



DU PAGE COUNTY

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Stormwater Management Committee Regular Meeting Agenda

Tuesday, June 3, 2025

7:30 AM

County Board Room

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **CHAIRMAN'S REMARKS - CHAIR ZAY**

4. **PUBLIC COMMENT**

5. **APPROVAL OF MINUTES**

5.A. [25-1324](#)

Stormwater Management Regular Meeting Minutes - May 6, 2025.

6. **CLAIMS REPORTS**

6.A. [25-1354](#)

Schedule of Claims - May 2025

7. **STAFF REPORTS**

7.A. [25-1322](#)

Stormwater Management May 2025 E-Newsletter.

7.B. [25-1321](#)

Stormwater Management June 2025 Program and Event Update.

7.C. [25-1323](#)

Quarterly Spill Report.

7.D. [25-1320](#)

Annual Report to Illinois Environmental Protection Agency

7.E. [25-1419](#)

FY26 Stormwater Management Budget Kick Off.

8. **ACTION ITEMS**

8.A. [SM-R-0006-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont, for the North Adams Street Detention Naturalization Project, for the period of June 10, 2025 through June 30, 2026, for an amount not to exceed \$14,750. (WQIP Grant)

8.B. [SM-R-0007-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont, for the 3927 N Lincoln Detention Naturalization Project, for the period of June 10, 2025 through June 30, 2026, for an amount not to exceed \$5,865. (WQIP Grant)

8.C. [SM-R-0008-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont, for the 328 S Wilmette Avenue Detention Naturalization Project, for the period of June 10, 2025 through June 30, 2026, for an amount not to exceed \$14,230. (WQIP Grant)

9. INFORMATIONAL**9.A. [TE-P-0008-25](#)**

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation, for the period of June 23, 2025 through June 22, 2029, for a contract total amount not to exceed \$1,144,575.00. Per 55 ILCS 5/5-1022(c) not suitable for competitive bids. (Sole Source - Proprietary Software Maintenance and Support)

10. PRESENTATION

10.A. Program Budget Presentation

11. OLD BUSINESS**12. NEW BUSINESS****13. ADJOURNMENT**



Minutes

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1324

Agenda Date: 6/3/2025

Agenda #: 5.A.



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

421 N. COUNTY FARM ROAD
WHEATON, IL 60187
www.dupagecounty.gov

Tuesday, May 6, 2025

7:30 AM

County Board Room

1. CALL TO ORDER

7:30 AM meeting was called to order by Chairman Zay at 7:30 AM.

2. ROLL CALL

Member Nero joined remotely at 7:30 AM. A motion was made by Chairman Zay, Moved by Member DeSaer and Seconded by Member Hinterlong for Member Nero to participate remotely. Upon a voice vote, the motion passed with all ayes.

Additional County Board Members Present:

Member Deacon-Garcia

Member Rutledge

RESULT:	APPROVED
PRESENT	Brummel, DeSart, Eckhoff, Evans, Hinterlong, Honig, Pojack, Pulice, Tornatore, Yusuf, and Zay
REMOTE	Nero

3. CHAIRMAN'S REMARKS - CHAIR ZAY

No remarks were offered.

4. PUBLIC COMMENT

Public Comment was Amended to later in the meeting.

Karen Rugg provided comments.

5. APPROVAL OF MINUTES

5.A. [25-1119](#)

Stormwater Management Regular Meeting Minutes - April 1, 2025

RESULT:	APPROVED
MOVER:	Lucy Evans
SECONDER:	Grant Eckhoff

6. CLAIMS REPORTS

6.A. [25-1145](#)

Schedule of Claims - April 2025

RESULT:	APPROVED
MOVER:	David Brummel
SECONDER:	Lucy Evans

7. STAFF REPORTS

7.A. [25-1159](#)

Stormwater Management May 2025 Program and Event Update

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Lucy Evans

7.B. [25-1169](#)

Stormwater Management April 2025 E-Newsletter.

RESULT:	APPROVED
MOVER:	Nunzio Pulice
SECONDER:	Lucy Evans

8. ACTION ITEMS

8.A. [SM-P-0008-25](#)

Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., to furnish and deliver one new Ford Explorer Active (K8D), for Stormwater Management, for the period of May 13, 2025 through November 30, 2025, for a contract total not to exceed \$41,754. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (SPC Contract #231).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Dawn DeSart

8.B. [SM-P-0015-25](#)

Recommendation for the approval of a contract purchase order to Sutton Ford Inc., to furnish and deliver one (1) new Ford F350 4x4 Crew Chassis Cab, for Stormwater Management, for the period of May 13, 2025 through November 30, 2025, for a contract total not to exceed \$80,545. Contract pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2 (Suburban Purchasing Cooperative Contract #222).

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Lucy Evans

8.C. [SM-P-0009-25](#)

Recommendation for the approval of a contract issued to GSG Consultants, Inc., for On-Call Geotechnical and Engineering services, for Stormwater Management, for the period of May 13, 2025 through November 30, 2025, for a contract total amount not to exceed \$45,000. Professional Services (Architects, Engineers, and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Chester Pojack
SECONDER:	Dawn DeSart

8.D. [SM-P-0010-25](#)

Recommendation for the approval of a contract issued to Environmental Consulting & Technology, Inc., for Professional Engineering Services for hydrologic modeling and floodplain mapping services, for Stormwater Management, for the period of May 13, 2025 through November 30, 2026, for a contract total not to exceed \$50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-based selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/ et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Chester Pojack

8.E. [SM-R-0003-25](#)

Rescission of Requisition 25-0588, issued to Property First, to provide security at the Elmhurst Quarry Flood Control Facility, for Stormwater Management. (Contract total amount of \$19,764)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Dawn DeSart
SECONDER:	Andrew Honig

8.F. [25-1154](#)

Recommendation for the approval of an agreement between the County of DuPage and Blueline Security Group, Inc., for security at the Elmhurst Quarry Flood Control Facility, for Stormwater Management, for the period May 6, 2025 to March 31, 2027, for a contract total not to exceed \$29,930; per bid award #25-016-SWM.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Lucy Evans

8.G. [SM-R-0004-25](#)

Additional appropriation for the Illinois Environmental Protection Agency, 2023 Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program, Company 5000

- Accounting Unit 3065, in the amount of \$472,453.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Dawn DeSart

8.H. [SM-R-0005-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and Winfield Park District, for the Winfield Creek Streambank Stabilization Project.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Nunzio Pulice
SECONDER:	Dawn DeSart

8.I. [SM-P-0012-25](#)

Recommendation for the approval of a contract purchase order to Semper Fi Landscaping, Inc., for Professional Services for the Winfield Creek Streambank Stabilization Project, for Stormwater Management, for the period May 13, 2025 to November 30, 2030, for a contract total not to exceed \$612,015.97; per lowest responsible bid #25-038-SWM. (EPA Grant)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Chester Pojack
SECONDER:	Andrew Honig

8.J. [SM-P-0013-25](#)

Recommendation for the approval of a contract to Civil & Environmental Consultants, Inc., for on-call land surveying services, for Stormwater Management, for the period of May 13, 2025 to November 30, 2025, for a contract total amount not to exceed \$50,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification-bases selection process in compliance with the Local Government Professional Services Selection Act, 50 ILCS 510/0.01 et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Dawn DeSart

8.K. [SM-P-0016-25](#)

Approval of an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Itasca, for the Schiller Street Basin Enhancement Project, for the period of May 13, 2025 through November 30, 2026, for an amount not to exceed \$100,000. (WQIP Grant)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Nunzio Pulice

SECONDER: David Brummel

8.L. [25-1092](#)

SM-P-0310A-22 - Amendment to Resolution SM-P-0310-22, issued to Cemcon, Ltd., for Engineering Services for Hydraulic Modeling and Floodplain Mapping Services for the Ferry Creek Watershed, for an extension of the contract from June 30, 2025 to November 30, 2025, and a contract increase in the amount of \$45,000, resulting in an amended contract total amount not to exceed \$140,000, an increase of 47.37%.

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Andrew Honig

SECONDER: Chester Pojack

8.M. [25-1099](#)

Travel Request - Stormwater Management Staff member to attend a Wetland Conference in Providence RI, from July 14, 2025 through July 18, 2025. Expenses to include transportation, lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of \$2,860.

RESULT: APPROVED

MOVER: Lucy Evans

SECONDER: Andrew Honig

9. INFORMATIONAL

9.A. [PW-P-0009-25](#)

Recommendation for the approval of a contract purchase order to Federal Signal Corporation, DBA Standard Equipment Company, for a Vactor 2100 plus Combination Sewer Cleaner, for Public Works and Stormwater, for the period of April 22, 2025 to April 21, 2026, for a total contract amount not to exceed \$705,577 (\$555,577 Public Works and \$150,000 Stormwater). Contract pursuant to the Intergovernmental Cooperation Act, per the Sourcewell Agreement # 101221-VTR.

RESULT: ACCEPTED AND PLACED ON FILE
--

MOVER: Lucy Evans

SECONDER: Nunzio Pulice

10. PRESENTATION

10.A. SCARCE for Sustainable Design Challenge Awards

An Amendment was made by Chairman Zay to move this presentation to the beginning of the meeting.

11. OLD BUSINESS

Member DeSart asked for a status on the Green Acres project. Dir. Hunn provided her that status.

12. NEW BUSINESS

No new business was discussed.

13. ADJOURNMENT

With no further business, the meeting was adjourned @ 8:01 AM.



Payment of Claims

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
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File #: 25-1354

Agenda Date: 6/3/2025

Agenda #: 6.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
May-25

Vendor	Service	Amount
ERA	Prentiss Creek Watershed	\$5,989.55
Farnsworth	On-call Engineering	\$3,870.48
Aloha	Envelopes	\$105.00
Amazon	phone cases	\$47.71
ComEd	150 N State Rt.83 Electric services	\$184.53
ComEd	0E River Rd. 3N034 Electric service	\$321.29
Grainger	Capacitor	\$87.68
Graybar	RAB Lighting wall pack	\$219.48
Illinois Tollway	Tollway charges 1/1/25-3/31/25	\$322.95
A & W Trailer	Trailer	\$12,248.00
Great Lakes Concrete	Cleanout/Cap	\$56.12
Home Depot	Bug Spray	\$50.22
Home Depot	Brake cleaner	\$23.88
Home Depot	Mulch	\$31.97
Menards	Contractor bags	\$14.99
Northwest Lawn & Power	Chainsaw Bar	\$42.99
WBK	Prof services	\$348.17
AT & T	Phone Services	\$82.06
AT & T	Phone Services	\$101.84
AT & T	Phone Services	\$93.29
AT & T	Phone Services	\$54.58
AT & T	Phone Services	\$57.04
City of WoodDale	Water/Sewer 301 School St	\$46.33
Comcast	Ethernet services	\$374.07
ComEd	4013 Washington - Electric Services	\$36.75
Midwest Groundcovers	Seed Mix	\$181.45
Nicor	301 W School St. Natural Gas Srvc	\$66.04
AT & T	Phone Services	\$95.47
ODP	office supplies	\$76.80
ODP	office supplies	\$119.19
ODP	office supplies	\$30.07
ODP	office supplies	\$28.16
Bass Pro Shop	Waders	\$443.96
Bass Pro Shop	Waders	\$443.95
Burriss Equipment	Chipper service	\$936.44
IAFSM	Membership dues - Fahey	\$50.00
IAFSM	Membership dues - Dirkse	\$50.00
Society of Wetland Scientist	SWS 2025 Annual Meeting	\$750.00
4imprint	Sports bottles w/logo	\$593.88
Identity Links	Rubber Ducky w/logo	\$775.80
HW Lochner	Luther High Ridge Prjct	\$843.16
SCARCE	Prof services	\$7,083.33
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
A Block	Truck Tipping	\$40.00
Sarah Hunn	Reimb. for IDNR EcoCat	\$127.81
A. Block	Truck Tipping	\$60.00
A. Block	Truck Tipping	\$60.00
Altorfer	Hydro Oil #E-09	\$121.52

AT & T	Ethernet services	\$1,895.11
AT & T	Long Distance Services	\$49.63
AT & T	Phone Services	\$56.50
AT & T	Phone Services	\$55.51
Christopher B. Burke	Prof services	\$11,331.60
ComEd	0 S Irving Park - Electric Services	\$43.90
ComEd	4723 River - Electric Services	\$51.07
ComEd	4525 River - Electric Services	\$43.53
ComEd	4720 Dumoulin - Electric Services	\$91.81
ComEd	4525 Dumoulin - Electric Services	\$86.50
ComEd	0 N School - Electric Services	\$1,355.83
ComEd	701 W Third - Electric Services	\$26.98
Conservation Foundation	Water Quality Education	\$12,087.79
FirstNet AT & T	Cellular services	\$2,262.12
Hydraulic Supply	Hose	\$110.88
Northwest Lawn & Power	oil	\$51.74
Northwest Lawn & Power	chainsaw head	\$30.99
Red Wing	Safety Shoes - Lock	\$191.24
Signal 88	Security Services	\$1,050.00
Willowbrook Ford	Vehicle services SWM #55	\$833.42
Toshiba	Copier Svc - May 2025	\$174.65
Toshiba	Copier Svc - May 2025	\$67.86
Trotter & Associates	On-call Engineering	\$1,995.00
V3	Native Vegetation Mntce	\$13,460.75
Grainger	Water Quality Supplies	\$1,898.64
Black & Veatch	Prof. Engineering	\$24,769.12



Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1322

Agenda Date: 6/3/2025

Agenda #: 7.A.

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DuPage County Stormwater Management News & Updates

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May 2025

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DuPage County, SCARCE Award Design Challenge Winners



DuPage County Stormwater Management Committee Chair Jim Zay, SCARCE Founder and Executive Director Kay McKeen, SCARCE Educators, and Stormwater Management Director Sarah Hunn award "Best Stormwater Design" to students from Glenbard East High School.

During their May meeting, members of the SWM Planning Committee presented awards to winning student groups chosen from this year's 19th annual Sustainable Design Challenge. Chair Jim Zay and Director Sarah Hunn were joined by SCARCE Founder Kay McKeen in recognizing the top student groups. Sponsored by SWM, SCARCE coordinates the annual event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. Awards went to students from Lake Park High School (Roselle) and Glenbard East High School (Lombard).

[More Info](#)

Construction Begins on St. Joseph Creek Condo Flood Control Project



Construction crews begin installation of a flood gate being built along St. Joseph Creek to protect the nearby condominium complex.

Around Town

Last month, SWM joined SCARCE at Jay Stream Middle School in Carol Stream for a full day of water education with the entire 6th grade. SWM Chair Jim Zay, longtime Carol Stream resident, kicked the day off by remarking how important good stormwater management has been to the community. SWM staff members talked about the engineering and construction of the nearby Armstrong Park Reservoirs, and used an interactive floodplain

Construction on the Saint Joseph Creek Condominium Flood Control Project is well underway in Lisle. The County's contractor broke ground in early May to begin installation on one of five flood gates that will protect three condo buildings from nearby Saint Joseph Creek. The project, which is funded through American Rescue Plan Act (ARPA) funds and FEMA Hazard Mitigation Assistance grants, is expected to continue through the summer.

Register for a Special Tour of Churchill Woods, Hosted by SWM and DuPage Forest Preserve

Discover the popular Churchill Woods Forest Preserve in a whole new light on this exclusive walking tour!

On **Wednesday, June 4th at 3PM**, experience the transformation of a once-damaged ecosystem as we explore the removal of a historic dam and the restoration of surrounding wetlands. Marvel at the diverse wildlife flourishing in this revitalized habitat. Learn about the triumphs and challenges faced by the government agencies who took on the massive project over 15 years ago, and the dedicated volunteers who continue to steward the woods to this day.

Led by knowledgeable guides from DuPage County Stormwater Management and the Forest Preserve District, journey through a landscape shaped by restoration and stewardship.

[Reserve your spot today!](#)

model to demonstrate the benefits of stormwater best management practices. SCARCE team members held their own sessions on water pollution, stream wildlife, and what students can do at home to protect water quality.



Jay Stream students get a hands-on understanding of the effects of permeable pavers (sponges) and other best management practices on downstream communities for their Water Immersion Day in late April.

Upcoming Events

Bensenville Public Works Open House

Thursday, May 22, 2025, 3:30 P.M. - 7:00 P.M.

Join Bensenville Public Works for a behind-the-scenes look at the skills, tools, and equipment required to maintain the Village's infrastructure. At this family fun-filled event, you can participate in activities and visit booths to learn more about Public Works departments: Water, Streets/Forestry, Wastewater, Fleet & Building Services, Stormwater, and Engineering.

[More Info](#)

Nature's Resurgence: Churchill Woods Restoration Tour

Wednesday, June 4, 2025, 3:00 P.M. - 4:30 P.M.

Discover the popular Churchill Woods Forest Preserve in a whole new light on this exclusive walking tour! On **Wednesday, June 5th at 3PM**, experience the transformation of a once-damaged ecosystem as we explore the removal of a historic dam and the restoration of surrounding wetlands. Marvel at the diverse wildlife flourishing in this revitalized habitat. Learn about the triumphs and challenges faced by the government agencies who took on the massive project over 15 years ago, and the dedicated volunteers who continue to steward the woods to this day.

Led by knowledgeable guides from DuPage County Stormwater Management and the Forest Preserve District, journey through a landscape shaped by restoration and stewardship.

[Register Here](#)

Wood Dale Public Works Open House

Thursday, June 12, 2025, 3:30 P.M. - 6:30 P.M.

SWM tabling event! Bring the family and enjoy a fun afternoon of learning about the City's Public Works department. Kids (and those young at heart) will love climbing on, exploring and taking pictures inside City vehicles and big trucks like snow plows, lifts and more! You can meet our Public Works crew, partake in crafts and giveaways. Plus K-9 Officer Bane from the Wood Dale Police Department will be there.

All this, plus food for the whole family. Fun for all!

[More Info](#)



Deborah A. Conroy, Chair | Jim Zay, Committee Chair

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Andrew Honig

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

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Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1321

Agenda Date: 6/3/2025

Agenda #: 7.B.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Sarah Hunn, P.E., Director- DuPage County Stormwater Management

SUBJECT: Stormwater Program Update June 2025

DATE: June 3, 2025

Watershed Planning

Prentiss Creek Watershed Plan:

Data collection and outreach with Prentiss Creek communities and stakeholders has continued through the spring. County staff is analyzing the existing economic data for the watershed, and discussions between staff and our consultant have taken place this month regarding some of the existing watershed conditions. The results of the public flood questionnaires submitted in March are being tabulated by staff, and results will be shared with our consultant. In addition, the existing conditions FEQ model is being updated and results computed for the entire historical series of rainfall events. Additional survey data request is being tabulated for the hydraulic model, as well as an economic model. The data request will be forwarded to the County on-call surveyor for them to complete. The first stakeholder meeting is expected to take place this summer. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Facilities/Operations/Shared Services Projects

Shared Services/Drainage Projects:

Permits were received for a project in Downers Grove Township, this is grant funded through DCEO; staff is now working towards purchasing materials to begin construction.

Facilities/Operations:

Staff continues to monitor rainfall forecasts, stream elevations and rainfall gages throughout the County and are prepared to operate our flood control facilities as needed.

At the Elmhurst Quarry, Independent Mechanical Industries remobilized on May 20 to begin painting the pipes on the west lobe and in the vault, along with installing three new stormwater pumps. Once those items are completed, demolition of the motor control center on the top of the west lobe platform will begin.

Water Quality

Work continues on the IL EPA funded Watershed-Based Plan for the north half of the West Branch DuPage River, which includes working with a consultant on an HSPF water quality model. The plan is scheduled to be completed by the end of 2025.

The NPDES annual report will be submitted to the IEPA on behalf of DuPage County and 41 co-permittee municipalities and townships by the June 1 deadline.

Regulatory

The current volume of stormwater regulatory work remains substantial. In response to this high demand, we have increased the availability of pre-application and stormwater review meeting slots to effectively manage scheduling and mitigate potential delays. We are also continuing to make progress on the updated Stormwater Ordinance Guidance Document.

ARPA Projects

Copenhaver Construction remobilized on site at the St. Joseph Creek Condominiums flood gate and flood wall projects on May 6, 2025. The contractor is currently working on installation of the first of five flood gates that will be installed within the condominium complex. The new gates were delivered mid-May and will be installed over the next several months. The contractor is working on installing one gate at a time to minimize impact to the residents.

The Luther Avenue Drainage Improvement Project was substantially completed by Martam Construction in November 2024. The contractor recently returned to the site to address punch list items and perform final grading on Forest Preserve Property where the new storm sewer outlets. Final plantings were installed in mid-May, which commenced the vegetation management period for the project. This phase is expected to last approximately three years if all performance standards are met.

IEPA Section 319 Grant Project

As an initiative of the Water Quality program, stormwater management staff applied for and received a Section 319 Water Quality Grant from the Illinois Environmental Protection Agency (IEPA). The Winfield Creek/Campus Stream Stabilization Project has been designed, permitted, and bid. The bid opening took place in April, with the lowest responsible bidder identified as Semper Fi Landscaping, Ltd. A notice to proceed is expected to be issued shortly after the bid award at the May Stormwater Committee and County Board meetings. When complete, portions of Winfield Creek that traverses through campus will have rock line streambanks, water quality improvements including native plantings, and stabilized outfalls from nearby storm sewer that discharges into the creek.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
5/22/2025	3:30PM-7:00PM	Bensenville Public Works Open House	Bensenville Public Works	<-	Vendor	General Public	More Info
6/4/2025	3PM-4PM	Churchill Woods Tour	Churchill Woods Forest Preserve	TCF	Presenter	General Public	More Info
6/12/2025	3:30PM-6:30PM	Wood Dale Public Works Open House	Wood Dale	<-	Vendor	General Public	More Info
7/19/2025	9AM-1PM	Conservation@Home DuPage Garden Showcase	Countywide	TCF	Sponsor	General Public	More Info
7/24-27/2025	All Day	DuPage County Fair 2025	DuPage Fairgrounds	DuPage Fairgrounds	Vendor	General Public	More Info



Staff Report

421 N. COUNTY FARM
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File #: 25-1323

Agenda Date: 6/3/2025

Agenda #: 7.C.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: May 15, 2025

Stormwater Management staff receives notification of spill events through citizen reports, notification from municipalities, and through the Hazardous Materials Incident Reports sent from the Local Emergency Planning Committee (LEPC). Staff responds to spill events occurring in or near waterways and storm sewers. When needed, spill kits can be deployed to contain and absorb spills and prevent further release into storm sewers and waterways until the spiller can be identified and the spill cleanup conducted by a qualified environmental cleanup company. Stormwater Management staff also reports to the Illinois Environmental Protection Agency (IEPA) as to the status of the remediation or if additional cleanup is needed. During the 2nd quarter of 2025, the following spill events occurred and were responded to:

Fuel Spill, Hinsdale, March 27, 2025

Hinsdale Fire Department contacted Stormwater Management regarding a fuel spill at a gas station in Hinsdale. Stormwater staff responded to the site and found the fuel contained in a storm sewer inlet. No release offsite or into waterways. The Fire Department coordinated cleanup. Stormwater Management was in communication with IEPA on the status of the spill and cleanup efforts.

Fish Kill, Burr Ridge, March 31, 2025

Burr Ridge reported a fish kill in a Village owned pond. Stormwater staff inspected the pond and determined the fish kill to be a natural occurrence caused by pond turnover. Relayed findings to the Village.

Hydraulic Fluid Spill, Downers Grove, April 4, 2025

Downers Grove contacted Stormwater Management regarding a hydraulic fluid spill on a roadway. Stormwater Management staff advised the Village on proper cleanup and enforcement. The Village coordinated with the responsible party on remediation. No release into storm sewers or waterways.

Petroleum Spill, Unincorporated DuPage County, April 5, 2025

Bloomington Fire Department contacted Stormwater Management regarding the release of petroleum from a barrel in unincorporated DuPage County. The barrel, from an unknown location, had rolled down a hill and spilled into a storm drain inlet and released into a West Branch DuPage River Tributary #1. Stormwater Management responded to the site and coordinated with IEPA and the Fire Department on cleanup. The Fire Department was first on-scene and placed oil booms in the waterway. Stormwater Management staff continued to monitor the site and replaced booms as needed until the spill was remediated. IEPA interviewed the property owners of several potential locations in the area but was not able to trace the barrel to a responsible party.

Leaking Scrap Bin, Itasca, April 23, 2025

IEPA contacted Stormwater Management regarding a report they received of a metal scrap bin leaking oil. The Village conducted a site inspection and worked with the property owner on cleanup and proper best management practices for the scrap bin. Stormwater Management staff coordinated with the Village and the IEPA.

Leaking Underground Storage Tank, Downers Grove, April 29, 2025

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak at property in Downers Grove. The tank was reported during site redevelopment. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Water Quality Report, Warrenville, May 5, 2025

IEPA contacted Stormwater Management regarding a report they received of a facility washing out dirty tankers into the street in Warrenville. Stormwater staff inspected and found no evidence of washing activities. As an added precaution, Village staff spoke with the owner and discussed best management practices to avoid impacts to storm sewers or waterways.



Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1320

Agenda Date: 6/3/2025

Agenda #: 7.D.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services

STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Annual Report to Illinois Environmental Protection Agency

DATE: May 14, 2025

Each year, DuPage County is required to submit an annual report to the Illinois Environmental Protection Agency (IEPA) detailing the efforts that are being made to maintain compliance with the General NPDES Permit for Discharges from Small Municipal Separate Storm Sewer Systems (ILR40). Permit No. ILR40 requires that a permittee reduce, to the maximum extent practicable, pollutants associated with stormwater runoff being discharged to any surface water of the State.

The Annual Facility Inspection Report is due to the IEPA by the first day of June each year that the permit is in effect, as well as required to be posted on the permittee's website. Each report covers the period from March 1 of the previous year to March of the current year. This year DuPage County and 41 partner agencies are submitting one comprehensive report as co-permittees, which is being prepared by DuPage County Stormwater Management.

The annual report will be posted online by June 1 and can be found at:

https://www.dupagecounty.gov/government/departments/stormwater_management/water_quality/water_quality_permit_documents.php





Staff Report

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: 25-1419

Agenda Date: 6/3/2025

Agenda #: 7.E.



**DUPAGE
COUNTY**

**Watershed
Management**

**Water
Quality**

**Floodplain
Mapping**

**Regulatory
Services**

**Flood Operations
& Maintenance**

**Shared
Services**



STORMWATER MANAGEMENT

MEMORANDUM

Date: May 29, 2025

To: Stormwater Management Planning Committee

From: Sarah Hunn, P.E., Director –DuPage County Stormwater Management

Re: FY26 Budget Kick Off

The County Board recently approved the FY26 Budget Procedures, Stormwater Management's Budget Submission is due to the Finance department no later than June 27th, 2025.

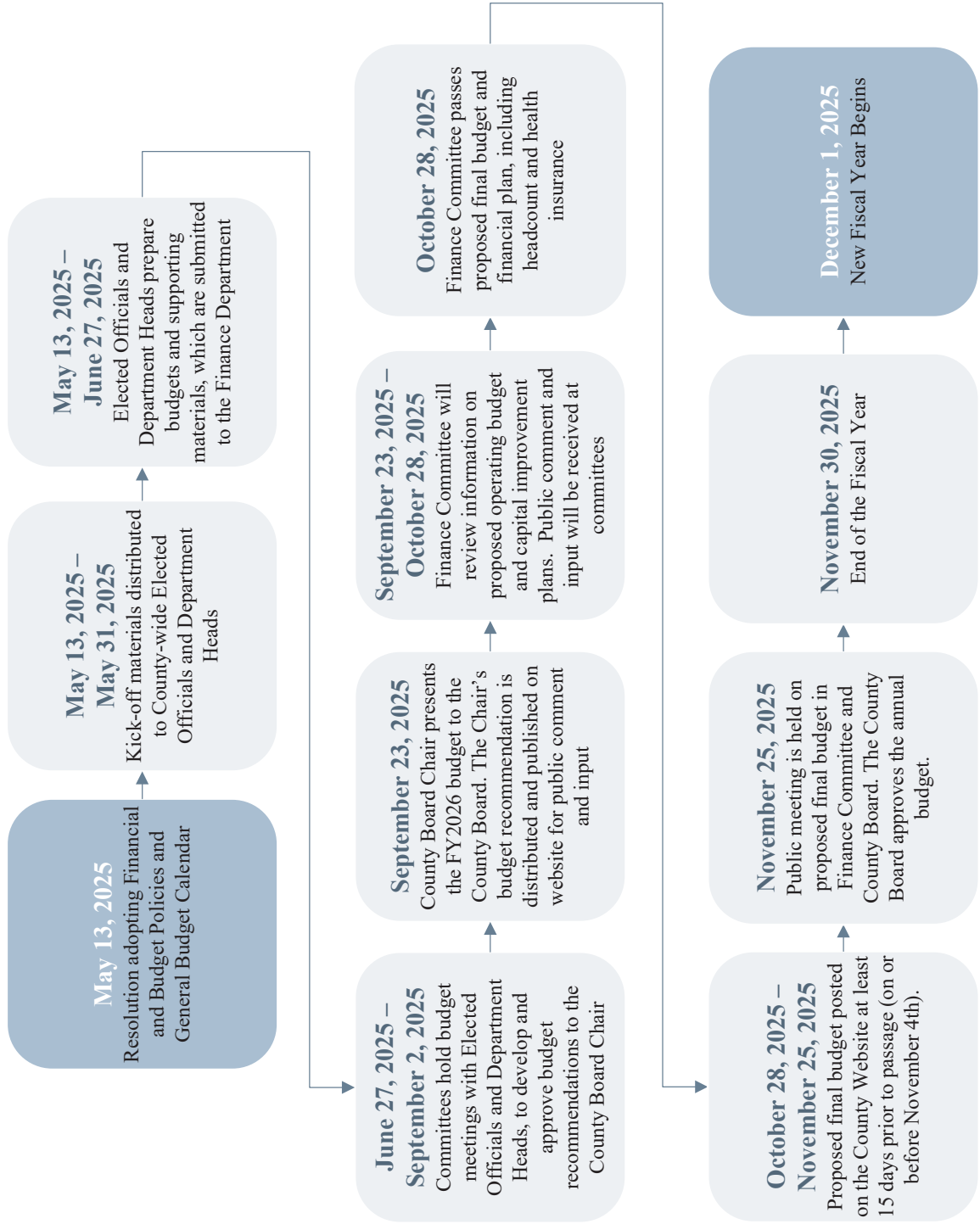
The FY26 Stormwater Budget will be emailed to the Committee prior to the budget due date for review and comment. Questions can be raised to Chair Zay or Director Hunn. Additionally, staff from the department will be available to discuss and explain the proposed FY26 budget and will work with the Finance Department if there are necessary modifications.

Below you will find a list of attachments included with this memo.

Attachments:

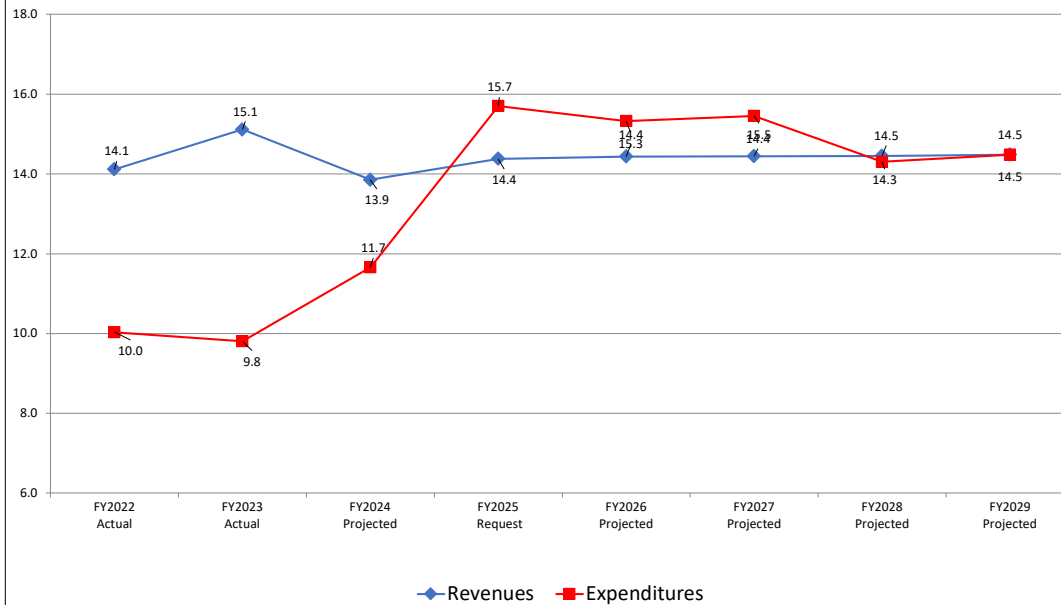
- The Budget calendar that was approved by the DuPage County Finance Committee and the DuPage County Board on Tuesday, May 13, 2025.
- FY25 Stormwater Management Operating Budget with a detailed spending plan.
- Stormwater Management 5-yr outlook (FY25-FY29) noting major assumptions.

FY2026 BUDGET CALENDAR



Accounting Unit Name	Account Code	Account Name	FY2024 Anticipated	FY2024 Finance Anticipated	FY2025 Department Requests	FY2025 Chair Recommended
3000 - STORMWATER MANAGEMENT	50000-0000	REGULAR SALARIES	3,001,904.00	3,001,904.00	3,469,272.00	3,469,272.00
3000 - STORMWATER MANAGEMENT	50010-0000	OVERTIME	50,000.00	50,000.00	60,000.00	60,000.00
3000 - STORMWATER MANAGEMENT	50040-0000	PART TIME HELP	25,000.00	25,000.00	25,000.00	25,000.00
3000 - STORMWATER MANAGEMENT	50050-0000	TEMPORARY SALARIES/ON CALL	20,000.00	20,000.00	20,000.00	20,000.00
3000 - STORMWATER MANAGEMENT	50080-0000	SALARY & WAGE ADJUSTMENTS	90,058.00	-	94,229.00	94,229.00
3000 - STORMWATER MANAGEMENT	50099-0000	NEW PROGRAM REQUESTS-PERSONNEL	-	-	34,872.00	34,872.00
3000 - STORMWATER MANAGEMENT	51000-0000	BENEFIT PAYMENTS	120,000.00	120,000.00	125,000.00	125,000.00
3000 - STORMWATER MANAGEMENT	51010-0000	EMPLOYER SHARE I.M.R.F.	271,422.00	271,422.00	309,113.00	309,113.00
3000 - STORMWATER MANAGEMENT	51030-0000	EMPLOYER SHARE SOCIAL SECURITY	254,131.00	254,131.00	293,594.00	293,594.00
3000 - STORMWATER MANAGEMENT	51040-0000	EMPLOYEE MED & HOSP INSURANCE	313,024.00	313,024.00	429,086.00	429,086.00
3000 - STORMWATER MANAGEMENT	51050-0000	FLEXIBLE BENEFIT EARNINGS	500.00	500.00	15,000.00	-
3000 - STORMWATER MANAGEMENT	51070-0000	TUITION REIMBURSEMENT	2,000.00	2,000.00	2,000.00	2,000.00
3000 - STORMWATER MANAGEMENT	51080-0000	WEARING APPAREL REIMBURSEMENT	7,500.00	7,500.00	7,500.00	7,500.00
3000 - STORMWATER MANAGEMENT	52000-0000	FURN/MACH/EQUIP SMALL VALUE	25,500.00	12,250.00	68,000.00	68,000.00
3000 - STORMWATER MANAGEMENT	52100-0000	I.T. EQUIPMENT-SMALL VALUE	12,000.00	12,000.00	12,000.00	12,000.00
3000 - STORMWATER MANAGEMENT	52200-0000	OPERATING SUPPLIES & MATERIALS	21,000.00	21,000.00	24,000.00	24,000.00
3000 - STORMWATER MANAGEMENT	52210-0000	FOOD & BEVERAGES	1,000.00	1,000.00	1,000.00	1,000.00
3000 - STORMWATER MANAGEMENT	52220-0000	WEARING APPAREL	6,000.00	6,000.00	6,000.00	6,000.00
3000 - STORMWATER MANAGEMENT	52250-0000	AUTO/MACH/EQUIP PARTS	25,000.00	25,000.00	25,000.00	25,000.00
3000 - STORMWATER MANAGEMENT	52260-0000	FUEL & LUBRICANTS	44,000.00	44,000.00	45,000.00	45,000.00
3000 - STORMWATER MANAGEMENT	52270-0000	MAINTENANCE SUPPLIES	65,000.00	45,000.00	65,000.00	65,000.00
3000 - STORMWATER MANAGEMENT	52320-0000	MEDICAL/DENTAL/LAB SUPPLIES	500.00	-	500.00	500.00
3000 - STORMWATER MANAGEMENT	53000-0000	AUDITING & ACCOUNTING SERVICES	10,000.00	-	10,000.00	10,000.00
3000 - STORMWATER MANAGEMENT	53010-0000	ENGINEERING/ARCHITECTURAL SVC	1,339,500.00	1,339,500.00	1,352,500.00	1,352,500.00
3000 - STORMWATER MANAGEMENT	53020-0000	INFORMATION TECHNOLOGY SVC	45,000.00	30,000.00	45,000.00	45,000.00
3000 - STORMWATER MANAGEMENT	53030-0000	LEGAL SERVICES	5,000.00	-	5,000.00	5,000.00
3000 - STORMWATER MANAGEMENT	53050-0000	LOBBYIST SERVICES	32,500.00	32,500.00	32,500.00	32,500.00
3000 - STORMWATER MANAGEMENT	53090-0000	OTHER PROFESSIONAL SERVICES	270,000.00	270,000.00	267,407.00	267,407.00
3000 - STORMWATER MANAGEMENT	53110-0000	WORKERS COMPENSATION INSURANCE	8,000.00	8,000.00	-	8,000.00
3000 - STORMWATER MANAGEMENT	53130-0000	PUBLIC LIABILITY INSURANCE	1,000.00	-	9,000.00	1,000.00
3000 - STORMWATER MANAGEMENT	53200-0000	NATURAL GAS	3,000.00	3,000.00	3,000.00	3,000.00
3000 - STORMWATER MANAGEMENT	53210-0000	ELECTRICITY	185,000.00	140,000.00	204,500.00	204,500.00
3000 - STORMWATER MANAGEMENT	53220-0000	WATER & SEWER	1,000.00	1,000.00	1,000.00	1,000.00
3000 - STORMWATER MANAGEMENT	53240-0000	WASTE DISPOSAL SERVICES	15,000.00	15,000.00	5,000.00	5,000.00
3000 - STORMWATER MANAGEMENT	53250-0000	WIRED COMMUNICATION SERVICES	72,500.00	72,500.00	72,500.00	72,500.00
3000 - STORMWATER MANAGEMENT	53260-0000	WIRELESS COMMUNICATION SVC	38,500.00	38,500.00	38,500.00	38,500.00
3000 - STORMWATER MANAGEMENT	53300-0000	REPAIR & MTCE FACILITIES	500.00	500.00	500.00	500.00
3000 - STORMWATER MANAGEMENT	53320-0000	REPAIR & MTCE ROADS	2,000.00	2,000.00	25,000.00	25,000.00
3000 - STORMWATER MANAGEMENT	53340-0000	REPAIR & MTCE SYSTEM	306,000.00	306,000.00	361,000.00	361,000.00
3000 - STORMWATER MANAGEMENT	53370-0000	REPAIR & MTCE OTHER EQUIPMENT	12,000.00	12,000.00	12,000.00	12,000.00
3000 - STORMWATER MANAGEMENT	53380-0000	REPAIR & MTCE AUTO EQUIPMENT	15,000.00	15,000.00	15,000.00	15,000.00
3000 - STORMWATER MANAGEMENT	53410-0000	RENTAL OF MACHINERY & EQUIPMNT	24,750.00	24,750.00	37,500.00	37,500.00
3000 - STORMWATER MANAGEMENT	53500-0000	MILEAGE EXPENSE	500.00	500.00	750.00	750.00
3000 - STORMWATER MANAGEMENT	53510-0000	TRAVEL EXPENSE	8,800.00	8,800.00	8,800.00	8,800.00
3000 - STORMWATER MANAGEMENT	53600-0000	DUES & MEMBERSHIPS	42,964.00	42,964.00	44,683.00	44,683.00
3000 - STORMWATER MANAGEMENT	53610-0000	INSTRUCTION & SCHOOLING	25,930.00	25,930.00	30,430.00	30,430.00
3000 - STORMWATER MANAGEMENT	53800-0000	PRINTING	4,000.00	1,000.00	4,000.00	1,000.00
3000 - STORMWATER MANAGEMENT	53800-0001	COPIER USAGE		4,000.00		3,000.00
3000 - STORMWATER MANAGEMENT	53801-0000	ADVERTISING		400.00		400.00
3000 - STORMWATER MANAGEMENT	53802-0000	PROMOTIONAL SERVICES	2,000.00	2,000.00	4,000.00	2,000.00
3000 - STORMWATER MANAGEMENT	53803-0000	MISCELLANEOUS MEETING EXPENSE	6,000.00	6,000.00	6,000.00	3,000.00
3000 - STORMWATER MANAGEMENT	53804-0000	POSTAGE & POSTAL CHARGES	4,800.00	4,800.00	4,900.00	3,000.00
3000 - STORMWATER MANAGEMENT	53806-0000	SOFTWARE LICENSES	82,000.00	82,000.00	73,000.00	90,000.00
3000 - STORMWATER MANAGEMENT	53807-0000	SUBSCRIPTION IT ARRANGEMENTS	41,650.00	41,650.00	44,350.00	44,350.00
3000 - STORMWATER MANAGEMENT	53808-0000	STATUTORY & FISCAL CHARGES	9,000.00	9,000.00	11,000.00	11,000.00
3000 - STORMWATER MANAGEMENT	53818-0000	REFUNDS & FORFEITURES	2,000.00	2,000.00	2,000.00	2,000.00
3000 - STORMWATER MANAGEMENT	53828-0000	CONTINGENCIES	114,500.00	-	100,000.00	100,000.00
3000 - STORMWATER MANAGEMENT	53829-0000	INDIRECT COST REIMBURSEMENT	310,000.00	310,000.00	-	-
3000 - STORMWATER MANAGEMENT	53830-0000	OTHER CONTRACTUAL EXPENSES	806,315.00	806,315.00	1,076,500.00	1,076,500.00
3000 - STORMWATER MANAGEMENT	54000-0000	LAND/RIGHT OF WAY	-	460,000.00	375,000.00	375,000.00
3000 - STORMWATER MANAGEMENT	54060-0000	DRAINAGE SYSTEM INFRASTRUCTURE	-	2,783,026.00	3,102,960.00	3,102,960.00
3000 - STORMWATER MANAGEMENT	54100-0000	IT EQUIPMENT	-	-	-	-
3000 - STORMWATER MANAGEMENT	54110-0000	EQUIPMENT AND MACHINERY	-	222,224.00	225,000.00	225,000.00
3000 - STORMWATER MANAGEMENT	54120-0000	AUTOMOTIVE EQUIPMENT	-	216,000.00	90,000.00	90,000.00
3000 - STORMWATER MANAGEMENT	54120-3200	AUTOMOTIVE EQUIPMENT-DRAINAGE	-	-	80,000.00	80,000.00
3000 - STORMWATER MANAGEMENT	57006-0110	TRANSFER OUT SWM CAPITAL RESERVE	-	-	2,795,000.00	2,795,000.00
3000 - STORMWATER MANAGEMENT	57070-0213	TRANSFER OUT 1993 STMWTR BOND	-	-	-	-
3000 - STORMWATER MANAGEMENT	57070-0219	TRANSFER OUT 2016 STORMWATER B	-	-	-	-
3000 - STORMWATER MANAGEMENT Total			8,202,248.00	11,570,590.00	15,706,446.00	15,701,946.00

**FY2025 Department Request
Stormwater Management Five Year Outlook
Revenue - Expenditure Comparison
(\$ in Millions)**



** Number are in Millions \$\$	FY2023 Actual	FY2024 Projected	FY2025 Request	FY2026 Projected	FY2027 Projected	FY2028 Projected	FY2029 Projected
Operating Fund Balance	\$ 19.35	\$ 22.75	\$ 22.81	\$ 18.69	\$ 14.97	\$ 11.49	\$ 9.76
1600-3002 - Capital Reserve	\$ 2.05	\$ 3.95	\$ 6.09	\$ 8.89	\$ 11.72	\$ 14.19	\$ 16.06
1600-3100 - Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fund Balance, December 1	\$ 21.40	\$ 26.71	\$ 28.90	\$ 27.58	\$ 26.69	\$ 25.67	\$ 25.82
Revenue							
Property Tax	\$ 9.44	\$ 9.41	\$ 9.43	\$ 9.43	\$ 9.43	\$ 9.43	\$ 9.43
Transfer In - General Fund - SW	\$ 4.18	\$ 2.60	\$ 2.85	\$ 2.85	\$ 2.85	\$ 2.85	\$ 2.85
Transfer In - General Fund - Drainage	\$ -	\$ -	\$ 0.59	\$ 0.64	\$ 0.63	\$ 0.59	\$ 0.57
Interest	\$ 0.92	\$ 1.23	\$ 0.87	\$ 0.91	\$ 0.94	\$ 0.98	\$ 1.02
Stormwater Permit Fees	\$ 0.50	\$ 0.55	\$ 0.56	\$ 0.53	\$ 0.51	\$ 0.53	\$ 0.53
Reimbursement - other funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State/Federal project reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Misc/Other	\$ 0.07	\$ 0.07	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08	\$ 0.08
Total Revenue	\$ 15.11	\$ 13.85	\$ 14.38	\$ 14.43	\$ 14.44	\$ 14.45	\$ 14.48
	\$ 34.46	\$ 36.61	\$ 37.19	\$ 33.12	\$ 29.41	\$ 25.94	\$ 24.24
Operational Expenses							
Personnel Services	\$ 3.71	\$ 4.17	\$ 4.87	\$ 4.91	\$ 5.06	\$ 5.21	\$ 5.37
Commodities	\$ 0.15	\$ 0.19	\$ 0.25	\$ 0.22	\$ 0.24	\$ 0.24	\$ 0.25
Contractual	\$ 2.61	\$ 2.96	\$ 3.92	\$ 3.85	\$ 3.78	\$ 3.75	\$ 3.85
Capital Acquisition - 1600-3000	\$ 1.43	\$ 2.20	\$ 3.87	\$ 3.51	\$ 3.91	\$ 3.23	\$ 2.88
Capital Acquisition - 1600-3100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Transfer Out - SWM Capital Reserve	\$ 1.90	\$ 2.14	\$ 2.80	\$ 2.83	\$ 2.47	\$ 1.88	\$ 2.15
Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Operational Expenses	\$ 9.81	\$ 11.66	\$ 15.70	\$ 15.32	\$ 15.46	\$ 14.30	\$ 14.49

Ending Fund Balance, November 30	\$ 26.71	\$ 28.90	\$ 27.58	\$ 26.69	\$ 25.67	\$ 25.82	\$ 25.82
% Fund Balance/Expenditures	272.36%	247.91%	175.64%	174.16%	166.11%	180.51%	178.25%
Headcount	40	40	40	40	40	40	40

Note: Figures subject to rounding; outyear budgets are balanced as they become current.

Major Assumptions

Stormwater's cash requirements are unique due to the timing of debt service transfers. Beginning year balances should be at least 70% of total expense requirements (not including federal or state funded projects).

Personnel Services Major Assumptions

- Accounting for possible retirement payout (51000 Benefits)
- Between FY2025 & FY2029 there are 4 long term stormwater employees eligible for retirement, this has been included in the personnel

Anticipating increased costs in Capital Repair/Maintenance in FY2025-FY2029 based on Study completed in FY2021.

In FY2022 and outyears, a Capital Acquisition Contingency fund is utilized for maintenance and replacement of major County flood contr

The outlook does not include projects funded by ARPA, EPA 319 Grants, FEMA BRIC Grants or DCEO Grants.



Stormwater Management Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: SM-R-0006-25

Agenda Date: 6/3/2025

Agenda #: 8.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE NORTH ADAMS STREET DETENTION NATURALIZATION PROJECT

WHEREAS, the VILLAGE OF WESTMONT (VILLAGE) and the COUNTY OF DUPAGE (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 COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the North Adams Street Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand seven hundred fifty dollars (\$14,750); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand seven hundred fifty dollars (\$14,750) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Village of Itasca, is hereby accepted and approved by the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Westmont, Attn: Jon Yeater, 155 E. Burlington Ave, Westmont, IL 60559; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10th Day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1304	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$14,750.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$14,750.00
	CURRENT TERM TOTAL COST: \$14,750.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Westmont	VENDOR #: 10469	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jon Yeater	VENDOR CONTACT PHONE: 630-981-6285	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jyeater@westmont.il.gov	VENDOR WEBSITE: westmont.illinois.gov	DEPT REQ #: 1600-2513	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide then the basin will be seeded with a native seed mix.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Westmont's North Adams Street Detention Naturalization Project has been selected for funding for the FY 2025 Water Quality Improvement Program grant.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Jun 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Westmont- North Adams Street Detention Naturalization Project	FY25	1600	3000	53830		14,750.00	14,750.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 14,750.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE NORTH ADAMS STREET
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (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 COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the North Adams Street Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand seven hundred fifty dollars (\$14,750); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand seven hundred fifty dollars (\$14,750) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; 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 hereof, 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.

2.0 PROJECT DESCRIPTION.

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be fifty-nine thousand dollars (\$59,000). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$44,250
<u>COUNTY OF DUPAGE</u>	<u>\$14750</u>
TOTAL	\$59,000

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal 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 successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all 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 documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fourteen thousand seven hundred fifty dollars (\$14,750). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 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. The VILLAGE and VILLAGE'S contractors 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 maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety 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 in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fourteen thousand seven hundred fifty dollars (\$14,750).
 - 5.2.3 In the event PROJECT costs total less than Fifty-Nine Thousand dollars (\$59,000), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed 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 COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable 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 VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials 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 COUNTY, its 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 the 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 VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY 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 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 until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the 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 the 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:

Jonathan Yeater
Public Works
Village of Westmont
155 E. Burlington Ave
Westmont, Illinois, 60559

Claire Kissane
Water Quality Specialist
DuPage County Stormwater
Management 421 N. County Farm
Road
Wheaton, Illinois 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 WAIVER OF TORT IMMUNITIES

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

[This space left intentionally blank]

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

Deborah A. Conroy,
Chair

Ronald J. Gunter,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Amanda Szymiski,
Village Clerk



Stormwater Management Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: SM-R-0007-25

Agenda Date: 6/3/2025

Agenda #: 8.B.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 3927 N LINCOLN DETENTION NATURALIZATION PROJECT

WHEREAS, the VILLAGE OF WESTMONT (VILLAGE) and the COUNTY OF DUPAGE (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 COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 3927 N Lincoln Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed five thousand eight hundred sixty-five dollars (\$5,865); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed five thousand eight hundred sixty-five dollars (\$5,865) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Village of Westmont, is hereby accepted and approved by the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Westmont, Attn: Jon Yeater, 155 E. Burlington Ave, Westmont, IL 60559; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10th Day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

<i>General Tracking</i>		<i>Contract Terms</i>	
FILE ID#: 25-1306	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$5,865.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$5,865.00
	CURRENT TERM TOTAL COST: \$5,865.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Village of Westmont	VENDOR #: 10469	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jon Yeater	VENDOR CONTACT PHONE: 630-9816285	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jyeater@westmont.il.gov	VENDOR WEBSITE: westmont.illinois.gov	DEPT REQ #: 1600-2514	
<i>Overview</i>			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide then the basin will be seeded with a native seed mix.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Westmont's 3927 North Lincoln Detention Naturalization Project has been selected for funding for the FY 2025 Water Quality Improvement Program grant.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Jun 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Westmont- 3927 North Lincoln Detention Naturalization Project	FY25	1600	3000	53830		5,865.00	5,865.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 5,865.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 3927 N LINCOLN
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (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 COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et.seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 3927 N Lincoln Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality Salt Creek; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed five thousand eight hundred sixty-five dollars (\$5,865); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed five thousand eight hundred sixty-five dollars (\$5,865) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; 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 hereof, 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.

2.0 PROJECT DESCRIPTION.

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be twenty-three thousand four hundred sixty dollars (\$23,460). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$17,595
COUNTY OF DUPAGE	\$5 865
TOTAL	\$23,460

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal 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 successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all 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 documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than five thousand eight hundred sixty-five dollars (\$5,865). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 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. The VILLAGE and VILLAGE'S contractors 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 maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety 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 in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed five thousand eight hundred sixty-five dollars (\$5,865).
 - 5.2.3 In the event PROJECT costs total less than twenty-three thousand four hundred sixty dollars (\$23,460), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed 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 COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable 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 VILLAGE'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials 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 COUNTY, its 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 the 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 VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY 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 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 until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the 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 the 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:

Jonathan Yeater
Public Works
Village of Westmont
155 E. Burlington Ave
Westmont, Illinois, 60559

Claire Kissane
Water Quality Specialist
DuPage County Stormwater
Management 421 N. County Farm
Road
Wheaton, Illinois 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 WAIVER OF TORT IMMUNITIES

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

[This space left intentionally blank]

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

Deborah A. Conroy,
Chair

Ronald J. Gunter,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Amanda Szymiski,
Village Clerk



Stormwater Management Resolution

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: SM-R-0008-25

Agenda Date: 6/3/2025

Agenda #: 8.C.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 328 S WILMETTE AVENUE DETENTION NATURALIZATION PROJECT

WHEREAS, the VILLAGE OF WESTMONT (VILLAGE) and the COUNTY OF DUPAGE (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 COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 328 S Wilmette Avenue Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand two hundred thirty dollars (\$14,230); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand two hundred thirty dollars (\$14,230) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and Village of Westmont, is hereby accepted and approved by the Chair of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to Transmit certified copies of this Resolution and the attached AGREEMENT to the Village of Westmont, Attn: Jon Yeater, 155 E Burlington Ave, Westmont, IL 60559; Nicholas Alfonso/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and to the DuPage County Stormwater Management Department, by and through the Stormwater Management Department.

Enacted and approved this 10th Day of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1308	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$14,230.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$14,230.00
	CURRENT TERM TOTAL COST: \$14,230.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Wesmont	VENDOR #: 10469	DEPT: Stormwater Management	DEPT CONTACT NAME: Claire Kissane
VENDOR CONTACT: Jon Yeater	VENDOR CONTACT PHONE: 630-981-6285	DEPT CONTACT PHONE #: 630-407-6682	DEPT CONTACT EMAIL: claire.kissane@dupagecounty.gov
VENDOR CONTACT EMAIL: jyeater@westmont.il.gov	VENDOR WEBSITE: westmont.illinois.gov	DEPT REQ #: 1600-2515	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide then the basin will be seeded with a native seed mix.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Village of Westmont's 328 South Wilmette Avenue Detention Naturalization Project has been selected for funding for the FY 2025 Water Quality Improvement Program grant.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. IGA (INTERGOVERNMENTAL AGREEMENT)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement.
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted.

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Westmont	Vendor#: 10469	Dept: Stormwater Management	Division:
Attn: Jon Yeater	Email: jyeater@westmont.il.gov	Attn: Claire Kissane	Email: claire.kissane@dupagecounty.gov
Address: 155 E Burlington Ave	City: Westmont	Address: 421 N County Farm Road	City: Wheaton
State: IL	Zip: 60559	State: IL	Zip: 60187
Phone: 630-981-6285	Fax:	Phone: 630-407-6682	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 10, 2025	Contract End Date (PO25): Jun 30, 2026

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Westmont- 328 South Wilmette Avenue Detention Naturalization Project	FY25	1600	3000	53830		14,230.00	14,230.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 14,230.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE OF WESTMONT FOR THE 328 S WILMETTE AVENUE
DETENTION NATURALIZATION PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 10th day of June 2025 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF WESTMONT, a body politic and corporate, with offices at 155 E Burlington Avenue, Westmont, Illinois 60559 (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 COUNTY authority to take action to manage stormwater and control flooding and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et.seq.); and

WHEREAS, the COUNTY has adopted the DuPage County Stormwater Management Plan which recognizes the reduction of stormwater runoff and improving water quality as an integral part of the proper management of storm and flood waters; and

WHEREAS, the VILLAGE has developed a conceptual design for the construction of a water quality project at the 328 S Wilmette Avenue Detention Basin (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality of the Des Plaines River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed fourteen thousand two hundred thirty dollars (\$14,230); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed fourteen thousand two hundred thirty dollars (\$14,230) per this AGREEMENT; and

WHEREAS, the VILLAGE shall share any available data collected from the PROJECT for the purposes of fostering community education and improving upon similar future projects; 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 hereof, 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.

2.0 PROJECT DESCRIPTION.

- 1.1 The PROJECT involves the conversion of the detention basin from conventional turfgrass to native vegetation. The turfgrass will be killed with herbicide and then the basin will be seeded with a native seed mix. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Salt Creek watershed.
- 2.1 The PROJECT shall be developed essentially in accord with the conceptual design, as prepared by the Village of Westmont and submitted January 3, 2025, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be fifty-six thousand nine hundred twenty dollars (\$56,920). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF WESTMONT	\$42,690
<u>COUNTY OF DUPAGE</u>	<u>\$14,230</u>
TOTAL	\$56,920

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the

VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30, 2026, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE'S timely and satisfactory completion of the PROJECT.
- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE'S administrative costs, overhead, payroll, land acquisition, legal 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 successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The VILLAGE shall be responsible for submitting copies of all 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 documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced more than fourteen thousand two hundred thirty dollars (\$14,230). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 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. The VILLAGE and VILLAGE'S contractors 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 maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety 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 in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 During the PROJECT and after its substantial completion, the VILLAGE shall be solely responsible for the ownership, operation, supervision, staffing, control, and maintenance of the PROJECT.
- 4.13 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed fourteen thousand two hundred thirty dollars (\$14,230).
 - 5.2.3 In the event PROJECT costs total less than fifty-six thousand nine hundred twenty dollars (\$56,920), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2026, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed 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 COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The VILLAGE shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable 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 VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials 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 COUNTY, its 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 the 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 VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY 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 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 until the earlier of the following occurs:

9.1.1 June 30, 2026, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2026.

10.0 ENTIRE AGREEMENT.

10.1 This AGREEMENT, including matters incorporated herein, contains the entire AGREEMENT between the 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 the 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:

Jonathan Yeater
Public Works
Village of Westmont
155 E. Burlington Ave
Westmont, Illinois, 60559

Claire Kissane
Water Quality Specialist
DuPage County Stormwater
Management 421 N. County Farm
Road
Wheaton, Illinois 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 WAIVER OF TORT IMMUNITIES

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

[This space left intentionally blank]

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

COUNTY OF DUPAGE

VILLAGE OF WESTMONT

Deborah A. Conroy,
Chair

Ronald J. Gunter,
Mayor

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Ananda Szymanski,
Village Clerk



Technology Requisition \$30,000 and Over

421 N. COUNTY FARM
ROAD
WHEATON, IL 60187
www.dupagecounty.gov

File #: TE-P-0008-25

Agenda Date: 6/3/2025

Agenda #: 6.B.

AWARDING RESOLUTION TO
ACCELA, INC.
FOR THE ANNUAL SUBSCRIPTION FOR
VELOSIMO CONNECT ENTERPRISE FOR BLUEBEAM AND
ACCELA CITIZEN ACCESS AND CIVIC PLATFORM
FOR BUILDING AND ZONING, STORMWATER MANAGEMENT,
DIVISION OF TRANSPORTATION AND PUBLIC WORKS
(CONTRACT AMOUNT: \$1,144,575.00)

WHEREAS, an agreement has been negotiated in accordance with County Board policy; and

WHEREAS, the Technology Committee recommends County Board approval for the issuance of a contract purchase order to Accela, Inc., for the annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform, for Building & Zoning, Stormwater, Division of Transportation, and Public Works.

NOW, THEREFORE, BE IT RESOLVED, that County contract covering said, for the annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam and Citizen Access and Civic Platform, for the period June 23, 2025 through June 22, 2029, for Building & Zoning, Stormwater, Division of Transportation, and Public Works, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Department to Accela, Inc., 2633 Camino Ramon, Suite 500, San Ramon, CA 94583, for a contract total amount not to exceed \$1,144,575.00.

Enacted and approved this 10th of June, 2025 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Procurement Review Comprehensive Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 25-1109	RFP, BID, QUOTE OR RENEWAL #: Q-35144 & Q-36554	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$1,144,575.00
COMMITTEE: TECHNOLOGY	TARGET COMMITTEE DATE: 06/03/2025	PROMPT FOR RENEWAL: 3 MONTHS	CONTRACT TOTAL COST WITH ALL RENEWALS: \$1,144,575.00
	CURRENT TERM TOTAL COST: \$1,144,575.00	MAX LENGTH WITH ALL RENEWALS: ONE YEAR	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Accela Inc.	VENDOR #: 23818	DEPT: Building & Zoning	DEPT CONTACT NAME: Jim Stran
VENDOR CONTACT: Caitlin Carter	VENDOR CONTACT PHONE: 925-359-3411	DEPT CONTACT PHONE #: 630-407-6700	DEPT CONTACT EMAIL: Jim.Stran@dupagecounty.gov
VENDOR CONTACT EMAIL: ccarter@accela.com	VENDOR WEBSITE:	DEPT REQ #:	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). One (1) year subscription service for Velosimo Connect Enterprise for Bluebeam and five (5) year subscription service for Accela Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This software will provide the necessary bridge to allow plans to be submitted, reviewed and approved by applicants and County Staff, including concurrent reviews by multiple departments.			

SECTION 2: DECISION MEMO REQUIREMENTS

DECISION MEMO NOT REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is not required. SOLE SOURCE PER DUPAGE ORDINANCE, SECTION 2-350 (MUST FILL OUT SECTION 4)
DECISION MEMO REQUIRED	Select an item from the following dropdown menu to identify why a Decision Memo (Section 3) is required.

SECTION 3: DECISION MEMO

SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION	
JUSTIFICATION	Select an item from the following dropdown menu to justify why this is a sole source procurement. SOLE PROVIDER OF ITEMS THAT ARE COMPATIBLE WITH EXISTING EQUIPMENT, INVENTORY, SYSTEMS, PROGRAMS OR SE
NECESSITY AND UNIQUE FEATURES	Describe the product or services that are not available from other vendors. Explain necessary and unique features or services. Attach letters from manufacturer, letters from distributor, warranties, licenses, or patents as needed. Be specific. Accela is the sole provider for this software.
MARKET TESTING	List and describe the last time the market has been tested on the applicability of the sole source. If it has not been tested over the last 12 months, explain why not. Accela is a proprietary system.
AVAILABILITY	Describe steps taken to verify that these features are not available elsewhere. Included a detailed list of all products or services by brand/manufacturer examined and include names, phone numbers, and emails of people contacted. Accela is a proprietary system.

SECTION 5: Purchase Requisition Information			
<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Accela Inc.	Vendor#: 23818	Dept: IT	Division:
Attn: Caitlin Carter	Email: ccarter@accela.com	Attn: Sarah Godzicki	Email: ITAP@dupagecounty.gov
Address: 2633 Camino Ramon, Suite 500	City: San Ramon	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75320-8298	State: IL	Zip: 60187
Phone: 925-359-3411	Fax:	Phone: 630-407-5037	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Accela Inc.	Vendor#: 23818	Dept: Building & Zoning	Division:
Attn:	Email:	Attn: Jim Stran	Email: Jim.Stran@dupagecounty.gov
Address: PO VBox 208298	City: Dallas	Address: 421 N. County Farm Road	City: Wheaton
State: TX	Zip: 75320-8298	State: IL	Zip: 60187
Phone:	Fax:	Phone: 630-407-6700	Fax:
<i>Shipping</i>		<i>Contract Dates</i>	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 23, 2025	Contract End Date (PO25): Jun 22, 2029

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Accela Velosimo Connect Enterprise for Bluebeam (FY25)	FY25	1100	2810	53807		34,720.81	34,720.81
2	1	EA		Accela Citizen Access and Civic Platform SaaS (FY25, FY26, FY27)	FY25	1100	2810	53807		646,203.30	646,203.30
3	1	EA		Accela Citizen Access and Civic Platform SaaS (FY28)	FY28	1100	2810	53807		226,171.16	226,171.16
4	1	EA		Accela Citizen Access and Civic Platform SaaS (FY29)	FY29	1100	2810	53807		237,479.73	237,479.73
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 1,144,575.00

Comments	
HEADER COMMENTS	Provide comments for P020 and P025. Five (5) year subscription service for Accela Citizen Access and Civic Platform for Building & Zoning, Public Works, Stormwater, and Transportation.
SPECIAL INSTRUCTIONS	Provide comments for Buyer or Approver (not for P020 and P025). Comments will not appear on PO.
INTERNAL NOTES	Provide comments for department internal use (not for P020 and P025). Comments will not appear on PO.
APPROVALS	Department Head signature approval for procurements under \$15,000. Procurement Officer Approval for ETSB.



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-35144
Valid Through: 3/04/2025
Currency: USD

Renewal Order Form

Address Information

Bill To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois, 60187
United States

Ship To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187
United States

Billing Name: Jim Stran
Billing Phone: 6304076700
Billing Email: jim.stran@dupageco.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Velosimo Connect Enterprise for Bluebeam	Year 1	06/23/2025	06/22/2026	12	\$34,720.81	1	\$34,720.81
TOTAL:							\$34,720.81

Pricing Summary

Period	Net Total
Year 1	\$34,720.81
Total	\$34,720.81

Renewal Terms/Information:

- This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
- No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
- For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
- Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not

listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer’s first Subscription purchase.

- 5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
- 6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
- 7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer’s existing licenses.
- 8. Use of Velosimo products is subject to the applicable terms and conditions provided at [Velosimo](#).
- 9. The necessary access URL and credentials will be provided to allow the Customer and its Authorized Users access to the subscription service.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:



9110 Alcosta Blvd, Suite H #3030
San Ramon, CA, 94583

Proposed by: Caitlin Carter
Contact Phone: (925) 359 - 3411
Contact Email: ccarter@accela.com
Quote ID: Q-36554
Valid Through: 06/01/2025
Currency: USD

Renewal Order Form

Address Information

Bill To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois, 60187
United States

Ship To:

DuPage County
421 N. County Farm Road
Wheaton, Illinois 60187
United States

Billing Name: Jim Stran
Billing Phone: 6304076700
Billing Email: jim.stran@dupageco.org

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 1	06/23/2025	06/22/2026	12	\$31,252.27	1	\$31,252.27
Accela Civic Platform - Subscription User - Stormwater	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	22	\$58,714.12
Accela Civic Platform - Subscription User - Transportation	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	8	\$21,350.59
Multi-User Subscription - Building & Zoning	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	33	\$88,071.18
> Accela Building - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 1	06/23/2025	06/22/2026	12	\$2,668.82	6	\$16,012.94
> Accela Building - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 1	06/23/2025	06/22/2026	12	\$0.00	6	\$0.00
TOTAL:							\$215,401.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 2	06/23/2026	06/22/2027	12	\$31,252.27	1	\$31,252.27
Accela Civic Platform - Subscription User - Stormwater	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	22	\$58,714.12
Accela Civic Platform - Subscription User -	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	8	\$21,350.59

Transportation							
Multi-User Subscription - Building & Zoning	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	33	\$88,071.18
> Accela Building - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 2	06/23/2026	06/22/2027	12	\$2,668.82	6	\$16,012.94
> Accela Building - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 2	06/23/2026	06/22/2027	12	\$0.00	6	\$0.00
TOTAL:							\$215,401.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 3	06/23/2027	06/22/2028	12	\$31,252.27	1	\$31,252.27
Accela Civic Platform - Subscription User - Stormwater	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	22	\$58,714.12
Accela Civic Platform - Subscription User - Transportation	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	8	\$21,350.59
Multi-User Subscription - Building & Zoning	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	33	\$88,071.18
> Accela Building - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 3	06/23/2027	06/22/2028	12	\$2,668.82	6	\$16,012.94
> Accela Building - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 3	06/23/2027	06/22/2028	12	\$0.00	6	\$0.00
TOTAL:							\$215,401.10

Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 4	06/23/2028	06/22/2029	12	\$32,814.88	1	\$32,814.88
Accela Civic Platform - Subscription User - Stormwater	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	22	\$61,649.83
Accela Civic Platform - Subscription User - Transportation	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	8	\$22,418.12
Multi-User Subscription - Building & Zoning	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	33	\$92,474.74
> Accela Building - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 4	06/23/2028	06/22/2029	12	\$2,802.26	6	\$16,813.59
> Accela Building - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 4	06/23/2028	06/22/2029	12	\$0.00	6	\$0.00

TOTAL:	\$226,171.16
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Services	Year	Start Date	End Date	Term (Months)	Price	Qty	Net Total
Accela Citizen Access - Subscription Population (All Depts) (935,126 Population)	Year 5	06/23/2029	06/22/2030	12	\$34,455.63	1	\$34,455.63
Accela Civic Platform - Subscription User - Stormwater	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	22	\$64,732.32
Accela Civic Platform - Subscription User - Transportation	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	8	\$23,539.03
Multi-User Subscription - Building & Zoning	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	33	\$97,098.48
> Accela Building - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	33	\$0.00
> Accela Planning - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	33	\$0.00
Multi-User Subscription - Public Works	Year 5	06/23/2029	06/22/2030	12	\$2,942.38	6	\$17,654.27
> Accela Building - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	6	\$0.00
> Accela Planning - SaaS	Year 5	06/23/2029	06/22/2030	12	\$0.00	6	\$0.00
TOTAL:							\$237,479.73

Pricing Summary

Period	Net Total
Year 1	\$215,401.10
Year 2	\$215,401.10
Year 3	\$215,401.10
Year 4	\$226,171.16
Year 5	\$237,479.73
Total	\$1,109,854.19

Renewal Terms/Information:

1. This Order Form, including any OnPrem Licenses, Maintenance and Support, Subscription Services, Enhanced Reporting Database and Managed Application Services will be governed by the applicable terms and conditions. If those terms and conditions are non-existent, have expired, do not apply or have otherwise been terminated, the following terms at [AccelaTerms](#) will govern as applicable, based on the Customer's purchase.
2. No additional or conflicting terms or conditions stated in Customer's order documentation, including, without limitation, purchase orders, will be incorporated into or form any part of this Order Form or the governing agreement, and all such terms or conditions will be null and void.
3. For Software Licenses, Accela may terminate this Order Form in the event the Software is phased out across Accela's customer base. In such event, Accela will provide Customer sufficient advance notice and the parties will mutually agree to a migration plan for converting Customer to another Accela generally-available offering with comparable functionality.
4. Subscriptions continue from the Order Start Date through the number of months listed in this Order Form (or if not listed, twelve (12) months). Thereafter Subscriptions automatically renew annually as calculated from Order Start Date of Customer's first Subscription purchase.

- 5. All Software Licenses, Maintenance, and Subscription purchases are non-cancelable and non-refundable.
- 6. Pricing is based upon payment by ACH and check. Payment by credit card (including Purchase Cards) for product and services in this Order Form will be subject to a service charge of 3%. There is no service charge for ACH or check payment.
- 7. Customer may purchase additional licenses at the same price and for the same term as the licenses in this Order Form. Additional licenses purchased in this way will have the same annual price applicable for the purchase period and will have the same uplift and term dates as Customer’s existing licenses.
- 8. The prepayment amount for Years 1 through 3 of the order is \$646,203.30. Years 4 and 5 will be billed annually thereafter.

Signatures	
Accela, Inc.	Customer
Signature:	Signature:
Print Name:	Print Name:
Title:	Title:
Date:	Date:

5/22/2025

DuPage County, IL
421 N County Farm Road
Wheaton, IL 60187

Re: Sole Source Status

Dear Sarah Godzicki:

Please allow me to offer the following information to clarify the source status of Accela, Inc.'s ("Accela") products and services. Accela, as owner and software manufacturer of Accela software products and services, is the sole source provider of technical support and maintenance for all Accela software products and services licensed to DuPage County, IL , including Accela Citizen Access, Accela Civic Platform Users, and Multi-User Subscription (Building & Planning). No third-party vendor, company, or entity is authorized to develop new features for, provide development services for, or to maintain these products and services.

If you have any questions or concerns, please contact Madina Sharifi via email at msharifi@accela.com.

Sincerely,

Signature on File

Michael E. Gigliello
Controller



Required Vendor Ethics Disclosure Statement

Failure to complete and return this form may result in delay or cancellation of the County's Contractual Obligation.

Date: Apr 22, 2025

Bid/Contract/PO #:

Company Name: Accela, Inc.	Company Contact: Contracts Admin
Contact Phone: (925) 659-3200	Contact Email: contractsadmin@accela.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

☒ **NONE (check here) - If no contributions have been made**

Recipient	Donor	Description (e.g. cash, type of item, in-kind services, etc.)	Amount/Value	Date Made

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid and shall update such disclosure with any changes that may occur.

☒ **NONE (check here) - If no contacts have been made**

Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid	Telephone	Email

A contractor or vendor that knowingly violates these disclosure requirements is subject to penalties which may include, but are not limited to, the immediate cancellation of the contract and possible disbarment from future county contracts.

Continuing disclosure is required, and I agree to update this disclosure form as follows:

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:

http://www.dupagecounty.gov/government/county_board/ethics_at_the_county/

I hereby acknowledge that I have received, have read, and understand these requirements.

Authorized Signature Signature on File

Printed Name Michael E. Gigliello

Title Controller

Date Apr-24-2025

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)