1. CALL TO ORDER

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

2. ROLL CALL

PRESENT:  Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT:  Fichtner, Tully

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

Kay McKeen with SCARCE gave the Committee an update on Teacher's Institute Day. The 12th Annual Sustainable Design Challenge will be held in April.

4. CHAIRMAN'S REPORT

Chair Zay thanked Stormwater Staff for all their efforts during the recent flood event.

5. APPROVAL OF MINUTES

A. Stormwater Management Committee - Planning Committee - Feb 6, 2018 7:30 AM

RESULT:  ACCEPTED [UNANIMOUS]
MOVER:  Sean T Noonan, District 2
SECONDER:  Nunzio Pulice, Wood Dale Mayor (1)
AYES:  Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT:  Fichtner, Tully

6. CLAIMS REPORTS

A. Payment of Claims -- Schedule of Claims - February
RESULT: APPROVED [UNANIMOUS]
MOVER: David Brummel, Warrenville Mayor (6)
SECONDER: Amy L Grant, District 4
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

7. STAFF REPORTS
The Motion was to combine and place on file.

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

A. Staff Reports -- DuPage County Stormwater Management February E-Newsletter

B. Staff Reports -- Floodplain Mapping Report

C. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project

D. Staff Reports -- DuPage County Stormwater Management Upcoming Events

E. Staff Reports -- Crest Rd. and Dale Rd. Basin Overviews

F. Staff Reports -- DuPage County Stormwater Management Water Quality Flag Update

G. Staff Reports -- DuPage County Stormwater Management 2017 Annual Report

H. Staff Reports -- Elmhurst Quarry Television Special to Air in March

I. Staff Reports -- 2018 Land Management Update

J. Staff Reports -- 2018 Outfall Monitoring Update

K. Staff Reports -- Flood Event Feb 2018 Update

L. Staff Reports -- Sustainable Design Challenge Project Submittal Period Open

M. Staff Reports -- Filming at Elmhurst Quarry

8. ACTION ITEMS
A. Action Item -- Action Required: Vote on Vice Chair of the Stormwater Management Planning Committee

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Janice Anderson, District 5</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Chester Pojack, Glendale Heights Trustee (6)</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Fichtner, Tully</td>
</tr>
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B. Action Item -- Recommendation to Approval the 2018 Water Quality Improvement Project Rankings and Funding Recommendations

<table>
<thead>
<tr>
<th>RESULT:</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Sean T Noonan, District 2</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Greg Hart, District 3</td>
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<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Fichtner, Tully</td>
</tr>
</tbody>
</table>

C. SM-R-0089-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Roselle and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Salt Creek Watersheds

Motion by Member Grant, seconded by Member Anderson was to combine Agenda Items 8C, 8D, 8E, 8F and 8G. On a voice vote all members present voted aye. Motion carried.

Motion by Member Hart, seconded by Member Brummel to approve Agenda Items 8C, 8D, 8E, 8F and 8G. On a voice vote all members present voted aye. Motion carried.

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Janice Anderson, Greg Hart</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>David Brummel, Warrenville Mayor (6)</td>
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<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay</td>
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<tr>
<td>ABSENT:</td>
<td>Fichtner, Tully</td>
</tr>
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</table>

D. SM-R-0090-18 RESOLUTION -- Intergovernmental Agreement Between the City of Wood Dale and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek Watershed
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

E. SM-R-0091-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Wayne and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Fox River Watershed

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

F. SM-R-0092-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Villa Park and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek Watershed

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

G. SM-R-0093-18 RESOLUTION -- Intergovernmental Agreement Between the City of Darien and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Des Plaines River and East Branch DuPage River Watersheds

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully
H. SM-P-0065-18 Recommendation for approval of a contract purchase order to Azteca Systems LLC, for Professional Asset Management Software Services for Stormwater Management, for the period through December 31, 2018, for a contract total amount not to exceed $54,000.00. Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1022(a). Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1) (b).

RESULT: APPROVED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

I. SM-P-0066-18 Recommendation for the approval of a contract purchase order to Russo Power Equipment, for the purchase of one Toro Dingo TX1000 and one Erskine Mini Stump Grinder, for Stormwater Management, for a contract total amount not to exceed $28,652.00, other than lowest responsible Bid #18-032-LG

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

J. SM-P-0067-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of one (1) 2018 Ford Transit 250 van, for Stormwater Management, for a contract total amount not to exceed $27,759.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Fichtner, Tully

K. SM-P-0068-18 Recommendation for the approval of a contract purchase order to Currie Motors Frankfort, Inc., for the purchase of two (2) 2018 Ford Escape SE, for Stormwater Management, for a contract total amount not to exceed $42,790.00. Contract let pursuant to the Governmental Joint Purchasing Act [Northwest Municipal Conference]
RESULT:  APPROVED [UNANIMOUS]
MOVER:  David Brummel, Warrenville Mayor (6)
SECONDER:  Greg Hart, District 3
AYES:  Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT:  Fichtner, Tully

L. SM-P-0069-18  Recommendation for the approval of a contract purchase order to Conservation Land Stewardship LLC, to furnish all equipment, labor, material, tools and supervision necessary for the Vegetation Removal at the Elmhurst Quarry Flood Control Facility project, for Stormwater Management, for a contract total amount not to exceed $32,442.76, per lowest responsible Bid #18-027-JM

Director Charlton clarified the contingency clause in the contract.

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Nunzio Pulice, Wood Dale Mayor (1)
SECONDER:  Amy L Grant, District 4
AYES:  Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT:  Fichtner, Tully

M. SM-P-0070-18  Recommendation to approve an agreement between County of DuPage and V3 Companies, Ltd., to provide Professional Native Vegetation Management Services, for Stormwater Management, from 3/12/18 through 4/30/20, for a contract total amount not to exceed $140,000.00.  Other Professional Service not subject to competitive bidding per 55 ILCS 5/5-1002(a).  Vendor selected pursuant to DuPage County Code Section 2-300.4-108 (1)(b)

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Chester Pojack, Glendale Heights Trustee (6)
SECONDER:  Sean T Noonan, District 2
AYES:  Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT:  Fichtner, Tully
N. FM-P-0063-18 Recommendation for the approval of a contract purchase order to Graybar Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for Facilities Management, Public Works, Information Technology, Stormwater and the Division of Transportation, for the period April 1, 2018 through January 31, 2021, for a total contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater $24,000 and the Division of Transportation $45,000) Contract pursuit to the Intergovernmental Cooperation Act U.S. Communities Contract #EV-2370

<table>
<thead>
<tr>
<th>RESULT:</th>
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<tbody>
<tr>
<td>MOVER:</td>
<td>Greg Hart, District 3</td>
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<tr>
<td>SECONDER:</td>
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<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Fichtner, Tully</td>
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</tbody>
</table>

9. OLD BUSINESS

10. NEW BUSINESS

11. EXECUTIVE SESSION

12. ADJOURNMENT
Motion by Member Hart, seconded by Member Brummel to adjourn the meeting at 7:49 AM. On a voice vote all members present voted yes. Motion carried.
1. CALL TO ORDER

7:30 AM meeting was called to order by Chair James Zay at 7:35 AM.

2. ROLL CALL

PRESENT:  Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf (7:37 AM), Zay
ABSENT:  Coyne, Fichtner, Grant, Tully

Member Yusuf arrived at 7:37 AM.

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

There was no regular Public Comment.

Member Yusuf arrived at 7:37 AM.

A. Public Meeting - Regional Water Quality Program

MaryBeth Falsey, Wetlands Supervisor, announced Stormwater Management is holding a Public Meeting as a part of the departments IEPA issued ILR40 Permit. The most recent update required an annual Public Meeting in order for the public to provide input on our program. This is being held on behalf of DuPage County as well as several of the municipalities which have partnered with the us. Ms. Falsey gave a through overview of the Permit Update.

B. Discussion

MaryBeth Falsey opened the floor up for Public Comment on the Regional Water Quality Program.

Beverly Jaszczowski, representing SCARCE, announced SCARCE currently has 10 schools or public institutions working on the Water Quality Flag. She thanked Stormwater for all of the Water Quality Educational Programs available.

Bill Shields, Supt. of CCSD#93, mentioned all the Water Quality Grants the School District has been awarded thru the program, and how grateful the District is for this opportunity.
Jan Roehll, representing The Conservation Foundation, thanked Stormwater for the Watershed Programs they provide. She explained the extent of their Water Quality Programs.

Chair Zay thanked everyone for their enthusiasm for the Regional Water Quality Program and their input.

4. **CHAIRMAN'S REPORT**

A. **Jennifer Boyer's 20 Year Anniversary**

Chairman Zay and Director Charlton presented Environmental Project Coordinator Jennifer Boyer with an anniversary award for 20 years of dedicated service to DuPage County.

5. **APPROVAL OF MINUTES**

A. Stormwater Management Committee - Planning Committee - Jan 2, 2018 7:30 AM

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>ACCEPTED [UNANIMOUS]</th>
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</thead>
<tbody>
<tr>
<td>MOVER:</td>
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</tr>
<tr>
<td>ABSENT:</td>
<td>Coyne, Fichtner, Grant, Tully</td>
</tr>
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</table>

6. **CONSENT AGENDA**

The motion was to combine and approve.

<table>
<thead>
<tr>
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<tr>
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<td>SECONDER:</td>
<td>Janice Anderson, District 5</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Coyne, Fichtner, Grant, Tully</td>
</tr>
</tbody>
</table>

A. Consent Item -- Broadway Electric Inc. 2150-1 SERV Decrease and Close Contract

B. Consent Item -- Knight E/A Inc. 1770-1 SERV Decrease and Close Contract

7. **CLAIMS REPORTS**

A. Payment of Claims -- Schedule of Claims - January
RESULT: APPROVED [UNANIMOUS]  
MOVER: Chester Pojack, Glendale Heights Trustee (6)  
SECONDER: Greg Hart, District 3  
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Coyne, Fichtner, Grant, Tully

8. **BUDGET TRANSFERS**

A. Budget Transfers -- Approval of transfer of funds- $30,000.00 from 1600-3000-53010 (Engineering/Architectural Services) to 1600-3000-53090 (other Professional Services). This Budget adjustment needed to cover FY17 total cost, which included items to be reimbursed by grants.

RESULT: APPROVED [UNANIMOUS]  
MOVER: Sean T Noonan, District 2  
SECONDER: Asif Yusuf, Oak Brook Trustee (2)  
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Coyne, Fichtner, Grant, Tully

9. **STAFF REPORTS**

The motion was to combine and place on file.

RESULT: APPROVED [UNANIMOUS]  
MOVER: David Brummel, Warrenville Mayor (6)  
SECONDER: Chester Pojack, Glendale Heights Trustee (6)  
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay  
ABSENT: Coyne, Fichtner, Grant, Tully

A. Staff Reports -- DuPage County Stormwater Management January 2018 E-Newsletter Currents

B. Staff Reports -- Floodplain Mapping Update

C. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project

D. Staff Reports -- DuPage County Stormwater Management Upcoming Events

E. Staff Reports -- Meacham Grove Flood Control Facility

F. Staff Reports -- WQIP Grant 2018
G. Staff Reports -- CMAP ON TO 2050 Regional Flooding Strategy Paper

H. Staff Reports -- Decrease and Close Contracts under $10,000

10. ACTION ITEMS

A. SM-R-0059-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Glen Ellyn and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and East Branch DuPage River Watersheds

RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: Sean T Noonan, District 2
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Coyne, Fichtner, Grant, Tully

B. 2018-57 Recommendation for the approval of a contract purchase order to AECOM Technical Services, Inc., for Professional On-Call Stormwater Management Community Audit Services, for Stormwater Management, for the period 2-6-18 through 2-28-19, for a contract amount not to exceed $15,000.00 Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et.seq.

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Coyne, Fichtner, Grant, Tully

C. SM-P-0035-18 Recommendation for the approval of a contract purchase order to ComEd, for electric utility services, for various Stormwater Management facilities, for Stormwater Management, for the period of March 1, 2018 through March 1, 2019, for a total contract amount not to exceed $34,000.00; (Public Utility)

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Coyne, Fichtner, Grant, Tully
11. OLD BUSINESS
There was no Old Business.

12. NEW BUSINESS
There was no New Business.

13. ADJOURNMENT
Without objection the meeting was adjourned at 7:51 AM.
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<th>Amount</th>
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<td>IAFSM Annual Conference</td>
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<td>Sidwell</td>
<td>Implement Accella</td>
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<td>Registration for 5 employees</td>
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<td>A Block 10 wheel dump truck tipping</td>
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<td>Flagg Creek Water Reclamation water bill 459 Forest Trail</td>
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To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management February E-Newsletter
Date: February 26th, 2018
DuPage County Hosting Sustainable Design Challenge, April 17

DuPage County Stormwater Management (SWM) and SCARCE are now accepting project proposals from local high school students for the 12th annual Sustainable Design Challenge. Scheduled for April 17, the Challenge encourages students to construct building and landscape models using environmental and water-friendly design practices. In addition to inspiring students to explore careers in urban planning, architecture and engineering, it promotes environmental and stormwater education within Science, Technology, Engineering and Mathematics (STEM) curriculum in local high schools.

More Details

@lovebluedupage /lovebluedupage @lovebluedupage
SWM concluded its winter watershed workshop series in February. The goal of the workshops is to connect environmentally minded individuals and organizations in preserving local streams and rivers. This series of workshops held in each of DuPage County's main watersheds focused on detention basin retrofit projects, as well as how to fund them. The next round of workshops, which will be held in April and May, will focus on green infrastructure projects and funding. The dates for these workshops will be announced in March.

In partnership with SCARCE, SWM is encouraging schools to take the steps to earn a Water Quality Flag. Institutions can earn the flag by engaging in a series of educational trainings, hands-on activities and green practices. To date, 15 institutions, including schools, colleges and libraries, have earned the flag countywide with several currently working toward it.

SWM is hosting a series of free webcasts from the Center for Watershed Protection throughout the year. These "lunch and learns" will inform municipal staff and other interested parties on various stormwater management topics, with a focus on water quality. Webcast topics include bioretention (May 16), retrofitting (June 20) and stream restoration (October 10).

Both located in Darien, SWM's Crest Road and Dale Road basins offer flood protection within the Sawmill Creek Watershed. Gravity operated, these basins have a floodwater capacity of nearly 16 million gallons, protecting more than 100 structures in the watershed.
Flood Control Facility Corner (con’t)

SWM Operated All Flood Control Facilities in February

From February 19-21, DuPage County received up to 3.5 inches of rainfall. Combined with significant snowmelt and frozen ground, this rainfall raised stream elevations countywide, triggering operation of all of the County’s 16 flood control facilities. With a floodwater capacity of nearly 6 billion gallons, these facilities protect surrounding areas from riverine flooding. The five largest facilities are mechanically operated by staff, while the remaining are gravity operated. During the several day event, SWM staff monitored stream elevations, operated the facilities and provided forecast updates.

More Details

Upcoming Events

Stream & BMP Monitoring Webcast

*Wednesday, March 21, 2018, Noon - 1:30 P.M.*

SWM and the DuPage River Salt Creek Workgroup are hosting a Center for Watershed Protection Webcast focusing on best management practice (BMP) monitoring. It will focus on how some communities have responded to the increased need to document BMP performance and present case studies of monitoring results. The free webcast will be held at the Jeanine Nicarico Center (115 N. County Farm Rd., Wheaton).

More Details

Water Conservation Workshop & McDonald Farm Tour

*Sunday, March 25, 2018, 1:00 P.M. - 3:00 P.M.*

Let’s not leave our water supply to chance - rainwater is a precious resource! Come learn how to collect and keep it on your property with rain barrels and rain gardens at a free Water Conservation Workshop in the Clow Education Center at The Conservation Foundation’s McDonald Farm (10S404 Knoch Knolls Rd., Naperville). The event will also include a tour of the Farm. Pre-registration is appreciated.

More Details

Stormwater Management Planning Committee

Dan Cronin, DuPage County Board Chairman | James Zay, Committee Chairman

Janice Anderson
David Brummel
Kevin Coyne

Paul Fichtner
Amy Grant
Greg Hart

Sean Noonan
Chester Pojack
Nunzio Pulice

Martin Tully
Asif Yusuf

Packet Pg. 20
The Illinois State Water Survey, on behalf of the Federal Emergency Management Agency (FEMA), mailed the Appeal Start Letters to each community this past week for the Revised Preliminary Flood Insurance Rate Map project. The letter from FEMA details the appeals process. Included with the letters were copies of the notice being published in local newspapers, the notice of Proposed Flood Hazard Determinations as published in the Federal Register, the *Criteria for Appeals of Flood Insurance Rate Maps* document, and a “Scientific Resolution Panels” Fact Sheet. Local newspaper publications started on February 21, 2018, and will be run twice. The appeal period for each community will start on the date of their second newspaper publication and will run for 90 days.
To: Stormwater Management Committee
From: Jamie Lock, Project Engineer
Subject: Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project
Date: February 23rd, 2018

There are a total of three active construction projects in which Stormwater Management staff is currently involved. The progress of each project is described below.

**Flood Control Improvements at Graue Mill (Hinsdale, IL).** Phase 3B, the last phase of the project, was awarded to Rausch Infrastructure and commenced on October 3, 2017. Progress has been made on storm sewer installation, earthen berm construction, sheet pile flood wall construction, and asphalt placement. The contractor tried to mobilize the week of 2/12/18, but inclement weather prevented them from doing so. Mobilization is expected on 2/26/18, where the contractor is will continue with storm sewer and sheetpile flood wall installation. Based on a revised schedule recently submitted by the contractor, all improvements are expected to be constructed by May 31, 2018. Once the project is substantially complete, it will enter the management period. Phases 2B and 3A are in the management period for the next several years until the project meets the requirements of the permits obtained for each project.

**Spring Creek Reservoir Gate Replacement Project (Bloomingdale, IL).** There are no changes to the status of this project. The project was awarded to Kovilic Construction in April 2017 and will replace the existing gate at Spring Creek Reservoir that currently experiences continuous leakage requiring the dewatering pumps to run excessively. Additionally, the existing controls at the facility will be updated. The new gate and other components are currently in fabrication. The project is scheduled to break ground in the beginning of March, with an expected substantial completion date of June 30, 2018.

**Liberty Park Drainage Improvements Project (Westmont, IL).** There are no changes in the status of this project. Primarily located in unincorporated Westmont, this area experienced flooding during the April 2013 storm event. The project was awarded to Martam Construction and commenced on October 2, 2017. Several components of the project have been completed, including clearing, storm sewer installation, electrical work, grading to expand an existing detention basin, asphalt paving, and some restoration including seed and sod. The contractor is currently working on installation of the pump station components. The project is expected to reach substantial completion this spring.
There are also five projects that are in the vegetation maintenance and monitoring phase. The West Branch River Restoration & Hydraulic Improvements Project, West Branch Flood Control & Re-meander Project, Springbrook Creek Culvert Replacement Project, and Glenrise Avenue Culvert Replacement Project are being administered by the contractor and the Klein Creek Flood Mitigation Project is being overseen by Stormwater staff. All projects will be in this phase until signoff is received from the regulating agencies and contract requirements have been met.
To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management Upcoming Events
Date: February 26th, 2018
# Upcoming DuPage County Stormwater Management (SWM) Events

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Event</th>
<th>Host Organization</th>
<th>SWM Involvement</th>
<th>Location</th>
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<td></td>
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<tr>
<td>2</td>
<td>2-4pm</td>
<td>Green STEM Water Dynamics</td>
<td>SWMS/GARCE</td>
<td>Sponsor/Quarter Tour</td>
<td>Countywide</td>
<td>More Info</td>
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<td>2</td>
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<td>Green STEM Energy Conservation &amp; Green Building</td>
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<td>14</td>
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<td>Maxine Gos Elementary School STEM Night</td>
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<td>14</td>
<td>11am</td>
<td>2018 AFSM Annual Conference</td>
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<td>21</td>
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<td>Stream &amp; BMP Monitoring Webcast</td>
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<td>Host</td>
<td>Avenue Nichols Center (115 N. County Farm Rd., Wheaton)</td>
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<td>25</td>
<td>5-7pm</td>
<td>Water Conservation Workshop &amp; McDonald Farm Tour</td>
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<td>Sponsor</td>
<td>McDonald Farms (65404 Knoch Knolls Rd., Naperville)</td>
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<td>3</td>
<td>1-3pm</td>
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<td>SWM</td>
<td>Host/Quarter Tour</td>
<td>Elmhurst-Quincy</td>
<td>More Info</td>
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<td>4</td>
<td>1-3pm</td>
<td>DuPage Acres South H.S. Quarter Tour</td>
<td>SWM</td>
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<td>Elmhurst-Quincy</td>
<td>More Info</td>
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<td>17</td>
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<td>2018 Sustainable Design Challenge</td>
<td>SWMS/GARCE</td>
<td>Sponsor/Host</td>
<td>DuPage Administrative Building (421 N. County Farm Rd., Wheaton)</td>
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<td>21</td>
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<td>Naperville Park District Earth Day Fair</td>
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<td>COD STEM-CON</td>
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<td>Exhibit</td>
<td>College of DuPage (4200 W. Fifth Ave., Glen Ellyn)</td>
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<td>DuPage River Sweep</td>
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To: Stormwater Management Committee
From: Christopher Vonnahme, Sr Project Engineer
Subject: Crest Rd. and Dale Rd. Basin Overviews
Date: February 26th, 2018

The Crest Road and Dale Road Basins are located within the vicinity of the Marion Hills subdivision within the Sawmill Creek watershed in the City of Darien. The Sawmill Creek watershed is approximately 12.5 square miles in size in the southeastern corner of DuPage County and includes the Cities of Darien, Willowbrook and Burr Ridge. It contains more than nineteen miles of major drainageways. The northern portion of the watershed is developed in residential and light commercial uses, the southern portion is largely undeveloped and includes the Waterfall Glen Forest Preserve and the Argonne National Laboratory. Sawmill Creek is a tributary to the Des Plaines River. Historical flood damage includes residential flooding in the Marion Hills area and scattered flooding throughout the watershed. These damages are caused by frequent overtopping of Sawmill Creek due to poor conveyance and the lack of storage.

The Crest Road and Dale Road Basins were identified within an Addendum to the Sawmill Creek Watershed Plan that was approved by the County Board in 1998. The Dale Road Basin is located just north of 68th Street and east of Dale Road. This basin was constructed in 2003 and provides approximately 14 acre-feet of stormwater storage. The Crest Road Basin is located at the northwest corner of Plainfield Road and Route 83. It was completed in 2005 and provides approximately 34 acre-feet of stormwater storage. These basins operate without human intervention and function entirely by gravity. Both basins have been planted with native vegetation which provides habitat for wildlife and promotes infiltration and water quality benefits. These basins help to reduce or eliminate flooding to approximately thirty-five structures and over one hundred properties within the Sawmill Creek watershed.
In partnership with SCARCE, DuPage County Stormwater Management is encouraging schools to take the steps to earn a Water Quality Flag. Institutions can earn the flag by engaging in a series of educational trainings, hands-on activities and green practices. To date, 15 institutions, including schools, colleges and libraries, have earned the flag countywide with another 11 working toward it. A complete list is attached.
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<td>Elsie C. Johnson Elementary School</td>
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To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management 2017 Annual Report
Date: February 27th, 2018

The DuPage County Stormwater Management 2017 Annual Report highlighting the departments accomplishments throughout the year will be distributed during the Tuesday, March 6 DuPage County Stormwater Management Planning Committee.
DuPage County Memorandum

To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: Elmhurst Quarry Television Special to Air in March
Date: February 26th, 2018

DuPage County Stormwater Management recently collaborated with the Elmhurst Cable TV and the City of Elmhurst to film a special on the Elmhurst Quarry Flood Control Facility. The program, entitled “Elmhurst Time Travelers: The Elmhurst Quarry - Remarkable Resource,” highlights the history flood control efforts in Elmhurst and countywide. It also features footage filmed at the Quarry, as well as an interview with staff.

Beginning on Sunday, March 4, the program will air every Sunday at 6pm and every Monday at 5pm throughout the month of March. It can be found on Elmhurst’s Comcast Channel 6 and AT&T U-Verse Channel 99, which are broadcast to several local municipalities. It will also be available on https://www.elmhursttv.com/.
In 2009, DuPage County Stormwater Management Committee approved the first on-call native vegetation management contract for properties owned by Stormwater Management (SWM). Many of these properties had been planted with native vegetation as required by Local, County or Federal permits, or as a Best Management Practice. Native plantings are hardy as they have adapted to the local environmental and soil conditions; they are drought tolerant and provide vital habitat for local wildlife. However, like mowed turf grass properties, native lots require vegetation management to maintain the functional health, aesthetic appearance, and to minimize invasive species presence. SWM wetland staff has the knowledge, technical expertise and an understanding of vegetation permit requirements to manage these properties effectively and efficiently.

Other County departments have recognized this skill set and have contracted with SWM to assist them with the management of their department owned lots containing native vegetation. During FY18, SWM manages all native contracts that will provide vegetation maintenance services on properties owned by Stormwater, Public Works, Division of Transportation, and Facilities Management. The combined native land management program covers approximately 50 sites or 200 acres.

The majority Stormwater Management sites consist of flood control facilities (both large and small), riparian and wetland mitigation. SWM currently maintains the vegetation on 16 sites, totaling approximately 150 acres. These properties include several residential flood plain buyout lots within the unincorporated Valley View Subdivision, Warrenville and Lisle. Elmhurst Quarry, Fawell Dam (Naperville), Wayne Oaks Dam (Carol Stream), Country Lakes (Naperville) and Crest Road Basin (Darien) are a few more examples of sites that contain native vegetation and are managed under this program. The majority of the SWM sites have met permit obligations and our currently being maintained for good long-term land stewardship practices.

SWM began assisting Public Works in 2011. Most PW sites consists of stormwater facilities and drainage improvement projects that have been completed by the County over the past few decades. PW has 18 sites, totaling approximately 30 acres scattered throughout the unincorporated portions of the County. Many of these properties are located within residential areas with neighbors immediately adjacent to the property. Most PW sites have met permit obligations and our currently being maintained for good long-term land stewardship practices.
In 2013, SWM began to assist DuDOT with buffer/riparian mitigation sites that are tied to permit requirements for roadways and bike paths. DuDOT currently has 8 sites, totaling approximately 13 acres that are managed by this program. SWM is focusing on vegetation management to meet vegetation performance standards and to assist them with obtaining regulatory sign-off.

Since 2013, stormwater staff has been overseeing the management of native vegetation on the County’s campus on behalf of Facilities Management. The plantings on Campus reduce the amount of mowing required by grounds crews, provide a resilient groundcover in places too steep or too soggy to mow, filter stormwater, combat erosion, and do not require watering or fertilizer. Sites on campus range from prairie meadows ringing the stormwater ponds to the more formal planted gardens in the courtyard. With the restoration of the wetlands and floodplain associated with the DU-COMM project, the campus native plant footprint will increase by 16 acres to total 21 acres.

Each year, SWM visits every site several times throughout the growing season. During these inspections staff looks for invasive or non-native species, garbage, erosion issues, fly dumping, etc. Staff then schedules and coordinates maintenance visits with the on-call vegetation maintenance contractors, County maintenance staff when applicable, and even the Sheriff’s SWAP program (mainly to clean up trash that has accumulated over the winter months). Maintenance work orders are typically completed within a 1-2 week time frame. Wetland staff also prepares vegetation monitoring reports for sites that are still under permit obligations by other communities or the U.S. Army Corps of Engineers. Completing these inspections and preparing the reports in-house saves the County time and money.

In addition to the native lots that are managed by the SWM staff, we also maintain the properties purchased under the flood prone property buyout program. Most of these properties are adjacent to residential properties or within neighborhoods. Stormwater strives to be a good neighbor and our technical staff works closely with our maintenance crew to ensure we are maintaining 180 properties for a total of 154 acres. This includes, but is not limited to frequent mowing, trimming, tree maintenance and tree removal.

Over the years, adjacent properties owners have learned to recognize SWM staff and have a general understanding of the property program. The feedback from both the residents and the other department has been very positive.
DuPage County
MEMORANDUM

To: Stormwater Management Committee
From: Mary Falsey, Water Quality Supervisor
Subject: 2018 Outfall Monitoring Update
Date: February 23rd, 2018

DuPage County is permitted to discharge stormwater through its coverage under Permit No. ILR40, the IEPA’s General Permit for Discharges from Municipal Separate Storm Sewer Systems (MS4). This permit requires that a permittee “conduct periodic inspections of the storm sewer outfalls in dry weather conditions for detection of non-storm water discharges and illegal dumping. The Stormwater Management Department has been conducting these inspections throughout the County since 2008. The current schedule includes outfall inspections in one major watershed per year. In an effort to improve transparency and accountability, each year’s outfall monitoring schedule will be provided to the Committee and the Municipalities at the start of each monitoring season.

In 2018, Stormwater Management staff is proposing to conduct outfall monitoring of the East Branch DuPage River Watershed. Tributaries will be inspected first, followed by the mainstem in a north to south pattern. Areas in which outfalls will be inspected include:

- Village of Addison
- Village of Bloomingdale
- Village of Bolingbrook
- City of Darien
- Village of Downers Grove
- Village of Glen Ellyn
- Village of Glendale Heights
- Village of Lisle
- Village of Lombard
- Village of Oak Brook
- Village of Westmont
- City of Wheaton
- Village of Woodridge
- Bloomingdale Township
- Addison Township
- Downers Grove Township
- Lisle Township
- Milton Township
- Naperville Township
- Winfield Township
- York Township

These inspections consist of a visual screening of storm sewer outfalls followed by chemical field testing as necessary. In the event of a suspected illicit discharge, staff will contact the municipality to cooperate on tracing and enforcement. County staff may be observed throughout the above areas during the 2018 season. Any questions can be directed to Mary Beth Falsey, Water Quality Supervisor at (630) 407-6680.
DuPage County received between approximately 2.5 and 3.5 inches of rain from Monday, February 19th through Wednesday, February 21st. This rainfall occurred on frozen ground and, in combination with significant snowmelt, raised stream levels throughout the County. This rainfall/snowmelt event triggered operation of all of the County’s flood control facilities throughout the day on Tuesday and Wednesday. Stormwater Management staff monitored the County’s streams and rivers throughout the event and operated the flood control facilities according to their pre-determined operating plans. Staff provided frequent internal updates along with updates to municipalities, emergency personnel and residents through emails, press releases and posts to the Stormwater webpage with real time data and flood forecast predictions.

Of the sixteen flood control facilities that DuPage County operates, five larger facilities have mechanical equipment that allows staff to control them according to pre-determined operating plans. The remaining facilities protect the surrounding areas from flooding without human intervention using fixed weirs and gravity inflow/outflow systems. In total, the facilities have a floodwater storage capacity of nearly six billion gallons. The operation of these facilities provides flood protection to hundreds of residential and business structures throughout the County.

At this time, all DuPage County streams have receded and stormwater is being pump out of the Elmhurst Quarry and the Wood Dale - Itasca flood control facilities. Pumping operations should be completed within the next few weeks.
DuPage County and SCARCE are now accepting project proposals from local high school students for the 12th annual Sustainable Design Challenge. Scheduled for April 17, the Sustainable Design Challenge encourages students to construct building and landscape models using environmental and water-friendly design practices.

In addition to inspiring students to explore careers in urban planning, architecture and engineering, the competition promotes environmental and stormwater education within Science, Technology, Engineering and Mathematics (STEM) curriculum in local high schools.

All DuPage County high schools are encouraged to participate. Frequent competitors include students from Wheaton Warrenville South (Wheaton), Wheaton North, Naperville North, Glenbard South (Glen Ellyn), Glenbard East (Lombard), Addison Trail, College Preparatory School of America (Lombard), Neuqua Valley (Naperville), York High School (Elmhurst), Willowbrook (Villa Park), Downers Grove North, Downers Grove South, Hinsdale Central, Hinsdale South (Darien) and Lake Park (Roselle) high schools.

Registration will be open until Wednesday, April 4. For information on participating in this year’s challenge, visit [https://www.scarce.org/event/2018-sustainable-design-challenge/](https://www.scarce.org/event/2018-sustainable-design-challenge/).

All projects will be on display to the public at DuPage County’s JTK Administration Building (421 N. County Farm Rd., Wheaton) on Tuesday, April 17 from 9 to 11:15 a.m.
To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: Filming at Elmhurst Quarry
Date: March 2nd, 2018

FOX television is exploring the possibility of filming part of a pilot show in the Elmhurst Quarry Flood Control Facility. The first scout took place on Thursday, March 1, and it was determined that DuPage County’s access would likely be limited to the east and west lobes of the Quarry. There will need to be another technical scout before a decision is made. If they decide to pursue using the Quarry, a standard location agreement with access fee and liability information would need to be executed between the County and production company.
MEMORANDUM

Date: February 27, 2018

To: Stormwater Management Planning Committee

From: Anthony Charlton, P.E., Director

Re: Selection of DuPage County Stormwater Management Planning Committee Vice Chair

Per the bylaws of DuPage County’s Stormwater Management Planning Committee, the Committee should have a Chair and Vice Chair, one of whom should be a DuPage County representative and one a municipal representative.

Since the resignation of the last Vice Chair, a municipal member, the position has been unfilled. To rectify this, the municipal members of the Committee have nominated Mayor David Brummel to be considered for Vice Chair by the entire DuPage County Stormwater Management Planning Committee.

Action Required: Vote on Vice Chair of the DuPage County Stormwater Management Planning Committee
MEMORANDUM

TO: Stormwater Management Planning Committee
FROM: Mary Beth Falsey, Stormwater Management
SUBJECT: Water Quality Improvement Program Grant Recommendations (FY18)
DATE: February 22, 2018

The Stormwater Management Planning Committee’s Water Quality Improvement Program (WQIP) assists qualified applicants with funding projects that benefit water quality through the reduction of pollutant loads, including total suspended solids, nutrients, metals, and chlorides, into the County’s impaired waterways. Through the WQIP, qualified projects are funded at a maximum of twenty-five percent of the project’s construction, maintenance and monitoring costs, depending on the availability of funds and expected water quality benefits. This year, 15 applications for grant funding were received with total costs for those projects estimated at approximately $5,806,588. Staff’s recommendations for the allocation of budgeted funds for fiscal year 2018 are detailed below for your approval. Although there were additional, qualified projects for which applications were submitted, budgeted funds were insufficient to dedicate funding towards all applications. These final 10 projects were not recommended for funding because they were either not the highest ranked projects or because construction for the project was not expected to begin within the current fiscal year. Those projects with construction anticipated in future years will be encouraged to reapply pending future funding of the grant program.

<table>
<thead>
<tr>
<th>Project Description</th>
<th>Total Eligible Cost</th>
<th>Staff Recommended Funding</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oak Brook Park District- Ginger Creek streambank restoration, dam removal, cross</td>
<td>$554,870.00</td>
<td>$100,000.00</td>
<td>18%</td>
</tr>
<tr>
<td>vanes, permeable paver parking area, and native vegetated swale</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village of Carol Stream Detention Basin- Retrofit dry turf basin to native</td>
<td>$40,000.00</td>
<td>$10,000.00</td>
<td>25%</td>
</tr>
<tr>
<td>vegetation</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Village of Clarendon Hills Chestnut Alley- permeable paving retrofit and bioretention</td>
<td>$449,684.00</td>
<td>$100,000.00</td>
<td>22%</td>
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<tr>
<td>rain garden</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Description</td>
<td>Cost</td>
<td>Savings</td>
<td>Percent</td>
</tr>
<tr>
<td>-----------------------------------------------------------------------------</td>
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<td>---------</td>
<td>---------</td>
</tr>
<tr>
<td>City of Wood Dale Squaw Creek Improvements - channel rehabilitation, streambed and streambank stabilization, aquatic habitat development, and native/wetland plantings establishment</td>
<td>$357,471.00</td>
<td>$89,367.00</td>
<td>25%</td>
</tr>
<tr>
<td>Glen Ellyn Park District - Ackerman Park permeable paver parking lot and bioretention islands</td>
<td>$142,268.00</td>
<td>$35,567.00</td>
<td>25%</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$1,544,293.00</strong></td>
<td><strong>$334,934.00</strong></td>
<td><strong>8.25%</strong></td>
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</tbody>
</table>
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ROSELLE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Roselle (“Municipality”) are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and
Resolution
SM-R-0089-18

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Village of Roselle, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this 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 Roselle, 31 S. Prospect Street, Roselle, Illinois 60172; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, Greg Hart
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
To: Stormwater Management Committee  
From: Mary Beth Falsey, Stormwater Management  
Subject: Countywide NPDES Permit IGAs  
Date: February 23, 2018

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF ROSELLE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th day of March 2018 between the Village of Roselle of DuPage and Cook County (hereinafter referred to as the “Village”) a body corporate and politic, with offices at 31 S. Prospect Street, Roselle, Illinois 60172 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and 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 governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 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.

1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the West Branch DuPage River and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

3.2 The County shall be responsible for the scheduling and performance of County Tasks
outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.

3.5 The Municipality may submit written requests (“work requests”) to the Director of Stormwater Management (“Director”), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County assets”).

3.6 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the
County shall retain its rights under Paragraph 3.6 above, in relation to County assets.

3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

3.9 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 Total payments to the County under the terms of this Agreement shall not under any circumstances exceed five hundred dollars ($500.00). This amount is a “not to exceed” amount. In the event the Municipality directs County to do work which would cause the stated amount to be exceeded, the County shall not be responsible for such work until this Agreement is modified pursuant to Paragraph 8.1, below.

6.2 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.
6.3 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.

6.4 For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County assets delivered to the designated work site. Invoiced amounts shall be in accordance with the County’s schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).

6.5 The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

6.6 The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

6.7 Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.

6.7.1 For all direct expenses costing more than $25.00, the County shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.7.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).
6.7.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

6.7.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.

6.8 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS
8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.

8.2 This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

Director of Public Works
Village of Roselle
474 Congress Circle North
Roselle, IL 60172

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

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT
9.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Roselle Public Works
Attn: Director of Public Works
474 Congress Circle North
Roselle, IL 60172
E-mail: vramirez@roselle.il.us

Notices served upon the County shall be directed to:

DuPage County Stormwater Management
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL  60187-3978
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective March 6, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY
11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW

12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party’s respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: _______________________________________
    Andy Maglio
    Mayor
    Village of Roselle

ATTEST BY: _______________________________________
            Patty Burns
            Village Clerk

BY: _______________________________________
    Daniel Cronin
    Chairman
    DuPage County Board

ATTEST BY: _______________________________________
            Paul Hinds
            County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/ Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices.
and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination (“IDDE”)**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

County staff shall inspect all outfalls from the Municipality’s storm water system within the DuPage and Cook County portion of the Municipality’s municipal territory to verify the location of every MS4 outlet within the Cook County portion of the Municipality’s municipal territory depicted on the Municipality - provided map/guide of said outlets (“Outfall Monitoring”) and which said utility atlas is attached as Exhibit E. For each outlet inspected, County staff will document the location and photograph the outlet. Outlets not identified on the Municipality’s map/guide will be similarly documented and that information promptly provided to the Municipality. Outfall monitoring within the Cook County portion of Woodridge is estimated to require a total of twenty (20) staff hours. The parties agree that for safety purposes, Outfall Monitoring shall be conducted by teams having at least two (2) staff members. The above estimated time for completion of Outfall Monitoring for the Cook County portion of Roselle is based upon ten (10) staff hours multiplied by two (2) staff members = twenty (20) hours. The County shall use best efforts to use a Stormwater Management Intern as one of the team members for Outfall Monitoring, but the actual assignment of County staff shall be at the County’s sole discretion. Actual time spent will be invoiced to the Municipality at the rates listed in Exhibit C.

The County will provide the Municipality with the annual schedule for outfall monitoring by
watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County’s investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Post Construction Storm Water Management in New Development and Redevelopment**
Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.

The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

**Annual Reporting**
The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality’s (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality-owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or
prudent to, it’s performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality’s IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County’s work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

**Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Pollution prevention/ good housekeeping for municipal operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

**Monitoring**
The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

**Reporting**

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures and maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $31.98</td>
<td>$34.89 - $44.72</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

- Crew Leader $45/ hour
- Senior Maintenance Worker $40/ hour
- Maintenance Worker $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.

Exhibit E
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WOOD DALE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE SALT CREEK WATERSHED

WHEREAS, the County of DuPage ("County") and City of Wood Dale ("Municipality") are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System ("NPDES") Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

Resolution
SM-R-0090-18
Resolution

SM-R-0090-18

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and City of Wood Dale, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the City of Wood Dale, 404 N. Wood Dale Road, Wood Dale, Illinois 60191; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF WOOD DALE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE SALT CREEK WATERSHED

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th day of March 2018 between the City of Wood Dale of DuPage County (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 404 N. Wood Dale Road, Wood Dale, Illinois 60191 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and 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 governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 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.

1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Salt Creek Watershed.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

3.2 The County shall be responsible for the scheduling and performance of County Tasks
outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.

3.5 The Municipality may submit written requests (“work requests”) to the Director of Stormwater Management (“Director”), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County assets”).

3.6 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the
County shall retain its rights under Paragraph 3.6 above, in relation to County assets.

3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

3.9 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.

6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County assets delivered to the designated work site. Invoiced amounts shall be in accordance with the County’s schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).

The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.

For all direct expenses costing more than $25.00, the COUNTY shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work
will be conducted in accordance with current contract provisions between
the County and the vendor.

6.7 When the County has expended seventy-five percent (75%) of the estimated total
man-hours allocated for the performance of the tasks identified in the Scope of
Work, the County shall notify the Municipality providing the following
information: the status of that task and the estimated number of man-hours
necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other
party, its officials, officers and employees (the “Indemnitee Class”) from and
against all liability, claims, suits, demands, proceedings and actions, including
costs, fees and expense of defense, arising from, growing out of, or related to, any
loss, damage, injury, death, or loss or damage to property resulting from, or
connected with, the Indemnitor’s negligent or willful acts, errors or omissions in
its performance under this Agreement, except as hereafter provided for by
Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County assets, and the
County, insured as an additional insured, which coverage levels shall be of the
same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, by these indemnity requirements, any defenses
or protections under the Local Government and Governmental Employees Tort
Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The
immunities or defenses of either party, or any statutory limitation on damages,
shall further operate as a bar and, or, limitation of that party’s indemnification
obligations under this Agreement. Any indemnity as provided in this Agreement
shall not be limited by reason of a parties’ insurance coverage and such
indemnification obligations shall survive the termination, or expiration, of this
Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly
authorized and signed by both the County and the Municipality.

8.2 This Agreement contains the entire understanding of the County and the Municipality
with respect to the subject matter hereof and supersedes all prior agreements and
understandings with respect to such subject matter.
8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

City of Wood Dale  DuPage County
Public Works  Stormwater Management
720 North Central Avenue  421 N. County Farm Road
Wood Dale, IL 60191  Wheaton, Illinois 60187
Attn: Director of Public Works  Attn: Director of Stormwater Management

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:
City of Wood Dale
Public Works
Attn: Director
720 North Central Avenue
Wood Dale, IL 60191
E-mail: MYork@wooddale.com

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division
Attn: Director, Stormwater Management
421 N. County Farm Road
Wheaton, IL 60187-3978
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective March 6, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.
12.0 GOVERNING LAW

12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party’s respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: ___________________________________________
    Annunziato Pulice
    Mayor
    City of Wood Dale

ATTEST BY: ___________________________________
            Shirley J. Siebert
            City Clerk

BY: ___________________________________________
    Daniel Cronin
    Chairman
    DuPage County Board

ATTEST BY: ___________________________________
            Paul Hinds
            County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices.
and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination (“IDDE”)**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County’s investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Post Construction Storm Water Management in New Development and Redevelopment**

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.
The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

**Annual Reporting**

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality’s (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, it’s performance of the work identified in Exhibit A. In the event the Municipality is
unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality’s IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County’s work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

**Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Pollution prevention/ good housekeeping for municipal operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

**Monitoring**

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.
Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures and maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $31.98</td>
<td>$34.89 - $44.72</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

- Crew Leader  $45/hour
- Senior Maintenance Worker  $40/hour
- Maintenance Worker  $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN 
THE VILLAGE OF WAYNE 
AND THE COUNTY OF DUPAGE, ILLINOIS 
FOR THE IMPLEMENTATION OF THE 
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN 
THE FOX RIVER WATERSHED

WHEREAS, the County of DuPage (“County”) and Village of Wayne (“Municipality”) are public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7, Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and
WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and City of Darien, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this 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 Wayne, 5N430 Railroad Street, Wayne, IL 60184; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojjack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Countywide NPDES Permit IGAs
Date: February 23, 2018

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF WAYNE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE FOX RIVER WATERSHED

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th day of March, 2018 between the Village of Wayne of Kane and DuPage Counties (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 5N430 Railroad Street, Wayne, IL 60184 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and 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 governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and
WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 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.

1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Fox River Watershed.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task
under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Municipality may submit written requests ("work requests") to the Director of Stormwater Management ("Director"), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County assets”).

3.5 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.

3.6 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.5 above, in relation to County assets.

3.7 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.
3.8 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County assets delivered to the designated work site. Invoiced amounts shall be in accordance with the County’s schedule of fees and hourly rates incorporated hereto as Exhibits C and D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a standby basis (if not caused by the County).

6.2 The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

6.3 The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with
60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

6.4 Direct expenses may be invoiced to the Municipality at the rates stated in Exhibits C and D. The Municipality shall pay on an actual cost basis without any markup or multiplier.

6.4.1 For all direct expenses costing more than $25.00, the County shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.4.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

6.4.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

6.4.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The
immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.

8.2 This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

Village of Wayne
5N430 Railroad Street
Wayne, IL 60184
Attn: Village Engineer

DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Stormwater Management
8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Village of Wayne  
Attn: Village Engineer  
5N430 Railroad Street  
Wayne, IL 60184  
Email: dlynch@cbbel.com

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division  
Attn: Director, Stormwater Management  
421 N. County Farm Road  
Wheaton, IL 60187-3978  
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change their respective responsibilities as detailed within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective March 6, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically
renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 **SEVERABILITY**

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 **GOVERNING LAW**

12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party’s respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

**BY:**

Eileen Phipps  
Village President  
Village of Wayne

**ATTEST BY:**

Patricia Engstrom  
Village Clerk

**BY:**

Daniel Cronin  
Chairman  
DuPage County Board

**ATTEST BY:**

Paul Hinds  
County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices
and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination (“IDDE”)**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County’s investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (“DCCSFPO”). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Post Construction Storm Water Management in New Development and Redevelopment**

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.
The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

**Annual Reporting**

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality’s (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality-owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is
unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality’s IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County’s work pursuant to this Agreement for a violation within the Kane County section of the Village, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality for a violation within the Du Page County section of the Village.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

**Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (“DCCSFPO”).

**Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Pollution prevention/ good housekeeping for municipal operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

**Monitoring**
The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

**Reporting**

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $31.98</td>
<td>$34.89 - $44.72</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

- Crew Leader $45/ hour
- Senior Maintenance Worker $40/ hour
- Maintenance Worker $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF VILLA PARK
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE SALT CREEK WATERSHED

WHEREAS, the County of DuPage ("County") and Village of Villa Park
("Municipality") are public agencies within the meaning of Illinois Intergovernmental
Corporation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7,
Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among
units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System ("NPDES")
Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit
authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of
Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under
ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development,
implementation, and enforcement of a storm water management program designed to reduce the
discharge of pollutants from small municipal storm sewer systems to the maximum extent
practicable to protect water quality, and to satisfy the appropriate water quality requirements of
the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C,
Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize
cost savings by utilizing County equipment, vehicles and personnel to complete these minimum
control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes
Sharing Responsibility; and
Resolution
SM-R-0092-18

WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Village of Villa Park, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this 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 Villa Park, 20 S Ardmore Avenue, Villa Park, Illinois 60181; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT:  APPROVED [UNANIMOUS]
MOVER:  Greg Hart, District 3
SECONDER:  David Brummel, Warrenville Mayor (6)
AYES:  PoJack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT:  Paul Fichtner, Martin Tully
To: Stormwater Management Committee  
From: Mary Beth Falsey, Stormwater Management  
Subject: Countywide NPDES Permit IGAs  
Date: February 23, 2018

DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF VILLA PARK
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE SALT CREEK WATERSHED

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th day of March 2018 between the Village of Villa Park of DuPage County (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 20 S Ardmore Avenue, Villa Park, Illinois 60181 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and 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 governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent ("NOI") to the Illinois Environmental Protection Agency ("IEPA") for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 Ill. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 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.

1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Salt Creek Watershed.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

3.2 The County shall be responsible for the scheduling and performance of County Tasks
outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.

3.5 The Municipality may submit written requests (“work requests”) to the Director of Stormwater Management (“Director”), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County assets”).

3.6 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the
County shall retain its rights under Paragraph 3.6 above, in relation to County assets.

3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

3.9 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.

6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
6.3 For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County assets delivered to the designated work site. Invoiced amounts shall be in accordance with the County’s schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).

6.4 The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

6.5 The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

6.6 Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.

6.6.1 For all direct expenses costing more than $25.00, the COUNTY shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.6.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

6.6.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

6.6.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work
will be conducted in accordance with current contract provisions between the County and the vendor.

6.7 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.

8.2 This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.
8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.

8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

Village of Villa Park  
Public Works Department  
11 West Home Avenue  
Villa Park, IL 60181  
Attn: Public Works Director

DuPage County  
Stormwater Management  
421 N. County Farm Road  
Wheaton, Illinois 60187  
Attn: Director of Stormwater Management

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

Village of Villa Park
Public Works Department  
Attn: Public Works Director  
11 West Home Avenue  
Villa Park, IL 60181  
E-mail: juskelis@invillapark.com

Notices served upon the County shall be directed to:

DuPage County Stormwater Management Division  
Attn: Director, Stormwater Management  
421 N. County Farm Road  
Wheaton, IL 60187-3978  
E-mail: Water.Quality@dupageco.org

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective March 6, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW
12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party's respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY:  
Albert Bultuis  
Village Manager  
Village of Villa Park

ATTEST BY:  
Hosanna Korynecky  
Village Clerk

BY:  
Daniel Cronin  
Chairman  
DuPage County Board

ATTEST BY:  
Paul Hinds  
County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/ Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices.
and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination (“IDDE”)**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County’s investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DuPage County Countywide Stormwater and Flood Plain Ordinance (DCCSFPO). The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Post Construction Storm Water Management in New Development and Redevelopment**

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.
The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

**Annual Reporting**

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality’s (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality-owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is
unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality’s IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County’s work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

**Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Pollution prevention/ good housekeeping for municipal operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

**Monitoring**

The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.
Reporting

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures and maintenance tasks as requested by the Municipality. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $31.98</td>
<td>$34.89 - $44.72</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

Crew Leader  $45/ hour
Senior Maintenance Worker $40/ hour
Maintenance Worker  $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per Illinois Department of Transportation rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DARIEN
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE DES PLAINES RIVER AND EAST BRANCH DUPAGE RIVER WATERSHEDS

WHEREAS, the County of DuPage (“County”) and City of Darien (“Municipality”) are
public agencies within the meaning of Illinois Intergovernmental Corporation Act, 5 ILCS 220/1
\textit{et seq.}; and

WHEREAS, the purpose of the Intergovernmental Cooperation Act and Article 7,
Section 10 of the 1970 Constitution of the State of Illinois include fostering cooperation among
units of local government in planning and providing services to their citizens; 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit
authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 \textit{et seq.}); and

WHEREAS, the storm water management program must include the minimum control measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize
cost savings by utilizing County equipment, vehicles and personnel to complete these minimum
control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes
Sharing Responsibility; and
WHEREAS, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the County and the Municipality have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and City of Darien, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the City of Darien, 1702 Plainfield Road, Darien, Illinois 60561; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojact, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
DuPage County as well as over 40 municipalities and townships in the County are permitted to discharge stormwater through coverage under the IEPA’s NPDES General Permit ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems (MS4). In order to avoid overlap of efforts, DuPage County partners with municipalities in completing many of the minimum control measures required by this permit. These measures include education & outreach on water quality impacts, public involvement, staff training, workshops, and illicit discharge inspections.

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DARIEN
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE DES PLAINES RIVER AND EAST BRANCH DUPAGE RIVER WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 6th day of March 2018 between the City of Darien of DuPage County (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 1702 Plainfield Road, Darien, Illinois 60561 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

WHEREAS, the Municipality and 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 governmental bodies; and

WHEREAS, the Illinois General Assembly has granted the County authority to take action to 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, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

WHEREAS, MS4s are defined in 40 CFR 122.26(b) (16) as designated for permit authorization pursuant to 40 CFR 122.32; and

WHEREAS, both the County and Municipality have submitted an Illinois MS4 Notice of Intent (“NOI”) to the Illinois Environmental Protection Agency (“IEPA”) for coverage under ILR40; and

WHEREAS, the General NPDES Permit No. ILR40 requires development, implementation, and enforcement of a storm water management program designed to reduce the discharge of pollutants from small municipal storm sewer systems to the maximum extent practicable to protect water quality, and to satisfy the appropriate water quality requirements of the Illinois Pollution Control Board Rules and Regulations (35 III. Adm. Code, Subtitle C, Chapter 1) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.); and

WHEREAS, the storm water management program must include the minimum control
measures described in the General NPDES Permit No. ILR 40, Part IV, Section B; and

WHEREAS, the Municipality and County have each determined that they could realize cost savings by utilizing County equipment, vehicles and personnel to complete these minimum control measures, subject to the latter’s availability; and

WHEREAS, the General NPDES Permit No. ILR40 Part IV, Section D authorizes Sharing Responsibility; and

WHEREAS, the County and the Municipality have determined that it is in their best interest to cooperate in fulfilling the ILR40 Permit requirements;

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 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.

1.3 The exhibits referenced in this Agreement shall be deemed incorporated herein and a part thereof.

2.0 PURPOSE OF AGREEMENT

2.1 The purpose of this Agreement is to set forth the duties, roles and responsibilities to be provided by the County and the Municipality with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Des Plaines River and East Branch DuPage River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.
3.2 The County shall be responsible for the scheduling and performance of County Tasks outlined in this Agreement. The County shall have full discretion as to the timing and manner of performance, and the assignment of County personnel to perform any task under this Agreement. Notwithstanding the foregoing, the County shall use reasonable efforts to perform such tasks on or before any dates or times requested by the Municipality.

3.3 The County shall be responsible for including documentation related to the County’s performance of the tasks identified in Exhibit A in the Annual Report submitted to the IEPA. The County shall provide a copy of this report to the Municipality in a timely manner, which includes tasks identified in Exhibit A.

3.4 For areas outside the DuPage County limits, the County shall be reimbursed by the Municipality for work undertaken pursuant to this Agreement in accordance with Section 6.0, below.

3.5 The Municipality may submit written requests (“work requests”) to the Director of Stormwater Management (“Director”), or his designee, for the periodic and temporary use of County-owned equipment and machinery, and, or, County-employed personnel (collectively “County assets”).

3.6 At the sole discretion of the Director, or his designee, the County may make County-assets available for use by the Municipality. The County, though, reserves the right to deny, delay, divert, limit the use of, recall, reschedule, revoke prior approvals for the use of, restrict the use of, or substitute County assets requested by, or provided to, the Municipality for any cause at any time. The parties acknowledge and agree that the Municipality use of County assets for any work request is, and shall be subordinate to the County’s use of County assets for the County’s own work. For the purpose of this provision, the term “County’s own work” shall be construed to include any work that County assets have been, or will be, allocated to another governmental unit or public utility. The parties further acknowledge and agree that in the event any County assets previously approved for a Municipality work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Municipality, or to any third party, for any loss, added cost, added expense, damage or delay arising out of, or related to, the County’s failure or inability to provide County assets as requested, or the County’s decision to recall from, reduce, substitute or terminate the use of County assets at the Municipality work site.

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest.
by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.

3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

3.9 Nothing in this Agreement shall obligate the Municipality to utilize County assets, or any particular County asset, for any project or work task. In the event any particular County asset is unavailable, the Municipality shall be responsible for securing a suitable replacement, substitute or stand-in, at the Municipality expense.

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

4.1 The Municipality shall perform the tasks identified in the Municipality Tasks Scope of Work, attached and incorporated hereto as Exhibit B.

5.0 MUTUAL OBLIGATIONS

5.1 The parties shall comply with all municipal, county, state and federal requirements now in force, or which may hereafter be in force, pertaining to this Agreement.

5.2 In the event either party (first party) is requested or required to provide the other party (second party) with the first party’s consent, approval, review or comment concerning any matter under this Agreement, such request shall not be unreasonably denied, delayed or conditioned.

6.0 COMPENSATION

6.1 The County will provide services included in Exhibit A, Scope of Work County Tasks within the limits of DuPage County at no direct charge to the Municipality.

6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.
6.3 For use of County owned equipment and machinery, the Municipality agrees to compensate the County for County asset delivered to the designated work site. Invoiced amounts shall be in accordance with the County’s schedule of fees and hourly rates incorporated hereto as Exhibit D. The County shall invoice time at half hour increments. The County may invoice labor rates to include reasonable travel time to and from a work site, time spent idle and, or, on a stand-by basis (if not caused by the County).

6.4 The County and Municipality may agree, in writing, that the County may submit quarterly invoices, for services rendered. In all other instances, the County shall submit its invoice no later than sixty (60) days following the completion of the County’s services at a work site. The County may bill for multiple work sites or tasks. Each County invoice shall summarize, as applicable, the man-hours and, or, equipment hours utilized, together with all applicable time, equipment and material fees charged and an identification of each work site and, or, task. The Municipality shall pay the County the amount(s) invoiced within thirty (30) days of receipt of each properly documented invoice for reimbursement.

6.5 The County may, from time-to-time, unilaterally amend its schedule of fees and hourly rates, and will provide its amended fees and rates to the Municipality with 60 days’ notice. A revised fee and, or, rate shall only be effective after such written notice is provided. The fees and hourly rates in effect at the time a work request is submitted shall be the hourly rates and fees paid for that work.

6.6 Direct expenses for completion of all work outside of DuPage County may be invoiced to the Municipality at the rates stated in Exhibit C. The Municipality shall pay on an actual cost basis without any markup or multiplier.

6.6.1 For all direct expenses costing more than $25.00, the COUNTY shall include with its invoice to the Municipality, as documentation of such expenses, including copies of receipts, if any, from third-party vendors, suppliers or service providers indicating the price(s) paid by the County for such expensed materials and/or items.

6.6.2 County shall not include computer and vehicle mileage as direct expenses (but may include parking fees).

6.6.3 The County shall obtain a quote for the cost to perform lab testing of outfall samples prior to having such lab testing performed. The Municipality shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

6.7 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of
Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

7.1 Each party (as the “Indemnitor”) shall indemnify and hold harmless the other party, its officials, officers and employees (the “Indemnitee Class”) from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the Indemnitor’s negligent or willful acts, errors or omissions in its performance under this Agreement, except as hereafter provided for by Paragraph 7.2 below.

7.2 To the extent allowed, the Municipality shall have the County assets, and the County, insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality.

7.3 The parties do not waive or limit, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1 et seq.) or otherwise available to them. The immunities or defenses of either party, or any statutory limitation on damages, shall further operate as a bar and, or, limitation of that party’s indemnification obligations under this Agreement. Any indemnity as provided in this Agreement shall not be limited by reason of a parties’ insurance coverage and such indemnification obligations shall survive the termination, or expiration, of this Agreement for a period of two (2) years.

8.0 MISCELLANEOUS TERMS

8.1 This Agreement may be modified or amended only by written instrument duly authorized and signed by both the County and the Municipality.

8.2 This Agreement contains the entire understanding of the County and the Municipality with respect to the subject matter hereof and supersedes all prior agreements and understandings with respect to such subject matter.

8.3 This Agreement shall be executed for and on behalf of the County and the Municipality pursuant to Resolutions or Ordinances approved by the legislative body of each of the parties.
8.4 This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

8.5 Upon termination, the liabilities and obligations of the parties to this Agreement shall cease. However, the parties shall not be relieved of the duty to perform their obligations up to the date of termination and the Parties shall not be relieved of their respective obligation to pay the other Party for any services rendered prior to termination.

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

8.7 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.

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

- City of Darien
- DuPage County
- Public Works Department
- Stormwater Management
- 1702 Plainfield Road
- 421 N. County Farm Road
- Darien, IL 60561
- Wheaton, Illinois 60187
- Attn: Director of Municipal Services
- Attn: Director of Stormwater Management

8.9 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.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

9.1 All notices required to be given under the terms of this Agreement shall be in writing and either (a) served personally during regular business hours; (b) served by facsimile transmission and e-mail during regular business hours; or (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served upon the Municipality shall be directed to:

- City of Darien
- Public Works Department
- Attn: Director
1702 Plainfield Road  
Darien, IL 60561  
Email: dgombac@darienil.gov  

Notices served upon the County shall be directed to:  

DuPage County Stormwater Management Division  
Attn: Director, Stormwater Management  
421 N. County Farm Road  
Wheaton, IL  60187-3978  
E-mail: Water.Quality@dupageco.org  

Notices served personally or by facsimile transmission and e-mail shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this paragraph.

10.0 TERM OF AGREEMENT  

10.1 As will be used for staff and budget requirements, the County and the Municipality agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective March 6, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent anniversary date thereafter, this Agreement shall automatically renew for an additional five-year period. Either party may terminate this Agreement by giving written notice of said termination to the other party; a termination shall be effective immediately unless specific termination date has been agreed upon.

11.0 SEVERABILITY  

11.1 In the event any provision of this Agreement shall be held to be unenforceable or void, such provision shall be deleted and all other provisions shall remain in full force and effect to the fullest extent allowed by law and equity.

12.0 GOVERNING LAW
12.1 This Agreement will be governed by the laws of the State of Illinois as to both interpretation and performance. The forum for resolving disputes concerning the party’s respective performance, or failure to perform, under this Agreement, will be the judicial circuit court for DuPage County.

IN WITNESS WHEREOF, the parties to this Agreement set their hands and seals as of the date first written above.

BY: _________________________________
    Kathleen Weaver
    Mayor
    City of Darien

ATTEST BY: _________________________________
            JoAnne Ragona
            City Clerk

BY: _________________________________
    Daniel Cronin
    Chairman
    DuPage County Board

ATTEST BY: _________________________________
            Paul Hinds
            County Clerk
Public Education and Outreach on Storm Water Impact

The County will conduct public education and outreach activities within each major watershed on a multitude of topics, such as watershed planning efforts, water quality, and best management practices (BMPs) utilizing internal staff and/or contractors to provide additional education and outreach services pertaining to both technical and general education on stormwater impact topics.

The County will provide handouts and brochures pertaining to sources of pollutants in waterways and water quality BMPs for distribution at public events, at County and municipal offices, as well as online. Materials will be updated as needed to incorporate new information, including the effects of climate change on stormwater impacts.

The County will coordinate, host, and present at least one workshop or community event in each watershed per year on topics including water quality efforts for the watersheds, methods for pollutant reduction, during and after construction BMPs, native vegetation, and green infrastructure. Presentations will include information on the potential impacts and effects of stormwater discharge due to climate change as applicable.

The County will utilize technology to enhance outreach efforts detailing water quality trends and highlighting practices that can reduce the transport of pollutants into waterways. The County will promote informational outlets using a Stormwater Management monthly e-newsletter, direct media relations, press releases and advisories to promote seasonal BMPs, events, and other stormwater-related news.

The County will partner with schools and local educational organizations, on stormwater management and water quality education promoting water quality and environmental efforts using watershed models and other educational tools.

Public Involvement/ Participation

The County will inform the public on watershed initiatives and engage a broad range of individuals regarding policies and projects related to the control and reduction of pollutants in stormwater runoff through technical trainings, stakeholder groups, volunteer opportunities, and public meetings. The County will identify environmental justice areas within the watershed planning jurisdictions in order to ensure prioritization of efforts in regards to public involvement and participation initiatives.

The County will support training initiatives throughout each watershed for the purpose of engaging local residents, organizations, and government agencies in pollution reduction practices.
and volunteer opportunities.

The County will host at least two regular water quality stakeholder meetings per year in each of the County’s main watersheds in order to address matters pertaining to pollutant reduction on a watershed level. In addition, input on water quality impairments will be requested from stakeholders for incorporation into watershed planning efforts, which may cause the formation of separate stakeholder groups any given year.

The County will provide opportunity for public comment at annual hearings in order to reach all interested residents on the adequacy of its MS4 program, watershed plans, and projects. The County will publicize public comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

The County will coordinate educational and public involvement strategies. To gauge their effectiveness, the County will develop and distribute surveys via an email list, webpage, and on social media. These surveys measure citizen views, behaviors, and concerns pertaining to a variety of topics, including water quality, property management, flood perceptions, and residential pollutant control.

The County will sponsor a variety of volunteer opportunities, including: the Adopt-a-Stream program, the DuPage River Sweep, and the storm drain stenciling program.

**Illicit Discharge Detection and Elimination (“IDDE”)**

The County agrees to undertake the monitoring of outfalls and tracing of illicit discharges within the municipal limits of the Municipality utilizing County personnel and equipment.

The County will provide the Municipality with the annual schedule for outfall monitoring by watershed.

The County agrees to prepare plans, processes, and procedures for the program meeting the requirements of the NPDES permit to monitor and trace illicit discharges into the MS4 on behalf of the Municipality.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Municipality having an individual NPDES permit to discharge storm water associated with industrial activity through the IEPA for the purposes of fair and accurate monitoring and tracing.

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.

The County agrees to notify the Municipality within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

The County agrees to notify the Municipality within twenty-four (24) hours of detecting an illicit discharge within the municipal limits of the Municipality. Promptly upon completion of the County’s investigation, the County shall inform the Municipality of the location of the illicit discharge, the time(s) and date(s) of the discharge, and any additional information that would be necessary or prudent for the Municipality to have in order to carry out enforcement proceedings.

The County agrees to provide the Municipality with any information required for enforcement action and prosecution by the Municipality and produce County personnel in court, as necessary and upon adequate notice.

The County agrees to create and manage a countywide hotline for reporting illicit discharges.

**Construction Site Storm Water Runoff Control**

Construction Site Storm Water Runoff Control requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Construction Site Storm Water Runoff Control provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Post Construction Storm Water Management in New Development and Redevelopment**

Post Construction Storm Water Management in New Development and Redevelopment requirements are administered through the DCCSFPO. The DCCSFPO establishes a minimum level of regulatory compliance that a development must meet. Pursuant to the DCCSFPO, any community that desires to enforce, either partially or completely, within its boundaries the Post Construction Storm Water Management in New Development and Redevelopment provisions of the DCCSFPO shall provide the DuPage County Stormwater Management Planning Committee of the DuPage County Board written notice of that intent.

**Pollution Prevention / Good Housekeeping for Municipal Operations**

The County will organize training in procedures and practices that will minimize the discharge of pollutants from municipal operations into the storm sewer system for staff from the County and Municipality on topics including automobile maintenance, hazardous material storage, landscaping and lawn care, Parking lot and street cleaning, pest control, pet waste collection, road salt application and storage, roadway and bridge maintenance, spill response and prevention, and storm drain system cleaning.
The County will create and update checklists and/or guidance materials to assist staff from the County and Municipality in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Municipality, in regards to maintenance of BMPs and associated infrastructure. This may include vegetation management, storm sewer cleanout, street sweeping, and other maintenance activities. The shared services will be determined by the equipment and staff available from participating agencies and outlined in Exhibit D.

**Monitoring**

The County will be responsible for developing and implementing a monitoring and assessment program. This will include an evaluation of BMPs based on estimated effectiveness from published research accompanied by an inventory of the number and location of BMPs implemented as part of the NPDES program and an estimate of pollutant reduction resulting from the BMPs. The County will also support and contribute to the DuPage River Salt Creek Workgroup ambient monitoring of waterways which will be performed within 48 hours of a precipitation event greater than or equal to one quarter inch in a 24-hour period. At a minimum, analysis of storm water discharges or ambient water quality will include monitoring for total suspended solids, total nitrogen, total phosphorus, fecal coliform, chlorides, and oil and grease. In addition, monitoring will be performed for any other pollutants associated with storm water runoff for which the receiving water is considered impaired pursuant to the most recently approved list under Section 303(d) of the Clean Water Act.

**Annual Reporting**

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1st of each year in accordance with General NPDES Permit No. ILR40 (or a revised date as determined by the IEPA). The County will submit a copy of the annual report to both the IEPA and the Municipality.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Municipality will be responsible for promoting and advertising educational events and workshops within their jurisdictions. Municipalities are responsible for distributing educational materials to residents within the Municipality. The Municipality will also be responsible for ensuring their own staff attends workshops geared towards municipal staff on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

The Municipality will be responsible for advertising and promoting meetings, hearings, and events online and within their jurisdictions. The Municipality will also be responsible for ensuring attendance by their own staff, as necessary.

Illicit Discharge Detection and Elimination

The Municipality agrees to provide the County with a current storm sewer atlas.

The Municipality agrees to provide annual updates of the storm sewer atlas to the County.

The Municipality agrees to assign to the County any rights of access to the storm drainage system under the jurisdiction of the Municipality as the County deems necessary.

The Municipality shall provide County staff with a copy of the most recent version of the Municipality’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Municipality’s municipal territory. The Municipality shall further make available for review and copying by the County, upon request, any additional Municipality records pertaining to the location of MS4 components and, or, any connections thereto, and, or, suspected illicit discharges, which review and copying by County staff shall be allowed in the same manner as Municipality staff. The Municipality shall further provide proof of the Municipality’s (and County’s) right to access any property owned or controlled by a third-party. The Municipality shall notify the County if and when new records are created and if additional parcels are annexed by the Municipality.

The Municipality shall grant the County access to all Municipality -owned parcels, Municipality right-of-ways, Municipality easements and license areas and all other areas where the Municipality has the right to access whenever such access by the County is necessary for, or prudent to, its performance of the work identified in Exhibit A. In the event the Municipality is
unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

The Municipality shall be responsible for the enforcement of any violations of the Municipality’s IDDE ordinance within the municipal limits of the Municipality. In the event the Municipality wishes to use County staff as witnesses, or consulting experts, in any enforcement proceeding related to the County’s work pursuant to this Agreement, the parties agree that a separate Agreement shall be entered into for such purpose; and the parties acknowledge that the Scope of Work County Tasks (Exhibit A) and Hourly Rates (Exhibit C) do not contemplate IDDE ordinance enforcement activities.

The Municipality agrees to provide timely prosecution of any person found to be in violation of their ordinance that fail to come into compliance in accordance with the ordinance, provided that the Municipality receives timely notification from the County that a violation exists. Further, the County agrees to provide prosecution witnesses required without cost to the Municipality.

The Municipality shall provide the County with documentation of any enforcement action and prosecution from the previous one (1) year for inclusion in the annual report.

**Construction Site Storm Water Runoff Control**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("DCCSFPO").

**Post Construction Storm Water Management in New Development and Redevelopment**

As review assistance is required, the Municipality shall forward copies of permit submittals to the County in accordance with the DCCSFPO.

**Pollution prevention/ good housekeeping for municipal operations**

The Municipality will be responsible for ensuring that all applicable staff positions attend appropriate training for their duties to prevent and minimize the discharge of pollutants into waterways. The Municipality will also be responsible for ensuring their staff and procedures adhere to good housekeeping measures in order to minimize the discharge of pollutants from municipal properties, infrastructure, and operations. The Municipality may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

**Monitoring**
The Municipality shall provide to the County locations and details on BMPs implemented as part of the NPDES program within their jurisdictions for inclusion in the BMP inventory.

**Reporting**

The Municipality will be responsible for ensuring that the County has all applicable documentation for inclusion in the annual report by May 1 of each year (or one month prior to the due date of the annual report as determined by the IEPA). Documentation shall include details on how the Municipality promoted education and outreach efforts within their jurisdiction. The Municipality will provide any documentation on IDDE enforcement. The Municipality will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Municipality will be responsible for posting the Annual Report on their website, or providing a link on their website to the Countywide Annual Report.
Exhibit C
Hourly Rates

DuPage County Stormwater Management Hourly Rates for completion of NPDES ILR40 Minimum Control Measures. The Hourly Rates (Rates) listed below may be increased by the County up to two percent (2%) one time during each calendar year.

<table>
<thead>
<tr>
<th>Position</th>
<th>Direct Rate</th>
<th>Billing Rate (Direct Rate x 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $33.51</td>
<td>$34.89 - $46.91</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

Labor Rates associated with use of County equipment are as follows:

Crew Leader  $45/ hour
Senior Maintenance Worker  $40/ hour
Maintenance Worker  $35/hour
Exhibit D
Standard Rates

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Municipality.
WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to regulate development regarding stormwater runoff and to enter into agreements for the purposes of stormwater management (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-15001 et. seq.); and

WHEREAS, the COUNTY requires professional software implementation services for asset management; and

WHEREAS, Azteca Systems ("CONSULTANT") has experience and expertise in this area and is in the business of providing such professional software implementation services and is willing to perform the required services for an amount not to exceed fifty-four thousand dollars and zero cents ($54,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Planning Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT at the specified amount.

NOW, THEREFORE, BE IT RESOLVED that the attached AGREEMENT between the COUNTY and Azteca Systems is hereby accepted and approved in an amount not to exceed fifty-four thousand dollars and zero cents; and that the Chairman 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 Azteca Systems, 2021 S. 18th Ave. West Bend, WI, 53095, Anthony Hayman/State’s Attorney’s Office, and the DuPage County Stormwater Management Department.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
## Requisition 25k and over

**SM-P-0065-18**

<table>
<thead>
<tr>
<th>RESULT:</th>
<th>APPROVED [UNANIMOUS]</th>
</tr>
</thead>
<tbody>
<tr>
<td>MOVER:</td>
<td>Amy L Grant, District 4</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Janice Anderson, District 5</td>
</tr>
<tr>
<td>AYES:</td>
<td>Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay</td>
</tr>
<tr>
<td>ABSENT:</td>
<td>Paul Fichtner, Martin Tully</td>
</tr>
</tbody>
</table>
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**
This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 20, 2018</td>
<td>$54,000.00</td>
<td>DECEMBER 31, 2018</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>02/21/2018 10:32 AM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>02/21/2018 11:03 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/22/2018 8:17 AM</td>
</tr>
<tr>
<td>Donald Carlsen</td>
<td>Completed</td>
<td>02/22/2018 9:05 AM</td>
</tr>
<tr>
<td>Wendi Wagner</td>
<td>Completed</td>
<td>02/22/2018 9:10 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>03/01/2018 12:30 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>03/01/2018 12:59 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>03/01/2018 1:06 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>03/02/2018 9:59 AM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed</td>
<td>03/06/2018 7:30 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Completed</td>
<td>03/13/2018 8:00 AM</td>
</tr>
<tr>
<td>Technology Committee</td>
<td>Completed</td>
<td>03/13/2018 9:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>03/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions. Attach Required Vendor Ethics Disclosure Statement.

<table>
<thead>
<tr>
<th>Vendor: Azteca Systems</th>
<th>Vendor #: 27385</th>
<th>Contract Term:</th>
<th>Contract Total: $54,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: SHUNN</td>
<td>Phone: 6676</td>
<td>Assigned: Stormwater Committee: Management</td>
</tr>
</tbody>
</table>

### Description of Procurement/Scope of Work/Background

Azteca Systems will provide the services for a jumpstart implementation of the Cityworks Server. This will ensure Stormwater Management can create service requests and work orders for better asset management.

### Reason for Procurement

Stormwater Management has recognized that assets put in place in the 1990's are aging, as part of the budget the department forecasts capital repair expenditures and capital asset maintenance costs for future years. This contract will enhance the asset management forecasting ability.

### FUNDING SOURCE

- [X] Procurement budgeted for (FY and budget code(s)): 1600-3000-53090
- [ ] Budget Transfer (Date) Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [X] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

### PREPARED BY AND APPROVAL(S) (Initials Only)

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>SHUNN</th>
<th>Feb 20, 2018</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recommended for Approval</td>
<td>Date</td>
<td>2-20-18</td>
<td>2-25-18</td>
</tr>
<tr>
<td>It Approval, if required</td>
<td>Date</td>
<td></td>
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</tbody>
</table>

### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>3-1-18</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
<th>Chairman's Office (Decision Memos Over $25,000)</th>
<th>Date</th>
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<tbody>
<tr>
<td>Date</td>
<td>3-1-18</td>
<td>Date</td>
<td>3-2-18</td>
</tr>
</tbody>
</table>

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 150

Rev 1.8
03/14/17
Requesting Department: Stormwater Management
Department Contact: SHUNN
Contact Email: sarah.hunn@dupageco.org
Contact Phone: 6676
Vendor Name: Azteca Systems

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

Staff requests approval of the new contract with Azteca Systems for implementation of Cityworks Software for Stormwater Asset Management for the amount of $54,000.

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

Stormwater Management has recognized that many of the department’s assets are 20 to 30 years old. As part of the annual budget the department forecasts capital repair expenditures and capital asset maintenance costs for future years. This contract will enhance the asset management forecasting ability.

Strategic Impact
Financial Planning
Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.

This asset management database will be designed specifically around stormwater management’s assets and financial tracking needs. This will assist the department in accurately predicting maintenance and repair cost for the department’s annual budget preparation and presentation.

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

Utilized the professional service selection process for Other Professional Services as outlined in the procurement manual.

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

Staff recommends the approval of this contract which will reduce staff time and burden for tracking and managing capital assets. If the contract is not approved, staff can utilize the existing software, which has not built to incorporate all of the department’s needs. If the department does not track the maintenance and repairs to the capital assets, prediction of repairs and replacements can be inaccurate.

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.

FY18-1600-3000-53090 $54,000
**Purchase Requisition**
**Procurement Services Division**

**Send Purchase Order To:**
Vendor: Azteca Systems  
Vendor #: 27385  
Dept: Stormwater Management  
Attn:  
Email:  
Address: 2021 S. 18th Ave.  
City: West Bend  
State: WI  
Zip: 53095  
Phone:  
Fax:  

**Send Invoices To:**
Dept: Stormwater Management  
Attn: Alicia Favela  
Email: alicia.favela@dupageco.org  
Address: 421 N. County Farm Rd.  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6698  
Fax: 630-407-6701  

**Send Payments To:**
Vendor: Azteca Systems  
Vendor #: 27385  
Attn: Sarah Hunn  
Email: Sarah.hunn@dupageco.org  
Address: 2021 S. 18th Ave.  
City: West Bend  
State: WI  
Zip: 53095  
Phone:  
Fax:  

**Ship To:**
Dept: Stormwater Management  
Attn: Alicia Favela  
Email: alicia.favela@dupageco.org  
Address: 421 N. County Farm Rd.  
City: Wheaton  
State: IL  
Zip: 60187  
Phone: 630-407-6676  
Fax: 630-407-6701  

**Payment Terms**
PER 50 ILCS 505/1  
F.O.B.  
PO 20 Delivery Date  
Requisitioner

**Use for**
PO25 only  
PO25 only  
PO25 only  
PO25 only  
PO25 only  
PO25 only  
PO25 only

**Contract Administrator**
Alicia Favela  
Mar 14, 2018  
Dec 31, 2018  
PO25 only

**PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>This contract is for Professional asset management software services for the period of March 13, 2016 through December 31, 2018.</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53090</td>
<td></td>
<td></td>
<td>54,000.00</td>
<td>54,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $54,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND AZTECA SYSTEMS, LLC
FOR ASSET MANAGEMENT SOFTWARE IMPLEMENTATION SERVICES

This Implementation Service Agreement ("AGREEMENT"), is made this _____
day of March, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with
offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the
COUNTY) and AZTECA SYSTEMS, LLC (Azteca Systems) licensed to do business in
the State of Illinois, with offices at 2021 S. 18th Ave. #102 West Bend, WI 53095;
(hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT
are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage
("COUNTY") authority to regulate development in regards to stormwater runoff and to
enter into agreements for the purposes of stormwater management (Illinois Compiled
Statutes, Chapter 55, paragraphs 5/5-15001 et. seq.); and

WHEREAS, the COUNTY requires professional software implementation services
for Cityworks asset management software; and

WHEREAS, Azteca Systems ("CONSULTANT") has experience and expertise in
this area and is in the business of providing such software implementation services and is
willing to perform the required services for an amount not to exceed fifty four thousand dollars ($54,000.00); 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 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.

1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its vendors provide services hereunder.

2.4 When any work, assignments or services are required to be performed by professionals, such matters shall be performed and, or, supervised by
individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of the Stormwater Management Department, (hereinafter referred to as the "DEPARTMENT"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

4.1 The prior written approval of the COUNTY, through the person designated in Paragraph 3.1 above, shall be required before CONSULTANT hires any party to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.

4.2 The CONSULTANT shall supervise all vendors hired by the CONSULTANT, and the CONSULTANT shall be solely responsible for any and all work performed by said vendors in the same manner and with the same liability as if the vendors’ work was performed by the CONSULTANT.

4.3 The CONSULTANT shall require any vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that said vendor also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every vendor hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, and hold harmless the COUNTY (and the
COUNTY’S officials, officers, employees, and agents) to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within fifteen (15) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by December 31, 2018, unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT’S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DIRECTOR directs, any deliverables generated by the CONSULTANT in its performance of this AGREEMENT.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall only pay the CONSULTANT for “on-call” services when such services have been ordered by the COUNTY in writing. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed fifty four thousand dollars ($54,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would
cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may not charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY shall pay CONSULTANT in accordance with the Schedule of Fees attached and incorporated hereto as Exhibit “C.” The CONSULTANT may periodically invoice the COUNTY for partial fee payments as work progresses. The CONSULTANT shall invoice the COUNTY and the COUNTY shall pay the CONSULTANT based on the percentage of the work satisfactorily completed for each particular work item or assignment. Partial fee payments shall be proportionate to the percentage of work satisfactorily completed during each invoice period.

7.4 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than weekly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.5 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than three percent (3%) of the total contract sum to ensure CONSULTANT’s full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.6 Following the CONSULTANT’s satisfactory completion of all work specified in Exhibit “A,” and upon receipt, review and acceptance of any deliverables, the COUNTY shall make its final payment to the
CONSULTANT, including payment of any retainage held back pursuant to Paragraph 7.6 above.

7.7 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

7.8 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT’S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and one million dollars ($1,000,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars ($2,000,000.00) aggregate; including limits of not less than one million dollars ($1,000,000.00) per
occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o DIRECTOR, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o DIRECTOR its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.e **Errors & Omission Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of three (3) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT’S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept
and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require that any of its vendors performing work under this AGREEMENT, including anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT, to maintain the same insurance required of the CONSULTANT, and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis in the same coverage types and same coverage amounts as the CONSULTANT is required to maintain per Section 8.0. The CONSULTANT shall keep on file evidence of its vendors’ insurance coverage at all times and shall produce same to the COUNTY upon demand.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”
9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or directly connected with, the CONSULTANT'S, or its vendor’s, negligent or willful misconduct, errors or omissions in its, or their, performance under this AGREEMENT.

9.2 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, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services, and its
vendors’, shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or
12.0 RESERVED

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which
would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

15.1 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:

(a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on December 31, 2018, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before December, 2018.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION
16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

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

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

17.3 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.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing which assignment shall not be unreasonably withheld.
19.0 SEVERABILITY.

19.1 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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

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

20.2 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.

21.0 NOTICES.

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

Cityworks-Azteca Systems
2021 S. 18th Ave. #102
West Bend, WI 53095
ATTN: David Horton

With an additional copy to:
Azteca Systems, LLC
11075 South State, Suite 24
Sandy, Utah 84070
ATTN: Daniel O. Duffin

DuPage County Department of Stormwater Management.
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Anthony Charlton, Director

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by
facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

22.1 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.

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 The CONSULTANT’s key personnel specified in the AGREEMENT (Project Director David Horton, and other Professional Services staff deemed appropriate to be assigned based on staff availability (resumes previously provided in SOI) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance
written notification of the substitution to the COUNTY. Such written notification shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

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

COUNTY OF DUPAGE

BY: _________________________
DANIEL J. CRONIN

Azteca Systems, LLC

BY: _________________________
Brian L. Haslam

ATTEST:

BY: ___________________________
PAUL HINDS, COUNTY CLERK

ATTEST:

BY: ___________________________
NAME:
TITLE:
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the services of Azteca Systems for Cityworks asset management database configuration. (Software is licensed under a separate software license agreement).

Task 1 - Evaluation:
The organization's geodatabase and Cityworks AMS database will be delivered to Azteca. Azteca will evaluate/verify the existing configuration in Server AMS as well as the enterprise geodatabase and identify any changes needed to the configuration. Changes will be performed by the organization under the direction of Azteca.

Task 2 - On-Site Workflow Review Meeting (3 days):
An on-site kickoff meeting will be held to collect all the information about the organization's workflows that will be input into Cityworks. Configuration to include: up to 90 work order, 90 service requests, and 15 custom inspection types for one domain with up to 5 security groups. Configuration also includes employee, material, equipment lists and basic print templates. Cityworks provides an intuitive and robust ad-hoc reporting engine, and preconfigured reports are available on mycityworks.com. Should the organization desire customized reports, a separate quote will be provided. The organization shall configure/provide the map services that will be used in conjunction with Cityworks. Note: Requires Esri 10.1 SP1, 10.2, 10.2.1, 10.2.2, 10.3, 10.3.1, 10.4, or 10.4.1

Task 3 - Initial Cityworks Database Configuration (Azteca's offices):
Azteca will configure the Cityworks database with the work order, service request, and custom inspection types collected in the Workflow meeting. This task will take place at Azteca’s offices.

Task 4 - On-site Installation and Review of Configured Database (1 day):
Azteca will install and provide the organization with a review of the configured database. If the organization desires changes, they can be made on the spot. If the effort to make additional changes exceeds the time for allocated for this task, hours from task 7 will be used. [NOTE: This task to be combined with Task 5.]

Task 5 - On-site Admin User Training (2 days):
Azteca will supply 1 trainer to conduct Designer and Server AMS Admin Training to the organization's Administrators. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Class size to be no more than 6 students plus the instructor. Additional students not allowed.
Task 6 - On-site End User Training (4 days):
Azteca will supply 1 trainer to conduct "train-the-trainer" style training. The organization will need to identify who will be trained. The organization will provide the training facility including computers and a high-resolution computer screen projector. Coming into training, the users will need to possess basic functional knowledge of Personal Computers. Class size to be no more than 6 students plus the instructor. Additional students not allowed.

Task 7 - Up to 20 ad-hoc remote hours:
Provided during or after the implementation as needed to answer any questions or to supply support on technical implementation matters.
EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract.

None
EXHIBIT C
SCHEDULE OF FEES

The CONSULATNT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of fees.

<table>
<thead>
<tr>
<th>Core Implementation – firm fixed fees:</th>
<th>Qty</th>
<th>Unit</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Evaluation</td>
<td>1</td>
<td>4,000.00</td>
<td>4,000.00</td>
</tr>
<tr>
<td>2 On-site Workflow Review Meeting (3 days)</td>
<td>3</td>
<td>2,200.00</td>
<td>6,600.00</td>
</tr>
<tr>
<td>3 Initial Cityworks Database Configuration</td>
<td>1</td>
<td>24,000.00</td>
<td>24,000.00</td>
</tr>
<tr>
<td>4 On-site Installation and Review of Configured Database (1 day)</td>
<td>1</td>
<td>2,200.00</td>
<td>2,200.00</td>
</tr>
<tr>
<td>5 On-site Admin User Training (2 days)</td>
<td>2</td>
<td>2,200.00</td>
<td>4,400.00</td>
</tr>
<tr>
<td>6 On-site End User Training (4 days)</td>
<td>4</td>
<td>2,200.00</td>
<td>8,800.00</td>
</tr>
<tr>
<td>7 Up to 20 ad-hoc remote hours</td>
<td>20</td>
<td>200.00</td>
<td>4,000.00</td>
</tr>
</tbody>
</table>

Total Core Implementation: 54,000.00

*Notes:
1. The County shall provide all 3rd party software required for this implementation.
2. The County shall provide all hardware needed to support this implementation.
3. Installation, configuration, deployment and management of all 3rd party software and hardware associated with this effort is the responsibility of the County.
4. Tasks are invoiced upon completion. Payment of invoices shall be made in accordance with the Illinois Prompt Payment Act.
# Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Azteca Systems LLC</th>
<th>Contact Phone: 801-523-2751</th>
<th>Company Contact: David Horton</th>
<th>Contact Email: <a href="mailto:dhorton@cityworks.com">dhorton@cityworks.com</a></th>
</tr>
</thead>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at: [http://www.dupageco.org/CountyBoard/Policies/](http://www.dupageco.org/CountyBoard/Policies/)

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

Authorized Signature: [Signature]

Printed Name: David Horton

Title: Sr. Project Manager

Date: Feb 20, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
REQUISITION 25K AND OVER
SM-P-0066-18

AWARDING RESOLUTION
ISSUED TO RUSSO POWER EQUIPMENT
FOR THE PURCHASE OF MAINTENANCE EQUIPMENT
TO MAINTAIN PROPERTY AND FLOOD CONTROL FACILITIES
CONTRACT AMOUNT $28,652.00

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, other than the lowest most responsible bidder for the specified equipment has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract of a contract purchase order to Russo Power Equipment for the purchase of maintenance equipment to maintain property and flood control facilities.

NOW, THEREFORE, BE IT RESOLVED that County requisition, covering said for the purchase of maintenance equipment for the period of March 13, 2018 through November 30, 2018 for the Stormwater Management Department, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Russo Power Equipment, 1636 North Aurora Road, Naperville, Illinois 60563 for the total contract amount of $28,652.00.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Nunzio Pulice, Wood Dale Mayor (1)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
**PROCUREMENT REVIEW CHECKLIST REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>February 15, 2018</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>$28,652.00</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

<table>
<thead>
<tr>
<th>Decision Memo Required</th>
<th>Other Than Lowest Responsive, Responsible Solicitation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed 02/15/2018 1:52 PM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed 02/15/2018 2:26 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 02/20/2018 9:52 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed 02/28/2018 7:30 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed 03/01/2018 9:52 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed 03/01/2018 12:47 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 03/02/2018 10:15 AM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed 03/06/2018 7:30 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Completed 03/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed 03/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Russo Power Equipment</th>
<th>Contract Term: FY18</th>
<th>Contract Total: $28,652.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Shunn</td>
<td>Phone: 6676</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description of Scope of Work/</td>
<td>Furnish and deliver one (1) toro dingo TX1000 and one (1) Erskine Mini Stump Grinder for a Stormwater Management</td>
<td></td>
</tr>
<tr>
<td>Background</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Procurement</td>
<td>Stormwater Management budgeted for equipment purchase in the FY18 budget to utilize at county owned properties and for maintenance of flood control facilities.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FUNDING SOURCE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DECISION MEMO NOT REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>LOWEST RESPONSIBLE QUOTE # or BID #</td>
</tr>
<tr>
<td>RENEWAL, Enter Bid #</td>
</tr>
<tr>
<td>SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5)</td>
</tr>
<tr>
<td>PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00</td>
</tr>
<tr>
<td>PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DECISION MEMO REQUIRED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS23)</td>
</tr>
<tr>
<td>EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)</td>
</tr>
<tr>
<td>RENEWAL OF RFP #</td>
</tr>
<tr>
<td>PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)</td>
</tr>
<tr>
<td>OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)</td>
</tr>
<tr>
<td>REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)</td>
</tr>
<tr>
<td>OTHER THAN LOWEST RESPONSIBLE, BID # 18-032-LG</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>PREPARED BY AND APPROVAL(S) (Initials Only)</th>
</tr>
</thead>
<tbody>
<tr>
<td>SHUNN</td>
</tr>
<tr>
<td>Prepared By</td>
</tr>
<tr>
<td>REVIEWED BY (Initials Only)</td>
</tr>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Chief Financial Officer</td>
</tr>
</tbody>
</table>

Form optimized for Acrobat and Adobe Reader version 9 or later.
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: Feb 15, 2018
MinuteTraq (IQM2) ID #: 12021
Department Requisition #: ____________

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

Approve purchase of one (1) Toro Dingo TX 1000 and one (1) Erskine Mini Stump Grinder for an amount not to exceed $28,652.00

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

Stormwater Management budgeted for the purchase of maintenance equipment for FY18, this equipment will be used to for maintain county owned property and flood control facilities.

Strategic Impact

Customer Service

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

Stormwater Management will be able to better maintain county owned properties and flood control facilities with this equipment and as it is a fairly unique piece of equipment we will also be able to utilize it to assist other communities as necessary.

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

Bid No 18-032-LG-Equipment for Stormwater

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

The selected vendor was the lowest responsible bid for the item specified, however there was an alternative submitted by another vendor. Staff reviewed the specifications for each piece of equipment and has determined that the original items specified will better fit the needs of the department and will be safer for the maintenance crew to use for stormwater applications.

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.

FY18 1600-3000-54110
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVISE

Updated 2/26/2018

Bid #18-032-LG
Equipment for StormWater
Bid Opening Date: 2/14/2018
1:30 P.M.

<table>
<thead>
<tr>
<th>Responsible Bids:</th>
<th>Toro Dingo Grand Total</th>
<th>Branch Manager 56&quot; Mini Grapple</th>
<th>Erskine Mini Stump Grinder Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Martin Implement Sales</td>
<td>$24,857.00</td>
<td>$4,176.00</td>
<td>$4,681.00</td>
</tr>
<tr>
<td>Atlas Companies</td>
<td>Non responsive*</td>
<td>$4,950.00</td>
<td>$4,141.00**</td>
</tr>
<tr>
<td>Russo Power Equipment</td>
<td>$24,000.00</td>
<td>$4,260.00</td>
<td>$4,652.00</td>
</tr>
</tbody>
</table>

*Alternative bid did not meet specifications
**Alternative bid

Bid opening attended by:

Sarah Hunn, Stormwater Manager
Glenda Vasak, DuPage County Buyer
Larry Gammel, DuPage County Buyer
Dave Prinzi, Russo Power
Dave Wawrzyniec, Martin Implement Sales

Invitations Sent: 46
Potential Bidders Requesting Bid Documents: 19
Total Bid Responses Received: 3
**Purchase Requisition**

**Procurement Services Division**

**Date:** Feb 15, 2018  
**MinuteTraq (IQM2) ID #:** 12021  
**Department Req #:** 16001  
**RFP, Bid or Quote #:** 18-032

### Send Purchase Order To:
- **Vendor:** Russo Power Equipment  
  **Vendor #:** 12422  
  **Attn:** David Prinzi  
  **Email:** dprinzi@russopower.com  
  **Address:** 1636 North Aurora Rd.  
  **City:** Naperville  
  **State:** IL  
  **Zip:** 60563  
  **Phone:** (630) 219-2440

### Send Invoices To:
- **Dept:** Stormwater Management  
  **Attn:** Alicia Favela  
  **Email:** alicia.favela@dupageco.org  
  **Address:** 421 N. County Farm Rd.  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** (630) 407-6698  
  **Fax:** (630) 407-6701

### Send Payments To:
- **Vendor:** Russo Power Equipment  
  **Vendor #:** 12422  
  **Attn:** David Prinzi  
  **Email:** dprinzi@russopower.com  
  **Address:** 1636 North Aurora Rd.  
  **City:** Naperville  
  **State:** IL  
  **Zip:** 60563  
  **Phone:** (630) 219-2440

### Ship To:
- **Dept:** Stormwater Management  
  **Attn:** Sarah Hunn  
  **Email:** sarah.hunn@dupageco.org  
  **Address:** 421 N. County Farm Rd.  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** (630) 407-6676  
  **Fax:** (630) 407-6701

### Payment Terms
- **F.O.B.**  
  **PO 20 Delivery Date:** Requisitioner  
  **PER 50 ILCS 505/1**  
  **Destination**

### Use for
- **Contract Administrator**  
  **Contract Start Date:** Mar 13, 2018
- **Contract End Date:** Nov 30, 2018
- **PO25 only**

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This Contract is to Furnish and deliver one (1) Toro Dingo TX1000 and one (1) Erskine Mini Stump Grinfer for Stormwater Management.</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td></td>
<td>28,652.00</td>
<td>28,652.00</td>
</tr>
</tbody>
</table>

### Requisition Total $28,652.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
**REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT**

**Required Vendor Ethics Disclosure Statement**

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

<table>
<thead>
<tr>
<th>Company Name: Russo Power Equipment</th>
<th>Company Contact: David Princi</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-244-3446</td>
<td>Contact Email: <a href="mailto:dp@russpower.com">dp@russpower.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwritings counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>NONE (check here) - If no contributions have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Recipient</strong></td>
</tr>
<tr>
<td>X</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>NONE (check here) - If no contacts have been made</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</strong></td>
</tr>
<tr>
<td>X</td>
</tr>
<tr>
<td></td>
</tr>
</tbody>
</table>

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

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

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

**Authorized Signature**

**Printed Name**

**Title**

**Date**

2/14/2018

Attach additional sheets if necessary. Sign each sheet and number each page.

Page 22 of 27

County of DuPage, Illinois Bid # 18-032-LG

Packet Pg. 180
 Awarding Resolution

Issued to Currie Motors Frankfurt, Inc.

To Furnish one (1) 2018 Ford Transit 250 Van

For Stormwater Management

(Contract Total Amount: $27,759.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when such purchases were made by competitive selection as provided in Section 4 of the Act; and

WHEREAS, the Northwest Municipal Conference (NWMC), a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of one (1) 2018 Ford Transit 250 van through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract purchase order to Currie Motors Frankfort, Inc., to furnish one (1) 2018 Ford Transit 250 van, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish one (1) 2018 Ford Transit 250 van, for Stormwater, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Currie Motors Frankfort, Inc., 9423 W. Lincoln Highway, Frankfort, IL 60423, for a total contract amount not to exceed $27,759.00.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

______________________________
Daniel J. Cronin, Chairman
Du Page County Board

Attest: _______________________________
Paul Hinds, County Clerk

RESULT: APPROVED [UNANIMOUS]
MOVER: Sean T Noonan, District 2
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
PROCUREMENT REVIEW CHECKLIST
REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>February 15, 2018</td>
</tr>
<tr>
<td>Contract Total Amount</td>
</tr>
<tr>
<td>$27,759.00</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Per Cooperative Agreement

<table>
<thead>
<tr>
<th>Name</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed 02/15/2018 9:14 AM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed 02/15/2018 11:30 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 02/22/2018 7:43 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed 03/02/2018 8:49 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed 03/02/2018 8:50 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed 03/02/2018 9:28 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed 03/02/2018 12:39 PM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed 03/06/2018 7:30 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Completed 03/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed 03/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
DIVISION OF TRANSPORTATION

MEMORANDUM

To: Anthony Charlton, Director of Stormwater Management

CC: Christopher C. Snyder, Director of Transportation/County Engineer
    Michael Tuman, Assistant County Engineer
    Sarah Hunn - Chief Engineer

From: Joseph Bechtold, Fleet Maintenance Supervisor

Date: 02/13/18

Re: FY2018 Vehicle Replacements

The DuPage County vehicle replacement policy requires that a vehicle be in service at least 12 years and/or have a minimum of 150,000 miles as well as a mechanic’s assessment before it can be considered for replacement. Vehicles to be replaced based on the mileage criteria have the mileage projected by the average annual mileage in previous years. The mechanic’s assessment is a comprehensive vehicle inspection of the drive train, engine, transmission, differential, steering and suspension, body condition and finish and interior condition of the vehicle.

Vehicles to be replaced are separated into three categories. The first is a trade-down to a department that can use the vehicle on a less frequent basis or for use within close proximity to the County Complex. The second category is for vehicles that will be sold at auction or traded on the purchase of a new vehicle. The third category is vehicles to be junked for scrap. This category is generally reserved for vehicles that were in an accident and the cost to repair the vehicle exceeds the value of the vehicle or there is a major mechanical problem such as a blown engine, transmission, etc. in which the cost to make the vehicle drivable would be cost prohibitive.

Based on the DuPage County vehicle replacement policy the D.O.T. Fleet Maintenance staff recommends that the following vehicles in your department be replaced:

<table>
<thead>
<tr>
<th>Veh</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Usage</th>
<th>Mileage</th>
<th>Mechanics Assessment Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWM-42</td>
<td>2002</td>
<td>Ford</td>
<td>Explorer</td>
<td>S.U.V.</td>
<td>103,941</td>
<td>Category #2-Trade-in</td>
</tr>
</tbody>
</table>

In discussing the vehicle replacement needs of your department, it is recommended that the above vehicles be replaced with a 2018 Ford Transit-250 Van, per the Suburban Purchasing Co-op contract #150. With the current vehicle being traded in to offset purchase price.

Attached for your completion and processing are the necessary procurement forms and back up documentation. Forms will also be sent electronically for ease of completion. Please contact me at 630-407-6931 if you have any questions.
Procurement Review Checklist
Procurement Services Division

Date: Feb 12, 2018

Vendor: Currie Motors Frankfort Inc.
Vendor #: 12434
Dept: Stormwater Management
Contract Term: FY2018
Contract Total: $27,759.00

Description of Procurement/Scope of Work/Background:
Furnish and deliver (1) 2018 Ford Transit-250 Van, for the Stormwater Management dept.

Reason for Procurement:
The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. Replacing SWM-42 (2002 Ford Explorer).

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 18-1600-3000-54120
☐ Budget Transfer (Date) __________________________ Add'l Information

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # ________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ________________________  ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (a) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☒ Per Coop (DPC4-107) select one below

☐ NWMC Northwest Municipal Conference/SPC # 150
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

SHUNN
Feb 15, 2018
Prepared By
Recommended for Approval
2-15-18
IT Approval, if required
Date
 Date

REVIEWED BY (Initials Only)

Buyer
2-20-18
Date
Procurement Officer
2-20-18
Date
Chief Financial Officer (Decision Memos Over $25,000)
Date
Chairman's Office (Decision Memos Over $25,000)
Date

Packet Pg. 184
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: Feb 12, 2018
MinuteTraq (IQM2) ID #: 12017
Department Requisition #: 18-1500-27

Requesting Department: Stormwater Management/DOT
Contact Email: joseph.bechtold@dupageco.org
Vendor Name: Currie Motors Frankfort, Inc.

Department Contact: Joe Bechtold (DOT Fleet Maintenance)
Contact Phone: 630-407-6931
Vendor #: 12434

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

Recommendation for the approval for the purchase of a 2018 Ford Transit 250 van to be used by the Stormwater Division thru the Suburban Purchasing Cooperative Contract # 150 in the amount of $27,759.00

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

Stormwater investigated pricing from multiple sources including local vendors and other cooperative purchasing agreements and received quotes. The SPC Contract #150 was the lowest responsible quote for the new Ford Transit van.

Strategic Impact

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

This vehicle purchase is necessary to transport water quality staff and their laboratory equipment to outfalls and other areas where monitoring and testing of stormwater is required. Utilizing a van as a mobile laboratory will save staff time and decrease response time for hazardous spill response.

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

The Procurement Division investigated pricing from both SPC and NJPA to determine the lowest cost per the cooperative purchasing agreements, CMS does not offer this specific vehicle. The SPC Contract #150 was the lowest responsible quote for the new Ford Transit van.

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

1) Staff recommends securing a contract to purchase a Ford Transit Van 250 through the SPC Contract #150. Recommended due to this price being the lowest over all other sources.
2) The second option includes going out to bid, however this is not recommended.

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.

$27,759.00 will be removed from line 1600-3000-54120
Please enter the following:

Titling Information:
DuPage County
421 N. County Farm Rd.
Wheaton, IL 60187

Contact Name
Joe Bechtold

Phone Number
630-407-6931

Purchase Order Number

Fleet Identification Number
QB382

Tax Exempt Number
E9997-4551-07

Total Dollar Amount
$27,759.00

Total Number of Units
One

Delivery Address
180 N. County Farm Rd.
Wheaton, IL 60187

*Orders Require Signed Original Purchase Order and Tax Exempt Letter

Currie Motors Fleet
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan Curriefleet@gmail.com
Kristen De La Riva Fleetcurrie@gmail.com

*Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order

Good Thru: Sept 14, 2018
Contract #150
August 18, 2017

Currie Motors
Mr. Thomas Sullivan
9423 W. Lincoln Hwy.
Frankfort, IL 60423

Dear Mr. Sullivan

This letter is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the second of three (3) possible one-year contract extensions on SPC Contract #150 for the 2018 Ford Full Sized Van Plus Option Packages and Other Options to Currie Motors, Frankfort IL, and requests a rollover from Ford Motor Company.

With acceptance of this contract extension, Currie Motors, Frankfort, IL, agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors, Frankfort, IL, will handle all billing. Each vehicle purchased will be assessed a $120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors, Frankfort, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention. The duration of the contract is September 15, 2017 through September 14, 2018. The SPC reserves the right to extend this contract for up one additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

Name: Ellen Dayan Date 08/16/2017
Northwest Municipal Conference

Signature on File
2018 Ford Transit Full Sized Van
Contract# 150

Currie Motors Fleet
GOOD THRU: SEPT 14 2018

Good Thru: Sept 14, 2018
Contract #150
Customer Proposal

Prepared for:
County Of Du Page

Prepared by:
THOMAS SULLIVAN
Office: 708-479-1100

Date: 01/24/2018
Vehicle: 2018 Transit-250 Base
Medium Roof Cargo Van 129.9" WB
Major Equipment

(Based on selected options, shown at right)

3.7L V-6 DOHC w/SMPI 275hp
6 speed automatic w/OD

* 4-wheel ABS
* Traction control
* Battery with run down protection
* Air conditioning
* AM/FM stereo with seek-scan, single in-dash CD player, MP3 decoder, external memory control
* Daytime running
* Variable intermittent wipers
* Dual front airbags w/pasenger cancel
* Airbag occupancy sensor
* Tachometer
* Heated reclining front bucket seats
* Audio control on steering wheel
* Rear axle capacity: 5515 lbs.
* Rear spring rating: 5515 lbs.

Selected Options

STANDARD VEHICLE PRICE $33,705.00
Order Code 101A N/C
Transmission: 6-Speed Automatic w/OD & SelectShift Included
3.73 Axle Ratio Included
GVWR: 9,000 lbs Included
Tires: 235/65R16C AS BSW Included
Wheels: 16" Steel w/Black Center Hubcap Included
Monotone Paint Application STD
130" Wheelbase STD
Driver & Passenger Side Thorax Airbags Included
Safety Canopy Side-Curtain Airbags Included
4 Front Speakers Included
Oxford White N/C
E-85 Flex-Fuel Capable (Fleet) $150.00
Engine: 3.7L Ti-VCT V6 w/8F (Fleet) N/C
Daytime Running Lights $45.00
Reverse Sensing System $295.00
Short-Arm Hid Power-Folding Mirrors w/Turn Signals $225.00
Extended Length Running Boards $655.00
Vinyl Sun Visors $75.00

Exterior: Oxford White
Interior: Charcoal

* Brake assistance
* LT 235/65R16 C BSW AS S-rated tires
* Advance Trac w/Roll Stability Control
* Tinted glass
* Bluetooth wireless streaming

* Dual power remote heated mirrors
* 16 x 7 steel wheels
* Driver and front passenger seat mounted side airbags
* Rear window defroster
* Message Center
* Running boards
* Front axle capacity: 4130 lbs.
* Front spring rating: 4130 lbs.

Fuel Economy

City N/A
Hwy N/A

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Os Page
By: THOMAS SULLIVAN Date: 01/24/2018
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>R-001</td>
<td>Rust Proofing and Sound Shield</td>
<td>$395.00</td>
</tr>
<tr>
<td>L-0011</td>
<td>4-Corner LED Strobes</td>
<td>$895.00</td>
</tr>
</tbody>
</table>

**SUBTOTAL**                      $39,368.00  
**Destination Charge**            $1,395.00  
**TOTAL**                          $40,763.00

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See sales person for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  Date: 01/24/2018
# Warranty - Standard Equipment & Specs

## Warranty

<table>
<thead>
<tr>
<th>Type</th>
<th>Distance</th>
<th>Months</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>36000</td>
<td>Months</td>
<td>36 months</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td>60000</td>
<td>Months</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Corrosion Perforation</strong></td>
<td>Unlimited</td>
<td>Months</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Roadside Assistance</strong></td>
<td>60000</td>
<td>Months</td>
<td>60 months</td>
</tr>
</tbody>
</table>

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  
Date: 01/24/2018
Pricing - Single Vehicle

Vehicle Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$33,705.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$3,275.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$2,388.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$1,395.00</td>
</tr>
</tbody>
</table>

Subtotal: $40,763.00

Pre-Tax Adjustments

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Discount thru the NWMC Contract</td>
<td>-$12,304.00</td>
</tr>
<tr>
<td>2002 Ford Explorer</td>
<td>-$700.00</td>
</tr>
</tbody>
</table>

Total: $27,759.00

---

Customer Signature

Acceptance Date

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  
Date: 01/24/2018
## Purchase Requisition
### Procurement Services Division

### Send Purchase Order To:
- **Vendor:** Currie Motors Frankfort Inc.  
  **Vendor #:** 12434  
  **Attn:** Thomas Sullivan  
  **Email:** thomasfsullivan@msn.com  
  **Address:** 9423 W. Lincoln Hwy  
  **City:** Frankfort  
  **State:** IL  
  **Zip:** 60423  
  **Phone:** 815-464-9200  
  **Fax:** 815-464-7500

### Send Invoices To:
- **Dept:** Stormwater Management  
  **Division:**  
  **Attn:** Kathleen Curcio  
  **Email:** kathy.black@dupageco.org  
  **Address:** 421 N. County Farm Rd.  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-407-6892  
  **Fax:** 630-407-6901

### Send Payments To:
- **Vendor:** Currie Motors  
  **Vendor #:** 12434-P1  
  **Attn:** Thomas Sullivan  
  **Email:** thomasfsullivan@msn.com  
  **Address:** 9423 W. Lincoln Hwy  
  **City:** Frankfort  
  **State:** IL  
  **Zip:** 60423  
  **Phone:** Fax:  
  **Fax:** 815-464-7500

### Ship To:
- **Dept:** D.O.T. Fleet Maintenance  
  **Division:**  
  **Attn:** Joe Bechtold  
  **Email:** joseph.bechtold@dupageco.org  
  **Address:** 180 N. County Farm Rd.  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187  
  **Phone:** 630-407-6931  
  **Fax:** 630-407-6962

### Payment Terms
- **F.O.B.:**  
- **PO 20 Delivery Date:** FY2018  
- **Requisitioner:** Kathleen Curcio

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>2018 Ford Transit-250 Van</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>54120</td>
<td></td>
<td></td>
<td>27,759.00</td>
<td>27,755</td>
</tr>
</tbody>
</table>

**Requisition Total:** $27,759.00

### Header Comments (these comments will appear on the PO20 and PO25 Purchase Order):
FY2018 Vehicle Purchase SWM-42
Trade-In:
SWM-42 2002 Ford Explorer 1FMZU72E02ZA80729

### Special Instructions/Comments to Buyer or Approver (these comments will NOT appear on the Purchase Order):
Per Suburban Purchasing Cooperative Contract #150. Ford Fleet #QB382

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: ____________________________ Date: _____________

Company Name: CURRIE MOTORS FRANKFORT
Company Contact: THOMAS SULLIVAN
Contact Phone: (815) 464-9200
Contact Email: CURRIEFLEET@GMAIL.COM

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, individual services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: ____________________________

Printed Name: THOMAS SULLIVAN

Title: CAM

Date: Jan 23, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ________ of ________ (total number of pages)
AWARDING RESOLUTION
ISSUED TO CURRIE MOTORS FRANKFURT, INC.
TO FURNISH TWO (2) 2018 FORD ESCAPE SE
FOR STORMWATER MANAGEMENT
(CONTRACT TOTAL AMOUNT: $42,790.00)

WHEREAS, Section 2 of the Governmental Joint Purchasing Act authorizes the County of DuPage to jointly purchase personal property, supplies and services jointly with one or more other governmental units when such purchases were made by competitive selection as provided in Section 4 of the Act; and

WHEREAS, the Northwest Municipal Conference (NWMC), a governmental unit as defined by the Governmental Joint Purchasing Act, has let a contract for the purchase of two (2) 2018 Ford Escape SE through a competitive process and has authorized the County to make procurements in accordance with the terms of such contract; and

WHEREAS, the Stormwater Management Planning Committee recommends County Board approval for the issuance of a contract purchase order to Currie Motors Frankfort, Inc., to furnish two (2) 2018 Ford Escape SE, for Stormwater Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said to furnish two (2) 2018 Ford Escape SE, for Stormwater, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Currie Motors Frankfort, Inc., 9423 W. Lincoln Highway, Frankfort, IL 60423, for a total contract amount not to exceed $42,790.00.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: David Brummel, Warrenville Mayor (6)
SECONDER: Greg Hart, District 3
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 15, 2018</td>
<td>$42,790.00</td>
<td></td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required** Per Cooperative Agreement

- Jan Janowicz: Completed 02/15/2018 9:40 AM
- Tony Charlton: Completed 02/15/2018 11:31 AM
- Kathy Ostrowski: Completed 02/22/2018 7:41 AM
- James McGuire: Completed 03/02/2018 8:48 AM
- Paul Rafac: Completed 03/02/2018 8:49 AM
- Tom Cuculich: Completed 03/02/2018 9:29 AM
- Kathy Ostrowski: Completed 03/02/2018 12:26 PM
- Stormwater Management Committee: Completed 03/06/2018 7:30 AM
- Finance Committee: Completed 03/13/2018 8:00 AM
- County Board: Completed 03/13/2018 10:00 AM
MEMORANDUM

To: Anthony Charlton, Director of Stormwater Management

CC: Christopher C. Snyder, Director of Transportation/County Engineer
    Michael Tuman, Assistant County Engineer
    Sarah Hunn - Chief Engineer

From: Joseph Bechtold, Fleet Maintenance Supervisor

Date: 02/13/18

Re: FY2018 Vehicle Replacements

The DuPage County vehicle replacement policy requires that a vehicle be in service at least 12 years
and/or have a minimum of 150,000 miles as well as a mechanic’s assessment before it can be
considered for replacement. Vehicles to be replaced based on the mileage criteria have the mileage
projected by the average annual mileage in previous years. The mechanic’s assessment is a
comprehensive vehicle inspection of the drive train, engine, transmission, differential, steering and
suspension, body condition and finish and interior condition of the vehicle.

Vehicles to be replaced are separated into three categories. The first is a trade-down to a
department that can use the vehicle on a less frequent basis or for use within close proximity to the
County Complex. The second category is for vehicles that will be sold at auction or traded on the
purchase of a new vehicle. The third category is vehicles to be junked for scrap. This category is
generally reserved for vehicles that were in an accident and the cost to repair the vehicle exceeds the
value of the vehicle or there is a major mechanical problem such as a blown engine, transmission, etc.
in which the cost to make the vehicle drivable would be cost prohibitive.

Based on the DuPage County vehicle replacement policy the D.O.T. Fleet Maintenance staff
recommends that the following vehicles in your department be replaced:

<table>
<thead>
<tr>
<th>Veh</th>
<th>Year</th>
<th>Make</th>
<th>Model</th>
<th>Usage</th>
<th>Mileage</th>
<th>Mechanics Assessment Category</th>
</tr>
</thead>
<tbody>
<tr>
<td>SWM-44</td>
<td>2002</td>
<td>Ford</td>
<td>Explorer</td>
<td>S.U.V.</td>
<td>87,429</td>
<td>Category #2-Trade-In</td>
</tr>
<tr>
<td>SWM-50</td>
<td>2002</td>
<td>Ford</td>
<td>Explorer</td>
<td>S.U.V.</td>
<td>95,615</td>
<td>Category #2-Trade-In</td>
</tr>
</tbody>
</table>

In discussing the vehicle replacement needs of your department, it is recommended that the above
vehicles be replaced with 2018 Ford Escape SE 4x4’s, per the Suburban Purchasing Co-op contract #165.
With current vehicles being traded in to offset purchase price.

Attached for your completion and processing are the necessary procurement forms and back up
documentation. Forms will also be sent electronically for ease of completion. Please contact me at
630-407-6931 if you have any questions.
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Currie Motors Frankfort Inc.
Vendor #: 12434
Contract Term: FY2018
Contract Total: $42,790.00
Dept: Stormwater Management
Contact: SHUNN
Phone: 6676
Assigned Committee: Stormwater Management

Description of Procurement/Scope of Work/Background:
Furnish and deliver (2) 2018 Ford Escape SE 4dr 4x4, for the Stormwater Management dept.

Reason for Procurement:
The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. Replacing SWM-44 & SWM-50 (2002 Ford Explorers).

FUNDING SOURCE:

Funding Source:

DEcision Memo Not Required:

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ (Intergovernmental Agreement)
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DEcision Memo Required:

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- Per Coop (DPC4-107) select one below
  - NWMC Northwest Municipal Conference/SPC # 165

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date
Chief Financial Officer (Decision Memos Over $25,000)
Date
Chairman's Office (Decision Memos Over $25,000)
Date

Form Optimized for Acrobat and Adobe Reader Version 9 or Later

Packet Pg. 199
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.

Requesting Department: Stormwater Management/DOT
Department Contact:

Vendor Name: Currie Motors Frankfort, Inc.
Vendor #: 12434

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

Recommendation for the approval for the purchase of 2 2018 Ford Escapes to be used by the Stormwater Division thru the Suburban Purchasing Cooperative Contract # 165 in the amount of $42,790.00

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

The Procurement Division investigated pricing from both SPC and NJPA to determine the lowest cost per the cooperative purchasing agreements. The SPC Contract #165 was the lowest responsible quote for the new 2018 Ford Escape SE. DuDOT has notified Stormwater Management (memo attached) that the previous vehicles were at the end of their service life.

Strategic Impact

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

The purchase of these vehicles is necessary to ensure stormwater staff can complete site inspections for permits, respond to residential inquiries and also to ensure safe transport during flood events. These vehicles will be "pool" vehicles in order to maximize their usage.

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

Fleet Maintenance investigated pricing from multiple sources including a local vendor and other cooperative purchasing agreements. The SPC Contract #165 was the lowest responsible bid for the new Ford Escapes.

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

1) Staff recommends securing a contract to purchase the Ford Escapes through the SPC Contract #165. Recommended due to this price being the lowest over all other sources.
2) The second option includes going out to bid, however this is not recommended.

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.

$42,790.00 will be removed from line 1600-3000-54120
**Send Purchase Order To:**
- Vendor: Currie Motors Frankfort Inc.  
  Vendor #: 12434
- Attn: Thomas Sullivan  
  Email: thomasfsullivan@msn.com
- Address: 9423 W. Lincoln Hwy
- City: Frankfort  
  State: IL  
  Zip: 60423
- Phone: 815-464-9200  
  Fax: 815-464-7500

**Send Invoices To:**
- Dept: Stormwater Management  
  Division:
- Attn: Kathleen Curcio  
  Email: kathy.black@dupageco.org
- Address: 421 N. County Farm Rd.
- City: Wheaton  
  State: IL  
  Zip: 60187
- Phone: 630-407-6892  
  Fax: 630-407-6901

**Send Payments To:**
- Vendor: Currie Motors  
  Vendor #: 12434-P1
- Attn: Thomas Sullivan  
  Email: thomasfsullivan@msn.com
- Address: 9423 W. Lincoln Hwy
- City: Frankfort  
  State: IL  
  Zip: 60423
- Phone: 815-464-9200  
  Fax: 815-464-7500

**Ship To:**
- Dept: D.O.T. Fleet Maintenance  
  Division:
- Attn: Joe Bechtold  
  Email: joseph.bechtold@dupageco.org
- Address: 180 N. County Farm Rd.
- City: Wheaton  
  State: IL  
  Zip: 60187
- Phone: 630-407-6931  
  Fax: 630-407-6962

**Payment Terms:**
- F.O.B.  
  Destination: PER 50 ILCS 505/1  
  PO 20 Delivery Date: FY2018  
  Requisitioner: Kathleen Curcio

**Use for:**
- Contract Administrator
- Contract Start Date
- Contract End Date
- Use for PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>EA</td>
<td>2018 Ford Escape SE 4dr 4x4</td>
<td>2018 Ford Escape SE 4dr 4x4</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>54120</td>
<td>21,395.00</td>
<td>42,790.00</td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $42,790.00

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

FY2018 Vehicle Purchase SWM-44/SWM-50
Trade-In:
SWM-44 2002 Ford Explorer 1FMZU72E72ZA80730
SWM-50 2002 Ford Explorer 1FMZU72E32ZC24130

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):
Per Suburban Purchasing Cooperative Contract #165. Ford Fleet #QB382

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Please enter the following:

<table>
<thead>
<tr>
<th>Titling Information:</th>
<th>DuPage County</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>421 N. County Farm Rd.</td>
</tr>
<tr>
<td></td>
<td>Wheaton, IL 60187</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Name</th>
<th>Joe Bechtold</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone Number</td>
<td>630-407-6931</td>
</tr>
<tr>
<td>Purchase Order Number</td>
<td></td>
</tr>
<tr>
<td>Fleet Identification Number</td>
<td>QB382</td>
</tr>
<tr>
<td>Tax Exempt Number</td>
<td>E9997-4551-07</td>
</tr>
<tr>
<td>Total Dollar Amount</td>
<td>$42,790.00</td>
</tr>
<tr>
<td>Total Number of Units</td>
<td>Two</td>
</tr>
<tr>
<td>Delivery Address</td>
<td>180 N. County Farm Rd.</td>
</tr>
<tr>
<td></td>
<td>Wheaton, IL 60187</td>
</tr>
</tbody>
</table>

*Orders Require Signed Original Purchase Order and Tax Exempt Letter

Currie Motors Fleet
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan Curriefleet@gmail.com
Kristen De La Riva Fleetcurrie@gmail.com

*Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order

Contract # 165
A Joint Purchasing Program
For Local Government Agencies

August 10, 2017

Currie Motors
Mr. Thomas Sullivan
9423 W. Lincoln Hwy.
Frankfort, IL 60423

Dear Mr. Sullivan,

This letter is to request a model year rollover from Ford Motor Company on the Suburban Purchasing Cooperative (SPC) Contract #165 for the Ford Escape with Currie Motors, Frankfort IL., along with the first of three (3) available contract extensions from November 15, 2017 through November 14, 2018.

With acceptance of this contract, Currie Motors, Frankfort IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors, Frankfort, IL will handle all billing. Each vehicle purchased will be assessed a $120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors, Frankfort, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Sincerely,

Ellen Dayan, CPPB
Purchasing Director
Northwest Municipal Conference

Name: Ellen Dayan  Date: 08/10/2017
Northwest Municipal Conference

Name: Thomas Sullivan  Date: 9/25/17
Currie Motors
2018 Ford Escape S Front Wheel Drive
Contract# 165

Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

Order Cut- Off : TBD

find us on
Facebook

Contract # 165
Currie Motors Frankfort Inc
9423 W Lincoln Hwy, Frankfort, Illinois, 604231388
Office: 708-479-1100

Customer Proposal

Prepared for: County Of Du Page

Prepared by: THOMAS SULLIVAN
Office: 708-479-1100

Date: 01/24/2018
Vehicle: 2018 Escape SE
4dr 4x4
### Major Equipment

- EcoBoost 1.5L I-4 DOHC 16V gasolina direct injection 179hp
- 6 speed automatic w/OD
- Auto stop-start feature
- Brake assistance
- Traction control
- Battery with run down protection
- Automatic air conditioning
- Tinted glass
- Wireless streaming
- LED brake lights
- Dual power remote mirrors
- 17 x 7.5 aluminum wheels
- Driver and front passenger seat mounted side airbags
- SecuriLock immobilizer
- Tachometer
- Underseat ducts
- 60-40 folding rear split-bench
- No Boundaries Roof Rack

**Exterior:** Oxford White  
**Interior:** Charcoal Black

### Selected Options

<table>
<thead>
<tr>
<th>Option</th>
<th>MSRP</th>
<th>STC</th>
<th>Included</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD VEHICLE PRICE</td>
<td>$26,955.00</td>
<td>N/C</td>
<td></td>
</tr>
<tr>
<td>Equipment Group 200A</td>
<td>N/C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engine: 1.5L EcoBoost</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Transmission: 6-Speed Automatic w/SelectShift</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>3.51 Axle Ratio</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>GVWR: TBD</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Tires: P235/55R17 A/S BSW</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Wheels: 17&quot; Sparkle Silver-Painted Aluminum</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Heated Unique Cloth Front Bucket Seats</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Monochrome Paint Application</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>106&quot; Wheelbase</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Radio: AM/FM Stereo w/Single-CD/MP3 Player</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>50-State Emissions System</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>SYNC Communications &amp; Entertainment System</td>
<td>N/C</td>
<td></td>
<td>Included</td>
</tr>
<tr>
<td>Oxford White</td>
<td>N/C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Charcoal Black</td>
<td>N/C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Daytime Running Lamps (DRL)</td>
<td>$45.00</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Front &amp; Rear Floor Liners</td>
<td>$125.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SUBTOTAL** $27,125.00  
**Destination Charge** $995.00

---

**City** 22 mpg  
**Hwy** 28 mpg

---

*Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.*

**Prepared for:** County Of DuPage  
**By:** THOMAS SULLIVAN  
**Date:** 01/24/2018
## 2018 Escape, Sport Utility
4dr 4x4 SE(U9G)
Price Level: 81

| TOTAL       | $28,120.00 |

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of DuPage
By: THOMAS SULLIVAN Date: 5/24/2018
### Selected Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>U9G</td>
<td>Base Vehicle Price (U9G)</td>
<td>$26,955.00</td>
</tr>
</tbody>
</table>

### Packages

<table>
<thead>
<tr>
<th>200A</th>
<th>Equipment Group 200A</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Includes:</td>
</tr>
<tr>
<td></td>
<td>- Engine: 1.5L EcoBoost</td>
</tr>
<tr>
<td></td>
<td>- Includes auto start-stop technology.</td>
</tr>
<tr>
<td></td>
<td>- Transmission: 6-Speed Automatic w/SelectShift</td>
</tr>
<tr>
<td></td>
<td>- 3.51 Axle Ratio</td>
</tr>
<tr>
<td></td>
<td>- GVWR: TBD</td>
</tr>
<tr>
<td></td>
<td>- Tires: P235/55R17 A/S BSW</td>
</tr>
<tr>
<td></td>
<td>- Low-Rolling-Resistance, Includes mini spare.</td>
</tr>
<tr>
<td></td>
<td>- Wheels: 17&quot; Sparkle Silver-Painted Aluminum</td>
</tr>
<tr>
<td></td>
<td>- Heated Unique Cloth Front Bucket Seats</td>
</tr>
<tr>
<td></td>
<td>- Includes 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft with manual recline).</td>
</tr>
<tr>
<td></td>
<td>- Radio: AM/FM Stereo w/Single-CD/MP3 Player</td>
</tr>
<tr>
<td></td>
<td>Includes 6 speakers, speed compensated volume and SiriusXM radio with a 6 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at <a href="http://www.siriusxm.com">www.siriusxm.com</a>. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.</td>
</tr>
<tr>
<td></td>
<td>- SYNC Communications &amp; Entertainment System</td>
</tr>
<tr>
<td></td>
<td>Includes enhanced voice recognition communication, 911 Assist, 4.2&quot; LCD screen in center stack, AppLink and '1 smart charging multimedia USB port.</td>
</tr>
</tbody>
</table>

### Powertrain

<table>
<thead>
<tr>
<th>99D</th>
<th>Engine: 1.5L EcoBoost</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Includes auto start-stop technology.</td>
</tr>
<tr>
<td>446</td>
<td>Transmission: 6-Speed Automatic w/SelectShift</td>
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<tr>
<td>STDAX</td>
<td>3.51 Axle Ratio</td>
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<tr>
<td>STDGV</td>
<td>GVWR: TBD</td>
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</table>

### Wheels & Tires

<table>
<thead>
<tr>
<th>STDTR</th>
<th>Tires: P235/55R17 A/S BSW</th>
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<tbody>
<tr>
<td>64N</td>
<td>Wheels: 17&quot; Sparkle Silver-Painted Aluminum</td>
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</table>

### Seats & Seat Trim

<table>
<thead>
<tr>
<th>K</th>
<th>Heated Unique Cloth Front Bucket Seats</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Includes 10-way power driver seat (includes power lumbar and power recline) and 4-way manual front passenger (fore/aft with manual recline).</td>
</tr>
</tbody>
</table>

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  
Date: 01/24/2018
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>106WB</td>
<td>106&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: AM/FM Stereo w/Single-CD/MP3 Player</td>
<td>Included</td>
</tr>
</tbody>
</table>

 SiriusXM service is not available in Alaska and Hawaii.

Includes 6 speakers, speed compensated volume and SiriusXM radio with a 6 month prepaid subscription. Note: SiriusXM audio and data services each require a subscription sold separately, or as a package, by Sirius XM Radio Inc. If you decide to continue service after your trial, the subscription plan you choose will automatically renew thereafter and you will be charged according to your chosen payment method at then-current rates. Fees and taxes apply. To cancel you must call SiriusXM at 1-866-635-2349. See SiriusXM Customer Agreement for complete terms at www.siriusxm.com. All fees and programming subject to change. Sirius, XM and all related marks and logos are trademarks of Sirius XM Radio Inc.

Includes:
- SYNC Communications & Entertainment System
- Includes enhanced voice recognition communication, 911 Assist, 4.2" LCD screen in center stack, AppLink and 1 smart charging multimedia USB port.

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>50C</td>
<td>Front &amp; Rear Floor Liners</td>
<td>$125.00</td>
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</tbody>
</table>

### Fleet Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>942</td>
<td>Daytime Running Lamps (DRL)</td>
<td>$45.00</td>
</tr>
</tbody>
</table>

REQUIRES valid FIN code.

Non-configurable. Replaces the standard Configurable Daytime Running Lamps (DRL).

### Emissions

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>425</td>
<td>50-State Emissions System</td>
<td>STD</td>
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</table>

### Interior Colors

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>KB_01</td>
<td>Charcoal Black</td>
<td>N/C</td>
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</table>

### Primary Colors

<table>
<thead>
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<th>Code</th>
<th>Description</th>
<th>Price</th>
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</thead>
<tbody>
<tr>
<td>YZ_01</td>
<td>Oxford White</td>
<td>N/C</td>
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### Upfit Options

<table>
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<tr>
<th>Code</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>P-01</td>
<td>Municipal Plates/Title-Shipped</td>
<td>$203.00</td>
</tr>
<tr>
<td>R-001</td>
<td>Rust Proofing and Sound Shield</td>
<td>$295.00</td>
</tr>
</tbody>
</table>

### SUBTOTAL

$27,623.00

### Destination Charge

$995.00

### TOTAL

$28,618.00

---

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Prepared for: County Of Du Page
By: THOMAS SULLIVAN Date: 01/24/2018
## Warranty - Standard Equipment & Specs

### Warranty

<table>
<thead>
<tr>
<th></th>
<th>Distance</th>
<th>Months</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>36000 miles</td>
<td>36 months</td>
<td></td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td>60000 miles</td>
<td>60 months</td>
<td></td>
</tr>
<tr>
<td><strong>Corrosion Perforation</strong></td>
<td>Unlimited miles</td>
<td>60 months</td>
<td></td>
</tr>
<tr>
<td><strong>Roadside Assistance</strong></td>
<td>60000 miles</td>
<td>60 months</td>
<td></td>
</tr>
</tbody>
</table>
## Pricing - Single Vehicle

### Vehicle Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$26,955.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$170.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$498.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$995.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$28,618.00</strong></td>
</tr>
</tbody>
</table>

### Pre-Tax Adjustments

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Discount thru the NWMC Contract</td>
<td>-$6,523.00</td>
</tr>
<tr>
<td>2002 Ford Explorer</td>
<td>-$700.00</td>
</tr>
</tbody>
</table>

| Total                        | **SWM-44 $21,395.00** |

---

Customer Signature:  

Acceptance Date:  

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Du Page  
By: THOMAS SULLIVAN  
Date: 01/24/2018
## Pricing - Single Vehicle

### Vehicle Pricing

<table>
<thead>
<tr>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$26,955.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$170.00</td>
</tr>
<tr>
<td>Uplifting</td>
<td>$498.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$995.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$28,618.00</strong></td>
</tr>
</tbody>
</table>

### Pre-Tax Adjustments

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Municipal Discount thru the NWMC Contract</td>
<td>-$6,523.00</td>
</tr>
<tr>
<td>2002 Ford Explorer</td>
<td>-$700.00</td>
</tr>
</tbody>
</table>

### Total

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total</strong></td>
<td><strong>$21,395.00</strong></td>
</tr>
</tbody>
</table>

---

Customer Signature

Acceptance Date

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: County Of Du Page
By: THOMAS SULLIVAN  Date: 01/24/2018
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #: 

Company Name: CURRIE MOTORS FRANKFORT
Contact Phone: (815) 464-9200

Company Contact: THOMAS SULLIVAN
Contact Email: CURRIEFLEET@GMAIL.COM

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

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

<table>
<thead>
<tr>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature [Redacted]

Printed Name THOMAS SULLIVAN

Title CAM

Date Jan 23, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _____ (total number of pages)
AWARDING RESOLUTION
ISSUED TO CONSERVATION LAND STEWARDSHIP LLC
FOR VEGETATION REMOVAL AT THE ELMHURST QUARRY
FLOOD CONTROL FACILITY
(CONTRACT AMOUNT $32,442.76)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Stormwater Management Committee recommends County Board approval for the issuance of a contract purchase order to Conservation Land Stewardship LLC, to furnish all equipment, labor, material, tools and supervision necessary for the construction of gate improvements associated with the Vegetation Removal at the Elmhurst Quarry Flood Control Facility.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, to furnish all equipment, labor, material, tools and supervision necessary for the Vegetation Removal at the Elmhurst Quarry Flood Control Facility project, for Stormwater Management, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Conservation Land Stewardship LLC, 910 S. Riverside Drive, Suite 5, Elmhurst, IL 60126 for the total contract amount not to exceed $32,442.76 per lowest responsible Bid # 18-027-JM.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Nunzio Pulice, Wood Dale Mayor (1)
SECONDER: Amy L Grant, District 4
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

### NEW PURCHASE ORDER REQUEST

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 20, 2018</td>
<td></td>
<td>$32,442.76</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>02/21/2018 10:24 AM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>02/21/2018 11:03 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/22/2018 8:31 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>02/22/2018 12:03 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>02/23/2018 8:27 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/26/2018 8:43 AM</td>
</tr>
<tr>
<td>Stormwater Management Committee</td>
<td>Completed</td>
<td>03/06/2018 7:30 AM</td>
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<tr>
<td>Finance Committee</td>
<td>Completed</td>
<td>03/13/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>03/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Procurement Review Checklist

### Procurement Services Division

This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Jamie Lock</td>
<td>Phone: 630-407-6705</td>
<td>Assigned Committee: Stormwater</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**

$32,442.76 - Vegetation Removal at the Elmhurst Quarry Flood Control Facility, per lowest responsible bid #18-027-JM. Work includes vegetation removal and herbicide placement around the perimeter of this property that is owned and maintained by the Stormwater Management Department.

**Reason for Procurement**

Bid No. 18-027-JM

### FUNDING SOURCE

- [ ] Procurement budgeted for (FY and budget code(s)): 1600-3000-53340
- [ ] Budget Transfer (Date)  Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # 18-027-JM (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid and/or PO#  Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP #: (Include Evaluation Summary if Applicable)
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID #

### PREPARED BY AND APPROVAL(S) (Initials Only)

- **JCL**
  - Prepared By: [Initials]  Date: Feb 20, 2018
  - Recommended for Approval: 2-20-15

### REVIEWED BY (Initials Only)

- **Buyer**
  - [Initials]  Date: 2-22-18
  - [Initials]  Procurement Officer
  - [Initials]  Date: 2-23-18

- **Chief Financial Officer (Decision Memos Over $25,000)**
  - [Initials]  Date: 2-23-18
  - [Initials]  Chairman's Office
  - [Initials]  Date: Chairman's Office

-SM- 3-6-18

-FIN+CB 3-15-18

---

**Rev 1.6**

Packet Pg. 216
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION ADVICE

BID #18-027-JM
VEGETATION REMOVAL at the ELMHURST QUARRY FLOOD CONTROL FACILITY

BID OPENING DATE: 02/16/18 - 3:00 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS</th>
<th>TOTAL BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation Land Stewardship LLC</td>
<td>** $ 32,442.76</td>
</tr>
<tr>
<td>The Davey Tree Expert Company</td>
<td>** $ 50,491.85</td>
</tr>
<tr>
<td>B. Haney and Sons, Inc.</td>
<td>$ 51,985.55</td>
</tr>
<tr>
<td>Homer Tree Service, Inc.</td>
<td>$ 127,629.00</td>
</tr>
</tbody>
</table>

** corrected total

NO BID RESPONSES:
Kramer Tree Specialists, Inc.

BID OPENING ATTENDED BY:
Laura Karli, Homer Tree Service
Matt Hess, The Davey Tree Expert Co.

John Blickem, DuPage County Stormwater Management
Jamie Lock, DuPage County Stormwater Management
Jim McGuire, DuPage County Procurement Officer
Joan McAvoy, DuPage County Buyer
Debby Thompson, DuPage County Buyer
Catlyn Hicks, DuPage County Division Assistant

| INVITATIONS SENT: | 33 | POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: | 20 | TOTAL BID RESPONSES RECEIVED: | 4 |
**Purchase Requisition**  
**Procurement Services Division**

### Send Purchase Order To:
- **Vendor:** Conservation Land Stewardship LLC  
- **Vendor #:** 11693  
- **Attn:**  
- **Email:**  
- **Address:** 910 S. Riverside Dr. Suite 5  
- **City:** Elmhurst  
- **State:** IL  
- **Zip:** 60126  
- **Phone:**  
- **Fax:**

### Send Invoices To:
- **Dept:** Stormwater Management  
- **Division:**  
- **Attn:** Alicia Favela  
- **Email:** alicia.favela@dupageco.org  
- **Address:** 421 N. County Farm Rd.  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-6698  
- **Fax:** 630-407-6701

### Send Payments To:
- **Vendor:** Conservation Land Stewardship LLC  
- **Vendor #:** 11693  
- **Attn:**  
- **Email:**  
- **Address:** 910 S. Riverside Dr. Suite 5  
- **City:** Elmhurst  
- **State:** IL  
- **Zip:** 60126  
- **Phone:**  
- **Fax:**

### Ship To:
- **Dept:** Stormwater Management  
- **Division:**  
- **Attn:** Jamie Lock  
- **Email:** Jamie.lock@dupageco.org  
- **Address:** 421 N. County Farm Rd.  
- **City:** Wheaton  
- **State:** IL  
- **Zip:** 60187  
- **Phone:** 630-407-6705  
- **Fax:** 630-407-6701

### Payment Terms
- **F.O.B.**
- **PO 20 Delivery Date:**
- **Requisitioner:**

### Use for:
- **Contract Administrator:** Alicia Favela  
- **Contract Start Date:** Mar 14, 2018  
- **Contract End Date:** Nov 30, 2018

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Unit Price |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>This contract is for Vegetation removal at the Elmhurst Quarry Flood control facility, per lowest responsible bid #18-027-JM for the period March 13, 2016 through December 31, 2018.</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53340</td>
<td>32,442.76</td>
</tr>
</tbody>
</table>

**Requisition Total:** $32,442

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Conservation Land Stewardship, LLC</th>
<th>Company Contact: Christina Somheil</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630.559.2037</td>
<td>Contact Email: <a href="mailto:csomheil@conservationlandstewardship.com">csomheil@conservationlandstewardship.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Add Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid</td>
<td></td>
<td>Telephone</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>x</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature [redacted]

Printed Name Brent R. Repenning
Title Executive Vice President
Date 2/8/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AGREEMENT BETWEEN THE
COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD. TO PROVIDE
PROFESSIONAL NATIVE VEGETATION MANAGEMENT SERVICES

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management, drainage and flood control improvements and to enter into agreements for the purposes related to stormwater management and flood control (55 ILCS 5/5-1062.3 and 5/5-15001, et seq.); and

WHEREAS, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities necessary to maintain compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance (“CSFPO”) and U.S. Army Corps of Engineers (“ACOE”) approvals; and

WHEREAS, V3 COMPANIES, LTD. (“CONSULTANT”) has experience and expertise in this area, is in the business of providing professional native vegetation management services and is willing to perform the required services for an amount not to exceed one hundred forty thousand dollars ($140,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; and

WHEREAS, the Stormwater Management Committee of the DuPage County Board has reviewed and recommended approval of the attached AGREEMENT, with the CONSULTANT, at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and V3 COMPANIES, LTD. is hereby accepted and approved for an amount not to exceed one hundred forty thousand dollars, ($140,000.00), and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the attached AGREEMENT on behalf of the COUNTY.
Requisition 25k and over
SM-P-0070-18

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to V3 CONSULTANTS, LTD. 7325 Janes Ave., Woodridge, IL 60517, Attn: Mike Famiglietti; Anthony Hayman/State's Attorney's Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management.

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Chester Pojack, Glendale Heights Trustee (6)
SECONDER: Sean T Noonan, District 2
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>February 20, 2018</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Other Professional Services - Detailed Vetting Process Required

<table>
<thead>
<tr>
<th>Name</th>
<th>Date Completed</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan Janowicz</td>
<td>Completed</td>
<td>02/21/2018 10:20 AM</td>
</tr>
<tr>
<td>Tony Charlton</td>
<td>Completed</td>
<td>02/21/2018 11:03 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>02/22/2018 3:55 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>03/01/2018 12:29 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
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<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
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</tr>
<tr>
<td>County Board</td>
<td>Completed</td>
<td>03/13/2018 10:00 AM</td>
</tr>
</tbody>
</table>
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requests.
Attach Required Vendor Ethics Disclosure Statement.

Vendor: V3 Companies, Ltd
Vendor #: 10801
Contact: Jenna Fahey
Phone: 630-407-6728

Contract# 3/12/18-4/30/20
Contract Total: $140,000.00

Dept: SWM
Assigned Committee: Stormwater

Description of Procurement/Scope of Work/Background:
Hire a firm specializing in native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties. This contract is an interdepartmental shared services for SWM, PW, DOT and Facilities Management. The cost of these services will be provided on an on-call basis for a cost not to exceed $140,000.00.

Reason for Procurement:
The selected firm will provide native vegetation services including: herbicide application, prescribed burning, planting, mowing and other services as determined necessary by County staff.

FUNDING SOURCE
☑ Procurement budgeted for (FY and budget code(s)): FY18- $70,000.00, FY19- $65,000.00, FY20- $5,000 1600-3000-53090
☐ Budget Transfer (Date) Add'l Information

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL Enter Bid # __________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # __________________________
☒ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________

PREPARED BY AND APPROVAL(S) (Initials Only)
JF-X6728 Feb 20, 2018 AP 2-20-18
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)
Buyer 2-23-18 YM 3-1-18
Date Procurement Officer Date
Chief Financial Officer 3-1-18 Chairman’s Office 3-2-18
(Decision Memos Over $25,000) Date (Decision Memos Over $25,000) Date
### Action Requested
- Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval of new contract for a cost not to exceed $140,000.00 for a 3 year period.

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

To maintain the native vegetation planted on County owned properties, the County needs to hire a specialized firm. This contract is and interdepartmental shared services for SWM, PW, DOT and Facilities. SWM staff biologists have the expertise to administer the contracts efficiently.

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

Quality of Life

Maintenance of the native vegetation on the County owned properties is necessary for both functional and aesthetic performance. Many of the properties are located in residential or business areas and are frequently viewed or used for passive recreation by many DuPage County residents. The County has a responsibility to maintain these properties and to prevent infestations of unsightly and non-native weedy vegetation.

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

This contract has been vetted and approved through an interdepartmental pre-qualified consultant evaluation process.

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

1) Contract with V3 Companies, Ltd. to provide native vegetation maintenance services on County owned properties as directed by staff for an amount not to exceed $140,000.00.
2) Complete native vegetation management services for the projects in-house. Not feasible due to the limitations of staff capabilities such as required herbicide licenses, prescribed burn training; and lack of proper equipment.
3) Do nothing. This option is not recommended as DuPage County has a responsibility to maintain the vegetation on their facilities.

### 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.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Budget Amount</th>
<th>Account Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY18</td>
<td>$70,000</td>
<td>1600-3000-53090</td>
</tr>
<tr>
<td>FY19</td>
<td>$65,000</td>
<td></td>
</tr>
<tr>
<td>FY20</td>
<td>$5,000</td>
<td></td>
</tr>
</tbody>
</table>
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND V3 COMPANIES, LTD. FOR PROFESSIONAL NATIVE VEGETATION
MANAGEMENT SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 13th of March, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and V3 Companies, Ltd., licensed to do business in the State of Illinois, with offices at 7325 Janes Avenue, Woodridge, IL 60517; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management and drainage improvements and to enter into agreements for the purposes of stormwater management and flood control (55 ILCS 5/5-1062.3 and 55 ILCS 5/5-15001, et seq.); and

WHEREAS, pursuant to said authority, the COUNTY has constructed stormwater management, drainage and flood control facilities, several of which have native vegetation components installed per the applicable governmental regulations; and

WHEREAS, the COUNTY requires professional services associated with native vegetation management at various County facilities as determined necessary in compliance with the DuPage County Countywide Stormwater and Flood Plain Ordinance and U.S. Army Corps of Engineers ("ACOE") approvals; and

WHEREAS, CONSULTANT has experience and expertise in this area and is in the business of providing such professional native vegetation management services and is willing to perform the required services for an amount not to exceed one hundred forty thousand dollars ($140,000.00); 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 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.
1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit "A", attached hereto, which exhibit is hereby incorporated by reference. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Paragraph 7.2, below, unless otherwise modified.

2.2 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in CONSULTANT'S compensation or Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.

2.3 The relationship of CONSULTANT to COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing COUNTY to exercise control or direction over the manner or method by which CONSULTANT or its sub-consultant(s) and sub-contractor(s) provide services hereunder.

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Director of Stormwater Management, (hereinafter referred to as the "DIRECTOR"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.

3.2 In addition to the Notice to Proceed, the DIRECTOR or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DIRECTOR or his designee. The
CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS.

4.1 The prior written approval of the COUNTY shall be required before CONSULTANT hires any sub-consultant(s), or sub-contractor(s), to complete COUNTY-ordered technical or professional tasks or work included within the Scope of Work.

4.2 The CONSULTANT shall supervise any sub-consultant(s), or sub-contractor(s), hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-contractor, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant, or sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant, or sub-contractor, also meets the terms of Sections 8.0 and 13.0 and Paragraphs 7.9 and 24.4 of this AGREEMENT and shall fully comply therewith while engaged by CONSULTANT in COUNTY-ordered tasks or work. The CONSULTANT shall further require every sub-consultant, and sub-contractor, hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant to indemnify, defend and hold the COUNTY harmless to the same extent the CONSULTANT is required to do so pursuant to Section 9.0 of this AGREEMENT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by April 30, 2020 unless the term of this AGREEMENT is extended.

5.3 If the CONSULTANT is delayed at any time in the progress of the work by any act or neglect of the COUNTY or by any employee of COUNTY or by changes ordered by the COUNTY, or any other causes beyond the CONSULTANT'S control then the sole remedy and allowance made shall be an extension of time for completion. Such extension shall be that which is determined reasonable by
the COUNTY upon consultation with CONSULTANT. The CONSULTANT shall accept and bear all other costs, expenses and liabilities that may result from such delay.

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DIRECTOR directs, the deliverables specified in Exhibit A of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

7.1 The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed one hundred forty thousand dollars ($140,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For work performed, as outlined on Exhibit A the COUNTY will pay for each specified task at the fees set forth on Exhibit B. Additional tasks as approved by the COUNTY shall be paid at an hourly rate basis at a 2.8 multiplier applied to the actual hourly rates of CONSULTANT’S staff. The multiplier includes the CONSULTANT’S overhead, profit and incidental costs. A chart listing the hourly rates, with the multiplier applied, for CONSULTANT’S staff, identified by position or assignment, is also set forth in Exhibit B.

7.4 Direct expenses for completion of all work defined in Exhibit A, and which are further identified in Exhibit B as “Allowable expenses,” may be invoiced to the COUNTY at the rate stated in Exhibit B. For direct expenses the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.
7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall include the applicable quantity of work completed for each item multiplied by the corresponding unit rate. Copies of work orders will be available if requested as back up to each invoice. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

7.7 Upon receipt, review and acceptance of all deliverables specified in Exhibit A of this AGREEMENT, final payment shall be made to the CONSULTANT.

7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.

7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means
of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants and sub-contractors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

8.1 The CONSULTANT shall maintain, at its sole expense, insurance coverage including:

8.1.a **Worker's Compensation Insurance** in the statutory amounts.

8.1.b **Employer's Liability Insurance** in an amount not less than one million dollars ($1,000,000.00) each accident/injury and five hundred thousand dollars ($500,000.00) each employee/disease.

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than two million dollars ($2,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage, c/o the Director Stormwater Management, its’ Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.d Commercial (Comprehensive) Automobile Liability Insurance with minimum limits of at least one million dollars ($1,000,000) for any one person and one million dollars ($1,000,000) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage, c/o the Director Stormwater Management, its’ Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.e Professional Liability Insurance (Errors and Omissions shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be
maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

8.2 It shall be the duty of the CONSULTANT to provide to the COUNTY copies of the CONSULTANT’S Certificates of Insurance, as well as all applicable coverage and cancellation endorsements before issuance of a Notice to Proceed. It is the further duty of the CONSULTANT to immediately notify the COUNTY if any insurance required under this AGREEMENT has been cancelled, materially changed, or renewal has been refused, and the CONSULTANT shall immediately suspend all work in progress and take the necessary steps to purchase, maintain and provide the required insurance coverage. If a suspension of work should occur due to insurance requirements, upon verification by the COUNTY of the CONSULTANT curing any breach of its required insurance coverage, the COUNTY shall notify the CONSULTANT that the CONSULTANT can resume work under this AGREEMENT. The CONSULTANT shall accept and bear all costs that may result from the cancellation of this AGREEMENT due to CONSULTANT’S failure to provide and maintain the required insurance.

8.3 The coverage limits required under subparagraphs 8.1.c and 8.1.d above may be satisfied through a combination of primary and excess coverage. The insurance required to be purchased and maintained by the CONSULTANT shall be provided by an insurance company acceptable to the COUNTY, and except for the insurance required in subparagraph 8.1.e licensed to do business in the State of Illinois; and shall include at least the specific coverage and be written for not less than the limits of the liability specified herein or required by law or regulation whichever is greater; and shall be so endorsed that the coverage afforded will not be canceled or materially changed until at least sixty (60) days prior written notice has been given to the COUNTY except for cancellation due to non-payment of premium for which at least fifteen (15) days prior written notice (five days allowed for mailing time) has been given to the COUNTY. If the CONSULTANT is satisfying insurance required through a combination of primary and excess coverage, the CONSULTANT shall require that said excess/umbrella liability policy include in the “Who is Insured” pages of the excess/umbrella policy wording such as “Any other person or organization you have agreed in a written contract to provide additional insurance” or wording to that effect. The CONSULTANT shall provide a copy of said section of the excess/umbrella liability policy upon request by the COUNTY.

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required
of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants’ insurance coverage at any time.

8.5 CONSULTANT’S insurance required by Paragraphs 8.1.c and d, above, shall name the COUNTY, its officers and employees as additional insured parties. The Certificate of Insurance and endorsements shall state: “The County of DuPage, its officers and employees are named as additional insureds as defined in the [Commercial (Comprehensive) General Liability Insurance policy and/or Commercial (Comprehensive) Automobile Liability Insurance policy, as applicable] with respect to claims arising from CONSULTANT’S performance under this AGREEMENT.”

8.6 In the event the CONSULTANT uses vendors to perform work under this AGREEMENT, the CONSULTANT shall require such vendors to maintain insurance coverage in the same types and amounts as the CONSULTANT is required to maintain under Paragraph 8.1 above (including each sub-paragraph thereof) and, further, which names the COUNTY as an additional insured on a primary and non-contributory basis. Prior to engaging any vendor on COUNTY-related work, the CONSULTANT shall obtain appropriate documentation, including certificates of insurance, waivers and, or endorsements, from said vendors documenting that said parties have the requisite insurance coverage. The CONSULTANT shall provide to the COUNTY, upon the COUNTY’s request, copies of such insurance documentation for the reasonable inspection and review by the COUNTY.

9.0 INDEMNIFICATION

9.1 The CONSULTANT shall indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the CONSULTANT’S, or its sub-consultant’s or sub-contractor’s, negligent or willful acts, errors or omissions in its performance under this AGREEMENT.

9.2 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, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S, or
its sub-consultant’s or sub-contractor’s, duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

9.3 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. CONSULTANT’S indemnification of COUNTY shall survive the termination, or expiration, of this AGREEMENT.

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its sub-consultants and sub-contractors, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its sub-consultants and sub-contractors.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach.
The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach by one of the CONSULTANT’S sub-consultants or sub-contractors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all survey data, reports, drafting, studies, specifications, estimates, maps, computations and all other deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its sub-consultant(s) and sub-contractor(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its sub-consultant(s) and sub-contractor(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice.
CONSULTANT, and its sub-consultant(s) and sub-contractor(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

15.1 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:

(a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
(b) The expiration of this AGREEMENT on April 30, 2020, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before April 30, 2020.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances indentified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.
17.0 ENTIRE AGREEMENT.

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

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

17.3 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.

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
19.0 SEVERABILITY.

19.1 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.

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

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

20.2 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.

21.0 NOTICES.

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

V3 Companies, Ltd.
7325 Janes Ave.
Woodridge, IL 60517
ATTN: Mike Famiglietti, P.E.

DuPage County Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Jenna Fahey

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, and notices served by
mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

22.1 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.

23.0 FORCE MAJEUERE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

24.2 RESERVED

24.3 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any sub-consultant(s) and contractor(s) utilized for the PROJECT to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S sub-consultant(s) and contractor(s) being properly staffed while engaged in the PROJECT.
IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

BY: ____________________________
DANIEL J. CRONIN
CHAIRMAN
DUPAGE COUNTY BOARD

V3 COMPANIES, LTD.

BY: _____________________________
MIKE FAMIGLIETTI, P.E.
VICE PRESIDENT
V3 COMPANIES, LTD.

ATTEST BY: ____________________________
PAUL HINDS, COUNTY CLERK

NAME: ____________________________
TITLE: ____________________________
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for the services of V3 COMPANIES, LTD. for professional on-call services related to native vegetation management.

Management of native plant communities will be completed utilizing the most effective methods of native plant community management under the current state of biological science. Skill sets of CONSULTANT’S employees shall include the ability to identify native and non-native plants, understand the reproductive cycles of invasive species, and be trained and experienced in selective herbicide application and prescribed burning methods. V3 COMPANIES, LTD. will complete the following tasks (deliverables) for the County as part of this contract:

- **Native Seed Installation.** CONSULTANT will obtain and determine the methodology for installation (Hand broadcast, machine broadcast, drill seed, etc.) of native seed based on site conditions. CONSULTANT will install native seed within proper planting zones based on their knowledge of native plant habitat, growing conditions, and the species as selected and approved by the COUNTY.

- **Herbicide Application/Hand Pulling Targeting Non-native/Invasive Species.** CONSULTANT will determine what type of herbicide or methodology to utilize based on the species targeted for elimination, time of year, coverage of target species, etc. Herbicide will be applied only by a licensed herbicide applicator that has been trained in native plant identification and application methodology.

- **Prescribed Burn.** CONSULTANT will complete prescribed burn services with professionally trained staff. CONSULTANT will obtain all necessary permits from regulatory authorities as necessary. A pre-determined burn plan specifically designed for an individual site with consideration to existing structures, the vegetative fuel type, and weather conditions.

- **Selective Invasive Species Brush Clearing.** CONSULTANT will remove brush of only non-native and invasive species when directed by the COUNTY. Brush clearing is typically completed during the winter season; therefore the CONSULTANT’S employees will be trained in the identification of woody brush species during all seasons.

- **Mowing.** CONSULTANT will complete specialized or high-mowing to reduce coverage of non-native or invasive species within a naturalized area. Prior to mowing the CONSULTANT will consider the target species, timing of reproductive cycle of the target species, and existing site conditions. Mowing will be scheduled as such, so that it does not interfere with the growth and spread of the desirable native species.

- **Erosion Control Blanket Installation.** CONSULTANT will obtain and determine the type of blanket necessary based on site conditions, time of year, steepness of slope (when present) to ensure successful germination of native plants.

- **Other Native Vegetation Services** As necessary and approved by the COUNTY. These tasks will be completed as required to meet specific permit performance requirements. 


requirements of the County and U.S. Army Corps of Engineers or the overall site restoration goals.
Exhibit B Fees for Services and Rates

The CONSULTANT shall invoice the COUNTY for services rendered, as ordered by the COUNTY, at the fees set forth herein. CONSULTANT’s fees include all wages and salaries for personnel, materials, equipment rental, mileage, mobilization and overhead expenses related to the CONSULTANT’s performance of the specified service or task.

<table>
<thead>
<tr>
<th>Tasks</th>
<th>Unit</th>
<th>Cost</th>
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<tbody>
<tr>
<td><strong>1. Seeding</strong></td>
<td></td>
<td>See additional notes below.</td>
</tr>
<tr>
<td>a. hand broadcast 1 (permanent seeding)</td>
<td>per acre</td>
<td>$1,850.00</td>
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<tr>
<td>b. hand broadcast 2 (supplemental seeding)</td>
<td>per acre</td>
<td>$1,200.00</td>
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<tr>
<td>c. ATV/machine broadcast</td>
<td>per acre</td>
<td>$1,550.00</td>
</tr>
<tr>
<td>d. drill seed</td>
<td>per acre</td>
<td>$1,750.00</td>
</tr>
<tr>
<td>d. ground prep (light roto-tilling)</td>
<td>per acre</td>
<td>$350.00</td>
</tr>
<tr>
<td><strong>2. Herbicide Application</strong></td>
<td></td>
<td>See additional notes below.</td>
</tr>
<tr>
<td>a. spot spray (routine/light to moderate coverage)</td>
<td>per acre</td>
<td>$500.00</td>
</tr>
<tr>
<td>b. spot spray (heavy coverage)</td>
<td>per acre</td>
<td>$800.00</td>
</tr>
<tr>
<td>c. hand wick (routine/light to moderate coverage)</td>
<td>per acre</td>
<td>$750.00</td>
</tr>
<tr>
<td>d. hand wick (heavy coverage)</td>
<td>per acre</td>
<td>$1,150.00</td>
</tr>
<tr>
<td>e. boom spray</td>
<td>per acre</td>
<td>$675.00</td>
</tr>
<tr>
<td><strong>3. Prescribed Burn</strong></td>
<td></td>
<td>See additional notes below.</td>
</tr>
<tr>
<td>a. permit, plan, notifications and administration</td>
<td>per site</td>
<td>$1,700.00</td>
</tr>
<tr>
<td>b. burn implementation &lt;1 acre</td>
<td>per acre</td>
<td>$2,200.00</td>
</tr>
<tr>
<td>c. burn implementation 1-5 acres</td>
<td>per acre</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>d. burn implementation &gt;5 acres</td>
<td>per acre</td>
<td>$1,500.00</td>
</tr>
<tr>
<td><strong>4. Hand Pulling/Cutting Vegetation</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. routine/light to moderate coverage</td>
<td>per acre</td>
<td>$1,600.00</td>
</tr>
<tr>
<td>b. heavy coverage</td>
<td>per acre</td>
<td>$3,850.00</td>
</tr>
<tr>
<td>c. disposal from site</td>
<td>each</td>
<td>---</td>
</tr>
<tr>
<td><strong>5. Brush Clearing</strong></td>
<td>This work includes herbicide application to the stumps.</td>
<td></td>
</tr>
<tr>
<td>a. cut, stack, burn</td>
<td>per acre</td>
<td>$4,500.00</td>
</tr>
<tr>
<td>b. cut and stack only</td>
<td>per acre</td>
<td>$3,600.00</td>
</tr>
<tr>
<td>c. cut, chip and remove</td>
<td>per acre</td>
<td>$6,500.00</td>
</tr>
<tr>
<td>d. herbicide application to stumps only</td>
<td>each</td>
<td>---</td>
</tr>
<tr>
<td><strong>6. Mowing</strong></td>
<td>Mowing Services shall be timed to minimized weed seed production.</td>
<td></td>
</tr>
<tr>
<td>a. tractor/ATV</td>
<td>per acre</td>
<td>$750.00</td>
</tr>
<tr>
<td>b. brush cutter (spot mowing)</td>
<td>per acre</td>
<td>$400.00</td>
</tr>
<tr>
<td><strong>7. Installation of Erosion Control Blanket</strong></td>
<td>Cost includes purchase of the materials and installation.</td>
<td></td>
</tr>
<tr>
<td>a. S75BN</td>
<td>per acre</td>
<td>$7,550.00</td>
</tr>
<tr>
<td>b. S150BN</td>
<td>per acre</td>
<td>$9,300.00</td>
</tr>
</tbody>
</table>
Exhibit B Fees for Services and Rates NOTES

1. Seeding  
CONSULTANT will use seed stock acquired within 200 miles of the project site. If required species are not available within that radius, prior approval to extend the distance or allow a species substitution will be required. CONSULTANT shall not be required to utilize seed stock costing more than $1200 per acre for hand broadcasting 1 (permanent seeding) and $600 per acre for hand broadcasting 2 (supplemental seeding). The intent of supplemental seeding is to install seeding within existing vegetation and/or large dead zones due to large stands of invasive species coverage. This does not include overspray due to contractor error. Ground preparation is not included with cost of seed nor does it include pre herbicide application or removal of existing vegetation, when needed.

2. Herbicide Application  
Applicators and operators will be licensed by the State of Illinois and must be well trained in plant identification and proper application techniques. This line item includes all equipment and herbicide. Herbicide use must be applied in strict compliance with all applications rates, procedures, warning labels and applicable codes, standards and best management practices. The CONSULTANT will apply for the NPDES pesticide permits as required. The cost for obtain the permit is included within the cost for herbicide application, however fees for the EcoCAT consultation are not included in the cost and will be directly reimbursed by the COUNTY if necessary. CONSULTANT can bill for one acre minimum for herbicide application however, the COUNTY will often combine several individual lots located in close proximity to be equivalent to one acre/one work site. The acre minimum cost shall only be charged when such scheduling and coordination is not possible. Use of 2B or 2D heavy coverage must be approved in writing by SWM staff.

3. Prescribed Burn  
Work includes establishing fires breaks, conducting the burn safely, extinguishing all hot spots and all equipment necessary to complete a controlled burn. Burns shall be completed under the supervision of the CONSULTANTS staff who have been certified through the Illinois Department of Natural Resources as a Prescribed Burn Manager and National Wildfire Coordinating Groups S130- S190. At a minimum CONSULTANT’s employees participating in the prescribed burn shall have a Chicago Wilderness Midwest Ecological Burn Crew Member Certification. CONSULTANT shall maintain all bond and insurance coverage required under applicable Federal, State and Local Law to perform prescribed burns in addition to the requirements in this agreement.

Hourly Rate Schedule for Additional Services  
The CONSULTANT shall invoice the COUNTY for services not covered above rendered, as ordered by the COUNTY, at the hourly rates hereafter stated (which includes multiplier). Such additional services may include, but are limited to vegetation monitoring and reporting, wetland delineation, tree inventory, plug installation, installation of herbivory protection, etc. CONSULTANT may only invoice the County for direct expenses identified herein as "Allowable expenses," at the rates indicated without markup or multiplier. Direct expenses do not include plants, seed, fencing, coir logs or other installed materials. Any installed material costs will be billed directly to the county.

<table>
<thead>
<tr>
<th>Staff Classification</th>
<th>Wage Rate Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>$165.00</td>
</tr>
<tr>
<td>Crew Leader</td>
<td>$75.00</td>
</tr>
<tr>
<td>Restoration Technician</td>
<td>$55.00</td>
</tr>
</tbody>
</table>
**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**

**Purchase Requisition**

**Procurement Services Division**

---

### Vendor: V3 Companies, Ltd.

- **Vendor #:** 10802
- **Dept:** Stormwater Management
- **Division:**

### Send Purchase Order To:

- **Vendor:** V3 Companies, Ltd.
- **Vendor #:** 10802
- **Attn:** Alicia Favela
- **Email:** alicia.favela@dupageco.org
- **Address:** 7325 Janes Avenue
- **City:** Woodridge
- **State:** IL
- **Zip:** 60517
- **Phone:** 630-407-6698
- **Fax:** 630-407-6701

### Send Invoices To:

- **Vendor:** V3 Companies, Ltd.
- **Vendor #:** 10802
- **Attn:** Alicia Favela
- **Email:** alicia.favela@dupageco.org
- **Address:** 7325 Janes Avenue
- **City:** Woodridge
- **State:** IL
- **Zip:** 60517
- **Phone:** 630-407-6698
- **Fax:** 630-407-6701

### Send Payments To:

- **Vendor:** V3 Companies, Ltd.
- **Vendor #:** 10802
- **Attn:** Alicia Favela
- **Email:** alicia.favela@dupageco.org
- **Address:** 7325 Janes Avenue
- **City:** Oak Brook
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

### Send Ship To:

- **Vendor:** V3 Companies, Ltd.
- **Vendor #:** 10802
- **Attn:** Jenna Fahey
- **Email:** Jenna.fahey@dupageco.org
- **Address:** 421 N. County Farm Rd.
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-6728
- **Fax:** 630-407-6701

### Payment Terms

- **F.O.B.**
- **PO 20 Delivery Date:**
- **Requisitioner:**

### Use for

- **PO25 only**
- **Contract Administrator:** Alicia Favela
- **Contract Start Date:** Mar 12, 2018
- **Contract End Date:** Apr 30, 2020

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | ---
1 | 1 | EA | This contract is for native vegetation management to assist DuPage County staff with the maintenance of native vegetation at various County owned properties for the period of March 12, 2018 through April 30, 2020. | 18 | 1600 | 3000 | 53090 | 140,000.00 | 140,000

**Requisition Total:** $140,000

**Header Comments** (these comments will appear on the PO20 and PO25 Purchase Order):

**Special Instructions/Comments to Buyer or Approver** (these comments will NOT appear on the Purchase Order):

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
### Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: V3 Companies, Ltd.</th>
<th>Company Contact: Michael Famiglietti</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-729-6223</td>
<td>Contact Email: <a href="mailto:mfamiglietti@v3co.com">mfamiglietti@v3co.com</a></td>
</tr>
</tbody>
</table>

**Bid/Contract/PO #:**

---

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

---

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

**Authorized Signature**

**Printed Name**

**Title**

**Date**

Feb 16, 2018

---

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
AWARDING RESOLUTION
ISSUED TO GRAYBAR ELECTRIC COMPANY, INC.
TO FURNISH AND DELIVER ELECTRICAL, LIGHTING,
DATA & COMMUNICATION, NETWORKING AND SECURITY PRODUCTS
AS NEEDED FOR FACILITIES MANAGEMENT, PUBLIC WORKS,
INFORMATION TECHNOLOGY, STORMWATER,
AND THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $994,000.00)

WHEREAS, pursuant to Intergovernmental Agreement between the County of DuPage
and U.S. Communities, the County will contract with Graybar Electric Company, Inc.; and

WHEREAS, the Public Works, Transportation, Stormwater and Technology Committees
recommend County Board approval for the issuance of a contract purchase order to Graybar
Electric Company, Inc., to furnish and deliver electrical, lighting, data & communication,
networking and security products, as needed for Facilities Management, Public Works,
Information Technology, Stormwater and the Division of Transportation, for the period April 1,

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish
and deliver electrical, lighting, data & communication, networking and security products, as
needed for Facilities Management, Public Works, Information Technology, Stormwater and the
Division of Transportation, for the period April 1, 2018 through January 31, 2021, be, and it is
hereby approved for issuance of a contract purchase order by the Procurement Division to,
Graybar Electric Company, Inc., 34 N Meramec Avenue, St. Louis, MO 63105, for a total
contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works
$350,000, Information Technology $75,000, Stormwater $24,000 and the Division of
Transportation $45,000)

Enacted and approved this 13th day of March, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK

RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Janice Anderson, District 5
AYES: Pojacak, Anderson, Brummel, Coyne, Grant, Hart, Noonan, Pulice, Yusuf, Zay
ABSENT: Paul Fichtner, Martin Tully
PROCUREMENT REVIEW CHECKLIST  
REQUISITION  

This form must accompany all County Purchase Requisitions.

**NEW PURCHASE ORDER REQUEST**

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT AMOUNT</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>February 13, 2018</td>
<td>$994,000.00</td>
<td>APRIL 1, 2018 THROUGH JANUARY 31, 2021</td>
</tr>
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</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**  

**Decision Memo Required**  
Per Cooperative Agreement

- Laura Grobe  
  Completed 02/13/2018 4:06 PM
- Tim Harbaugh  
  Completed 02/14/2018 8:47 AM
- Nick Kottmeyer  
  Completed 02/14/2018 1:26 PM
- Eva Hitchcock  
  Completed 02/15/2018 8:33 AM
- Christopher Snyder  
  Completed 02/15/2018 10:39 AM
- Sarah Hunn  
  Completed 02/15/2018 10:21 PM
- Tony Charlton  
  Completed 02/16/2018 8:35 AM
- Sarah Godzicki  
  Completed 02/20/2018 3:50 PM
- Deborah Hanson  
  Completed 02/20/2018 3:51 PM
- Donald Carlsen  
  Completed 02/20/2018 3:57 PM
- Kathy Ostrowski  
  Completed 02/21/2018 8:47 AM
- James McGuire  
  Completed 02/22/2018 3:17 PM
- Paul Rafac  
  Completed 02/23/2018 8:53 AM
- Tom Cuculich  
  Completed 02/23/2018 8:55 AM
- Kathy Ostrowski  
  Completed 02/26/2018 1:06 PM
- Stormwater Management Committee  
  Completed 03/06/2018 7:30 AM
- Public Works Committee  
  Completed 03/06/2018 9:15 AM
- Transportation Committee  
  Completed 03/06/2018 10:00 AM
- Finance Committee  
  Completed 03/13/2018 8:00 AM
- Technology Committee  
  Completed 03/13/2018 9:00 AM
- County Board  
  Completed 03/13/2018 10:00 AM
## Purchase Requisition

### Purchase Requisition

**Procurement Services Division**

**Date:** Feb 14, 2018  
**MinuteTraq (IQM2) ID #:** 11468  
**Department Req #:**  
**RFP, Bid or Quote #:** US Comm#EV-2

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Graybar Electric Company, Inc.</th>
<th>Dept: Facilities Management</th>
<th>Vendor #:</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Stephen Pleli</td>
<td>Email: <a href="mailto:StephenPleli@graybar.com">StephenPleli@graybar.com</a></td>
<td>Attn: Tim Harbaugh</td>
<td>Email: <a href="mailto:mary.ventrella@dupageco.org">mary.ventrella@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 900 Regency Drive</td>
<td>City: Glendale Heights</td>
<td>State: IL</td>
<td>Zip: 60139</td>
</tr>
<tr>
<td>Phone: 630-893-3600</td>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
</tr>
<tr>
<td>Fax: 630-671-6600</td>
<td>Address: 421 N. County Farm Road</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Vendor: Graybar Electric Company</th>
<th>Dept: Facilities Management</th>
<th>Vendor #:</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 12431 Collections Center Dr.</td>
<td>City: Chicago</td>
<td>State: IL</td>
<td>Zip: 60693</td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
<td>Phone:</td>
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</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Vendor: Graybar Electric Company</th>
<th>Dept: Facilities Management</th>
<th>Vendor #:</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address:</td>
<td>City: State: IL Zip:</td>
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</tr>
<tr>
<td>Phone:</td>
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<td>Phone:</td>
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### Ship To:

<table>
<thead>
<tr>
<th>Dept: Facilities Management</th>
<th>Division:</th>
</tr>
</thead>
</table>

### Payment Terms

<table>
<thead>
<tr>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Laura Grobe</td>
</tr>
</tbody>
</table>

### FOB

<table>
<thead>
<tr>
<th>Use for</th>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>PO25 only</td>
<td>Laura Grobe</td>
<td>Apr 1, 2018</td>
<td>Jan 31, 2021</td>
</tr>
</tbody>
</table>

### Description Table

<table>
<thead>
<tr>
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<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
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<tbody>
<tr>
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<td>LO</td>
<td>FM ELECTRICAL SUPPLIES</td>
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<td>1</td>
<td>LO</td>
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<td>1160</td>
<td>54100</td>
<td></td>
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<td>67,500.00</td>
<td>67,500</td>
</tr>
</tbody>
</table>

**Requisition Total:** $994,000

### Header Comments

(These comments will appear on the PO20 and PO25 Purchase Order):

Furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for various County facilities.

### Special Instructions/Comments to Buyer or Approver

(These comments will NOT appear on the Purchase Order):

### User Department Internal Notes

(These comments will NOT appear on the Purchase Order):

Public Works, Division of Transportation, Stormwater: 03/06/18  
Information Technology, County Board: 03/13/18
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: Feb 14, 2018

MinuteTraq (IQM2) ID #: 11468

Requesting Department: Facilities Management

Department Contact: Laura Grobe

Contact Email: laura.grobe@dupageco.org

Contact Phone: 407-5665

Vendor Name: Graybar Electric Company, Inc.

Vendor #: 10124

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

Recommendation for the approval of a contract purchase order to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for the period April 1, 2018 through January 31, 2021, for a total contract amount not to exceed $994,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater $24,000 and the Division of Transportation $45,000)

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

In order to be cost effective and efficient, County electrical staff perform electrical repairs, routine and preventive maintenance, building improvements and various projects throughout the County facilities. Having the option to purchase through a cooperative purchasing agreement gives the County the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects. County staff compares products along with pricing with multiple vendors and orders from the vendor who provides the lowest cost.

Strategic Impact

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

County electricians perform repairs, maintenance and various projects to keep information flowing to all County employees, elected officials and visitors through the use of computers, telephones, security cameras and the IT infrastructure system.

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

Graybar Electric Company, Inc. holds U.S. Communities Contract #EV-2370 which allows the County to purchase from a comprehensive product offering for power distribution, lighting, building management, facility maintenance and protection needs at significantly discounted prices. The U.S. Communities program is a nonprofit national purchasing cooperative developed by governmental agencies. Utilizing the pooled power of public agencies nationwide the program lowers purchasing costs.

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

1. Staff recommends securing a contract to purchase items with Graybar Electric Company, Inc. through U.S. Communities. Having the option to purchase items through a cooperative purchasing agreement gives staff the flexibility to obtain specific materials from previously vetted vendors which reduces lead and down times on critical projects.

2. The second option includes sending items out to quote or bid, however this is not recommended due to the quantity and frequency of small value items that would need to be quote or bid.

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.

Monies are budgeted for this contract by Facilities Management, Public Works, Information Technology, Stormwater and the Division of Transportation.
Graybar U.S. Communities

Join U.S. Communities  Graybar Contact Form  U.S. Communities Webinars

Electrical microsite  Telecommunications microsite  LED microsite

Graybar has been a long-term participant with U.S. Communities, a non-profit organization serving the interests of government procurement. U.S. Communities helps facilitate state, local government and education agencies make purchases from existing bid awards through the use cooperative purchasing laws. There is no cost to participate in the U.S. Communities program. All you have to do is register online at www.uscommunities.org. For information on Graybar’s U.S. Communities Program, call us at 1-800-GRAYBAR or email us at uscommunities@graybar.com.

NEW Graybar Electrical, Lighting, Data/Communication, Networking & Security Contract

Lead Agency:
City of Kansas City MO

Contract Number:
EV-2370

5 year initial term, February 01, 2018 to January 31, 2023
Option to renew for (3) additional (2) year periods

View the Contract Documents »

- EV-2370 Letter of Intent to Award
- [PDF] EV2370 Master Agreement
- [PDF] EV2370 RFP Documents
- [PDF] EV2370 Combined Ad Postings

About the Program

Graybar values our long standing strategic relationship with U.S. Communities and our company is continuing to bring value added solutions to their membership base as the awarded supplier of

About Graybar

Today procurement professionals face the challenge of improving operational efficiencies and procuring more materials — all within compressed time frames and limited resources. With a broad

https://www.graybar.com/industries/government/contracts/usc
8.N.c

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Attachment: Graybar - US Communities Contract # EV-2370 (FM-P-0063-18 : FM-Graybar Electric Inc.)

electrical, lighting, communications, data networking and security products through the U.S. Communities program, a nonprofit national purchasing cooperative developed by governmental agencies. Utilizing the pooled power of public agencies nationwide, the program lowers purchasing costs, while providing the quality of service and expertise for which Graybar is known.

Graybar provides electrical and telecommunications products through the U.S. Communities contract to:

- State Agencies
- Counties, Boroughs and Parishes
- Cities, Municipalities, Villages and Townships
- Dependent and Independent Special Districts (such as water departments)
- Public and Private Schools, including K-12, Community Colleges and Universities
- Non-Profit and Charitable Institutions

Through the contract awarded by lead public agency City of Kansas City, MO, Graybar also offers services that include, but are not limited to: inventory control, technical support, eBusiness, contract compliance, emergency preparedness, engineering assistance, systems analysis, product replacement, system retrofits or upgrades, installation and integrated services. These services will help participating agencies power and network their facilities with speed, intelligence and efficiency. Services will be provided through established relationships with existing Graybar suppliers, contractors, integrators or agency preferred companies.

At Graybar, our goal is simple. We listen to what you need, we connect you to the right product or service and then we deliver on our word. It's how Graybar works to your advantage.

Catalogs and Brochures »
Required Vendor Ethics Disclosure Statement

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

Date: __/__/____

<table>
<thead>
<tr>
<th>Company Name: GRAYBAR ELECTRIC COMPANY</th>
<th>Company Contact: Steve Piel</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 630-293-3600</td>
<td>Contact Email: <a href="mailto:steve.piel@graybar.com">steve.piel@graybar.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contractor bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name

Title

Date

Signature on file __________________________

Steve Piel

SVP Rep

11/27/11

Attach additional sheets if necessary. Sign each sheet and number each page. Page ___ of ____ (total number of pages)
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Graybar Electric Company, Inc.  
Vendor #: 10124  
Contract 04/01/18 through 1/31/21  
Contract Total: $994,000.00

Dept: Facilities Management  
Contact: Laura Grobe  
Phone: 630-407-5665  
Assigned Committee: PW, DOT: 03/06/18

Description of Procurement/Scope of Work/Background: Recommendation for the approval of a contract purchase order to furnish and deliver electrical, lighting, data & communication, networking and security products, as needed for County facilities, for a total contract amount not to exceed $995,000.00. (Facilities Management $500,000, Public Works $350,000, Information Technology $75,000, Stormwater - $24,000 and the Division of Transportation - $45,000)

Reason for Procurement: In order to be cost effective and efficient, County electrical staff perform electrical repairs, routine and preventive maintenance, building improvements and various projects throughout the County facilities.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1000-1100-52270, 6000-1220-54010 (see Requisition for additional funding sources)
☐ Budget Transfer (Date) ______________ Add'l Information ______________

DECISION MEMO NOT REQUIRED
☐ LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ___________________________ ☐ Intergovernmental Agreement
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☒ Per Coop (DPC4-107) select one below
☐ U.S. Communities # EV-2370
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ___________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE BID # ___________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

LG  
Prepared By: ___________________________  
Date: Feb 14, 2018  
Recommended for Approval: 2-17-2018  
IQM2 ID #: 11468  
IT Approval, if required: 2-15-2018  
Date: 2-15-18

REVIEWS BY (Initials Only)

Buyer:  
Date: 2-22-18

Finance:  
Date: 2-22-18

Chief Financial Officer (Decision Memos Over $25,000)  
Date: 2-23-18

Chairman's Office (Decision Memos Over $25,000)  
Date: 2-23-18

RECIEVED

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

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