



DU PAGE COUNTY

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

Stormwater Management Committee Regular Meeting Agenda

Tuesday, June 6, 2023

7:30 AM

County Board Room

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON**

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

5. **APPROVAL OF MINUTES**

5.A. [23-1742](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, May 2, 2023

6. **CLAIMS REPORTS**

6.A. [23-1912](#)

Schedule of Claims - May 2023

7. **BUDGET TRANSFERS**

7.A. [23-1935](#)

Budget Transfer needed for the purchase of 2 replacement vehicles for the Drainage Division of Stormwater Management. When the FY23 budget was originally prepared and presented to the Stormwater Committee the anticipated cost model was lower than it is today. The Division of Transportation has worked with vendors to procure acceptable replacement vehicles, however there was a cost increase from the original budget. This budget transfer reflect the anticipated cost increases for replacement vehicle purchases.

8. **STAFF REPORTS**

8.A. [23-1933](#)

IEPA Annual Report

8.B. [23-1934](#)

June 2023 Spill Report

8.C. [23-1937](#)

May 2023 Currents E-Newsletter

- 8.D. [23-1983](#)
2023 June Program and Event Update

9. ACTION ITEMS

- 9.A. [23-1985](#)
SM-P-0070B-19 - Amendment to Resolution SM-P-0070-19, issued to Comcast Holdings Corporation D/B/A Comcast Business to extend the contract with Comcast Business to provide secure data to Stormwater Management's remote Flood Control Facilities through September 30, 2023 and increase contract by \$17,653, resulting in an amended contract total amount not to exceed \$277,883.24, an increase of 6.78%.
- 9.B. [SM-CO-0009-23](#)
Change Order to County Contract 4673-0001 SERV, issued to Accela, Inc., for a contract increase of \$42,241.52 for four (4) additional licenses, for Stormwater Management for a 2-year period and extension of license subscription serves for Public Works (1) and Building and Zoning (3) for a two-year period, resulting in an amended contract total of \$965,509.79, an increase of 4.58%.
- 9.C. [SM-R-0066-23](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Glendale Heights for the Armitage Creek Stream Improvements- Reaches 13 and 14 Project, for an agreement not to exceed \$82,585. FY2023 Water Quality Improvement Grant.
- 9.D. [SM-R-0067-23](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Lake Hinsdale Village Homeowners' Association for the Lake Bank Restoration Project, for an agreement not to exceed \$3,540. FY2023 Water Quality Improvement Grant.
- 9.E. [SM-R-0068-23](#)
Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage and the Village of Villa Park for the Lufkin Pond Basin Project. ARPA ITEM.

10. OLD BUSINESS

11. NEW BUSINESS

12. ADJOURNMENT



Minutes

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

File #: 23-1742

Agenda Date: 6/6/2023

Agenda #: 5.A.



DU PAGE COUNTY

Stormwater Management Committee

Final Summary

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

Tuesday, May 2, 2023

7:30 AM

County Board Room

1. CALL TO ORDER

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

A motion was made by Member Garcia and seconded by Member Hinterlong to add Member Gustin to the Stormwater Management Committee on May 2, 2023 for quorum purposes. Upon a voice vote, the motion passed with all ayes.

A motion was made by Member Garcia and seconded by Member Gustin to allow Member Evans to participate remotely. Upon a voice vote, the motion passed with all ayes.

2. ROLL CALL

County Board Member Yeena Yoo was in attendance.

PRESENT	Eckhoff, Garcia, Hinterlong, Pojack, Tornatore, Yusuf, Zay, and Gustin
ABSENT	Brummel, DeSart, Nero, and Pulice
REMOTE	Evans

3. PUBLIC COMMENT - PUBLIC COMMENT IS LIMITED TO THREE MINUTES PER PERSON

The following individuals were present for record of attendance only:
Kay Whitlock- Christopher B. Burke Engineering, LTD.
Marylee Leu- Community

4. CHAIRMAN'S REMARKS - CHAIR ZAY

Chairman Zay, Director Hunn and Kay McKeen presented the awards for the Sustainable Design Challenge to the students and teachers of the winning projects.

4.A Sustainable Design Challenge Awards Presentation

5. APPROVAL OF MINUTES

5.A [23-1433](#)

Stormwater Management Committee Meeting- Regular Meeting- Tuesday, April 4, 2023

Attachments: [Stormwater Management Committee Meeting-Regular Meeting-Tuesday, April 4, 2023](#)

RESULT:	APPROVED
----------------	----------

MOVER:	Paula Garcia
SECONDER:	Chester Pojack

6. CLAIMS REPORTS

6.A [23-1616](#)

Schedule of Claims - April FY23

Attachments: [FY23 April Schedule of Claims](#)

RESULT:	ACCEPTED
MOVER:	Paula Garcia
SECONDER:	Paul Hinterlong

7. STAFF REPORTS

7.A [23-1627](#)

2023 May Program and Event Update

Director Hunn addressed a question from Member Eckhoff regarding a project start date.

Attachments: [2023 May Program Update](#)
[2023 May Events](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Patty Gustin
SECONDER:	Paula Garcia

7.B [23-1632](#)

April 2023 Currents E-Newsletter

Attachments: [April 2023 Currents E-Newsletter](#)

RESULT:	ACCEPTED AND PLACED ON FILE
MOVER:	Patty Gustin
SECONDER:	Paula Garcia

8. ACTION ITEMS

Motion to Combine Items

Member Hinterlong moved and Member Tornatore seconded a motion to combine items A through D. The motion was approved on voice vote, all "ayes".

8.A [SM-R-0062-23](#)

Recommendation for the approval to enter into an Intergovernmental Agreement between

the County of DuPage, Illinois and the Glen Ellyn Park District for the Churchill Park Site Improvements Project, for an agreement not to exceed \$34,500. FY2023 Water Quality Improvement Grant.

Attachments: [Glen Ellyn Park District Churchill Checklist](#)
[Glen Ellyn Park District- Churchill Park IGA](#)

8.B **SM-R-0063-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Westmont for the Alley Reconstruction Project, Section H, for an agreement not to exceed \$66,129. FY2023 Water Quality Improvement Grant.

Attachments: [Village of Westmont Alley H- Checklist](#)
[Village of Westmont Alley H- IGA](#)

8.C **SM-R-0064-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Willowbrook for the Borse Memorial Parking Lot Improvements, for an agreement not to exceed \$99,000. FY2023 Water Quality Improvement Grant.

Attachments: [Village of Willowbrook Borse Parking Lot Checklist](#)
[Village of Willowbrook Borse Parking Lot IGA](#)

8.D **SM-R-0065-23**

Recommendation for the approval to enter into an Intergovernmental Agreement between the County of DuPage, Illinois and the Village of Downers Grove for the Curtiss and Glenview Water Quality Project , for an agreement not to exceed \$19,275. FY2023 Water Quality Improvement Grant.

Attachments: [Curtiss & Glenview Downers Grove Checklist](#)
[Curtiss & Glenview Downers Grove IGA](#)

RESULT:	APPROVED THE CONSENT AGENDA
MOVER:	Paula Garcia
SECONDER:	Paul Hinterlong
AYES:	Eckhoff, Garcia, Hinterlong, Pojack, Tornatore, Yusuf, Zay, and Gustin
ABSENT:	Brummel, DeSart, Nero, and Pulice
REMOTE:	Evans

8.E **SM-P-0056-23**

Recommendation for the approval of a contract issued to Environmental Consulting & Technology, Inc., for Professional Engineering Services for hydraulic modeling and

floodplain mapping services, for Stormwater Management, for the period of May 9, 2023 through November 30, 2024, for a contract total not to exceed \$50,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification-based selection process (Architects, Engineers and Land Surveyors).

Attachments: [ECT- Checklist](#)
 [ECT- Agreement](#)
 [ECT- Vendor Ethics](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Paula Garcia

8.F [SM-P-0057-23](#)

Recommendation for the approval of a contract issued to Strand Associates, Inc., for On Call Drainage Professional Engineering Services, for Stormwater Management, for the period of May 9, 2023 through April 30, 2024, for a contract total not to exceed \$70,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

Attachments: [Strand-Checklist](#)
 [Strand-Agreement](#)
 [Strand- Vendor Ethics](#)
 [Millennia- Vendor Ethics -Sub](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Patty Gustin
SECONDER:	Paula Garcia

8.G [SM-P-0058-23](#)

Recommendation for the approval of a contract issued to Trotter & Associates, Inc., for On-Call Professional Engineering Services, for Stormwater Management, for the period of May 9, 2023 through November 30, 2024, for a contract total amount not to exceed \$90,000. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors). First Renewal.

Attachments: [Trotter- Checklist](#)
 [Trotter- Agreement](#)
 [Trotter- Vendor Ethics](#)

RESULT:	APPROVED AND SENT TO FINANCE
MOVER:	Paula Garcia

SECONDER: Patty Gustin

8.H [FI-R-0119-23](#)

Acceptance and appropriation of the Illinois Environmental Protection Agency Section 319(h) Nonpoint Source Pollution Control Financial Assistance Program, Intergovernmental Agreement No. 3192207, Company 5000, Accounting Unit 3065, \$547,398. (DRAFT)

Attachments: [AU3065 Budget - Attachment I](#)
 [NOSA 378-38527 - Attachment II](#)
 [3192207.DRAFT.exhibits](#)

RESULT: APPROVED AND SENT TO FINANCE

MOVER: Paula Garcia

SECONDER: Chester Pojack

9. OLD BUSINESS

No old business was discussed.

10. NEW BUSINESS

No new business was discussed.

11. ADJOURNMENT

A motion was made by Member Hinterlong and seconded by Member Garcia to adjourn at 7:48 AM. Upon a voice vote, the motion passed with all ayes.



Payment of Claims

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

File #: 23-1912

Agenda Date: 6/6/2023

Agenda #: 6.A.

DUPAGE COUNTY STORMWATER MANAGEMENT
SCHEDULE OF CLAIMS
May-22

Vendor	Service	Amount
ComEd	SS Hagar 1W Electric services	\$ 35.24
Hey & Associates	Professional services	\$ 3,775.37
A Block	Truck Tipping	\$ 30.00
A Block	Truck Tipping	\$ 30.00
AT & T	Phone services	\$ 48.25
AT & T	Armstrong Park Phone services	\$ 77.51
ComEd	ES River Rd. 3N Rt 34 Electric services	\$ 356.77
IL Tollway	Tollway charges 1/1/23-3/31/23	\$ 282.00
Nicor Gas	800 N. River Rd. Natural gas services	\$ 175.77
A Block	Truck tipping	\$ 30.00
APWA Chicago Metro Chapter	Event FVB Municipal Law Seminar- Lock	\$ 40.00
Ciorba	Floodplain Assistance	\$ 3,098.20
ComEd	Pump station 397 Illini Electric services	\$ 1,155.86
ComEd	ES River Rd. 3N Rt 34 Electric services	\$ 385.09
ComEd	ES Fanchon 1S Electric services	\$ 623.41
Grainger	4-Batteries	\$ 125.32
Seiler	Bluebeam - Trygg	\$ 472.00
USPS	Postage- March 2023	\$ 7.44
Alphagraphics	Business cards - Falsey	\$ 16.00
ComEd	4720 Dumoulin Electric services	\$ 80.64
AT & T	River Dumoulin Phone services	\$ 74.14
AT & T	River Dumoulin Phone services	\$ 93.58
AT & T	River Dumoulin Phone services	\$ 85.04
AT & T	Phone services	\$ 50.50
ComEd	4013 Washington DG Electrical services	\$ 23.32
ComEd	4013 Washington DG Electrical services	\$ 26.76
DPCC	Catering services 4/18/23	\$ 78.00
DPCC	Catering services 4/18/23	\$ 21.72
Ace Hardware	various supplies	\$ 27.95
AT & T	Phone services	\$ 49.08
Comcast	Secondary internet service at EQ	\$ 5,237.41
ODP	Various supplies	\$ 132.24
ODP	Varidesk	\$ 1,260.00
AT & T	WoodDale Itasca Phone services	\$ 90.64
BGR	Lobbyist services	\$ 2,500.00
City of Wood Dale	Water/sewer 301 School	\$ 44.09
ComEd	SS Irving Park 1W Electric services	\$ 32.53
ComEd	4525 River Dr. #3 Electric service	\$ 37.64
ComEd	4723 River Dr. Electric services	\$ 44.71
ComEd	NS School St. Electric services	\$ 1,037.83
ComEd	4525 Dumoulin Electric services	\$ 78.88
ComEd	4720 Dumoulin Electric services	\$ 85.02
Currie Motors	2023 Ford F350	\$ 73,752.00
ERA	Professional services	\$ 10,534.83
FirstNet/ATT	Cellular services	\$ 1,948.61
Graf Tree Care	tree risk assessment	\$ 760.00
Luke Cox	Reimb. For Safety shoes	\$ 54.98
Nicor Gas	301 W. School Natural gas services	\$ 60.27
Paddock Publications	Public notice publication	\$ 151.80
Sentry Safety Supply	Employee safety wear	\$ 489.34
Signal 88	Security services	\$ 960.75
Willowbrook Ford	Vehicle repairs SWM#35	\$ 1,592.19

A Block	truck tipping	\$	30.00
AEP	Utility supply at EQ	\$	1,198.41
ComEd	NS CNWR 1E W Elmhurst Electric Services	\$	4,247.72
ComEd	SS Hagar 1W Electric services	\$	34.50
ComEd	150 N. IL Rt.83 Electric services	\$	202.33
DuPage Co	Q1 FY23 Copier charges	\$	1,101.67
Falsey, MB	Reimb. For fuel	\$	42.53
Freeway Ford	Vehicle repairs #SWM-60	\$	179.95
Hazchem	Emergency response clean up	\$	4,268.80
Home Depot	Hose reel/shoplight	\$	82.95
Home Depot	Various supplies	\$	34.90
Home Depot	Concrete	\$	16.64
Home Depot	various supplies	\$	68.90
Home Depot	Screws/4x4	\$	33.24
Kipps	Chain saw supplies	\$	92.42
Menards	Various supplies	\$	50.67
Alphagraphics	Business cards - Galvan	\$	16.00
AT & T	Long distance phone services	\$	44.79
AT & T	River Dumoulin Phone services	\$	52.73
Hunn, Sarah	Reimb. For IDNR EcoCat fee	\$	127.81
Hazchem	Hazardous Waste/Emergency Disposal	\$	4,268.80
Home Depot	Various supplies	\$	164.40
Home Depot	Various supplies	\$	45.92
Robinson Eng.	On-call Engineering	\$	1,676.08
Runnion	Door linkage SWM E-15	\$	168.94
SCARCE	Water Quality Education	\$	7,943.50
Stantec	Native vegetation mtce	\$	28,365.76
Fleet Safety Supply	Control Board rplcmt SWM35	\$	247.39
HLR	Native vegetation mtce	\$	5,726.00
ODP	Various supplies	\$	23.12
ODP	Various supplies	\$	67.29
ODP	Various supplies	\$	27.42
Red Wing Shoes	Employee safety shoes - Baczek	\$	157.24
Red Wing Shoes	Employee safety shoes -Galvan	\$	200.00
Red Wing Shoes	Employee safety shoes - Whelan	\$	200.00
Red Wing Shoes	Employee safety shoes - Murray	\$	200.00
Red Wing Shoes	Employee safety shoes - Miller	\$	186.99
Red Wing Shoes	Employee safety shoes - Trygg	\$	152.99
Strand Associates	On-call Engineering	\$	2,849.64
Strand Associates	On-call Engineering	\$	8,496.24
V & R Tire	Replace brake pads SWM35	\$	334.13
V3 Companies	Native vegetation mtce	\$	2,920.50
West Side Tractor	Repairs to SWM40	\$	4,863.91
AT & T	Phone services	\$	48.34
AT & T	Armstrong Park Phone services	\$	76.42
ComEd	ES River Rd. 3N Rt 34 Electric services	\$	326.49
DuPage Co PW	Gasoline 2/16-5/15/23	\$	4,482.88
IDNR	Main St. Basin Permit	\$	3,760.00
Menards	Various supplies	\$	88.31
Nicor Gas	800 N. River Rd. Natural gas services	\$	182.29
Sentry Safety Supply	Employee safety wear	\$	929.77



Budget Transfer

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

File #: 23-1935

Agenda Date: 6/6/2023

Agenda #: 7.A.

DuPage County, Illinois
BUDGET ADJUSTMENT
Effective October, 2022

From: 1600
Company #

STORMWATER MANAGEMENT
From: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3000	54000		LAND/RIGHT OF WAY	\$ 15,000.00	300,000.00	285,000.00	5/30/23
Total				\$ 15,000.00			

To: 1600
Company #

STORMWATER MANAGEMENT
To: Company/Accounting Unit Name

Accounting Unit	Account	Sub-Account	Title	Amount	Finance Dept Use Only Available Balance		Date of Balance
					Prior to Transfer	After Transfer	
3000	54120	3200	AUTOMOTIVE EQUIPMENT - DRAINAGE	\$ 15,000.00	60,000.00	75,000.00	5/30/23
Total				\$ 15,000.00			

Reason for Request:

Budget Transfer needed for the purchase of 2 replacement vehicles for the Drainage Division of Stormwater Management. When the FY23 budget was originally prepared and presented to the Stormwater Committee the anticipated cost model was lower than it is today. The Division of Transportation has worked with vendors to procure acceptable replacement vehicles, however there was a cost increase from the original budget. This budget transfer reflect the anticipated cost increases for replacement vehicle purchases.

Department Head

05-30-23
Date

Chief Financial Officer

5/30/23
Date

Activity T
(optional)

****Please sign in blue ink on the original form****

Finance Department Use Only			
Fiscal Year 23	Budget Journal #	Acctg Period	
Entered By/Date	Released & Posted By/Date		

SW-6/6/23

FINCO-6/13/23



Staff Report

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

File #: 23-1933

Agenda Date: 6/6/2023

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: Mary Beth Falsey, Stormwater Management

SUBJECT: IEPA Annual Report

DATE: May 24, 2023

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

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

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

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





Staff Report

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

File #: 23-1934

Agenda Date: 6/6/2023

Agenda #: 8.B.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

FROM: Mary Beth Falsey, Stormwater Management

SUBJECT: Quarterly Spill Response Report

DATE: May 24, 2023

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 2023, the following spill events occurred and were responded to:

Oil Spill, Addison, March 6, 2023

The Village of Addison contacted Stormwater Management staff regarding an oil spill into the IDOT storm sewer system caused by a vehicle collision on IL Rt. 53. The responsible party was located and contracted with an environmental cleanup company for remediation. Stormwater staff coordinated with IDOT, Addison, and IEPA to verify proper cleanup and inspected downstream areas to ensure no release offsite or into waterways.

Leaking Underground Storage Tank, Hanover Park, March 16, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak in Hanover Park. Staff verified no release offsite or into waterways and that there was no release beyond the immediate tank area.

Leaking Underground Storage Tank, Wood Dale, March 22, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding an underground storage tank leak in Wood Dale. Staff verified no release

offsite or into waterways and that there was no release beyond the immediate tank area.

Oil Spill, Carol Stream, March 24, 2023

Stormwater Management received a Hazardous Materials Incident Report of an oil sheen on a retention pond in Carol Stream. The sheen was determined to be caused by dirty inlet filters slowly releasing oil to storm sewer system. Carol Stream worked with business owner to replace inlet filters and create a regular inspection schedule. Findings were reported to IEPA.

Leaking Underground Storage Tank, Downers Grove, March 27, 2023

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

Oil Spill, Willowbrook, March 27, 2023

Stormwater Management staff received a Hazardous Materials Incident Report of 55 gallons of motor oil spilled in Willowbrook. A barrel of used oil was spilled at a roofing supply company into the ditch along 79th St. Stormwater staff responded and met USEPA, Village of Willowbrook, Willowbrook Police, and Tri-State Fire Department onsite. The responsible party contracted with an environmental cleanup company to perform remediation. Oil and water in the ditch were vacuumed out that night and booms placed in the ditch. The following day, staff met onsite with USEPA, IEPA, environmental cleanup company, and the responsible party to discuss further remediation plans. Permits were needed from Willowbrook and IDOT to excavate contaminated soil. Oil booms remained in place until excavation could commence. Later that week, an excavation contractor arrived to start removing contaminated soil. A perforated pipe from the property to the ditch was removed and replaced with PVC. A downstream driveway culvert was also jetted out. Following the excavation, the site was then stabilized with seeding and erosion control blanket.

Oil Spill, Lisle, March 24, 2023

Stormwater Management received a citizen report of an oil sheen on Schwartz Creek (East Branch tributary) in Lisle. Staff cooperated with Lisle Public Works to trace the sheen through the storm sewer system to a catch basin where used motor oil was observed. As nothing was found further up the system, it was concluded that this was illegally dumped into the catch basin. Staff placed oil booms in the creek and catch

basin. Lisle Public Works cleaned out the sewer system using jetting and vac trucks. Following cleanout, Lisle Public Works placed additional booms in catch basins to absorb any remaining oil. Stormwater staff reported the incident to IEPA and completed a follow up inspection to ensure proper remediation.

Liquid Glycol Spill, Wheaton, April 19, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a spill of liquid glycol from a failed cooler pump seal. Staff verified no release into storm sewers or waterways.

Diesel Fuel Spill, West Chicago, April 20, 2023

Stormwater Management received a Hazardous Materials Incident Report regarding a diesel fuel spill due to a vehicle collision. Staff verified no release into storm sewers or waterways.

Diesel Fuel Spill, Woodridge, May 2, 2023

Stormwater Management staff received a Hazardous Materials Incident Report regarding a diesel fuel spill due to a vehicle collision on I-355 in Woodridge. Staff coordinated with Woodridge and the Tollway and verified no release offsite or into waterways.

Fish Kill, Burr Ridge, May 16, 2023

A fish kill was reported on a residential detention pond in Burr Ridge. Stormwater Management staff investigated and concluded that the die off was due to low dissolved oxygen caused by low water levels. A sample was taken to the lab for testing as a precaution.



Staff Report

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

File #: 23-1937

Agenda Date: 6/6/2023

Agenda #: 8.C.



DuPage County Stormwater Management News & Updates

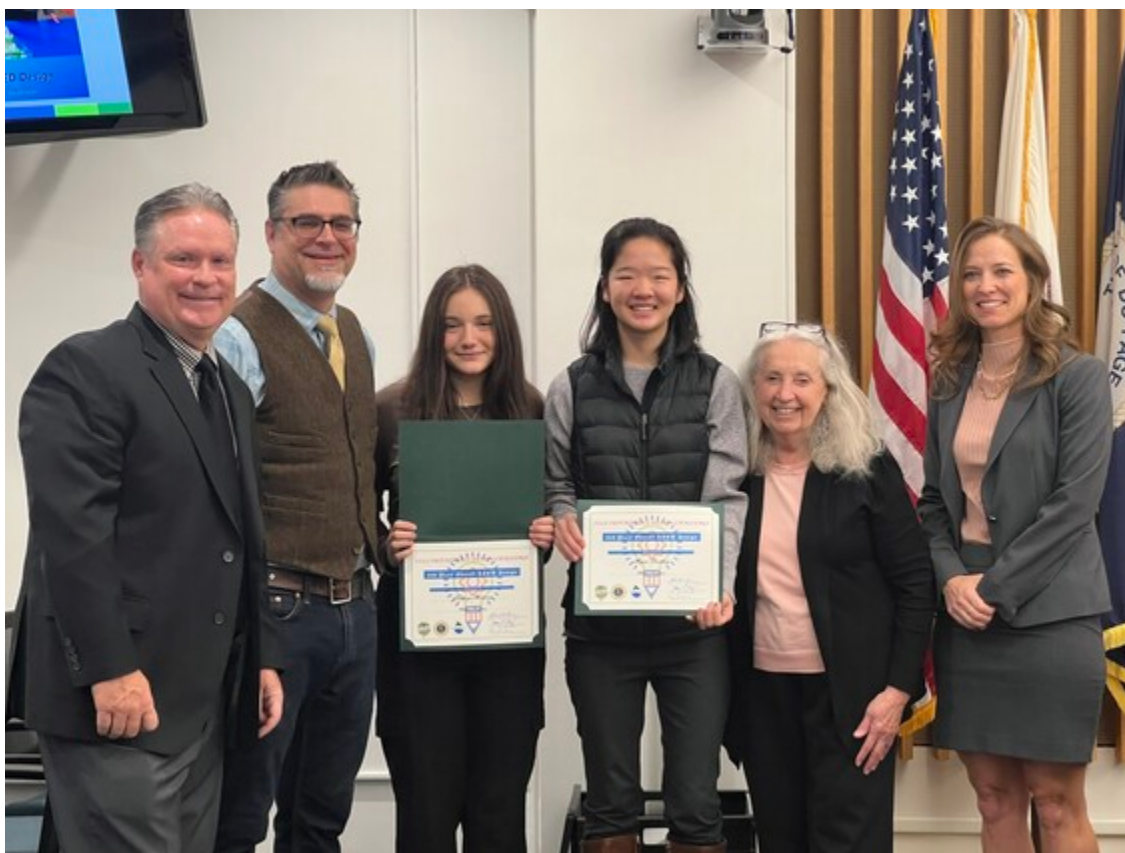
DuPage County, Illinois sent this bulletin at 05/22/2023 10:13 AM CDT

April 2023

[View this email in your browser](#)



DuPage County, SCARCE Award Design Challenge Winners



Stormwater Management Committee Chairman Jim Zay, SCARCE Founder and Executive Director Kay McKeen, and Stormwater Management Director Sarah Hunn award "Second Place in Overall LEED Design" to students from Wheaton Academy, led by their teacher Josh Burick.

During their May meeting, members of the DuPage County Stormwater Management (SWM) Committee presented awards to winning student groups chosen from this year's 17th annual Sustainable Design Challenge. Chair Jim Zay and Director Sarah Hunn were joined by SCARCE Founder Kay McKeen in recognizing the top student groups. Sponsored by SWM, SCARCE coordinates the annual event, which encourages students to construct building and landscape models using environmental and water-friendly design practices. Awards went to students from Hinsdale South (Darien), Wheaton Academy (West Chicago) and Glenbard East (Lombard) high schools.

[More Info](#)

SWM, ISCA Host Hydric Soils Course in DuPage County



Water Quality Supervisor Mary Beth Falsey takes field measurements in front of participants.

Last month SWM co-sponsored the 2023 hydric soils course with the Illinois Soil Classifiers' Association, as well as Engineering Resource Associates, V3 Companies, and M&M Soils. 44 participants from as far away as Iowa came to DuPage County to learn all about hydric soils, which play a key role in wetland delineations. Working in the field at two DuPage Forest Preserve sites, participants engaged in activities like soil sampling, texturing, and profile descriptions.

Smith & Cambridge ARPA Project Substantially Completed This Week

Around Town

In the last month SWM staff engaged with the public at various weekend events in Addison, Warrenville and Naperville. The SCARCE Growin' Green Garden Market is always popular and this year was no exception, despite the rain. As we approach the summer our team is prepping for lots of outreach opportunities throughout the County. Keep an eye on the Upcoming Events tab below for local events where you can catch us in action!



Water Quality Specialist Claire Kissane and Civil Engineer Samantha Heatherly at the Growin' Green Garden Market.



Crews place stone shoulder along Smith Road, one of the final tasks needed to consider the project substantially complete.

The final tasks needed to reach substantial completion on the Smith & Cambridge Drainage Improvement Project were finished this week. The project, located in unincorporated West Chicago, is one of many SWM has funded through our allotment of the DuPage County ARPA funds. It provides upgraded storm sewers and stormwater detention to reduce flooding. Restoration work, including sodding, is expected to be completed over the next month.

Upcoming Events

Downers Grove Native Tree & Shrub Sale

Pre-order closes Tuesday, May 24, 2023, 12:00 P.M.

Pick-up on Thursday, June 8, 2023, 2:00 P.M. - 6:00 P.M.

Our partners at the Conservation Foundation are currently selling native plants online for pickup at Downers Grove Public Works. Over 20 varieties of native trees and shrubs are available, including oaks, dogwoods, hydrangeas, and more.

[More Info](#)

Conservation@Home Presentation

Thursday, June 1, 2023, 7:00 P.M. - 8:30 P.M.

In honor of Illinois Pollinator Month, learn how to plant for birds, butterflies and other pollinators with practical tips on how to manage it over time with Jim Kleinwachter from The Conservation Foundation. Solving wet areas in the landscape will be discussed as well. Attendees will get a native plant guide and learn about how to get a yard visit from one of

The Conservation Foundation staff. Taking place at the Carol Stream Public Library.

[More Info](#)

Woodridge Jubilee

Saturday, June 17, 2023, 12:00 P.M. - 5:00 P.M.

Summer doesn't begin until you attend the Woodridge Jubilee! The annual summer festival, which is organized by the Woodridge Park District and the Village of Woodridge will be taking place from Thursday, June 15 - Saturday, June 18 at Town Centre at the corner of Woodridge and Center Drives. Featuring free admission, carnival rides, live music and a variety of food, the Jubilee is sure to please every type of crowd. SWM staff will have a table set up on Saturday, June 17, come see us while you enjoy the festival!

[More Info](#)



Stormwater Management Planning Committee

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

David Brummel | Dawn DeSart | Lucy Chang Evans

Grant Eckhoff | Paula Deacon Garcia

Paul Hinterlong | Steve Nero | Chester Pojack

Nunzio Pulice | Sam Tornatore | Asif Yusuf

You are receiving this email because you opted into an email list at www.dupageco.org. Update your subscriptions on your [Subscriber Preferences Page](#). You will need to use your email address to log in. If you have questions or problems with the subscription service, please visit subscriberhelp.govdelivery.com.

Subscribe to updates from DuPage County, Illinois

Email Address e.g. name@example.com

Share Bulletin



Powered by



[Privacy Policy](#) | [Cookie Statement](#) | [Help](#)



Staff Report

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

File #: 23-1983

Agenda Date: 6/6/2023

Agenda #: 8.D.



**DUPAGE
COUNTY**

Watershed
Management

Water
Quality

Floodplain
Mapping

Regulatory
Services

Flood Operations
& Maintenance

Shared
Services



STORMWATER MANAGEMENT

MEMORANDUM

TO: Stormwater Management Planning Committee

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

SUBJECT: Stormwater Program Update June 2023

DATE: June 6, 2023

Watershed Planning

Lacey Creek:

Stormwater Management has obtained as-built roadway plans from the Village of Downers Grove and the Village of Oak Brook. These plans have been shared with our consultant to reduce the supplemental survey required for the watershed plan.

Facilities/Operations/ Shared Services Projects

Shared Services/Drainage Projects:

Construction on a project in Unincorporated Wheaton (Woodland Oaks) has met substantial completion. Staff is working with the on-call contractor on additional projects that are also expected to begin this year. Additionally, staff has designed, permitted and constructed in-house a small-scale drainage project in unincorporated Glen Ellyn.

Facilities/Operations:

The stormwater flood control facilities continue to be maintained on a regular basis. The facilities have not operated since the Armstrong Park Reservoir operated in early April.

Water Quality

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

Regulatory

Regulatory is currently processing a high volume of Stormwater Certification applications, while wetland, engineering, and drainage staff are occupied with reviewing permits and performing field inspections.

ARPA Update

Municipal & Township Match Funding:

Stormwater staff received and processed a third reimbursement request from the City of Wheaton for the Dorset Flood Improvement Project in the amount of \$70,488.32.

County Stormwater ARPA Projects:

Staff continues to work with our consultants to finalize plans for the Lufkin Pond (Villa Park) and Main Street Storage Basin (Lisle) Projects. Staff completed an IGA for the Lufkin Park project and the project is estimated to start in early July.

The team for the Main Street Storage Basin continues to work on the design and received 75% completed construction drawings and cost estimate for the project. Stormwater is considering vegetation improvements for the south side of the St. Joseph Creek corridor for inclusion with the Main Street Storage project. Construction on the Main Street Storage Basin is expected to begin in late fall 2023.

Stormwater is working on the design of the St. Joseph Creek Condominiums flood wall project. The plans are about 75% complete, and the County will continue discussions of the project with the design engineer and the Condominium Homeowners Association during the month of June.

The Smith and Cambridge Drainage Improvement Project in unincorporated West Chicago is substantially complete. Martam Construction completed storm sewer installation and associated restoration, including driveway replacements that were necessary as a result of the construction. The remaining work involves clearing on forest preserve property and will not take place until the winter months when frozen ground is expected.

Stormwater has received the necessary permits for the Country Club Highlands Phase II Project. Staff is working with the design engineer to finalize bid documents for these improvements. Once constructed, this project will provide additional flood protection to unincorporated Elmhurst. The improvements will connect to existing infrastructure under existing roads that ultimately discharge into Addison Creek.

The Department's On-Call Construction contract with Earthwerks Land Improvement and Development Corporation Inc. is underway. Earthwerks assisted with completion of the Woodland Oaks project and completed tree clearing efforts associated with the Winfield Creek Streambank Stabilization Project. Stormwater is working with Earthwerks to prepare for breaking ground on several other projects this summer. Stormwater staff is overseeing all construction associated with this contract.

Additional ARPA related projects throughout the County are also in the design and permitting stage.

Summer Interns

Stormwater Management hired a total of four (4) interns to assist with tasks over the summer/fall months. The interns will be learning and helping with multiple departmental duties including: outfall monitoring, inspections of native planting areas, soil erosion control inspections, construction oversight, and infrastructure evaluation.

Upcoming DuPage County Stormwater Management (SWM) Events

Date	Time	Event	Location	Host Organization	SWM Involvement	Attendees	ster
6/17/2023	12pm-5pm	Woodridge Jubilee	Woodridge Town Centre	Woodridge Park District	Vendor	General Public	
6/25/2023	12pm-2pm	Rotary GroveFest	Downers Grove	Rotary Club of DG	Vendor	General Public	



Change Order

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

File #: 23-1985

Agenda Date: 6/6/2023

Agenda #: 9.A.

SM-P-0070B-19
SECOND AMENDMENT TO RESOLUTION SM-P-0070-19
ISSUED TO COMCAST BUSINESS COMMUNICATIONS, LLC
TO PROVIDE INTERNET SERVICES FOR STORMWATER
FLOOD CONTROL OPERATIONS AT
VARIOUS COUNTYWIDE FLOOD CONTROL FACILITIES
(CONTRACT INCREASE \$17,653)

WHEREAS, Resolution SM-P-0070-19, was approved and adopted by the County Board on March 12, 2019; and

WHEREAS, the Stormwater Management Committee recommends changes as stated in the change order to Comcast Business Communications, LLC.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order, dated June 13, 2023 to the contract issued to Comcast Business Communications, LLC for internet services for stormwater flood control operations at various countywide flood control facilities, for Stormwater Management, to increase the contract in the amount of \$17,653.00, taking the contract amount of \$260,230.24, resulting in an amended contract total amount not to exceed \$277,883.24, an increase of 6.78%.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

SWM 6/16
CB 6/13

Date: May 25, 2023
Legistar #: 23 1928

Purchase Order #: 3808-1	Original Purchase Order Date: Mar 15, 2019	Change Order #: 3	Department: Stormwater
Vendor Name: Comcast Holdings Corporation DBA Comcast Business			Vendor #: 12382
Dept Contact: Sarah Hunn			
Background and/or Reason for Change Order Request:	Change order to extend contract to September 30, 2023 and increase contract encumbrance by \$17,653.00.		
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	\$197,230.24
B	Net \$ change for previous Change Orders	\$63,000.00
C	Current contract amount (A + B)	\$260,230.24
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease	\$17,653.00
E	New contract amount (C + D)	\$277,883.24
F	Percent of current contract value this Change Order represents (D / C)	6.78%
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)	40.89%
DECISION MEMO NOT REQUIRED		

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only

☐ 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

DECISION MEMO REQUIRED

☒ Increase (greater than 29 days) contract expiration from: _____ to: Sep 30, 2023

☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1600-3000-53250

☐ OTHER - explain below:

SH	6676	May 25, 2023	<i>[Signature]</i>	6676	05.25.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>[Signature]</i>	Procurement Officer	Date	5/25/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Date: May 25, 2023

Legistar #: 23-1928

Department Requisition #:

Requesting Department: Stormwater Management	Department Contact: Sarah Hunn
Contact Email: sarah.hunn@dupageco.org	Contact Phone: 6676
Vendor Name: Comcast Holdings Corporation DBA Comcast Business	Vendor #: 12382

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Change order to extend contract to September 30, 2023 and increase contract encumbrance by \$17,653.00.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

Extend contract for high speed data to ensure the stormwater staff has secure access to the regional flood control facilities. This access allows for remote operational capability as well as secure video connections for flood control operations. Stormwater Management worked with IT to secure a new bid for these services, the low bidder is in the process of reconfiguring connections to the County's facilities. This extension and increase is to allow for a smooth transition which will result in a net annual savings.

Strategic Impact

Quality of Life

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Maintaining secure data connections to the Stormwater regional flood control facilities ensures realtime operational monitoring and decisions can be made to offset the impacts of severe rainfall events.

Source Selection/Vetting Information - Describe method used to select source.

Comcast Holdings Corporation DBA Comcast Business was the lowest responsive bid 19-007-SW

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

Staff recommends the contract increase and extension to maintain secure data transmission while the new vendor is running data lines for access.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY23 1600-3000-53250 \$17,653.00



Stormwater Management Change Order with Resolution

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

File #: SM-CO-0009-23

Agenda Date: 6/6/2023

Agenda #: 9.B.

AMENDMENT TO RESOLUTION DT-P-0179-20
ISSUED TO ACCELA, INC.
PROFESSIONAL PERMITTING SOFTWARE SERVICES
FOR THE DIVISION OF TRANSPORTATION, STORMWATER MANAGEMENT, BUILDING AND
ZONING AND PUBLIC WORKS
(CONTRACT INCREASE \$42,241.52)

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolution DT-P-0179-20 on June 23, 2020 awarding a contract to Accela, Inc. to provide Professional Permitting Software Services for the Division of Transportation, Stormwater Management, Building and Zoning and Public Works; and

WHEREAS, the Stormwater Management, Development and Public Works Committees recommend changes as stated in the Change Order Notice to increase the contract amount \$42,241.52 for the addition of four (4) additional licenses for a two (2) year period for Stormwater Management and extension of subscription services for four (4) licenses for a two (2) year period, resulting in an amended contract total of \$965,509.79, an increase of 4.58%.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice to County Contract 4673-0001 SERV, to increase the contract amount \$42,241.52 for four (4) additional licenses for permitting software services, issued to Accela Inc, resulting in an amended contract total of \$965,509.79, an increase of 4.58%.

Enacted and approved this 13th day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

SWM 6/6
CB 6/13



Request for Change Order

Procurement Services Division

Attach copies of all prior Change Orders

Date: May 25, 2023

legistar # : 23-1929

Purchase Order #: 4673-0001 serv	Original Purchase Order Date: Jun 23, 2020	Change Order #: 2	Department: Stormwater
Vendor Name: Accela Inc	Vendor #: 23818	Dept Contact: Sarah Hunn	
Background and/or Reason for Change Order Request:	Change order to add seats and extend subscription (4 new seats for SWM for a 2-year period and extension of subscription for a 2 year period; 3 seats-B&Z, 1 seat-PW).		
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
B	Net \$ change for previous Change Orders
C	Current contract amount (A + B)
D	Amount of this Change Order <input checked="" type="checkbox"/> Increase <input type="checkbox"/> Decrease
E	New contract amount (C + D)
F	Percent of current contract value this Change Order represents (D / C)
G	Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)

DECISION MEMO NOT REQUIRED

- ☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
- ☐ 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

DECISION MEMO REQUIRED

- ☐ Increase (greater than 29 days) contract expiration from: _____ to: _____
- ☒ Increase \geq \$2,500.00, or \geq 10%, of current contract amount ☒ Funding Source 1600-3000-53806 \$ 21,120.76
1100-2810-53806 \$ 15,840.57
2000-2665-53806 \$ 6,280.19
- ☐ OTHER - explain below:

SH	6676	May 25, 2023	<i>SA</i>	6676	05.25.23
Prepared By (Initials)	Phone Ext	Date	Recommended for Approval (Initials)	Phone Ext	Date
REVIEWED BY (Initials Only)					
Buyer	Date	<i>MLH</i>	Procurement Officer	Date	5/25/23
Chief Financial Officer (Decision Memos Over \$25,000)	Date	Chairman's Office (Decision Memos Over \$25,000)	Date		



Decision Memo

Procurement Services Division

Date: May 25, 2023

Legistar #: 23-1929

Department Requisition #:

This form is required for all Professional Service Contracts over \$25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Stormwater Management	Department Contact: Sarah Hunn
Contact Email: sarah.hunn@dupageco.org	Contact Phone: 6676
Vendor Name: Accela Inc	Vendor #: 23818

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Increase the contract amount \$42,241.52 for the addition of four (4) additional licenses for a two (2) year period for Stormwater Management and extension of subscription services for four (4) licenses for a two (2) year period

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.

The contract with Accela Inc went into place in 2020. Since then, departments and staff have increased usage of the program, additional seats are necessary for access to the Permitting Software.

Strategic Impact

Customer Service

Select one of the six strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

Expanding access to the Permitting Software will provide better customer service. Stormwater Management would like to expand the access to include our drainage investigation staff which will allow for more faster and more comprehensive analysis of localized flooding issues by getting access to the on-line/real time permit database through this software.

Source Selection/Vetting Information - Describe method used to select source.

Accela was selected through a public RFP process in accordance with the Local Government Professional Services Selection Act (50-ILCS 10) and the DuPage County Procurement Ordinance.

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

1. Add the additional seats requested for real time access for stormwater and extend subscriptions for B&X and PW.
2. Do not add seats/extend subscriptions. This will delay access to real time data & permit reviews.

Fiscal Impact/Cost Summary - Include projected cost for each fiscal year, approved budget amount and account number, source of funds, and any future funding requirements along with any narrative.

FY23 1600-3000-53806 \$10,445.48 FY24 1600-3000-53806 \$10,675.28
FY23 1100-2810-53806 \$7,834.11 FY24 1100-2810-53806 \$8,006.46
FY23 2000-2665-53806 \$2,611.37 FY24 2000-2665-53806 \$2,668.82



Stormwater Management Resolution

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

File #: SM-R-0066-23

Agenda Date: 6/6/2023

Agenda #: 9.C.

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF GLENDALE HEIGHTS
FOR THE ARMITAGE CREEK STREAM IMPROVEMENTS-
REACH 13 AND 14 PROJECT

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

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

WHEREAS, the VILLAGE has developed a conceptual design for a stream restoration project along Armitage Creek in Glendale Heights (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Armitage Creek, a tributary to the East Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed eighty-two thousand five hundred eighty-five dollars (\$82,585); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed eighty-two thousand five hundred eighty-five dollars (\$82,585) per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the DISTRICT is hereby accepted and approved in an amount not to exceed eighty-two thousand five hundred eighty-five dollars (\$82,585); 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 Village of Glendale Heights, 1615 Glen Ellyn Drive, Glendale Heights, IL 60139; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 13 day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1803	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$82,585.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/06/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$82,585.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Village of Glendale Heights	VENDOR #: 10228	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Rachael Kaplan	VENDOR CONTACT PHONE: (630) 909-5150	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: rachael_kaplan@glendaleheights.org	VENDOR WEBSITE: https://www.glendaleheights.org/	DEPT REQ #: 1600-2320	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the restoration of Armitage Creek along Reaches 13 and 14. The improvements includes 1510 linear feet of streambank stabilization, approximately 3.2 acres of riparian buffer restoration, removal of non-native and invasive woody and herbaceous vegetation, planting native seed, trees, and shrubs, and installation of educational signage.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Armitage Creek Stream Improvements- Reaches 13 and 14 Project has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

SECTION 3: DECISION MEMO

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact.
SOURCE SELECTION	Describe method used to select source.
RECOMMENDATION AND TWO ALTERNATIVES	Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request, including status quo, (i.e., take no action).

SECTION 4: SOLE SOURCE MEMO/JUSTIFICATION

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

SECTION 5: Purchase Requisition Information

<i>Send Purchase Order To:</i>		<i>Send Invoices To:</i>	
Vendor: Village of Glendale Heights	Vendor#: 10228	Dept: Stormwater Management	Division:
Attn: Rachael Kaplan	Email: rachael_kaplan@glendaleheights.org	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 1615 Glen Ellyn Drive	City: Glendale Heights	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60139	State: IL	Zip: 60187
Phone: (630) 909-5150	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Village of Glendale Heights	Vendor#: 10228	Dept: Stormwater Management	Division:
Attn: Rachael Kaplan	Email: rachael_kaplan@glendaleheights.org	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 1615 Glen Ellyn Drive	City: Glendale Heights	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60139	State: IL	Zip: 60187
Phone: (630) 909-5150	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): June 13, 2023	Contract End Date (PO25): Nov 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

Purchase Requisition Line Details											
LN	Qty	UOM	Item Detail (Product #)	Description	FY	Company	AU	Acct Code	Sub-Accts/ Activity Code	Unit Price	Extension
1	1	EA		Village of Glendale Heights Armitage Creek Stream Improvements Reaches 13 & 14 Project	FY24	1600	3000	53830		82,585.00	82,585.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 82,585.00

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.

The following documents have been attached: ☐ W-9 ☐ Vendor Ethics Disclosure Statement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DUPAGE,
ILLINOIS AND THE VILLAGE GLENDALE HEIGHTS FOR THE ARMITAGE CREEK
STREAM IMPROVEMENTS- REACHES 13 AND 14 PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13th day of June 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and VILLAGE OF GLENDALE HEIGHTS, a body politic and corporate, with offices at 300 Civic Center Plaza, Glendale Heights, Illinois 60139 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

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

WHEREAS, the VILLAGE has developed a conceptual design for a stream restoration project along Armitage Creek in Glendale Heights (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in Armitage Creek, a tributary to the East Branch DuPage River; and

WHEREAS, the VILLAGE has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed eighty-two thousand five hundred eighty-five dollars (\$82,585); and

WHEREAS, the VILLAGE shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the County for qualified expenses not to exceed eighty-two thousand five hundred eighty-five dollars (\$82,585) per this AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the restoration of Armitage Creek along Reaches 13 and 14. The improvements includes 1510 linear feet of streambank stabilization, approximately 3.2 acres of riparian buffer restoration, removal of non-native and invasive woody and herbaceous vegetation, planting native seed, trees, and shrubs, and installation of educational signage. The goal of the VILLAGE is to reduce pollutant loadings associated with urban runoff into the Armitage Creek and the East Branch DuPage River watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the application packet (Armitage Creek Stream Improvements- Reaches 13 and 14), as prepared by the Christopher B. Burke Engineering and submitted December 12, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be eight hundred twenty-five thousand eight hundred forty-five dollars (\$825,845). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF GLENDALE HEIGHTS

\$743,260

COUNTY OF DUPAGE	\$82,585
TOTAL	\$825,845

- 3.2 The VILLAGE shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs in writing before they are incurred.

- 3.3 This AGREEMENT shall in no way obligate the VILLAGE to undertake this PROJECT if the VILLAGE in its sole discretion determines that it is no longer in the VILLAGE’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by November 30, 2024, the VILLAGE shall promptly reimburse the COUNTY any monies paid by the COUNTY to the VILLAGE pursuant to this AGREEMENT. The VILLAGE’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the VILLAGE’S timely and satisfactory completion of the PROJECT.

- 3.4 The VILLAGE may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the VILLAGE in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the VILLAGE’S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 VILLAGE’S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The VILLAGE shall select, and contract with, all vendors providing professional services for the PROJECT.

- 4.2 The VILLAGE shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.

- 4.3 The VILLAGE shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.

- 4.4 The VILLAGE shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY’S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

- 4.5 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The VILLAGE shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The VILLAGE may enter into additional agreements to secure its portion of the local PROJECT costs.
- 4.8 The VILLAGE shall submit no more than one invoice per month to the COUNTY during the construction of the PROJECT. Under no circumstances should the COUNTY be invoiced for more than eighty-two thousand five hundred eighty-five dollars (\$82,585). The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The VILLAGE shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the VILLAGE in the amounts herein agreed upon, nor shall this provision affect the VILLAGE'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The VILLAGE and VILLAGE'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The VILLAGE shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the VILLAGE'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality Improvement Program. The COUNTY shall promptly provide the VILLAGE with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:
 - 5.2.1 The COUNTY shall reimburse the VILLAGE for approved costs associated with the PROJECT which have been incurred and paid for by the VILLAGE, as specified in Paragraph 3.1.
 - 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed eighty-two thousand five hundred eighty-five dollars (\$82,585).
 - 5.2.3 In the event PROJECT costs total less than eight hundred twenty-five thousand eight hundred forty-five dollars (\$825,845), the COUNTY'S total reimbursement amount shall not be more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the VILLAGE.
 - 5.2.4 The COUNTY shall not be obligated to pay invoices received after November 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the VILLAGE reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

- 7.1 The VILLAGE shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the VILLAGE 'S performance under this AGREEMENT to the fullest extent the VILLAGE is so authorized under the law; provided, however, that the VILLAGE shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.
- 7.2 The VILLAGE shall require each consultant and contractor responsible for the construction of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the VILLAGE shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 November 30, 2024, or to a new date agreed upon by the parties.

9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before November 30, 2024.

10.0 ENTIRE AGREEMENT.

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

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

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

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Rachael Kaplan
Director of Public Works
Village of Glendale Heights
1615 Glen Ellyn Drive
Glendale Heights, IL 60139

Mary Beth Falsey
Water Quality Supervisor
DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

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

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

COUNTY OF DUPAGE

VILLAGE OF GLENDALE HEIGHTS

Deborah A. Conroy,
Chair

Chodri Ma Khokhar
Village President

ATTEST:

ATTEST:

Jean Kaczmarek,
County Clerk

Marie Schmidt
Village Clerk



Stormwater Management Resolution

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

File #: SM-R-0067-23

Agenda Date: 6/6/2023

Agenda #: 9.D.

AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND LAKE HINSDALE VILLAGE HOMEOWNERS' ASSOCIATION FOR THE LAKE BANK RESTORATION PROJECT

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

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

WHEREAS, the ASSOCIATION is proposing a lake bank restoration project for the Lake Hinsdale Village property (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the ASSOCIATION have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in the Flagg Creek Watershed; and

WHEREAS, the ASSOCIATION has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed three thousand five hundred forty dollars (\$3,540); and

WHEREAS, the ASSOCIATION shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the COUNTY for qualified expenses not to exceed three thousand five hundred forty dollars (\$3,540) per this AGREEMENT; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the DISTRICT is hereby accepted and approved in an amount not to exceed three thousand five hundred forty dollars (\$3,540); 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 Lake Hinsdale Village Homeowners' Association, 1 Clubhouse Drive, Willowbrook, IL 60527; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 13 day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK



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

SECTION 1: DESCRIPTION

General Tracking		Contract Terms	
FILE ID#: 23-1804	RFP, BID, QUOTE OR RENEWAL #:	INITIAL TERM WITH RENEWALS: OTHER	INITIAL TERM TOTAL COST: \$3,540.00
COMMITTEE: STORMWATER	TARGET COMMITTEE DATE: 06/06/2023	PROMPT FOR RENEWAL:	CONTRACT TOTAL COST WITH ALL RENEWALS:
	CURRENT TERM TOTAL COST: \$3,540.00	MAX LENGTH WITH ALL RENEWALS:	CURRENT TERM PERIOD: INITIAL TERM
Vendor Information		Department Information	
VENDOR: Lake Hinsdale Village Homeowner's Association	VENDOR #:	DEPT: Stormwater Management	DEPT CONTACT NAME: Mary Beth Falsey
VENDOR CONTACT: Susan Rainey	VENDOR CONTACT PHONE: (630) 655-0992	DEPT CONTACT PHONE #: 630-407-6680	DEPT CONTACT EMAIL: marybeth.falsey@dupageco.org
VENDOR CONTACT EMAIL: Susan.Rainey@fsresidential.com	VENDOR WEBSITE:	DEPT REQ #: 1600-2319	
Overview			
DESCRIPTION Identify scope of work, item(s) being purchased, total cost and type of procurement (i.e., lowest bid, RFP, renewal, sole source, etc.). The project involves the repair and restoration of approximately 320 feet of lake bank and shoreline to improve water quality. The improvements include clearing overgrown shrubs and small trees dominating the slope, seeding with native vegetation, and installation of erosion control blanket.			
JUSTIFICATION Summarize why this procurement is necessary and what objectives will be accomplished Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Lake Bank Restoration Project has been selected for funding for the FY 2023 Water Quality Improvement Program grant.			

SECTION 2: DECISION MEMO REQUIREMENTS

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

STRATEGIC IMPACT	Select an item from the following dropdown menu of County's strategic priorities that this action will most impact. QUALITY OF LIFE
SOURCE SELECTION	Describe method used to select source. Competitive grant project ranking and selection
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). 1. Approve contract with the Lake Hinsdale Village Homeowner's Association 2. Do not approve the contract extension with Lake Hinsdale Village Homeowner's Association. Not recommended as the project has been approved by the Committee for funding under the WQIP Grant program for its recognized benefits to water quality in a DuPage County waterway.

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: Lake Hinsdale Village Homeowner's Association	Vendor#:	Dept: Stormwater Management	Division:
Attn: Susan Rainey	Email: Susan.Rainey@fsresidential.com	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 1 Clubhouse Drive	City: Willowbrook	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60527	State: IL	Zip: 60187
Phone: (630) 655-0992	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
<i>Send Payments To:</i>		<i>Ship to:</i>	
Vendor: Lake Hinsdale Village Homeowner's Association	Vendor#:	Dept: Stormwater Management	Division:
Attn: Susan Rainey	Email: Susan.Rainey@fsresidential.com	Attn: Mary Beth Falsey	Email: marybeth.falsey@dupageco.org
Address: 1 Clubhouse Drive	City: Willowbrook	Address: 421 N. County Farm Rd.	City: Wheaton
State: IL	Zip: 60527	State: IL	Zip: 60187
Phone: (630) 655-0992	Fax:	Phone: 630-407-6680	Fax: 630-407-6701
Shipping		Contract Dates	
Payment Terms: PER 50 ILCS 505/1	FOB: Destination	Contract Start Date (PO25): June 13, 2023	Contract End Date (PO25): Jun 30, 2024
Contract Administrator (PO25): Alicia Favela Perez			

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		Lake Hinsdale Village Homeowner's Association Lake Bank Restoration Project	FY23	1600	3000	53830		3,540.00	3,540.00
<i>FY is required, assure the correct FY is selected.</i>										Requisition Total	\$ 3,540.00

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.

The following documents have been attached: ☒ W-9 ☐ Vendor Ethics Disclosure Statement

**AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS AND LAKE HINSDALE
VILLAGE HOMEOWNERS' ASSOCIATION FOR THE LAKE BANK RESTORATION
PROJECT**

This AGREEMENT is made this 6th day of June 2023 between the County of DuPage, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Lake Hinsdale Village Homeowners' Association, an Illinois not-for-profit corporation, with offices at 1 Clubhouse Drive, Willowbrook, IL 60527 (hereinafter referred to as the ASSOCIATION).

R E C I T A L S

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

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

WHEREAS, the ASSOCIATION is proposing a lake bank restoration project for the Lake Hinsdale Village property (herein referred to as the "PROJECT"); and

WHEREAS, the COUNTY and the ASSOCIATION have determined that the construction of the PROJECT will benefit local citizens by improving the water quality in the Flagg Creek Watershed; and

WHEREAS, the ASSOCIATION has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY'S Water Quality Improvement Program in an amount not to exceed three thousand five hundred forty dollars (\$3,540); and

WHEREAS, the ASSOCIATION shall pay PROJECT expenses to the contractors as they become due and will be reimbursed by the COUNTY for qualified expenses not to exceed three thousand five hundred forty dollars (\$3,540) per this AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

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

2.0 PROJECT DESCRIPTION.

- 2.1 The PROJECT involves the repairing and restoring of approximately 320 feet of lake bank and shoreline to improve water quality. The improvements include clearing overgrown shrubs and small trees dominating the slope, seeding with native vegetation, and installation of erosion control blanket. The goal of the ASSOCIATION is to deflect direct impervious surface runoff, as well as to decrease silt and sludge buildup, nutrient overload of phosphorous, nitrogen, and bacteria, as well as algae into the Flagg Creek watershed.
- 2.2 The PROJECT shall be developed essentially in accord with the application packet (Toward a Healthy Lake & Positive Global Impact-Building 201 Lake Bank Restoration), as submitted by Lake Hinsdale Village on December 17, 2022, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total water quality related PROJECT costs are estimated to be fourteen thousand one hundred sixty dollars (\$14,160). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

LAKE HINSDALE VILLAGE HOA	75%	\$10,620
COUNTY OF DUPAGE	25%	\$ 3,540
TOTAL	100.0%	\$14,160

- 3.2 The ASSOCIATION shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the ASSOCIATION and COUNTY agree to apportion such extra costs in writing before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the ASSOCIATION to undertake this PROJECT if the ASSOCIATION in its sole discretion determines that it is no longer in the ASSOCIATION'S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed by June 30,

2024, the ASSOCIATION shall promptly reimburse the COUNTY any monies paid by the COUNTY to the ASSOCIATION pursuant to this AGREEMENT. The ASSOCIATION'S right to retain the COUNTY'S reimbursement of PROJECT costs is expressly conditioned upon the ASSOCIATION'S timely and satisfactory completion of the PROJECT.

- 3.4 The ASSOCIATION may only seek COUNTY reimbursement for allowable PROJECT expenses. Allowable PROJECT expenses incurred and paid by the ASSOCIATION in relation to the PROJECT shall include third-party professional services related to the construction of the PROJECT (construction management, etc.), construction (labor and materials), bid advertising, etc. Notwithstanding the foregoing, allowable expenses shall not include the ASSOCIATION'S administrative costs, overhead, payroll, land acquisition, legal or accounting services.

4.0 ASSOCIATION'S RESPONSIBILITIES.

- 4.1 The ASSOCIATION shall be responsible for the preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids. The ASSOCIATION shall select, and contract with, all vendors providing professional services for the PROJECT.
- 4.2 The ASSOCIATION shall be responsible for successful completion of all phases of the PROJECT, from design and construction through maintenance.
- 4.3 The ASSOCIATION shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
- 4.4 The ASSOCIATION shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.
- 4.5 The ASSOCIATION shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.6 The ASSOCIATION shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.
- 4.7 The ASSOCIATION may enter into additional agreements to secure its portion of the local PROJECT costs.

- 4.8 The ASSOCIATION shall submit no more than one invoice per month to the COUNTY during the construction phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than twenty-five percent (25%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.
- 4.9 The ASSOCIATION shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the ASSOCIATION in the amounts herein agreed upon, nor shall this provision affect the ASSOCIATION'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.
- 4.10 The ASSOCIATION shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY.
- 4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The ASSOCIATION and ASSOCIATION'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The ASSOCIATION shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the ASSOCIATION shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the ASSOCIATION beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY'S role in conducting any review or granting any consent or approval relates solely to the PROJECT'S eligibility under the COUNTY'S Water Quality Improvement Program.
- 4.12 The ASSOCIATION must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The COUNTY shall reserve the right to review the PROJECT'S plans and specifications, prior to the ASSOCIATION'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY'S Water Quality

Improvement Program. The COUNTY shall promptly provide the ASSOCIATION with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

5.2 The COUNTY shall cost share in the PROJECT as follows:

- 5.2.1 The COUNTY shall reimburse the ASSOCIATION for approved costs associated with the PROJECT at a fixed proportion of twenty- five percent (25%) of the PROJECT costs, which have been incurred and paid for by the ASSOCIATION, as specified in Paragraph 3.1.
- 5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed three thousand five hundred forty dollars (\$3,540).
- 5.2.3 In the event PROJECT costs total less than fourteen thousand one hundred sixty dollars (\$14,160), the COUNTY'S total reimbursement amount shall be not more than twenty-five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the ASSOCIATION.
- 5.2.4 The COUNTY shall not be obligated to pay invoices received after June 30, 2024, regardless of when the work was completed and notwithstanding that the COUNTY'S contribution limit has not been reached.

5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the ASSOCIATION reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The ASSOCIATION 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 ASSOCIATION shall indemnify, hold harmless and defend the COUNTY and any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including

reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the ASSOCIATION'S performance under this AGREEMENT to the fullest extent the ASSOCIATION is so authorized under the law; provided, however, that the ASSOCIATION 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 ASSOCIATION shall require each consultant and contractor responsible for the construction of the PROJECT to name the ASSOCIATION and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the ASSOCIATION shall require that its consultants and contractors indemnify, defend and hold harmless the ASSOCIATION and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and/or contractor.
- 7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove the ASSOCIATION'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 ASSOCIATION or its consultants, contractors or agents. The ASSOCIATION'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:

9.1.1 June 30, 2024 or to a new date agreed upon by the parties.

9.1.2 The completion by the ASSOCIATION and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2024.

10.0 ENTIRE AGREEMENT.

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

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

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

10.4 In the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.

12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

13.1 Any required notice shall be sent to the following addresses and parties:

Sue Rainey
Property Manager
Lake Hinsdale Village
1 Clubhouse Drive
Willowbrook, Illinois
60527

Candace Sparks
Regional Director
Lake Hinsdale Village
1 Clubhouse Drive
Willowbrook, Illinois
60527

Mary Beth Falsey
Water Quality Supervisor
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

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

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

COUNTY OF DUPAGE


LAKE HINSDALE VILLAGE
HOMEOWNERS ASSOCIATION



Ace Boydston
President

5/4/23

ATTEST:


Courtney Suffredin,
Administrative Assistant

ATTEST:





Stormwater Management Resolution

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

File #: SM-R-0068-23

Agenda Date: 6/6/2023

Agenda #: 9.E.

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND THE VILLAGE OF VILLA PARK FOR THE LUFKIN PARK POND BASIN PROJECT

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

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

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a portion of the funds dedicated to Stormwater Infrastructure are to be used to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the expansion of the Lufkin Pond in Villa Park was a recommended project in the adopted Sugar Creek Watershed Plan; and

WHEREAS, the VILLAGE and COUNTY have agreed in concept that the “LUFKIN PARK POND BASIN PROJECT” meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the COUNTY shall pay all PROJECT expenses including planning, design, and construction expenses per this AGREEMENT; and

WHEREAS, the VILLAGE has agreed to allow the COUNTY and their contractors and staff to have full access to Lufkin Park until the project is substantially complete; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and the Village of Villa Park 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, by and through the Stormwater Management Department, to the Village of Villa Park, 20 S. Ardmore Avenue, Villa Park, IL 60181; and Nicholas Alfonso/State's Attorney's Office.

Enacted and approved this 13 day of June, 2023 at Wheaton, Illinois.

DEBORAH A. CONROY, CHAIR
DU PAGE COUNTY BOARD

Attest: _____

JEAN KACZMAREK, COUNTY CLERK

INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND THE VILLAGE OF VILLA PARK FOR THE LUFKIN PARK POND BASIN PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 13 day of June 2023 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the VILLAGE OF VILLA PARK, a body politic and corporate, with offices at 20 S. Ardmore Avenue, Villa Park, IL 60181 (hereinafter referred to as the VILLAGE).

R E C I T A L S

WHEREAS, the VILLAGE and the COUNTY are public agencies within the meaning of the Illinois “Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purposes of the “Intergovernmental Cooperation Act” and Article 7 of the Constitution of the State of Illinois include fostering cooperation among government bodies; and

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

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

WHEREAS, the COUNTY has been awarded \$179,266,585 in funding through the American Rescue Plan Act (ARPA); and

WHEREAS, ARPA permits the use of ARPA funds for stormwater infrastructure projects; and

WHEREAS, the COUNTY Board has allocated a portion of its ARPA funds be dedicated towards qualifying stormwater infrastructure projects; and

WHEREAS, the Stormwater Management Planning Committee and the DuPage County Board have approved a portion of the funds dedicated to Stormwater Infrastructure are to be used

to fund program specific shovel-ready projects that demonstrate flood protection and resilience measures; and

WHEREAS, the DuPage County Board adopted the Sugar Creek Watershed Plan on September 11, 2018; and

WHEREAS, the expansion of the Lufkin Pond in Villa Park was a recommended project in the adopted Sugar Creek Watershed Plan; and

WHEREAS, the VILLAGE and COUNTY have agreed in concept that the “LUFKIN PARK POND BASIN PROJECT” meets the criteria as a project that qualifies as an ARPA Stormwater Infrastructure Project (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE have determined that the implementation of the PROJECT will benefit local citizens with flood protection, water quality and/or resilience measures; and

WHEREAS, the COUNTY shall pay all PROJECT expenses including planning, design, and construction expenses per this AGREEMENT; and

WHEREAS, the VILLAGE has agreed to allow the COUNTY and their contractors and staff to have full access to Lufkin Park until the project is substantially complete; and

NOW, THEREFORE, in consideration of the promises, 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 the regrading and expansion of an existing stormwater basin located in the southern half of the area known as Lufkin Park within the limits of the Village of Villa Park.
- 2.2 The PROJECT shall be developed essentially in accord with the engineering report and engineering plans prepared by V3 Companies with a latest revision date of June, 2023, which document is incorporated herein by reference but is not attached hereto due to space limitations.

3.0 FUNDING.

- 3.1 The total construction related PROJECT costs are estimated to be one million two hundred forty-three thousand, six hundred and twenty dollars (\$1,243,620). The anticipated cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:

VILLAGE OF VILLA PARK	\$0
COUNTY OF DUPAGE	\$1,243,620
TOTAL	\$1,243,620

- 3.2 The COUNTY shall be responsible for bearing any cost overruns or expenses in excess of the funding listed in Paragraph 3.1, regardless of the cause, unless the VILLAGE and COUNTY agree to apportion such extra costs (through an amendment consistent with Paragraph 8.1) before they are incurred.
- 3.3 This AGREEMENT shall in no way obligate the COUNTY to undertake this PROJECT if the COUNTY in its sole discretion determines that it is no longer in the COUNTY's best interest to proceed with this PROJECT.
- 3.4 As this Agreement utilizes ARPA funds, the COUNTY is aware that time is of the essence in notifications as to whether the COUNTY will proceed with this project to substantial completion not later than September 30, 2024.

4.0 VILLAGE'S RESPONSIBILITIES.

- 4.1 The VILLAGE shall be responsible for allowing access to the property commonly known as Lufkin Park to the COUNTY and their contractors in order to carry out and complete the PROJECT.
- 4.2 The VILLAGE shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.
- 4.3 The VILLAGE shall not be reimbursed by the COUNTY for any work undertaken related to the PROJECT prior to the signing of this AGREEMENT.

- 4.4 The VILLAGE shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.).
- 4.5 The VILLAGE shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The COUNTY and COUNTY'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The COUNTY shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the VILLAGE shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new burden or liability for the VILLAGE beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the VILLAGE from such liabilities in this PROJECT.
- 4.6 The VILLAGE must acknowledge the COUNTY using logo(s) and wording provided by the COUNTY in permanent onsite signage (if applicable) and other promotion of the PROJECT including, but not limited to, printed materials, press releases and presentations.
- 4.7 Long-term maintenance of all storm structures, storm sewers, and pond grading shall be the responsibility of the VILLAGE. In addition, long-term maintenance of all pond wetland plugs, native vegetation, and turf grass surrounding the pond shall be the responsibility of the VILLAGE at the end of the 3-year vegetation maintenance and monitoring period.

5.0 COUNTY'S RESPONSIBILITIES.

- 5.1 The VILLAGE shall reserve the right to review the PROJECT plans and specifications, prior to the COUNTY'S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto ("CONTRACT DOCUMENTS"), for the purpose of verifying that PROJECT components meet all VILLAGE requirements.
- 5.2 The COUNTY shall cost share in the PROJECT as follows:

The COUNTY shall pay 100% of the cost of the PROJECT including all approved design and construction costs associated with the PROJECT.
- 5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT.
- 5.4 The COUNTY shall be responsible for securing all local, county, state, and federal permits necessary for the completion of the PROJECT.
- 5.5 The preparation of the plans, specifications, and bid documents for the PROJECT, together with the advertisement and award of all PROJECT-related public bids, shall be the sole responsibility of the COUNTY. The COUNTY shall select, and contract with, all vendors providing professional services for the PROJECT.
- 5.6 The COUNTY shall be responsible for successful completion of all phases of the PROJECT, from design and construction through the 3 year Maintenance and Monitoring period for the vegetation.

6.0 GOVERNMENT REGULATIONS.

- 6.1 The COUNTY shall comply with all local, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to the PROJECT.
- 6.2 The VILLAGE understands and agrees that ARPA funds are subject to audit and potential recoupment by the Federal Government of the United States of America. The VILLAGE agrees to assist the COUNTY in responding to any audits of the ARPA funds used for the project.

7.0 INDEMNIFICATION.

- 7.1 The COUNTY shall indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the 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 VILLAGE for any negligent or intentional wrongful misconduct or omissions by VILLAGE officials, employees, agents, contractors or personnel.
- 7.2 The COUNTY shall specifically indemnify, hold harmless and defend the VILLAGE or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with the use of ARPA funds for this project, including, but not limited to audits, recoupment of the ARPA funds used for this project, or fines and penalties assessed related to using ARPA funds for this project.
- 7.3 The COUNTY shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the VILLAGE and COUNTY as an additional insured party on said vendor's liability insurance policy. Further, the COUNTY shall require that its consultants and contractors indemnify, defend and hold harmless the VILLAGE and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.
- 7.4 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 paragraph or paragraphs 7.1, 7.2 or 7.3 is to be the State's Attorney, in accord with the applicable law. The COUNTY'S participation in its defense shall not remove VILLAGE'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above. Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the VILLAGE or its consultants, contractors or agents. The VILLAGE'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

- 8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.
- 8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

- 9.1 The term of this AGREEMENT shall begin on the date the AGREEMENT is fully executed, and shall continue in full force and effect until the earlier of the following occurs:
 - 9.1.1 December 30, 2024, or to a new date agreed upon by the parties.
 - 9.1.2 The completion by the VILLAGE and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December 30, 2024.

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 the event of a conflict between the terms or conditions of this AGREEMENT and any term or condition found in any exhibit or attachment, the terms and conditions of this AGREEMENT shall prevail.

11.0 SEVERABILITY.

- 11.1 In the event any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.

12.0 GOVERNING LAW.

- 12.1 The laws of the State of Illinois shall govern this AGREEMENT as to both interpretation and performance.
- 12.2 The venue for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the judicial circuit court for DuPage County.

13.0 NOTICES.

- 13.1 Any required notice shall be sent to the following addresses and parties:

Michael Guerra
Director of Public Works
Village of Villa Park
20 S. Ardmore Avenue
Villa Park, IL 60181

DuPage County State's
Attorney's Office
ATTN: Civil Bureau
503 N. County Farm Rd.
Wheaton, Illinois 60187

Sarah Hunn
Director
DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

- 14.1 The parties agree that the waiver of, or failure to enforce, any breach of this AGREEMENT by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this AGREEMENT. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this AGREEMENT with respect to a different breach.

15.0 NO WAIVER OF TORT IMMUNITIES

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

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

COUNTY OF DUPAGE

VILLAGE OF VILLA PARK

Deborah A. Conroy,
Chair
DuPage County Board

ATTEST:

Jean Kaczmarek,
County Clerk

Nick Cuzzone,
Village President

ATTEST:

Hosanna Korynecky,
Village Clerk