligently to resolve the emergency condition so as to limit, to the greatest extent practicable, the need for use of the emergency water supply of the Party providing water. The emergency use of water shall be limited to a maximum duration of five (5) days unless an extension of such emergency use of water supplied by Bartlett to Hanover Park is approved in writing by the then acting general manager of the DWC, or unless the emergency use of water supplied by Hanover Park to Bartlett is approved in writing by the acting executive director of JAWA. The emergency water supply connection shall not be used to provide a regular water supply during non-Emergency periods.
 - b. Actual use of the emergency water system interconnection will require mutual consent by each Party's Director of Public Works. Neither Party shall unreasonably withhold its consent to the use of the emergency water system.
 - c. The Party receiving water through the emergency water system interconnection shall reimburse the supplying Party for the amount of water transferred. An electromagnetic flow meter has been installed on the

Hanover Park 10" Watermain (the "Water Meter") to measure the amount of water transferred. The unit price of water will be the actual unit price the supplying Party was charged by the respective commission or agency for water during said Emergency (for Bartlett, the DWC and for Hanover Park, JAWA) times the quantity used by the Party during any such emergency, plus the costs associated with supplying water during the emergency (presumed to be 20% over the unit price, unless rebutted with written evidence to the contrary). The Party using water through the emergency water interconnection system shall pay the supplying Party for the cost thereof as determined pursuant to this paragraph within thirty (30) days of receiving an invoice.

- d. The emergency water supply interconnection, which includes the Hanover Park 10" Watermain, the Interconnect Valve, the Water Meter and associated appurtenances, shall be jointly owned by Hanover Park and Bartlett. On an annual basis, the Parties shall jointly test the interconnect system by exercising and operating said interconnect system for not more than 24 hours to ensure proper and continued operation thereof.
5. **Maintenance Obligations.** Any required maintenance and repair of the jointly owned Hanover Park 10" Water Main including the Interconnect Valve, the Water Meter, and associated appurtenances must be jointly approved by the Bartlett Public Works Director and the Hanover Park Public Works Director. The cost of maintenance and repair of the jointly owned Hanover Park 10" Water Main, including the Interconnect Valve, the Water Meter, and associated appurtenances shall be shared equally by both Parties.
 6. **Term.** The term of this Agreement shall commence upon the last date it is approved by the Parties and remain in effect for a period of twenty (20) years. This Agreement will automatically renew for additional periods of twenty (20) years each, unless either party gives written notice of its intent not to renew at least one-hundred and eighty (180) days before the expiration of the then applicable term.
 7. **Mutual Indemnification.** To the fullest extent permitted by law, the Parties shall indemnify, protect, defend, and hold harmless each other and its and their past and present appointed and elected officials, employees, agents, officers, representatives, attorneys, engineers, contractors, volunteers, successors, or predecessors, and each party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including without limitation orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of, or alleged to have occurred in whole or in part from the Indemnifying Party's negligence or intentional conduct in connection with this Agreement or sought by or brought by persons or other third parties against the Parties relative to the quality of potable water supplied under this Agreement. This Section shall be interpreted

as broadly as possible under state and federal law. Nothing herein shall be construed as to prohibit either Party from exercising the protection of governmental immunity as to third parties. This provision shall survive the termination of this Agreement.

8. **Cooperation**. The Parties agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this Agreement. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions, and objectives of this Agreement. It is the intent of the parties, as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement.
9. **Modifications**. Any amendments to this Agreement will not be valid or binding unless they are made in writing and signed by both Parties.
10. **Binding Effect**. This Agreement will be binding upon and inure to the benefit of any successor governmental entity which shall assume and perform the duties of either Party without the prior written consent of the other Party to this Agreement. This Agreement may not be assigned without the written consent of the non-assigning Party.
11. **Severability**. The invalidity of any provision of this Agreement will not impair the validity of any other provision. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision will be deemed severable and the Agreement may be enforced with the provision severed or modified by the court, to the fullest extent permitted by law.
12. **Compliance with Laws**. Each Party agrees to observe and comply with all applicable federal, State, and local laws, codes, and ordinances.
13. **Governing Law**. This Agreement will be interpreted and construed in accordance with the laws of the State of Illinois.
14. **Prior IGA**. The provisions of the Prior IGA regarding the emergency interconnect relating to Well #5 are hereby superseded by the provisions of this IGA, and of no further force or effect.
15. **Authority**. The corporate authorities of the Parties are authorized and directed to execute this Agreement, and Village President of Bartlett and the Village President of Hanover Park are authorized to take any and all actions necessary to implement the Agreement.
16. **Counterparts**. This Agreement may be executed in counterparts. It shall be fully executed when each Party whose signature is required has signed at least one

counterpart even though no one counterpart contains the signatures of all the Parties.

17. **Notices.** Notices hereunder may be made by personal service or certified mail, return receipt requested, delivered to the addressee only. Unless otherwise advised in writing, notices hereunder shall be given to the following address:

All notices to Bartlett must be addressed to:

Village of Bartlett
228 Main Street, IL 60103
Attn: Village Administrator & Public Works Director

All notices to Hanover Park must be addressed to:

Village of Hanover Park
2121 W Lake Street, IL 60133
Attn: Village Manager & Public Works Director

18. **Entire Agreement.** This Agreement contains the entire agreement and understanding by and between the Parties. No representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by authorized representatives of each Party.

[signature page follows]

IN WITNESS WHEREOF, the Parties hereto affixed their hands and seals pursuant to an approving resolution of the corporate authorities of the Villages.

VILLAGE OF BARTLETT

VILLAGE OF HANOVER PARK

Kevin Wallace
Village President

Rodney Craig
Village President

Date

Date

ATTEST:

Lorna Giles
Village Clerk

Kristy Merrill
Village Clerk

Date

Date