



DU PAGE COUNTY

Stormwater Management Committee

Regular Meeting Agenda

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

Tuesday, June 2, 2026

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. [26-1485](#)

Stormwater Management Committee - Regular Meeting Minutes - May 5, 2026.

6. **CONSENT AGENDA**

6.A. [26-1582](#)

Christopher B. Burke PO 7239-1-SERV is decreasing in the amount of \$6,007.50 and closing due to purchase order expiring.

6.B. [26-1583](#)

Farnsworth Group PO 7115-1-SERV is decreasing in the amount of \$33,477.73 and closing due to purchase order expiring.

6.C. [26-1584](#)

Bay Crane Midwest PO 7945-1-SERV is decreasing in the amount of \$13,973.40 and closing due to purchase order expiring.

6.D. [26-1585](#)

Civil & Environmental PO 7865-1-SERV is decreasing in the amount of \$11,972.85 and closing due to purchase order expiring.

7. **CLAIMS REPORTS**

7.A. [26-1594](#)

Schedule of Claims - May 2026

8. **STAFF REPORTS**

8.A. [26-1486](#)

Stormwater Program and Events Update

- 8.B. [26-1487](#)
DPC Stormwater Management Currents Newsletter
- 8.C. [26-1488](#)
Quarterly Spill Report
- 8.D. [26-1489](#)
Annual Report to Illinois Environmental Protection Agency

9. ACTION ITEMS

- 9.A. [SM-R-0005-26](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and Milton Township Highway Department, for the National Street Drainage Improvement Project, for an agreement not to exceed \$30,000.
- 9.B. [SM-R-0006-26](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the City of West Chicago, for the Ray Avenue Drainage Improvement Project.

10. PRESENTATION

- 10.A. FY27 Budget Discussion

11. OLD BUSINESS

12. NEW BUSINESS

13. ADJOURNMENT



Minutes

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

File #: 26-1485

Agenda Date: 6/2/2026

Agenda #: 5.A.



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, May 5, 2026

7:30 AM

County Board Room

1. **CALL TO ORDER**

The meeting was called to order by Vice Chair Brummel at 7:30 AM.

2. **ROLL CALL**

PRESENT	Brummel, Eckhoff, Evans, Fasules, Hinterlong, Honig, and Tiesenga
ABSENT	Nero, Pulice, and Zay
LATE	DeSart, and Tornatore

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

Vice Chair Brummel is facilitating this committee meeting in Chair Zay's absence.

[26-1419](#)

SCARCE - 2026 Sustainable Design Challenge Awards

Director Hunn, Kay McKeen, and staff from SCARCE presented the winners of the 20th Annual Sustainable Design Challenge: Best Overall LEED Design, Best Stormwater Design, and Best Energy Design. A total of 60 students and 22 teams from surrounding high schools participated in the challenge.

4. **PUBLIC COMMENT**

5. **APPROVAL OF MINUTES**

5.A. [26-1249](#)

Stormwater Management Committee - Regular Meeting Minutes - April 7, 2026.

RESULT:	APPROVED
MOVER:	Dawn DeSart
SECONDER:	Sam Tornatore

6. **CLAIMS REPORTS**

6.A. [26-1358](#)

Schedule of Claims - April

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Sam Tornatore

7. STAFF REPORTS

7.A. [26-1250](#)

Stormwater Program and Events Update

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Lucy Evans
SECONDER:	Gary Fasules

7.B. [26-1251](#)

DPC Stormwater Management Currents Newsletter

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Edward Tiesenga
SECONDER:	Dawn DeSart

8. ACTION ITEMS

8.A. [SM-P-0007-26](#)

Recommendation for the approval of a contract issued to Contigo Engineering, PLLC, for on-call professional engineering services, for Stormwater Management, for the period of May 12, 2026 through November 30, 2027, for a contract total not to exceed \$70,000. Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et seq.

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Lucy Evans
SECONDER:	Sam Tornatore
AYES:	Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, and Tornatore
ABSENT:	Nero, Pulice, and Zay

8.B. [26-1329](#)

Request to open 30-day public comment period for the Upper West Branch DuPage River Watershed-Based Plan (Water Quality)

RESULT:	APPROVED
MOVER:	Dawn DeSart

SECONDER:	Sam Tornatore
AYES:	Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, and Tornatore
ABSENT:	Nero, Pulice, and Zay

9. INFORMATIONAL

9.A. [TE-P-0008-26](#)

Recommendation for the approval of a contract to Accela, Inc., for annual subscription service for Accela Velosimo Connect Enterprise for Bluebeam, for Building & Zoning, Public Works, Stormwater, and Transportation, for the period of June 23, 2026 through June 22, 2027, for a contract total amount not to exceed \$34,720.81. Per 55 ILCS 5/5-1022(d) exempt from bidding - IT/Telecom purchases which do not exceed \$35,000.

RESULT:	APPROVED
MOVER:	Paul Hinterlong
SECONDER:	Andrew Honig
AYES:	Brummel, DeSart, Eckhoff, Evans, Fasules, Hinterlong, Honig, Tiesenga, and Tornatore
ABSENT:	Nero, Pulice, and Zay

10. OLD BUSINESS

Director Hunn presented an overview of the Flood-Prone Property Buy Out Program, and addressed questions around funding, appraisals, and awareness from Member DeSart, Member Evans, and Member Eckhoff.

Director Hunn stated she will clarify with the State's Attorney whether or not we may notify homeowners of eligible homes for the program. Director Hunn will look at additional funding for the program in the FY27 budget. She will work with staff and discuss the program modification with Member Eckhoff, and potentially present it to the Committee as part of the budget process at a future meeting.

[26-1422](#)

Voluntary Flood Prone Property Buy Out Program Presentation

11. NEW BUSINESS

On behalf of Chair Zay who was unable to make the meeting and the entire stormwater team, Director Hunn acknowledged Stormwater Regulatory Manager, Clayton Heffter for his 25 years of service, overseeing stormwater permitting, regulatory compliance, and watershed protection efforts. He is set to retire in June 2026. We thank Clayton for his outstanding contributions and wish him well on his retirement.

12. ADJOURNMENT

With no further business, the meeting was adjourned at 8:05 AM. Motioned by Member Hinterlong and seconded by Member Eckhoff with all Committee members in favor.

RESULT:	APPROVED
MOVER:	Paul Hinterlong
SECONDER:	Grant Eckhoff



Consent Item

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

File #: 26-1582

Agenda Date: 6/2/2026

Agenda #: 6.A.

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: May 20, 2026

File ID #: _____

Purchase Order #: 7239-1- SERV	Original Purchase Order Date: Jul 1, 2024	Change Order #: 1	Department: Stormwater Management
Vendor Name: Christopher B Burke		Vendor #: 10234	Dept. Contact: Alicia Favela
Action Requested and Reason for Change (\$6,007.50) Decrease and Close, PO expired on 11/30/25			
Order Request:			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting Contract Value	\$24,500.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$24,500.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$6,007.50)
E	New Contract Amount (C + D)	\$18,492.50
F	Cumulative Change Order Amount (B + D)	(\$6,007.50)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-24.52%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order Close Contract Contract Extension (≤59 Days) Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____ Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract Increase Encumbrance and Close Contract Decrease Encumbrance Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____ Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above) Other - Explain In Summary Explanation Box Below


Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

AFP	6698	May 20, 2026		2676	05-20-26
Prepared By	Phone Ext.	Date	Recommended for Approval	Phone Ext.	Date
_____	_____	_____	_____	_____	_____
Reviewed by Procurement Officer	Date		Completed by Buyer	Date	
_____	_____		_____	_____	



Consent Item

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

File #: 26-1583

Agenda Date: 6/2/2026

Agenda #: 6.B.

Consent
SWM 6/12
CB 6/19

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: May 15, 2026

File ID #: _____

Purchase Order #: 7115-1- SERV	Original Purchase Order Date: Jun 11, 2024	Change Order #: 2	Department: Stormwater Management
Vendor Name: Farnsworth Group		Vendor #: 30135	Dept. Contact: Alicia Favela
Action Requested and Reason for Change (\$33,477.73) Decrease and Close, PO expired on 1/28/26			
Order Request:			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting Contract Value	\$60,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$60,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$33,477.73)
E	New Contract Amount (C + D)	\$26,522.27
F	Cumulative Change Order Amount (B + D)	(\$33,477.73)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-55.80%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order Close Contract Contract Extension (≤59 Days) Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____ Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract Increase Encumbrance and Close Contract Decrease Encumbrance Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____ Cancel Contract
- Cumulative Increase Greater Than \$10,000 (Row 'F' Above) Other - Explain In Summary Explanation Box Below

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Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

AFP _____ 6698 _____ May 15, 2026 _____
Prepared By Phone Ext. Date

SA _____ 6676 05.20.2026
Recommended for Approval Phone Ext. Date

[Signature] _____ 5/26/2026
Reviewed by Procurement Officer Date

Completed by Buyer Date



Consent Item

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

File #: 26-1584

Agenda Date: 6/2/2026

Agenda #: 6.C.

Consent
SWM 6/2
CB 6/9

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: May 15, 2026

File ID #:

Purchase Order #: 7945-1- SERV	Original Purchase Order Date: Jan 1, 2025	Change Order #: 2	Department: Stormwater Management
Vendor Name: Bay Crane Midwest		Vendor #: 47045	Dept. Contact: Alicia Favela
Action Requested and Reason for Change (\$13,973.40) Decrease and Close, PO expired on 11/30/25			
Order Request:			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE

A	Starting Contract Value	\$24,508.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$24,508.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$13,973.40)
E	New Contract Amount (C + D)	\$10,534.60
F	Cumulative Change Order Amount (B + D)	(\$13,973.40)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-57.02%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____ Move Funds Between Lines
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

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Summary Explanation - Provide a summary of the action. Explain why it is necessary and what is to be accomplished.

Original Source Selection/Vetting Information - Describe method used to select source; for instance, bid, RFP, sole source, etc.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

AFP _____ 6698 _____ May 15, 2026 _____
Prepared By Phone Ext. Date

SPD _____ 6676 05.20.26
Recommended for Approval Phone Ext. Date

[Signature] _____ 5/26/2026
Reviewed by Procurement Officer Date

Completed by Buyer Date



Consent Item

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

File #: 26-1585

Agenda Date: 6/2/2026

Agenda #: 6.D.

CONSENT
SWM 6/2
CB 6/9

REQUEST FOR CHANGE ORDER FORM

Procurement Services Division
Revised 10-01-2025

Date: May 20, 2026

File ID #: _____

Purchase Order #: 7685-1- SERV	Original Purchase Order Date: May 13, 2025	Change Order #: 2	Department: Stormwater Management
Vendor Name: Civil & Environmental		Vendor #: 37884	Dept. Contact: Alicia Favela
Action Requested and Reason for Change (\$11,972.85) Decrease and Close, PO expired on 1/28/26			
Order Request:			

IN ACCORDANCE WITH 720 ILCS 5/33E-9

- (A) Were not reasonably foreseeable at the time the contract was signed.
- (B) The change is germane to the original contract as signed.
- (C) Is in the best interest for the County of DuPage and authorized by law.

INCREASE/DECREASE		
A	Starting Contract Value	\$50,000.00
B	Net \$ Change for Previous Change Order	\$0.00
C	Current Contract Amount (A + B)	\$50,000.00
D	Amount of this Change Order <input type="checkbox"/> Increase <input checked="" type="checkbox"/> Decrease	(\$11,972.85)
E	New Contract Amount (C + D)	\$38,027.15
F	Cumulative Change Order Amount (B + D)	(\$11,972.85)
G	Cumulative Percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	-23.95%

DECISION MEMO NOT REQUIRED - Check Applicable Box(es)

- Cancel Entire Order
- Close Contract
- Contract Extension (≤59 Days)
- Update Budget Code
- Change Budget Code From: _____ to: _____
- Increase/Decrease Quantity From: _____ to: _____
- Price Shows: _____ should be: _____
- Decrease Remaining Encumbrance and Close Contract
- Increase Encumbrance and Close Contract
- Decrease Encumbrance
- Increase Encumbrance
- Move Funds Between Lines

DECISION MEMO REQUIRED - Check Applicable Box(es) and Fill In All Answers Below

- Contract Extension Greater Than 59 Days From _____ to: _____ Cancel Contract
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Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number

APPROVALS - Initials Only

AFP
Prepared By _____
6698 Phone Ext. _____
May 20, 2026 Date _____


Recommended for Approval _____
6676 Phone Ext. _____
05.20.26 Date _____


Reviewed by Procurement Officer _____
5/26/2026 Date _____

Completed by Buyer _____
Date _____



Payment of Claims

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

File #: 26-1594

Agenda Date: 6/2/2026

Agenda #: 7.A.

**DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
May-26**

Vendor	Service	Amount
Verizon	Wireless Acct 2- Feb26	\$640.76
Verizon	Wireless Acct 2- Mar26	\$640.76
AT & T	Phone Services	\$94.37
AT & T	Phone Services	\$55.59
AT & T	Phone Services	\$58.22
AT & T	Phone Services	\$82.94
AT & T	Phone Services	\$102.92
Nicor Gas	301 W School St Natural Gas Service	\$76.55
A Block	Truck Tipping	\$40.00
Burris	Chainsaw Parts	\$193.15
Burris	Chainsaw Parts	\$193.15
Menards	Stencils/Bug Spray	\$55.68
AT & T	Phone Services	\$96.39
DuPage Co B & Z	454 Ray Ave Permit 26-000802	\$60.00
DuPage Co B & Z	445 James Ave Permit 26-000800	\$60.00
DuPage Co B & Z	4553 James Ave Permit 26-000801	\$60.00
DuPage Co B & Z	FY26 Qtr. 1 CC Fees	\$2,495.81
Advance Auto	Filters	\$172.75
Christopher Burke	Prof Services	\$6,829.00
City of Wood Dale	Water/Sewer 301 School St	\$41.03
Comcast	Ethernet services	\$383.51
ComEd	4013 Washington Electric Services	\$51.68
ComEd	0 S Irving Park Electric Services	\$54.99
ComEd	4525 River Dr. Electric Services	\$56.45
ComEd	4723 River Dr. Electric Services	\$65.14
ComEd	4525 Dumoulin Electric Services	\$97.90
ComEd	4720 Dumoulin Electric Services	\$103.95
ComEd	0 E Fanchon Electric services	\$634.86
ComEd	397 Illini Dr. Electric Services	\$2,158.53
Conservation Foundation	Water Quality Education	\$10,517.84
Contigo Engineering	On-call services	\$1,081.15
Gewalt Hamilton	Surveying services	\$12,355.20
Grainger	Absorb Booms	\$676.44
ODP	usb cable	\$13.59
FirstNet AT & T	Wireless Svc - APR 2026	\$2,199.94
Paddock Publications	public notice	\$80.50
Pizzo	Native Vegetation Mntce	\$24,500.00
Signal 88	Security services	\$1,260.00
Toshiba	Copier svc - MAY 2026	\$108.84
Toshiba	Copier svc - MAY 2026	\$174.65
AT & T	Long Distance Services	\$50.57
AT & T	Phone Services	\$57.01
Pizzo	Native Vegetation Mntce	\$7,070.66
V3 Construction	Native Vegetation Mntce	\$20,856.50
WBK Engineering	On-call services	\$1,010.63
Christopher Burke	Prof Services	\$6,522.32
Skyline Tree	tree removal	\$2,250.00

AT & T	Phone Services	\$56.78
SCARCE	Prof Services	\$7,083.33
USPS	Postage for Apr 2026	\$54.13
AT & T	Phone Services	\$85.30
Alta Construction	various supplies	\$212.06
Amazon	Phone Accessories	\$16.78
AT & T	Ethernet svc Apr 2026	\$1,935.39
Black & Veatch	Prof Eng Services	\$1,779.15
Christopher Burke	Prof Services	\$1,732.64
ComEd	701 W Third Electric services	\$40.23
ComEd	0 S Hagar Electric services	\$68.06
ComEd	150 N State Electric services	\$221.79
ComEd	0 N School St Electric services	\$2,507.26
ComEd	0 N Cnwrr 1e Electric services	\$16,174.95
Elmhurst Stone Company	Concrete	\$1,352.00
HLR	Surveying services	\$8,030.40
Home Depot	Grip Nozzle	\$7.98
Home Depot	various supplies	\$88.89
Home Depot	various supplies	\$106.86
Home Depot	various supplies	\$178.51
Identity Links	Ducks	\$775.80
Mary Beth Falsey	CPESC Renewal	\$207.00
Menards	various supplies	\$40.92
Nicor Gas	800 N River Natural Gas services	\$195.81
Norwalk	Pipes	\$932.10
V3 Company	On-call engineering	\$435.37
Water Well Solutions	Inspect/maint/repair wells	\$16,307.60



Staff Report

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

File #: 26-1486

Agenda Date: 6/2/2026

Agenda #: 8.A.



**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 2026

DATE: June 2, 2026

Watershed Planning

Prentiss Creek Watershed Plan:

Our consultant has completed extensive updates to the existing conditions hydraulic model. Much of the feedback received from residents and stakeholders indicated many problem areas that were outside the existing floodplain limits. As such, we re-delineated the watershed, created 22 new depression/storage basin areas, and identified new features to create an updated existing conditions model. The project team is working through options to complete the proposed conditions modeling, and the subsequent watershed plan. The Prentiss Creek Watershed includes portions of Downers Grove, Woodridge, Darien, Lisle, and Unincorporated DuPage County.

Sawmill Creek Watershed Plan:

County staff continues to work with our consultant to identify existing problem areas and to develop the modified existing conditions hydraulic model to represent all current hydraulic structures. The first stakeholder meeting was conducted in-person on April 29 at the Community Resource Center of Willowbrook where approximately 20 residents shared their flooding issues. The meeting included a detailed presentation by county staff and our consultant, and a schedule and next steps were shared with all attendees. The project team expects to complete an analysis of existing conditions over the next month, before work begins on proposed conditions. This first meeting was primarily used to obtain information related to existing flooding problems within the watershed. The Sawmill Creek Watershed includes large portions of Willowbrook, Darien, as well as smaller areas of Downers Grove, Burr Ridge, Lemont and Unincorporated DuPage County.

Facilities/Operations/Shared Services Projects

Shared Services/Drainage Projects:

Staff is working with the City of West Chicago to obtain a permit and enter into an IGA for a sewer replacement project mostly in unincorporated West Chicago. Staff also continues to evaluate feasibility of a project in unincorporated Lombard and unincorporated Downers Grove.

Staff is working with three (3) property owners who were awarded funds by Stormwater Committee in March 2026 for drainage improvements through the **new** Cost Share Drainage Assistance Program. Projects are expected to be completed this year.



Facilities/Operations:

Staff continues to monitor the spring rain events and ensure facilities are operational should the rivers, lakes, and streams rise to levels that necessitate operation. All facilities are inspected weekly and are fully operational.

The awarded contractor, Access Limited Construction, has begun work on the Elmhurst Quarry Highwall Stabilization Project. Minor clearing along the highwalls is complete, and the crew is working on scaling the walls, where loose rock on the highwalls is scraped off so a stable surface remains. Once scaling is complete, new wire mesh netting with bolts and anchors will be installed along the highwalls to keep them in place. Black and Veatch will be assisting the department with oversight of this specialty work. Construction is expected to last through the end of the year.

Water Quality

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

Staff capacity remains heavily committed as we continue to prioritize core functions, including permit reviews and processing, pre-application meetings, wetland boundary determinations, and support for waiver communities. At the same time, progress remains steady in other areas, with the ad hoc group continuing to make headway on the Stormwater Ordinance Guidance Document.

In addition, Clayton Heffter, our long time Stormwater Permitting Manager retired on June 1st. We wish him well in his retirement; he will be missed. David Winklebleck has been promoted to Chief Stormwater Permit Engineer, congratulations to David.

ARPA Projects

The contractor for the St. Joseph Creek Condominiums flood gate and flood wall projects was back on site working on final completion for both projects. As of May 31, 2026, the project has met final completion. A total of five (5) flood gates and three (3) pump stations, along with new storm sewer and walls now protect three (3) condominium buildings from flooding when St. Joseph Creek overtops its banks.

IEPA Section 319 Grant Project

The Winfield Creek/Campus Streambank Stabilization Project broke ground mid-July and reached substantial completion at the end of 2025. The contractor, Semper Fi Landscaping, Inc., will continue to manage the native vegetation and new woody plantings for approximately the next five years.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Audience	Register/Info
6/4/2026	3:30-6:30PM	Wood Dale Public Works Open House	Wood Dale Public Works	Wood Dale	Vendor	General Public	TBD
6/5/2026	10-10:30AM	Hendrickson WQ Flag Ceremony	800 S Frontage Rd, Woodridge	SCARCE	Sponsor	Private	N/A
6/6/2026	9AM-12PM	Children's Safety Expo	Naperville - Madison Jr High	Sen. Curran	Vendor	General Public	TBD



Staff Report

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

File #: 26-1487

Agenda Date: 6/2/2026

Agenda #: 8.B.

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DuPage County Stormwater Management News & Updates

DuPage County, Illinois sent this bulletin at 05/20/2026 11:07 AM CDT

May 2026

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DuPage County, SCARCE Award Design Challenge Winners



Waubonsie Valley team sponsor Sara Young, SWM Director Sarah Hunn, and SCARCE Founder Kay McKeen award "Best Overall LEED Design" to Symphony Taylor, Varshaa Selvaraj, and Aviya Pinto (not present) from Waubonsie Valley High School.

During their May meeting, members of the SWM Planning Committee presented awards to winning student groups chosen from this year's 20th annual Sustainable Design Challenge. Director Sarah Hunn was 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. Students competed not only for recognition, but also cash prizes of up to \$500. Awards went to students from Waubonsie Valley High School (Aurora), York Community High School (Elmhurst) and Glenbard East High School (Lombard).

[Read More](#)

Addison Park District Earns Water Quality Flag

Around Town

With the recent spring rain, SWM field crews have been hard at work helping our government partners across the County. Through our Shared Services program, municipalities and townships can contract with the County's personnel and



DuPage County Board member Michael Childress, SCARCE Founder Kay McKeen, and SWM Deputy Director Chris Vonnahme present the Water Quality Flag to Addison Park District staff.

This week, DuPage County and SCARCE awarded a Water Quality Flag to Addison Park District in recognition of its stewardship and efforts to improve the health of local streams. Initiatives that earned them the flag include community clean ups, rain barrel installations at various community gardens, construction of two rain gardens at Lake Manor Nature Preserve and Centennial Park, and much more. DuPage County Board member Michael Childress and SWM Deputy Director Chris Vonnahme joined SCARCE to present the flag at the District's board meeting.

[More Info on the Water Quality Flag Program](#)

Longtime SWM Employee Retires After 25 Years of Service



SWM Chair Jim Zay and nearly the entire Stormwater Department gathered for a luncheon retirement party for Clayton Heffter, also gifting him with a farewell present signed by the whole department.

At this month's County Board meeting, SWM Committee Chair Jim Zay recognized Stormwater Permitting Manager Clayton Heffter, who will be retiring on June 1st after 25 years of dedicated service to stormwater management. Chair Zay remarked on how Clayton has been a constant presence in the Regulatory group through decades of legislative changes and historic weather events. Stormwater staff, Chair Zay, and colleagues from the Public Works and Building & Zoning departments gathered to celebrate his well-earned retirement. Congratulations Clayton, we'll miss you!

equipment for various maintenance activities related to stormwater management and water quality. Recently, the SWM crew assisted Downers Grove Township in flushing out a storm sewer that was blocked with debris and sediment. Routine inspections also continue with municipal partners including the Village of Westmont and Carol Stream Park District to ensure that stormwater facilities remain operational during storm events.



SWM equipment and personnel deployed to Peters Court in Downers Grove Township to assist with flushing out a blocked sewer.

Registration is now open for the Illinois Soil Classifiers Association's "Field Indicators of Hydric Soils", a two-day training course sponsored in part by DuPage Stormwater Management. The course is taking place at Lake County's Stormwater Management Commission Headquarters and various field locations across the County's forest preserves. All levels of background and experience are welcome. The class is limited to 50 participants, so reserve your place today!

[Register Here](#)

Upcoming Events

Bensenville Public Works Open House

Thursday, May 21, 2026, 3:30 P.M. - 6:30 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](#)

Wood Dale Public Works Open House

Thursday, June 4, 2026, 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](#)

Naperville Children's Safety Expo

Saturday, June 6, 2026, 9:00 A.M. - 12:00 P.M.

Illinois Senate Minority Leader John Curran is encouraging residents to join in on the family-friendly fun at his FREE Children's Safety Expo on Saturday, June 6, 2026, from 9:00 a.m. to noon at Madison Junior High School in Naperville.

The Expo is an "action packed" morning including Tollway Tykes Child I.D.'s from the Illinois Tollway, face painting, Crew the Comfort Dog, Selfies with Sue the Dinosaur from the Field Museum and many resources available to families for a "one stop shop".

[More Info](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Gary Fasules | Andrew Honig

Paul Hinterlong | Steve Nero | Nunzio Pulice

Edward N. Tiesenga | Sam Tornatore

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Staff Report

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

File #: 26-1488

Agenda Date: 6/2/2026

Agenda #: 8.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 22, 2026

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 2026, the following spill events occurred and were responded to:

Fuel Spill, Carol Stream, March 10, 2026

During a routine inspection, Stormwater Management staff observed an oil sheen on a pond in Carol Stream. Staff deployed oil booms to contain and absorb the oil and traced the sheen upstream to a storm sewer catch basin. Village staff addressed the issue with the property owner.

Punctured Underground Storage Tank, Downers Grove, March 20, 2026

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank that was punctured during drilling work for a utility. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Diesel Fuel Spill, Downers Grove, April 1, 2026

Stormwater Management received a Hazardous Materials Incident Report of a diesel fuel spill from a truck in Downers Grove. Stormwater's maintenance crew was



dispatched to site to assist with tracing and deploying containment booms. The responsible party hired a remediation company to complete the cleanup. Stormwater staff coordinated with IEPA and Village staff throughout the process.

Dye Spill, Unincorporated Bloomingdale, April 2, 2026

Bloomingdale Fire Department and LEPC notified Stormwater Management regarding a spill of what was reported to be antifreeze in a right of way ditch. Fire Department, HazMat, and Bloomingdale Public Works were onsite investigating. HazMat teams utilized a HazMat ID Elite device to confirm the material was not antifreeze. Following investigation and discussion with IEPA On-Scene Coordinators, HazMat team, and SWM, the material was concluded to be a non-toxic dye. The Forest Preserve was notified as Mallard Lake Preserve is located downstream. No adverse impacts to the waterway were observed following the incident.

Leaking Underground Storage Tank, Downers Grove, April 7, 2026

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank on a Village property. Staff coordinated with the Village to confirm no release offsite or into waterways and that there was no release beyond the immediate tank area.

Hydraulic Fluid Spill, DuPage Campus, April 9, 2026

Stormwater Management staff was notified of a hydraulic fluid leak from a Facilities vehicle on campus. Stormwater Management and Transportation staff assisted with cleanup by placing absorbent pads and booms. Transportation vacuumed out the system. No release offsite or into waterways.

Leaking Underground Storage Tank, Addison, April 14, 2026

Stormwater Management staff received a Hazardous Materials Incident Report regarding a leaking underground storage tank at a gas station. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Fluorescein Potassium Salt Spill, West Chicago, May 5, 2026

The City of West Chicago notified Stormwater Management regarding a chemical spill on a parking lot which drained into a stormwater pond. SWM coordinated with IEPA, West Chicago, and the property manager on tracing and spill remediation. The responsible party worked with a remediation company on cleanup. Staff verified no adverse impacts to the pond and no release into downstream waterways.

Transmission Fluid Spill, Villa Park, May 14, 2026

Stormwater Management staff received a Hazardous Materials Incident Report regarding a leaking above ground storage tank at an automotive repair shop. Staff coordinated with Villa Park who verified no release offsite or into the storm sewer system.

Chemical Release, Burr Ridge, May 17, 2026

Stormwater Management staff received a Hazardous Materials Incident Report regarding a potential release from a fire at a testing lab in Burr Ridge. Staff verified no release into downstream storm sewer or waterways.



Staff Report

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

File #: 26-1489

Agenda Date: 6/2/2026

Agenda #: 8.D.



**DUPAGE
COUNTY**

Watershed
Management

Water
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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 22, 2026

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 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





Stormwater Management Resolution

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

File #: SM-R-0005-26

Agenda Date: 6/2/2026

Agenda #: 9.A.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND MILTON TOWNSHIP HIGHWAY DEPARTMENT FOR THE NATIONAL STREET DRAINAGE IMPROVEMENT PROJECT

WHEREAS, MILTON TOWNSHIP and the COUNTY OF DUPAGE 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 control flooding, manage stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY and TOWNSHIP have together developed a plan to rehabilitate existing drainage improvements along the National Street storm sewer in unincorporated Milton Township, generally located between Natalie Court and Richard Avenue, by performing removal and replacement of said storm sewer via a National Street Design & Permit Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined and intend that the PROJECT will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within Milton Township; and

WHEREAS, the COUNTY and TOWNSHIP have negotiated the attached Intergovernmental Agreement (hereinafter “AGREEMENT”) such that each will contribute funding for the PROJECT’S construction costs, with the COUNTY’S contribution via its Drainage Assistance Program constituting either fifty percent (50%) of the PROJECT’S allowable construction costs or an amount not to exceed thirty thousand dollars and zero cents (\$30,000.00), whichever is lesser, and the TOWNSHIP’S contribution being thirty thousand dollars and zero cents (\$30,000.00) or the remainder of the PROJECT’S cost, whichever is greater; and

WHEREAS, the COUNTY and TOWNSHIP shall jointly undertake the PROJECT, with the TOWNSHIP responsible for the award of the construction contract, if applicable, and payment of all PROJECT allowable construction costs up front, subject to reimbursement by the COUNTY following substantial completion of the PROJECT, per the AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED, by the DuPage County Board that the attached AGREEMENT between the COUNTY and the TOWNSHIP is hereby accepted and approved in the amount not to exceed thirty thousand dollars (\$30,000) or fifty percent (50%) of the PROJECT's allowable construction costs, whichever is lesser; and that 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 Milton Township Highway Department, 23W040 Poss Street, Glen Ellyn, IL 60137, by and through the Stormwater Management Department.

Enacted and approved this 9th of June, 2026 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#:	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS:	INITIAL TERM TOTAL COST: \$30,000.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/02/2026	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS: \$30,000.00
	CURRENT TERM TOTAL COST: \$30,000.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
<i>Vendor Information</i>		<i>Department Information</i>	
VENDOR: Milton Township Highway Department	VENDOR #: 10331	DEPT: Stormwater Mangement	DEPT CONTACT NAME: Jamie Lock
VENDOR CONTACT: Mike Drew	VENDOR CONTACT PHONE: 630-682-4270	DEPT CONTACT PHONE #: 630-407-6705	DEPT CONTACT EMAIL: Jamie.Lock@dupagecounty.gov
VENDOR CONTACT EMAIL: mthd@miltonhighway.com	VENDOR WEBSITE: https://miltontownship.net/	DEPT REQ #: 1600-2616	
<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.). \$30,000.00 - Cost share for the National Street Drainage Improvement Project for an amount not to exceed \$30,000 through an Intergovernmental Agreement with Milton Township Highway Department.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished This project will assist with reduction of flooding form multiple surrounding properties.			

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: Milton Township Highway Dept	Vendor#: 10331	Dept: Stormwater Management	Division:
Attn: Mike Drew	Email: mthd@miltonhighway.com	Attn: Jamie Lock	Email: Jamie.Lock@dupagecounty.gov
Address: 23w040 Poss Street	City: Wheaton	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60137	State: IL	Zip: 60187
Phone: 630-682-4270	Fax:	Phone: 630-407-6728	Fax:
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: SAME	Vendor#:	Dept: same	Division:
Attn:	Email:	Attn:	Email:
Address:	City:	Address:	City:
State:	Zip:	State:	Zip:
Phone:	Fax:	Phone:	Fax:
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): Jun 16, 2026	Contract End Date (PO25): Nov 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		Cost Share for the National Street Drainage Improvement Project	FY26	1600	3000	53830		30,000.00	30,000.00
<i>FY is required, ensure the correct FY is selected.</i>										Requisition Total	\$ 30,000.00

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 COUNTY OF DUPAGE,
ILLINOIS AND MILTON TOWNSHIP HIGHWAY DEPARTMENT FOR THE
NATIONAL STREET DRAINAGE IMPROVEMENT PROJECT**

This INTERGOVERNMENTAL AGREEMENT (hereinafter “AGREEMENT”) is made this 9th day of June 2026, by and between the County of DuPage, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter the “COUNTY”) and Milton Township Highway Department, a body politic and corporate, with offices at 23W040 Poss Street, Glen Ellyn, IL 60137 (hereinafter the “TOWNSHIP”), individually referred to at times as “Party” or collectively referred to as the “Parties”.

R E C I T A L S

WHEREAS, the TOWNSHIP 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 control flooding, manage stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 *et. seq.*); and

WHEREAS, pursuant to said authority, the COUNTY and TOWNSHIP have sought to undertake a project to improve drainage by performing removal and replacement of storm sewer along National Street, generally located between Natalie Court and Richard Avenue within unincorporated Milton Township; and

WHEREAS, the COUNTY and TOWNSHIP have developed a plan to rehabilitate existing drainage improvements associated with the National Street storm sewer, titled National Street Design & Permit Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the TOWNSHIP have determined and intend that the PROJECT will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within Milton Township; and

WHEREAS, the COUNTY and TOWNSHIP have determined to each contribute funding for the PROJECT’S construction costs, with the COUNTY’S contribution via its Drainage Assistance Program constituting either fifty percent (50%) of the PROJECT’S allowable construction costs or an amount not to exceed thirty thousand dollars and zero cents (\$30,000.00), whichever is lesser, and the TOWNSHIP’S contribution being thirty thousand

dollars and zero cents (\$30,000.00) or the remainder of the PROJECT's cost, whichever is greater; and

WHEREAS, the COUNTY and TOWNSHIP shall jointly undertake the PROJECT, with the TOWNSHIP responsible for the award of the construction contract, if applicable, and payment of all PROJECT allowable construction costs up front, subject to reimbursement by the COUNTY following substantial completion of the PROJECT, per the this AGREEMENT.

NOW, THEREFORE, in consideration of the premises, the mutual covenants, terms, and conditions herein set forth, and the understandings of each party to the other, the parties do hereby mutually covenant, promise, and agree as follows:

1.0 INCORPORATION AND CONSTRUCTION.

- 1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.
- 1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves removal and replacement of existing storm sewer associated with National Street and any related site restoration.
- 2.2 The PROJECT shall be completed by the TOWNSHIP in substantial conformity to the design prepared by V3 Engineering, Ltd. titled National Street Drainage Improvement Project, specifically to remove and replace existing storm sewer along the National Street right of way corridor.

3.0 FUNDING.

- 3.1 The Parties acknowledge and agree that the total PROJECT costs for construction are estimated to be two hundred eleven thousand three hundred seventy dollars and no cents (\$211,370.00). The COUNTY's total contribution amount shall not exceed the amount of thirty thousand dollars and no cents (\$30,000.00), or fifty percent (50%) of the total PROJECT costs, whichever is lesser. The TOWNSHIP's total contribution shall be either thirty thousand dollars and no cents (\$30,000.00) or the remainder of the total project costs in excess of the COUNTY's contribution, whichever is greater.
- 3.2 The COUNTY'S contribution amount shall only be used towards payment of allowable PROJECT construction expenses. Allowable PROJECT construction expenses shall include services directly related to the construction of the PROJECT, including labor and materials, but shall not

include construction management, bid advertising, professional services, administrative costs, overhead, payroll, land acquisition, and/or legal or accounting services, etc.

- 3.3 The TOWNSHIP shall be responsible for securing, at its own expense, any third-party professional services (architectural, construction management, etc.) related to the PROJECT's completion. The TOWNSHIP shall also be responsible for bearing all administrative costs, overhead, payroll, land acquisition, and/or legal or accounting services related to the PROJECT.
- 3.4 The TOWNSHIP shall be responsible for bearing any cost overruns or expenses in excess of the total PROJECT costs estimate listed in Paragraph 3.1, regardless of the cause, unless the TOWNSHIP and COUNTY agree to apportion such extra costs in writing before they are incurred.
- 3.5 This AGREEMENT shall in no way obligate the COUNTY or TOWNSHIP to undertake or complete the PROJECT if the COUNTY or TOWNSHIP in their sole discretion determines that it is no longer in their best interest to proceed with this PROJECT. In the event the PROJECT is cancelled prior to completion, the TOWNSHIP shall reimburse the COUNTY fifty percent (50%) of the actual total project costs incurred at the time of the PROJECT'S cancellation.

4.0 TOWNSHIP'S RESPONSIBILITIES.

- 4.1 The TOWNSHIP, together with the COUNTY, shall be responsible for the preparation of any plans and specifications for the PROJECT. The TOWNSHIP shall, at its own expense, select, and contract with, all vendors providing professional services for the PROJECT, if determined to be necessary by the TOWNHIP.
- 4.2 The TOWNSHIP and COUNTY shall cooperate to secure all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.3 The TOWNSHIP shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.4 Subject to the COUNTY's prior approval, the TOWNSHIP may enter into additional agreements to secure the services of other project partners to perform or undertake the TOWNSHIP'S functions under this Agreement, but in all instances the TOWNSHIP shall remain responsible for ensuring the satisfactory performance and/or substantial completion of the PROJECT by any such additional project partners.

- 4.5 The TOWNSHIP shall allow the COUNTY, including the COUNTY'S employees, contractors and consultants, etc., unlimited access to the PROJECT area to perform, supervise, review, and inspect all PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.).
- 4.6 The TOWNSHIP shall make direct payments to all parties providing allowable construction services related to this PROJECT. This requirement will not affect the COUNTY's obligation to reimburse the TOWNSHIP in the amounts herein agreed upon, nor shall this provision affect the COUNTY's obligation to reimburse the TOWNSHIP in the event the PROJECT is not undertaken or completed.
- 4.7 The TOWNSHIP shall submit a final invoice to the COUNTY within a reasonable time following substantial completion of the PROJECT'S construction. The invoice shall be supported by documentation of all allowable PROJECT expenses for which the TOWNSHIP seeks reimbursement.
- 4.8 The TOWNSHIP shall be solely responsible for the ownership, control, and maintenance of all PROJECT improvements after completion of the PROJECT.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 If the TOWNSHIP elects to construct the improvements in-house, the COUNTY may elect to assist the TOWNSHIP with construction of the PROJECT improvements, as mutually agreed upon by both the COUNTY and TOWNSHIP prior to commencement of the work.
- 5.2 The COUNTY, together with the TOWNSHIP, shall be responsible for oversight and successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 5.3 The COUNTY and TOWNSHIP shall cooperate to secure all local, county, state, and federal permits necessary for completion of the PROJECT.
- 5.4 The COUNTY shall not be responsible for reimbursing the TOWNSHIP for work undertaken prior to the signing of this AGREEMENT.
- 5.5 The COUNTY may enter into additional agreements to secure the services of other project partners to perform or undertake the COUNTY'S functions under this Agreement, but in all instances the COUNTY shall remain responsible for ensuring the satisfactory performance and/or substantial completion of the PROJECT.

- 5.6 The COUNTY shall reserve the right to review all plans and specifications related to the TOWNSHIP's retention of third-party professional services for the PROJECT and any additional agreements by the TOWNSHIP to secure the services of other project partners.
- 5.7 The COUNTY shall cost share in the PROJECT as follows:
- 5.7.1 The COUNTY shall pay for a portion of all construction costs associated with the project, but in no event shall the COUNTY's total contribution towards the PROJECT amount to more than thirty thousand dollars and no cents (\$30,000.00) or 50% of the total PROJECT cost, whichever is lesser.
- 5.7.2 In the event actual costs for the PROJECT at the time of completion total less than two hundred eleven thousand three hundred seventy dollars and no cents (\$211,370.00), the COUNTY'S total reimbursement amount shall not be more than fifty percent (50%) of the final PROJECT construction costs. In the event it is determined that the COUNTY has overpaid more than its agreed share of the PROJECT'S costs, for any reason, the TOWNSHIP shall promptly refund the COUNTY the amount of such overpayment.
- 5.8 The COUNTY shall make a single payment to the TOWNSHIP in the amount of either thirty thousand dollars and no cents (\$30,000.00) or the remainder of the total project costs in excess of the COUNTY's agreed contribution, whichever is greater, upon receipt of the TOWNSHIP's final invoice following substantial completion of the PROJECT. There shall be no progress payments.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The COUNTY and TOWNSHIP 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 TOWNSHIP shall indemnify, hold harmless and defend the COUNTY and its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the TOWNSHIP'S performance under this AGREEMENT to the fullest extent the TOWNSHIP is so authorized under the law; provided, however, that the TOWNSHIP 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 COUNTY shall indemnify, hold harmless and defend the TOWNSHIP and its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's performance under this AGREEMENT to the fullest extent the COUNTY is so authorized under the law; provided, however, that the COUNTY shall not be obligated to indemnify, hold harmless and defend the TOWNSHIP for any negligent or intentional wrongful misconduct or omissions by TOWNSHIP officials, employees, agents, contractors, consultants, or personnel.
- 7.3 The TOWNSHIP and COUNTY shall require each consultant and contractor responsible for the design, construction, maintenance, or monitoring of the PROJECT to name both the TOWNSHIP and COUNTY as additional insured parties on said consultant or contractor's liability insurance policy. Further, the TOWNSHIP and COUNTY shall each require that their consultants and contractors indemnify, defend, and hold harmless both the TOWNSHIP and COUNTY, their 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.
- 7.4 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 AGREEMENT, shall be the State's Attorney, or appointed thereby, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove TOWNSHIP'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 TOWNSHIP or its consultants, contractors, or agents. The TOWNSHIP'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 November 30, 2026 or to a new date agreed upon by the parties.

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

10.0 ENTIRE AGREEMENT.

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

10.2 There are no other covenants, warranties, representations, promises, conditions, or understandings; either oral or written, other than those contained herein.

10.3 This AGREEMENT may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

10.4 In event of a conflict between the terms or conditions 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:

Mike Drew
Highway Commissioner
Milton Township Highway Department
23W040 Poss St,
Glen Ellyn, IL 60137
(630) 682-4270

Sarah Hunn, Director
DuPage County Stormwater Management Department
421 North County Farm Road
Wheaton, Illinois 60187
(630) 407-6700

DuPage County State's Attorney's Office
Attn: Civil Bureau
503 North 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.

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

COUNTY OF DUPAGE

MILTON TOWNSHIP HIGHWAY
DEPARTMENT


Deborah A. Conroy
Chair, DuPage County Board


Michael H. Drew, Highway Commissioner
Milton Township Highway Department

ATTEST:

Jean Kaczmarek
County Clerk

ATTEST:


Kasi Steinhilber
Administrative Assistant



Stormwater Management Resolution

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

File #: SM-R-0006-26

Agenda Date: 6/2/2026

Agenda #: 9.B.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF WEST CHICAGO AND THE COUNTY OF DUPAGE FOR THE RAY AVENUE DRAINAGE IMPROVEMENT PROJECT

WHEREAS, the CITY OF WEST CHICAGO (hereinafter the “CITY”) and the COUNTY OF DUPAGE (hereinafter 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 control flooding, manage stormwater runoff and improve drainage throughout the COUNTY’S territory and to enter into agreements for the aforesaid purposes (Illinois Compiled Statutes, Chapter 55 paragraphs 5/5-1062.3 and 5/5-15001 et. seq.); and

WHEREAS, pursuant to said authority, the COUNTY now seeks to undertake a project to replace an existing storm sewer, generally located along the rights of way of James Avenue and Ray Avenue within unincorporated Winfield Township and the City of West Chicago, owned by the CITY and/or Winfield Township, with portions also on private residential property (hereinafter referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the CITY have each determined that the construction of the PROJECT will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within the PROJECT area; and

WHEREAS, the COUNTY and CITY desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, and improving recreational opportunities and transportation options for DuPage County residents; and

WHEREAS, the CITY has determined that it is reasonable, necessary and in the public interest and welfare to authorize the COUNTY’S entry onto and use of CITY property and/or right-of-way for construction of the PROJECT; and

WHEREAS, the COUNTY and CITY have therefore negotiated the attached Intergovernmental Agreement setting forth the COUNTY’S and CITY’S rights and obligations relative to the PROJECT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached INTERGOVERNMENTAL AGREEMENT between the COUNTY and the CITY is hereby accepted and approved; and that 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 City of West Chicago, 475 Main Street, West Chicago, IL, by and through the Stormwater Management Department.

Enacted and approved this 9th of June, 2026 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WEST CHICAGO AND
THE COUNTY OF DU PAGE, FOR THE
RAY AVENUE DRAINAGE IMPROVEMENT PROJECT**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter referred to as the “AGREEMENT”) is made and entered into this 9th day of June, 2026, by and between the City of West Chicago, a body politic and corporate (hereinafter referred to as the “CITY”) with offices at 475 Main Street, West Chicago, IL 60185, and the County of DuPage, a body politic and corporate (hereinafter referred to as the “COUNTY”) with offices at 421 N. County Farm Road, Wheaton, Illinois 60187. The CITY and COUNTY are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS:

WHEREAS, the CITY and COUNTY are each public agencies within the meaning of the Intergovernmental Cooperation Act, as set forth in 5 ILCS 220/1 *et. seq.*; and

WHEREAS, Article VII, Section 10, of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act authorize units of local government to enter into intergovernmental agreements pertaining to intergovernmental activities; and

WHEREAS, the Illinois General Assembly has granted the COUNTY authority to construct stormwater facilities and to enter into agreements for the purposes of constructing stormwater facilities (Illinois Compiled Statutes Chapter 55, paragraphs 5-1062.3, and 5-15001 *et. seq.*); and

WHEREAS, pursuant to said authority, the COUNTY has sought to undertake a project to replace an existing storm sewer, generally located along the rights of way of James Avenue and Ray Avenue owned by the CITY and/or Winfield Township, with portions also on private residential property, within unincorporated Winfield Township and the City of West Chicago (herein referred to as the “PROJECT”); and

WHEREAS, the improvements on CITY property are within the Ray Avenue right-of-way, west of Oak Avenue, and will include replacement of the existing 6” storm sewer in the right of way and associated turf grass restoration; and

WHEREAS, the CITY has determined that it is reasonable, necessary and in the public interest and welfare to authorize the COUNTY’s entry onto and use of CITY right-of-way at the locations shown on Exhibit A and more specifically defined herein; and

WHEREAS, the Parties desire to cooperatively implement the PROJECT for the purposes of stormwater management, flood control, and improving recreational opportunities and transportation options for DuPage County residents; and

WHEREAS, the COUNTY and the CITY have each determined that the construction of the PROJECT'S drainage components will benefit local citizens by improving drainage and reducing the occurrence of localized flooding within the project area; and

WHEREAS, it is necessary to further identify and establish the responsibilities of the Parties with respect to the PROJECT and the PROJECT'S components; and

WHEREAS, the PROJECT will be undertaken in accordance with the following Intergovernmental Agreement, with the COUNTY'S authority to use said properties for the PROJECT'S construction being granted by said Agreement; and

NOW, THEREFORE, in consideration of the promises, terms and conditions set forth herein, and in the spirit of intergovernmental cooperation, the Parties agree that:

1.0 INCORPORATION OF RECITALS

1.1 The recitals set forth above are incorporated herein and made a part hereof.

2.0 SCOPE OF PROJECT

2.1 The PROJECT shall be located within and adjacent to the Ray Avenue right-of-way as shown on the project location map depicted in **Exhibit A** (sometimes referred to herein as the "PROJECT AREA"). Generally, the PROJECT will involve replacement of 6" storm sewer, soil stabilization, and associated vegetative restoration. The PROJECT work is part of the COUNTY'S Residential Drainage Assistance Program that addresses drainage issues in unincorporated DuPage County. The Parties have agreed that the PROJECT work shall be performed as depicted and described in the plan drawings prepared by DuPage County Stormwater Management. The Final Plan shall be deemed incorporated herein by reference but without attaching said document hereto due to its size.

2.2 The COUNTY intends to begin construction of the PROJECT on or around July 2026, with final completion on or before December 31, 2026.

2.3 The Parties agree that the PROJECT work shall be consistent with the terms and conditions of each and every permit and, or, approval issued by any regulatory authority having jurisdiction over the PROJECT.

3.0 PROJECT FUNDING AND CONTINGENCIES

- 3.1 The COUNTY shall pay all expenses and costs necessary to design, permit, construct and implement the PROJECT.
- 3.2 Both parties agree that, in the best interest of the PROJECT, no application or review fees will be charged by the CITY or COUNTY from the other. Any costs incurred for permits, bonds, easements preparation, recordings, or costs exceeding fourteen thousand, nine hundred and ninety nine dollars (\$14,999.00) will require authorization from the DuPage County Stormwater Committee and are not guaranteed. Only those costs that are in line with and approved by the County’s Stormwater Program/Department will be authorized.
- 3.3 The COUNTY’s obligation to commence the PROJECT is contingent upon the COUNTY obtaining the appropriate legal authority to access and, or, use, or own, several privately owned parcels within the PROJECT AREA (specifically, residential parcels along James Avenue and Ray Avenue). In the event the COUNTY timely acquires the property interest(s) deemed necessary to perform PROJECT work, the COUNTY shall thereupon commence the PROJECT work described in Article 2, above, and more completely depicted and described in the Final Plan. However, in the event the COUNTY fails to timely obtain the appropriate legal authority to access and, or, use, or own, the privately owned parcels, the COUNTY reserves the right to cancel the PROJECT and this AGREEMENT in their entirety.

4.0 COUNTY’S RIGHTS AND RESPONSIBILITIES

- 4.1 At no cost to the CITY, the COUNTY shall complete the design of the PROJECT, including all plan sets, drawings, specifications, and cost estimates necessary to permit the PROJECT. The CITY may review and issue comments to the COUNTY regarding the PROJECT within ten (10) business days of receipt thereof. The COUNTY agrees to cooperate with the CITY regarding proposed changes, alterations, or modifications to the PROJECT including, but not limited to any proposed bidding addenda, field adjustments, or change orders, by providing reasonable advance notification and opportunity for review, comment, and concurrence, which concurrence and/or approval shall not be unreasonably withheld, conditioned, delayed or denied by the CITY. The COUNTY at the conclusion of the PROJECT, shall submit as-built record drawings to the CITY.

- 4.2 The COUNTY shall comply with all applicable federal, state, and local laws, rules, and regulations with regard to every phase of the PROJECT, including the following:
- 4.2.1 The COUNTY shall obtain all necessary federal, state, and local permits or other approvals required for the construction of the PROJECT and shall provide copies of said permits and approval to the Parties upon request.
- 4.2.2 Securing any permissions, easements, or other agreements necessary to perform design and construction activities for the portions of the PROJECT that occur outside of the aforementioned public rights-of-way. Any costs incurred exceeding fourteen thousand, nine hundred and ninety nine dollars (\$14,999.00) will require authorization from the DuPage County Stormwater Committee and are not guaranteed. Only those costs that are in line with the County's Stormwater Program will be authorized.
- 4.2.3 The COUNTY shall require any contractor hired to perform PROJECT-related work to comply with the Prevailing Wage Act, and the Illinois Human Rights Acts.
- 4.3 The COUNTY, at its sole discretion, shall endeavor to perform all PROJECT work using in-house personnel qualified to perform such work.
- 4.4 If the COUNTY elects to utilize third party contractors for the PROJECT, the COUNTY shall bear all expenses associated with advertising the contract(s) for bid, the bid award, and any other administrative or associated construction-related contracting costs. The COUNTY may select professional service providers, including, but not limited to, those that may be related to field surveying, resident engineering, materials testing, and vegetation management, including the preparation of any monitoring and management reports that may be required by the permitting agencies prior to final project completion and permit close-out in accordance with the COUNTY'S own procurement procedures.
- 4.5 If the COUNTY elects to hire a CONSULTANT or CONTRACTOR to complete the PROJECT, then before beginning any PROJECT work, the COUNTY shall require each of its contractors and/or consultants (including their sub-contractors) to obtain the following minimum insurance coverage, which shall be maintained in force until the COUNTY has furnished the Parties with a letter certifying that all construction and restoration work has been completed:
- 4.4.1 Workers' Compensation Insurance with limits as required by the applicable statutes of the State of Illinois.

- 4.4.2 Employer's Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) each accident/injury; one million dollars (\$1,000,000.00) each employee/disease.
- 4.4.3 Commercial General Liability Insurance with limits of not less than one million dollars (\$2,000,000.00) per occurrence bodily injury/ property damage combined single limit; two million dollars (\$2,000,000.00) aggregate bodily injury/property damage combined single limit. The policy of Commercial General Liability Insurance shall provide "occurrence" based coverage and shall include: (i) an endorsement naming the Parties as an additional insureds; (ii) a waiver of subrogation; and (iii) a statement or certification that said insurance coverage is primary and non-contributory to the additional insured. The Commercial General Liability policy shall include, but not be limited to, the following:
- (a) premises/operations coverage;
 - (b) products/completed operations coverage;
 - (c) contractual liability;
 - (d) personal injury coverage;
 - (e) broad form property damage coverage;
 - (f) explosion, collapse, and underground coverage; and
 - (g) independent contractor liability coverage.
- 4.4.4 Comprehensive Motor Vehicle Liability Insurance with limits of not less than one million dollars (\$1,000,000.00) each accident bodily injury/property damage combined single limit.
- 4.4.5 Umbrella/excess liability insurance shall be in force for a minimum limit of four million dollars (\$4,000,000) per each occurrence bodily injury/property damage combined single limit. The umbrella coverage shall apply in excess above the limits stated in subparagraphs 4.4.3 and 4.4.4 above.

The foregoing insurance coverage shall be provided by companies authorized to transact business in the State of Illinois and acceptable to and approved by the Parties. The

COUNTY shall provide the Parties with a Certificate of Insurance for each of the coverage(s) specified above and, if requested, copies of the policies or endorsements issued by the insurers. Each certificate and/or policy endorsement shall provide that no cancellation or modification of the policy will occur without at least thirty (30) days' prior written notice to the Parties. The COUNTY shall not allow any contractor, or consultant, to commence work on the PROJECT until all the insurance coverage required under this paragraph have been obtained and satisfactory evidence thereof has been furnished in writing to the Parties. Each contract between the COUNTY and a contractor and, or consultant performing work on the PROJECT shall provide that each of the Parties is intended as a third-party beneficiary of the insurance obligation that is required of the contractor, or consultant, under this paragraph. Each party may require, as part of their pre-bid comments, that any COUNTY-hired vendor performing work on their property, or right-of-way, maintain insurance coverage in higher amounts and, or, that such coverage include specific endorsements.

- 4.6 The COUNTY agrees to cooperate with the CITY regarding any proposed changes, alterations, or modifications to the PROJECT, including, but not limited to any proposed bidding addenda, field adjustments, or change orders. To the extent that said changes, alterations or modifications affects another Party's costs, use of its property and, or, future maintenance requirements, the affected Party shall be given reasonable advance notification and opportunity for review, comment, and concurrence prior to implementing such changes, alterations, or modifications to the PROJECT documents. No Party shall unreasonably withhold, condition, delay or deny a request made by another Party. Minor plan revisions which become necessary due to any field conditions may be made without the other Parties' review, comment, and concurrence, provided that notice of such changes must be provided as soon as practicable, but in no event later than one (1) business day following the commencement of any such minor plan revision.
- 4.7 The COUNTY shall confine all construction activities, including temporary staging areas and equipment access routes on CITY property, to those areas as agreed to by the CITY and COUNTY. The COUNTY shall be responsible for restoring any and all property of the CITY located outside of the PROJECT AREA that is disturbed during the course of construction to the satisfaction of the affected Party.
- 4.8 The COUNTY shall be responsible for any day-to-day construction and inspection of the construction work on the PROJECT. The CITY shall have the right to monitor the work for the purpose of ensuring that the work occurring on its respective property conforms to

the approved Final Plan. Should the CITY determine that any work being performed on the PROJECT is not proceeding in accordance with approved Final Plan, the CITY shall notify the COUNTY in writing of such failure. The COUNTY shall be responsible for causing the improper work to be adjusted so as to comply with approved Final Plan.

- 4.9 During construction of the PROJECT, the COUNTY shall prohibit public access to the various construction sites and provide for the general security of the active PROJECT AREA, including the prevention of dumping, by taking appropriate measures such as signage, barricades, and temporary fencing, where appropriate.
- 4.10 The COUNTY shall require itself and its contractor(s) and, or, consultant(s) to assume sole responsibility for the safety of all persons involved in the construction of the PROJECT and to take such measures as are necessary to ensure that the work site is maintained in a reasonably safe condition, which shall include the installation of appropriate barricades and warning signs.
- 4.11 Following the construction activities, the COUNTY shall be responsible for establishing the landscaping restoration conditions depicted in the Final Plan. Such work shall include seeding and erosion control measures on the CITY property for a one (1) year term following the completion of the construction activities, unless final permit sign-off occurs sooner. More specifically, the CITY agrees that such restoration work shall be performed as depicted and described in the plan drawings of the Final Plan, and such amendments and addendum thereto that may be approved by the COUNTY and CITY.
- 4.12 During the Restoration Component work on CITY right of way, the COUNTY shall be responsible for scheduling and coordinating an annual joint field inspection of the PROJECT'S restoration with appropriate staff representatives from each of those Parties. The COUNTY shall document the results of said field inspections, which shall include descriptions of any noted PROJECT deficiencies, recommended corrective actions, and identify the party designated for proper and timely response.
- 4.13 The COUNTY shall give notice(s) to the CITY of the date(s) for a final inspection of the PROJECT'S construction work following completion thereof. The CITY shall have thirty (30) calendar days from the receipt of said notice to conduct their final inspections of the completed site or phase and issue its approval or rejection, as circumstances warrant, for the work completed on their respective properties. In the event that the CITY determines that work on their property does not conform to the Final Plan, the CITY shall give notice within the thirty (30) day period of any defects or deficiencies thereof. Said notice shall describe, in detail, the work not performed according to the Final Plan and shall also set

out the CITY's recommendations for any corrective work it deems necessary. Even after the CITY has found each of the PROJECT work to have been satisfactorily completed, the COUNTY shall remain responsible for conditional compliance with all applicable outstanding permits until such time as the issuing agency signs-off on the PROJECT, or any particular PROJECT component, as applicable. During this time the CITY shall take no action that causes the PROJECT to fail regulatory acceptance. Should the CITY fail to timely notify the COUNTY of any nonconforming work, defects or deficiencies, the CITY shall be deemed to have approved and accepted that PROJECT work.

- 4.14 The COUNTY shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 4.15 The COUNTY shall be permanently responsible for operating and maintaining the integrity of the 6" storm sewer associated with the project, without regard to the jurisdictional status of the underlying land.
- 4.16 The COUNTY shall acknowledge the CITY in any publications resulting from work achieved in conjunction with this PROJECT.

5.0 CITY RIGHTS AND RESPONSIBILITIES

- 5.1 The CITY may review and issue comments to the COUNTY regarding the Final Plan and may attend any pre-bid meeting, construction progress meetings or site visits conducted by the COUNTY.
- 5.2 The CITY agrees to cooperate with the COUNTY regarding any significant proposed changes, alterations, or modifications to the Final Plan including, but not limited to any proposed bidding addenda, field adjustments, or change orders, to the extent that said changes, alterations or modifications affects the COUNTY's costs, use of its property and, or, future maintenance requirements, by providing reasonably prompt review, comment, and concurrence, which shall not be unreasonably withheld, conditioned, delayed or denied by the CITY.
- 5.3 The CITY hereby grants the COUNTY'S employees, consultant(s) and contractor(s) permission to enter upon any CITY property either: (i) as depicted as the PROJECT AREA on Exhibit A, or (ii) as otherwise may be reasonably necessary to achieve the PROJECT's objectives, at no cost to the COUNTY. The CITY shall grant to the COUNTY at no cost the authority to access and undertake PROJECT-related activities,

including but not limited to construction, construction management, grading, excavation, filling, vegetative plantings, site restoration, monitoring and testing, throughout the PROJECT AREA lying on CITY property. Except for work, inspections, and monitoring conducted pursuant to this AGREEMENT by CITY officials, agents, and/or employees, the CITY shall not be responsible for the means, methods, techniques, or procedures with respect to the construction of the PROJECT, nor for the safety of any other persons performing work on CITY property.

- 5.4 The CITY shall have the right to monitor the work in the PROJECT AREA for the purpose of insuring that the work conforms to the approved Final Plan and conditions of this AGREEMENT.
- 5.5 The CITY shall grant to the COUNTY, at no cost to the COUNTY, permission to maintain the 6” storm sewer in the Ray Avenue right of way, installed in accordance with the PROJECT documents.
- 5.6 The CITY shall operate and maintain, in its entirety, all right of way swales and appurtenances thereto (signs, markings, etc.), restored as part of the PROJECT, after the site has been satisfactorily constructed by the COUNTY and accepted by the CITY. For the purpose of this AGREEMENT, the CITY’s restored improvements will be deemed to have been satisfactorily completed when final regulatory approval for said restoration(s) has been provided in writing from all appropriate regulatory authorities. The COUNTY shall only be responsible for the storm sewer underground, installed during the course of the PROJECT.
- 5.7 Unless directly and proximately caused by any acts or omissions of the CITY, the CITY shall not be liable for any damage to or loss of any storm sewer facility constructed pursuant to this AGREEMENT and located within the public ways of the CITY as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public ways by or on behalf of the CITY. Notwithstanding the foregoing, in the event that the CITY is performing work within the PROJECT AREA as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public ways by or on behalf of the CITY, the CITY shall notify the COUNTY of the proximity to such installation and the COUNTY shall have the right to have a representative present during such work. The CITY shall provide appropriate staff representative(s),

or consultant(s), to attend the final inspection of the PROJECT, and any annual field inspections, as scheduled and coordinated by the COUNTY. The COUNTY shall, in an appropriate and timely manner, properly address and correct any noted PROJECT deficiencies that are determined to exist in any part or component of the PROJECT.

- 5.8 The CITY shall bear its own expenses related to the use of its employees or consultants for any review, site inspections, meeting attendance or the preparation and issuance of any comments provided for in this AGREEMENT.
- 5.9 The CITY shall acknowledge the COUNTY in any publications resulting from work achieved in conjunction with this PROJECT.
- 5.10 Upon PROJECT completion, the CITY shall be responsible for permanently maintaining all improvements outside of the PROJECT's scope.

6.0 INDEMNIFICATION

- 6.1 Each party to this AGREEMENT shall require that any third party vendor, consultant or contractor hired to do work on the PROJECT shall agree to defend, save, indemnify, keep and hold harmless the other parties, and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defense and judgments and settlements that may at any time arise or be claimed by any person, including the agents, servants and employees of the parties, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that might arise or result, directly or indirectly, from the negligent acts or omissions, or the intentional acts of the third party related to its work on the PROJECT. All contracts entered into by each party to this AGREEMENT with any third-party vendor, consultant or contractor shall include a provision specifically naming the other parties as third-party beneficiaries of the hold harmless and indemnification to be provided by the third-party vendor, consultant, or contractor under this paragraph.
- 6.2 Pursuant to the authority conferred by Article VII of the Local Governmental and Governmental Employee Tort Immunity Act, each party to this AGREEMENT (as indemnitor) shall defend, save, indemnify, keep and hold harmless the other party (as indemnitee) and all of their officers, elected officials, servants, agents and employees from all liabilities, damages, suits, costs and expenses in law or equity, including costs of suit, expenses for legal services and defenses and settlements and judgments that may at

any time arise or be claimed by any person, including the agents, servants and employees of the indemnitor or indemnitee, for personal injury, death or property damage or any and all other claims or suits of any nature whatsoever that may arise or result, directly or indirectly, or in any manner connected with the indemnitor's rights, responsibilities or actions under this AGREEMENT, when caused by an act or omission to act on the part of the indemnitor, its officers, agents, or employees, that allegedly constitutes, without limitation, negligence, creation or maintenance of a dangerous condition on public property, or intentional infliction of harm. The parties agree that, notwithstanding the language above, no party waives, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.), or otherwise available to it, or available to the other parties under the law, and that there shall be no obligation to indemnify whenever a party has a defense or protection to a claim under the Local Government and Governmental Employees Tort Liability Act or common law.

- 6.3 Each Party to this AGREEMENT shall require that any third-party consultant or contractor that Party hires to do work on the PROJECT shall maintain minimum insurance coverage, in the same amounts and same coverage types as the insurance coverage required of COUNTY-hired contractors enumerated in Paragraph 4.4, above. Such insurance coverage shall identify the other Parties to this AGREEMENT as additional co-insured Parties. Each Party agrees to provide to the other Parties, or make reasonably available for inspection, copies of the certificates of insurance and required endorsements provided by each Party's respective third-party consultant(s) or contractor(s) and sub-consultant(s) and sub-contractor(s).
- 6.4 Nothing contained herein shall be construed as prohibiting any Party to this AGREEMENT, or its officials, directors, officers, and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings, and actions brought against them. The Parties acknowledge that the attorney representing the COUNTY, under these provisions must be the State's Attorney, as mandated by Illinois state law. The COUNTY'S participation in its defense shall not remove the indemnitors' duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

7.0 NOTICES

7.1 All notices required to be given under the terms of this AGREEMENT shall be in writing and either: (a) served personally during regular business hours; (b) served by electronic mail (e-mail) during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with the postage prepaid and deposited in the United States mail. Notices served upon the CITY shall be directed to the Director of Public Works, City of West Chicago, 475 Main Street, West Chicago, IL 60185. Notices served upon the COUNTY shall be directed to the Director, Stormwater Management Department, County of DuPage, 421 N. County Farm Road, Wheaton, IL 60187 and DuPage County State's Attorney's Office, Attn: Civil Bureau, 505 N. County Farm Road, Wheaton, IL 60187. Notices served personally or by e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service.

8.0 SEVERABILITY

8.1 In the event any provision of this AGREEMENT is found to be invalid or unenforceable by a court of competent jurisdiction, such determination shall not invalidate or render unenforceable any other provision of this AGREEMENT, providing that the spirit and intent of this AGREEMENT can be given effect.

9.0 ENTIRE AGREEMENT

The provisions set forth herein represent the entire agreement between the parties and supersede any previous oral or written negotiations and agreements. In 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.

10.0 NO THIRD-PARTY BENEFICIARIES

10.1 The Parties expressly agree that enforcement of the terms and conditions of this AGREEMENT, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this AGREEMENT shall give or allow any

such claim or right of action by any other or third person on such AGREEMENT, including, but not limited to, contractors, subcontractors, consultants, subconsultants, and suppliers. The Parties expressly intend that any person other than the Parties who receives services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

11.0 MISCELLANEOUS TERMS

- 11.1 This AGREEMENT shall be executed in duplicate, and each party shall retain a fully executed copy, each of which shall be deemed an original. Each Party represents that it holds the authority to enter into this AGREEMENT and undertake the duties and obligations contemplated by this AGREEMENT and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this AGREEMENT.
- 11.2 This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Eighteenth Judicial Circuit Court for DuPage County.
- 11.3 This AGREEMENT may be amended or modified only by written instrument duly approved and signed by both parties to the AGREEMENT. Neither Party may assign this AGREEMENT, nor any obligations imposed hereunder, without the prior written consent of the other Party.
- 11.4 This AGREEMENT shall not be construed in such a way that the COUNTY or the CITY is or deemed to be the representative, agent, employee, partner, or joint venture of the other. Neither Party shall have the authority to enter into any agreement, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein or otherwise agreed in writing.
- 11.5 No course of dealing or failure of any party to enforce strictly any term, right, or condition of this AGREEMENT shall be construed as a waiver of such term, right, or condition. No express waiver of any term, right, or condition of this AGREEMENT shall operate as a waiver of any other term, right, or condition.

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT as of the 9th day of June, 2026.

CITY OF WEST CHICAGO

COUNTY OF DU PAGE

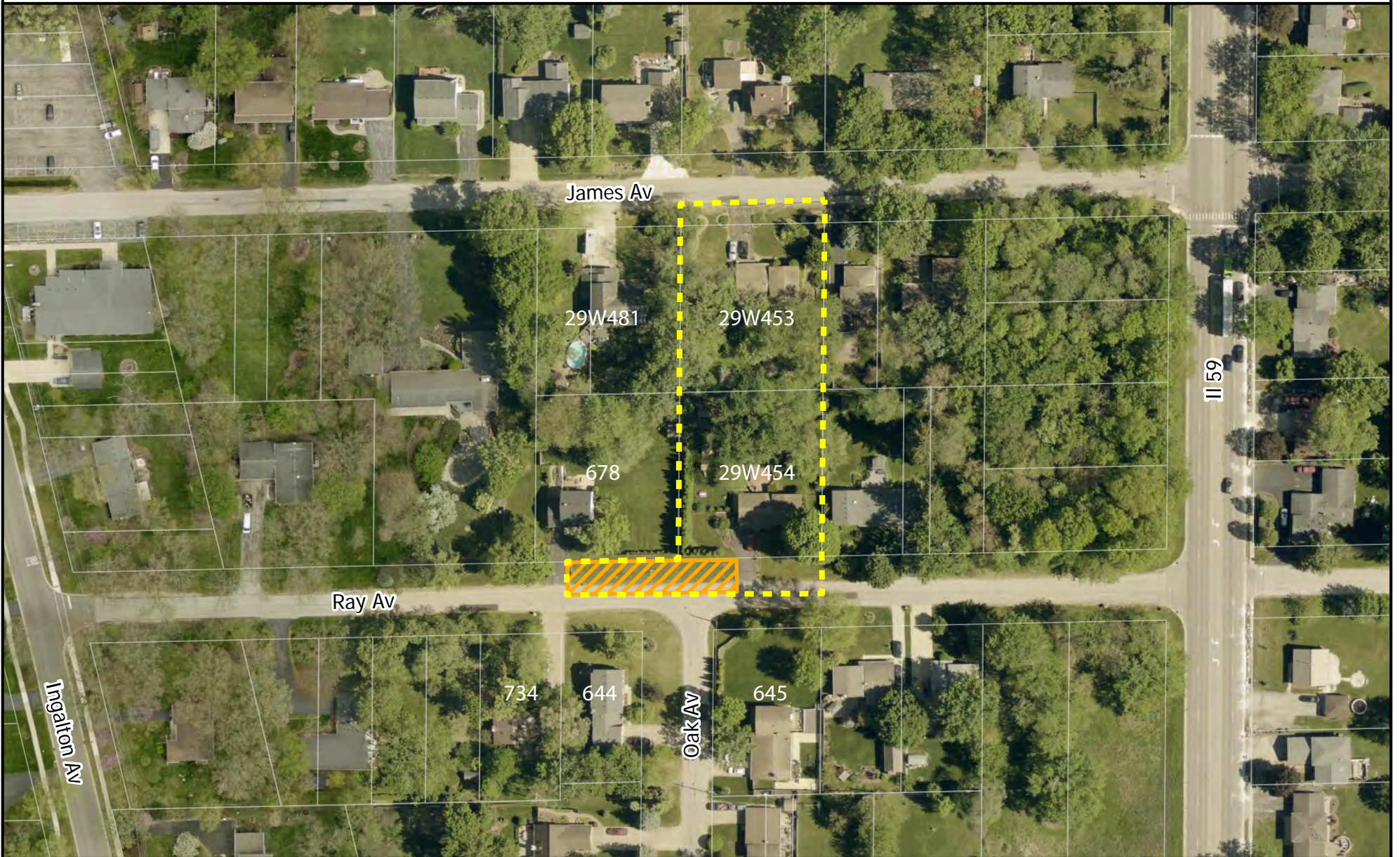
BY: _____

BY: _____




ATTEST: _____

ATTEST: _____

Exhibit A - Location Map



Legend

-  Project Location
-  Parcel Boundaries
-  Work in City ROW

