DU PAGE COUNTY
STORMWATER MANAGEMENT COMMITTEE
FINAL AGENDA

January 2, 2018  Planning Committee  7:30 AM

COUNTY BOARD ROOM
421 N. COUNTY FARM ROAD
WHEATON, IL  60187

1. CALL TO ORDER

2. ROLL CALL

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

4. CHAIRMAN'S REPORT
   A. Julia England's 10 Year Anniversary

5. APPROVAL OF MINUTES
   A. Stormwater Management Committee - Planning Committee - Tuesday December 5th, 2017

6. CONSENT AGENDA
   A. Consent Item -- Martam Change Order - Liberty Park Drainage Improvements Project, to add line items to the contract, with no change to the contract dollar amount.

7. CLAIMS REPORTS
   A. Payment of Claims -- Schedule of Claims - December

8. STAFF REPORTS
   A. Staff Reports -- DuPage County Stormwater Management December E-Newsletter
   B. Staff Reports -- Construction Progress Update – Flood Control Improvements at Graue Mill, Spring Creek Reservoir Gate Replacement Project, Liberty Park Drainage System Improvements Project
   C. Staff Reports -- DuPage County Stormwater Management Upcoming Events
   D. Staff Reports -- Wayne Oaks Dam and Reservoir

9. PRESENTATION
A. Accela Permitting Software

10. ACTION ITEMS

A. SM-CO-0001-18 Recommendation to approve amendment to County Contract 2348-1 SERV, issued to ComEd, for electrical energy supply services to various Stormwater Management facilities, to increase the contract $8,000.00 to pay final invoices, for an amended Contract total amount not to exceed $32,000.00, an increase of 33.33%.

B. SM-R-0030-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Downers Grove and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and Salt Creek Watersheds

C. SM-R-0031-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Clarendon Hills and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Des Plaines River and Salt Creek Watersheds

D. SM-R-0032-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Lombard and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

E. SM-R-0033-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Glendale Heights and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

11. INFORMATIONAL

A. PW-P-0016-18 Recommendation for the approval of a contract purchase order to Xylem Water Solutions USA, Inc., for the purchase of two (2) Goodwin pumps (used) for de-watering and bypass pumping during emergency situations, for Public Works, Drainage, and Stormwater Management, for a contract total amount not to exceed $60,000.00 ($20,000.00 per Department), per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - used equipment
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, Tully, Yusuf (7:36 AM), Zay
ABSENT: Fichtner, Noonan, Pulice

Member Yusuf arrived at 7:36 AM.

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

Kaye McKeen with SCARCE gave updates on the pumpkin drop off, cooking oil drop off and the City of Warrenville's medicine collection box operating. SCARCE's Open House is scheduled for Thursday, December 7 from 3:00 - 7:00 pm.

4. CHAIRMAN'S REPORT

There was no Chairman's Report.

5. APPROVAL OF MINUTES

A. Stormwater Management Committee - Planning Committee - Nov 7, 2017 7:30 AM

RESULT: ACCEPTED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Martin Tully, Downers Grove Mayor (3)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Zay
ABSENT: Fichtner, Noonan, Pulice, Yusuf

6. CLAIMS REPORTS

A. Payment of Claims -- Schedule of Claims - November
RESULT: APPROVED [UNANIMOUS]
MOVER: Greg Hart, District 3
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Zay
ABSENT: Fichtner, Noonan, Pulice, Yusuf

7. BUDGET TRANSFERS
The motion was to combine and approve Agenda Items 7A, B, and C.

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

A. Budget Transfers -- Approval of Transfer of Funds - $17,580.00 from 1100-2920-53010 (Engineering/Architectural Services) to 1100-2920-50000 (Regular Salaries) $14,000.00, 1100-2920-51010 (Employer Share IMRF) $1,200.00, 1100-2920-51030 (Employer Share Social Security) $1,030.00, 1100-2920-51050 (Flexible Benefit Earnings) $350.00 and 1100-2920-52100 (IT Equipment -Small Value) $1,000.00. This budget adjustment request is to cover the cost of employee salaries and benefits payments through FY17.

B. Budget Transfers -- Approval of Transfer of Funds- $33,650.00 From 1600-3000-53830 (Other Contractual Expenses) to 1600-3000-50010 (Overtime) $5,400.00, 1600-3000-53000 (Auditing & Accounting Services) $720.00, 1600-3000-53050 (Lobbyist Services) $9,500.00, 1600-3000-53220 (Water & Sewer) $1,000.00, 1600-3000-53250 (Wired Communications Services) $13,000.00 and 1600-3000-53807 (Software Maintenance Agreements) $4,030.00. When the 2017 budget was proposed several items were estimated and these items came in at a higher amount than the anticipated budget. These adjustments were anticipated and the adjusted totals were used for creating the FY18 budget.

C. Budget Transfers -- Approval of Transfer of Funds- $820.00 From 1600-3000-53830 (Other Contractual Expenses) to 1600-3000-53260 (Wireless Communications Services) $820.00. Budget adjustment needed to pay final FY17 invoice.

8. STAFF REPORTS
The motion was to combine and place on file.
RESULT: APPROVED [UNANIMOUS]
MOVER: David Brummel, Warrenville Mayor (6)
SECONDER: Janice Anderson, District 5
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Zay
ABSENT: Fichtner, Noonan, Pulice, Yusuf

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

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 -- Water Quality Improvement Program Grant Reminder

F. Staff Reports -- COD Leadership Excellence and Development

9. PRESENTATION
Member Yusuf arrived at 7:36 AM.

A. Flood Forecasting & Inundation Mapping
Jessica Spurlock, Project Engineer, gave a presentation on Flood Forecasting & Inundation Mapping. Staff answered all questions posed by the Committee.

10. ACTION ITEMS

A. Action Item -- Sawmill Creek Watershed Plan Public Comment Response Document

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

B. Action Item -- Recommendation for the Approval of the Acceptance of the Sawmill Creek Watershed Plan
RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy L Grant, District 4
SECONDER: Chester Pojack, Glendale Heights Trustee (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Yusuf, Zay
ABSENT: Fichtner, Noonan, Pulice

C. SM-R-0004-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Bloomingdale and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek, East Branch DuPage River, And West Branch DuPage River Watersheds

The motion was to combine and approve Agenda Items 10 C, D, E, F and G.

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

D. SM-R-0005-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Itasca 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: Martin Tully, Downers Grove Mayor (3)
SECONDER: Chester Pojack, Glendale Heights Trustee (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Yusuf, Zay
ABSENT: Fichtner, Noonan, Pulice

E. SM-R-0006-18 RESOLUTION -- Intergovernmental Agreement Between the City of Warrenville and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River Watershed

RESULT: APPROVED [UNANIMOUS]
MOVER: Martin Tully, Downers Grove Mayor (3)
SECONDER: Chester Pojack, Glendale Heights Trustee (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Yusuf, Zay
ABSENT: Fichtner, Noonan, Pulice
F. SM-R-0007-18 RESOLUTION -- Intergovernmental Agreement Between the Village Of Willowbrook and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the Des Plaines River Watershed

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

G. SM-R-0008-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Woodridge and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and Des Plaines River Watershed

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

H. 2018-3 Recommendation for the approval of a contract purchase order to Horner & Shifrin, Inc., for Professional Engineering Services to Complete DuPage County Stormwater and Floodplain permit application reviews and inspections on an as needed basis, for Stormwater Management. This contract covers the period through November 30, 2018 for a total contract amount not to exceed $5,500.00. 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: Janice Anderson, District 5
SECONDER: Kevin Coyne, Naperville Councilman (5)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Yusuf, Zay
ABSENT: Fichtner, Noonan, Pulice

I. Action Item -- A motion by Committee to approve the FY2018 Strategic Initiatives implementation plan for Stormwater Management.
RESULT: APPROVED [UNANIMOUS]
MOVER: Janice Anderson, District 5
SECONDER: David Brummel, Warrenville Mayor (6)
AYES: Pojack, Anderson, Brummel, Coyne, Grant, Hart, Tully, Yusuf, Zay
ABSENT: Fichtner, Noonan, Pulice

11. INFORMATIONAL

A. DT-P-0445-17 Recommendation for the approval of a contract purchase order to Multi-
Service Technology Solutions, Inc., d/b/a Red Wing Business Advantage Account to
furnish safety shoes and work boots, as needed for the Division of Transportation, Public
Works, Facilities Management, Stormwater and the Convalescent Center, for the period
December 1, 2017 through November 30, 2018, for a contract total not to exceed
$53,000.00 (Division of Transportation $21,000.00, Public Works $15,000.00, Facilities
Management $10,000.00, Stormwater $4,500.00, Convalescent Center $2,500.00); Per
most qualified offer on Proposal 17-177-JM

The motion was to 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, Tully, Yusuf, Zay
ABSENT: Fichtner, Noonan, Pulice

12. OLD BUSINESS

SAO Conor McCarthy offered clarification on the County of DuPage’s involvement regarding a
flooding issue/Adjudication Case brought up in Public Comment at a previous County Board
Meeting.

13. NEW BUSINESS

Member Anderson thanked Kaye McKeen for attending and presenting the SCARCE Program at
a Rotary Club Meeting.

14. EXECUTIVE SESSION

15. ADJOURNMENT

Motion by Member Tully, seconded by Member Hart to adjourn at 7:54 AM. On a voice vote all
members present voted aye. Motion carried.
## Request for Change Order

### Procurement Services Division

Attach copies of all prior Change Orders

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**Purchase Order #: 2708-0001SERV**  
**Original Purchase Order Date:** Aug 9, 2017  
**Change Order #: 1**  
**Department:** Stormwater Management  
**Vendor Name:** Martam Construction, Inc.  
**Vendor #:** 11092  
**Dept Contact:** Jamie Lock

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**Background and/or Reason for Change Order Request:**  
The addition of line items to the contract is necessary in order to meet the requirements of this project. The addition of these line items will not cause an increase to the total contract value.

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### IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

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### INCREASE/DECREASE

<p>| | | |</p>
<table>
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<tr>
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<tr>
<td>A</td>
<td>Starting contract value</td>
<td>$726,711.00</td>
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<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
<td>$0.00</td>
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<td>C</td>
<td>Current contract amount (A + B)</td>
<td>$726,711.00</td>
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<tr>
<td>D</td>
<td>Amount of this Change Order</td>
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<tr>
<td></td>
<td>Increase</td>
<td>Decrease</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
<td>$726,711.00</td>
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<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
<td>0.00%</td>
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<tr>
<td>G</td>
<td>Cumulative percent of all Change Orders (B + D / A) (60% maximum on construction contracts)</td>
<td>0.00%</td>
</tr>
</tbody>
</table>

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### DECISION MEMO NOT REQUIRED

- [ ] Cancel entire order  
- [ ] Close Contract  
- [ ] Contract Extension (29 days)  
- [x] Consent Only

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### DECISION MEMO REQUIRED

- [ ] Increase (greater than 29 days) contract expiration from:  
  to:  
- [ ] Increase ≥ $200,000.00, or ≥ 10%, of current contract amount  
- [ ] Funding Source  
- [ ] OTHER - explain below:

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### Reviewed by (Initials Only)

- **JCL:** 6705  
  **Dec 18, 2017**  
  **Recommended for Approval:**  
  **Phone Ext:**  
  **Date:**  

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### Consent Agenda

- **CONSENT AGENDA**  
  **JAN 9, 2018**  
  **Rev 1.6**  
  **Packet Pg. 9**
Addition of Line Items to Contract

<table>
<thead>
<tr>
<th>PAY ITEM</th>
<th>ITEM NAME</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE</th>
<th>TOTAL</th>
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<tr>
<td>New</td>
<td>5&quot; SDR 13.5 HDPE Bored Conduit</td>
<td>FOOT</td>
<td>830</td>
<td>$29.79</td>
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<td>New</td>
<td>1.25&quot; SCHD 80 PVC Conduit</td>
<td>FOOT</td>
<td>435</td>
<td>$9.48</td>
<td>$4,123.80</td>
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<tr>
<td>New</td>
<td>Additional Transducer Cable to new MH location</td>
<td>FOOT</td>
<td>435</td>
<td>$2.83</td>
<td>$1,231.05</td>
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<td>New</td>
<td>Storm Sewer, 16&quot; Open Trench</td>
<td>FOOT</td>
<td>140</td>
<td>$178.60</td>
<td>$25,004.00</td>
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<td>New</td>
<td>Storm Sewer Restocking Fee</td>
<td>LSUM</td>
<td>1</td>
<td>$7,233.50</td>
<td>$7,233.50</td>
</tr>
</tbody>
</table>
Required Vendor Ethics Disclosure Statement

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

Company Name: Martam Construction
Company Contact: Jerry Kurfees

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>
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<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>
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</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>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>
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<tbody>
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</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: Jerry Kurfees
Title: Corporate Secretary
Date: 7/14/17

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

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Rev 1.1
4/1/16
## DUPAGE COUNTY STORMWATER MANAGEMENT
### SCHEDULE OF CLAIMS
#### December

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<tr>
<th>Vendor</th>
<th>Service</th>
<th>Amount</th>
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<tr>
<td>AT &amp; T</td>
<td>phone services</td>
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<tr>
<td>AT &amp; T</td>
<td>phone services</td>
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<td>Village of Glendale Heights</td>
<td>Leslie Land Relief Sewer</td>
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<td>Wunderlich-Malec</td>
<td>Consulting services</td>
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<td>City of Wood Dale</td>
<td>Water &amp; Sewer</td>
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<td>AT &amp; T</td>
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<td>Windy City Wildlife</td>
<td>Beaver Removal</td>
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<td>Service Industrial Supply</td>
<td>6&quot; flange pump part</td>
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<td>Sidwell Company</td>
<td>Implement Accela Software</td>
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<td>Wheaton Sanitary</td>
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<tr>
<td>Home Depot</td>
<td>Wood for repairs</td>
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<td>Genes Tire</td>
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<td>Office Depot</td>
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<td>HLR</td>
<td>Native Vegetation Management</td>
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<td>Ciorba Group</td>
<td>Elmhurst Quarry Structural Evaluation</td>
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<td>Xylem Water Solutions</td>
<td>Pump Repair equipment</td>
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<td>DPCC</td>
<td>catering for 11/9/17 meeting</td>
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<td>DPCC</td>
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<td>American Surveying</td>
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<td>Nicor Gas</td>
<td>Natural Gas</td>
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<tr>
<td>City of Wheaton</td>
<td>water &amp; sewer 624 Pershing</td>
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<tr>
<td>Company</td>
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<td>Russo Power</td>
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<td>$236.00</td>
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<td>$1,800.00</td>
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<td>HLR</td>
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DuPage County
Memorandum

To: Stormwater Management Committee
From: Mary Mitros, Stormwater Outreach Coor.
Subject: DuPage County Stormwater Management December E-Newsletter
Date: December 20th, 2017
DuPage County Hosts Green Infrastructure Workshop
Adam Woodburn of Onondaga County, NY discusses their “Save the Rain” program.

DuPage County Stormwater Management (SWM) held a Green Infrastructure Seminar for MS4 Communities on November 29. Geared towards government staff and contractors, the workshop focused on educating staff involved with maintaining public surfaces in green infrastructure design and maintenance. With speakers from New York and Indiana, the goal of the workshop was to ensure a seamless transition for municipalities as green infrastructure replaces conventional surfaces. SWM will host a similar workshop in the spring that focuses on pollution prevention at the municipal level.

More Info

SWM Accepting Grant Applications

SWM is currently accepting grant proposals for projects aimed at improving the quality of the County’s streams and rivers. In its 19th year, the Water Quality Improvement Program grant awards funding for projects exhibiting a regional water quality benefit, including restoration and green infrastructure projects. The application deadline is Friday, January 12, 2018.

More Info

DuPage County Seeking Resident Input

DuPage County’s Office of Emergency Management and Homeland Security is requesting input from residents regarding disaster preparedness and natural hazards facing local communities. The feedback will be used in an update to DuPage County’s Natural Hazard Mitigation Plan, which helps communities countywide mitigate for the threat of natural disasters.

More Info
Get to Know SWM's Meacham Grove Flood Control Facility

The Meacham Grove Flood Control Facility in Bloomingdale detains over 187 million gallons of floodwater from nearby Springbrook Creek, the largest tributary to Salt Creek. Constructed in a former quarry, the reservoir takes in water over a fixed labyrinth weir during rain events. [More Info]

Project Updates

Graue Mill Flood Control Project Enters Final Construction Phase

Crews install storm sewer on Old Mill Road to improve local drainage.

In partnership with the Village of Hinsdale and Graue Mill, SWM is constructing the Graue Mill Flood Control Project in four phases. To date, three of the phases have been completed, which included drainage improvements such as new storm sewer, floodgates, floodwalls and floodwater storage. The fourth and final phase began in October 2017. This phase involves the installation of two pump stations and additional floodgates and floodwalls. Work on this phase will occur throughout spring 2018, and restoration is anticipated to be complete in summer 2018.

[More Info]

Upcoming Events

DuPage Environmental Summit
Thursday, January 25, 2018, 7:30 A.M. - Noon

Save the date for the 2018 DuPage Environmental Summit entitled *Nature Rx: How Spending Time in Nature is Good for Our Mind, Body and Spirit*. The annual Summit will focus on how nature is good for our mental, physical and spiritual health. Held at the NIU Naperville Campus (1120 E. Diehl Rd.), the DuPage Environmental Summit is free and open to the public, but registration is requested.

More Info

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**Stormwater Management Planning Committee**

Dan Cronin, Chairman | Jim 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

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[GovDelivery](http://www.govdelivery.com)
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: December 22nd, 2017

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).** The final phase of these projects 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 is expected to remain on site through the winter to continue with sheet pile flood wall construction and possibly storm sewer installation. In the spring, the remaining flood wall and berm construction will continue, in addition to construction of the flood gates. The remaining phases 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).** Awarded to Kovilic Construction in April 2017, this project 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. Shop drawings for the gate have been reviewed and returned to the contractor to begin fabrication. Currently, the project is expected to break ground this winter, and the contractor will be providing a revised schedule to confirm commencement of work based on gate fabrication time.

**Liberty Park Drainage Improvements Project (Westmont, IL).** 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. A majority of the project has been completed, which includes clearing, storm sewer installation, electrical work, grading to expand an existing detention basin, asphalt paving, and some restoration including seed and sod. ComEd is expected to be on site shortly to provide electrical service to the new pump station. After the holiday, the contractor is expected to be back on site to complete remaining tasks that will bring the project to substantial completion.

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: December 20th, 2017
### 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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<tr>
<td>21</td>
<td>7:00am</td>
<td>Immersat Lutheran Elmhurst Stormwater Presentation</td>
<td>Immersat Lutheran Church</td>
<td>Presenter</td>
<td>Immersat Lutheran Church (149 Srd St, Elmhurst)</td>
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<tr>
<td>26-7:30pm-8:00pm</td>
<td>DuPage Environmental Summit</td>
<td>The Conservation Foundation (TCF)</td>
<td>Exhibit</td>
<td>Naper Settlement Conference Center (115 E. Main Rd)</td>
<td><a href="#">View Info</a></td>
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<tr>
<td>30</td>
<td>6:30-11:30am</td>
<td>Soils &amp; Soils on Conservation</td>
<td>SCARCE</td>
<td>TBD</td>
<td>Cantigny Park (151 W. Winfield Rd, Wheaton)</td>
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<td>31</td>
<td>1-3:30pm</td>
<td>Soil Creek Watershed Workshop</td>
<td>SWM/TCF</td>
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<td>Willow Woods Nature Center (211 W. Road Ave, Elmhurst)</td>
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<td>February</td>
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<tr>
<td>15</td>
<td>Noon-1:30pm</td>
<td>West Branch Watershed Workshop</td>
<td>SWM/TCF</td>
<td>Sponsor/Presenter</td>
<td>Naperville Municipal Center (400 E. Eagle St, Naperville)</td>
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<td>21</td>
<td>All Day</td>
<td>AIFSM Stormwater Funding Seminar</td>
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<td>Downers Grove (Location TBD)</td>
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<td>Noon-1:30pm</td>
<td>East Branch Watershed Workshop</td>
<td>SWM/TCF</td>
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<td>Lombard Village Hall (255 E. Wilson St, Lombard)</td>
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<td>21</td>
<td>All Day</td>
<td>Winter Plant Identification Class</td>
<td>SWM/Innovate Environmental, Inc.</td>
<td>Host</td>
<td>DuPage Administrative Building (111 N. County Farm Rd, Wheaton)</td>
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<td>29</td>
<td>1pm</td>
<td>Flood Forecasting &amp; Infiltration Mapping</td>
<td>American Meteorological Society (AMS)/COD</td>
<td>Presenter</td>
<td>College of DuPage, Building 250 (Tweed Blvd., Glen Ellyn)</td>
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<td>March</td>
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<td>22-23</td>
<td>2-3pm</td>
<td>Green STEM Water Dynamics</td>
<td>SWM/SCARCE</td>
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<td>22</td>
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<td>Meadowbrook Elementary School STEM Night</td>
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<td>2019 AIFSM Annual Conference</td>
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<td>2019 Sustainable Design Challenge</td>
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<td>15</td>
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<td>DuPage River Sweep</td>
<td>TCF</td>
<td>Sponsor</td>
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Attachment: SWM countywide events (17-18-73 : DuPage County Stormwater Management Upcoming Events)
To: Stormwater Management Committee  
From: Christopher Vonnahme, Sr Project Engineer  
Subject: Wayne Oaks Dam and Reservoir  
Date: December 20th, 2017

The Wayne Oaks Dam and Reservoir are located north of North Avenue and east of Fair Oaks Road on Tributary No. 4 to the West Branch DuPage River in Carol Stream. The Tributary No. 4 Watershed is located in central DuPage County and drains approximately 2.86 square miles of area including portions of the Village of Carol Stream and unincorporated areas of Wayne Township. The open-channel system of Tributary No. 4 is approximately 1.9 miles long and joins the West Branch DuPage River in the Timber Ridge Forest Preserve.

The DuPage County Board approved the Tributary No. 4 Watershed Plan (Plan) in 1993. The purpose of the Plan was to address flooding within the watershed and to recommend necessary modifications to Wayne Oaks Lake/Dam in order to meet Illinois Department of Natural Resources - Office of Water Resources Dam Safety Regulations. The recommended alternative involved the replacement of the old metal outlet pipe from the lake with a concrete weir structure and additional excavation to provide compensatory storage for this project and other projects identified in the Plan. DuPage County funded the Wayne Oaks Dam Project through a combination of Drainage Funds and Stormwater Funds. Since the completion of the project, DuPage County has taken over the operation and maintenance responsibilities of the dam and reservoir to ensure compliance with the Dam Safety Regulations.

The basin has been planted with native prairie vegetation on the side slopes as a Best Management Practice. The deep roots of the vegetation help to stabilize the shoreline and promote infiltration. In addition, several native trees were planted as part of the restoration efforts. The Stormwater Management Department continues to maintain the native vegetation in the wetland and prairie by herbicide applications, brush cutting and periodic prescribed burns. Staff inspects the site several times during the growing season and schedules vegetation stewardship work as necessary. The weir structure is also frequently inspected for structural integrity, large debris accumulation and/or beaver activity. Debris blockages are removed when necessary.

The Wayne Oaks Dam and Reservoir provides approximately 70 acre-feet of storage on a site covering 17.4 acres. Residents often use the area for passive recreation such as walking and wildlife watching. Wildlife and waterfowl are frequently observed throughout the area.
AMENDMENT TO CONTRACT 2348-1 SERV
ISSUED TO COMED TO FURNISH ELECTRICAL SERVICES
FOR STORMWATER MANAGEMENT FACILITIES
INCREASE CONTRACT $8,000

WHEREAS, the Stormwater Management Planning Committee approved requisition to ComEd on February 1, 2017 for electrical service for Stormwater facilities in the amount of $24,000; and

WHEREAS, the Stormwater Management Planning Committee recommends changes as stated in the change order notice to increase the amount of the contract $8,000 to cover final invoices, changing the original contract amount from $24,000 resulting in an amended contract total amount not to exceed $32,000.

NOW THEREFORE BE IT RESOLVED, that County Board adopts request for change order to County contract 2348-1 SERV, issued to ComEd for electrical service for Stormwater facilities, to increase the contract in the amount of $8,000.00 resulting in an amended contract total amount not to exceed $32,000.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

____________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Decision Memo**

**Procurement Services Division**

This form is required for all Professional Service (3090) Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

<table>
<thead>
<tr>
<th>Requesting Department</th>
<th>Department Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stormwater Management</td>
<td>Alicia Favela</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contact Email</th>
<th>Contact Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:Alicia.favela@dupageco.org">Alicia.favela@dupageco.org</a></td>
<td>630-407-5698</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendor Name</th>
<th>Vendor #</th>
</tr>
</thead>
<tbody>
<tr>
<td>ComEd</td>
<td>10023</td>
</tr>
</tbody>
</table>

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

Change order to increase the contract amount for ComEd electric services for various Stormwater Management facilities.

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

Electrical energy supply services are required to power various Stormwater Management facilities. An increase is needed to pay final invoices. The energy demand for FY17 was higher than normal due to flood events in April, July and October, therefore a contract increase is necessary.

**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.

Stormwater Management owns various flood control facilities used mitigating the flood water level on county rivers and streams. A change order is necessary to ensure energy source for our gates, actuators, computers systems, stream gages and lights, etc. at these facilities.

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

Public Utility (Exempt from bidding per 55 ILCS 5/5-1-22 "Competitive Bids" (c) Not suitable for Competitive bidding.

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

Staff recommends approval of a change order to increase the amount for the electrical energy supply contract with ComEd by $8,000

**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.

Funds are available in FY17 Budget 1600-3000-53210
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Date: Nov 28, 2017

MinuteTraq (IQM2) ID #: 11546

Purchase Order #: 2348-1 SERV
Original Purchase Order Date: Mar 1, 2017
Change Order #: 1
Department: Stormwater Management

Vendor Name: ComEd
Vendor #: 10023
Dept Contact: Alicia Favela

Background and/or Reason for Change Order Request:
$8,000.00 increase to contract amount.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
</tr>
<tr>
<td>E New contract amount (C + D)</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A) (60% maximum on construction contracts)</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

☐ Cancel entire order ☐ Close Contract ☐ Contract Extension (29 days) ☐ Consent Only
☐ Change budget code from: ____________________ to: ____________________
☐ Increase/Decrease quantity from: ____________________ to: ____________________
☐ Price shows: ____________________ should be: ____________________
☐ Decrease remaining encumbrance and close contract ☐ Increase encumbrance and close contract ☐ Decrease encumbrance ☐ Increase encumbrance

FINANCE

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: ____________________ to: ____________________
☒ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount ☐ Funding Source ____________________
☐ OTHER - explain below: ____________________

afp
6698
Nov 28, 2017

5698
Nov 28, 2017

Recommended for Approval (initials) 12-18-17 6:12 PM

Buyer 12-20-17
Procurement Officer 12-21-17

Chief Financial Officer 12-21-17
Chairman's Office (Decision Memos Over $25,000) 1-2-18

FIN + CB 1-9-18

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 28
Resolution
SM-R-0030-18

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF DOWNERS GROVE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Downers Grove
(“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 Village of Downers Grove, 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 Downers Grove, 801 Burlington Avenue, Downers Grove, IL 60515; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
To: Stormwater Management Committee  
From: Mary Beth Falsey, Stormwater Management  
Subject: Countywide NPDES Permit IGAs  
Date: December 22, 2017

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 DOWNERS GROVE
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 9th day of January 2018 between the Village of Downers Grove (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 801 Burlington Avenue, Downers Grove, IL 60515 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 (hereinafter referred to as the “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 stormwater 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, a “Watershed” is defined by the United States Environmental Protection
Agency as “an area of land that drains water, sediment and dissolved materials to a common receiving body or outlet.”

WHEREAS, the stormwater 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 East Branch DuPage River and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.
3.1 The County may 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 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 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.
6.2 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 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).

6.3 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.

6.4 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.

6.5 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.

6.5.1 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.

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

6.5.3 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.

6.5.4 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.

6.6 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 insured as an additional insured, which coverage levels shall be of the same coverage types and amounts maintained by the Municipality. The Municipality further agrees that it shall be responsible for bearing the cost of repairs of County assets if those assets are damaged while being used 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 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:
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 January 9, 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: ____________________________________________
    Martin Tully
    Mayor
    Village of Downers Grove

ATTEST BY: ____________________________________________
            April Holden
            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**

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, including local adjudication proceedings, 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 Floodplain 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 and consultants, 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 necessary for the performance of the County work as identified in Exhibit A.

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 DuPage County 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 (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 rights-of-way, 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.

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 submittal 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 adjusted annually by the COUNTY by the lesser of the CPI rate for Chicago-Gary-Kenosha or two percent (2%).

<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

Current County equipment list and hourly 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.
RESOLUTION

SM-R-0031-18

INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CLARENDON HILLS
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE DES PLAINES RIVER AND SALT CREEK WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Clarendon Hills
(“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
Resolution
SM-R-0031-18

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 Clarendon Hills, 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 Clarendon Hills, 1 Prospect Avenue, Clarendon Hills, Illinois 60514; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

_____________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
To: Stormwater Management Committee  
From: Mary Beth Falsey, Stormwater Management  
Subject: Countywide NPDES Permit IGAs  
Date: December 22, 2017

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 CLARENDON HILLS
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE DES PLAINES RIVER AND SALT CREEK WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 9th day of January
2018 between the Village of Clarendon Hills of DuPage County (hereinafter referred to as the
“Municipality”) a body corporate and politic, with offices at 1 Prospect Avenue, Clarendon Hills,
Illinois 60514 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 Des Plaines 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 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:

Village of Clarendon Hills  
Public Works Department  
452 Park Avenue  
Clarendon Hills, IL 60514  
Attn: Director of Public Works

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 Clarendon Hills  
Public Works Department  
Attn: Director
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 January 9, 2017 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: _______________________________________

Len Austin
Village President
Village of Clarendon Hills

ATTEST BY: _______________________________________

Dawn Tandle
Village Clerk

BY: _______________________________________

Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: _______________________________________

Paul Hinds
County Clerk
Exhibit A
Scope of Work
County Tasks

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.
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 DuPage County Countywide Stormwater and Flood Plain Ordinance (“DCCSFP PO”).

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 DCCSFP PO.

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>
</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.
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LOMBARD
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND SALT CREEK WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Lombard (“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 Village of Lombard, 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 Lombard, 255 E. Wilson Avenue, Lombard, Illinois 60148; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Countywide NPDES Permit IGAs
Date: December 22, 2017

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 LOMBARD
AND THE COUNTY OF DUPage, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPage RIVER AND SALT CREEK WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 14th day of
November 2017 between the Village of Lombard (hereinafter referred to as the “Municipality”) a
body corporate and politic, with offices at 255 E. Wilson Avenue, Lombard, Illinois 60148 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. The
Municipality and the County are hereinafter sometimes referred to individually as a “Party” and
collectively as the “Parties.”

RE bâtals

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
(hereinafter referred to as the “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 stormwater 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 stormwater 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 East Branch DuPage River and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County may 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 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 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.

6.2 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 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 stand-by basis (if not caused by the County).

6.3 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.
6.4 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.

6.5 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.

6.5.1 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.

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

6.5.3 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.

6.5.4 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.

6.6 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:
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:

Lombard Public Works  
Attn: Director of Public Works  
255 East Wilson Avenue  
Lombard, IL 60148

E-mail: publicworks@villageoflombard.org

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 November 14, 2017 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:  

Keith Giagnorio  
Village President  
Village of Lombard

ATTEST BY:  

Sharon Kuderna  
Village Clerk

BY:  

Daniel Cronin  
Chairman  
DuPage County Board

ATTEST BY:  

Paul Hinds  
County Clerk
Exhibit A
Scope of Work
County Tasks

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**

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, including local adjudication proceedings, 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 Floodplain 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 and consultants, 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 MS4 atlas (system map) and a map/guide of all MS4 outlets within DuPage County 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 (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 rights-of-way, 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.

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 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 - $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

Current County equipment list and hourly 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 VILLAGE OF GLENDALE HEIGHTS
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND WEST BRANCH DUPAGE RIVER
WATERSHEDS

WHEREAS, the County of DuPage ("County") and Village of Downers Grove
("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 Village of Glendale Heights, 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 Glendale Heights, 300 Civic Center Plaza, Glendale Heights, IL 60139; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
To: Stormwater Management Committee  
From: Mary Beth Falsey, Stormwater Management  
Subject: Countywide NPDES Permit IGAs  
Date: December 22, 2017

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 GLENDALE HEIGHTS
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH DUPAGE RIVER AND WEST BRANCH DUPAGE RIVER
WATERSHEDS

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 9th day of January 2018 between the Village of Glendale Heights of DuPage County (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 300 Civic Center Plaza, Glendale Heights, Illinois 60139 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 East Branch DuPage River and West 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 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 Glendale Heights  
Community Development  
300 Civic Center Plaza  
Glendale Heights, IL 60139  
Attn: Director of Community Development

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 Glendale Heights
Community Development
Attn: Director
300 Civic Center Plaza
Glendale Heights, IL 60139
Email: joanne_kalchbrenner@glendaleheights.org

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 January 9, 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: ____________________________
Linda Jackson
Village President
Village of Glendale Heights

ATTEST BY: ____________________________
Marie Schmidt
Village Clerk

BY: ____________________________
Daniel Cronin
Chairman
DuPage County Board

ATTEST BY: ____________________________
Paul Hinds
County Clerk
Exhibit A
Scope of Work
County Tasks

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 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>
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<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
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.
AWARDING RESOLUTION
ISSUED TO XYLEM WATER SOLUTIONS USA, INC.
FOR PURCHASE OF TWO GOODWIN PUMPS (USED)
FOR DE-WATERING AND BYPASS PUMPING
DURING EMERGENCY SITUATIONS
(TOTAL AMOUNT $60,000.00)

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

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of a contract purchase order to Xylem Water Solutions, Inc., for the purchase of two (2) Goodwin pumps (used) to be used at various location throughout the County for de-watering and bypass pumping during emergency situations.

NOW, THEREFORE, BE IT RESOLVED that County Contract, covering said, for the purchase of two (2) Goodwin pumps (used) to be used at various location throughout the County for de-watering and bypass pumping during emergency situations, for Public Works, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division, to Xylem Water Solutions USA, Inc., 9661 194th Ave, Mokena, IL 60448, for the total contract amount not to exceed $60,000.00 per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - used equipment

Enacted and approved this 9th day of January, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**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>
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<tbody>
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<td>December 20, 2017</td>
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<td>$60,000.00</td>
<td>PUBLIC WORKS DEPT.</td>
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### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bidding

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<thead>
<tr>
<th>Name</th>
<th>Status</th>
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<tbody>
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</tr>
<tr>
<td>Nick Kottmeyer</td>
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<tr>
<td>Jan Janowicz</td>
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<tr>
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<tr>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
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<tr>
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<td>Completed</td>
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<tr>
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<td>01/02/2018 7:30 AM</td>
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<tr>
<td>Public Works Committee</td>
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<td>01/02/2018 9:15 AM</td>
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<td>Finance Committee</td>
<td>Pending</td>
<td>01/09/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>01/09/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions
Attache Required Vendor Ethos Disclosure Statement

---

**Vendor:** Xylem Water Solutions USA, Inc.

**Vendor #:**

**Contract Term:** N/A

**Contract Total:** $60,000.00

**Dept:** Public Works

**Contact:** Sean Reese

**Phone:** 630-985-7400

**Assigned Committee:** Public Works

---

**Description of Procurement/Scope of Work/Background:**

Purchase of two (2) Godwin pumps for bypass pumping and emergency flood control in the amount of $60,000.

---

**Reason for Procurement:**

These pumps will be used at various locations throughout DuPage County as needed for de-watering and bypass pumping during emergency situations.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 2000-2665-52250 / 1000-3200-52250 / 1600-3000-52250
- Budget Transfer (Date) ____________________  Add'l Information ____________________

---

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # ____________________  (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- RENEVAL, 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:
  - This is used equipment and therefore not suitable for bidding.

---

**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)
- RENEAL 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)**

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
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<tbody>
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</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>
</tr>
</thead>
<tbody>
<tr>
<td>C.P.</td>
<td>12-21-17</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
December 19, 2017

DUPAGE COUNTY STORMWATER MGMT
PROCUREMENT SERVICES DIVISION
421 N COUNTY FARM RD
WHEATON IL 60187

Quote # 2017-CHI-0963
Re: Dupage County Storm Godwin

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Customer to confirm discharge and suction fittings which will be supplied by Xylem and are included in the attached pricing.

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Godwin CD150M RGT 6&quot; pump - former fleet #D-63019 issued into service 12/30/14 approx hours 801</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

Total Project Price $30,000.00

Terms & Conditions
This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at [http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx](http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Frequency: 3 DAP - Delivered At Place. 08 - Jobsite (per IncoTerms 2010) See Freight Payment (Delivery Terms) below.

Taxes: State, local and other applicable taxes are not included in this quotation.

Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.

Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report...
 damages or shortages so that replacement items can be shipped and the appropriate claims made.

**Taxes**: State, local and other applicable taxes are not included in this quotation.

**Terms of delivery**: Customer pick up

**Terms of payment**: Net 60 Days

**Validity**: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

**Customer Acceptance**: A signed facsimile copy of this quote is acceptable as a binding contract.

---

**Signature**: __________________________  **Company/Utility**: __________________________

**Name**: __________________________  **Address**: __________________________

(PLEASE PRINT)

**Email**: __________________________  __________________________

**Date**: __________________________  **Phone**: __________________________

**PO#**: __________________________  **Fax**: __________________________

**Schedule**: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

[Signature]

Chris Tuinstra  
Direct Sales Representative  
Phone: 708-781-0177  
Cell: 708-990-4919  
christopher.tuinstra@xyleminc.com  
Fax: 708-342-0491
Xylem Water Solutions USA, Inc.
Flygt Products
9661 194th Street
Mokena, IL 60448
Tel (708) 342-0484
Fax (708) 342-0491

December 19, 2017

DUPAGE COUNTY PUBLIC WORK
7900 S ROUTE 53
WOODRIDGE IL 60517

Quote # 2017-CHI-0962
Re: Dupage Public Works

Xylem Water Solutions USA, Inc. is pleased to provide a quote for the following Flygt equipment.

Customer to confirm suction and discharge fittings which are to be supplied and are included in the attached pricing.

<table>
<thead>
<tr>
<th>Godwin CD150</th>
<th>Qty</th>
<th>Part Number</th>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1</td>
<td></td>
<td>Godwin CD150M RGT 6&quot; pump – former fleet #D-63164 issued into service 12/30/14 approx. hours 583</td>
<td>$30,000.00</td>
<td>$30,000.00</td>
</tr>
</tbody>
</table>

Total Project Price $30,000.00

Terms & Conditions
This order is subject to the Standard Terms and Conditions of Sale – Xylem Americas effective on the date the order is accepted which terms are available at [http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx](http://www.xyleminc.com/en-us/Pages/terms-conditions-of-sale.aspx) and incorporated herein by reference and made a part of the agreement between the parties.

Purchase Orders: Please make purchase orders out to: Xylem Water Solutions USA, Inc.
Freight Terms: 3 DAP - Delivered At Place 08 - Jobsite (per IncoTerms 2010)
See Freight Payment (Delivery Terms) below.
Taxes: State, local and other applicable taxes are not included in this quotation.
Back Charges: Buyer shall not make purchases nor shall Buyer incur any labor that would result in a back charge to Seller without prior written consent of an authorized employee of Seller.
Shortages: Xylem will not be responsible for apparent shipment shortages or damages incurred in shipment that are not reported within two weeks from delivery to the jobsite. Damages should be noted on the receiving slip and the truck driver advised of the damages. Please contact our office as soon as possible to report.
damages or shortages so that replacement items can be shipped and the appropriate claims made.

Taxes: State, local and other applicable taxes are not included in this quotation.

Terms of delivery: Customer pick up

Terms of payment: Net 60 Days

Validity: This Quote will expire in ninety (90) days unless extended in writing by Xylem Water Solutions USA, Inc..

Customer Acceptance: A signed facsimile copy of this quote is acceptable as a binding contract.

Signature: ___________________________ Company/Utility: ___________________________

Name: ___________________________ Address: ___________________________

(PLEASE PRINT)

Email: ___________________________

Date: ___________________________ Phone: ___________________________

PO#: ___________________________ Fax: ___________________________

Schedule: Please consult your local Flygt Branch Office to get fabrication and delivery lead times.

Thank you for the opportunity to provide this quotation. Please contact us if there are any questions.

Sincerely,

[Redacted]

Chris Tuinstra
Direct Sales Representative
Phone: 708-781-0177
Cell: 708-990-4919
christopher.tuinstra@xyleminc.com
Fax: 708-342-0491

[FLYGT]
a xylem brand
**Purchase Requisition**

**Procurement Services Division**

**Date:** Dec 19, 2017

**MinuteTraq (IQM2) ID #:** 11592

**Department Req #:** 18213002

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Xylem Water Solutions USA, Inc.</th>
<th>Dept: DuPage County Public Works</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Chris Tuinstra</td>
<td>Attn: Accounts Payable</td>
</tr>
<tr>
<td>Email: <a href="mailto:christopher.tuinstra@xyleminc.com">christopher.tuinstra@xyleminc.com</a></td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 9661 194th Street</td>
<td>Address: 7900 S. Route 53</td>
</tr>
<tr>
<td>City: Mokena</td>
<td>City: Woodridge</td>
</tr>
<tr>
<td>State: IL</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60048</td>
<td>Zip: 60517</td>
</tr>
<tr>
<td>Phone: 708-342-0484</td>
<td>Phone: 630-985-7400</td>
</tr>
<tr>
<td>Fax: 708-342-0491</td>
<td>Fax: 630-985-4802</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Accounts Payable Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 7900 S. Route 53 Room:</td>
<td></td>
</tr>
<tr>
<td>City: Woodridge</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60517</td>
<td>Phone: 630-985-4802</td>
</tr>
</tbody>
</table>

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: SAME</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</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>PER 50 ILCS 505/1</td>
<td></td>
<td>Amy Arlowe/Dawn Carbone</td>
</tr>
</tbody>
</table>

**Destination**

<table>
<thead>
<tr>
<th>Contract Administrator</th>
<th>Contract Start Date</th>
<th>Contract End Date</th>
<th>Use for</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Vendor: SAME</th>
<th>Dept: SAME</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
<td></td>
</tr>
<tr>
<td>Address:</td>
<td>Room:</td>
</tr>
<tr>
<td>City:</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip:</td>
<td>Phone:</td>
</tr>
<tr>
<td>Fax:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

** LN  Qty  UOM  Item Detail (Product #)  Description  FY  Dept #  Acctg Unit  Acct #  Sub-Accts and/or Activity #  Unit Price  Extension |
| 1  | 1  | EA  | Two (2) Godwin CD150M RGT 6" pumps  | 2000  | 2665  | 52250  | 20,000.00  | 20,000 |
| 2  | 1  | EA  | 1000  | 3200  | 52250  | 20,000.00  | 20,000 |
| 3  | 1  | EA  | 1600  | 3000  | 52250  | 20,000.00  | 20,000 |

**Requisition Total $60,000.00**

**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

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

Company Name: Xylem Water Solutions
Contact Phone: 708-781-0174

Company Contact: Paul Yost
Contact Email: paul.yost@xyleminc.com

Date: Dec 19, 2017
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

- **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.

- **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 Paul Yost
Title Branch Manager
Date Dec 19, 2017

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