DU PAGE COUNTY
DU PAGE COUNTY BOARD
FINAL AGENDA

May 8, 2018  Regular Meeting  10:00 AM

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

Chairman
Daniel Cronin

District 1
Donald Puchalski
Sam Tornatore

District 2
Elizabeth Chaplin
Peter DiCianni
Sean Noonan

District 3
Gary Grasso
Greg Hart
Brian Krajewski

District 4
Grant Eckhoff
Tim Elliott
Amy Grant

District 5
Janice Anderson
James Healy
Tonia Khouri

District 6
Robert Larsen
Kevin Wiley
James Zay

County Administrator - Thomas Cuculich
Deputy County Administrator - Sheryl Markay
1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION
   A. Rabbi Ricky Kamil - Congregation Etz Chaim, Lombard

4. ROLL CALL

5. CHAIRMAN'S REPORT
   A. Anniversary Award - Pam Borla, 30 years
   B. Anniversary Award - Joe Rodrigues, 30 years
   C. Family Self Sufficiency Proclamation

6. PUBLIC COMMENT

7. CONSENT ITEMS
   B. Minutes -- County Board Minutes - 3/27/18
   C. Payment of Claims -- 4/20/18 Paylist
   D. Payment of Claims -- 4/24/18 Paylist
   E. Payment of Claims -- 4/27/2018 Paylist
   F. Payment of Claims -- 5/1/18 Paylist
   G. Wire Transfers -- 05/02/18 Wire Transfer
   H. Consent Item -- Treasurer's Monthly Report of Investments and Deposits - April 2018
   I. Consent Item -- Consent Agenda 5/8/18

8. COUNTY BOARD - ZAY
   Committee Update
   A. CB-R-0178-18 RESOLUTION -- Appointment of Dino C. Gavanes to Vacant County Board District 1 Seat
B. Approval of DuPage County Board Committee Assignments

C. CB-R-0175-18 RESOLUTION -- Appointment of Charles E. Bratcher to the West Chicago Fire Protection District

D. CB-R-0176-18 RESOLUTION -- Appointment of Anthony P. Gagliardi to the West Chicago Fire Protection District

E. CB-R-0177-18 RESOLUTION -- Appointment of Michael J. Loftus to the Zoning Board of Appeals

9. FINANCE -

Committee Update

A. FI-R-0174-18 RESOLUTION -- Placing Names on Payroll

B. FI-R-0179-18 RESOLUTION -- Budget Transfers 05-08-18 Budget Transfers Various Companies and Accounting Units

C. Authorization for Overnight Travel -- County Board member to attend the 2018 NACo Annual Conference in Nashville, TN on July 13 through July 16, 2018. Expenses to include registration, and meals for an approximate total of $697.00.

10. ANIMAL SERVICES - KRAJEWSKI

Committee Update

A. Authorization for Overnight Travel -- Volunteer/Rescue/Foster Coordinator Travel to Port Huron, MI May 1, 2018 - May 2, 2018 to meet a Canadian animal rescue and complete a transfer of two Chow shelter dogs. Animal Services is not requesting reimbursement for lodging. Expenses to include mileage, tolls, and per diem for an updated approximate total of $521.15.

11. HEALTH & HUMAN SERVICES - LARSEN

Committee Update

A. HHS-P-0147-18 Recommendation for the approval of a contract purchase order to Warehouse Direct, Inc., for hand soap, hand sanitizer, lotion, shampoo and body wash, for the DuPage Care Center, for the period May 28, 2018 through May 27, 2020, for a contract amount not to exceed $62,639.92, per lowest responsible bid #18-055-GV.

B. HHS-P-0148-18 Recommendation for the approval of a contract purchase order to Prescription Supply, Inc., for secondary pharmaceuticals for In-House Close Shop Pharmacy for the period May 21, 2018 through May 20, 2019, for a total contract not to exceed $170,000.00, per sole responsible bid #18-067-DT.
C. HHS-P-0149-18 Recommendation for the approval of a contract purchase order to Sysco Chicago, Inc., for Primary Food Supplies and Chemicals for the DuPage Care Center Dining Services, JTK Administration Building and Judicial Office Facility Building Cafe’s, for the period June 1, 2018 through May 31, 2019, for a contract total not to exceed $1,111,000.00, per sole qualified offeror per proposal #P18-045-GV.

D. Change Order -- HHS-P-0385B-17 - Amendment to Resolution HHS-P-0385A-17, issued to Healthy Air Heating and Air, Incorporated, to provide architectural weatherization labor and materials to the PY18 Weatherization Program, to increase the encumbrance in the amount of $190,154.00, resulting in an amended contract total amount of $313,025.00, an increase of 154.76% (Service Contract 2770-0001 SERV).

E. Authorization for Overnight Travel -- Community Development Administrator to attend the Illinois Home Weatherization Assistance Program (IHWAP) Policy and Procedure Workshop in Springfield, Illinois from May 15, 2018 through May 16, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of $370.00. Weatherization grant funded 5000-1400

F. Authorization for Overnight Travel -- Community Development Assessor/Final Inspector to attend the Illinois Home Weatherization Assistance Program (IHWAP) Policy and Procedure Workshop in Springfield, Illinois from May 15, 2018 through May 16, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of $315.18. Weatherization grant funded 5000-1400

G. Authorization for Overnight Travel -- Senior Community Development Specialist to attend the annual National Conference on Ending Homelessness in Washington, DC from July 22, 2018 through July 25, 2018. Expenses to include registration, transportation, lodging, and per diems for approximate total of $2,045.00. Funded by the HUD Continuum of Care Planning grant 5000-1510

H. Authorization for Overnight Travel -- Community Services Information and Referral Coordinator to attend the Department of Commerce and Economic Opportunity (DCEO) Community Service Block Grant (CSBG) mandatory 2019 grant training in Springfield, Illinois from June 5, 2018 through June 7, 2018. Expenses to include lodging and per diem for approximate total of $300.00. CSBG grant funded.

I. Authorization for Overnight Travel -- Community Services Administrator to attend the Department of Commerce and Economic Opportunity (DCEO) Community Service Block Grant (CSBG) mandatory 2019 grant training in Springfield, Illinois from June 5, 2018 through June 7, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc., and per diem for approximate total of $525.00. CSBG grant funded.

J. Authorization for Overnight Travel -- Community Services Administrator to take a certification exam for the Certified Community Action Professional (CCAP) in Springfield, Illinois from June 19, 2018 through June 20, 2018. Expenses to include lodging, miscellaneous expenses (parking, mileage, etc.), and per diems for approximate total of $375.00. CSBG grant funded.
K. Authorization for Overnight Travel -- Assistant Financial Services Administrator to attend the Department of Commerce and Economic Opportunity (DCEO) Community Service Block Grant (CSBG) mandatory 2019 grant training in Springfield, Illinois from June 5, 2018 through June 7, 2018. Expenses to include lodging, and per diem for approximate total of $300.00. CSBG grant funded.

12. JUDICIAL/PUBLIC SAFETY - ECKHOFF

Committee Update

A. JPS-P-0137-18 Recommendation for the approval of a contract purchase order to Logicalis, Inc., to provide needed hardware and software along with professional and technical assistance for the computer system of the Circuit Court Clerk, for a contract total amount of $191,057.90. 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).

B. JPS-P-0138-18 Recommendation for the approval of a contract purchase order to Currie Motors, for the purchase of thirteen (13) 2018 Police Ford Interceptor vehicles for the Sheriff's Office, for a contract total amount not to exceed $375,479.00, Per Cooperative Purchasing Agreement Pricing, in compliance with 30 ILCS 525/2 "Governmental Joint Purchasing Act" – NWMC Northwest Municipal Conference #152.

C. Change Order -- JPS-P-0174A-16 - Amendment to Resolution JPS-P-0174-16, (purchase order 1903-001 SERV), issued to Logicalis to provide cloud based disaster recovery for the Circuit Court Clerk, for the period of July 1, 2016 through June 30, 2021, to increase encumbrance in the amount of $4,468.00, resulting in an amended contract total amount not to exceed $809,370.52, an increase of 0.56%.

13. PUBLIC WORKS - HEALY

Committee Update

A. DR-R-0156-18 RESOLUTION -- Acceptance of Permanent Drainage and Temporary Construction Easement - Camacho - $1.00

B. DR-R-0157-18 RESOLUTION -- Acceptance of Permanent Drainage and Temporary Construction Easement - Lagro - $1.00

C. PW-R-0158-18 RESOLUTION -- First Amendment to the Intergovernmental Agreement Between the Highland Hills Sanitary District, the Flagg Creek Water Reclamation District and the County of DuPage, Illinois for Review of Accounts and Operations in Preparation for Dissolution
D. PW-P-0139-18 Recommendation for the approval of a contract purchase order Fairbanks Morse Engine, for parts, labor, and maintenance on an as needed basis to repair and provide yearly maintenance on the engine generator at the Woodridge Greene Valley Treatment Facility, for Public Works, for the period April 1, 2018 through March 31, 2022, for a contract total amount not to exceed $150,000.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source. Maintenance on the engine generator

E. PW-P-0143-18 Ratification of an Emergency Procurement to ServiceMaster DSI for emergency restoration services due to sanitary sewer back-up, for a total contract amount not to exceed $39,936.11. Emergency Procurement per 55 ILCS 5-1022 based upon being necessary to ensure public health and safety to the residences.

F. FM-P-0140-18 Recommendation for the approval of a contract purchase order to Boelter, LLC, to provide the replacement of the dish machine at the Jail, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $117,826.95, per lowest responsible bid #18-077-GV

G. FM-P-0141-18 Recommendation for the approval of a contract purchase order to Interboro Packaging Corporation, to furnish and deliver plastic trash and recycling can liners, as needed for County facilities, for Facilities Management, for the period May 17, 2018 through May 16, 2019, for a total contract amount not to exceed $42,223.20, per renewal option under bid award #17-045-JM, first option to renew

H. FM-P-0142-18 Recommendation for the approval of a contract purchase order to Advent Systems, Inc., to provide replacement of the security system for Work Release, for Facilities Management, for the period through November 30, 2018, for a total contract amount not to exceed $397,418.00, per most qualified offer on proposal 17-242-LG

14. STORMWATER - ZAY

Committee Update

A. SM-R-0127-18 RESOLUTION -- Intergovernmental Agreement Between the Wayne Township Road District and the County of DuPage, Illinois for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds

B. SM-R-0155-18 RESOLUTION -- Intergovernmental Agreement Between the Village of Lisle and the County of DuPage, Illinois (Stormwater Management Department and Public Works Department) for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch and West Branch DuPage River Watershed

C. SM-R-0159-18 RESOLUTION -- An Intergovernmental Agreement Between the City of West Chicago and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds
D. SM-R-0160-18 RESOLUTION -- An Intergovernmental Agreement Between the City of Oakbrook Terrace and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek Watershed

E. SM-R-0161-18 RESOLUTION -- An Intergovernmental Agreement Between the Village of Oak Brook and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek Watershed

F. SM-R-0162-18 RESOLUTION -- An Intergovernmental Agreement Between the Village of Hinsdale and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the Salt Creek and Des Plaines River Watersheds

G. SM-R-0163-18 RESOLUTION -- An Intergovernmental Agreement Between the Village of Carol Stream and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

H. SM-R-0164-18 RESOLUTION -- An Intergovernmental Agreement Between York Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and Salt Creek Watershed

I. SM-R-0165-18 RESOLUTION -- An Intergovernmental Agreement Between Winfield Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River, West Branch DuPage River, and Fox River Watersheds

J. SM-R-0166-18 RESOLUTION -- An Intergovernmental Agreement Between Naperville Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the West Branch DuPage River and Fox River Watersheds

K. SM-R-0167-18 RESOLUTION -- An Intergovernmental Agreement Between Milton Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

L. SM-R-0168-18 RESOLUTION -- An Intergovernmental Agreement Between Lisle Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and West Branch DuPage River Watersheds

M. SM-R-0169-18 RESOLUTION -- An Intergovernmental Agreement Between Downers Grove Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the Des Plaines River, East Branch DuPage River, and Salt Creek Watersheds
N. SM-R-0170-18 RESOLUTION -- An Intergovernmental Agreement Between Bloomingdale Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River, West Branch DuPage River, and Salt Creek Watersheds

O. SM-R-0171-18 RESOLUTION -- An Intergovernmental Agreement Between Addison Township Road District and the County of DuPage for the Implementation of the National Pollutant Discharge Elimination System Program in the East Branch DuPage River and Salt Creek Watersheds

P. SM-P-0144-18 Recommendation for the approval of a contract purchase order issued to WBK Engineering, LLC, for On Call Professional Engineering Services, for Stormwater Management. This contract covers the period through April 30, 2019, for a contract total not to exceed $45,000.00. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. vetted through a qualification based selection process (Architects, Engineers and Land Surveyors).

Q. SM-P-0145-18 Recommendation to enter into an Agreement with Ruettiger, Tonelli & Associates, Inc., for Professional Land Surveying Services, for Stormwater Management. This contract covers the period through April 30, 2019, for a contract total amount not to exceed $40,000.00. Professional Services in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/ et. seq. Vetted Through a qualification based selection process (Architects, Engineers and Land Surveyors).

R. SM-P-0146-18 Recommendation to approve an Intergovernmental Agreement Between County of DuPage, Illinois and Glen Ellyn Park District for the Ackerman Park Permeable Pavers Water Quality Improvement Project, covering the period of May 8, 2018 through May 1, 2019 for Stormwater Management, for a contract total amount not to exceed $35,567. Per Intergovernmental Agreement (Ackerman Park Permeable Paver Project has been selected for funding for the FY2018 Water Quality Improvement Program Grant)

15. TECHNOLOGY - WILEY

   Committee Update

   A. TE-R-0180-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage ("County") and the Lisle-Woodridge Fire Protection District ("District") to permit County staff to review geospatial data kept by the District and develop a GIS application to map the routes and dispatch locations for the District.

   B. TE-P-0154-18 Recommendation for the approval of a contract purchase order to True North Consulting Group, for Telecom Needs Analysis, Budget & RFP development, for Information Technology. This contract covers the period of May 8, 2018 to May 8, 2019, for a contract total amount $43,000.00, per bid #18-065-LG.

16. TRANSPORTATION - PUCHALSKI
Committee Update

A. DT-R-0112-18 RESOLUTION -- Impact Fee Improvement Credit Agreement – Rt 83 & Plainfield LLC, Willows Center, 840 Plainfield Road, Willowbrook

B. DT-R-0149-18 RESOLUTION -- Intergovernmental Agreement between the County of DuPage and the Village of Woodridge, for improvements to CH 31/87th Street at Woodward Avenue, Section 13-00253-01-CH (County to be reimbursed an estimated $50,200.00)

C. DT-R-0154-18 RESOLUTION -- Awarding Resolution to Superior Road Striping, Inc., for the 2018 Pavement Marking Maintenance Program, Section 18-PVMKG-06-GM, for an estimated County cost of $419,359.00; Per low bid

D. Action Item -- DT-R-0601A-18 – Amendment to Resolution DT-R-0601-18, issued to Davis Concrete Construction Company for the 2016 Sidewalk Improvement Program, Section 16-SDWLK-02-SW, to increase the funding in the amount of $56,528.06, resulting in a final County cost of $486,400.49, an increase of 13.15%

E. DT-P-0124-18 Recommendation for the approval of a contract purchase order to Thomas Engineering Group, LLC, for Professional Engineering Services for the 2018 Bridge Inspection Program upon the request of the Division of Transportation, Section 18-BRDGE-06-EG, for a contract total not to exceed $90,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

F. DT-P-0125-18 Recommendation for the approval of a contract purchase order to Hey and Associates, Inc., for Professional Landscape Design and Construction Supervision Services, for various County Highway projects, for a contract total not to exceed $60,000.00; Professional Services (Architects, Engineers and Land Surveyors) vetted through a qualification based selection process in compliance with the Illinois Local Government Professional Services Selection Act, 50 ILCS 510/et. seq.

G. DT-P-0128-18 Recommendation for the approval of a contract purchase order to Curran Materials Company, to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, for a contract total not to exceed $25,000.00; Per renewal option under bid award 17-092-GV, first of three options to renew

H. DT-P-0129-18 Recommendation for the approval of a contract purchase order to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver two (2) 2019 Ford F-550 4X4 SuperCab Chassis with dump bodies for the Division of Transportation, for a contract total not to exceed $112,368.00; per lowest responsible bid 18-071-LG

17. UNFINISHED BUSINESS

18. NEW BUSINESS
19. EXECUTIVE SESSION
   A. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (11) - Pending Litigation
   B. Pursuant to Open Meetings Act 5 ILCS 120/2 (c) (2) - Collective Negotiating Matters

20. MEETING ADJOURNED
   A. This Meeting is adjourned to Tuesday, May 22, 2018 at 10:00 a.m.
The proceedings of the County Board of DuPage County at a Regular meeting held at the DuPage Center, 421 North County Farm Road, Wheaton, Illinois, on Tuesday, March 27, 2018, at 10:00 A.M.

Meeting called to order with Chairman Cronin presiding.

On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay were present. Member Khouri was not present at the time of roll call.

Chairman Cronin introduced Chris Hensley of Northwestern Memorial Foundation, Janelle Chadwick and Linda Linford who presented a donation for the Kenneth Moy DuPage Care Center.

Chairman Cronin presented a Proclamation of Commendation for Fair Housing Month to Mary Keating and Pat Mathis, Hope Fair Housing Board Member.

Member Grasso moved, seconded by Member Puchalski, that a Proclamation of Commendation for Fair Housing Month be approved.

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PROCLAMATION OF COMMENDATION
FOR FAIR HOUSING MONTH

WHEREAS, April 2018 marks the 50th Anniversary of the Federal Fair Housing Act of 1968, which prohibits discrimination concerning the sale, rental and financing of housing based on race, color, religion, national origin, sex, disability and familial status; and

WHEREAS, the illegal barriers to equal opportunity in housing, no matter how subtle, diminish the rights of all; and

WHEREAS, the month of April is a time to highlight the importance of the Act and to continue to educate the public that all citizens have the right to live in the community of their choice without fear or discrimination; and

WHEREAS, DuPage County, through the coordinated efforts of the United States Department of Housing and Urban Development (HUD), state and local governments, fair housing organizations, concerned citizens and the housing industry, works diligently to eliminate discrimination in housing, by protecting the rights of all of its citizens; and
WHEREAS, as we celebrate April as Fair Housing Month, DuPage County recognizes Hope Fair Housing Center of DuPage, a local nonprofit organization dedicated to eliminating housing discrimination and segregation; and

WHEREAS, Hope Fair Housing and DuPage County have had a long and effective partnership working to expand housing opportunities for all members in the community, to rent or buy any home they can afford, thereby creating economically sound, vibrant neighborhoods.

NOW, THEREFORE, BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board, and members of the County Board do hereby proclaim April 2018 as Fair Housing Month in DuPage County and commend the efforts of Hope Fair Housing to provide equal housing opportunities for all.

Enacted this 27th day of March, 2018, in Wheaton, Illinois.

Chairman Cronin introduced Carol Simler, Executive Director of DuPage PADS, who spoke regarding homelessness in our community.

Chairman Cronin made the following remarks:

This morning we will develop important information related to the election on March 20th. As we consider all the facts, the most important thing to convey to the public is that our election process was secure and the integrity of the election is undoubtedly intact. All votes were counted and matter.

The next important task is to certify the election results by April 9th, per election law. Although we do not have direct day to day oversight of the Election Commission, we are the appropriate authority to gather the facts, review the matter and suggest proposals for improvement. After the election results are certified in April, we will share ideas, thoughts and proposals for change with the Election Commission.

In my mind, all of this underscores the need for legislation to be passed by the General Assembly that would fold the duties of the Election Commission into the County Clerk’s office, a process we began last year and one approved by the voters just last week. On April 11th, I plan to be in Springfield testifying in support of the bill to help assure its passage.

Please know, any frustration or concern from this Board is simply the result of our collective interest in delivering results to the public in a timely matter. Finally, let me convey our thanks to the election judges and precinct workers who made an extraordinary effort to get votes counted late into the evening Tuesday. I know I speak for each member of this Board when I say we deeply appreciate your public service.
DuPage County Election Commissioners Jamie Lowe and John Boske are here, as is Joe Sobecki, Executive Director of the Election Commission with a report.

Chairman Cronin introduced Executive Director Joe Sobecki, who gave a Preliminary Ender Card Incident Response Report.

Member Elliott asked if the ender cards were checked after they received them from the vendor. Mr. Sobecki replied that they did not. The kits were received Wednesday and put in the polling place boxes.

Member Fichtner asked if the RFP stated the thickness of the paper of .07. Mr. Sobecki answered that the vendor was given a sample kit of what was needed to be printed.

Member Healy stated that Election Day ran well and good decisions were made on Election Day. He asked when they received the ender cards from the printer, were they tested. Mr. Sobecki replied that they tested the ballots, but the ender cards came in a kit and were sent out. In the future, they will be tested.

Member Healy said that frustration is building over the past few elections because of all the problems. He feels the Election Commission should run a mock election to test all aspects of the election.

Member Puchalski remarked that this is the third election cycle that we have had problems. We should be better.

Member DiCianni questioned when they submitted the sample kit, there is a broker, Liberty Systems, who has had problems in the past. Mr. Sobecki stated that Procurement had given the sample kit to the bidders.

Member DiCianni stated that if the printer was given paper at .07 and the vendor gave us .12, then the printer is at fault and questioned why we have a broker. He questioned why the broker didn’t check the quality. He also asked why the Board of Election Commission meeting was cancelled before the election. Mr. Sobecki answered that the cancellation was a request from staff. The courts delayed the ballot printing so they needed to wait before testing over 65,000 ballots.

Member Elliott said that he agreed with Member Healy. The response was great on Election Day. They received the kits Wednesday before the election so if a problem was found, was there enough time to get new cards. He asked if Liberty Systems was the company used before ABS. Mr. Sobecki replied that the subcontractor, ABS, was listed on the bid. The actual printer was ABS and they printed cards in the past years.

Member Chaplin questioned if Liberty Systems fulfilled their quality control. Mr. Sobecki answered that he was unable to answer at this time.
Member Chaplin stated that she thought they should send a complaint to the State Board of Elections for review. She believes the State Board of Elections should certify printers for elections to guarantee quality control and she encourages legislation in Springfield.

Member Larsen said that he appreciates the response on Election Day. He is stunned that the kits were not tested. DuPage County was the last county to report results. We had ender cards that worked, so he questioned why we needed new cards.

Member Tornatore questioned if early voting was done the same way. Mr. Sobecki replied that it is done on a touch screen machine, not the tabulator.

Member Tornatore asked if he received an answer from ABS as to why the paper was different. Mr. Sobecki answered that he could not go into detail at this time. They are exploring their options.

Member Tornatore questions why there was a difference in the size of the paper and if you know the details, why can’t you tell us.

Member Grasso questioned if ABS and Liberty Systems knew that .07 paper was needed for the ender cards. Mr. Sobecki replied that they did.

Member Chaplin said that she doesn’t know if they followed quality control. The contract can be cancelled within 30 days if they don’t meet qualifications.

Member Grant stated that Liberty Systems does kits for other counties, so why was DuPage different.

Member Wiley remarked that there was a failure of communication to all the polling places. They should have a risk assessment plan for all 268 sites.

Member Zay questioned if there was an estimate of expense caused by this problem. Mr. Sobecki replied that he doesn’t have an estimate at this point.

Member Zay felt that the Election Judges deserved additional pay for a longer process. This was a new vendor. Why wouldn’t you test something when received for the first time? Open the box. Mr. Sobecki answered that the sample kit met the specs.

Member Fichtner said that the ender card is used to lock the machine. Without the card going through, can more ballots go through the machine. Mr. Sobecki stated that it wouldn’t balance the total ballots cast.

Member Fichtner felt this was a Procurement and testing issue.

Member Healy stated that there were two main flaws: the Procurement process and not running a mock election. Mr. Sobecki remarked that they ran every ballot through every machine, just not the ender card.
Member Grant said that you could see the difference in the ender cards.

Member Krajewski remarked that most elections are run by the County Clerks. He questioned why the House didn’t pass the legislation last session to eliminate the Election Commission.

Member Noonan felt they needed to apologize to the voters. Mr. Sobecki replied that we are responsible for the delay and that he is sorry the judges had to wait therefore making their day longer.

Member Chaplin stated that there was not enough tape to print in the poll books. At Precinct Lisle 10, the Election Judge pulled out the old poll books because the electronic books kept shutting down. Last year we were told the paper poll books would not be needed. She was glad the paper was printed. Mr. Sobecki remarked that this was the first county-wide election using the electronic poll books. The process has become more electronic these days by State laws.

Member Tornatore said that there is a .583 size difference in the ender cards and he wants to know why Mr. Sobecki is unable to tell him why. What is being done to answer this question? Mr. Sobecki replied that he understands. There will be a Special Board Meeting next Tuesday.

Member DiCianni felt that the vendor and printer are liable.

Member Hart stated that our Election Judges make sure the elections run smoothly. We need a plan to retain and attract new judges.

Mr. Sobecki said that they want to create a judge program and revisit training. Only 33% of the judges come from committeemen. They need to engage civic groups, league of women voters and the political parties to obtain more judges.

Member Wiley stated that if our judges can’t use the technology provided and we need high school students only because we can’t use the technology, then there is a problem with our system. Mr. Sobecki remarked that they use HS kids as judges to fill those positions.

Chairman Cronin stated that a new election is just seven months away. Even with new legislation, it won’t affect the November election. He finds it stunning that you don’t have the ability to communicate with every polling place. He requests that if there is any resolution with the vendor, it be brought before the County Board.

The following people voiced Public Comment regarding the Election Commission:

Caitlin Kankonsky
Stan Zegel
Jane Carr
Arlene Kendorski
Jean Kaczmarek

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and the following on various other matters:

Hadiya Afzal – Gun control possibilities
Paul Wickland – Zoning Petition #Z18-003

Member Zay moved, seconded by Member DiCianni, that the Consent Calendar be approved. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Healy and Khouri were not present at the time of roll call. Motion carried.

Member Zay moved, seconded by Member Elliott, that Resolution #CB-R-0053A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0053A-18
CORRECTION OF A SCRIVENER’S ERROR IN RESOLUTION CB-R-0053-18
APPOINTMENT OF DONALD C. SHARP
TO THE DU PAGE COUNTY AIRPORT AUTHORITY

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Donald C. Sharp to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Donald C. Sharp to be a Commissioner of the DuPage Airport Authority for a term ending January 29, 2022; and

BE IT FURTHER RESOLVED that the “Certificate of Appointment” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Donald C. Sharp; Phillip Luetkehans, Schirott & Luetkehans, 105 East Irving Park Road, Itasca, Illinois 60143; David Bird, Executive Director, DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, Illinois 60185; Auditor; Treasurer; Finance Department; State’s Attorney and the County Board Office.
Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Elliott, that Resolution #CB-R-0069A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0069A-18
CORRECTION OF A SCRIVENER'S ERROR IN RESOLUTION CB-R-0069-18
APPOINTMENT OF BLANCHE H. FAWELL
TO THE DU PAGE COUNTY ETHICS COMMISSION

WHEREAS, Daniel J. Cronin has submitted to the County Board his nomination of Blanche H. Fawell to be a Commissioner of the DuPage County Ethics Commission; and

WHEREAS, the DuPage County Ethics Ordinance provides that Ethics Commissioners shall be residents of DuPage County; and

WHEREAS, of the five (5) Ethics Commissioners no more than three (3) shall belong to the same political party at the time such appointments are made, with party affiliation determined by affidavit of the appointed Commissioner; and

WHEREAS, during his or her term of office, a Commissioner shall not become a candidate for any elective public office or hold any other elected or appointed public office, except for appointment to a governmental advisory board, study commission or as an ethics official of another governmental entity; and

WHEREAS, Commissioners shall serve a term of two (2) years and until their successors are appointed and qualified; and

WHEREAS, Commissioners shall be compensated at a per diem rate of $175.00 for official meetings of the Ethics Commission, while the Chairman of the Ethics Commission shall be compensated at the rate and in the manner set forth in the Ordinance for all time spent in furtherance of official duties and shall also be reimbursed for reasonable expenses incurred in the performance of such duties.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby appoint Blanche H. Fawell as a Commissioner of the DuPage County Ethics Commission to fill the remainder of an unexpired term ending December 14, 2018; and
BE IT FURTHER RESOLVED that the “Notice of Nomination” be attached hereunto and made a part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Blanche H. Fawell; the Chairman and Commissioners of the DuPage County Ethics Commission, DuPage County Ethics Adviser, Investigator General and all Elected Officials and Department Heads.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Zay moved, seconded by Member Healy, that Resolution #CB-R-0116-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
CB-R-0116-18
APPOINTMENT OF HERBERT A. GETZ
TO THE DU PAGE AIRPORT AUTHORITY

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Herbert A. Getz to be a Commissioner of the DuPage Airport Authority; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 5/3.1, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Herbert A. Getz to be a Commissioner of the DuPage Airport Authority for a term to commence on March 27, 2018 and expire on January 29, 2023; and

BE IT FURTHER RESOLVED that the “Certificate of Appointment” be attached hereunto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this Resolution to: Herbert A. Getz; Phillip Luetkehans, Schirott & Luetkehans, 105 East Irving Park Road, Itasca, Illinois 60143; David Bird, DuPage Airport Authority, 2700 International Drive, Suite 200, West Chicago, Illinois 60185; Auditor; Treasurer; Finance Department; State’s Attorney and the County Board Office.
Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Elliott, that Resolution #FI-R-0095-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0095-18
ESTABLISHING THE COOL DU PAGE PROPERTY ASSESSED CLEAN ENERGY (PACE) PROGRAM

WHEREAS, the County of DuPage (“COUNTY”) is a political subdivision of the State of Illinois, duly organized and operating under the Constitution and the laws of the State; and

WHEREAS, the General Assembly of the State of Illinois adopted Public Act 100-0077 (“Act”), et seq., which provides local units of government with the authority to establish a property assessed clean energy program within the government’s taxing district which creates a low-cost funding mechanism for commercial property owners seeking to complete energy and water efficiency improvements on private property; and

WHEREAS, the COUNTY has determined that facilitating another option for the financing of energy and water efficiency projects is in the public interest and a valid public purpose and is supportive of the County’s Cool DuPage program; and

WHEREAS, the COUNTY intends to increase access to capital for energy improvements through the use of a Program Administrator, who meets the statutory requirements and is selected by a competitive process, who develops a voluntary assessment contract with a property owner and the COUNTY; and

WHEREAS, the Program Administrator will be responsible for working with private lenders that will provide capital for a commercial loan that will be payable semi-annually through the COUNTY’s property tax billing process; and

WHEREAS, energy projects that may qualify for financing include energy efficiency and alternative energy improvements, renewable energy resources and water use improvements; and

WHEREAS, the COUNTY in conjunction with the Program Administrator will develop a report as outlined in Section 20 of the Act which meets the requirement of the statute and includes procedures, forms, for all fees and participation in the program; and
WHEREAS, the Program Administrator or the County designated program manager (CFO, CPO) must report annually to the COUNTY BOARD OR FINANCE COMMITTEE OF THE COUNTY BOARD on the participants in the program, the name, property address, property tax account number, amount of each surcharge billed, collected by the County and remitted to the lender, description of project, any administrative fees, the amount of each loan, the amount of each loan balance and the term of each loan.

NOW, THEREFORE BE IT RESOLVED that I, Daniel J. Cronin, Chairman of the DuPage County Board and Members of the County Board direct the Finance Department to solicit a Program Administrator in accordance with the DuPage County Procurement Ordinance to develop DuPage County’s property assessed clean energy program.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Healy, that Resolution #FI-R-0102-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0102-18
ACCEPTANCE AND APPROPRIATION OF THE THIRTIETH (30TH) YEAR EMERGENCY SOLUTIONS GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1470
$505,443
(Under the administrative direction of the Community Services Department)

WHEREAS, the County Board passed a motion on March 27, 2018 which adopted the 2018 Action Plan for Housing and Community Development and accepted the Community Development Commission’s recommendations on projects and funding amounts for the Thirtieth (30th) Year Emergency Solutions Grant FY18 of $285,654.00 (TWO HUNDRED EIGHTY-FIVE THOUSAND, SIX HUNDRED FIFTY-FOUR AND NO/100 DOLLARS); and

WHEREAS, all funding for the program will be provided by the U.S. Department of Housing and Urban Development; and

WHEREAS, no additional County funds are required to receive said funding from the U.S. Department of Housing and Urban Development; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

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WHEREAS, it appears that $219,789.00 (TWO HUNDRED NINETEEN THOUSAND, SEVEN HUNDRED EIGHTY-NINE AND NO/100 DOLLARS) will be unexpended from the Twenty-Ninth (29th) Year Emergency Solutions Grant FY16 and FY17, Company 5000 - Accounting Unit 1470, and should be added to the Thirtieth (30th) Year Emergency Solutions Grant FY18, Company 5000 - Accounting Unit 1470 to continue certain program year activities begun under the Twenty-Ninth (29th) Year Emergency Solutions Grant; and

WHEREAS, the period of performance of this grant is April 1, 2018 to March 31, 2019; and

WHEREAS, the County Board finds the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $505,443.00 (FIVE HUNDRED FIVE THOUSAND, FOUR HUNDRED FORTY-THREE AND NO/100 DOLLARS) be made to establish the Thirtieth (30th) Year Emergency Solutions Grant FY18, Company 5000 - Accounting Unit 1470; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Healy, that Resolution #FI-R-0103-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0103-18
ACCEPTANCE AND APPROPRIATION
OF THE TWENTY-SEVENTH (27TH) YEAR
HOME INVESTMENT PARTNERSHIP GRANT FY18
COMPANY 5000 - ACCOUNTING UNIT 1450
$5,871,396
(Under the administrative direction of the Community Services Department)

WHEREAS, the County Board passed a motion on March 27, 2018 which adopted the
2018 Action Plan and authorized the submission of an application for the Twenty-Seventh (27th)
year HOME Investment Partnership program for $1,280,596 (ONE MILLION, TWO
HUNDRED EIGHTY THOUSAND, FIVE HUNDRED NINETY-SIX AND NO/100
DOLLARS); and

WHEREAS, DuPage County has been informed that the grant application has been
approved; and

WHEREAS, all funding for the program will be provided by the U.S. Department of
Housing and Urban Development; and

WHEREAS, it appears that $4,256,981 (FOUR MILLION, TWO HUNDRED FIFTY-
SIX THOUSAND, NINE HUNDRED EIGHTY-ONE AND NO/100 DOLLARS) will be
unexpended from the 26th Year HOME Investment Partnership Program FY17, Company 5000 -
Accounting Unit 1450 and should be added to the Twenty-Seventh (27th) year HOME
Investment Partnership Program FY18, Company 5000 - Accounting Unit 1450 to continue
certain program year activities begun under the Twenty-Sixth (26th) Year HOME Investment
Partnership Grant; and

WHEREAS, the County’s HOME Investment Partnership Program expects $333,819.00
(THREE HUNDRED THIRTY-THREE THOUSAND, EIGHT HUNDRED NINETEEN AND
NO/100 DOLLARS) in program income to be available in Program Year 2018 that should be
included in the program’s budget; and

WHEREAS, the period of performance of this grant is April 1, 2018 to March 31, 2019;
and

WHEREAS, no additional County funds are required to receive said funding from the
U.S. Department of Housing and Urban Development; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the
County; and

WHEREAS, the County Board finds the need to appropriate said funds creates an
emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).
NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $5,871,396 (FIVE MILLION, EIGHT HUNDRED SEVENTY-ONE THOUSAND, THREE HUNDRED NINETY-SIX AND NO/100 DOLLARS) be made to establish the Twenty-Seventy (27th) Year HOME Investment Partnership Program FY18, Company 5000 - Accounting Unit 1450 for the period of April 1, 2018 to March 31, 2019; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Healy, that Resolution #FI-R-0104-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0104-18
ACCEPTANCE AND APPROPRIATION OF THE FORTY-FOURTH (44TH) YEAR COMMUNITY DEVELOPMENT BLOCK GRANT FY18 COMPANY 5000 - ACCOUNTING UNIT 1440 $8,633,120
(Under the administrative direction of the Community Services Department)

WHEREAS, the County Board passed a motion on March 27, 2018 which adopted the 2018 Action Plan for Housing and Community Development and accepted the Community Development Commission’s recommendations on projects and funding amounts for the Forty-Fourth (44th) Year Community Development Block Grant FY18 of $3,589,224 (THREE MILLION, FIVE HUNDRED EIGHTY-NINE THOUSAND, TWO HUNDRED TWENTY-FOUR AND NO/100 DOLLARS); and
WHEREAS, all funding for the program will be provided by the U.S. Department of Housing and Urban Development; and

WHEREAS, it appears that $4,937,515 (FOUR MILLION, NINE HUNDRED THIRTY-SEVEN THOUSAND, FIVE HUNDRED FIFTEEN AND NO/100 DOLLARS) will be unexpended from the Community Development Act Fund, Company 5000 - Accounting Unit 1440 to continue certain program year activities begun under the Forty-Third (43rd) Year Community Development Block Grant FY17; and

WHEREAS, the County’s Community Development Block Grant program expects $106,381.00 (ONE HUNDRED SIX THOUSAND, THREE HUNDRED EIGHTY-ONE AND NO/100 DOLLARS) in program income to be available in Program Year 2018 that should be included in the program’s budget; and

WHEREAS, the period of performance of this grant is April 1, 2018 to March 31, 2019; and

WHEREAS, no additional County funds are required to receive said funding from the U.S. Department of Housing and Urban Development; and

WHEREAS, acceptance of this funding does not add any additional subsidy from the County; and

WHEREAS, the County Board finds the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW THEREFORE, BE IT RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment) in the amount of $8,633,120 (EIGHT MILLION, SIX HUNDRED THIRTY-THREE THOUSAND, ONE HUNDRED TWENTY AND NO/100 DOLLARS) be made to establish the Forty-Fourth (44th) Year Community Development Block Grant FY18, Company 5000 - Accounting Unit 1440; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and

BE IT FURTHER RESOLVED that should federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program and related head count; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.
Member Fichtner moved, seconded by Member Wiley, that Resolution #FI-R-0109-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

R E S O L U T I O N
FI-R-0109-18
APPROPRIATION FOR CRIME LABORATORY FUND
COMPANY 1300, ACCOUNTING UNIT 4440
$25,000

WHEREAS, no budget was established for the Crime Laboratory Fund for Fiscal Year 2018; and

WHEREAS, there is a need to establish a FY2018 budget to take pressure off the General Fund budget; and

WHEREAS, the amount necessary to accommodate expenditures through the remainder of Fiscal Year 2018 is $25,000.00 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS); and

WHEREAS, there is estimated to be sufficient unappropriated cash in the Crime Laboratory Fund to support an appropriation of $25,000.00 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS); and

WHEREAS, the Sheriff’s Office will monitor the Crime Lab fund balance to ensure there are sufficient funds prior to making purchases; and

WHEREAS, the DuPage County Board finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the appropriation on the attached sheet (Attachment) in the amount of $25,000.00 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS) in Company 1300, Accounting Unit 4440 is hereby accepted and added to the Fiscal Year 2018 Appropriation Ordinance.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Wiley, that Resolution #FI-R-0110-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0110-18
ACCEPTANCE AND APPROPRIATION OF
THE TITLE IV-D PROGRAM GRANT PY19
INTERGOVERNMENTAL AGREEMENT NO. 2017-55-013-K3B
COMPANY 5000 - ACCOUNTING UNIT 6570
$610,000
(Under the administrative direction of the DuPage County State’s Attorney’s Office)

WHEREAS, the County of DuPage through the DuPage County State’s Attorney’s Office has been notified by the Illinois Department of Healthcare and Family Services that grant funds in the amount of $610,000.00 (SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS) are available to be used for the express purpose of the Title IV-D child support enforcement efforts; and

WHEREAS, to receive said funding, the DuPage County State’s Attorney must enter into a renewal of Intergovernmental Agreement No. 2017-55-013-K with the Illinois Department of Healthcare and Family Services, a copy of which is attached to and incorporated as a part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the intergovernmental agreement is from July 1, 2018 through June 30, 2019; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this agreement does not add any additional subsidy from the County; and

WHEREAS, the County of DuPage finds that the need to appropriate said funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that renewal of Intergovernmental Agreement No. 2017-55-013-K3B (Attachment II) between DuPage County and Illinois Department of Healthcare and Family Services is hereby accepted; and

BE IT FURTHER RESOLVED by the DuPage County Board that the additional appropriation on the attached sheet (Attachment I) in the amount of $610,000.00 (SIX HUNDRED TEN THOUSAND AND NO/100 DOLLARS) be made to establish the Title IV-D
Program Grant PY19, Company 5000, Accounting Unit 6570 for the period of July 1, 2018 to June 30, 2019; and

   BE IT FURTHER RESOLVED that should State and/or federal funding cease for this grant, the Judicial and Public Safety Committee shall review the need for continuing the specified program and head count; and

   BE IT FURTHER RESOLVED, that should the Judicial and Public Safety Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

   Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

   Member Fichtner moved, seconded by Member Wiley, that Resolution #FI-R-0114-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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   R E S O L U T I O N
   FI-R-0114-18

   FINANCIAL SUPPORT FOR THE ACTIVITIES OF THE DU PAGE COUNTY HEROIN-OPIOID PREVENTION AND EDUCATION (HOPE) TASKFORCE IN THE AMOUNT OF $100,000

   WHEREAS, the DuPage County Heroin-Opioid Prevention and Education (HOPE) Taskforce, a special advisory group appointed by the DuPage County Board Chairman, is a collaboration between the DuPage County Board and the DuPage County Board of Health; and

   WHEREAS, the HOPE Taskforce operates under the direction of the DuPage County Health Department, and reports jointly to the County Board Chairman, County Board (through the Judicial and Public Safety Committee) and the President of the DuPage County Board of Health; and

   WHEREAS, the DuPage County Board recognizes that substantive and comprehensive actions are necessary to address the opioid epidemic within DuPage County; and

   WHEREAS, the DuPage County Board identified $100,000.00 (ONE HUNDRED THOUSAND and NO/100 DOLLARS) in its Fiscal Year 2018 Budget, in Company 1000, Accounting Unit 1180, Account 53831 for this purpose.
NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that the County of DuPage supports the HOPE Taskforce with a contribution of $100,000.00 (ONE HUNDRED THOUSAND and NO/100 DOLLARS) to promote the HOPE Taskforce’s work to: 1) Professionally and comprehensively assess opioid use within DuPage County; 2) Recommend effective and actionable policies, initiatives, and programs; and 3) Measure success from desired program and initiative benchmarks and deliverables; and

BE IT FURTHER RESOLVED that the County, for this contribution, will provide the Health Department with four quarterly installments of $25,000.00 (TWENTY-FIVE THOUSAND AND NO/100 DOLLARS) during Fiscal Year 2018; and

BE IT FURTHER RESOLVED that the County, for this contribution, reserves the right to audit financial documents related to the ultimate expenditure of dollars; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution to Karen Ayala, Executive Director, DuPage County Health Department, 111 North County Farm Road, Wheaton, Illinois 60187.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Wiley, that Resolution #FI-R-0115-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0115-18
BANK DEPOSITORIES

WHEREAS, Gwen Henry, County Treasurer, of the County of DuPage, in the State of Illinois, has, pursuant to 55 ILCS 5/3-11002, requested this County Board to designate banks and savings banks and savings and loan associations in which the funds and monies in her custody as County Treasurer and Ex-Officio County Collector of DuPage County may be deposited.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the following named banks and savings banks and savings and loan associations are hereby designated as depositories in which the funds and monies of the County in the custody of Gwen Henry as such County Treasurer and Ex-Officio County Collector may be deposited, to-wit:

Associated Bank
Austin Bank of Chicago
BE IT FURTHER RESOLVED, that pursuant to 30 ILCS 235/6 no bank herein designated as a depository shall be qualified to receive such funds or monies until it has furnished, by law, copies of the last two sworn Statements of Resources and Liabilities, which such banks are required to furnish either the Commissioner of Banks and Real Estate or the Comptroller of Currency; and no savings bank or savings and loan association shall be qualified to receive such funds or monies until it has furnished, by law, copies of the last two sworn statements of resources and liabilities, which such savings banks and savings and loan associations are required to furnish either the Commissioner of Banks and Real Estate or the Federal Deposit Insurance Corporation; and
BE IT FURTHER RESOLVED, that each bank and savings bank and savings and loan association designated as depository for such funds or monies shall furnish, by law, copies of all Statements of Resources and Liabilities, while acting as such depository; and

BE IT FURTHER RESOLVED that if such funds or monies are deposited in any bank or savings bank or savings and loan association herein designated as a depository, the amount of such deposits shall not exceed 75% of the Capital Stock and Surplus of such bank, or 75% of the net worth of such savings bank or savings and loan association, and the County Treasurer and the Ex-Officio County Collector shall not be discharged from responsibility for any such funds or monies deposited in any bank in excess of such limitation; and

BE IT FURTHER RESOLVED, that the County Treasurer and Ex-Officio County Collector may designate account signatories authorized to act with respect to any and all funds or monies placed within the above-named depositories; and

BE IT FURTHER RESOLVED, that should any of the above-named depositories be acquired through merger, acquisition or otherwise, the acquiring or resulting bank shall be designated a depository upon completion of said consolidation without further action of this Board; and

BE IT FURTHER RESOLVED, that this Resolution supersedes and nullifies all prior designations of bank depositories; and

BE IT FURTHER RESOLVED, that the County Clerk be and is hereby directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department and one copy to the County Board.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Wiley, that Resolution #FI-R-0117-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0117-18
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2017 AND 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2017 and 2018 fiscal years; and
WHEREAS, it appears that there are other appropriations within these companies and
accounting units from which transfers can be made at the present time to meet the need for funds.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
transfers be made within the indicated companies and accounting units.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Wiley, that Resolution #FI-R-0118-18 be
approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley
and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0118-18
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and
Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on
the regular or temporary payroll at the salaries, classifications, and with the effective date as
more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

SHERIFF 1000-4401

Effective March 17, 2018
  Rebecca Clarke, Radio Dispatcher
  Class 2242, Range 409 at $43,614 per year
NON-CORPORATE FUND

REPLACEMENTS

CARE CENTER 1200-2035

Effective March 19, 2018
    Roberto Dollente, Housekeeper I
    Class 4210, Range 106 at $22,722 per year

COMMUNITY SERVICES 5000-1430

Effective March 28, 2018
    Estefania Fabris, Social Services Assistant
    Class 1232, Range 108 at $31,000 per year

DIVISION OF TRANSPORTATION 1500-3500

Effective May 7, 2018
    Jodie Randell, Senior Account Clerk
    Class 1172, Range 109 at $33,000 per year

REPLACEMENTS

DIVISION OF TRANSPORTATION 1500-3520

Effective April 2, 2018
    Daniel Morgan, Heavy Equipment Operator
    Class 3321 at $51,500 per year

PUBLIC WORKS 2000-2555

Effective March 28, 2018
    Christopher Day, Financial Analyst II
    Class 1362, Range 312 at $62,500 per year

PROMOTIONS

CARE CENTER 1200-2050

Effective April 11, 2018
    Sheleta Sanders, Licensed Practical Nurse
    Class 4121, Range 110 at $45,760 per year, from
    Class 4113, Range 108 at $30,333 per year

TEMPORARY

210
COMMUNITY SERVICES 5000-1760

Effective March 28, 2018
Raabiah Ali, Intern
Class 9170 at $10.50 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this Resolution to the Auditor, Treasurer, Finance Department, Human Resources Department and one copy to the County Board.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Fichtner moved, seconded by Member Zay, that Resolution #FI-P-0098-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-P-0098-18
AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND ROCK, FUSCO & CONNELLY, LLC FOR LABOR NEGOTIATIONS (CONTRACT TOTAL $75,000)

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

WHEREAS, the Finance Committee recommends County Board approval for the issuance of the contract purchase order to Rock, Fusco & Connelly, LLC., to provide consultation services related to collective bargaining matters for labor negotiations, specifically, but not limited to, Local 150 and 399 matters, for the period April 1, 2018 through November 30, 2018, for the DuPage County Board.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, to provide consultation services related to collective bargaining matters for labor negotiations, for the period April 1, 2018 through November 30, 2018, for the DuPage County Board, for a contract total not to exceed $75,000.00, be, and it is hereby approved for issuance of a contract by the Procurement Division to Rock, Fusco & Connelly, LLC, 321 North Clark Street, Chicago, Illinois 60654, 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).
Member Fichtner moved, seconded by Member Zay, that Resolution #FI-P-0099-18, Awarding Resolution Issued to AON Consulting, Inc. to Provide Assistance and Evaluation of the County’s Health and Wellness Benefits, be approved and adopted.

Member Hart left the room to avoid a conflict of interest.

Member Fichtner moved, seconded by Member Zay, that Resolution #FI-P-0099-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Hart and Khouri were not present at the time of roll call. Motion carried.

RESOLUTION
FI-P-0099-18
AWARDING RESOLUTION ISSUED TO AON CONSULTING, INC.
TO PROVIDE ASSISTANCE AND EVALUATION OF THE
COUNTY’S HEALTH AND WELLNESS BENEFITS
(CONTRACT TOTAL AMOUNT: $360,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board Policy; and

WHEREAS, Human Resources requires Health and Wellness Benefits Consulting Services to assist in maintaining competitive and fiscally sound benefit offerings for County employees; and

WHEREAS, the Finance Committee recommends County Board approval for the issuance of a contract purchase order to AON Consulting Inc., to provide assistance and evaluation of the County’s Health and Wellness Benefits for Human Resources.

NOW THEREFORE BE IT RESOLVED, that the County contract covering said, to provide assistance and evaluation of the County Health and Wellness Benefits for the period April 1, 2018 through March 31, 2021 for Human Resources, be, and is hereby approved for issuance of a contract purchase order by the Procurement Division to AON Consulting, Inc., 200 East Randolph Street, Chicago, Illinois 60601, for a contract total amount of $360,000.00.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.
Member Fichtner moved, seconded by Member Zay, that Resolution #FI-P-0122B-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-P-0122B-17
AMENDMENT TO RESOLUTION FI-P-0122A-17
ISSUED TO ROCK, FUSCO & CONNELLY LLC
TO PROVIDE PROFESSIONAL LEGAL SERVICES
FOR DEFENSE OF COUNTY AND SHERIFF’S DEPUTIES
(INCREASE: $200,000)

WHEREAS, County Board approved and adopted Resolution FI-P-0122-17 on March 28, 2017; and

WHEREAS, County Board approved and adopted Resolution FI-P-0122A-17 on December 12, 2017 increasing the contract $25,000.00; and

WHEREAS, the Finance Committee recommends changes as stated in the Change Order Notice to the Contract 2470-0001 SERV, issued to Rock, Fusco & Connelly LLC, to provide legal services for the defense of County and Sheriff’s deputies, to increase the amount of the contract $200,000.00 for Finance-Tort Liability.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the Change Order Notice dated March 14, 2018 to County Contract 2470-001 SERV, issued to Rock, Fusco & Connelly LLC, to provide legal services for the defense of County and Sheriff’s deputies, to increase the amount of the contract $200,000.00 for Finance-Tort Liability, resulting in an amended contract total not to exceed $250,000.00.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Krajewski moved, seconded by Member Eckhoff, that a Volunteer/Rescue/Foster Coordinator be authorized to attend a conference in Austin, Texas from February 9-13, 2018, expenses to include registration, transportation, miscellaneous expenses and per diem for an updated approximate total of $1,367.68. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
Member Chaplin moved, seconded by Member Anderson, that Ordinance #DC-O-0016-18 (petitioner Tempco Heater Electric Company) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Wiley and Zay voted “aye.” Member Tornatore abstained. Member Khouri was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0016-18
ZP-Z18-003 Tempco Heater Electric Company

WHEREAS, a public hearing was held on February 22, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Conditional Use to allow parking lot off site from the principal use;
2. Map Amendment from R-4 Single Family Residential to O-Office; and
3. Variation from the following yard requirements:
   a. Front yard from 40 feet to 12 feet;
   b. South side yard from 40 feet to 12 feet;
   c. North side yard from 20 feet to 12 feet; and
   d. West rear from 40 feet to 12 feet on the property hereinafter described:

LOT 24 IN BLOCK 1 IN BRANIGAR’S FIRST ADDITION TO WOODDALE HIGHLANDS, BEING A SUBDIVISION IN THE WEST ONE HALF OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1942, AS DOCUMENT 440761, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on March 1, 2018 does find as follows:

1. That petitioner testified that they seek to use the existing single family residential property that they own as a new fully improved offsite parking area for their employees.

2. Petitioner testified that they have outgrown their existing parking areas on their several commercial and manufacturing sites in the Village of Wood Dale immediately adjacent to the subject property and have a need to provide additional parking for their employees only on the subject property.
3. That petitioner testified that they have been using the subject property as a parking lot for at least 5 years where vehicles have been parking at first on the grass and now on a gravel area which is not in compliance with the County Zoning Code.

4. That petitioner testified that they have sought to annex the subject property into the Village of Wood Dale to develop same as an employee parking lot to no avail.

5. That petitioner testified that the subject property is located immediately to the south of property that they own in the Village of Wood Dale that has been annexed, rezoned to an Industrial Zone and redeveloped as one of their several offices and manufacturing buildings for their Tempco Heater Electric Company.

6. That petitioner testified that the subject property is ideally suited for a parking lot as it is immediately adjacent to property that they own and use for industrial use and provided immediately adjacent parking for their employees.

7. That petitioner testified that the subject property while zoned in the County as a single family residential property is located in an area along Central Avenue that is developed with commercial and industrial uses, zoning district and land use plans showing the area as non-residential.

8. That petitioner testified that the subject property is located adjacent to other property in the County zoned residential but used for non-residential uses including an Illinois Pollution Control Board regulated land use of a pet crematorium and cemetery to the south east on Catalpa Street.

9. That petitioner testified that adjacent to the south of the subject property are several single family homes that have been impacted by the presence of the industrial uses on the east and west sides of Central Avenue and the truck traffic on Central Avenue and have fallen into disrepair.

10. That petitioner testified that they seek the rezoning of the property, the Conditional Use for an off street parking areas and the variations to facilitate a parking area that meets the county requirements relative to parking stall size and parking circulation size.

   a. Furthermore, that petitioner testified that the need for the variations is generated by the size of the lot relative to the parking requirements for stalls and circulation requirements.

   b. That the variations are for yards only and decrease in setback is mitigated by the proposed landscape screening proposed to screen the use from adjacent residential property, including a proposed 8 foot tall solid fence on the west and south sides of the property and full landscape screening between the fencing and the property line adjacent to the residential properties.
Furthermore, petitioners testified that the proposed operations of the parking area will further mitigate the setback variation request as the parking area will have no lights, be used for employee parking only and will not be used prior to 6 am and after 8 pm during regular working hours.

STANDARDS FOR MAP AMENDMENT, CONDITIONAL USES AND VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the MAP AMENDMENT, CONDITIONAL USES AND VARIATIONS is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed use will be for outdoor open parking of employee vehicle only and that there will be no buildings or other structures developed on the property.

      • Furthermore, that petitioner has demonstrate that the encroachments in the setback yards will be mitigated by substantial landscaping beyond the required full landscape screens in the south and west yards to include an 8 foot tall solid fence to provide a complete screen from the residential properties to the south and west side of the parking area.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that property will only be used as a parking lot for the passenger vehicles of the employees of the business and that the parking stalls and circulation will be built and maintained to the County specifications for same allowing positive ingress and egress to and from the property for emergency vehicles and those using the parking lot.

   c. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that that property will only be used as a parking lot for the passenger vehicles of the employees of the business and that the parking stalls and circulation will be built and maintained to the County specifications for same allowing positive ingress and egress to and from the property for emergency vehicles and those using the parking lot.

   d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that the proposed parking lot will be built pursuant to all other codes and requirements of the County and even though detention is not required, the parking lot will provide positive drainage and some detention in the parking lot area where currently there is unrestricted and uncontrolled flow of drainage on the property.
e. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the proposed development will only be used for a parking lot for the Tempco Corporation or its successors owners of their buildings and that the Tempco Office Manufacturing use located to the north and east of the subject property is consistent with the trend of development in the area towards office and industrial uses along Central Avenue.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-003 Tempco Heater Electric Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Conditional Use to allow parking lot off site from the principal use; Map Amendment from R-4 Single Family Residential to O-Office; and Variation from the following yard requirements:</td>
</tr>
<tr>
<td></td>
<td>a. Front yard from 40 feet to 12 feet;</td>
</tr>
<tr>
<td></td>
<td>b. South side yard from 40 feet to 12 feet;</td>
</tr>
<tr>
<td></td>
<td>c. North side yard from 20 feet to 12 feet; and</td>
</tr>
<tr>
<td></td>
<td>d. West rear from 40 feet to 12 feet.</td>
</tr>
<tr>
<td>OWNER</td>
<td>Tempco Heater Electric Corporation, 607 North Central Avenue, Wood Dale, Illinois 60191</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>6N504 Central Avenue, Wood Dale, Illinois 60191</td>
</tr>
<tr>
<td>PIN</td>
<td>03-10-107-026</td>
</tr>
<tr>
<td>TWSP./CTY. BD. DIST.</td>
<td>Addison District 1</td>
</tr>
<tr>
<td>ZONING/LUP</td>
<td>R-3 SF RESIDENCE 0-5 DU AC.</td>
</tr>
<tr>
<td>AREA</td>
<td>.40 ac. 17,424 sq. feet</td>
</tr>
<tr>
<td>UTILITIES</td>
<td>Well and septic</td>
</tr>
<tr>
<td>PUBLICATION DATE</td>
<td>Daily Herald: February 6, 2018</td>
</tr>
<tr>
<td>PUBLIC HEARING</td>
<td>February 22, 2018</td>
</tr>
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GENERAL BULK REQUIREMENTS:

<table>
<thead>
<tr>
<th>REQUIREMENTS:</th>
<th>REQUIRED</th>
<th>EXISTING</th>
<th>PROPOSED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Yard:</td>
<td>40 feet</td>
<td>NA</td>
<td>12 feet</td>
</tr>
<tr>
<td>South Int. Side Yard:</td>
<td>40 feet</td>
<td>NA</td>
<td>12 feet</td>
</tr>
<tr>
<td>North Int. Side Yard:</td>
<td>20 feet</td>
<td>NA</td>
<td>12 feet</td>
</tr>
<tr>
<td>West Rear Yard:</td>
<td>40 feet</td>
<td>NA</td>
<td>12 feet</td>
</tr>
<tr>
<td>Height:</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

WHEREAS, the Zoning Board of Appeals having considered in relation to the above and at the recommendation meeting held on March 1, 2018 recommends to approve the following zoning relief:

1. Conditional Use to allow parking lot off site from the principal use;
2. Map Amendment from R-4 Single Family Residential to O-Office; and
3. Variation from the following yard requirements:
   a. Front yard from 40 feet to 12 feet;
b. South side yard from 40 feet to 12 feet;
c. North side yard from 20 feet to 12 feet; and
d. West rear from 40 feet to 12 feet.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-003 Tempco Heater Electric Company dated February 22, 2018.

2. That the parking lot shall be used for employee parking only for Tempco Heater Electric Company or any successor owner, lessee or user of the Tempco Heater Electric Company Facilities.

3. That Conditional Use and variations thereto shall apply only to the parking lot on the property. Should the parking lot no longer be used as a parking lot the Conditional Use and Variations thereto shall terminate immediately.

4. That there be no lights on or in the parking lot.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That in conjunction with the submittal of a building permit the developer provides a landscape plan consistent with petitioner’s landscape plan submitted as exhibit #4 Landscape Plan as part of #Z18-003 Tempco Heater Electric Company dated February 22, 2018. Said plan to consist of at least the following:

   a. A full landscape screen on the west and south side of the property.
   b. In addition to the full landscape vegetated screen on the west and south sides of the property an eight (8) foot tall solid fence.
   c. Partial landscape screens on the north and east side of the property.

7. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

    WHEREAS, the County Board Development Committee on March 20, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

   1. Conditional Use to allow parking lot off site from the principal use;
   2. Map Amendment from R-4 Single Family Residential to O-Office; and
   3. Variation from the following yard requirements:
      a. Front yard from 40 feet to 12 feet;
      b. South side yard from 40 feet to 12 feet;
      c. North side yard from 20 feet to 12 feet; and
      d. West rear from 40 feet to 12 feet.
Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-003 Tempco Heater Electric Company dated February 22, 2018.

2. That the parking lot shall be used for employee parking only for Tempco Heater Electric Company or any successor owner, lessee or user of the Tempco Heater Electric Company Facilities.

3. That Conditional Use and variations thereto shall apply only to the parking lot on the property. Should the parking lot no longer be used as a parking lot the Conditional Use and Variations thereto shall terminate immediately.

4. That there be no lights on or in the parking lot.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That in conjunction with the submittal of a building permit the developer provides a landscape plan consistent with petitioner’s landscape plan submitted as exhibit #4 Landscape Plan as part of #Z18-003 Tempco Heater Electric Company dated February 22, 2018. Said plan to consist of at least the following:

   a. A full landscape screen on the west and south side of the property.
   b. In addition to the full landscape vegetated screen on the west and south sides of the property an eight (8) foot tall solid fence.
   c. Partial landscape screens on the north and east side of the property.

7. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Conditional Use to allow parking lot off site from the principal use;
2. Map Amendment from R-4 Single Family Residential to O-Office; and
3. Variation from the following yard requirements:
   a. Front yard from 40 feet to 12 feet;
   b. South side yard from 40 feet to 12 feet;
   c. North side yard from 20 feet to 12 feet; and
   d. West rear from 40 feet to 12 feet on the property hereinafter described:

LOT 24 IN BLOCK 1 IN BRANIGAR’S FIRST ADDITION TO WOODDALE HIGHLANDS, BEING A SUBDIVISION IN THE WEST ONE HALF OF SECTION 10, TOWNSHIP 40 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL
MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 18, 1942, AS DOCUMENT 440761, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-003 Tempco Heater Electric Company dated February 22, 2018.

2. That the parking lot shall be used for employee parking only for Tempco Heater Electric Company or any successor owner, lessee or user of the Tempco Heater Electric Company Facilities.

3. That Conditional Use and variations thereto shall apply only to the parking lot on the property. Should the parking lot no longer be used as a parking lot the Conditional Use and Variations thereto shall terminate immediately.

4. That there be no lights on or in the parking lot.

5. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

6. That in conjunction with the submittal of a building permit the developer provides a landscape plan consistent with petitioner’s landscape plan submitted as exhibit #4 Landscape Plan as part of #Z18-003 Tempco Heater Electric Company dated February 22, 2018. Said plan to consist of at least the following:

   a. A full landscape screen on the west and south side of the property.
   b. In addition to the full landscape vegetated screen on the west and south sides of the property an eight (8) foot tall solid fence.
   c. Partial landscape screens on the north and east side of the property.

7. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

   BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

   BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Tempco Heater Electric Corporation, 607 North Central Avenue, Wood Dale, Illinois 60191 and Addison Township Assessor, 401 North Addison Road, Addison, Illinois 60101.
Member Tornatore moved, seconded by Member Chaplin, that Ordinance #DC-O-0017-18 (petitioner Rutledge) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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O R D I N A N C E
DC-O-0017-18
ZP-Z18-001 Rutledge

WHEREAS, a public hearing was held on February 15, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

1. Variation to allow detached accessory buildings to be located in front of the front wall of the principal building (House).

2. A conditional use to increase the square footage of detached accessory buildings not to exceed 1,100 sq. feet for a cumulative total on the property hereinafter described:

    LOT 1 OF OWEN’S RESUBDIVISION OF LOTS 20 AND 21 IN E.W. ZANDER AND COMPANY’S ADDITION TO WEST CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OWEN’S RESUBDIVISION RECORDED JUNE 12, 1974 AS DOCUMENT 522830, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on March 1, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that he seeks the subject zoning relief to allow petitioner to develop a new two car detached garage accessory building in front of the front wall of the
house and to also retain an existing detached accessory building that was built without permit by the previous owner of the property.

**Existing Detached Building:**

1. That petitioner testified that the existing detached accessory building was built in such a manner that does not permit the parking of passenger vehicles as it is a long and narrow building (approximately 12 feet by 40 feet).

2. That petitioner testified that the building appears to have been built about 20 years ago and was used by the previous property owner as an automotive workshop.

3. That petitioner has submitted additional information to the file, (see attached) indicating that he does not intend to use the existing detached building for commercial use or automotive repair. Petitioner has indicated that the use of the building will be for domestic storage including lawn equipment and yard furniture.

4. That petitioner has submitted additional information to the file indicating that he has met with the County Building Department and has determined that the existing building can be rehabilitated to meet the building codes and as such petitioner will remove the existing garage door to the building and replace with more conventional shed door openings.

**Proposed new two (2) car detached garage:**

1. That petitioner testified that he seeks to locate the new detached garage accessory building in front of the front wall of the house as the existing house is located approximately 163 feet from the front property line.

2. That petitioner testified that to build a new detached building behind the front wall of the home one would need to remove a great deal of mature vegetation and in addition the property has a substantial grade change to the side and rear of the existing home which makes development adjacent to the side and rear of the home challenging.

3. That petitioner testified that he seeks to build the new garage as there is no attached garage on the home and the existing detached building does not accommodate the parking of vehicles as it is not wide enough being only approximately 12 feet wide.

4. That petitioner testified that he seeks to build the new detached garage exclusively to park petitioner’s two (2) passenger vehicles only and all other domestic storage would occur in the existing detached shed building.

5. That petitioner testified that he cannot connect the garage to the existing home because of substantial grade difference at the north end of the home.
STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation to allow detached accessory structures to be located in front of the front wall of the home is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the existing home is located in the rear of the property and the only place to install a detached building would be in front of the home.

   - Furthermore that petitioner has demonstrated that the new garage would be located behind the front wall of homes on either side of the subject property generally being in compliance with the spirit of the rule.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed new garage and existing detached shed would be built pursuant to the current building codes even though the existing shed was constructed over 20 years ago.

   c. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed new development will allow for the development of a new paved driveway and the reduction of two existing access drives down to just one new paved access drive.

   d. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that proposed new and existing development will meet all current drainage requirements of the County even though the existing garage was built over 20 years ago.

   e. Otherwise impair the public health, safety, comfort, morals or general welfare of the inhabitants of DuPage County as petitioner has demonstrated that the development of the new garage and rehabilitation of the existing shed will allow petitioner to park his vehicle inside an enclosed building and store all his domestic items in an enclosed building.

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals finds that petitioner has not demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the
public welfare, or in conflict with the County’s comprehensive plan for development; to wit:

- Petitioner has indicated that the existing detached garage was built without permit and is currently larger than allowed on a single family residential property.

- Petitioner testified that the previous use of the garage was for the conduct of an automobile service use including the storage and repair of passenger and commercial vehicles.

- That petitioner testified that he has a home repair business that he does not operate from his home. However, petitioner did testify that from time to time he may store items associated with the business in the existing detached shed in addition to his own personal domestic items.

2. That the Zoning Board of Appeals finds that while the petitioner has demonstrated the need to be able to have up to the allotted 850 square feet of detached accessory building on the property, the petitioner has not demonstrated the need to have more than the allotted 1,110 square feet of detached accessory building (s).

3. Furthermore, the ZBA finds that on this particular property there is a need to limit the square footage allowance to that permitted in the Zoning Ordinance to no more than 1,100 square feet lest the property and the buildings thereto be used for anything other than domestic storage of the property owners personal belongings and not otherwise be an attraction to use same for commercial purpose of commercial vehicle and equipment storage and/or commercial operations.

GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-001 Rutledge</th>
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</thead>
<tbody>
<tr>
<td>ZONING REQUEST:</td>
<td>Variation to allow a detached accessory building to be located in front of the front wall of the principal building (House). A conditional use to increase the square footage of detached accessory buildings.</td>
</tr>
<tr>
<td>OWNER</td>
<td>William Rutledge, 27W325 Hoy Road, Warrenville, Illinois 60555</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>1N127 Ridgeland Avenue, West Chicago, Illinois 60185</td>
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<td>PIN</td>
<td>04-03-408-002</td>
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<td>Winfield/District 6</td>
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<td>ZONING/LUP</td>
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<td>February 15, 2018</td>
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GENERAL BULK REQUIREMENTS:

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<th>PROPOSED</th>
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<td>Front Yard:</td>
<td>Behind front wall of house</td>
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<td>Exist in front of front wall of the house and approx. 90 feet from front property line and new proposed approximately 120 feet from front property line</td>
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WHEREAS, the Zoning Board of Appeals having considered in relation to the above and at the recommendation meeting held on March 1, 2018 recommends to approve the following zoning relief:

1. Variation to allow detached accessory buildings to be located in front of the front wall of the principal building (House).

2. A conditional use to increase the square footage of detached accessory buildings not to exceed 1,100 sq. feet for a cumulative total.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s revised site plan made part of Zoning Petition #Z18-001 Rutledge to be submitted as part of the building permit process showing that the overall square footage of all detached accessory buildings on the property does not exceed 1,100 square feet.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs or has occurred on the property without prior permits.

3. That the existing detached accessory building on the north side of the property be used as a shed only and be converted to a size that is permitted on the property pursuant to the square footage allowance for all detached accessory buildings.
4. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screen on the north and west sides of the property adjacent to the detached accessory buildings.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

WHEREAS, the County Board Development Committee on March 20, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

1. Variation to allow detached accessory buildings to be located in front of the front wall of the principal building (House).

2. A conditional use to increase the square footage of detached accessory buildings not to exceed 1,100 sq. feet for a cumulative total.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s revised site plan made part of Zoning Petition #Z18-001 Rutledge to be submitted as part of the building permit process showing that the overall square footage of all detached accessory buildings on the property does not exceed 1,100 square feet.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs or has occurred on the property without prior permits.

3. That the existing detached accessory building on the north side of the property be used as a shed only and be converted to a size that is permitted on the property pursuant to the square footage allowance for all detached accessory buildings.

4. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screen on the north and west sides of the property adjacent to the detached accessory buildings.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

1. Variation to allow detached accessory buildings to be located in front of the front wall of the principal building (House).
2. A conditional use to increase the square footage of detached accessory buildings not to exceed 1,100 sq. feet for a cumulative total on the property hereinafter described:

LOT 1 OF OWEN’S RESUBDIVISION OF LOTS 20 AND 21 IN E.W. ZANDER AND COMPANY’S ADDITION TO WEST CHICAGO, IN THE SOUTHEAST QUARTER OF SECTION 3 AND THE NORTHEAST QUARTER OF SECTION 10, TOWNSHIP 39 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID OWEN’S RESUBDIVISION RECORDED JUNE 12, 1974 AS DOCUMENT 522830, IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s revised site plan made part of Zoning Petition #Z18-001 Rutledge to be submitted as part of the building permit process showing that the overall square footage of all detached accessory buildings on the property does not exceed 1,100 square feet.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs or has occurred on the property without prior permits.

3. That the existing detached accessory building on the north side of the property be used as a shed only and be converted to a size that is permitted on the property pursuant to the square footage allowance for all detached accessory buildings.

4. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screen on the north and west sided of the property adjacent to the detached accessory buildings.

5. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; William Rutledge, 27W325 Hoy Road, Warrenville, Illinois 60555 and Winfield Township Assessor, 130 Arbor Avenue, West Chicago, Illinois 60185.
Procedures of the DuPage County Board  March 27, 2018

Enacted and approved this 27th day of March, 2018, A.D., at Wheaton, Illinois.

Member Tornatore moved, seconded by Member Healy, that Ordinance #DC-O-0018-18 (petitioner Bertsche) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0018-18
ZP-Z18-002 Bertsche

WHEREAS, a public hearing was held on February 15, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

A Variation to allow a detached accessory building (Hobby Room) to be located in front of the front wall of the principal building (House) on the property hereinafter described:

LOT 1 IN YORKVILLE INVESTMENT LLC ASSESSMENT PLOT OF LOT 1 OF L.W. LARSON’S ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE ASSESSMENT PLAT THEREOF RECORDED DECEMBER 22, 2016 AS DOCUMENT R2016-142082 IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on March 1, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that he seeks to develop a detached accessory building on the property in front of the front wall of the home.

2. That petitioner testified that he needs to develop the accessory building in front of the home as the property is unique in its size, foliage, grade and unique neighborhood to wit:
a. That the subject property is part of a larger rural neighborhood where the properties are all zoned in the R-1 Single Family Residential Zoning District which requires a minimum of 100,000 sq. feet per lot.

b. That irrespective of the minimum lot size requirements most of the properties in the general area are on lots well in excess of 100,000 sq. feet.

c. In addition, the properties in the neighborhood are generally surrounded on all sides by over 1,000 acres of land owned and operated by the DuPage County Forest Preserve District.

d. As such, many of the homes in the area have been developed in irregular and unique configurations taking advantage of the large lots and existing foliage and open space and as such are generally built well back from the front yard setback along Prince Crossing Road as it the case with the existing home, being located approximately 250 feet from the front property line.

e. That the subject property is served with septic and well and the septic system and expansion field are all located in an area to the east and north (rear and side yard) of the home thus reducing the area to develop an accessory building practically behind the front wall of the home.

f. That the subject property has a grade drop off on the north and east side of the property and as such locating the detached accessory building in those areas (which would be behind the front wall of the home) is difficult and requires extraordinary building requirements to accommodate the grade changes.

STANDARDS FOR VARIATIONS:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Variation to allow a detached accessory structure to be located in front of the front wall of the home is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development.

2. That the Zoning Board of Appeals finds that petitioner has demonstrated the granting of the Variation will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the home on the property is located in the rear of the property approximately 250 feet from the front property line and the only place to install a detached building would be in front of the home.

      • Furthermore that petitioner has demonstrated that the new detached building would be located behind the front wall of several of the homes on either side of the subject property generally being in compliance with the spirit of the rule.
In addition, petitioner has demonstrated that the septic field and expansion field are located to the rear and side of the home (behind the home) making it challenging to locate the building in the north and east side of the home.

Furthermore, petitioner has demonstrated that to locate the home in the side yard would require the removal of many mature trees and substantial vegetation.

In addition, petitioner has demonstrated that the subject property is located in a neighborhood that consists of several properties that exceed 2.5 acres of land and are further surrounded by large open areas owned by the DuPage County Forest Preserve District and as such the location of the new detached building does not impact on the lifestyle and enjoyment of the properties in the vicinity.

b. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed new development will allow for the development of a new paved driveway and the reduction of two existing access drives down to just one new paved access drive.

c. Increase the potential for flood damages to adjacent property as petitioner has demonstrated that proposed new development will meet all current drainage requirements of the County.

### GENERAL ZONING CASE INFORMATION

<table>
<thead>
<tr>
<th>CASE #/PETITIONER</th>
<th>Z18-001 Bertsche</th>
</tr>
</thead>
<tbody>
<tr>
<td>ZONING REQUEST</td>
<td>Variation to allow a detached accessory building (Hobby Room) to be located in front of the front wall of the principal building (House).</td>
</tr>
<tr>
<td>OWNER</td>
<td>Bernard B. Bertsche, Declaration of Trust, 41W872 White Oak Lane, St. Charles, Illinois 60175</td>
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<tr>
<td>ADDRESS/LOCATION</td>
<td>1N255 Indian Knoll Road, West Chicago, Illinois 60185</td>
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<td>PIN</td>
<td>04-02-401-007</td>
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<td>TWSP./CTY. BD. DISTRICT</td>
<td>Winfield/District 6</td>
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<td>ZONING/LUP</td>
<td>R-1 Single Family Residence 0-5-DU AC</td>
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<td>AREA</td>
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<td>UTILITIES</td>
<td>Septic and Well</td>
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<td>PUBLICATION DATE</td>
<td>Daily Herald: January 30, 2018</td>
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<td>PUBLIC HEARING</td>
<td>February 15, 2018</td>
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### GENERAL BULK REQUIREMENTS:

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<td>Int. Side Yard:</td>
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<tr>
<td>Rear Yard:</td>
<td>50 feet</td>
<td>NA</td>
<td>150 plus feet</td>
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WHEREAS, the Zoning Board of Appeals having considered in relation to the above and at the recommendation meeting held on March 1, 2018 recommends to approve the following zoning relief:

A Variation to allow a detached accessory building (Hobby Room) to be located in front of the front wall of the principal building (House).

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-002 Bertsche dated February 15, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

WHEREAS, the County Board Development Committee on March 20, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

A Variation to allow a detached accessory building (Hobby Room) to be located in front of the front wall of the principal building (House).

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-002 Bertsche dated February 15, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County.
NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

A Variation to allow a detached accessory building (Hobby Room) to be located in front of the front wall of the principal building (House) on the property hereinafter described:

LOT 1 IN YORKVILLE INVESTMENT LLC ASSESSMENT PLOT OF LOT 1 OF L.W. LARSON’S ASSESSMENT PLAT OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 39 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE ASSESSMENT PLAT THEREOF RECORDED DECEMBER 22, 2016 AS DOCUMENT R2016-142082 IN DU PAGE COUNTY, ILLINOIS; and

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z18-002 Bertsche dated February 15, 2018.

2. That the owner/developer is to apply for and receive a Building Permit for all construction and/or excavation that occurs on the property.

3. That in conjunction with the submittal of a building permit the developer provides a landscape plan showing full landscape screens around the perimeter of the development.

4. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Bernard B. Bertsche, Declaration of Trust, 41W872 White Oak Lane, St. Charles, Illinois 60175 and Winfield Township Assessor, 130 Arbor Avenue, West Chicago, Illinois 60185.

Enacted and approved this 27th day of March 2018, A.D., in Wheaton, Illinois.

Member Tornatore moved, seconded by Member Healy, that Ordinance #DC-O-0019-18 (petitioner Wolf) be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski,
Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

ORDINANCE
DC-O-0019-18
ZP-Z17-032 Wolf

WHEREAS, a public hearing was held on December 21, 2017 and on February 8, 2018 in the DuPage County Administration Building, 421 North County Farm Road, Wheaton, Illinois at 6:00 P.M. before the DuPage County Zoning Board of Appeals and notice of said hearing was duly given; and

WHEREAS, a petition was presented at this hearing requesting the following zoning relief:

Conditional use for a dog kennel in a Residential District on the property hereinafter described:

LOT 39 IN BRANIGER’S MEDINAH WOODS UNIT NO 2, BEING A SUBDIVISION OF LOT 1 OF BRANIGER’S MEDINAH WOODS, A SUBDIVISION OF THE WEST HALF OF THE NORTHEAST QUARTER AND THAT PART OF THE WEST HALF OF THE SOUTHWEST QUARTER LYING NORTH OF THE CHICAGO, MILWAUKEE AND ST. PAUL RAILROAD, OF SECTION 2, TOWNSHIP 40 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDING SEPTEMBER 10, 1953 AS DOCUMENT 69470, IN DU PAGE COUNTY, ILLINOIS; and

WHEREAS, the Zoning Board of Appeals having considered in relation to the above requested zoning petition presented at the above hearing and at the recommendation meeting held on March 1, 2018 does find as follows:

FINDINGS OF FACT:

1. That petitioner testified that she seeks to run a dog kennel on her property.

2. That petitioner testified that she currently takes care of approximately 5 dogs and has two dogs of her own.

3. That petitioner testified that she generally watches dogs where people need assistance with daily care and overnight care when dog owners need a place to kennel their dogs when they go out of town.
4. That petitioner testified that she does not advertise her facility on the property and that the only advertisement she has is through neighborhood word of mouth and the internet as “Kelly’s Kanine Kamp”.

5. That petitioner testified that she does receive referrals from an organization called “Fetch Pet Care” which seeks to put dogs into local homes and dog day and night time care providers.

6. That petitioner testified that her property backs up to an over 15 acre Park District Owner Property that is used as open space.

7. That petitioner submitted a petition in support of the proposed kennel from 10 people who live immediately adjacent to or in the neighborhood of the subject property

STANDARDS FOR CONDITIONAL USES:

1. That the Zoning Board of Appeals finds that petitioner has demonstrated that the granting of the Conditional Use is in harmony with the general purpose and intent of the Zoning Ordinance, and will not be injurious to the neighborhood, detrimental to the public welfare, or in conflict with the County’s comprehensive plan for development; and specifically that the granting of the Conditional Use will not:

   a. Impair an adequate supply of light and air to the adjacent property as petitioner has demonstrated that the proposed use generally occurs inside the building and that all outside activity associated with the use occurs in the fence in back yard which is generally adjacent to over 45 acres of open space.

      • That the ZBA finds that the concerns raised by the neighbor immediately adjacent to the south of the subject property will be mitigated by the conditions including limited use of the rear of the property and additional landscape screening requirements imposed as part of the conditions thereto.

   b. Increase the hazard from fire or other dangers to said property as petitioner has demonstrated that the proposed use is limited to inside the home and when outside in a limited area in the rear yard which is adjacent to over 35 acres of open space.

   c. Diminish the value of land and buildings throughout the County as petitioner has demonstrated that the proposed use is limited to not more than 8 dogs inside the home at any one time and not more than 4 dogs outside and only in the rear yard at any one time which is the current limit for any single family residential home.

   d. Unduly increase traffic congestion in the public streets and highways as petitioner has demonstrated that the proposed use is very limited in number of vehicle trips to and from the home and that all pick up and drop will occur in the driveway of the home.
Furthermore, petitioner has demonstrated that the home is setback approximately 100 feet from the front property line and as such there is ample room for people to que up in the driveway and not in the public right of way to pick up and drop of the dogs.

**GENERAL ZONING CASE INFORMATION**

<table>
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<th>CASE#/PETITIONER</th>
<th>Z17-032 WOLF</th>
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<tbody>
<tr>
<td>OWNER</td>
<td>KELLY M WOLF</td>
</tr>
<tr>
<td>ADDRESS/LOCATION</td>
<td>7N667 HAWTHORNE LN MEDINAH, ILLINOIS 60157</td>
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<td>ZONING REQUEST</td>
<td>Conditional use for kennel in Residential District</td>
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<tr>
<td>PIN/TWSP./ COUNTY BOARD DIST.</td>
<td>02-02-202-004 Bloom/District 1</td>
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<td>ZONING/LUP</td>
<td>R-3 SF 0-5-DU AC</td>
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<td>AREA/ UTILITIES</td>
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<td>PUBLIC HEARING</td>
<td>December 21, 2017 and on February 8, 2018</td>
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**GENERAL BULK REQUIREMENTS:**

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<td>North Int. Side Yard:</td>
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<td>South Int. Side Yard:</td>
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<td>Rear Yard:</td>
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WHEREAS, the Zoning Board of Appeals having considered in relation to the above and at the recommendation meeting held on March 1, 2017 recommends to approve the following zoning relief:

A Conditional use for a dog kennel in a Residential District.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z17-032 WOLF dated February 8, 2018.

2. That the Conditional Use Zoning Relief for a kennel inures only to KELLY M WOLF and shall not be transferrable.

3. That the Conditional Zoning relief for a Kennel shall cease upon any sale, lease or rental of the property.
4. That the Conditional Zoning relief for a Kennel shall be for no more than eight (8) dogs including dogs owned by the owner KELLY M WOLF.

5. That there shall be no dogs permitted in the front yard and that all dogs shall be only permitted in the rear yard in the fenced in area on the property.

6. That there be no more than four (4) dogs permitted outside in the rear yard at any one time.

7. That when the owner KELLY M WOLF is not at home there be no dogs allowed outside.

8. That all dog excreta be removed from the outside property area within 24 hours each day and deposited into an enclosed container to be located inside the garage of the home.

9. That all collected dog excreta deposited into the enclosed container in the garage be removed on a weekly basis.

10. That there be no signage on the property.

11. That the residential kennel shall be open for intake and delivery no earlier than 7 AM and no later than 8 PM.

12. That all pick up and drop off of dogs be from the drive way of the subject property and that there be no parking or pick up or drop off of dogs in the public ROW.

13. That developer provides a landscape plan showing full landscape screens around the perimeter of the rear yard of the property.

   a. That the landscape screen include a 6 foot tall solid fence along the rear south side of the property from the rear of the home to the east property line.

14. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

WHEREAS, the County Board Development Committee on March 20, 2018 considered the above findings and recommendations of the Zoning Board of Appeals and recommends to concur with the findings and recommends to approve the following zoning relief:

   A Conditional use for a dog kennel in a Residential District.

Subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z17-032 WOLF dated February 8, 2018.
2. That the Conditional Use Zoning Relief for a kennel inures only to KELLY M WOLF and shall not be transferrable.

3. That the Conditional Zoning relief for a Kennel shall cease upon any sale, lease or rental of the property.

4. That the Conditional Zoning relief for a Kennel shall be for no more than eight (8) dogs including dogs owned by the owner KELLY M WOLF.

5. That there shall be no dogs permitted in the front yard and that all dogs shall be only permitted in the rear yard in the fenced in area on the property.

6. That there be no more than four (4) dogs permitted outside in the rear yard at any one time.

7. That when the owner KELLY M WOLF is not at home there be no dogs allowed outside.

8. That all dog excreta be removed from the outside property area within 24 hours each day and deposited into an enclosed container to be located inside the garage of the home.

9. That all collected dog excreta deposited into the enclosed container in the garage be removed on a weekly basis.

10. That there be no signage on the property.

11. That the residential kennel shall be open for intake and delivery no earlier than 7 AM and no later than 8 PM.

12. That all pick up and drop off of dogs be from the drive way of the subject property and that there be no parking or pick up or drop off of dogs in the public ROW.

13. That developer provides a landscape plan showing full landscape screens around the perimeter of the rear yard of the property.

   a. That the landscape screen include a 6 foot tall solid fence along the rear south side of the property from the rear of the home to the east property line.

14. That the property be developed in accordance with all other codes and Ordinances of DuPage County.

   NOW, THEREFORE, BE IT ORDAINED by the County Board of DuPage County, Illinois that the following zoning relief be granted:

   A Conditional use for a dog kennel in a Residential District on the property hereinafter described:

The Zoning Relief is subject to the following conditions:

1. That the property be developed in accordance with the petitioner’s site plan made part of Zoning Petition #Z17-032 WOLF dated February 8, 2018.

2. That the Conditional Use Zoning Relief for a kennel inures only to KELLY M WOLF and shall not be transferrable.

3. That the Conditional Zoning relief for a Kennel shall cease upon any sale, lease or rental of the property.

4. That the Conditional Zoning relief for a Kennel shall be for no more than eight (8) dogs including dogs owned by the owner KELLY M WOLF.

5. That there shall be no dogs permitted in the front yard and that all dogs shall be only permitted in the rear yard in the fenced in area on the property.

6. That there be no more than four (4) dogs permitted outside in the rear yard at any one time.

7. That when the owner KELLY M WOLF is not at home there be no dogs allowed outside.

8. That all dog excreta be removed from the outside property area within 24 hours each day and deposited into an enclosed container to be located inside the garage of the home.

9. That all collected dog excreta deposited into the enclosed container in the garage be removed on a weekly basis.

10. That there be no signage on the property.

11. That the residential kennel shall be open for intake and delivery no earlier than 7 AM and no later than 8 PM.

12. That all pick up and drop off of dogs be from the drive way of the subject property and that there be no parking or pick up or drop off of dogs in the public ROW.
13. That developer provides a landscape plan showing full landscape screens around the perimeter of the rear yard of the property.

   a. That the landscape screen include a 6 foot tall solid fence along the rear south side of the property from the rear of the home to the east property line.

14. That the property be developed in accordance with all other codes and Ordinances of DuPage County; and

BE IT FURTHER ORDAINED by the County Board of DuPage County, Illinois that should any section, clause or provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, such decision shall not affect the validity of the Ordinance as a whole or any part thereof, other than the part so declared to be invalid; and

BE IT FURTHER ORDAINED that a certified copy of this Ordinance be transmitted by the County Clerk to the DuPage County Finance Department; DuPage County Auditor; DuPage County Treasurer; Paul J. Hoss, Zoning; State’s Attorney’s Office; DuPage County Health Department; DuPage County Division of Transportation; Kelly M. Wolf, 7N667 Hawthorne Lane, Medinah, Illinois 60157 and Bloomingdale Township Assessor, 123 North Rosedale, Bloomingdale, Illinois 60108.

Enacted and approved this 27th day of March 2018, A.D., in Wheaton, Illinois.

Member Tornatore moved, seconded by Member Healy, that Resolution #DC-P-0082-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
DC-P-0082-18
AWARDING RESOLUTION TO HARRIS GOVERN
FOR ANNUAL SOFTWARE MAINTENANCE AND SUPPORT
(CONTRACT AMOUNT: $30,772.56)

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

WHEREAS the Development, Transportation and Public Works Committees recommend County Board approval for the issuance of a contract purchase order to Harris Govern, for annual software maintenance and support of the GOVERN system, for the Building & Zoning, the Division of Transportation and Public Works Departments.
NOW, THEREFORE, BE IT RESOLVED, that County contract covering said, for the annual software maintenance and support for the GOVERN system, for the period April 1, 2018 through March 31, 2019, for the Building & Zoning, the Division of Transportation and Public Works Departments, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Department to Harris Govern, 1 Antares Drive, Suite 400, Ottowa On Canada K2E 8C4, for a contract total amount not to exceed $30,772.56.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member DiCianni moved, seconded by Member Zay, that Resolution #ED-R-0113-18 be approved and adopted. On roll call, Members DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Anderson, Chaplin and Healy voted “nay.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
ED-R-0113-18
DU PAGE CONVENTION AND VISITORS BUREAU
DESIGNATION OF REPRESENTATION FOR GRANT PURPOSES

WHEREAS, in 1987 the DuPage County Board adopted Resolution CA-1-87 establishing the DuPage Convention & Visitors Bureau; and

WHEREAS, in June of 1989 the DuPage Convention & Visitors Bureau was formally certified by the State of Illinois to represent all areas of the County of DuPage in the promotion of tourism for this County on the local, state, national and international level; and

WHEREAS, a requirement of this Grant Program is the adoption by the County Board of a Resolution designating the DuPage Convention & Visitors Bureau’s area of representation.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the DuPage Convention & Visitors Bureau shall continue to be designated as the only authorized convention bureau to represent all areas of the County of DuPage within its jurisdictional boundaries; and

BE IT FURTHER RESOLVED, that the County Clerk transmit a certified copy of this Resolution to Beth Marchetti, Executive Director, DuPage Convention & Visitors Bureau, 915 Harger Road, Suite 240, Oak Brook, Illinois 60523.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.
Member DiCianni moved, seconded by Member Larsen, that Resolution #FI-R-0100-18 be approved and adopted. On roll call, Members DiCianni, Eckhoff, Fichtner, Grant, Grasso, Hart, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Members Anderson, Chaplin, Elliott and Healy voted “nay.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FI-R-0100-18
FINANCIAL SUPPORT FOR THE DU PAGE CONVENTION AND VISITOR’S BUREAU ACTIVITIES
IN THE AMOUNT OF $50,000

WHEREAS, DuPage Convention and Visitors Bureau works to promote economic development and tourism for all DuPage County residents and local governments; and

WHEREAS, the DuPage County Board feels that the promotion of this type of activity, and the support of the DuPage Convention and Visitors Bureau, is key to current and future economic and tourism development for the County as a method to infuse taxable revenues into the County that will benefit government services and the taxpayers.

NOW, THEREFORE BE IT RESOLVED that the County of DuPage supports the DuPage Convention and Visitors Bureau with a $50,000.00 (FIFTY THOUSAND AND NO/100 DOLLARS) payment to promote economic and tourism development activity, and to bolster the Bureau’s mission of bringing additional meetings and events to DuPage, thereby increasing state, local and county tax receipts; and

BE IT FURTHER RESOLVED that the County, for this payment, reserves the right to audit financial documents related to the ultimate expenditure of dollars; and

BE IT FURTHER RESOLVED that the County Clerk transmit a certified copy of this Resolution to Beth Marchetti, Executive Director, DuPage Convention & Visitors Bureau, 915 Harger Road, Suite 240, Oak Brook, Illinois 60523.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Chaplin, that Resolution #FI-R-0101-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
FI-R-0101-18
ACCEPTANCE AND APPROPRIATION OF THE DU PAGE HOUSING AUTHORITY FAMILY SELF-SUFFICIENCY PROGRAM PY18 AGREEMENT NO. FSS17002968 COMPANY 5000 - ACCOUNTING UNIT 1740 $108,407
(Under the administrative direction of the Community Services Department)

WHEREAS, the County of DuPage has been notified by the DuPage Housing Authority that grant funds in the amount of $108,407.00 (ONE HUNDRED EIGHT THOUSAND, FOUR HUNDRED SEVEN AND NO/100 DOLLARS) are available to be used to pay for the staffing of individuals who serve those in the Family Self-Sufficiency Program; and

WHEREAS, to receive said grant funds, the County of DuPage must enter into an Agreement with the DuPage Housing Authority, a copy of which is attached to and incorporated as part of this Resolution by reference (Attachment II); and

WHEREAS, the term of the agreement is from January 1, 2018 through December 31, 2018; and

WHEREAS, no additional County funds are required to receive this funding; and

WHEREAS, acceptance of this grant does not add any additional subsidy from the County; and

WHEREAS, the DuPage County Board finds that the need to appropriate said grant funds creates an emergency within the meaning of the Counties Act, Budget Division (55 ILCS 5/6-1003).

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the Agreement (Attachment II) between DuPage County and DuPage Housing Authority is hereby accepted; and

BE IT FURTHER RESOLVED that the additional appropriation on the attached sheet (Attachment I) in the amount of $108,407.00 (ONE HUNDRED EIGHT THOUSAND, FOUR HUNDRED SEVEN AND NO/100 DOLLARS) be made to establish the DuPage Housing Authority Family Self-Sufficiency Program PY18, Company 5000, Accounting Unit 1740, for the period January 1, 2018 through December 31, 2018; and

BE IT FURTHER RESOLVED by the DuPage County Board that the Director of Community Services is approved as the County’s Authorized Representative; and
BE IT FURTHER RESOLVED that should state and/or federal funding cease for this grant, the Health and Human Services Committee shall review the need for continuing the specified program; and

BE IT FURTHER RESOLVED that should the Health and Human Services Committee determine the need for other funding is appropriate, it may recommend action to the County Board by Resolution.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Tornatore, that Resolution #HHS-R-0087-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
HHS-R-0087-18
APPROVAL OF THE 2018 ACTION PLAN ELEMENT OF THE DU PAGE COUNTY CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT
(Second Reading)

WHEREAS, DuPage County has participated in the Community Development Block Grant program since 1975; and

WHEREAS, The Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 (“Hearth Act”), enacted into law on May 20, 2009, consolidated three of the separate homeless assistance programs administered by the U.S. Department of Housing and Urban Development (“HUD”) under the McKinney-Vento Homeless Assistance Act into a single grant program, and revised the Emergency Shelter Grant program and renamed it as the Emergency Solutions Grant (“ESG”) program; and

WHEREAS, DuPage County has participated in the HOME Investment Partnerships Program (HOME) since 1992; and

WHEREAS, these programs will provide an approximate total of $5.1 million in new Federal funding to DuPage County in 2018, and the county will also have available an approximate additional $1.7 million in project income and reallocated funds from previous years, said funds being available for Housing and Community Development activities benefiting low and moderate income persons, the homeless, and persons with special needs; and
WHEREAS, a requirement of these programs is the preparation of a Consolidated Plan for Housing and Community Development (ConPlan); and

WHEREAS, a ConPlan was adopted by the DuPage County Board on February 10, 2015 by Resolution DC-R-094-15; and

WHEREAS, an updated 2018 Action Plan element of the ConPlan, listing activities to be funded in the 2018 program year, is required; and

WHEREAS, 2017 Action Plan projects were approved the DuPage Community Development Commission Executive Committee on January 2, 2018, and by the DuPage County Health and Human Services Committee on March 6, 2018, with a First Reading performed by the County Board on March 13, 2018; and

WHEREAS, a 30-day public comment period was completed on March 16, 2018, and a public hearing was held on March 6, 2018, and, in accordance with federal regulations governing the development of consolidated plans, no comments or responses to comments were added because no comments were received.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board hereby approves the 2018 Action Plan Element of the DuPage County Consolidated Plan for Housing and Community Development, which is incorporated by reference with this Resolution; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is authorized and directed to sign said Action Plan on behalf of DuPage County and the Clerk is hereby authorized and directed to attest to such signature and affix the official seal thereto; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized to approve amendments to said Action Plan as may be required by HUD; and

BE IT FURTHER RESOLVED, that the Chairman of the DuPage County Board is hereby authorized and directed to sign each individual Agreement on behalf of DuPage County with municipalities and non-profit entities implementing specific projects identified in said Action Plan; and

BE IT FURTHER RESOLVED, that the Clerk is hereby authorized and directed to attest to such execution of each individual Agreement on behalf of DuPage County with municipalities and non-profit entities implementing specific projects identified in said Action Plan and affix the official seal thereto; and

BE IT FURTHER RESOLVED that the County Clerk be directed to send copies of each individual Agreement on behalf of DuPage County to each of the respective municipalities and non-profit entities implementing specific projects identified in said Action Plan and to the DuPage Community Development Commission.
Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Puchalski, that Resolution #HHS-P-0090-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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RESOLUTION
HHS-P-0090-18
AWARDING RESOLUTION ISSUED TO
QUALITY PLACEMENT AUTHORITY, LLC
FOR STAFFING SERVICES FOR THE PURPOSE OF STAFFING
RNs, LPNs AND CNAs FOR THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $30,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for staffing services for the purpose of staffing RNs, LPNs and CNAs, for the period April 10, 2018 through April 9, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for staffing services for the purpose of staffing RNs, LPNs and CNAs, for the period April 10, 2018 through April 9, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract by the Procurement Division to Quality Placement Authority, LLC, 1485 Response Road, Suite 108, Sacramento, California 95815, for a total contract amount not to exceed $30,000.00, per renewal option under Proposal #P17-003-GV, first optional one year renewal.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #HHS-P-0091-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
HHS-P-0091-18
AWARDING RESOLUTION ISSUED TO
MAXIM HEALTHCARE SERVICES FOR STAFFING SERVICES
FOR THE PURPOSE OF STAFFING RNs, LPNs AND CNAs
FOR THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $170,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for staffing services for the purpose of staffing RNs, LPNs and CNAs, for the period April 10, 2018 through April 9, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for staffing services for the purpose of staffing RNs, LPNs and CNAs, for the period April 10, 2018 through April 9, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Maxim Healthcare Services, 150 North Wacker Drive, Suite 620, Chicago, Illinois 60606, for a total contract amount not to exceed $170,000.00, per renewal option under Proposal #P17-003-GV, first optional one year renewal.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Larsen moved, seconded by Member Elliott, that Resolution #HHS-P-0092-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
HHS-P-0092-18
AWARDING RESOLUTION ISSUED TO BRIGHTSTAR CARE
OF CENTRAL DU PAGE-WHEATON FOR STAFFING SERVICES FOR
THE PURPOSE OF STAFFING RNs, LPNs AND CNAs
FOR THE DU PAGE CARE CENTER
(CONTRACT TOTAL AMOUNT: $420,000.00)

WHEREAS, proposals have been taken and processed in accordance with County Board policy; and
WHEREAS, the Health and Human Service Committee recommends County Board approval for staffing services for the purpose of staffing RNs, LPNs and CNAs, for the period April 10, 2018 through April 9, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said for staffing services for the purpose of staffing RNs, LPNs and CNAs, for the period April 10, 2018 through April 9, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to BrightStar Care of Central DuPage-Wheaton, 402 East Roosevelt Road, Suite 108, Wheaton, Illinois 60187, for a total contract amount not to exceed $420,000.00, per renewal option under Proposal #P17-003-GV, first optional one year renewal.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

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RESOLUTION
HHS-P-0384A-17
AMENDMENT TO RESOLUTION HHS-P-0384-17 ISSUED TO HEALTHY AIR HEATING & AIR, INC. TO PROVIDE MECHANICAL (HVAC) WEATHERIZATION LABOR AND MATERIALS ($62,216.00 INCREASE)

WHEREAS, Resolution HHS-P-0384-17 was approved and adopted by the County Board on September 26, 2017; and

WHEREAS, Resolution HHS-P-0384A-17 was approved and adopted by the County Board on January 23, 2017 increasing the encumbrance $299,549.00 that amended the contract total amount to $792,877.00; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase the contract in the amount of $62,216.00 for Community Services, under the FY18 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that DuPage County Board adopts Change Order Notice to Contract 2771-0001 SERV, issued to Healthy Air Heating & Air, Inc., for Community Services, under the FY18 Weatherization Program Grants, for a change order to increase contract in the amount of $62,216.00, resulting in an amended contract total amount not
to exceed $855,093.00, for Community Services, under the FY18 Weatherization Program Grants.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that Resolution #JPS-R-0105-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-R-0105-18
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH WAYNE TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Wayne; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Wayne Township agrees to pay One Hundred Twenty-One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.

3. The “INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES” be attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT to the Township of Wayne, 27W031 North Avenue, #5, West Chicago, Illinois 60185; Sheriff John E. Zaruba; the
Auditor; the Treasurer; the Finance Director and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that Resolution #JPS-R-0106-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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R E S O L U T I O N
JPS-R-0106-18
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH MILTON TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Milton; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Milton Township agrees to pay Three Hundred Sixty-Four Thousand Five Hundred Sixty-One Dollars and Ninety Cents ($364,561.90) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.

3. The “INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES” be attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Milton, 1492 North Main Street, Wheaton, Illinois 60187; Sheriff John E. Zaruba; the Auditor;
the Treasurer; the Finance Director and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that Resolution #JPS-R-0107-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-R-0107-18
APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH YORK TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of York; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein York Township agrees to pay One Hundred Twenty-One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.

3. The “INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES” be attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of York, 1502 South Meyers Road, Lombard, Illinois 60148; Sheriff John E. Zaruba; the Auditor;
the Treasurer; the Finance Director and the Human Resources Department, Attn: Wages and Benefits Division.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Elliott, that Resolution #JPS-R-0111-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-R-0111-18
APPROVING AN INTERGOVERNMENTAL AGREEMENT
WITH BLOOMINGDALE TOWNSHIP FOR POLICE SERVICES

WHEREAS, it is in the public interest that the County of DuPage enter into an Intergovernmental Agreement for Police Services with the Township of Bloomingdale; and

WHEREAS, the Judicial/Public Safety Committee of the County Board of the County of DuPage has examined and recommends approval of the attached INTERGOVERNMENTAL AGREEMENT, wherein Bloomingdale Township agrees to pay One Hundred Twenty-One Thousand Five Hundred Twenty Dollars and Sixty-Three Cents ($121,520.63) in exchange for police services in its township.

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of DuPage that:

1. The County Board Chairman of the County of DuPage is authorized to enter into the attached INTERGOVERNMENTAL AGREEMENT.

2. The signature of John E. Zaruba, Sheriff of DuPage County affixed on the attached INTERGOVERNMENTAL AGREEMENT is hereby ratified by the County Board of the County of DuPage to the terms of said INTERGOVERNMENTAL AGREEMENT.

3. The “INTERGOVERNMENTAL AGREEMENT FOR POLICE CONTRACT SERVICES” be attached hereto and made part of this Resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit ratified copies of this Resolution, with copies of said INTERGOVERNMENTAL AGREEMENT, to the Township of Bloomingdale, 123 Rosedale Avenue, Bloomingdale, Illinois 60108; Sheriff John E. Zaruba; the
Member Eckhoff moved, seconded by Member Zay, that Resolution #JPS-P-0094-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0094-18
AWARDING RESOLUTION ISSUED TO
JILLIAN RUGGIERO, OF RUGGIERO & ASSOCIATES P.C.
FOR AN AGREEMENT TO PROVIDE PROFESSIONAL SERVICES
TO THE 18TH JUDICIAL CIRCUIT COURT
(CONTRACT TOTAL AMOUNT: $45,000)

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

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the period May 1, 2018 through April 30, 2019, for the 18th Judicial Circuit Court.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide professional services for a conflict attorney assigned to juvenile cases, representing abused, neglected, dependent or delinquent minors or family members, where the DuPage County Public Defender may not represent a party, including appeals in these matters, for the 18th Judicial Circuit Court, for the period for the period May 1, 2018 through April 30, 2019, for the 18th Judicial Circuit Court, be, and it is hereby approved for issuance of a Contract by the Procurement Division to Jillian Ruggiero, of Ruggiero & Associates P.C., Two Arboretum Lakes, 901 Warvenille Road, Lisle, Illinois 60532, for a contract total amount not to exceed $45,000.00.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.
Member Eckhoff moved, seconded by Member Zay, that Resolution #JPS-P-0095-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0095-18
AWARDING RESOLUTION ISSUED TO AXON ENTERPRISE, INC.
TO PROVIDE (10) CLASS III X26P TASERS, (10) RIGHT HOLSTERS, (5) LEFT HOLSTERS, (10) TASER CAM RECORDERS AND (250) CARTRIDGES FOR THE SHERIFF’S OFFICE
(CONTRACT TOTAL AMOUNT $29,403.20)

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

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for Axon Enterprise, Inc. to provide (10) Class III X26P Tasers, (10) Taser HD Cam recorders, (15) holsters and (250) Cartridges including, including a 4 year warranty on the TASER’s and the TASER CAM HD recorders for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said to provide (10) Class III X26P Tasers, (10) Taser HD Cam recorders, (10) Right Holsters, (5) Left Holsters and (250) Cartridges, including a 4 year warranty on the TASER’s and the TASER CAMs HD recorders for the Sheriff’s Office, be, and it is hereby approved for issuance of a contract by the Procurement Division to Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255, for a contract total not to exceed $29,403.20, per 55 ILCS 5/5-1022 “Competitive Bids” (c) not suitable for competitive bids - Sole Source.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Healy, that Resolution #JPS-P-0096-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
JPS-P-0096-18
AWARDING RESOLUTION TO UNIFIED POWER
TO REMOVE, REPLACE AND RECYCLE BATTERY STRINGS
(CONTRACT TOTAL AMOUNT: $27,947.26)

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

WHEREAS, the Judicial Public Safety Committee recommends County Board approval for issuance of a contract purchase order to Unified Power, to remove, replace and recycle battery strings on the UPS for use at the Circuit Court Clerk Office.

NOW, THEREFORE BE IT RESOLVED, that County Requisition, covering said, to remove, replace and recycle battery strings for use by Circuit Court Clerk Office, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Unified Power, 217 Metro Drive, Terrell, Texas 75160, for a contract total amount of $27,947.26, per 55 ILCS 5/5-1022 “Competitive Bids” (d) IT/Telecom purchases under $35,000.00.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Eckhoff moved, seconded by Member Healy, that Resolution #JPS-P-0062C-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
JPS-P-0062C-17
AMENDMENT TO RESOLUTION JPS-P-0062B-17
ISSUED TO PUBLIC SAFETY DIRECT TO FURNISH
AND INSTALL NEW EQUIPMENT IN THE SHERIFF’S VEHICLES
(INCREASE CONTRACT $5,000 2.73%)

WHEREAS, Resolution JPS-P-0062-17 was approved and adopted by the County Board on February 14, 2017; and

WHEREAS, Resolution JPS-P-0062A-17 increased the contract $80,000.00 was approved and adopted by the County Board on October 10, 2017 resulting in an amended contract total amount of 180,000.00; and

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WHEREAS, Resolution JPS-P-0062B-17 increased the contract $2,824.00 and was approved and adopted by the County Board on January 23, 2018, resulting in an amended contract total amount of $182,824.00; and

WHEREAS, the Judicial/Public Safety Committee, recommends changes as stated in the Change Order Notice to increase purchase order 2359-0001 SERV in the amount of $5,000.00 for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED that the County Board adopts the Change Order Notice to purchase order 2359-0001 SERV issued to Public Safety Direct, to furnish and install new equipment and for the repair and maintenance of existing equipment in Sheriff vehicles, to increase the purchase order $5,000.00 for the Sheriff’s Office resulting in an amended contract total amount not to exceed $187,824.00.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #FM-P-0089-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
FM-P-0089-18
AWARDING RESOLUTION ISSUED TO
ASHLAND DOORS SOLUTIONS, LLC.
TO PROVIDE DOOR MAINTENANCE, DOOR SALES
AND INSTALLATION FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $45,960.00)

WHEREAS, bids have been taken and processed 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 Ashland Doors Solutions, LLC, to provide door maintenance, door sales and installation, as needed for County facilities, for the period April 15, 2018 through April 14, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide door maintenance, door sales and installation, as needed for County facilities, for the period April 15, 2018 through April 14, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Ashland

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Door Solutions, LLC, 185 Martin Lane, Elk Grove Village, Illinois 60007-6027, for a total contract amount not to exceed $45,960.00, per renewal option under bid award #15-054, third and final option to renew.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Puchalski, that Resolution #PW-P-0083-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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RESOLUTION
PW-P-0083-18
AWARDING RESOLUTION ISSUED TO UNIVAR USA, INC. TO PROVIDE SODIUM BISULFITE AT THE WOODRIDGE AND KNOLLWOOD FACILITIES (CONTRACT TOTAL AMOUNT: $31,836.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order for purchase of Sodium Bisulfite to remove chlorine from the final effluent phase of the wastewater treatment process at the Woodridge and Knollwood Facilities per EPA regulations.

NOW, THEREFORE BE IT RESOLVED, that Requisition covering said, for the purchase of Sodium Bisulfite to remove chlorine from the final effluent phase of the wastewater treatment process at the Woodridge and Knollwood Facilities per EPA regulations, for the Public Works Department, for the period April 1, 2018 through March 31, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Univar, USA, Inc., 3075 Highlands Parkways, Suite 200, Downers Grove, Illinois 60515, for a contract total amount of $31,836.00 per lowest responsible bid #18-031-JM.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Elliott, that Resolution #PW-P-0084-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
PW-P-0084-18
AWARDING RESOLUTION ISSUED TO OLIN CHLOR ALKALI PRODUCTS AND VINYLS TO PROVIDE SODIUM HYPOCHLORITE AT THE WOODRIDGE AND KNOLLWOOD FACILITIES (CONTRACT TOTAL AMOUNT: $55,800.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of Contract Purchase Order to Olin Chlor Alkali Products and Vinlys for the purchase of sodium hypochlorite to be used for plant effluent water disinfection at the Woodridge and Knollwood Facilities per IEPA regulations.

NOW, THEREFORE BE IT RESOLVED, that Requisition covering said, for purchase of sodium hypochlorite to be used for plant effluent water disinfection at the Woodridge and Knollwood Facilities per IEPA regulations for the Public Works Department, for the period April 1, 2018 through March 31, 2019, for the Public Works Department, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Olin Chlor Alkali Products and Vinlys, 1001 West 31st Street, Suite 200, Downers Grove, Illinois 60515 for a contract total amount not to exceed $55,800.00 per lowest responsible bid #18-028-JM.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Elliott, that Resolution #PW-P-0085-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
PW-P-0085-18
AWARDING RESOLUTION ISSUED TO KEMIRA WATER SOLUTIONS, INC.
TO FURNISH AND DELIVER LIQUID FERRIC CHLORIDE
TO THE KNOLLWOOD WASTEWATER FACILITY
(CONTRACT TOTAL AMOUNT: $148,500.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order to Kemira Water Solutions, Inc., to purchase and deliver liquid ferric chloride to the Knollwood Wastewater Facility per IEPA regulations.

NOW, THEREFORE BE IT RESOLVED, that Requisition covering said, for the purchase and delivery of liquid ferric chloride to be used for phosphorus removal from the treatment process at the Knollwood Wastewater Facility per IEPA regulations for the Public Works Department, for the period April 1, 2018 through March 31, 2019, for the Public Works Department, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Kemira Water Solutions, Inc., 4321 West 6th Street, Lawrence, Kansas 66049 for a contract total amount of $148,500.00 per lowest responsible bid #18-029-JM.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0086-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
PW-P-0086-18
AWARDING RESOLUTION ISSUED TO OZINGA READY MIX CONCRETE, INC.
FOR THE PURCHASE OF CLASS SI CONCRETE
FOR PUBLIC WORKS AND FACILITIES MANAGEMENT
FOR VARIOUS LOCATIONS THROUGHOUT THE COUNTY
(CONTRACT TOTAL AMOUNT: $55,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order to Ozinga Ready Mix Concrete, Inc. for the purchase of Class SI concrete for Public Works and Facilities Management for various locations throughout the County.

NOW, THEREFORE BE IT RESOLVED, that Requisition cover said, for the purchase of Class SI concrete for Public Works and Facilities Management for various locations throughout the County for the period April 1, 2018 through March 31, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Ozinga Ready Mix Concrete, Inc., 18825 Old LaGrange Road, Mokena, Illinois 60448, for a contract total amount not to exceed $55,000.00 per lowest responsible bid #18-040GV.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0087-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
PW-P-0087-18
AWARDING RESOLUTION ISSUED TO VULCAN CONSTRUCTION MATERIALS LLC FOR THE PURCHASE OF COARSE AND FINE AGGREGATES FOR THE PUBLIC WORKS DEPARTMENT (CONTRACT TOTAL AMOUNT: $65,000.00)

WHEREAS, bids have been taken and processed 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 Vulcan Construction Materials LLC for the purchase of coarse and fine aggregates for the Public Works Department to use as needed to restore areas throughout the County that are disturbed due to water/sewer main excavations and repairs.

NOW, THEREFORE BE IT RESOLVED, that Requisition covering said, for the purchase of coarse and fine aggregates for Public Works, for the period April 1, 2018 through March 31, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Vulcan Construction Materials LLC, 1000 East Warrenville Road, Naperville, Illinois 60563, for a contract total amount not to exceed $65,000.00 per lowest responsible bid #18-039GV.

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Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Healy moved, seconded by Member Noonan, that Resolution #PW-P-0088-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
PW-P-0088-18
AWARDING RESOLUTION ISSUED TO
ALEXANDER CHEMICAL CORPORATION
TO FURNISH AND DELIVER CALCIUM NITRATE
FOR THE KNOLLWOOD WASTEWATER FACILITY
(CONTRACT TOTAL AMOUNT: $38,340.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Public Works Committee recommends County Board approval for the issuance of contract purchase order to Alexander Chemical Corporation to furnish and deliver calcium nitrate for the Knollwood Wastewater Treatment Facility.

NOW, THEREFORE BE IT RESOLVED, that Contract Purchase Order covering said, to furnish and deliver calcium nitrate for the Knollwood Wastewater Treatment Facility, for the Public Works Department, for the period April 1, 2018 through March 31, 2019, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Alexander Chemical Corporation, 315 Fifth Street, Peru, Illinois 61354, for a contract total amount of $38,340.00 per lowest responsible bid #18-030-JM.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Chaplin, that Resolution #TE-R-0084A-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
TE-R-0084A-18
ACCEPTANCE OF REVISIONS TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM AND
THE COUNTY OF DU PAGE FOR SERVER CO-LOCATION

WHEREAS, the County of DuPage ("COUNTY") has entered into an Intergovernmental Agreement ("AGREEMENT") with the Village of Carol Stream ("VILLAGE") to seek reciprocal use of each other’s network server room as a backup location pursuant to Resolution TE-R-0084-18; and

WHEREAS, there exists the need to amend the Agreement between the County and the Village; and

WHEREAS, the Agreement shall be amended effective upon the execution of the attached Revision Number One to the Agreement; and

WHEREAS, all other terms and conditions of the Agreement thereto shall remain in full force and effect.

NOW, THEREFORE BE IT RESOLVED, by the DuPage County Board that the attached Revision Number One to the Agreement be and are hereby accepted; and

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit certified copies of this Resolution and attached to the Village Clerk, Village of Carol Stream, 500 North Gary Avenue, Carol Stream, Illinois 60188 and Conor McCarthy, State’s Attorney’s office.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Puchalski, that Resolution #TE-P-0452B-17 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
TE-P-0452B-17
AMENDMENT TO RESOLUTION TE-P-0452A-17
COUNTY CONTRACT 2875-0001-SERV ISSUED TO
BMC SOFTWARE, INC.
FOR ANNUAL SOFTWARE LICENSING AND SUPPORT
(INCREASE ENCUMBRANCE $28,488.37, AN INCREASE OF 25.87%)

WHEREAS, County Resolution TE-P-0452-17 was approved and adopted by the County Board on November 14, 2017; and

WHEREAS, the Technology Committee recommends changes as stated in the Change Order Notice to increase County Contract 2875-0001 SERV issued to BMC Software, Inc., in the amount $28,488.37, to cover the costs of additional processing task volume to the software license, for Information Technology, resulting in an amended contract total of $138,602.82, an increase of 25.87%.

NOW, THEREFORE BE IT RESOLVED, that County Board adopts the Change Order Notice to increase County Contract 2875-0001-SERV in the amount of $28,488.37 to cover the costs of additional processing task volume to the software license, issued to BMC Software, Inc., resulting in an amended contract total of $138,602.82, an increase of 25.87%.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Wiley moved, seconded by Member Elliott, that the Chief Information Officer be authorized to attend the Illinois Counties Information Management Association (ICIMA) 2018 Spring Conference in Urbana, Illinois from May 17-18, 2018 for an approximate cost of $580.00. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

Member Puchalski moved, seconded by Member Tornatore, that Resolution #DT-R-0099-18, Awarding Resolution to Meade, Inc., for the 2018 LED Traffic Signal Upgrade Program, Section 18-TSUPG-03-GM, be approved and adopted.

Member Chaplin left the room to avoid a conflict of interest.

Member Puchalski moved, seconded by Member Tornatore, that Resolution #DT-R-0099-18 be approved and adopted. On roll call, Members Anderson, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley
and Zay voted “aye.” Members Chaplin and Khouri were not present at the time of roll call. Motion carried.

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**RESOLUTION**

DT-R-0099-18

AWARDING RESOLUTION TO MEADE, INC.

2018 LED TRAFFIC SIGNAL UPGRADE

SECTION 18-TSUPG-03-GM

(COUNTY COST: $759,673.14)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2018 LED Traffic Signal Upgrade Program, Section 18-TSUPG-03-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meade, Inc.</td>
<td>$759,673.14</td>
</tr>
<tr>
<td>H&amp;H Electric Co.</td>
<td>$873,742.80</td>
</tr>
<tr>
<td>Thorne Electric, Inc.</td>
<td>$897,767.69</td>
</tr>
</tbody>
</table>

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Meade, Inc. for their submission of the lowest, most responsible bid in the amount of $759,673.14.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Meade, Inc., 9550 West 55th Street, Suite A, McCook, Illinois 60525 for their bid of $759,673.14; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:
BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Meade, Inc.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Wiley, that Resolution #DT-P-0044-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION DT-P-0044-18
AWARDING RESOLUTION ISSUED TO FLEETPRIDE, INC. TO FURNISH AND DELIVER HEAVY TRUCK SPRINGS AND BRAKES AS NEEDED FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED $38,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to FleetPride, Inc., to furnish and deliver heavy truck springs and brakes, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver heavy truck springs and brakes, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to FleetPride, Inc., 620 Stevenson Road, South Elgin, Illinois 60177, for a contract total not to exceed $38,000.00, per lowest responsible bid #18-022-BF.
Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Zay, that Resolution #DT-P-0076-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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RESOLUTION
DT-P-0076-18
AWARDING RESOLUTION
ISSUED TO OZINGA READY MIX CONCRETE
TO FURNISH AND DELIVER PORTLAND CEMENT CONCRETE
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $40,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Ozinga Ready Mix Concrete, Inc., to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Portland Cement Concrete, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Ozinga Ready Mix Concrete, Inc., 1S825 Old LaGrange Road, Mokena, Illinois 60448, for a contract total not to exceed $40,000.00, per lowest responsible bid #18-040-GV.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

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Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0077-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.
RESOLUTION
DT-P-0077-18
AWARDING RESOLUTION ISSUED TO
DU PAGE MATERIALS COMPANY, LLC
TO FURNISH AND DELIVER BITUMINOUS PAVING MATERIALS
(CENTRAL REGION) AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $30,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to DuPage Materials Company, to furnish and deliver Bituminous Paving Materials for the Central region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Bituminous Paving Materials for the Central region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to DuPage Materials Company, LLC, 999 Oakmont Plaza Drive, Westmont, Illinois 60559, for a contract total not to exceed $30,000.00, per lowest responsible bid #18-050-GV.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0078-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0078-18
AWARDING RESOLUTION ISSUED TO PLOTE CONSTRUCTION, INC.
TO FURNISH AND DELIVER
BITUMINOUS PAVING MATERIALS (NORTHWEST REGION)
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $30,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and
WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Plote Construction, Inc., to furnish and deliver Bituminous Paving Materials for the Northwest region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Bituminous Paving Materials for the Northwest region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Plote Construction, Inc., 1100 Brandt Drive, Hoffman Estates, Illinois 60192, for a contract total not to exceed $30,000.00, per lowest responsible bid #18-050-GV.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0079-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0079-18
AWARDING RESOLUTION ISSUED TO DU KANE ASPHALT COMPANY TO FURNISH AND DELIVER BITUMINOUS PAVING MATERIALS (NORTHEAST REGION) AS NEEDED FOR THE DIVISION OF TRANSPORTATION (CONTRACT TOTAL NOT TO EXCEED $30,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to DuKane Asphalt Company, to furnish and deliver Bituminous Paving Materials for the Northeast region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Bituminous Paving Materials for the Northeast region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to DuKane Asphalt Company, 555 South Rohlwing Road, Addison, Illinois 60101, for a contract total not to exceed $30,000.00, per lowest responsible bid #18-050-GV.
Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0080-18 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
DT-P-0080-18
AWARDING RESOLUTION ISSUED TO
CHICAGO MATERIALS CORPORATION
TO FURNISH AND DELIVER
BITUMINOUS PAVING MATERIALS (SOUTHWEST REGION)
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $25,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Chicago Materials Corporation, to furnish and deliver Bituminous Paving Materials for the Southwest region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver Bituminous Paving Materials for the Southwest region, as needed for the Division of Transportation, for the period April 1, 2018 through March 31, 2019, is hereby approved for issuance to Chicago Materials Corporation, 999 Oakmont Plaza Drive, Suite 200, Westmont, Illinois 60559, for a contract total not to exceed $25,000.00, per lowest responsible bid #18-050-GV.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-P-0160B-16 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore,
Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

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RESOLUTION
DT-P-0160B-16
AMENDMENT TO RESOLUTION DT-P-0160A-16
 ISSUED TO TRANSYSTEMS CORPORATION
PROFESSIONAL PRELIMINARY (PHASE I) ENGINEERING SERVICES
CH 47/ILLINOIS PRAIRIE PATH - AURORA BRANCH
FROM THE BATAVIA SPUR TO EOLA ROAD
SECTION 15-00317-06-BT
(CONTRACT INCREASE $4,000.00; +1.94%)

WHEREAS, the DuPage County Board has heretofore approved and adopted Resolutions DT-P-0160-16 on May 24, 2016 and DT-P-0160A-16 on May 9, 2017; and

WHEREAS, Contract 1878 SERV was awarded to TranSystems Corporation for Professional Phase I Engineering Services for improvements along CH 47/Illinois Prairie Path Aurora Branch, from the Batavia Spur to Eola Road, Section 15-00317-06-BT; and

WHEREAS, the current cost of said contract to the County of DuPage, by and through the Division of Transportation, is $196,668.50; and

WHEREAS, due to expanded project limits, an increase to the contract is recommended to account for an extension of the project limits and a crash analyses which is required by the Illinois Department of Transportation; and

WHEREAS, the Division of Transportation Committee recommends a change order to increase the contract in the amount of $4,000.00.

NOW, THEREFORE, BE IT RESOLVED that the DuPage County Board adopt this Amendment to Resolution DT-P-0160A-16, issued to TranSystems Corporation, to increase the funding in the amount of $4,000.00, resulting in an amended contract total amount of $209,791.66, an increase of 1.94% and a cumulative increase of 6.67%.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Healy, that Resolution #DT-0002A-13 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott,
Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley
and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
DT-0002A-13
AMENDMENT TO RESOLUTION DT-0002-13
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE AND THE ILLINOIS DEPARTMENT
OF TRANSPORTATION FOR SIGNAL MODERNIZATION AND
ADVANCED WARNING SIGNS/FLASHERS AT
CH 13/WINFIELD ROAD AT MACK ROAD,
CH 31/87TH STREET AT LEMONT ROAD,
AND CH 17/MAPLE AVENUE AT BURR OAK ROAD
SECTION 11-00232-06-SP
(DECREASE $9,380.59 AND CLOSE; -18.12%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-0002-13
which authorized the execution of an Intergovernmental Agreement between the County of
DuPage (hereinafter referred to as COUNTY) and the Illinois Department of Transportation
(hereinafter referred to as STATE) for traffic signal modernization and the installation of
advance warning signs and flashers at CH 13/Winfield Road at Mack Road, CH 31/87th Street at
Lemont Road, and CH 17/Maple Avenue at Burr Oak Road, Section 11-00232-06-SP
(hereinafter referred to as PROJECT); and

WHEREAS, the current cost of the PROJECT to the COUNTY, by and through the
Division of Transportation is $51,759.00; and

WHEREAS, a contract was awarded by the STATE for the PROJECT and the work has
been completed and there are allocated and unexpended COUNTY funds remaining under the
above referenced Agreement; and

WHEREAS, it is in the best interest of the COUNTY to de-obligate the funds obligated
per the above referenced Resolution, and said change is authorized by law.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the funds
obligated per the Agreement between the COUNTY and the STATE for the PROJECT are
hereby decreased in the amount of $9,380.59, resulting in a final COUNTY cost of $42,378.41, a
decrease of 18.12%.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.
Member Puchalski moved, seconded by Member Healy, that the Director of Transportation/County Engineer be authorized to travel to Bloomington, Illinois from April 11-13, 2018 to attend the 2018 Spring meeting of the Illinois Association of County Engineers, expenses to include registration, lodging and meals, for an estimated County cost of $527.50. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

Member Puchalski moved, seconded by Member DiCianni, that Resolution #R-010A-82 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

RESOLUTION
R-010A-82
AMENDMENT TO RESOLUTION R-010-82
FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF DU PAGE AND THE VILLAGE OF ADDISON DATED MARCH 1, 1982 FOR THE IMPROVEMENT OF ADDISON ROAD FROM ROUTE 20 TO ROUTE 64 SECTION 82-00174-02-FP

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Addison (hereinafter referred to as VILLAGE) previously entered into an intergovernmental agreement on March 1, 1982 for the improvement of Addison Road, from Route 20 to Route 64, in part, and to signalize the intersections of Lincoln Avenue, Factory Road, Moreland Avenue with Addison Road (hereinafter referred to as AGREEMENT); and

WHEREAS, the COUNTY and the VILLAGE desire to enter into a First Amendment to said AGREEMENT to transfer the maintenance responsibilities of the traffic signals referenced in said AGREEMENT from COUNTY to VILLAGE; and

WHEREAS, said AMENDMENT also includes the assumption of traffic signal maintenance at Addison Road and Green Meadows Drive by the COUNTY and the assumption of energy costs for said traffic signal by the VILLAGE; and

WHEREAS, a First Amendment to Intergovernmental Agreement (hereinafter referred to as AMENDMENT) has been prepared and attached hereto; and
WHEREAS, said AMENDMENT must be executed to re-define maintenance responsibilities of the traffic signals referenced in said AGREEMENT.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County, that the Chairman and Clerk of the Board be hereby directed and authorized to execute the referenced AMENDMENT with the VILLAGE; and

BE IT FURTHER RESOLVED that a copy of this Resolution and two (2) executed AMENDMENTs be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Puchalski moved, seconded by Member Tornatore, that Resolution #DT-R-0183A-14 be approved and adopted. On roll call, Members Anderson, Chaplin, DiCianni, Eckhoff, Elliott, Fichtner, Grant, Grasso, Hart, Healy, Krajewski, Larsen, Noonan, Puchalski, Tornatore, Wiley and Zay voted “aye.” Member Khouri was not present at the time of roll call. Motion carried.

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) has heretofore adopted Resolution DT-R-0183-14 on August 12, 2014 wherein the COUNTY entered into a Local Agency Agreement (hereinafter referred to as AGREEMENT) with the Illinois Department of Transportation (hereinafter referred to as STATE) for improvements along CH 33/75th Street at Plainfield/Naperville Road, Section 12-00168-09-SP (hereinafter referred to as PROJECT); and

WHEREAS, at the time the estimated construction cost of the PROJECT was $1,053,629 and the estimated cost to the COUNTY was anticipated to be $399,764.00; and
WHEREAS, a contract was awarded by the STATE for the PROJECT and the work has been completed and the COUNTY’s final share of construction costs has been determined to be $418,777.17; and

WHEREAS, the circumstances that necessitated the change in costs were not reasonably foreseeable at the time the AGREEMENT was signed; and

WHEREAS, an adjustment in funding is in the best interest of the COUNTY and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0183-14 is hereby amended to reflect a cost of $418,777.17 instead of and in place of a cost of $399,764.00.

Enacted and approved this 27th day of March, 2018, at Wheaton, Illinois.

Member Elliott moved, seconded by Member Krajewski, that this meeting of the County Board of DuPage County be adjourned to Tuesday, April 10, 2018 at 10:00 A.M. On voice vote, motion carried.

Paul Hinds, County Clerk
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- **BMC FINANCIAL SERVICES CO**
- **BUCKARDT, MELISSA**
- **CARAHSON TECHNOLOGY**
- **CENTRAL DUPAGE HOSPITAL**
- **CENTRAL DUPAGE PHYSICIANS**
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- **Central Dupage Emergency:** 1,024.05 USD
- **Charles Eqpt Energy Sys LLC:** 1,255.33 USD
- **Chavez, Fidel:** 292.45 USD
- **Chicago Tribune:** 70.69 USD
- **Clinicare Corporation:** 584.66 USD
- **Comcast:** 2,900.00 USD
- **Comcast Cable:** 122.90 USD
- **Corcoran, James, MD:** 440.00 USD
- **Cuculich, Thomas:** 206.62 USD
- **Daugherty Sales Inc:** 1,879.00 USD
- **Dupage Federation on Human:** 4,891.25 USD
- **Essential Sealing Products Inc:** 213.56 USD

**Status Issued:**
- **Central Dupage Emergency:** 58.40
- **Charles Eqpt Energy Sys LLC:** 1,255.33
- **Chavez, Fidel:** 292.45
- **Chicago Tribune:** 70.69
- **Clinicare Corporation:** 584.66
- **Comcast:** 2,900.00
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**AP255 Date 04/20/18**

**Pay Group 1000 GENERAL FUND PAY GROUP**

**USD**

**Time 11:52**

**Bank Account Payment History**

**Payment Date Range 04/20/18 thru 04/20/18**

**Payment Currency USD**

**Cash Code 1414**

**Bank 071923909**

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10549 45-1-46715 | IX 100 | 04/22/18 | 127.49 | 0.00 | 127.49 | 0.00 | 05/12/18 | 246.50 | 0.00 | 246.50 |
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10549 45-1-47158 | IX 100 | 04/29/18 | 118.99 | 0.00 | 118.99 | 0.00 | 05/12/18 | 246.50 | 0.00 | 246.50 |
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10549 45-1-47753 | IX 100 | 05/11/18 | 186.99 | 0.00 | 186.99 | 0.00 | 05/12/18 | 246.50 | 0.00 | 246.50 |
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**Payment Number 1065650 Payment Date 04/20/18**

**Vendor 10558**

**Due Date 05/08/18**

**Dsc Date 05/08/18**

**Scheduled Amount 1,512.50**

**Net Payment Amo 1,512.50**

**Vendor RITA TACCONA & ASSOCIATES**

**Status Issued**

**Payment Number 1065651 Payment Date 04/20/18**

**Vendor 23680**

**Due Date 04/16/18**

**Dsc Date 04/16/18**

**Scheduled Amount 18.00**

**Net Payment Amo 18.00**

**Vendor RODRIGUEZ-LILLY, LETICIA**

**Status Issued**

**Payment Number 1065652 Payment Date 04/20/18**

**Vendor 11715**

**Due Date 05/04/18**

**Dsc Date 05/04/18**

**Scheduled Amount 4,000.00**

**Net Payment Amo 4,000.00**

**Vendor ROGER C MARQUARDT & CO INC**

**Status Issued**

**Payment Number 1065653 Payment Date 04/20/18**

**Vendor 26714**

**Due Date 05/09/18**

**Dsc Date 05/09/18**

**Scheduled Amount 3,750.00**

**Net Payment Amo 3,750.00**

**Vendor RUGGIERO & ASSOCIATES PC**

**Status Issued**

**Payment Number 1065654 Payment Date 04/20/18**

**Vendor 12746**

**Due Date 05/10/18**

**Dsc Date 05/10/18**

**Scheduled Amount 1,615.00**

**Net Payment Amo 1,615.00**

**Vendor SELDEN FOX LTD**

**Status Issued**

**Payment Number 1065655 Payment Date 04/20/18**

**Vendor 10580**

**Due Date 05/03/18**

**Dsc Date 05/03/18**

**Scheduled Amount 950.00**

**Net Payment Amo 950.00**

**Vendor SMITHS DETECTION INC**

**Status Issued**

**Payment Number 1065656 Payment Date 04/20/18**

**Vendor 12356**

**Due Date 05/12/18**

**Dsc Date 05/12/18**

**Scheduled Amount 246.50**

**Net Payment Amo 246.50**

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**Time 11:52**

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| Bank Code | 071923909 |

| Payment Code | CHK |

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Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414
Class C Accounts Payable

Payment Date: 042018 - 042018
Payment Numbers: -
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### Bank Account Payment History

**AP255 Date 04/20/18**  
**Time 11:53**

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**Bank** 071923909

**Payment Code** CHK

**Payment Date Range** 04/20/18 thru 04/20/18  
**Payment Currency** USD

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**Payment Count** 9

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Job Name: PMTHISTORY
Step Nbr: 3

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**Payment Date Range:** 04/20/18 thru 04/20/18

**Payment Currency:** USD

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**AP255 Date 04/20/18**

**Time 11:54**

**Bank Account Payment History**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

**Payment Date Range 04/20/18 thru 04/20/18**

**Payment Currency USD**

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**Vendor 10555**

**SYSCO FOOD SERVICES-CHICAGO**

**Status Issued 52.**

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**Payment Number 1065697 Payment Date 04/20/18**

**Vendor 10068**

**WAREHOUSE DIRECT INC**

**Status Issued 1,347.**

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**Payment Code CHK Total**

**Payment Count 21**

**Cash Code 1414 Total**

**Payment Count 22**

**Pay Group 1200 USD Total**

**Payment Count 22**
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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

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Payment Numbers: -
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### Bank Account Payment History

**AP255 Date 04/20/18**  
**Time 11:54**  
**Payment Group** 1400 JUDICIAL PAY GROUP  
**Bank Account Payment History**  
**Payment Date Range** 04/20/18 thru 04/20/18  
**Payment Currency** USD  
**Cash Code** 1414  
**Bank** 071923909  
**Payment Code** ACH

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User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

Pay Group: 1500
Cash Code: 1414
Class C Accounts Payable

Payment Date: 042018 - 042018
Payment Numbers: -
Payment Code:
## Bank Account Payment History

**AP255 Date 04/20/18**
**Time 11:55**
**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD**
**Bank Account Payment History**

- **Payment Date Range**: 04/20/18 thru 04/20/18
- **Payment Currency**: USD

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- **Payment Code**: CHK
- **Cash Code**: 1414
- **Pay Group**: 1500 USD

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7.C.a

Packet Pg. 123

Attachment: 04-20-18 - Paylist (17-18-554 : 4/20/18 Paylist)
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600
Cash Code: 1414       Class C Accounts Payable

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Payment Count: 7

Pay Group 1600 USD Total: 38,899.83
Payment Count: 7
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 8

Pay Group: 2000
Cash Code: 1414

Class C Accounts Payable

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KELLER-HEARTT CO INC | 10040 | IX | 100 | 04/29/18 | 442.60 | 0.00 | 442.00 | 0.00 | 442.00

**Vendor** | **Invoice** | **Voucher** | **Auth** | **Due Date** | **Dsc Date** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount**
--- | --- | --- | --- | --- | --- | --- | --- | ---
KIPP'S LAWNMOWER SALES & SVC | 10044 | IX | 100 | 03/11/18 | 16.70 | 0.00 | 16.00 | 0.00 | 16.00

**Vendor** | **Invoice** | **Voucher** | **Auth** | **Due Date** | **Dsc Date** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount**
--- | --- | --- | --- | --- | --- | --- | --- | ---
LAUNDRYMAN | 11742 | IX | 100 | 04/05/18 | 61.25 | 0.00 | 61.00 | 0.00 | 61.00

**Vendor** | **Invoice** | **Voucher** | **Auth** | **Due Date** | **Dsc Date** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount**
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LEE JENSEN SALES CO INC | 11082 | IX | 100 | 04/05/18 | 212.04 | 0.00 | 212.00 | 0.00 | 212.00

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MENARDS | 10851 | IX | 100 | 05/02/18 | 258.64 | 0.00 | 258.00 | 0.00 | 258.00

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NAPA AUTO PARTS | 11213 | IX | 100 | 05/02/18 | 38.94 | 0.00 | 38.60 | 0.00 | 38.60

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**Vendor** | **Invoice** | **Voucher** | **Auth** | **Due Date** | **Dsc Date** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount**
--- | --- | --- | --- | --- | --- | --- | --- | ---
PACE ANALYTICAL SERVICES INC | 11761 | IX | 100 | 04/27/18 | 324.00 | 0.00 | 324.00 | 0.00 | 324.00

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--- | --- | --- | --- | --- | --- | --- | --- | ---
PORTER PIPE & SUPPLY CO | 11154 | IX | 100 | 05/03/18 | 393.15 | 0.00 | 393.00 | 0.00 | 393.00

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**Vendor** | **Invoice** | **Voucher** | **Auth** | **Due Date** | **Dsc Date** | **Scheduled Amount** | **Discount Amount** | **Net Payment Amount**
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11154 11723524-00 | IX | 100 | 05/03/18 | 393.15 | 0.00 | 393.00 | 0.00 | 393.00

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11154 11724761-00 | IX | 100 | 05/04/18 | 113.28 | 0.00 | 113.28 | 0.00 | 113.28
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**Time 11:56**

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Step Nbr: 9

Pay Group: 5000
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Class C Accounts Payable

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Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000
Cash Code: 1414   Class C Accounts Payable
Payment Date: 042418 - 042418
Payment Numbers: -
Payment Code:
### Bank Account Payment History

**AP255 Date 04/24/18**  
**Time 13:17**  
**Bank Account Payment History**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code ACH**  
**Payment Date Range 04/24/18 thru 04/24/18**  
**Payment Currency USD**  

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**Status Issued**  
**Payment Total 972.00**  

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**Status Issued**  
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**Time**: 13:17  
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**Bank**: 071923909  
**Payment Code**: CHK  
**Payment Date Range**: 04/24/18 thru 04/24/18  
**Payment Currency**: USD

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**Currency:** USD  
**Payment Date Range:** 04/24/18 thru 04/24/18  
**Payment Code:** CHK

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Vendor: FELDCO FACTORY DIRECT LLC
Vendor: FIRTH, HARLEY
Vendor: FRACASSO, JOSEPH
Vendor: GENOVESI, MICHAEL
Vendor: HAUGER, JOHN D
Vendor: HILL'S PET NUTRITION SALES INC
Vendor: ILLINOIS TOLLWAY
Vendor: JL CONCRETE DESIGN
Vendor: KNIGHT E/A INC
Vendor: KONEWKO & ASSOCIATES LTD

Status: Issued
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### Bank Account Payment History

**AP255 Date 04/24/18**  
**Time 13:18**  
**Payment Account History**

- **Cash Code**: 1414  
- **Bank**: 071923909  
- **Payment Code**: CHK

**Payment Date Range**: 04/24/18 thru 04/24/18  
**Payment Currency**: USD

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**Time 13:19**  
**Payment Date Range 04/24/18 thru 04/24/18**  
**Cash Code 1414**  
**Bank 071923909**  
**Payment Code CHK**  

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- Status: Issued
- Payment Amount: 49,541.55

**Cash Code 1414 Total**
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- Total: 49,541.55
- Status: Issued
- Payment Amount: 49,541.55

**Pay Group 1200 USD Total**
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**Pay Group 1300 USD Total:** 1,811.85
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Job Name: PMTHISTORY
Step Nbr: 5

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- **Date Range:** 04/24/18 thru 04/24/18  
- **Payment Currency:** USD  
- **Payment Code:** CHK

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- **Total Amount:** 32,766.81

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Due Date 04/04/18  
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Due Date 06/10/18  
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Status: Issued

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Due Date 12/16/17  
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Status: Issued

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Due Date 04/01/18  
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Status: Issued

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Status: Issued

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Due Date 03/30/18  
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AP255 Date 04/24/18
Time 13:20

Pay Group 1500 HWY STREETS & BRIDGES PAY GRP
Bank Account Payment History
Payment Date Range

Cash Code 1414
Payment Code CHK

Bank

04/24/18

071923909

thru

7.D.a 3
Page

USD

04/24/18
Payment Currency

USD

Vendor
Invoice
Voucher
Auth PL
Due Date Dsc Date Scheduled Amount
Discount Amount
Net Payment Amount
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04/22/18
04/22/18
04/22/18
04/22/18

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23.13
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136.46
66.59
147.03
27.82
19.46
61.17
28.49
106.27
29.94
15.54
2.28
223.13
393.36
417.40
66.59
62.15
42.29
17.96
25.49
53.64
35.98
3.53
8.12
39.98
10.72
97.67
411.44
25.62
35.99
218.37
177.59
40.44
6.09
22.38
31.38

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31.38

Attachment: 04-24-18 - Paylist (17-18-555 : 4/24/18 Paylist)

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11213 4496-035182
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11213 4496-035202
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Packet Pg. 168


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**Bank Account Payment History**

- **AP255 Date:** 04/24/18
- **Time:** 13:20
- **Vendor:** NAPA AUTO PARTS
- **Status:** Issued

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**Payment Code:** CHK

**Bank Account Payment History**

**Packet Pg. 169**

**Attachment:** 04-24-18 - Paylist (17-18-555 : 4/24/18 Paylist)
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**Payment Code CHK Total:** 52,836.62

**Payment Count:** 12

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**Cash Code 1414 Total:** 91,289.04

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AP255 Date: 04/24/18              JOB SUBMISSION PARAMETERS
    Time: 13:20

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 7

Pay Group: 1600                  Class C Accounts Payable
    Cash Code: 1414

    Payment Date: 042418 - 042418
    Payment Numbers: -
    Payment Code: -

Attachment: 04-24-18 - Paylist (17-18-555 : 4/24/18 Paylist)
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| *** Pay Group 1600 USD Total | 3,901.66 | 0.00 | 3,901.66 |
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User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 8

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Attachment: 04-24-18 - Paylist (17-18-555 : 4/24/18 Paylist)
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**Payment Date Range:** 04/24/18 thru 04/24/18  
**Payment Currency:** USD

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*** Payment Code ACH Total            797.93              0.00       797.93

**Payment Count:** 1
## Bank Account Payment History

**AP255 Date**: 04/24/18  
**Time**: 13:21  
**Pay Group**: 2000 PUBLIC WORKS PAY GROUP  
**USD**

**Cash Code**: 1414  
**Bank**: 071923909  
**Payment Date Range**: 04/24/18 thru 04/24/18  
**Payment Currency**: USD

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- **Amount**: 75.38

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- **Voucher**: ADVANCE AUTO PARTS  
- **Status**: Issued  
- **Amount**: 228.90

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- **Voucher**: ALFA LAVAL INC  
- **Status**: Issued  
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- **Vendor**: 1065934  
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- **Status**: Issued  
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- **Vendor**: 1065935  
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- **Status**: Issued  
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- **Vendor**: 1065936  
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- **Voucher**: CITY OF WHEATON  
- **Status**: Issued  
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- **Vendor**: 1065937  
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- **Status**: Issued  
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- **Vendor**: 1065938  
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- **Status**: Issued  
- **Amount**: 26.00

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- **Voucher**: HACH COMPANY  
- **Status**: Issued  
- **Amount**: 163.48

- **Vendor**: 1065942  
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Packet Pg. 176
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*** Cash Code 1414 Total: 20,466.66

*** Pay Group 2000 USD Total: 20,466.66
Bank Account Payment History

AP255 Date: 04/24/18          JOB SUBMISSION PARAMETERS
Time: 13:21

User Name: DP\ERP.FNMAW
Job Name: PMTHISTORY
Step Nbr: 9

Pay Group: 5000          Class C Accounts Payable
Cash Code: 1414

Payment Date: 042418 - 042418
Payment Numbers: -
Payment Code: -
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### Payment Date Range
- **Start Date:** 04/24/18
- **End Date:** 04/24/18

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- **Payment Count:** 4

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*Attachment: 04-24-18 - Paylist (17-18-555 : 4/24/18 Paylist)*
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**Pay Group 5000 USD Total**

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Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414

Class C Accounts Payable

Payment Date: 042418 - 042418
Payment Numbers: -
Payment Code: 7.D.a

Attachment: 04-24-18 - Paylist (17-18-555 : 4/24/18 Paylist)
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AP255 Date: 04/27/18           JOB SUBMISSION PARAMETERS
Time: 13:06

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 2

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**Time 13:07**

**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD**

- **AP255 Date 04/27/18**
- **Time 13:07**
- **Cash Code 1414 Bank 071923909**
- **Payment Date Range 04/27/18 thru 04/27/18**
- **Payment Currency USD**
- **Total 37,909.67 Payment Count 22**

- **AP255 Date 04/27/18**
- **Time 13:07**
- **Cash Code 1414 Bank 071923909**
- **Payment Date Range 04/27/18 thru 04/27/18**
- **Payment Currency USD**
- **Total 37,909.67 Payment Count 22**
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
Cash Code: 1414
Class C Accounts Payable

Payment Date: 042718 - 042718
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## Bank Account Payment History

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Time 13:07  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP USD**  
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**Payment Currency** USD  

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**Status** Issued

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**Payment Date** 04/27/18  
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**Cash Code 1414**  
**Bank 071923909**  
**Pay Group 1200 HEALTH AND WELFARE PAY GROUP**  
**Payment Currency USD**

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**Packet Pg. 208**

**7.E.a**

Bank Account Payment History

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Job Name: PMTHISTORY
Step Nbr: 4

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Payment Code: 7.E.a
# Bank Account Payment History

**AP255 Date 04/27/18**

**Time 13:08**

**Pay Group 1300 PUBLIC SAFETY PAY GROUP**

**USD**

**Bank Account Payment History**

**Payment Date Range 04/27/18 thru 04/27/18**

**Payment Currency USD**

**Cash Code 1414**

**Bank 071923909**

**Payment Code CHK**

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**Vendor 11934**

**CSC SERVICWORKS INC**

**Status Issued 60**

**Payment Code CHK**

**Total 1,042.49**

**Payment Count 3**

**Payment Number 1066027 Payment Date 04/27/18**

**Vendor 26479**

**SHERIFF ADMINISTRATIVE ACCOUNT**

**Status Issued 900**

**Payment Code CHECK**

**Total 1,042.49**

**Payment Count 3**

**Payment Number 1066028 Payment Date 04/27/18**

**Vendor 10376**

**SIGMA-ALDRICH INC**

**Status Issued 82**

**Payment Code CHECK**

**Total 1,042.49**

**Payment Count 3**

**Payment Group 1300 USD Total 1,042.49**

**Payment Count 3**

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Packet Pg. 210
Bank Account Payment History

AP255 Date: 04/27/18           JOB SUBMISSION PARAMETERS
Time: 13:08

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400               Class C Accounts Payable
Cash Code: 1414

Payment Date: 042718 - 042718
Payment Numbers: -
Payment Code: -
# Bank Account Payment History

**AP255 Date 04/27/18**  
**Time 13:08**

**Pay Group 1400 JUDICIAL PAY GROUP**  
**Bank Account Payment History**

**Cash Code 1414**  
**Bank 071923909**

**Payment Code ACH**  
**Payment Date Range 04/27/18 thru 04/27/18**  
**Payment Currency USD**

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*** Payment Count: 15

*** Cash Code 1414 Total: 179,448.04
*** Payment Count: 19

*** Pay Group 1400 USD Total: 179,448.04
*** Payment Count: 19
Bank Account Payment History

AP255 Date: 04/27/18           JOB SUBMISSION PARAMETERS
Time: 13:08

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 6

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**Payment Code ACH Total:** 78,264.46

**Payment Count:** 1
# Bank Account Payment History

**AP255 Date 04/27/18**

**Time 13:09**

**Bank Account Payment History**

**Cash Code 1414**

**Bank 071923909**

**Payment Date Range 04/27/18 thru 04/27/18**

**Payment Code CHK**

**Payment Currency USD**

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**AP255**  
**Date** 04/27/18  
**Time** 13:09

**Pay Group** 1500 HWY STREETS & BRIDGES PAY GRP  
**USD**

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**Cash Code 1414**  
**Bank 071923909**

**Packet Pg. 218**

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## Bank Account Payment History

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**Time** 13:09  
**Pay Group** 1600 CONSERV & RECREATION PAY GROUP  
USD  

**Bank Account Payment History**

**Cash Code** 1414  
**Bank** 071923909  

**Payment Code** CHK  

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**Payment Currency** USD

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**Cash Code 1414 Total**  
Payment Count 11

**Pay Group 1600 USD Total**  
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**Time 13:10**
**Pay Group 2000 PUBLIC WORKS PAY GROUP**
**USD**

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**Payment Currency** USD

**Cash Code** 1414
**Bank** 071923909

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AP255 Date: 04/27/18
Time: 13:10

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Job Name: PMTHISTORY
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## Bank Account Payment History

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**Time 13:11**  
**Pay Group** 5000 DUPAGE COUNTY GRANTS PAY GROUP USD  
**Bank Account Payment History**  
**Payment Date Range** 04/27/18 thru 04/27/18  
**Payment Currency** USD  

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23461 16-03DPL76  
23461 16-03DPL77  
23461 16-03DPL78  
23461 SPEEDWAY 4/19/18  
Vendor 23461 DUPAGE COUNTY COMMUNITY  
**Status** Issued  
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**Scheduled Amount** 407.08  
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Payment Number 517622 Payment Date 04/27/18  
10652 ES17-02#5  
10652 ES17-04B#5  
Vendor 10652 DUPAGE PADS  
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Payment Number 517623 Payment Date 04/27/18  
14161 040818-041418.ARI  
Vendor 14161 GRAHAM, KELLY  
**Status** Issued  
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**Scheduled Amount** 42.00  
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Payment Number 517624 Payment Date 04/27/18  
10224 CD17-18#1CORRECTDFINAL  
Vendor 10224 OUTREACH COMMUNITY SERVICES  
**Status** Issued  
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Payment Number 517625 Payment Date 04/27/18  
10224 CD17-19#1FINAL  
10224 BOP FEBRUARY 2018  
Vendor 10224 OUTREACH COMMUNITY SERVICES  
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Vendor 10348 PEOPLES RESOURCE CENTER  
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**Cash Code 1414 Total**
Payment Count 616,324.29 0.00 616,324.

**Pay Group 5000 USD Total**
Payment Count 616,324.29 0.00 616,324.
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 10

Pay Group: 6000
Cash Code: 1414

Class C Accounts Payable
Payment Date: 042718 - 042718
Payment Numbers: -
Payment Code: -
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**AP255 Date 04/27/18**

**Time 13:11**

**Pay Group 6000 CAPITAL PROJECTS PAY GROUP USD**

**Bank Account Payment History**

**Cash Code 1414**

**Bank 071923909**

**Payment Code ACH**

**Payment Date Range 04/27/18 thru 04/27/18**

**Payment Currency USD**

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**AP255 Date 04/27/18**

**Time 13:11**

**Bank Account Payment History**

**Payment Date Range 04/27/18 thru 04/27/18**

**Payment Currency USD**

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**Payment Number 26311 11**

**Payment Date 04/27/18**

**WIGHT CONSTRUCTION SERVICES**

**Status Issued 0.00 1,682,946.00**

**Packet Pg. 236**

Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 1

Pay Group: 1000  Class C Accounts Payable
Cash Code: 1414

Payment Date: 050118 - 050118
Payment Numbers: -
Payment Code: -
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**Time 12:58**  
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**Time 12:58**

**Payment Date Range** 05/01/18 thru 05/01/18

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**Pay Group 1000**

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**Packet Pg. 242**

*Attachment: 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)*
Bank Account Payment History

AP255 Date: 05/01/18          JOB SUBMISSION PARAMETERS
Time: 12:58

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 2

Pay Group: 1100
Cash Code: 1414                Class C Accounts Payable

Payment Date: 050118 - 050118
Payment Numbers: -
Payment Code:    

Attachment: 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)
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**Payment Total:**
- Advocate Construction: $80.00
- Feinberg, Dan: $80.00
- Feldco Factory Direct LLC: $160.00
- FLYNN, MARLA: $26.00
- PTC Oury Group LLC: $240.00
- Gunnerson, Helena: $400.00
- Hernandez García, Juan: $50.00
- Hill's Pet Nutrition Sales Inc: $368.22
- HouseTop Construction LLC: $80.00
- Independent Remodeling: $80.00
- Pecoraco Veterinary Services: $900.00
# Bank Account Payment History

**AP255 Date 05/01/18**  
**Time 12:59**  
**Pay Group 1100 GENERAL GOVERNMENT PAY GROUP USD**  
**Bank Account Payment History**  
**Payment Date Range 05/01/18 thru 05/01/18**  
**Payment Currency USD**  

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**Packet Pg. 245**

Attachment: 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)
User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 3

Pay Group: 1200
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Class C Accounts Payable
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**Payment Code ACH Total:** 13,553.65

**Payment Count:** 2
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*Attachment: 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)*
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Time 12:59

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**Packet Pg. 251**

**Attachment:** 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)
Bank Account Payment History

User Name: DP\ERP.FNCYW
Job Name: PMTHISTORY
Step Nbr: 5

Pay Group: 1400
Cash Code: 1414
Class C Accounts Payable

Payment Date: 050118 - 050118
Payment Numbers: -
Payment Code: -
Bank Account Payment History

AP255 Date 05/01/18
Time 13:00

Pay Group 1400 JUDICIAL PAY GROUP
Bank Account Payment History

Payment Date Range 05/01/18 thru 05/01/18
Payment Currency USD

Cash Code 1414 Bank 071923909
Payment Code ACH

Vendor Invoice Voucher Auth PL Due Date Dsc Date Scheduled Amount Discount Amount Net Payment Amo

Payment Number 517631 Payment Date 05/01/18 Vendor 11402 IX 106 05/20/18 CHILD FRIENDLY COURTS

*** Payment Total
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20,867.44

*** Payment Code ACH Total
Payment Count
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### Bank Account Payment History

**AP255 Date 05/01/18**
**Time 13:00**

**Pay Group 1400 JUDICIAL PAY GROUP**

**USD**

**Cash Code 1414**
**Bank 071923909**

**Payment Code CHK**

**Payment Date Range 05/01/18 thru 05/01/18**
**Payment Currency USD**

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**Packet Pg. 254**

**Attachment: 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)**
### Bank Account Payment History

**User Name:** DP\ERP.FNCYW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 6

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**Payment Numbers:** -  
**Payment Code:** -
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**Date:** 05/01/18  
**Time:** 13:00

**Cash Code:** 1414  
**Bank:** 071923909  
**Payment Code:** ACH

**Payment Date Range:** 05/01/18 thru 05/01/18  
**Payment Currency:** USD

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**Vendor:** 10667  
**Status:** Issued

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**Payment Total:** 16,536.14  
**Payment Code:** ACH  
**Payment Count:** 1
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**Time 13:00**  
**Pay Group 1500 HWY STREETS & BRIDGES PAY GRP USD**  

**Payment Date Range** 05/01/18 thru 05/01/18  
**Payment Currency** USD

**Cash Code** 1414  
**Bank** 071923909

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- **Payment Count**
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- **Payment Code**
  - **CHK**

- **Cash Code**
  - **1414**

- **Pay Group**
  - **2000 PUBLIC WORKS PAY GROUP**
  - **Payment Currency**
  - **USD**

- **Payment Date Range**
  - **05/01/18 thru 05/01/18**

- **Transaction Count**
  - **15**

**Attachment:** 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)
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Cash Code: 1414  
Class C Accounts Payable

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- Time 13:02
- Payment Date Range 05/01/18 thru 05/01/18
- Payment Currency USD

- Bank Account Payment History
- AP255 Date 05/01/18
- Time 13:02
- Payment Date Range 05/01/18 thru 05/01/18
- Payment Currency USD

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# Bank Account Payment History

**Job Submission Parameters**

**User Name:** DP\ERP.FNCYW  
**Job Name:** PMTHISTORY  
**Step Nbr:** 10

**Pay Group:** 6000  
**Cash Code:** 1414  
**Payment Date:** 050118 - 050118  
**Payment Numbers:** -  
**Payment Code:**

---

**Packet Pg. 270**

**Attachment:** 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)
## Bank Account Payment History

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<th>11047</th>
<th>HDR INC</th>
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### Bank Details
- **Cash Code**: 1414
- **Bank**: 071923909
- **Payment Code**: ACH

### Transaction Details
- **Payment Date Range**: 05/01/18 thru 05/01/18
- **Payment Currency**: USD

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**Attachment**: 05-01-18 - Paylist (17-18-552 : 5/1/18 Paylist)
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<th>Vendor</th>
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<th>Dsc Date</th>
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<th>Discount Amount</th>
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**Payment Code CHK Total**
- Payment Count 2

**Cash Code 1414 Total**
- Payment Count 3

**Pay Group 6000 USD Total**
- Payment Count 3
User Name: DP\ERP.FNMTT
Job Name: AP255WIRE
Step Nbr: 1

Pay Group: 1100
Cash Code: 3910
Class C Account

Payment Date: 050218 - 050218
Payment Numbers: 50118 - 50118
Payment Code: WTF Wire Transfer
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<td>11521 102</td>
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MONTHLY REPORT of INVESTMENTS and DEPOSITS

April 2018

Report disclosing the investments and deposits of county moneys as of the first business day of April, 2018, published pursuant to the provisions of Illinois Compiled Statutes, Chapter 55, Section 5/3 - 11007. In accordance with the terms of the aforementioned statute, a copy of this report is transmitted to the County Board Chairman.

Gwen Henry
DUPAGE COUNTY TREASURER
## DUPAGE COUNTY TREASURER
### INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 03/31/2018

<table>
<thead>
<tr>
<th>Bank Name</th>
<th>Description</th>
<th>Balance 03/31/2018</th>
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<tr>
<td>Collector Accounts</td>
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<tr>
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<td>First Eagle Bank</td>
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<td>Parkway Bank</td>
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<td>Harris Bank</td>
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<td>Harris Bank</td>
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<td>CIBC/The Private Bank</td>
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<td>MB Financial Bank</td>
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### Class C / General Fund Accounts

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### DUPAGE COUNTY TREASURER

INVESTMENT AND DEMAND DEPOSIT REPORT AS OF 03/31/2018

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(1) See Page 3 for details.
# DUPAGE COUNTY TREASURER
## INVESTMENT DETAIL REPORT AS OF 03/31/2018

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<tr>
<td>William Blair/First Midwest Bank</td>
<td>Managed Asset Account</td>
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<td>Great Lakes/ Bank of New York</td>
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<td>Total General Fund Investment Pool</td>
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<td>Employee Benefits Investment Pool</td>
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<td>1,500,000.00</td>
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<td>Total ETSB Investment Pool</td>
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<tr>
<td>Collector Investment Pool</td>
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<tr>
<td>BMO/Harris</td>
<td>CD</td>
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<td>Total Investment Pools</td>
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<td>332,652,087.94</td>
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Page 3 of 3
<table>
<thead>
<tr>
<th>Department</th>
<th>Vendor</th>
<th>PO #</th>
<th>Amount</th>
<th>Action</th>
</tr>
</thead>
<tbody>
<tr>
<td>Facilities</td>
<td>Village of Addison</td>
<td>692 SERV</td>
<td>(20,827.98)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Metropolitan Industries, Inc.</td>
<td>2398 SERV</td>
<td>(18,403.95)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>Pest Management Services</td>
<td>1591 SERV</td>
<td>(12,872.82)</td>
<td>Decrease &amp; Close</td>
</tr>
<tr>
<td>Facilities</td>
<td>Ashland Door Solutions</td>
<td>2745 SERV</td>
<td>(35,404.92)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Facilities</td>
<td>R B Construction</td>
<td>2164 SERV</td>
<td>(91,584.75)</td>
<td>Decrease &amp; Close</td>
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<tr>
<td>Animal Control</td>
<td>IDEXX</td>
<td>1709 SERV</td>
<td></td>
<td>Extend Contract</td>
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<tr>
<td>Community Services</td>
<td>Custom Appliance</td>
<td>2772 SERV</td>
<td>(24,377.00)</td>
<td>Decrease Contract</td>
</tr>
<tr>
<td>Community Services</td>
<td>Healthy Air Heating and Air</td>
<td>2771 SERV</td>
<td>(165,777.00)</td>
<td>Decrease Contract</td>
</tr>
</tbody>
</table>
# Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

---

<table>
<thead>
<tr>
<th>Purchase Order #: 692-1 SERV</th>
<th>Original Purchase Order Date: Dec 3, 2013</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Village of Addison</td>
<td>Vendor #: 10125</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

Change order to decrease line 1 $20,827.98 and close contract.

---

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

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

---

**INCREASE/DECREASE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D + C)</td>
</tr>
<tr>
<td>G</td>
<td>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  
- [X] Contract Extension (29 days)  
- [ ] Consent Only

Change budget code from:  

Increase/Decrease quantity from:  

Price shows:  

Decrease remaining encumbrance and close contract  

Increase encumbrance and close contract  

Decrease encumbrance  

Increase encumbrance

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from:  
  
- [ ] Increase ≥ $2,500.00, or ≥ 10%, of current contract amount  
  
- [ ] Funding Source  

- [ ] OTHER - explain below:

---

**KB 5695 Prepared By (Initials) 5/9/18**

**Apr 9, 2018 4:10 PM: 4/10/18**

**Recommended for Approval (Initials) Phone Ext Date**

---

**REVIEWED BY (Initials Only)**

<p>| | |</p>
<table>
<thead>
<tr>
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<tbody>
<tr>
<td>Buyer</td>
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</tr>
<tr>
<td>Date</td>
<td>4/10/18</td>
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</table>

Procurement Officer  

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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<tbody>
<tr>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

Chief Financial Officer  

<p>| | |</p>
<table>
<thead>
<tr>
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<th></th>
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<tbody>
<tr>
<td>Date</td>
<td></td>
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</tbody>
</table>

Chairman's Office  

<p>| | |</p>
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td>Date</td>
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</table>

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**CONSENT AGENDA**

May 8, 2015

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Packet Pg. 280

---

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2398-1 SERV</th>
<th>Original Purchase Order Date: Mar 8, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name: Metropolitan Industries, Inc.</td>
<td>Vendor #: 11012</td>
<td>Dept Contact: Katie Boffa</td>
<td></td>
</tr>
<tr>
<td>Background and/or Reason for Change Order Request:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Change order to decrease line 1 $7,678.47, line 2 $9,225.48, line 3 $1,500.00 and close contract.</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>INCREASE/DECREASE</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>A Starting contract value</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>B Net $ change for previous Change Orders</td>
<td>$0.00</td>
</tr>
<tr>
<td>C Current contract amount (A + B)</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>D Amount of this Change Order</td>
<td>Decrease</td>
</tr>
<tr>
<td>New contract amount (C + D)</td>
<td>$5,596.05</td>
</tr>
<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>-76.68%</td>
</tr>
<tr>
<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
<td>-76.68%</td>
</tr>
</tbody>
</table>

DECISION MEMO NOT REQUIRED

- □ Cancel entire order
- □ Close Contract
- □ Contract Extension (29 days)
- □ Consent Only
- □ Decrease remaining encumbrance and close contract
- □ Increase encumbrance and close contract
- □ Decrease encumbrance
- □ Increase encumbrance

DECISION MEMO REQUIRED

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

KB 5695 5/10/2018 6818 4/9/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWED BY (Initials Only)
Buyer 4/10/18 Procurement Officer 4-18-18
Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date

18 APR 10 AM 8:55

CONSENT AGENDA
May 8, 2018

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FORM OPTIMIZED FOR ADOBE READER (VER. 9 OR LATER)
Request for Change Order
Procurement Services Division
Attach copies of all prior Change Orders

Purchase Order #: 1591-1 SERV
Original Purchase Order Date: Jan 25, 2016
Change Order #: 2
Vendor Name: Pest Management Services Inc
Vendor #: 24172
Department: Facilities Management
Dept Contact: Katie Boffa

Background and/or Reason for Change Order Request:
Change order to decrease line 1 $10,952.82, line 6 $1,920.00 and close contract.

IN ACCORDANCE WITH 720 ILCS 5/33E-9

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

INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
<tr>
<td>F</td>
<td>Percent of current contract value this Change Order represents (D / C)</td>
</tr>
<tr>
<td>G</td>
<td>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

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:

KB 5695 6818 4/9/18
Prepared By (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

REVIEWS BY (Initials Only)

Buyer 11/10/18 4-18-18
Date Procurement Officer Date

Chief Financial Officer (Decision Memos Over $25,000) Date Chairman's Office (Decision Memos Over $25,000) Date

18 APR 10 AM 8:56

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
**Request for Change Order**  
**Procurement Services Division**  
Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #: 2745-1 SERV</th>
<th>Original Purchase Order Date: Sep 12, 2017</th>
<th>Change Order #: 1</th>
<th>Department: Facilities Management</th>
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<tr>
<td>Vendor Name: Ashland Door Solutions</td>
<td>Vendor #: 22483</td>
<td>Dept Contact: Katie Boffa</td>
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**Background and/or Reason for Change Order Request:**  
Change order to decrease line 1 $35,404.92 and close contract.

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

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

**INCREASE/DECREASE**

| A Starting contract value | $90,000.00 |
| B Net $ change for previous Change Orders | $0.00 |
| C Current contract amount (A + B) | $90,000.00 |
| D Amount of this Change Order | (35,404.92) |
| E New contract amount (C + D) | $54,595.08 |
| F Percent of current contract value this Change Order represents (D / C) | -39.34% |
| G Cumulative percent of all Change Orders (B + D/A) (60% maximum on construction contracts) | -39.34% |

**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

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<td>Recommended for Approval (Initials)</td>
<td>Phone Ext</td>
<td>Date: 4/18/2018</td>
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</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

☒ 4/23-18  
Buyer

☐ 4-23-18  
Procurement Officer

☐ 4-23-18  
Chairman's Office

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

**Purchase Order #:** 2164-1 SERV  |  **Original Purchase Order Date:** Nov 14, 2016  |  **Change Order #:** 1  |  **Department:** Facilities Management  

**Vendor Name:** R B Construction, Inc.  |  **Vendor #:** 13244  |  **Dept Contact:** Katie Bofla

**Background and/or Reason for Change Order Request:**
Change order to decrease line 1 $91,584.75 and close contract.

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

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

**INCREASE/DECREASE**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
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<td>G</td>
<td>Cumulative percent of all Change Orders (D + D/A) (60% maximum on construction contracts)</td>
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**DECISION MEMO NOT REQUIRED**

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

**DECISION MEMO REQUIRED**

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

**KB 5695 4-18 4/18/2018**

<table>
<thead>
<tr>
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<th>Phone Ext</th>
<th>Date</th>
<th>Recommended for Approval (Initials)</th>
<th>Phone Ext</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>
<th>Date</th>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
</table>

**Consent Agenda 5-8-18 (17-18-559 : Consent Agenda 5-8-18)**
Packet Pg. 285

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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<tr>
<th>INCREASE/DECREASE</th>
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<tbody>
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<td>A Starting contract value</td>
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<td>G Cumulative percent of all Change Orders (B+D/A); (60% maximum on construction contracts)</td>
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</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

DECISION MEMO REQUIRED

☐ Increase (greater than 29 days) contract expiration from: Mar 15, 2018 to: Aug 14, 2018
☐ Increase ≥ $2,500.00, or > 10%, of current contract amount ☐ Funding Source
☐ OTHER - explain below:

Prepared by (Initials) Phone Ext Date Recommended for Approval (Initials) Phone Ext Date

Reviewed by (Initials Only)

Date

Procurement Officer

Date

Chairman's Office

Date

CONSENT AGENDA

MAY 8, 2018

Packet Pg. 285

Attachment: Consent Agenda 5-8-18 (17-18-559 : Consent Agenda 5-8-18)
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.

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

Please approve the 5 month extension of PO 1709-0001-SERV. New contract end date: 8/14/2018.

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

There is still $13,490.00 left on IDEXX PO 1709-0001-SERV. We would like to extend the PO by 5 months to use the available funds and enable the Department enough time to bid out a new contract.

**Strategic Impact**

Financial Planning

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

Allowing additional time to utilize the funds already approved will enable us to identify and bid out a greater amount of tests to include as set contract pricing.

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

In 2016, we worked with Procurement who sent out request for quotation (#15-241-BF).

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

1. Approve the extension and line split as requested.
2. Do not approve extension and line split.

**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.

This will be out of Process Lev 120, 1100 1300 53090, FY18

Idexx total PO: $21,889.60
Amount Remaining on PO: $13,490.02
# Request for Change Order

## Procurement Services Division

Attach copies of all prior Change Orders

### Purchase Order: 2771-0001-Serv

- **Original Purchase Order Date:** Jul 1, 2017
- **Change Order #:** 3
- **Department:** Community Services
- **Vendor Name:** Healthy Air Heating and Air, Inc.
- **Vendor #:** 14166
- **Dept Contact:** Jennifer Chan

### Background and/or Reason for Change Order Request:

- Decrease contract by $165,777 by decreasing Line 1 5000-1430-53090 17-221028 53090 by $97,812, decreasing Line 3 5000-1400-53090 17-401028 53090 by $25,306, and decreasing Line 4 5000-1490-53090 18-251028 53090 by $42,659. The value of the change must be decreased due to less than expected need for Mechanical services for the PY18 Weatherization Program.

### IN ACCORDANCE WITH 720 ILCS 5/333E-9

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

### INCREASE/DECREASE

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
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</thead>
<tbody>
<tr>
<td>A</td>
<td>Starting contract value</td>
</tr>
<tr>
<td>B</td>
<td>Net $ change for previous Change Orders</td>
</tr>
<tr>
<td>C</td>
<td>Current contract amount (A + B)</td>
</tr>
<tr>
<td>D</td>
<td>Amount of this Change Order</td>
</tr>
<tr>
<td>E</td>
<td>New contract amount (C + D)</td>
</tr>
</tbody>
</table>

### DECISION MEMO NOT REQUIRED

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

### 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: ______________

### Prepare By (Initials): SNC

- **Date:** 4/16/18
- **Phone Ext:** 6459

### Recommended for Approval (Initials): AMK

- **Date:** 4/18/18
- **Phone Ext:** 6459

### Reviewed By (Initials Only)

- **Date:** 4/23/18
- **Phone Ext:** 6459

### Chief Financial Officer

- **Date:** 4/23/18
- **Chief's Office (Decision Memos Over $25,000):**

---

**FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER**
Resolution
CB-R-0178-18

APPOINTMENT OF DINO C. GAVANES TO VACANT
COUNTY BOARD DISTRICT 1 SEAT

WHEREAS, pursuant to 10 ILCS 5/25-11, the County Board of DuPage County
declared a vacancy in County Board District 1 on April 24, 2018 pursuant to approval of CB-
R-0153-18; and

WHEREAS, 10 ILCS 5/25-11 provides, “. . . the vacancy shall be filled within 60 days
by appointment of the Chairman of the County Board with the advice and consent of the
County Board. The appointee shall be a member of the same political party as the person he
succeeds and shall be otherwise eligible to serve”; and

WHEREAS, Dino C. Gavanes meets the statutory requirements for appointment to the
office; and

WHEREAS, Chairman Daniel J. Cronin hereby appoints Dino C. Gavanes to fill the
vacancy; and

WHEREAS, pursuant to 10 ILCS 5/25-11 the appointee shall serve the remainder of the
unexpired term, ending November 30, 2018.

NOW, THEREFORE, BE IT RESOLVED by the County Board of DuPage County
that the County Board hereby consents to the appointment of Dino C. Gavanes to County
Board District 1 to fill the vacancy declared, for the remainder of the unexpired term, ending
November 30, 2018; and

BE IT FURTHER RESOLVED that the Clerk shall transmit notice of such declaration to
the county central committee and the county board district committee in District 1 of each
established political party.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me pursuant to 10 ILCS 5/25-11, I, Daniel J. Cronin, as Chairman of the DuPage County Board, do hereby appoint Dino C. Gavanes to fill the District 1 County Board vacancy, for the remainder of the unexpired term, ending November 30, 2018.

I hereby submit this appointment to the County Board for its advice and consent this 8th day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: County Board (District 1)

Have you ever served on this Board or Agency before?: No  If so, how long?:

Personal Information

Last Name: Gavanes  First Name: Dino  Middle Name: C

E-mail Address: 

Present Permanent Address: 

City: Itasca  State: Illinois  Zip Code: 60143

Phone: 

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

During my professional career, I have been heavily involved in government relation, primarily involving my professional association. When the opportunity arose to serve on the County Board, I pursued it because I felt that my education, professional experience in insurance and small business ownership, and knowledge of Du Page County have prepared me to contribute, well, to the success of the board and the county.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No  If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No  If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 09:42 Thursday, 19 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************

Attachment: Dino C. Gavanes - Application_Redacted (CB-R-0178-18 : Appointment of Dino C. Gavanes to Vacant County Board District 1 Seat)
PROFESSIONAL EXPERIENCE:


PREMIER RISK SERVICES, INC., Itasca, Illinois 1986-2010 Founder and President of Multi-Line Insurance Agency representing 20+ insurance carriers, 1,000+ clients, and 20 employees with annual revenues of $2,500,000 (sold to Arthur J. Gallagher in 2010)


EDUCATION AND MILITARY SERVICE:

UNIVERSITY OF ILLINOIS. B.S. ENGINEERING

DE PAUL UNIVERSITY. MBA FINANCE

CERTIFIED INSURANCE COUNSELOR (CIC) DESIGNATION

UNITED STATES AIR FORCE / ILLINOIS AIR NATIONAL GUARD Served 1969-1979. 217th Communications Squadron

INSURANCE INDUSTRY ACTIVITIES

INDEPENDENT INSURANCE AGENTS OF AMERICA National Director representing Illinois Finance Committee Government Relations Committee Provided Testimony before U.S Congress

NAT. ASSOC. OF PROFESSIONAL INS. AGENTS Federal Government Affairs Committee Past Chairman

INDEPENDENT INSURANCE AGENTS OF ILLINOIS Past President and Chairman Government Relations Committee Chairman

VOLUNTEER AND COMMUNITY ACTIVITIES

GOA BUSINESS ASSOCIATION – Board of Directors

ITASCA CHAMBER OF COMMERCE - Board of Directors

UNIVERSITY OF ILLINOIS ALUMNI ASSOC. ADVOCACY COMMITTEE

ADDISON TOWNSHIP COMMITTEEMAN – PRECINCT 3 – ITASCA

ITASCA POLICE PENSION FUND BOARD – Director

ST. HARALAMBOS GREEK ORTHODOX CHURCH – Niles. IL

CHAPELSTREET CHURCH – Geneva, IL
Appointment of Charles E. Bratcher
To the West Chicago Fire Protection District

Whereas, Daniel J. Cronin has submitted to the County Board his appointment of Charles E. Bratcher to be a Trustee of the West Chicago Fire Protection District; and

Whereas, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

Now, therefore, be it resolved by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Charles E. Bratcher to be a Trustee of the West Chicago Fire Protection District for a term expiring April 30, 2021; and

Be it further resolved that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

Be it further resolved that the County Clerk transmit certified copies of this resolution to: Charles E. Bratcher; and Attorney Karl Ottosen, Ottosen, Britz, Kelly, Cooper & Gilbert, 1804 N. Naper Blvd., #350, Naperville, IL 60563.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

Daniel J. Cronin, Chairman
DuPage County Board

Attest: _________________________________
Paul Hinds, County Clerk
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 705/4, as amended, I, Daniel J. Cronin, Chairman of the DuPage County Board, do hereby appoint Charles E. Bratcher to be a Trustee of the West Chicago Fire Protection District for a term expiring April 30, 2021.

I hereby submit this appointment to the County Board for its advice and consent this 8th day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: West Chicago Fire Protection District

Have you ever served on this Board or Agency before?: Yes
If so, how long?: five years

Personal Information

Last Name: Bratcher
First Name: Charles
Middle Name: E
E-mail Address: [redacted]
Present Permanent Address: [redacted]
City: West Chicago
State: Illinois
Zip Code: 60185
Phone: [redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I wish to serve and be a benefit to the community and help the fire district with my business experience in making decisions on the needs for the fire district and obtaining the best possible costing for the items needed. Also, along with the other board members in overseeing the expenditures and making sure the budget is followed. I have been the president for 1 year 7 months and I enjoy being able to lead the team.

Are you a lobbyist registered with the State of Illinois?: No
Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:
Nature of Conviction:
Disposition:

Submitted: 10:11 Wednesday, 04 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

******************This email was sent via the Board and Commission appointment application page on the County website******************
CHARLES E. BRATCHER  • West Chicago, IL  60185

SUMMARY

Manufacturing Executive with extensive experience in areas of manufacturing and outsourcing in Asia, South America and Europe. Track record of successfully working in consolidation of manufacturing facilities and acquisition integrations. Proven success in start up operations.

Expertise in:

- Leadership and Mentoring
- Business Development
- Strategic Planning
- Operations Management
- Profit and Loss
- Cost Control
- Waste reduction
- Quality Assurance
- Safety

PROFESSIONAL EXPERIENCE

RR DONNELLEY, Downers Grove, IL 1958 to 2009

Vice President of Operations, Downers Grove, IL  (2003-2009)
Director of Manufacturing, Wallace Computer Services, Downers Grove, IL  (1992-2003)
Managed profit and loss of the business unit, all warehousing, shipping to customers and customer service for the division of all North America and Mexico operations. Oversaw four manufacturing facilities as a profit and loss unit plus all logistics of warehousing and shipping.

- Increased sales from $76 million to $150 million during 1992-2008 by reducing cost, increasing production, increasing service levels, adding capacity and improving quality to obtain additional customers.
- Managed manufacturing operations and customer service functions including facilities and environment, health and safety. Directed $31 million annual budget through 19 direct reports.
- Consolidated four distribution centers into one, saving $4.7 million in reduced inventory, warehouse expense and shipping cost.
- Reduced waste with a detailed waste awareness system by 25.7 %, saving $543,000 annually.
- Increases fill rates from 83 % to 98% on 3,300 manufactured SKU’S by adding a detailed scheduling system designed by our manufacturing group with the help of the companies IT group.
- Instrumental in purchasing a competitive company and consolidating seven plants into four plants in a time frame of 1.5 years. This resulted in lines of new products and increased sales from $150 million to $300 million.
- Identified companies in Asia and South America to purchase over $25 million worth of product. Oversaw quality of product to insure manufacturing produced the product to specifications. Negotiated with shipping companies to move product to the US on a timely basis at best possible shipping cost.

Plant Manager, Clinton, IL  (1986-1992)
Managed 210 employees in a 235,000 square foot facility focused on increasing customer service levels in the plant. Also, integrated a purchased company within division.
Plant Manager, Manchester, VT  (1982-1986)
Led a site search in the Northeast for a new facility.

• Oversaw the construction of a 210 thousand square foot facility while hiring the personnel to run a temporary location until all construction was completed.
• Obtained all the permits with the State government concerning building and occupation of the property.
• Recruited and interviewed all prospective employees for the new facility.

Plant Manager, Luray, VA  (1981-1982)
Selected to replace a manager that was terminated. Refined operation to produce a quality product.

Plant Manager, Chicago, IL  (1979-1981)
Managed 175 employees in a 300,000 square foot plant focused on increasing production and supplying customer’s product when needed.

As a shift foreman, oversaw press operators which led to the highest productivity with the least amount of waste.

• Successfully accomplished the turnaround in the printing department. Promoted to manage the production of all departments in the entire facility.

Printing Press Operator, Clinton, IL  (1958-1974)

EDUCATION
Clinton Community High School
High School Diploma, Clinton, IL

PROFESSIONAL DEVELOPMENT
Kellogg School of Management
Global Supply Chain Management
Executive programs 2005
APPOINTMENT OF ANTHONY P. GAGLIARDI
TO THE WEST CHICAGO FIRE PROTECTION DISTRICT

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Anthony P. Gagliardi to be a Trustee of the West Chicago Fire Protection District; and

WHEREAS, such appointment requires the advice and consent of the County Board under 70 ILCS 705/4, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Anthony P. Gagliardi to be a Trustee of the West Chicago Fire Protection District for a term expiring April 30, 2021; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to: Anthony P. Gagliardi; and Attorney Karl Ottosen, Ottosen, Britz, Kelly, Cooper & Gilbert, 1804 N. Naper Blvd., #350, Naperville, IL 60563.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 70 ILCS 705/4, as amended, I, Daniel J. Cronin, Chairman of the DuPage County Board, do hereby appoint Anthony P. Gagliardi to be a Trustee of the West Chicago Fire Protection District for a term expiring April 30, 2021.

I hereby submit this appointment to the County Board for its advice and consent this 8th day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: West Chicago Fire Protection District

Have you ever served on this Board or Agency before?: Yes
 If so, how long?: 8 months

Personal Information

Last Name: Gagliardi
First Name: Anthony
Middle Name: P

E-mail Address: [Redacted]

Present Permanent Address: [Redacted]

City: West Chicago
State: Illinois
Zip Code: 60185

Phone: [Redacted]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I would like to continue as Trustee of the West Chicago Fire District. I feel that my responsible approach to using tax payer money for the Fire Protection District adds to the efffective performance of the board.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No

If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No

If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 12:01 Wednesday, 04 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

***************This email was sent via the Board and Commission appointment application page on the County website***************
Anthony P. Gagliardi

My goal is to prepare all students for a life-time of learning

Employment

Saint Charles East High School – CUSD #303
August 2015 to Present

Positions:
- AVID 10 (3 sections) Applied Studies (1 Section) Virtual Ed. Mentor/Teacher (1 Section) 2017/18
- English 9 Standard (3 Sections) AVID 9 (1 Section) AVID 10 (1 Section) – 2016/17
- English 9 Honors (4 Sections) AVID 9 (1 Section) – 2015/16
- English 9 Standard Professional Learning Community (PLC) Leader
- School Improvement Team
- AVID Team Leader – Administrator Trained
- Alliance for College Readiness Team Member with Elgin Community College

Carl Schurz High School – Chicago Public Schools
August 2009 to 2015

Positions:
- Reading II Teacher (5 Sections) - 2014/15
- AVID IV Elective Teacher (4 Sections) and Virtual Education Mentor/Teacher (1 Section) – 2013/14
- Virtual Education Credit Recovery Administrator, Site Coordinator and Mentor (Current)
- PBIS Co-Coordinator and Lesson Plan Creator 2011-2013
- Response to Intervention Leader and Tier 2 Implementation Team Member
- SLC Team Member
- Course Team Member and Lesson Plan Creator

Oswego East High School – District 308
August 2008 to August 2009

Positions:
- English teacher – two Read180 Blocks and 1 English 2 Blocks
- Speech Team Coach
- Literary Magazine Sponsor
- Reading Club Sponsor

East Aurora High School – District 131
January 2004 to August 2008

Positions:
- English teacher - three 9th grade classes and one 110 minute Read180 block
- Plato program teacher – all grades
- Literary Magazine sponsor
- Core Curriculum Team
- Team Leader of Freshman Core Small Learning Community
- Union Building Representative for Local 604
- School Improvement Team
- PBIS Committee
- Language Arts Task Force
- Tutor for the Princeton Review after school program at EAHS

Education

- Achieved National Board Certification – ELA/AYA
- Achieved a Master’s of Science in Instruction – Secondary Education – Language Arts from NEIU 2006
- Achieved a BA in Secondary Education from Northeastern Illinois University – 1997
- Achieved a BA in Business Communications from Elmhurst College - 1992

Teaching Certificate and Endorsements

Type: 09 – Master Secondary Teaching

Endorsements: High School English and Speech; High School World and U.S. History; High School Basic Business; Middle School English, Speech and Social Science.
I have recruited over 80 students in the past two years to join our AVID community as we grow.

I am proud to say that 7 of the top 10 and 20 of the top 25 seniors out of 503 students are my AVID students, and that I helped 15 seniors graduate on time in 2011, 45 in 2012, and 75 in 2013, and 75 in 2014 through the Virtual Education program. Last year, my 110 AVID seniors generated over $8,000,000 in Merit Scholarships and 250 acceptance letters to prestigious universities.

I am also very proud to say that I have helped over 225 students graduate on time since March of 2011 due to my efforts with our Virtual Education credit recovery program at Carl Schurz HS. There will be at least another 80 added to the growing list of graduates thanks to this highly successful program.

Educational Training

International Baccalaureate Training – Theory of Knowledge Course
National Board Certification
AVID – Multiple Years (Ongoing)  
Digging Deeper into Texts  
Common Core  
Champs Training  
READ 180 Training  
PBIS Training – Tier One and Two  
Motivating the Unmotivated  
Data Driven Instruction  
Google Certification  
21st Century Learners  
IDS Training  
Princeton Review  
Character Counts  
Access  
Small Learning Community  
CRISS Strategies  
Capturing Kids Hearts  
Brain Based Learning  
Curriculum Mapping  
Problem Based Learning  
Project Based Learning  
Sheltered Instruction  
WIDA Standards Training  
ETC…Ongoing Training

Other Employment

Service Mechanical Industries, Arlington Heights, IL
Nov. 2002 to May 2003
Position: Outside Sales
• Generated New Business – HVAC Maintenance Service Agreements
• Managed service accounts
• Managed small projects

VA Smith/Exelon Services, Wheeling, IL
Oct. 2000 to Nov. 2002
Position: Outside Sales
• Generated New Business – HVAC Maintenance Service Agreements
• Trained account service representatives
• Trained maintenance sales representatives

Communications Supply Corporation, Carol Stream, IL
Position: Marketing and Business Development Manager
• Created qualified opportunities for sales force
• Trained and managed eight business development representatives
• Explored and created new business development strategies
• Conducted extensive training sessions on lead generation

Anixter Inc., Skokie, IL
Jan. 1987 to May 1999
Position: Market Research and Business Development Manager
• Created Business Development Group
• Trained and managed ten business development representatives
• Conducted extensive training sessions on lead generation
• Generated $6,000,000 in revenue within a two-year period
• Warehouse employee: picking, packing, shipping, and cutting cable
APPOINTMENT OF MICHAEL J. LOFTUS
TO THE ZONING BOARD OF APPEALS

WHEREAS, Daniel J. Cronin has submitted to the County Board his appointment of Michael J. Loftus to serve as a Member of the Zoning Board of Appeals; and

WHEREAS, such appointment requires the advice and consent of the County Board under 55 ILCS 5/5-12010, as amended.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the County Board does hereby advise and consent to the appointment of Michael J. Loftus as a Member of the Zoning Board of Appeals for a term expiring December 1, 2022; and

BE IT FURTHER RESOLVED that the “Notice of Appointment” be attached hereunto and made a part of this resolution; and

BE IT FURTHER RESOLVED that the County Clerk transmit certified copies of this resolution to Michael J. Loftus.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:  _________________________________
PAUL HINDS, COUNTY CLERK
NOTICE OF APPOINTMENT

By virtue of the power vested in me under 55 ILCS 5/5-12010, as amended, I, Daniel J. Cronin, Chairman of the DuPage County Board, do hereby appoint Michael J. Loftus to be a Member of the Zoning Board of Appeals for a term expiring December 1, 2022.

I hereby submit this appointment to the County Board for its advice and consent this 8th day of May, 2018.

Daniel J. Cronin, Chairman
DuPage County Board
DUPAGE COUNTY APPLICATION FORM FOR APPOINTMENT

Name of Board or Agency you are interested in appointment to: Zoning Board of Appeals

Have you ever served on this Board or Agency before?: Yes
If so, how long?: from 2003 to present

Personal Information
Last Name: Loftus
First Name: Michael
Middle Name: J
E-mail Address: [REDACTED]
Present Permanent Address: [REDACTED]
City: Lisle
State: ILLINOIS
Zip Code: 60532
Phone: [REDACTED]

Additional Information

Please explain why you wish to serve as an appointee and share any unique qualifications or experience you feel you would bring to this agency.

I have faithfully and professionally served DuPage County, its Board and the public through my service as a member of the Zoning Board of Appeals. In the absence of the chairman, I have often served as acting chairman to conduct the hearing. I have past board and board leadership positions as shown in my resume attached. I am fully certified through DuPage County HR Dept. in all required and necessary training. I have the necessary experience in conducting public hearings, dealing with "hot topic" cases in a calm and controlling manner, and the demeanor to get to the objective in any meeting. I understand related legal matters from Open Meetings Act to the Living Word.

Are you a lobbyist registered with the State of Illinois?: No

Are you an elected official?: No
If yes, please describe:

Conviction Information

Have you ever been convicted of a criminal offense?: No
If so, date/Description:

Nature of Conviction:

Disposition:

Submitted: 07:54 Thursday, 05 April 2018

☑ By submitting this application, I attest to the fact that the information provided is truthful, accurate and correct to the best of my knowledge.

********************************************This email was sent via the Board and Commission appointment application page on the County website********************************************
Michael J Loftus

Objective

Reappointment to the Board of DuPage County  Zoning Board of Appeals

Professional Accomplishments

Manufacturing at Iten Industries
- Territory Sales 1977-79 Doubled sales volume
- Plant Management 1979-1999 as GM. Dealt with Mfg., personnel, sales, HR and purchasing
- Returned Territory Sales by request in 1999-2016
- Sales Management as Interim. 2002-2003 Directed sales but did not want to relocate

Lisle Community School District 202
- Board Member 1989-1993 (Achieved Master School Board Member status from State Board)
- Board President 1993 -2000 (Negotiated 3 teacher contracts and 2 classified employee contracts)
- Awarded Illinois General Assembly recognition for help in developing state wide test 1995

Knox Presbyterian Church in Naperville
- Ordained Elder in 1984 nearly tripled stewardship donations
- Dakota Partnership 501(c) (3) mission organizer to Sioux Indian reservation 2003 - present
- Choir member 1988-present
- Youth Club Director 1991-1998

Community Service
- DuPage Zoning Board of Appeals Commissioner 2003- present (conduct public hearings)
- Lisle Township Food Pantry 501(c) (3) Secretary 2009-present (support food for pantry)
- Work with African American kids in Lawndale area of Chicago 2006 to present (make good life choices)

Employment History

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<th>Year</th>
<th>Position</th>
<th>Company/Location</th>
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<td>1977 to 2016</td>
<td>Sales and others (above)</td>
<td>Iten Industries Addison IL</td>
</tr>
<tr>
<td>1975-1977</td>
<td>Sales</td>
<td>Lanier Business Prod , Chicago</td>
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<tr>
<td>1974-1975</td>
<td>Inside Sales</td>
<td>TubeSales Berkely, IL</td>
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<tr>
<td>1973-1974</td>
<td>Management Trainee</td>
<td>Robert Hall Clothiers, Berwyn</td>
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Education

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<th>Year</th>
<th>Degree</th>
<th>Institution</th>
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<tbody>
<tr>
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<td>Bachelor Fine Arts</td>
<td>Univ of Illinois Champaign IL</td>
</tr>
</tbody>
</table>

References

References are available on request.
PLACING NAMES ON PAYROLL

WHEREAS, the DuPage County Board heretofore adopted a position classification and Pay Plan for all County employees.

NOW, THEREFORE BE IT RESOLVED that the names as specified below be placed on the regular or temporary payroll at the salaries, classifications, and with the effective date as more particularly set forth below:

CORPORATE FUND

REPLACEMENTS

FACILITIES MANAGEMENT 1000-1100

Effective May 22, 2018
   Randal Benesh, Stationary Engineer
   Class 3145 at $63,525 per year

Effective May 22, 2018
   Nicholas Jensen, Facilities Manager
   Class 3174, Range 315 at $95,000 per year

SHERIFF 1000-4410

Effective April 30, 2018
   Susan Popow, Senior Staff Assistant
   Class 1003, Range 108 at $26,199 per year

TEMPORARY

FACILITIES MANAGEMENT 1000-1100

Effective May 9, 2018
   Dominic Bendinelli, Seasonal Employee
   Class 9172 at $10.75 per hour
TEMPORARY

Effective May 9, 2018
   Brittany Vermillion, Seasonal Employee
   Class 9172 at $10.00 per hour

Effective May 21, 2018
   Brandon Quigley, Seasonal Employee
   Class 9172 at $10.00 per hour

Effective May 29, 2018
   Zachery Sinn, Seasonal Employee
   Class 9172 at $10.75 per hour

Effective June 1, 2018
   Nicholas Sinn, Seasonal Employee
   Class 9172 at $10.25 per hour

NON-CORPORATE FUND

REPLACEMENTS

CARE CENTER 1200-2010

Effective May 9, 2018
   Mary Johnson, Account Clerk
   Class 1171, Range 108 at $14.00 per hour

CARE CENTER 1200-2025

Effective April 25, 2018
   Diana Streadwick, Dining Services Worker
   Class 4237, Range 106 at $23,640 per year

CARE CENTER 1200-2035

Effective May 7, 2018
   Kenneth Wall, Housekeeper I
   Class 4210, Range 106 at $22,722 per year
REPLACEMENTS

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective May 15, 2018
Amy Ozgode, Workforce Development Marketing Coordinator
Class 1722, Range 311 at $56,000 per year

PROMOTIONS

CARE CENTER 1200-2050

Effective May 9, 2018
Saveina Tanner, Interim Director of Nursing
Class 4135, Range 317 at $96,250 per year, from
Class 4133, Range 315 at $87,500 per year

COMMUNITY SERVICES 5000-1440

Effective May 22, 2018
Anna Sitton, Community Development Specialist
Class 1945, Range 111 at $51,000 per year, from
Class 1931, Range 110 at $39,535 per year

JOB RECLASSIFICATIONS

HUMAN RESOURCES/WORKFORCE DEVELOPMENT 5000-2840

Effective May 19, 2018
Thaddeus Zychowski, Senior Program Specialist
Class 1744, Range 311 at $55,500 per year, from
Class 1743, Range 111 at $45,631 per year

TEMPORARY

ANIMAL SERVICES 1100-1300

Effective May 21, 2018
Meghan Reese, Intern
Class 9170 at $10.00 per hour
TEMPORARY

DIVISION OF TRANSPORTATION 1500-3500

Effective May 21, 2018
   Hunter Glowienke, Seasonal Employee
   Class 9174 at $9.00 per hour

PUBLIC WORKS 2000-2555

Effective May 9, 2018
   Ryan Carlin, Seasonal Employee
   Class 9172 at $10.25 per hour

Effective May 9, 2018
   Jennifer Deegan, Intern
   Class 9170 at $12.50 per hour

Effective May 9, 2018
   Lillian Felsenthal, Intern
   Class 9170 at $12.00 per hour

Effective May 9, 2018
   Brandon Gottardo, Seasonal Employee
   Class 9172 at $10.75 per hour

Effective May 9, 2018
   Cody Logan, Seasonal Employee
   Class 9172 at $10.25 per hour

Effective May 9, 2018
   Sydney O’Leary, Seasonal Employee
   Class 9172 at $10.50 per hour

Effective May 9, 2018
   Joseph Richardson, Seasonal Employee
   Class 9172 at $10.50 per hour
TEMPORARY

Effective May 9, 2018
Alec Thompson, Intern
Class 9170 at $14.00 per hour

STORMWATER MANAGEMENT 1600-3000

Effective May 9, 2018
Cali Bonie, Intern
Class 9170 at $13.00 per hour

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit copies of this resolution to the Auditor, Treasurer, Finance Department, Human Resources Department, and one copy to the County Board.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
BUDGET TRANSFERS-VARIOUS COMPANIES AND ACCOUNTING UNITS FISCAL YEAR 2018

WHEREAS, it appears that certain appropriations for various County companies and accounting units are insufficient to cover necessary expenditures for the balance of the 2018 fiscal year; and

WHEREAS, it appears that there are other appropriations within these companies and accounting units from which transfers can be made at the present time to meet the need for funds; and

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached transfers be made within the indicated companies and accounting units.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

______________________________
PAUL HINDS, COUNTY CLERK
# DuPage County, Illinois
## BUDGET ADJUSTMENT
### Effective June 20, 2016

**From:** 1000

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3200</td>
<td>52270</td>
<td>AUTO/MACH/EQUIP PARTS</td>
<td>$200.00</td>
<td>23,614.40</td>
<td>24,414.40</td>
<td>6/25/18</td>
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<tr>
<td>3200</td>
<td>53830</td>
<td>OTHER CONTRACTUAL EXPENSES</td>
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<td>180,000</td>
<td>179,975</td>
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<td>3200</td>
<td>52250</td>
<td>AUTO/MACH/EQUIP PARTS</td>
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<td>24,903.24</td>
<td>4,903.24</td>
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**To:** 1000

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>3200</td>
<td>52200</td>
<td>OPERATING SUPPLIES</td>
<td>$200.00</td>
<td>-</td>
<td>200</td>
<td>6/25/18</td>
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<tr>
<td>3200</td>
<td>53380</td>
<td>REPAIR &amp; MTCE AUTO EQUIPMENT</td>
<td>$25.00</td>
<td>(13)</td>
<td>12</td>
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<tr>
<td>3200</td>
<td>54110</td>
<td>EQUIPMENT AND MACHINERY</td>
<td>$20,000.00</td>
<td>(20,000)</td>
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</table>

**Total** $20,225.00

**Reason for Request:**
Budget transfer for miscellaneous supplies, tire repair, and to properly code joint purchase of 2 Goodwin pumps as fixed assets.

**Department Head:**  
4/25/2018

**Chief Financial Officer:**  
4-25-18

---

**Finance Department Use Only**

Fiscal Year: 2018  
Budget Journal #:  
Acctg Period:  
Entered By/Date:  
Released By/Date:  
Posted By/Date:  

---

Packet Pg. 312
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 1400
Company #

<table>
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<tr>
<th>Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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</tr>
</thead>
<tbody>
<tr>
<td>5060</td>
<td>51050</td>
<td></td>
<td>FLEXIBLE BENEFIT EARNINGS</td>
<td>$720.00</td>
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<td>$720</td>
<td>9/30/18</td>
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<tr>
<td>5060</td>
<td>53828</td>
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<td>CONTINGENCIES</td>
<td>$1,032.00</td>
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<td>10,000</td>
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Total $1,752.00

To: 1400
Company #

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<tr>
<td>5960</td>
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<td>BENEFIT PAYMENTS</td>
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<td>(1,751.35)</td>
<td>9/30/18</td>
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Total $1,752.00

Reason for Request:
Budget transfer needed to cover payment of accrued vacation for employee resignation.

Signature on File

Budget Transfers 05-08-18 (Fl-R-0179-18 : Budget Transfers 05-08-18)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

From: 2000
Company #

<table>
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<tr>
<th>Accounting Unit</th>
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<th>After Transfer</th>
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<tr>
<td>2555</td>
<td>53828</td>
<td>CONTINGENCIES</td>
<td>$100,000.00</td>
<td>369,000</td>
<td>263,000</td>
<td>4/25/18</td>
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To: 2000
Company #

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<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>2555</td>
<td>53830</td>
<td>OTHER CONTRACTUAL EXPENSES</td>
<td>$50,000.00</td>
<td>5846.14</td>
<td>55846.14</td>
<td>4/25/18</td>
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<tr>
<td>2665</td>
<td>53010</td>
<td>ENGINEERING/ARCHITECTURAL SVC</td>
<td>$1,000.00</td>
<td>100.50</td>
<td>611.15</td>
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<td>2665</td>
<td>53110</td>
<td>WORKERS COMPENSATION INSURANCE</td>
<td>$50,000.00</td>
<td>(14156.85)</td>
<td>35843.15</td>
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<tr>
<td>2665</td>
<td>53370</td>
<td>REPAIR &amp; MTCE OTHER EQUIPMENT</td>
<td>$5,000.00</td>
<td>14338.91</td>
<td>3566.11</td>
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<td></td>
<td>$100,000.00</td>
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</table>

Reason for Request:
Budget transfer for repairs due to sewer backup, sampling of spills, large workers comp claims, and lab and meter reading equipment repairs.

Department Head
4/25/18
Date

Chief Financial Officer
4/25/18
Date

Activity (optional)

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

Finance Department Use Only

Fiscal Year 2018
Budget Journal #
Acctg Period
Entered By/Date
Released By/Date
Posted By/Date

Packet Pg. 314
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

Public Works
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
<th>After Transfer</th>
<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2640 53828</td>
<td>CONTINGENCIES</td>
<td>$ 5,800.00</td>
<td>$ 50,000</td>
<td>44,200</td>
<td>4/25/18</td>
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</table>

Total $5,800.00

<table>
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<tr>
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<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>Available Balance</th>
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<th>Date of Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>2640 51050</td>
<td>FLEXIBLE BENEFIT EARNINGS</td>
<td>$ 800.00</td>
<td>(100-)</td>
<td>700</td>
<td>4/25/18</td>
<td></td>
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<tr>
<td>2640 52200</td>
<td>OPERATING SUPPLIES &amp; MATERIALS</td>
<td>$ 2,000.00</td>
<td>(367.15)</td>
<td>1,732.85</td>
<td>4/25/18</td>
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<tr>
<td>2640 53240</td>
<td>WASTE DISPOSAL SERVICES</td>
<td>$ 3,000.00</td>
<td>31.70</td>
<td>3031.70</td>
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</tbody>
</table>

Total $5,800.00

Reason for Request:
Budget transfer for flex benefits for staff, new locks for SERF building, and disposal of spoils.

Department Head

Chief Financial Officer

Finance Department Use Only
Fiscal Year 2018  Budget Journal #  Acctg Period __________
Entered By/Date  Released By/Date  Posted By/Date, 

PW S/1
FIN S/8

Packet Pg. 315
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective September 21, 2016

From: 5030
Company #

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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<tr>
<td>1960</td>
<td>53090</td>
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<td>OTHER PROFESSIONAL SERVICES</td>
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<td>10,000</td>
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<td>4/13/18</td>
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Total: $10,000.00

To: 5030
Company #

<table>
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<th>Accounting Unit</th>
<th>Account</th>
<th>Sub-Account</th>
<th>Title</th>
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<th>After Transfer</th>
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</thead>
<tbody>
<tr>
<td>1960</td>
<td>54110</td>
<td></td>
<td>EQUIPMENT AND MACHINERY</td>
<td>$10,000.00</td>
<td></td>
<td>10,000</td>
<td>4/13/18</td>
</tr>
</tbody>
</table>

Total: $10,000.00

Reason for Request:
Transfer is required to purchase scissor lift to support recovery efforts during a mass fatality incident.

Signature on File

Signature on File

Department Head

Chief Financial Officer

*Please sign in blue ink on the original form*

Finance Department Use Only
Fiscal Year 2018  Budget Journal #     Acctg Period
Entered By/Date____________________ Released By/Date__________________ Posted By/Date__________________

Attachment: Budget Transfers 05-08-18 (FI-R-0179-18 : Budget Transfers 05-08-18)
DuPage County, Illinois
BUDGET ADJUSTMENT
Effective June 20, 2016

Grants/DNA Backlog Reduction Program
Company/Accounting Unit Name

<table>
<thead>
<tr>
<th>Accounting Unit</th>
<th>Account</th>
<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
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<td>IT EQUIPMENT</td>
<td>$52,300.00</td>
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<td>1/20/18</td>
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Total $52,300.00

<table>
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<th>Accounting Unit</th>
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<th>Title</th>
<th>Amount</th>
<th>Prior to Transfer</th>
<th>After Transfer</th>
<th>Date of Balance</th>
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<tbody>
<tr>
<td>4510</td>
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<td>EQUIPMENT AND MACHINERY</td>
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<td>(49,165.10)</td>
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<td>4/26/18</td>
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</tbody>
</table>

Total $52,300.00

Reason for Request:

When spreadsheet was prepared the money was accidentally put under 54100 (IT Equip), instead of 54110 (Equip/Machinery).

Signature on File

Department: Audit

Date: 4/20/18

Chief Financial Officer

Date: 4/20/18

Packet Pg. 317

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

Finance Department Use Only

Fiscal Year 2018 Budget Journal # Accig Period
Entered By/Date Released By/Date Posted By/Date
Other Action Item

17-18-553

Request Date: April 24, 2018
Account Code: 1000-1001-53500, 53510, 53610

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the National Association of Counties (NACo) annual conference.

Destination: Nashville, TN

Date of Departure: 7-12-18
Date of Return Arrival: 7-16-18
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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<th>Expense</th>
<th>Amount</th>
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<td>Registration</td>
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<td>Lodging</td>
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<tr>
<td>Rental Car</td>
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<tr>
<td>Reference Materials</td>
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<td>Meals: (Per Diems)</td>
<td>207.00</td>
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<tr>
<td>Total</td>
<td>$697.00</td>
</tr>
</tbody>
</table>

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Type or print clearly. Information marked with an asterisks (*) will appear on your badge. Please make a copy for your records.

If you require hotel accommodations, complete the Hotel Reservation Form.

**LAST NAME**  
**FIRST NAME**  
**TITLE**

**NICKNAME**  
**COUNTY/ORGANIZATION**

**ADDRESS**  
**CITY**  
**STATE**  
**ZIP CODE**  
**TELEPHONE**  
**CELL PHONE**  
**FAX**  
**EMAIL**

ASSISTANT’S EMAIL (OPTIONAL)

☐ OPT OUT. CHECK HERE IF YOU DO NOT WANT YOUR INFORMATION SHARED WITH EXHIBITORS.

IN CASE OF EMERGENCY DURING MEETING, PLEASE CONTACT:

NAME

PHONE

WILL THIS PERSON BE STAYING IN YOUR HOTEL ROOM?

☐ YES  ☐ NO

RELATIONSHIP

REGISTRATION FEES (CHECK BOX THAT APPLIES)

If you plan on attending the Sunday, July 15 Awards Luncheon*, an additional fee of $15 will be applied to your total due. Forms must be postmarked by the dates below in order to qualify for the selected rate category. If you are unable to register prior to July 6, please plan on registering on-site in Nashville. NACo reserves the right to correct any errors when calculating the amount due.

<table>
<thead>
<tr>
<th></th>
<th>EARLY BIRD (fax/mail)</th>
<th>ADVANCE (fax/mail) 6/1–7/6</th>
<th>ON SITE After July 6</th>
</tr>
</thead>
<tbody>
<tr>
<td>NACo Board of Directors</td>
<td>$515 Postmarked by 5/31</td>
<td>$585</td>
<td>$650</td>
</tr>
<tr>
<td>NACo County Member</td>
<td>$515</td>
<td>$585</td>
<td>$650</td>
</tr>
<tr>
<td>State Association of Counties Staff</td>
<td>$515</td>
<td>$585</td>
<td>$650</td>
</tr>
<tr>
<td>NACo Corporate Member</td>
<td>$515</td>
<td>$585</td>
<td>$650</td>
</tr>
<tr>
<td>County Non-Member</td>
<td>$740</td>
<td>$795</td>
<td>$850</td>
</tr>
<tr>
<td>Corporate Non-Member</td>
<td>$765</td>
<td>$835</td>
<td>$900</td>
</tr>
<tr>
<td>Government (Federal or State employees only)</td>
<td>$565</td>
<td>$670</td>
<td>$770</td>
</tr>
<tr>
<td>Press</td>
<td>Complimentary (Editorial Staff ONLY – Press registrations must be accompanied by a letter of assignment on letterhead.)</td>
<td>$360</td>
<td>$375</td>
</tr>
</tbody>
</table>

Two Day (Check your choice below)

☐ Friday-Saturday

☐ Saturday-Sunday

☐ Sunday-Monday

+$15 ADDITIONAL LUNCHEON FEE*

SUB-TOTAL REGISTRATION FEES: $_____________

SPECIAL SERVICES (CHECK IF APPLICABLE)

☐ I WILL REQUIRE SPECIAL ASSISTANCE

Please let us know your requirements by emailing us at nacomeetings@naco.org

CONFERENCE TOTE BAG

☐ YES, I WOULD LIKE TO REQUEST A TOTE BAG

☐ NO, I WOULD NOT LIKE TO REQUEST A TOTE BAG

Please return your completed registration form to:

NACo
PO Box 79007
Baltimore, MD 21279-0007

Or fax your completed forms to: 866.741.5129


Questions? Please call: 202.942.4292

or email: nacomeetings@naco.org
MOBILE WORKSHOPS / SESSIONS (ADVANCED SIGN UP REQUIRED)

All tours will depart from the Gaylord Opryland Resort. Space on tours is limited, participation will not be confirmed until forms are processed. For instant confirmation and up-to-date availability, we recommend registering on-line.

MOBILE WORKSHOPS (REQUIRE ADVANCE SIGN-UP)
THURSDAY, JULY 12th | 2:00 P.M. - 5:00 P.M. (no additional fee required)

Cumberland River Compact Workshop
Lucius E. Burch III River Center
Join the Cumberland River Compact for a discussion on green infrastructure, water policy, engineering, construction, and environmental policy, with an emphasis on best practices for other waterfront counties. Tour the River Center and learn about the history of the CRC, its partnerships, and the transformation of the Columbia River into a popular recreation destination and cornerstone of Davidson County’s waterfront revitalization. Optional walking tour of the pedestrian bridge.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Nashville’s Barnes Fund and Housing Incentive Pilot Program
Location: TBD
In just two years, Mayor Megan Barry has committed to provide over $70 million toward affordable housing in the city of Nashville, creating and preserving over 1900 homes throughout the county. Join the Mayor’s Office of Housing team and developers on an affordable housing tour and discussion on how they have partnered to create and preserve these units within the city’s core and close to employment centers. Learn more about the city’s Barnes Fund for Affordable Housing and the Housing Incentives Pilot Program, two innovative programs that are successfully changing the way developers are creating affordability throughout the county.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Resilience & Disaster Tour
Riverfront Park, Nashville Symphony
Join a tour of Riverfront Park and the Nashville Symphony for a discussion on recovery from the 2010 flood, the construction of the park as a flood mitigation tool, and a visit to Tool Fire and Pier art installations. Learn about Davidson County’s recovery efforts from emergency response professionals.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Warner/Chappell Production Music Recording Studio
WCPM Recording Studio
Join the NACo International Economic Development Task Force for a tour of the WCPM recording studio and discussion of the challenges of operating a global business that manages intellectual property across county lines. WCPM, part of Warner/Chappell Music, has offices in more than 40 counties and administers music from Beyoncé, Green Day, Eric Clapton, Led Zeppelin, Madonna, and more. Hosted by the International Economoc Development Task Force and open to all conference attendees.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

SESSIONS (REQUIRE ADVANCE SIGN-UP)

Documentary Screening/Conversation on Opioids
(no additional fee required)
Thursday, July 12th
4:00 p.m. – 6:00 p.m.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Crisis Communications
Strategies for County Officials
($25/course)
Saturday, July 14th
10:00 a.m. – 2:00 p.m.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Affordable Housing Symposium
(no additional fee required)
Sunday, July 15th
8:00 a.m. – 3:30 p.m.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Essential Practices in Technology
Leadership for County Officials - Assessing your county’s technology performance
($25/course)
Sunday, July 15th
2:15 p.m. – 4:30 p.m.

☑ YES, I WOULD LIKE TO ATTEND THIS SESSION

Waiver & Release: By registering for this meeting, I acknowledge and assume all risks associated with participation in the meeting and any associated events/activities (e.g. Conference Celebration Event) including without limitation any slips and falls. I hereby knowingly waive and release NACo, its employees, directors, officers, volunteers, agents, successors, licensees, assigns, vendors and sponsors from any and all claims, liabilities, or causes of actions, including without limitation, death, bodily injury, property damage, or any other loss, damage, or any inconvenience whatsoever, arising from participation in this meeting and any associated events/activities whether or not such damage, injury, or loss may occur on the premises of the meeting, at off-site venues, in participating hotels or on event ground transportation. I also hereby knowingly waive and release NACo, its employees, directors, officers, volunteers, agents, successors, licensees, assigns, vendors and sponsors from any and all claims that I may have or may arise regarding the use of my name and image, including any and all claims of defamation, invasion of privacy, or infringement of moral rights, rights of publicity or copyright.

Right to use name and likeness: in consideration for my participation in NACo’s meeting, I hereby grant NACo the perpetual, world-wide, royalty-free right and permission to record, photograph, use and distribute (royalty-free, both now and in the future) my image, name, and voice in all forms and all media including, without limitation, photographs, electronic reproductions and transmission of images and audio files, web-casting, and any and all other uses on the internet for any and all NACo’s lawful purposes.
Please return your completed registration form to:
NACo
PO Box 79007
Baltimore, MD 21279-0007

Or fax your completed forms to: 866.741.5129

Questions? Please call: 202.942.4292 or email: nacomeetings@naco.org

---

### Payment Method:

- [ ] AMERICAN EXPRESS
- [ ] VISA
- [ ] MASTERCARD
- [ ] DISCOVER
- [ ] CHECK
- [ ] P.O. BOX

Card Number: ____________________________
Cardholder’s Name: ____________________________
Exp. Date: _______ Sig: ____________________________

Your signature authorizes NACo to charge your credit card for the total amount due.

**If paying with a credit card, please complete and fax the form to 866.741.5129. To be in compliance with the PCI regulations, we are unable to receive credit card information via email.**

---

**DIETARY RESTRICTIONS**

Please let us know if you have any of the following dietary needs: (check each that apply)
- [ ] GLUTEN FREE
- [ ] VEGAN
- [ ] LOW SODIUM
- [ ] VEGETARIAN (LACTO-OVO)

List any allergies: ____________________________

---

**Payment Policy:** Conference registration fee must accompany this form. Send check or company purchase order, made payable to the National Association of Counties, to the Conference Registration Center at the address listed. A purchase order will only HOLD a registration. All fees must be paid in full in order to obtain your badge and registration materials at the conference.

**Cancellation Policy:** All cancellations must be made in writing and can be sent via e-mail (nacomeetings@naco.org) or fax 866.741.5129. For a full refund of the registration fee (minus a $75 administrative fee) cancellation requests must be received by June 22, 2018. Cancellation requests received between June 23 and July 6, 2018 will receive a refund equal to 50% of the total paid. Cancellation requests received after July 6, 2018 will not be refunded.

---

**NEXTGEN COMMUNITY SERVICE PROJECT**

Friday, July 13th
9:00 a.m. – 11:00 a.m.

- [ ] NEXT-GEN MEMBERS ONLY - ADD $25

---

**CONFERENCE CELEBRATION EVENT TICKETS**

(1 ticket is included with your registration fee).
You may purchase additional tickets for the Conference Celebration Event on Monday, July 16 for $50 each for non-registered guests.

# of Tickets: ____________________________ @ $50 each

**SUB-TOTAL FOR EXTRA TICKETS:** $________

---

**TOTAL REGISTRATION & TICKET FEES:** $________
Other Action Item

17-18-560

Request Date: 5/1/2018  Account Code: 1100-1300

Purpose of Trip: (explain fully the necessity of making the trip)
Volunteer/Rescue/Foster Coordinator travel to Michigan to transfer two Chows to a breed specific rescue organization. This rescue is located in Canada and agreed to meet in Port Huron, MI. The two Chows have been at the shelter for around 6 weeks. Previously, local rescues were contacted to take the two canines, however they were unable to due to space. We are not requesting lodging reimbursement as the Volunteer/Rescue/Foster Coordinator will stay the night with a friend who lives in Michigan.

Destination: 2020 Water St., Port Huron, MI 48060

Date of Departure: 5/1/2018  Date of Return Arrival: 5/2/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Expense</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
<td>0</td>
</tr>
<tr>
<td>Transportation</td>
<td>444.65</td>
</tr>
<tr>
<td>Lodging</td>
<td>0</td>
</tr>
<tr>
<td>Rental Car</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials</td>
<td>0</td>
</tr>
<tr>
<td>Meals: (Per Diems)</td>
<td>76.50</td>
</tr>
<tr>
<td><strong>Total:</strong></td>
<td><strong>$ 521.15</strong></td>
</tr>
</tbody>
</table>

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: ______________________________________
PAUL HINDS, COUNTY CLERK
AWARDING RESOLUTION TO
WAREHOUSE DIRECT, INCORPORATED
FOR HAND SOAP, HAND SANITIZER, LOTION,
SHAMPOO AND BODY WASH
FOR THE DUPAGE CARE CENTER
(TOTAL CONTRACT AMOUNT: $62,639.92)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Services Committee recommends County Board approval for the issuance of a contract purchase order to Warehouse Direct, Incorporated, for hand soap, hand sanitizer, lotion, shampoo and body wash, for the DuPage Care Center for the period May 28, 2018 through May 27, 2020.

NOW, THEREFORE BE IT RESOLVED, that said contract for hand soap, hand sanitizer, lotion, shampoo and body wash for the DuPage Care Center for the period May 28, 2018 through May 27, 2020, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Warehouse Direct, Incorporated, 2001 South, Mount Prospect Road, Des Plaines, Illinois for a contract total amount of $62,639.92, per lowest responsible bid #18-055-GV.

Enacted and approved this 8th day of May, 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 17, 2018</td>
<td>$62,639.92</td>
<td>MAY 28, 2018 - MAY 27, 2020</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

Karen Graczyk  
Completed  04/17/2018 3:15 PM

Janelle Chadwick  
Completed  04/20/2018 9:50 AM

Kathy Ostrowski  
Completed  04/20/2018 5:26 PM

James McGuire  
Completed  04/23/2018 11:25 AM

Paul Rafac  
Completed  04/25/2018 9:37 AM

Kathy Ostrowski  
Completed  04/26/2018 1:02 PM

Health & Human Services  
Completed  05/01/2018 10:15 AM

Finance Committee  
Pending  05/08/2018 8:00 AM

County Board  
Pending  05/08/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: DuPage Care Center</td>
<td>Contact: Vinit Patel</td>
<td>Phone: 630-784-4273</td>
<td>Assigned Committee: Health and Human Services</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background:**
Hand soap, hand sanitizer, lotion, shampoo and body wash for the DuPage Care Center, for the period May 28, 2018 through May 27, 2020, per lowest responsible bidder, per bid 18-055-GV.

**Reason for Procurement:**
The above products are necessary supplies in providing cleanliness and stopping the spreading of germs for the DuPage Care Center.

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1200-2035-52280
- [ ] Budget Transfer (Date) Add'l Information

**DECISION MEMO NOT REQUIRED**

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-055-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # ________________ [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:
  - [ ]

**DECISION MEMO REQUIRED**

- [ ] Cooperative Procurement (DPC-4-07) or Government Joint Purchasing Act Procurement (30ILCS25)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBILE, BID # ________________

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

<table>
<thead>
<tr>
<th>cdk</th>
<th>Apr 17, 2018</th>
<th>4/17/18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prepared By</td>
<td>Date</td>
<td>Reccommended for Approval Date</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>4/23/18</th>
<th>Procurement Officer 4-23-18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td>Date</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>4/25-18</th>
<th>Chairman's Office</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>Date</td>
<td>(Decision Memos Over $25,000) Date</td>
</tr>
</tbody>
</table>

Rev 1.8

Packet Pg. 325
### Purchase Requisition

**Procurement Services Division**

**Date:** Apr 17, 2018  
**MinuteTraq (IQM2) ID #:** 12496  
**Department Req #:** 7  
**RFP, Bid or Quote #:** 18-055

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Warehouse Direct, Inc.</th>
<th>Dept: Convalescent Center</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Steve Hyde Email: <a href="mailto:steveyde@warehousedirect.com">steveyde@warehousedirect.com</a></td>
<td>Division: Environmental Services</td>
</tr>
<tr>
<td>Address: 2001 S. Mt. Prospect Road</td>
<td></td>
</tr>
<tr>
<td>City: Des Plaines State: IL Zip: 60018</td>
<td></td>
</tr>
<tr>
<td>Phone: 847-631-7193 Fax: 847-631-0791</td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Dept: Convalescent Center</th>
<th>Division: Environmental Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Vinit Patel Email: <a href="mailto:vinit.patel@dupageco.org">vinit.patel@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4273 Fax:</td>
<td></td>
</tr>
</tbody>
</table>

---

**Send Payments To:**

<table>
<thead>
<tr>
<th>Dept: Convalescent Center</th>
<th>Division: Environmental Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Steve Hyde Email: <a href="mailto:steveyde@warehousedirect.com">steveyde@warehousedirect.com</a></td>
<td></td>
</tr>
<tr>
<td>Address: 2001 S. Mt. Prospect Road</td>
<td></td>
</tr>
<tr>
<td>City: Des Plaines State: IL Zip: 60018</td>
<td></td>
</tr>
<tr>
<td>Phone: 847-631-7193 Fax: 847-631-0791</td>
<td></td>
</tr>
</tbody>
</table>

---

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: Convalescent Center</th>
<th>Division: Environmental Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Vinit Patel Email: <a href="mailto:vinit.patel@dupageco.org">vinit.patel@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Address: 400 N. County Farm Road Room:</td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4273 Fax:</td>
<td></td>
</tr>
</tbody>
</table>

---

**Payment Terms**

- **F.O.B.:** Destination  
- **PO 20 Delivery Date:** Requisitioner  
- **Contract Administrator:** Christine Kliebhan  
- **Contract Start Date:** May 28, 2018  
- **Contract End Date:** May 27, 2020  
- **Use for PO25 only:** Christine Kliebhan

---

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
--- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
1 | 1 | EA | Hand soap, hand sanitizer, lotion, shampoo and body wash | | 1200 | 2035 | 52280 | | 62,639.92 | 62,639.92 |

**Requisition Total:** $62,639.92

---

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

Hand soap, hand sanitizer, lotion, shampoo and body wash for the DuPage Care Center for the period May 28, 2018 through May 27, 2020, per lowest responsible bidder per bid #18-055-GV.

---

**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):

May 1, 2018 HHS  
May 8, 2018 County Board
COUNTY OF DU PAGE, ILLINOIS

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: WAREHOUSE DIRECT
Company Contact: Steven Hyde
Contact Phone: 847-631-7193
Contact Email: Steven.Hyde@warehouse-direct.com

Bid/Contract/PO #: 18-055-GV
Date: 4/6/18

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 order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of $25,000, shall provide to Procurement ServicesDivision a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Add. Line</th>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</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>
</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/Courts/BoardPolicies/

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

Authorized Signature: [Signature]

Printed Name: Steven Hyde
Title: Sales Rep
Date: 4/6/18

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

BID #18-055-GV
Page 18 of 24

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COUNTY OF DU PAGE, ILLINOIS

BID FORM
PROCUREMENT SERVICES DIVISION
BID #18-055-GV

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

<table>
<thead>
<tr>
<th>Full Name of Bidder</th>
<th>Warehouse Direct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Business Address</td>
<td>2001 S. Mt. Prospect Pk.</td>
</tr>
<tr>
<td>City, State, Zip Code</td>
<td>Des Plaines IL 60018</td>
</tr>
<tr>
<td>Telephone Number</td>
<td>947-631-7193</td>
</tr>
<tr>
<td>Fax Number</td>
<td>947-631-0791</td>
</tr>
<tr>
<td>Bid Contact Person</td>
<td>Steve Hyde</td>
</tr>
<tr>
<td>Email Address</td>
<td><a href="mailto:steve_hyde@warehousedirect.com">steve_hyde@warehousedirect.com</a></td>
</tr>
</tbody>
</table>

TO: The DuPage County Procurement Services Division

The undersigned certifies that he is:

☐ the Owner/Sole Proprietor
☐ a Member of the Partnership
☑ an Officer of the Corporation
☐ a Member of the Joint Venture

hereinafter called the Bidder and that the members of the Partnership or Officers of the Corporation, are as follows:

[Signature]

__________________________________________
(President or Partner)

__________________________________________
(Secretary or Partner)

__________________________________________
(Vice-President or Partner)

(Treasurer or Partner)

Further, the undersigned declares that the only person or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any other person, firm or corporation; that he has fully examined the proposed forms of agreement and the contract specifications for the above designated purchase, all of which are on file in the office of the Procurement Manager, DuPage Center, 421 North County Farm Road, Wheaton, Illinois 60187, and all other documents referred to or mentioned in the contract documents, specifications and attached exhibits, including Addenda No. ______, ________ and ________ issued thereto;

Further, the undersigned proposes and agrees, if this bid is accepted, to provide all necessary machinery, tools, apparatus and other means of construction, including transportation services necessary to furnish all the materials and equipment specified or referred to in the contract documents in the manner and time therein prescribed.

Further, the undersigned certifies and warrants that he is duly authorized to execute this certification/affidavit on behalf of the Bidder and in accordance with the Partnership Agreement or by-laws of the Corporation, and the laws of the State of Illinois and that this Certification is binding upon the Bidder and is true and accurate.

Further, the undersigned certifies that the Bidder is not barred from bidding on this contract as a result of a violation of either 720 Illinois Compiled Statutes 5/33E-3 or 5/33E-4, bid rigging or bid-rotating or as a result of a violation of 820 ILCS 130/1 et seq., the Illinois Prevailing Wage Act.
COUNTY OF DU PAGE, ILLINOIS

The undersigned certifies that he has examined and carefully prepared this bid and has checked the same in detail before submitting this bid, and that the statements contained herein are true and correct.

If a Corporation, the undersigned further certifies that the recitals and resolutions attached hereto and made a part hereof were properly adopted by the Board of Directors of the Corporation at a meeting of said Board of Directors duly called and held and have not been repealed, nor modified and that the same remain in full force and effect. (Bidder may be requested to provide a copy of the corporate resolution granting the individual executing the contract documents authority to do so.)

Further, the bidder certifies that he has provided equipment, supplies or services comparable to the items specified in this contract to the parties listed in the reference section below and authorizes the County to verify references of business and credit at its option.

Finally, the Bidder, if awarded the contract, agrees to do all other things required by the contract documents, and that he will take in full payment therefore the sums set forth in the bidding schedule (subject to unit quantity adjustments based upon actual usage).

BID AWARD CRITERIA:
This bid will be awarded to the lowest responsive, responsible bidder meeting specifications based upon the total bid amount. Where unit prices are requested, the quantities stated are approximate only but will be used to determine bid award (see PREPARATION OF BIDS section).

TOTAL BID AMOUNT: $ 62,639.92
Total (In figures)
Sixty Two Thousand Six Hundred Thirty Nine Dollars and Ninety Two Cents.
(Print or Type)

DELIVERY: 5-7 DAYS AFTER RECEIPT OF ORDER

X SIGNATURE ON FILE
(Signature and Title)

CORPORATE SEAL
(If available)

BID MUST BE SIGNED AND NOTARIZED FOR CONSIDERATION

Subscribed and sworn to before me this 16 day of April, 2018

SIGNATURE ON FILE
(Notary Public)

My Commission Expires: 11-28-21

“OFFICIAL SEAL”
DEBRA L. GORMAN
Notary Public, State of Illinois
My Commission Expires 11/28/21
AWARDING RESOLUTION
ISSUED TO PRESCRIPTION SUPPLY, INCORPORATED
FOR SECONDARY PHARMACEUTICALS FOR
IN-HOUSE CLOSE SHOP PHARMACY
FOR THE DUPAGE CARE CENTER
(Contract Total Amount: $170,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase order for secondary pharmaceuticals for in-house close shop pharmacy, for the period May 21, 2018 through May 20, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County requisition covering said, for secondary pharmaceuticals for in-house close shop pharmacy, for the period May 21, 2018 through May 20, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract Purchase Order by the Procurement Division to Prescription Supply, Incorporated, 2233 Tracy Road, Northwood, Ohio 43619, for a total contract amount of $170,000.00, per bid #18-067-DT

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
# PROCUREMENT REVIEW CHECKLIST

## REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 17, 2018</td>
<td>$170,000.00</td>
<td>MAY 21, 2018 - MAY 20, 2019</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

- Karen Graczyk
  - Completed 04/17/2018 3:47 PM
- Janelle Chadwick
  - Completed 04/20/2018 9:51 AM
- Kathy Ostrowski
  - Completed 04/20/2018 5:08 PM
- James McGuire
  - Completed 04/23/2018 10:15 AM
- Paul Rafac
  - Completed 04/25/2018 9:30 AM
- Kathy Ostrowski
  - Completed 04/26/2018 1:04 PM
- Health & Human Services
  - Completed 05/01/2018 10:15 AM
- Finance Committee
  - Pending 05/08/2018 8:00 AM
- County Board
  - Pending 05/08/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

**Vendor:** Prescription Supply, Inc.  
**Vendor #:**

**Dept:** DuPage Care Center  
**Contact:** Dale Wagener  
**Phone:** 630-784-4275  
**Contract:** May 21, 2018 - May 20, 2019  
**Term:** 2019  
**Contract Total:** $170,000.00  
**Assigned Committee:** Health and Human Services

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

Secondary Pharmaceuticals for In-House Close Shop Pharmacy

**Reason for Procurement**

Wholesale pharmaceuticals that have competitive pricing

---

**FUNDING SOURCE**

☑ Procurement budgeted for (FY and budget code(s)): 1200-2085-52300

☐ Budget Transfer (Date) ________________ Add'l Information

---

**DECISION MEMO NOT REQUIRED**

☑ LOWEST RESPONSIBLE QUOTE # or BID # 18-067-DT (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

□ RENEWAL, Enter Bid and/or PO# ____________________________ ☑ Intergovernmental Agreement

□ EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES

□ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

□ PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00

□ PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

---

**BASIS OF DECISION MEMO (attach Decision Memo)**

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
<th>Recommended for Approval</th>
<th>If Approval, if required</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apr 17, 2018</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4-23-18</td>
<td></td>
<td>4-23-18</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>4-25-18</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Date: Apr 17, 2018  
MinuteTraq (IQM2) ID #: 12504  
Department Req #: 7  
RFP, Bid or Quote #: 18-067

### Send Purchase Order To:
<table>
<thead>
<tr>
<th>Vendor: Prescription Supply, Inc.</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Elaine Polizzi Email: <a href="mailto:EPolizzi@prescriptionsupply.com">EPolizzi@prescriptionsupply.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 2233 Tracy Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Northwood State: OH Zip: 43619</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 419-661-6600 Fax: 419-661-6617</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Send Invoices To:
<table>
<thead>
<tr>
<th>Vendor: Prescription Supply, Inc.</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Dale Wagener Email: <a href="mailto:dale.wagener@dupageco.org">dale.wagener@dupageco.org</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 2233 Tracy Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 630-784-4275 Fax:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Send Payments To:
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<tr>
<th>Vendor: Prescription Supply, Inc.</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Pharmacy</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Nicole Sieving Email: <a href="mailto:nsieving@prescriptionsupply.com">nsieving@prescriptionsupply.com</a></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 2233 Tracy Road</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Northwood State: OH Zip: 43619</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone: 419-661-6600 x119 Fax: 419-661-6617</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Payment Terms:
<table>
<thead>
<tr>
<th>Payment Terms</th>
<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>Destination</td>
<td></td>
<td>Christine Kliebhan</td>
</tr>
</tbody>
</table>

### Special Instructions/Comments to Buyer or Approver:
Secondary Pharmaceuticals for In-House Close Shop Pharmacy for the period May 21, 2018 through May 20, 2019, for a total contract amount not to exceed $170,000.00, per bid 18-067-DT, per sole bid #18-067-DT.

### User Department Internal Notes:
May 1, 2018 HHS May 8, 2018 County Board
COUNTY OF DU PAGE, ILLINOIS

Required Vendor Ethics Disclosure Statement
Failure to complete and return this form may result in delay or cancellation of the
County's Contractual Obligation. Date: 4-13-2018

Company Name: Prescription Supply, Inc. Company Contact: Elaine Polizzi
Contact Phone: 800-777-0761 ext 219 Contact Email: EPolizzi@Prescriptionsupply.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or
   more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services
   Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous
   calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be
   awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to
   any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor"
   includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate
   entities under the control of the contracting person, and political action committees to which the contracting person has made contributions

   ✓ NONE (check here) - if no contributions have been made

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

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

   ✓ NONE (check here) - if no contacts have been made

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

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: SIGNATURE ON FILE

Printed Name: Thomas G. Schoen
Title: President
Date: April 13, 2018

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

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

BID #18-087-DT
Page 27 of 94

Packet Pg. 334
COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION

BID #18-067-DT
SECONDARY PHARMACEUTICALS
BID OPENING DATE: APRIL 13, 2018 2:00 P.M.

<table>
<thead>
<tr>
<th>BIDS:</th>
<th>TOTAL BID COST:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prescription Supply, Inc.</td>
<td>$1,929.93</td>
</tr>
</tbody>
</table>

BID OPENING ATTENDED BY:
Debby Thompson, CPPB, DuPage County Buyer
Catlyn Hicks, DuPage County Division I
See Sign In Sheet attached

INVITATIONS SENT: 7
PLAN HOLDERS: 57
AD DATE: 03/30/18
Requisition 25k and over

HHS-P-0149-18

ISSUED TO SYSCO CHICAGO, INCORPORATED
FOR PRIMARY SUPPLIER OF FOOD, SUPPLIES AND CHEMICALS
FOR THE DUPAGE CARE CENTER DINING SERVICES,
JTK ADMINISTRATION AND JUDICIAL OFFICE FACILITY CAFE'S
(TOTAL CONTRACT AMOUNT: $1,111,000.00)

WHEREAS, proposals have been evaluated and processed in accordance with County Board policy; and

WHEREAS, the Health and Human Service Committee recommends County Board approval for the issuance of a contract purchase to Sysco Chicago, Inc., for primary supplier of food, supplies and chemicals for the DuPage Care Center Dining Services, JTK Administration and Judicial Office Facility cafe's, for the period June 1, 2018 through May 31, 2019, for the DuPage Care Center.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for primary supplier of food, supplies and chemicals for the DuPage Care Center Dining Services, JTK Administration and Judicial Office Facility cafe's, for the period June 1, 2018 through May 31, 2019, for the DuPage Care Center, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Sysco Food Service, 250 Wieboldt Drive, Des Plaines, Illinois  60016, for a total contract amount of $1,111,000.00, per sole qualified offeror per proposal #P18-045-GV.

Enacted and approved this 8th day of May, 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.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 4, 2018</td>
<td>JUNE 1, 2018 - MAY 31, 2019</td>
<td>$1,111,000.00</td>
<td>DUPAGE CARE CENTER</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

- Karen Graczyk  Completed  04/04/2018 3:14 PM
- Janelle Chadwick  Completed  04/06/2018 9:52 AM
- Kathy Ostrowski  Completed  04/20/2018 2:33 PM
- James McGuire  Completed  04/23/2018 5:09 PM
- Paul Rafac  Completed  04/25/2018 9:36 AM
- Tom Cuculich  Completed  04/25/2018 9:36 AM
- Kathy Ostrowski  Completed  04/27/2018 1:40 PM
- Health & Human Services  Completed  05/01/2018 10:15 AM
- Finance Committee  Pending  05/08/2018 8:00 AM
- County Board  Pending  05/08/2018 10:00 AM
Packet Pg. 338

Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Sysco Chicago, Inc.
Vendor #: 
Contract: June 1, 2018 - May 31, 2019
Contract Total: $1,111,000.00
Dept: DuPage Care Center
Contact: Mario Plaza
Phone: 630-784-4416
Assigned Committee: Health and Human Services

Description of Procurement/Scope of Work/Background
Primary Food Supplies and Chemicals for the DuPage Care Center Dining Services, 421 and 505 Campus Cafe's for the period June 1, 2018 through May 31, 2019, per Sole Qualified Offeror per proposal #P18-045-GV.

Reason for Procurement
DuPage County is regulated by the IL Department of Public Health which mandates & monitors our ongoing compliance with applicable State & Federal regulations that govern our practices, policies & procedures which in turn drive our care deliver system. Adherence to physician diet orders & clearly defined meal periods is necessary to avoid fines & penalties. To ensure that we are allowed to bill for & be reimbursed for care provided to our residents/patients, food supplies & chemicals for dish washing & general cleaning are operational necessities.

FUNDING SOURCE
☐ Procurement budgeted for (FY and budget code(s)): 1200-2025/2100/52200, 52210 & 52280
☐ Budget Transfer (Date) __________ Add'l Information ________________________________

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

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # P18-045-GV (include Evaluation Summary if applicable)
☐ RENEWAL of RFP # ________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER of COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By: ________________________ Date: 4-3-18
Recommended for Approval: ________________________ Date: IT Approval, if required: ________________________ Date:______________________

REVIEWED BY (Initials Only)

Buyer: ________________________ Date: 4/20/18
Procurement Officer: ________________________ Date: 4-23-18
Chief Financial Officer: ________________________ Date: 4-25-18
Chairman's Office: ________________________ Date: 4-27-18

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Attachment: Sysco Chicago, Inc. Checklist (HHS-P-0149-18 : Sysco Chicago, Inc.)
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: Sysco Chicago, Inc.</th>
<th>Vendor #:</th>
<th>Dept: DuPage Care Center</th>
<th>Division: Dining Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 250 Wieboldt Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Des Plaines</td>
<td>State: IL</td>
<td>Zip: 60016</td>
<td></td>
</tr>
<tr>
<td>Phone: 847-699-5447</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

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<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Address: 250 Wieboldt Drive</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>City: Wheaton</td>
<td>State: IL</td>
<td>Zip: 60187</td>
<td></td>
</tr>
<tr>
<td>Phone: 847-699-5447</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Send Payments To:**

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<td></td>
<td></td>
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<tr>
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<td>State: IL</td>
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<td></td>
</tr>
<tr>
<td>Phone: 847-699-5447</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Ship To:**

<table>
<thead>
<tr>
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<th>Division: Dining Services</th>
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<td></td>
</tr>
<tr>
<td>Phone: 847-699-5447</td>
<td>Fax:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Payment Terms:**

- F.O.B.
- PO 20 Delivery Date: June 1, 2018
- Requisitioner: Christine Kliebhan

**PO25 only**

- Use for Contract Administrator: Christine Kliebhan
- Contract Start Date: June 1, 2018
- Contract End Date: May 31, 2019

---

**Header Comments**

(这些 comments will appear on the PO20 and PO25 Purchase Order):

Primary food supplies and chemicals for the DuPage Care Center Dining Services and 421 and 505 campus cafeterias for the period June 1, 2018 through May 31, 2019, per sole qualified offeror per proposal #P18-045-GV.

**Special Instructions/Comments to Buyer or Approver**

(这些 comments will NOT appear on the Purchase Order):

---

**User Department Internal Notes**

(这些 comments will NOT appear on the Purchase Order):

May 1, 2018 HHS May 8, 2018 County Board

---

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<th>Description</th>
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<th>Acct #</th>
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**Requisition Total**: $1,111,000
**Decision Memo**  
**Procurement Services Division**  
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

**Date:** Apr 2, 2018  
**MinuteTraq (IQM2) ID #:** 12417  
**Department Requisition #:** 7059

---

**Requesting Department:** Convalescent Center  
**Department Contact:** Mark Deiorio  
- **Contact Email:** mark.deiorio@dupageco.org  
- **Contact Phone:** 630-784-4272  
- **Vendor Name:** Sysco Chicago, Inc.

---

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

Approve Sysco Chicago, Inc. for primary food supplies and chemicals for the Convalescent Center Dining Services and 421 and 505 campus cafe’s for the period June 1, 2018 through May 31, 2019, per sole qualified offeror per proposal #P18-045-GV.

---

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

Food, supply and kitchen chemical products have been delivered reliably for multiple years via our incumbent supplier, Sysco Food Services. Thrice weekly product availability from Bensenville, Illinois has helped reduce on site inventory levels in keeping with just in time purchasing practices.

---

**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.

Our primary evaluation criteria gave careful consideration to cost plus mark-up percentages, as well as unit and extended pricing for a market basket of our highest use products. Secondly, evaluation criteria were devoted to the features and benefits of vendor provided computer hardware and menu management software systems. Such systems have afforded us the capability of merging resident modified diet information with a 4-week resident cycle menu that results in the printing of a resident specific tray ticket at each meal. System capabilities typically also include food production records, standardized recipes, as well as ingredients coordinated with each vendor product catalog. Menu management systems also took ease of a transition into consideration. The third evaluation criteria focused on additional charges associated with computer hardware and software implementation. And finally, our evaluation criteria took the availability of a fully equipped beverage shop capability into consideration.

Sysco Chicago, Inc. was the sole Offeror.

---

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

Proposal #P18-045-GV, was sole Offeror.

---

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

1) Approve Sysco Chicago Inc., for primary food supplies and chemicals for the Convalescent Center Dining Services and 421 and 505 campus cafe’s for the period June 1, 2018 through May 31, 2019, per sole qualified offeror per proposal #P18-045-GV.
2) Do not approve Sysco Chicago Inc., and risk disruption of the DuPage Care Center Resident Dining Services, as well as campus cafeteria and catering operations.

---

**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.

Required Vendor Ethics Disclosure Statement

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

Date: 3/16/18

Company Name: Sysco Chicago, Inc.  
Contact Phone: 847-699-5438  
Company Contact: MARK LEE, CFO  
Contact Email: Lee.Mark@chi.sysco.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.


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.


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.dupageso.org/CountyBoard/Policies/

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

Authorized Signature: [Redacted]

Printed Name: MARK LEE
Title: VP Finance/CFO
Date: MARCH 16, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 342 of (total number of pages)
WHEREAS, Resolution HHS-P-0385-17 was approved and adopted by the County Board on September 26, 2017; and

WHEREAS, Resolution HHS-P-0385A-17 was approved and adopted by County Board on January 23, 2018 increasing the encumbrance $50,371; and

WHEREAS, the Health and Human Services Committee recommends changes as stated in the Change Order Notice to increase contract 2770-0001 in the amount of $190,154 for Community Services, under the FY18 Weatherization Program Grants.

NOW, THEREFORE, BE IT RESOLVED that DuPage County Board adopts Change Order Notice to Contract 2770-0001 SERV, issued to Healthy Air Heating & Air, Inc., for Community Services, under the FY18 Weatherization Program Grants, for a change order to increase contract in the amount of $190,154, for a new contract total amount of $313,025, for Community Services, under the FY18 Weatherization Program Grants.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### Request for Change Order

**Procurement Services Division**

Attach copies of all prior Change Orders

**Purchase Order #:** 2770-0001  
**Original Purchase Order Date:** Jul 1, 2017  
**Change Order #:** 2  
**Department:** Community Services  
**Vendor Name:** Healthy Air Heating and Air, Inc.  
**Vendor #:** 14166  
**Dept Contact:** Jennifer Chan

**Background and/or Reason for Change Order Request:**

- Increase contract by $190,154 by increasing Line 1 5000-1430-53090 17-221028 53090 by $112,194; increasing Line 2 5000-1430-53090 17-401028 53090 by $29,032; and increasing Line 3 5000-1490-53090 18-251028 53090 by $48,928. The value of the contract must be increased due to greater than expected need for architectural services for the PY18 Weatherization Program.

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

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

#### INCREASE/DECREASE

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<tr>
<td>B Net change for previous Change Orders</td>
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<tr>
<td>C Current contract amount (A + B)</td>
<td>$122,871.00</td>
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<tr>
<td>D Amount of this Change Order</td>
<td>$190,154.00</td>
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<tr>
<td>E New contract amount (C + D)</td>
<td>$313,025.00</td>
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<tr>
<td>F Percent of current contract value this Change Order represents (D / C)</td>
<td>154.76%</td>
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<tr>
<td>G Cumulative percent of all Change Orders (B+D)/A; (60% maximum on construction contracts)</td>
<td>331.76%</td>
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**DECISION MEMO NOT REQUIRED**

- [ ] Cancel entire order
- [ ] Close Contract
- [ ] Contract Extension (29 days)
- [ ] Consent Only
- [ ] Change budget code from:  
- [ ] Increase/Decrease quantity from:  
- [ ] Price shows:  
- [ ] Decrease remaining encumbrance and close contract
- [ ] Increase encumbrance and close contract
- [ ] Decrease encumbrance
- [ ] Increase encumbrance

**DECISION MEMO REQUIRED**

- [ ] Increase (greater than 29 days) contract expiration from:  
- [ ] Increase $2,500,000, or ≥ 10%, of current contract amount
- [ ] Other - explain below:

---

**JNC**  

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**REVIEWED BY (Initials Only)**

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<th>Chairman's Office (Decision Memos Over $25,000)</th>
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Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Requesting Department: Community Services - Weatherization
Contact Email: Jennifer.Chan@dupageco.org
Vendor Name: Healthy Air Heating and Air, Inc.

Department Contact: Jennifer Chan
Contact Phone: 630-407-6459
Vendor #: 14166

Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.
Approval of increase in contract due to greater than anticipated need for architectural services for the 2018 Weatherization Program. Contracts for mechanical services and appliances will be decreased to cover the offset.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
Original contract to furnish and install architectural labor and materials for the Weatherization Program. Increase in contract value required in order to meet projected production demand through the end of the Weatherization HHS, State & DOE grant term.

Strategic Impact
Customer Service - Select one of the five strategic imperatives in the County’s Strategic Plan this action will most impact and provide a brief explanation.
Acceptance of the increase in contract will enable us to assist additional low-income households in lowering their utility bills with architectural energy improvements.

Source Selection/Vetting Information - Describe method used to select source.
Healthy Air Heating and Air, Inc. is a properly procured vendor for this program.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Accept the increase in contract and assist additional low-income households in DuPage County that need architectural measures to lower their utility bills. There is no reason not to allow eligible households to receive energy improvement assistance when we are offsetting the costs from the mechanical and appliance contracts to solve this issue.

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.
No impact to County General Fund. These are Weatherization grant funds that are being moved among architectural services, mechanical services, and appliances.
Required Vendor Ethics Disclosure Statement

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

Date: 7/24/2017

Bid/Contract #: 17-130-GV

Company Name: HEALTHY AIR HEATING AND AIR INC
Contact Person: PIOTR BLASZCZYK
Contact Phone: 630-927-2211
Contact Email: HEALTHYAIRING@SBCGLOBAL.NET

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 of $25,000 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 officer from the contact to be awarded. 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 contract entities under the control of the contracting person or, in the case of an individual, an individual who has made contributions.

2. All contractors and vendors who have obtained or are seeking contracts with the county shall disclose the names and contact information of their lobbyists, agents and representatives and any individual 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.

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.

Contracting 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 expiration of any contract
- Annual disclosure for multi-year contracts on the anniversary of said contract
- With any request for change order except those issued by the county for administrative adjustments

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupagecounty.org/County/Departments/Pages/ProcurementPolicy.aspx

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

Authorized Signature

Printed Name: PIOTR BLASZCZYK
Title: PRESIDENT
Date: 7/24/2017

Attach additional sheets if necessary. Sign each sheet and number each page. Page N/A of N/A (total number of pages)
Purpose of Trip: (explain fully the necessity of making the trip)
To attend the annual IHWAP Policy & Procedure Workshop, which covers annual updates to the program. Weatherization grant fund 5000-1400

Destination: Springfield, IL

Date of Departure: 5/15/2018 Date of Return Arrival: 5/16/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item
17-18-526

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**Purpose of Trip:** (explain fully the necessity of making the trip)
To attend the annual IHWAP Policy & Procedure Workshop, which covers annual updates to the program. Weatherization grant fund 5000-1400

**Destination:** Springfield, IL

**Date of Departure:** 5/15/2018  
**Date of Return Arrival:** 5/16/2018  
(Please include a detailed explanation if different from official business dates)


---

**Please indicate the estimated amount for each applicable expense.**

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Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
### Purpose of Trip: (explain fully the necessity of making the trip)
To attend the annual National Conference on Ending Homelessness to examine and explore effective solutions to ensuring DuPage County homelessness is rare, brief, and non-recurring, and to identify best practices for housing interventions for youth, families, Veterans, and those at risk of homelessness. Continuum of Care Planning Grant funded.

### Destination: Washington, DC

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(Please include a detailed explanation if different from official business dates)

### Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

_______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Other Action Item

17-18-528

Request Date: 4/25/2018  
Account Code: 5000-1650

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the DCEO CSBG mandatory grant training

Destination: Springfield, IL

Date of Departure: 6/5/2018  
Date of Return Arrival: 6/7/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

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Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
### Purpose of Trip: (explain fully the necessity of making the trip)
To attend the DCEO CSBG mandatory grant training

### Destination:
Springfield, IL

### Date of Departure:
6/5/2018

### Date of Return Arrival:
6/7/2018

(Please include a detailed explanation if different from official business dates)

---

**Please indicate the estimated amount for each applicable expense.**

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Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

_____________________________  
DANIEL J. CRONIN, CHAIRMAN  
DU PAGE COUNTY BOARD

Attest:  
_____________________________  
PAUL HINDS, COUNTY CLERK
### Request Details

**Other Action Item**

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**Purpose of Trip:** (explain fully the necessity of making the trip)

To take the Certified Community Action Professional (CCAP) certification exam.

**Destination:** Springfield, IL

**Date of Departure:** 6/19/2018  
**Date of Return Arrival:** 6/20/2018

(Please include a detailed explanation if different from official business dates)

---

### Estimated Expenses

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration</td>
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<tr>
<td>Transportation</td>
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<tr>
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<tr>
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<tr>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$375.00</strong></td>
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</tbody>
</table>

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

---

**Daniel J. Cronin, Chairman**  
**Du Page County Board**

Attest:  
**Paul Hinds, County Clerk**
Other Action Item

Request Date: 4/25/2018  Account Code:  5000-1650

Purpose of Trip: (explain fully the necessity of making the trip)
To attend the DCEO CSBG mandatory grant training

Destination: Springfield, IL

Date of Departure: 6/5/2018  Date of Return Arrival: 6/7/2018
(Please include a detailed explanation if different from official business dates)

Please indicate the estimated amount for each applicable expense.

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration:</td>
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<tr>
<td>Transportation:</td>
<td>0</td>
</tr>
<tr>
<td>Lodging:</td>
<td>$200.00</td>
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<td>Rental Car:</td>
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<tr>
<td>Miscellaneous Expenses (parking, mileage, etc.)</td>
<td>0</td>
</tr>
<tr>
<td>Reference Materials:</td>
<td>0</td>
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<td>Total:</td>
<td>$ 300.00</td>
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Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
AWARDING RESOLUTION TO
LOGICALIS, INC.
TO PROVIDE HARDWARE AND SOFTWARE
ALONG WITH PROFESSIONAL AND TECHNICAL ASSISTANCE
FOR THE COMPUTER SYSTEM
(CONTRACT TOTAL AMOUNT: $191,057.90

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

WHEREAS, the Judicial/Public Safety recommends County Board approval for the issuance of a contract purchase order to Logicalis Inc., to provide hardware and software along with professional and technical assistance for the computer system of the Circuit Court Clerk.

NOW, THEREFORE BE IT RESOLVED, that covering said contract to provide hardware and software along with professional and technical assistance for the computer system of the Circuit Court Clerk be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Logicalis Inc., 3500 Lacey Rd, Suite 200, Downers Grove, Il 60515, for a contract total amount of $191,057.90.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

______________________________
PAUL HINDS, COUNTY CLERK

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD
### PROCUREMENT REVIEW CHECKLIST

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 16, 2018</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
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</thead>
<tbody>
<tr>
<td>$191,057.90</td>
<td>CIRCUIT COURT CLERK</td>
</tr>
</tbody>
</table>

#### SOLICITATION METHOD FOR SOURCE SELECTION

- **Bernadette Mason** Completed 04/16/2018 3:00 PM
- **Mary Heaton** Completed 04/18/2018 7:29 AM
- **Kathy Ostrowski** Completed 04/18/2018 8:20 AM
- **Wendi Wagner** Completed 04/18/2018 8:37 AM
- **Donald Carlsen** Completed 04/18/2018 10:30 AM
- **James McGuire** Completed 04/19/2018 9:04 AM
- **Paul Rafac** Completed 04/25/2018 9:08 AM
- **Tom Cuculich** Completed 04/25/2018 9:20 AM
- **Kathy Ostrowski** Completed 04/25/2018 3:16 PM
- **Judicial/Public Safety Committee** Completed 05/01/2018 8:15 AM
- **Finance Committee** Pending 05/08/2018 8:00 AM
- **Technology Committee** Pending 05/08/2018 9:00 AM
- **County Board** Pending 05/08/2018 10:00 AM
<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct # Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Hardware &amp; Services</td>
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<td>18</td>
<td>1400</td>
<td>6720</td>
<td>54100</td>
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<td>152,276.90</td>
<td>152,276.90</td>
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<tr>
<td>2</td>
<td>1</td>
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<td>Support</td>
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<td>18</td>
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<td>53807</td>
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<td>13,509.00</td>
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<td>Software</td>
<td></td>
<td>18</td>
<td>1400</td>
<td>6720</td>
<td>53806</td>
<td></td>
<td>25,272.00</td>
<td>25,272.00</td>
</tr>
</tbody>
</table>

**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):
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Julie Ellefsen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:julie.ellefsen@18thjudicial.org">julie.ellefsen@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8590</td>
</tr>
<tr>
<td>Vendor Name: Logicalis</td>
<td>Vendor #: 12232</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.

Purchasing of hardware and software to upgrade the Virtual Desktop (VDI) environment, remove the current AIX environment, add memory to migrate Content Manager (CM) to run under a Windows environment and implement a Veeam solution for backups and DR support.

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

Our current Virtual Machine (VM) environment is not large enough and the current software is at end of life, due to a company takeover of that software. We need to replace that software and expand the VM environment so we can continue to replace Windows XP clients, correct an image DR issue and be able to expand e-order in the court rooms.

**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.

Continuing use of Virtual Machines minimizes end-user PC hardware and support costs. VM expansion will assist in replacement of all outdated and unsupported Windows XP clients. CM8 implementation on Windows, along with Veeam will allow for full image system DR.

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

The vendor is our IBM partner that has access and knowledge of our environment, ensuring proper hardware and software integration.

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

The software is at end of life since the software company was taken over and new company is not supporting software. Current Unidesk software will no longer be supported and needs replacement. This will also resolve a DR issue with our image system.

**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.

No impact to the County General Funds. Supported by the special funds of the Clerk and the Court - Court Automation.
On-Site Phase 1 HW/SW

Prepared By Logicalis for:
Dupage Cty Clerk of the Cir Court

To the attention of:
Kevin Vaske
Dupage Cty Clerk of the Cir Court
505 N County Farm Rd
Wheaton, IL 60187-3907
Tel: (630) 407-8647
Email: kevin.vaske@18thjudicial.org

April 09, 2018
Pricing Summary
The following is a price summary of Logicalis' proposed solution.

<table>
<thead>
<tr>
<th>Price Summary</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Hardware</td>
<td>$69,196.13</td>
</tr>
<tr>
<td>Software</td>
<td>$25,272.00</td>
</tr>
<tr>
<td>Hardware Maintenance</td>
<td>$2,128.77</td>
</tr>
<tr>
<td>Software Maintenance</td>
<td>$13,509.00</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$110,105.90</td>
</tr>
</tbody>
</table>

If you're interested in leasing the equipment contained in this Quotation, Logicalis estimates the monthly lease payment to be $3,415.

This is a budgetary number only based on a 36 month term and subject to credit approval, so please contact your Logicalis Account Executive for full details and a complete leasing quote.

- Payments do not include any applicable sales, rental or use taxes.
- Payments do not include any Logicalis professional services.
- Payments are valid for monthly payment structures only with deferrals 30 days or less.
- Please call for non-monthly payment structures and payment deferrals greater than 30 days.
- All transactions are subject to credit and documentation requirements, review and approval.
- Additional terms may apply.

Logicalis offers a range of services, from helping you define and design a cloud strategy to assisting with server and storage selection for your current environment. We provide a variety of assessments and health checks, perfect for those who need help determining what the next steps are. Find out more at www.us.logicalis.com.

Ask us about Logicalis Leasing Solutions—a value-added service tailored to our customers. Leasing offers strategic, operational and financial benefits that can help meet your company's goals and get your project funded. Logicalis financing experts work with more than a dozen trusted leasing partners to assist you as our valued customer. We can deliver competitive rates and flexible terms and make the leasing process easy. Learn more today at www.us.logicalis.com/solutions-and-services/logicalis-financial-services/
## Quotation

**Customer Name & Address**  
Kevin Vaske  
Dupage Cty Clerk of the Cir Court  
505 N County Farm Rd  
Wheaton, IL 60187-3907  
(630) 407-8647  
kevin.vaske@18thjudicial.org

**Logicalis Account Executive**  
Al Robles  
3500 Lacey Road Suite 200  
Downers Grove, IL 60515  
+1 (312) 498-2308  
al.robles@us.logicalis.com

**Bill To Address**  
Dupage County Judicial Center  
505 N County Farm Rd  
Wheaton, IL 60187-3907

**Ship To Address**  
Dupage County Judicial Center  
505 N County Farm Rd  
Wheaton, IL 60187-3907

Quotation expiration date: February 22, 2018

<table>
<thead>
<tr>
<th>Item</th>
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<th>Description</th>
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<th>Extended Price</th>
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Dupage Cty Clerk of the Cir Court  
April 09, 2018

Logicalis, Inc.  
Quotation # 2018-27661v2
<table>
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<tr>
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<td>VMware App Volumes Advanced 100 Pack CCU</td>
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<tr>
<td>17</td>
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<td>IBM 3500 Storage Upgrade</td>
<td>IBM 3500 Refurb Storage Upgrade</td>
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<tr>
<td>25</td>
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<td>P-VASSTD-VS-P0000-00</td>
<td>VEEAM AVAILABILITY SUITE STANDARD FOR VMWARE - PUBLIC SECTOR</td>
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<td>26</td>
<td>6</td>
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<td>24/7 MAINTENANCE UPLIFT; VEEAM AVAILABILITY SUITE STANDARD FOR VMWARE-ONE YEAR</td>
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<td>1</td>
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<td>VEEAM AGENT BY SERVER 1 YEAR SUBSCRIPTION UPFRONT BILLING LICENSE &amp; PRODUCTION (24/7) SUPPORT</td>
<td>$135.00</td>
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<td>Item</td>
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<tr>
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<td></td>
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<td></td>
<td>Products Subtotal: $110,105.90</td>
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</table>

**Grand Total**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Extended Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Products Subtotal:</td>
<td>$110,105.90</td>
<td></td>
</tr>
<tr>
<td>Grand Total:</td>
<td>$110,105.90</td>
<td></td>
</tr>
</tbody>
</table>
Terms and Conditions

Terms Applicable to All Sales

1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.

2. All items not specifically included in this document are out of scope.

3. Prices are valid for 30 days from date of the document unless otherwise stated.

4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Product Sales

1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.

2. Any variation in quantity or requested delivery may result in price changes.

3. Prices are subject to change without notice in the event the Product's manufacturer/distributor changes the price to Logicalis.

4. Shipping and taxes are added at time of invoice. Shipping charges are subject to handling fees for specifying carriers and same day shipments.

5. Logicalis collaborates with the OEM/distributor to schedule delivery to Customer's loading dock; inside delivery is available upon request and may increase the cost of delivery.
Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgment of acceptance, including, without limitation, by signing this document. Any reference to a Customer’s Purchase Order or P.O. number does not indicate Logicalis’ acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By: 
Dupage Cty Clerk of the Cir Court

Accepted By: 
Logicalis, Inc.

Signature on File

Signature

Chris Kachiremba

Printed Name

Printed Name

Clerk of the Court

Title

4-13-18

Date

© 2018 Logicalis, Inc. All trademarks are acknowledged. All rights reserved.
On-Site "Phase 1" Services

Prepared By Logicalis for:
Dupage Cty Clerk of the Cir Court

To the attention of:
Kevin Vaske
Dupage Cty Clerk of the Cir Court
505 N County Farm Rd
Wheaton, IL 60187-3907
Tel: (630) 407-8647
Email: kevin.vaske@18thjudicial.org

April 05, 2018
Pricing Summary
The following is a price summary of Logicalis' proposed solution.

<table>
<thead>
<tr>
<th>Price Summary</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Professional Services</td>
<td>$67,460.00</td>
</tr>
<tr>
<td>Additional Charges</td>
<td>$13,492.00</td>
</tr>
</tbody>
</table>

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# Quotation

**Customer Name & Address**

<table>
<thead>
<tr>
<th>Customer Name &amp; Address</th>
<th>Logicalis Account Executive</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kevin Vaske</td>
<td>Al Robles</td>
</tr>
<tr>
<td>Dupage Cty Clerk of the Cir Court</td>
<td>3500 Lacey Road Suite 200</td>
</tr>
<tr>
<td>505 N County Farm Rd</td>
<td>Downers Grove, IL 60515</td>
</tr>
<tr>
<td>Wheaton, IL 60187-3907</td>
<td>+1 (312) 498-2308</td>
</tr>
<tr>
<td>(630) 407-8647</td>
<td><a href="mailto:al.robles@us.logicalis.com">al.robles@us.logicalis.com</a></td>
</tr>
<tr>
<td><a href="mailto:kevin.vaske@18thjudicial.org">kevin.vaske@18thjudicial.org</a></td>
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**Ship to Address**

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Dupage Cty Clerk of the Cir Court  
April 05, 2018  

Logicalis, Inc.  
Quotation # 2018-27562v4

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Services Statement of Work

Section 1. Implementation Services
The following is the tasks associated with the on-boarding and implementation of the selected services.

Task 1: Reconfigure the AIX Power System running SSAM and the v5000 to release some storage on the v5000 to be reused
Task 2: Reconfigure Fiber Channel Switching and Ethernet Switching
Task 3 Add RAM and new Storage and Upgrade vSphere
Task 4: Implement new Flex Nodes for VDI Environment and connect to v5000 storage
Task 5: Build out and implement new Horizon 7 vSphere, Storage, and VDI Environment
Task 6: Update Firmware and Upgrade the storage in the DS3500 to be a VEEAM backup repository
Task 7: Build out Physical Windows 2016 VEEAM Server, add HBA, connect to v5000 storage and configure VEEAM
Task 8: Build new Windows VM for CM8 and configure storage
Task 9: Build Windows 2016 on x3650M3 (Old VDI Host) and add HBAs, and connect to v5000 storage and tape drives through FC
Task 10: Implement SSAM on new Windows Host
Task 11: Reconfigure TS3200 Tape Library
Task 12: Turn over to Genus for CM8 installation and conversion
Task 13: Decommission Power System and release storage back to v5000

Task 1: IBM AIX and v5000 Storage reconfiguration
1. Assess/Plan
1.1. Conduct a planning session to determine timelines, milestones and success criteria.
1.2. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
1.3. Ensure all needed hardware and software components are ready for the implementation
2. Review current Spectrum Protect volume allocations and AIX filesystem/logical volume layout.
3. Identify volumes and filesystems that can be deleted and/or shrunk.
4. Release files from SSAM Storage Pool
5. Reduce filesystem size.
6. Update SSAM Storage Pool size
7. Identify drives or luns that will need to be emptied. Migrate any partitions from these drives to available drives in the volume group.
8. Remove drives from the volume group.
9. Delete drive definition from AIX.
10. In V5000, remap luns to the Windows host. Resize if needed.
11. Verify new host can access the remapped luns.

Task 2: Lenovo Flex Chassis and FC Switch Configuration Services
12. Configuration of Flex Chassis
12.1. Configure 8Gb FC Pass Thru Switch in Flex Chassis to pass new blade WWNs through to external FC Switch
12.2. Configure External FC Switch to pass new WWNs to IBM Storwize v5000
12.3. Configure S14093 Ethernet Switches in the Flex Chassis to connect the new blades to the correct ethernet segments
12.4. Configure IBM Storwize v5000 Storage for new LUNs to land VDI workloads on
13. Knowledge Transfer and Documentation
13.1. Provide Knowledge transfer throughout the entire implementation
13.2. Provide “as-built” documentation

**Task 3: Upgrade Existing vSphere Server Cluster and Add Memory**
14. Assess/Plan
14.1. Conduct a planning session to determine timelines, milestones and success criteria.
14.2. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
14.3. Ensure all needed hardware and software components are ready for the implementation

15. Architecture/Design
15.1. Based on the assessment and planning phase above, a design document will be created, outlining the details of the implementation.
15.2. Once the design document is complete, along with customer approval, Logicalis will move to the implementation phase described below.

16. Pre-installation
16.1. Establish installation, testing, and cut-over schedule
16.2. Identify key customer personnel, resource availability, and their intended participation level
16.3. Verification of Lenovo hardware
16.4. Verification of VMware and VEEAM software requirements
16.5. Review project plan with customer

17. vCenter Upgrade
17.1. Download latest code for vCenter
17.2. Prepare vCenter for upgrade or Install new vSphere vCenter Virtual Appliance for vCenter (VCMS)
17.3. Install and Configure vCenter Single Sign-On.
17.4. Install vCenter Inventory Service
17.5. Configure virtual networking and virtual storage

18. Add memory and upgrade to vSphere 6.5 for 3 Lenovo Flex Node Servers in an existing Flex Chassis
18.1. Inventory equipment against order
18.2. Unpack and assemble components
18.3. Perform maintenance mode operations to Move workloads between nodes
18.4. Ensure all system firmware is at the latest level or update to the latest level
18.5. Add memory DIMMS
18.6. Install VMware 6.5 on server (Virtual Center and Backup servers as addressed below)
18.7. Perform basic hardware utility diagnostics and testing
18.8. Remove from maintenance mode
18.9. Repeat process on all 3 nodes

**Task 4: Lenovo Flex Nodes Implementation Services for new VDI Hosts**
19. Assess/Plan
19.1. Conduct a planning session to determine timelines, milestones and success criteria.
19.2. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
19.3. Ensure all needed hardware and software components are ready for the implementation
20. Architecture/Design
20.1. Based on the assessment and planning phase above, a design document will be created, outlining the details of the implementation.
20.2. Once the design document is complete, along with customer approval, Logicalis will move to the implementation phase described below.

21. Pre-installation
21.1. Establish installation, testing, and cut-over schedule
21.2. Identify key customer personnel, resource availability, and their intended participation level
21.3. Verification of Lenovo hardware
21.4. Verification of VMware and VEEAM software requirements
21.5. Review project plan with customer
21.6. Obtain agreement with the project plan

22. Installation and configuration of 3 Lenovo Flex Node Servers in an existing Flex Chassis for a Horizon 7 implementation
22.1. Inventory equipment against order
22.2. Unpack and assemble components
22.3. Mount servers as required
22.4. Ensure all system firmware is at the latest levels or update to the latest level
22.5. Perform internal disk drive RAID/mirroring configuration and disk partitioning for VMware Install
22.6. Install VMware 6.5 on server (Virtual Center and Backup servers as addressed below)
22.7. Perform basic hardware utility diagnostics and testing

Task 5: VMware Horizon View 7.4 Upgrade/Implementation
vSphere for Desktop Installation
23. Project Planning Meetings
23.1. Conduct vSphere 6.5 Overview meeting with Logicalis Solution Architects covering vSphere 6.5 installation architecture, components, and concepts
23.2. Review Implementation Tasks and Timelines
23.2.1. vCenter Appliance for vSphere for desktops
23.2.1.1. Transfer Licenses from existing VDI deployment
23.2.2. Single Sign-On options
23.2.3. vCenter services
24. vSphere for desktops 6.5 Installation
24.1. Install ESXi 6.5 U1 on 3 Lenovo Flex Nodes using internal SSD partitions
24.2. Install vSphere vCenter Virtual Appliance for vCenter (VCMS)
24.3. Install and Configure vCenter Single Sign-On.
24.4. Install vCenter Inventory Service
24.5. Configure virtual networking and virtual storage

Horizon View Implementation
25. Assess/Plan
25.1. Conduct a planning session to review the existing implementation, Architecture, and Design of Horizon 7 Infrastructure
25.1.1. Review existing environment for the proper implementation and best practices (Remediation may require more hours to be executed in a PCR)
25.1.2. Review Naming Standards for all areas (desktops, RDSH Hosts, AD groups for entitlements)
25.1.3. Review Industry Standards for VMware Horizon View implementations (comparison with other client implementations)
25.2. Ensure all needed hardware and software components are ready for the implementation
25.2.1. Client will be responsible for all changes to the existing infrastructure to support the installation of these new services
25.3. Conduct high-level training session to provide background knowledge for Horizon View 7 components and operations
25.4. Review and design 3 use cases for Non-Persistent desktops to be implemented and how the technology will be used to implement it.
26. Upgrade and re-configure View Composer and/or Instant Clone technology (if needed)
27. Review the configuration of the existing User Access Gateway and View Connection Managers to accommodate the implementation of User Environment Manager and App Layer technologies (Implement New as needed)
27.1. Update or Upgrade these components as needed to work in conjunction with the new environment features
28. Deploy vRealize Operations Manager for Horizon Virtual Appliance
28.1. Configure vROPs for Horizon to monitor the existing Horizon Deployment
29. Deploy and configure User Environment Manager to accommodate the implementation of up to 3 Use Cases
30. Work with the client to implement new GPO Policies to be used for the new user environments
31. Implement App Layers Servers
31.1. Work with client to build 3-5 Application Layers
31.2. Review the implementation of these application layers
31.3. Work with client to explain different application and limitations based on the application installations.
32. Create up to two Windows 10 based VM templates for use as View desktops from existing golden image (if possible)
32.1. Review current Windows 10 Golden Image for the feasibility of reuse
32.2. Build new Windows 10 Golden Image if needed
32.3. Implement View Agents and vROPs agents and configure
33. Entitle desktops to Users and/or Groups in AD and correct GPO
34. Build Desktop Pools combining Images and Application Stacks
34.1. Train client on implementation of pools and application stacks
34.2. Verify View client can establish connectivity to View VM
35. Half day training session on the use of VMware Horizon View 7
36. Work with Client to deploy new desktop VMs to test up to 3 existing user types
36.1. Test VM Builds and Applications
36.2. Work with client to cut users over from old Horizon System to new
37. Support cut-over of Horizon for 1 Day
38. Long-Term Planning Session for Scaling of environment
38.1. System limitations and plan for expanding the environment (Connection servers, UAG’s, etc)
38.2. Review support structure – roles and permissions, based on best practices.

Deliverables

- Horizon View 7 Design Document. Included will be:
  - Horizon 7 Configuration Workbook
  - Logical diagrams of View infrastructure with TCP/IP Port diagrams

Task 6: DS3500 Update and Reconfiguration as a VEEAM Backup Repository
39. Pre-installation
39.1. Review Current DS3500 Code Levels
39.2. Review and identify new hardware to be installed and removed
43. Update DS3500 Code Levels
43.1. Download and Install latest Code levels
43.2. Update Administration Console
41. Install new Hard Drives
42. Configure new Storage Pools

**Task 7: VEEAM Installation Services: Physical Windows Server, Storage Connectivity, and VEEAM Configuration**

43. Pre-installation
43.1. Establish installation, testing, and cut-over schedule
43.2. Identify key customer personnel, resource availability, and their intended participation level
43.3. Verification of Lenovo hardware
43.4. Verification of VEEAM software requirements
43.5. Review project plan with customer
43.6. Obtain agreement with the project plan

44. Installation and configuration of 1 Lenovo x3650M3 Server for a VEEAM 9.5 implementation
44.1. Ensure all system firmware is at the latest levels or update to the latest level
44.2. Install new FC HBA Adapter
44.3. Perform internal disk drive RAID/mirroring configuration and disk partitioning for Windows 2016 Install
44.4. Install Windows 2016
44.5. Apply latest service packs/fixes to operating system
44.6. Update all drivers to the latest level
44.7. Configure Windows 2016 for VEEAM Installation
44.8. Perform basic hardware utility diagnostics and testing
44.9. Configure connectivity to DS3500 through SAS Adapter
44.10. Format new Storage Partition on DS3500 as ReFS
44.11. Connect FC Adapters to FC Switch for access to v5000
44.12. Configure FC Switch Zoning for access of VEEAM Server to VMware VM LUNs for backups

45. VEEAM Implementation
45.1. Review VEEAM infrastructure design
45.2. Install the latest edition of VEEAM
45.3. Configure Internal Storage for disk repository
45.4. Configure VEEAM software and disk repository on new server
45.5. Connect VEEAM to vCenter
45.6. Configure VEEAM Backups of 20 VMs
45.7. Configure Disk Options

46. Knowledge Transfer and Documentation
46.1. Provide Knowledge transfer throughout the entire implementation
46.2. Provide "as-built" documentation

**Deliverables**
- vSphere Design Document. Included will be:

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Dupage Cnty Clerk of the Cir Court
April 05, 2018

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Quotation # 2018-27652v4

Logicalis, Inc.
Task 8: Build Windows VM for CM8 Install
47. Assess/Plan
47.1. Conduct a planning session with Genus to understand the needs of the CM8 Software
47.2. Gather software needed to deploy new Windows 2016 Server Template
48. Build new Windows 2016 Server Template
49. Deploy new Windows 2016 Server Template for CM8
50. Configure VM to meet needs of CM8 Application
51. Join to domain and configure

Task 9: Build Physical Windows Server for SSAM
52. Assess/Plan
52.1. Conduct a planning session to determine optimal Windows Server configuration for SSAM with Bill Mansfield
52.2. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
52.3. Ensure all needed hardware and software components are ready for the implementation
53. Rebuild x3650M3 Server from Old VDI environment for Windows 2016
53.1. Install FC HBAs
53.2. Cable and zone to FC Switches for connectivity to v5000 and TS3200 Tape Library
53.3. Install Windows 2016 Server OS
53.4. Update and Configure
53.5. Join Domain and configure security
53.6. Implement Connection to v5000 and configure Storage
53.7. Install IBM Tape Library driver
53.8. Connect to TS3200 and configure tape connection
54. Re-configure External FC Switch Zones (as needed)

Task 10: Build SSAM Application
55. Assess/Plan
55.1. Conduct a planning session to determine optimal Windows Server configuration for SSAM with Bill Mansfield
55.2. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
55.3. Ensure all needed hardware and software components are ready for the implementation
56. Configure SSAM disk:
56.1. SSAM Code: 40GB
56.2. SP DB: 200GB (high perf) on 4 volumes
56.3. SP Active Log: 100GB (high perf) on one volume
56.4. SP Archive Log: 300GB (average perf) on one volume
56.5. SP DB Backup: 400GB (average perf) on one volume
57. Install SSAM code at version 8.1.1
58. Configure SSAM parameters similar to current SSAM on AIX
59. Initiate Data Retention
60. Configure SSAM disk storage pools
61. Configure SSAM policies and schedules
62. Configure and demonstrate Operations Center
63. After Genus migration completes, Upgrade SSAM/Windows to version 8.1.4

**Task 11: Reconfigure TS3200 Tape Library**
64. Assess/Plan
64.1. Conduct a planning session to reconfigure TS3200 for new environment.
65. Configure TS3200 tape library to SSAM/Windows
66. Transfer Library Manager function from SSAM/AIX to SSAM/Windows
67. Configure SSAM/Windows tape storage pools
68. Configure SSAM/Windows DR configuration and schedules

**Task 12: Build CM8 Application**
69. Assess/Plan
69.1. Conduct a planning session with Genus and Bill Mansfield for application build and migration of data into new Windows-based CM8
69.2. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
69.3. Ensure all needed hardware and software components are ready for the implementation
69.4. Assist Genus as needed for implementation of CM8

**Task 13: Decommission Power 7 Systems**
70. Assess/Plan
70.1. Conduct a planning session with Logicalis Solution Architects, Client IT Workers, and Logicalis Delivery Personnel
70.2. Release SSAM/AIX storage
70.3. Perform Data Destruction Process
70.4. Shut Down and Disconnect System
70.5. Remove configuration items in Ethernet switches
70.6. Reconfigure Zones to remove Power Systems
70.7. Reconfigure DNS

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**Project Management**
The assigned Logicalis Project Manager will be responsible for providing the following services:

**Project Management (High Rigor)**

**Planning**
- Project kick-off call agenda & notes
- Project kick-off call facilitation
- Identify project team and define roles & responsibilities
- Resource Scheduling
- Project Work Breakdown Structure (WBS) & Gantt creation
• Project Workbook, consisting of:
  1. Delivery Team Contact Information
  2. Project RASIC Chart
  3. Project Communication Plan
  4. Project Schedule
  5. Project Issues & Actions Log
  6. Project Change Request Log
  7. Project Risk Register Log
  8. Project Product Tracking Log

Execution
• Product tracking, if applicable
• Project status call agenda & notes
• Weekly project status call facilitation
• Weekly project status report, consisting of:
  1. Overall Health Status
  2. Schedule, Risk & Budget Key Performance Indicator (KPI) Reporting
  3. Percentage Complete
  4. Project Phase
  5. High Level Accomplishments
  6. Current Activities / Upcoming Activities
  7. Past Due Activities
  8. Project Issues
  9. Financial & Hours Summary, applicable to T&M projects
• Resource management & allocation
• Project WBS & milestone management
• Project escalations

Monitoring & Controlling
• Project Deliverable review and delivery, as applicable
• Scope management
• Document Project Change Requests (PCR), if applicable
• Timeline & budget monitoring
• Project performance measurement
• Risk monitoring & management
• Quality management

Closing
• Project closure call
• Project Closure and Acceptance processing
• Document lessons learned, as applicable
Terms and Conditions
Terms Applicable to All Sales
1. In the event Customer chooses to lease the Products and/or Services from a third party leasing company, Customer remains liable for payment to Logicalis for all Products and/or Services purchased until Logicalis receives payment from such leasing company.

2. All items not specifically included in this document are out of scope.

3. Prices are valid for 30 days from date of the document unless otherwise stated.

4. The information in this document is considered proprietary and confidential to Logicalis. By acceptance of this Quotation, Customer agrees to maintain this confidentiality and use such information for internal purposes only.

Terms Applicable for Services Sales
1. Logicalis' Terms and Conditions of Sale, found at us.logicalis.com/tcsales, are incorporated herein by reference.

2. General customer responsibilities, project assumptions, change management processes, and other terms applicable to the delivery and receipt of services (as applicable to this Quotation), found at us.logicalis.com/gcr, are incorporated herein by reference.

3. Unless otherwise mutually agreed upon, reasonable travel expenses will be tracked separately and billed directly to Customer. Travel expenses will include cost incurred from travel (airfare, rental car, mileage, tolls and lodging). Meals, if any, will be billed at the per diem rate of $65.
Quotation Acceptance

By signing below, the undersigned accepts this offer and confirms that he/she is authorized to purchase these items on behalf of Customer. This offer may be accepted by purchase order or other acknowledgement of acceptance, including, without limitation, by signing this document. Any reference to a Customer’s Purchase Order or P.O. number does not indicate Logicalis’ acceptance of terms and conditions referenced on/attached to any such P.O.

Accepted By:  
Dupage Cty Clerk of the Cir Court  

Accepted By:  
Logicalis, Inc.

Signature on File

Signature  

Signature

Printed Name  
Chris Kachirouskas

Printed Name  
Clerk of the Court

Title

Date  
4-13-18

Title

Date

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## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

### Vendor Information
- **Vendor:** Logicalis
- **Vendor #:** 12232
- **Contract Term:**
- **Contract Total:** 191,057.90
- **Dept:** Circuit Court Clerk
- **Contact:** Julie Ellefsen
- **Phone:** 630-407-8590
- **Assigned Committee:** JPS

### Description of Procurement/Scope of Work/Background
A reconfiguration of the servers, nodes and software associated with the Circuit Clerk computing environment.

### Reason for Procurement
To upgrade and expand the VM environment, to add an additional flex node, and replace software that is no longer supported. This reconfiguration is needed so that we can proceed with replacing un-supported XP machines, correct an image OR issue and be able to expand e-order in the courtrooms.

### Funding Source
- Procurement budgeted for (FY and budget code(s)): 18-1400-6720 54100, 53807, 53806
- Budget Transfer (Date): Add'l Information

### Decision Memo Not Required
- LOWEST RESPONSIBLE QUOTE # or BID # ___________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:
  
  Vendor is our IBM partner that has access into the system so proper configurations of system can be made

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

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The United States of America
State of Illinois
County of DuPage

FUND AUTHORIZATION

The undersigned being the Chief Judge of the 18th Judicial Circuit Court of DuPage County, Illinois and in accordance with 705 ILCS 105/27.3a and Ordinance JLE 012-84, adopted October 9, 1984 by the DuPage County Board and as amended, establishing the COURT AUTOMATION FUND, do hereby authorize the funding of the attached purchase requisition.

1400-6720- 53807 & 54100 & 53806

Requisition #: 12441
Logicalis
3500 Lacey Rd, Suite 200
Downers Grove IL 60515

Reconfiguration of the AS/400 Equipment and Software $191,057.90

APPROVED:

Signature on File

Hon. Daniel Guerin
Chief Judge

Date 4/16/14
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Logicalis, Inc</th>
<th>Company Contact: Al Robles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 331-777-3637</td>
<td>Contact Email: <a href="mailto:Al.Robles@us.logicalis.com">Al.Robles@us.logicalis.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

SIGNATURE ON FILE

Printed Name

Al Robles

Title

Account Executive

Date

4-18-18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _______ of _______ (total number of pages)
WHEREAS, pursuant to the Governmental Joint Purchasing Act, 30 ILCS 525/2, the County of DuPage will contract with the Northwest Municipal Conference (NWMC)#152; and

WHEREAS, the Judicial/Public Safety Committee recommends County Board approval for the issuance of a contract purchase order for the purchase of thirteen (13) 2018 Police Ford Interceptor vehicles for the Sheriff’s Office.

NOW, THEREFORE BE IT RESOLVED, that County Contract covering said, for the purchase of thirteen (13) 2018 Police Ford Interceptor vehicles for the Sheriff’s Office, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Currie Motors, 9423 W. Lincoln HWY, Frankfort, IL 60423 for a contract total amount not to exceed $375,479.00.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: ________________________________
PAUL HINDS, COUNTY CLERK
Requisition 25k and over
JPS-P-0138-18

PROCUREMENT REVIEW CHECKLIST
REQUISITION
This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bernadette Mason</td>
<td>Completed</td>
<td>04/20/2018 11:32 AM</td>
</tr>
<tr>
<td>Colleen Zbilski</td>
<td>Completed</td>
<td>04/20/2018 11:36 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/20/2018 4:49 PM</td>
</tr>
<tr>
<td>Jennifer A. Sinn</td>
<td>Completed</td>
<td>04/23/2018 8:45 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/24/2018 12:47 PM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/25/2018 8:30 AM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>04/25/2018 9:23 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/25/2018 3:06 PM</td>
</tr>
<tr>
<td>Judicial/Public Safety Committee</td>
<td>Completed</td>
<td>05/01/2018 8:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Purchase Requisition**

**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Currie Motors Frankfort Inc.</td>
<td><strong>Dept:</strong> Sheriff's Office</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 12434</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> Thomas Sullivan</td>
<td><strong>Attn:</strong> Kathy Black @ dupageco.org</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:thomas.sullivan@msn.com">thomas.sullivan@msn.com</a></td>
<td><strong>Email:</strong> <a href="mailto:kathy.black@dupageco.org">kathy.black@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 9423 W. Lincoln Hwy</td>
<td><strong>Address:</strong> 501 N. County Farm Rd.</td>
</tr>
<tr>
<td><strong>City:</strong> Frankfort</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60423</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong> 815-464-9200</td>
<td><strong>Phone:</strong> 630-407-6892</td>
</tr>
<tr>
<td><strong>Fax:</strong> 815-464-7500</td>
<td><strong>Fax:</strong> 630-407-6901</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Vendor:</strong> Currie Motors</td>
<td><strong>Dept:</strong> D.O.T. Fleet Maintenance</td>
</tr>
<tr>
<td><strong>Vendor #:</strong> 12434-P1</td>
<td><strong>Division:</strong></td>
</tr>
<tr>
<td><strong>Attn:</strong> Thomas Sullivan</td>
<td><strong>Attn:</strong> Joe Bechtold</td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:thomas.sullivan@msn.com">thomas.sullivan@msn.com</a></td>
<td><strong>Email:</strong> <a href="mailto:joseph.bechtold@dupageco.org">joseph.bechtold@dupageco.org</a></td>
</tr>
<tr>
<td><strong>Address:</strong> 9423 W. Lincoln Hwy</td>
<td><strong>Address:</strong> 180 N. County Farm Rd.</td>
</tr>
<tr>
<td><strong>City:</strong> Frankfort</td>
<td><strong>City:</strong> Wheaton</td>
</tr>
<tr>
<td><strong>State:</strong> IL</td>
<td><strong>State:</strong> IL</td>
</tr>
<tr>
<td><strong>Zip:</strong> 60423</td>
<td><strong>Zip:</strong> 60187</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Phone:</strong></td>
</tr>
<tr>
<td><strong>Fax:</strong></td>
<td><strong>Fax:</strong> 630-407-6931</td>
</tr>
</tbody>
</table>

**Payment Terms**

- **F.O.B.**
- **PO 20 Delivery Date**
- **Requisitioner**
- **Use for:** Contract Administrator
- **Contract Start Date**
- **Contract End Date**
- **Use for:** PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>13</td>
<td>EA</td>
<td>2018 Police Ford Interceptors</td>
<td>18</td>
<td>1000</td>
<td>1160</td>
<td>54120</td>
<td>4400</td>
<td>28,883.00</td>
<td>375,479.00</td>
<td></td>
</tr>
</tbody>
</table>

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

FY2018 Vehicle Purchase for the DPC Sheriff's Office

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

Per Suburban Purchasing Cooperative Contract #152. Ford Fleet # Q8382

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Sheriff's Office/DOT</th>
<th>Department Contact: Jim Kruse</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:James.Kruse@DuPageSheriff.org">James.Kruse@DuPageSheriff.org</a></td>
<td>Contact Phone: 407-2003</td>
</tr>
<tr>
<td>Vendor Name: Currie Motors Frankfort, Inc.</td>
<td>Vendor #: 12434</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.

Recommendation for the approval for the purchase of 13 Police Ford Interceptors to be used by the Sheriff's Office through the Suburban Purchasing Cooperative Contract # 152 in the amount of $375,479.00

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

The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. The 13 marked squads being replaced meet policy requirements.

**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.

Police Interceptors used by the Sheriff's Office for patrol/pursuit vehicles.

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

The Procurement department investigated pricing from multiple sources including other cooperative purchasing agreements. (See Quote Tabs attached). The SPC Contract #152 was the lowest responsible bid for the new Ford Interceptors.

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

Staff recommends securing a contract to purchase the Police Ford Interceptors through the SPC Contract #152. Recommended due to this price being the lowest over all other sources.

**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.

$375,479.00 will be expensed from line 1000-1160-54120-4400 for this FY2018 purchase.
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Currie Motors Frankfort Inc.</th>
<th>Vendor #: 12434</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Sheriff's Office</td>
<td>Contact: Jim Kruse</td>
</tr>
<tr>
<td>Phone: 407-2003</td>
<td>Assigned Committee: JPS</td>
</tr>
<tr>
<td><strong>Contract Term:</strong> FY2018</td>
<td><strong>Contract Total:</strong> $375,479.00</td>
</tr>
</tbody>
</table>

**Description of Procurement/Scope of Work/Background**
Furnish and deliver (13) 2018 Police Ford Interceptors for the DPC Sheriff's Office.

**Reason for Procurement**
The DuPage County vehicle replacement policy requires that a vehicle be in service a minimum of 12 years or have a minimum of 150,000 miles, and must be assessed by a mechanic prior to being considered for replacement. See attached for list of vehicles being replaced.

**FUNDING SOURCE**
- [ ] Procurement budgeted for (FY and budget code(s)): 18-1000-1160-54120-4400
- [ ] Budget Transfer (Date) __________ Add'l Information

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

**DECISION MEMO REQUIRED**
- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] Per Coop (DPC4-107) select one below
  - NWMC Northwest Municipal Conference/SPC # 152

- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________ (include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # __________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- [ ] REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- [ ] OTHER THAN LOWEST RESPONSIBLE, BID # __________

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

<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>
</tr>
</thead>
<tbody>
<tr>
<td>kbc</td>
<td>Apr 19, 2018</td>
<td>4/20/18</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG</td>
<td>4-24-18</td>
<td>QMN</td>
<td>4-24-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>4-25-18</td>
<td>(Decision Memos Over $25,000)</td>
<td>4-25-18</td>
</tr>
<tr>
<td></td>
<td>SPC Cooperative: DesPlaines, IL</td>
<td>State of Illinois Contract</td>
<td></td>
</tr>
<tr>
<td>------------</td>
<td>---------------------------------</td>
<td>-----------------------------</td>
<td></td>
</tr>
<tr>
<td>Vendor</td>
<td>Currie Motors: Frankfort, IL</td>
<td>Morrow Brothers: Greenfield, IL</td>
<td></td>
</tr>
<tr>
<td>Each</td>
<td>$28,883.00</td>
<td>$30,555.00</td>
<td></td>
</tr>
<tr>
<td>Qty</td>
<td>13</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$375,479.00</td>
<td>$397,215.00</td>
<td></td>
</tr>
</tbody>
</table>

*The SPC Cooperative and State of Illinois use competitive bidding process when awarding a contract.
2018 Ford Utility Police Interceptor AWD
Contract # 152

Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

ORDER CUTOFF 06/08/2018
August 10, 2017

Currie Motors
Mr. Tom Sullivan
9423 West Lincoln Highway
Frankfort, IL 60423

Dear Mr. Sullivan:

This letter is to request a rollover from Ford Motor Company on the 2018 Ford Interceptor Utility SPC Contract #152 with Currie Motors, Frankfort, IL along with the second of three (3) possible one-year contract extensions from November 9, 2017 through November 8, 2018. The SPC reserves the right to extend the contract for one more year upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

With acceptance of the 2018 model year roll over and contract extension, Currie Motors, Frankfort, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors, Frankfort, IL will handle all billing. Each vehicle purchased will be assessed a $120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to a productive year working with Currie Motors, Frankfort, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention.

Sincerely,

Ellen Dayan
Purchasing Director
Northwest Municipal Conference

SIGNATURE ON FILE

08/10/17

Name: Ellen Dayan Date
Northwest Municipal Conference

SIGNATURE ON FILE

9-12-17

Name: Tom Sullivan Date
Currie Motors
Customer Proposal

Prepared for:
Joe Bechtold
DuPage County

Prepared by:
Kristen DeLaRiva
Office: 815-464-9200
Email: fleetcurrie@gmail.com

Date: 02/28/2018
Vehicle: 2018 Police Interceptor Utility Base AWD
Quote ID: DuPage10
Re: Vehicle Proposal

Dear Joe,

Please find the following proposal for 13 2018 Ford Utility Interceptors. Please examine the following proposal for complete order accuracy. The attached proposal reflects the vehicle's final build. If changes are required please relay the modifications immediately so the appropriate changes can be made to the proposal.

Sincerely,

Kristen DeLaRiva
Municipal Sales
815-464-9200
fleetcurrie@gmail.com
## Selected Options

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td><strong>Base Vehicle</strong></td>
<td></td>
</tr>
<tr>
<td>K8A</td>
<td>Base Vehicle Price (K8A)</td>
<td>$32,805.00</td>
</tr>
<tr>
<td></td>
<td><strong>Packages</strong></td>
<td></td>
</tr>
<tr>
<td>500A</td>
<td>Order Code 500A</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td>Includes:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Engine: 3.7L V6 Ti-VCT FFV</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Transmission: 6-Speed Automatic</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- GVWR: 6,300 lbs</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Tires: P245/55R18 AS BSW</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes center caps and full size spare.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes driver 6-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Includes clock, 6 speakers and 4.2&quot; color LCD screen center-stack Smart Display.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Powertrain</strong></td>
<td></td>
</tr>
<tr>
<td>99R</td>
<td>Engine: 3.7L V6 Ti-VCT FFV</td>
<td>Included</td>
</tr>
<tr>
<td>44C</td>
<td>Transmission: 6-Speed Automatic</td>
<td>Included</td>
</tr>
<tr>
<td>STDAX</td>
<td>3.65 Axle Ratio</td>
<td>Included</td>
</tr>
<tr>
<td>STDGV</td>
<td>GVWR: 6,300 lbs</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td><strong>Wheels &amp; Tires</strong></td>
<td></td>
</tr>
<tr>
<td>STDTR</td>
<td>Tires: P245/55R18 AS BSW</td>
<td>Included</td>
</tr>
<tr>
<td>STDWL</td>
<td>Wheels: 18&quot; x 8&quot; 5-Spoke Painted Black Steel</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes center caps and full size spare.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Seats &amp; Seat Trim</strong></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Unique HD Cloth Front Bucket Seats w/Vinyl Rear</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes driver 6-way power track (fore/aft/up/down, tilt with manual recline, 2-way manual lumbar, passenger 2-way manual track (fore/aft. with manual recline) and built-in steel intrusion plates in both front seatbacks.</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Other Options</strong></td>
<td></td>
</tr>
<tr>
<td>113WB</td>
<td>113&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>PAINT</td>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>STDRD</td>
<td>Radio: MyFord AM/FM/CD/MP3 Capable</td>
<td>Included</td>
</tr>
<tr>
<td></td>
<td>Includes clock, 6 speakers and 4.2&quot; color LCD screen center-stack Smart Display.</td>
<td></td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Joe Bechtold, DuPage County
By: Kristen DeLaRiva Date: 02/28/2018
### Selected Options (cont'd)

<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>43D</td>
<td>Dark Car Feature</td>
<td>$20.00</td>
</tr>
<tr>
<td></td>
<td><em>Courtesy lamps disabled when any door is opened.</em></td>
<td></td>
</tr>
<tr>
<td>17T</td>
<td>Red/White Dome Lamp in Cargo Area</td>
<td>$50.00</td>
</tr>
<tr>
<td>51T</td>
<td>Driver Only LED Spot Lamp (Whelen)</td>
<td>$420.00</td>
</tr>
<tr>
<td>87R</td>
<td>Rear View Camera</td>
<td>N/C</td>
</tr>
<tr>
<td></td>
<td><em>Note: This option would replace the camera that comes standard in the 4&quot; center stack area. Camera can only be displayed in the 4&quot; center stack (standard) OR the rear view mirror (87R). Includes:</em></td>
<td></td>
</tr>
<tr>
<td></td>
<td>- Electrochromic Rear View Mirror</td>
<td></td>
</tr>
<tr>
<td></td>
<td><em>Video is displayed in rear view mirror.</em></td>
<td></td>
</tr>
<tr>
<td>61R</td>
<td>4 Remappable Steering Wheel Switches</td>
<td>$155.00</td>
</tr>
<tr>
<td>68G</td>
<td>Rear-Door Handles Inoperable/Locks Inoperable</td>
<td>$35.00</td>
</tr>
<tr>
<td>549</td>
<td>Heated Sideview Mirrors</td>
<td>$60.00</td>
</tr>
<tr>
<td>47A</td>
<td>Police Engine Idle Feature</td>
<td>$260.00</td>
</tr>
<tr>
<td>76R</td>
<td>Reverse Sensing</td>
<td>$275.00</td>
</tr>
</tbody>
</table>

### Interior Colors

- **9W_01** Charcoal Black N/C

### Primary Colors

- **LK_01** Dark Blue N/C

### Upfit Options

- **ESPP**
  - **6 YEAR / 100,000 MILES POWERTRAIN** $1,075.00

#### EXTENDED WARRANTY POWERTRAIN

6 YEAR / 100,000 MILES

---

**SUBTOTAL** $35,155.00

**Destination Charge** $945.00

**TOTAL** $36,100.00

---

*Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.*

*Prepared for: Joe Bachtold, DuPage County*

*By: Kristen DeLaRiva Date: 02/28/2018*
## Warranty - Selected Equipment & Specs

### Warranty

<table>
<thead>
<tr>
<th>Equipment</th>
<th>Distance</th>
<th>Months</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Basic</strong></td>
<td>36000 miles</td>
<td>36 months</td>
</tr>
<tr>
<td><strong>Powertrain</strong></td>
<td>100000 miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Corrosion Perforation</strong></td>
<td>Unlimited miles</td>
<td>60 months</td>
</tr>
<tr>
<td><strong>Roadside Assistance</strong></td>
<td>60000 miles</td>
<td>60 months</td>
</tr>
</tbody>
</table>

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: Joe Bechtold, DuPage County
By: Kristen DeLaRiva  Date: 02/28/2018
## Pricing - Single Vehicle

### Vehicle Pricing

<table>
<thead>
<tr>
<th>Item</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$32,805.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$1,275.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$1,075.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$945.00</td>
</tr>
</tbody>
</table>

### Discount Adjustments

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount</td>
<td>-$7,217.00</td>
</tr>
</tbody>
</table>

Total: $28,883.00
# Pricing - Multiple Vehicles (13)

**Vehicle Pricing**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Vehicle Price</td>
<td>$426,465.00</td>
</tr>
<tr>
<td>Options &amp; Colors</td>
<td>$16,575.00</td>
</tr>
<tr>
<td>Upfitting</td>
<td>$13,975.00</td>
</tr>
<tr>
<td>Destination Charge</td>
<td>$12,285.00</td>
</tr>
</tbody>
</table>

**Discount Adjustments**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Discount</td>
<td>-$93,821.00</td>
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</tbody>
</table>

**Total**

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$375,479.00</td>
</tr>
</tbody>
</table>

---

Customer Signature ________________

Acceptance Date ________________

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

Prepared for: Joe Bechtold, DuPage County  
By: Kristen DeLaRive  
Date: 02/26/2018
### Major Equipment
(Based on selected options, shown at right)

- 3.7L V-6 DOHC w/SMPI 304hp
- 6 speed automatic w/OD
- 4-wheel ABS
- Traction control
- Advance Trac w/Roll Stability Control
- Tinted glass
- LED brake lights
- Dual power remote heated mirrors
- 18 x 8 steel wheels
- Driver and front passenger seat mounted side airbags
- Rear window defroster
- Message Center
- Reclining front bucket seats
- Audio control on steering wheel

### Exterior
- Dark Blue
- Charcoal Black

### Interior
- Charcoal Black

### Selected Options

<table>
<thead>
<tr>
<th>Feature</th>
<th>MSRP</th>
</tr>
</thead>
<tbody>
<tr>
<td>STANDARD VEHICLE PRICE</td>
<td>$32,605.00</td>
</tr>
<tr>
<td>Order Code 600A</td>
<td>N/C</td>
</tr>
<tr>
<td>113&quot; Wheelbase</td>
<td>STD</td>
</tr>
<tr>
<td>Monotone Paint Application</td>
<td>STD</td>
</tr>
<tr>
<td>Dark Car Feature</td>
<td>$20.00</td>
</tr>
<tr>
<td>Red/White Dome Lamp in Cargo Area</td>
<td>$50.00</td>
</tr>
<tr>
<td>Driver Only LED Spot Lamp (Whelen)</td>
<td>$420.00</td>
</tr>
<tr>
<td>Rear View Camera</td>
<td>N/C</td>
</tr>
<tr>
<td>4 Removable Steering Wheel Switches</td>
<td>$155.00</td>
</tr>
<tr>
<td>Rear-Door Handles Inoperative/Locks Inoperative</td>
<td>$35.00</td>
</tr>
<tr>
<td>Heated Sideview Mirrors</td>
<td>$60.00</td>
</tr>
<tr>
<td>Reverse Sensing</td>
<td>$275.00</td>
</tr>
<tr>
<td>Police Engine Idle Feature</td>
<td>$280.00</td>
</tr>
<tr>
<td>Dark Blue</td>
<td>N/C</td>
</tr>
<tr>
<td>Charcoal Black</td>
<td>N/C</td>
</tr>
</tbody>
</table>

### Fuel Economy

<table>
<thead>
<tr>
<th>City</th>
<th>Hwy</th>
</tr>
</thead>
<tbody>
<tr>
<td>18 mpg</td>
<td>21 mpg</td>
</tr>
</tbody>
</table>

---

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability, or pricing adjustments not reflected in the dealer’s computer system. See salesperson for the most current information.

Prepared for: Joe Bechtold, DuPage County
By: Kathleen DeLaRiva  Date: 06/28/2019

Packet Pg. 397
Please enter the following:

Title Information : N/A

Contact Name     Joe Bechtold
Phone Number     630-407-6931
Purchase Order Number
Fleet Identification Number QB382
Tax Exempt Number E9997-4551-07
Total Dollar Amount $375,479.00
Total Number of Units 13
Delivery Address 180 N. County Farm Rd.
Wheaton, IL 60187

*Orders Require Signed Original Purchase Order and Tax Exempt Letter

Currie Motors Fleet
10125 W. Laraway
Frankfort, IL 60423
PHONE: (815)464-9200
Tom Sullivan  Curriefleet@gmail.com
Kristen De La Riva  Fleetcurrie@gmail.com

*Fleet Status is accessible by registering at www.fleet.ford.com. Please provide FIN Code at time of order
Required Vendor Ethics Disclosure Statement

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

Date: ____________________________

Bid/Contract/PO #: ______________________

| Company Name: CURRIE MOTORS FRANKFORT | Company Contact: THOMAS SULLIVAN |
| Contact Phone: (815) 464-9200 | Contact Email: CURRIE.FLEET@GMAIL.COM |

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<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

SIGNATURE ON FILE

Printed Name
THOMAS SULLIVAN

Title
CAM

Date
Jan 23, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page ______ of ________ (total number of pages)
WHEREAS, Resolution JPS-P-0174-16 was approved and adopted by the County Board on June 14, 2016; and

WHEREAS, the Judicial/Public Safety Committee recommends changes as stated in the change order notice to increase Purchase order1903-001 SERV, issued to Logicalis to provide Cloud Services and Technical Support for an application system for the Circuit Court Clerk, in the amount of $4,468.00 resulting in an amended contract total amount of $809,370.52.

NOW, THEREFORE BE IT RESOLVED, that the County Board adopts the change order notice dated April 5, 2018 to Purchase Order1903-001 SERV, issued to Logicalis to provide Cloud Services and Technical Support for an application system for the Circuit Court Clerk, to increase the Contract Purchase Order in the amount of $4,468.00 resulting in an amended contract total amount of $809,370.52.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

_________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**Request for Change Order**

**Procurement Services Division**

Attach copies of all prior Change Orders

<table>
<thead>
<tr>
<th>Purchase Order #:</th>
<th>1903-001 SERV</th>
<th>Original Purchase Order Date:</th>
<th>Jul 1, 2016</th>
<th>Change Order #:</th>
<th>3</th>
<th>Department:</th>
<th>Circuit Court Clerk</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor Name:</td>
<td>Logicalis</td>
<td>Vendor #:</td>
<td>12232</td>
<td>Dept Contact:</td>
<td>Julie Ellefson</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Background and/or Reason for Change Order Request:**

This contract is for the Circuit Court Clerks cloud based Disaster Recovery system for the AS/400. This change order is due to turning off a smaller server and adding a new large server plus adding space on an additional server.

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

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

### INCREASE/DECREASE

| A | Starting contract value | $804,446.40 |
| B | Net $ change for previous Change Orders | $456.12 |
| C | Current contract amount (A + B) | $804,902.52 |
| D | Amount of this Change Order | Increase $4,468.00 |
| E | New contract amount (C + D) | $809,370.52 |
| F | Percent of current contract value this Change Order represents (D / C) | 0.56% |
| G | Cumulative percent of all Change Orders (B + D/A); (60% maximum on construction contracts) | 0.61% |

### DECISION MEMO NOT REQUIRED

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

### DECISION MEMO REQUIRED

- □ Increase (greater than 29 days) contract expiration from: 12/31/2018 to: 3/25/2019
- □ Increase ≥ $2,500.00, or ≥ 10%, of current contract amount
- □ Funding Source

**OTHER - explain below:**

---

**Reviewed By (Initials Only):**

- **Buyer:** [Signature] 4-19-18
- **Procurement Officer:** [Signature] 4-19-18
- **Chief Financial Officer (Decision Memos Over $25,000):** [Signature] 4-25-18
- **Chairman's Office (Decision Memos Over $25,000):** [Signature] 4-25-18
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Circuit Court Clerk</th>
<th>Department Contact: Julie Ellefsen</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:Julie.Ellefsen@18thjudicial.org">Julie.Ellefsen@18thjudicial.org</a></td>
<td>Contact Phone: 630-407-8590</td>
</tr>
<tr>
<td>Vendor Name: Logicalis</td>
<td>Vendor #: 12232</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.

Approve change order #3 to Contract 1903-001 SERV - Resolutions number JPS-P-0174-16, issued to Logicalis, to increase contract by $4,468.00.

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

This contract is for the Circuit Court Clerks cloud based Disaster Recovery system for the AS/400. Do to increase volume and type of processing being done, some servers needed to be upgraded with current software and needed more CPU and memory to handle the change. When we make a change on our system, if that server is on Disaster Recovery, those servers at the hot site also need to be upgraded.

**Strategic Impact**

Customer Service

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

In case of a disaster to the court house - the Judicial System of DuPage would not be able to continue running.

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

This is an upgrade to the existing hot site.

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

If the hot site was not upgraded the Judicial system would not be protected in case of a disaster. We need to remain in compliance with Supreme Court Order M.R.22717 regarding Emergency Preparedness Standards.

**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.

No impact to County General Funds. Supported by the special funds of the Clerk and Court - Court Automation.
PROJECT CHANGE REQUEST

Date: April 5, 2018
PCR Number: DUPA600015434
Customer Name: DuPage County Circuit Court Clerk
Customer Contact Person: Mary Heaton
Engagement Number: 0197165
PCR Iteration: Add Anaheim-DR VM, Remove Darkwing-DR and
Add storage to DUSACM-DR
Account Executive: Al Robles
Service Delivery Manager: Dane Duncan
OSM Reference Number:

This Project Change Request (PCR) amends the Statement of Work, dated 8/30/2013,
between Logicalis, Inc. and DuPage County Circuit Court Clerk. A Project Change Request is
solely for revisions to the Customer Selected Services and/or Contracted Pricing section(s) of
the Statement of Work. Project Change Requests shall not be utilized for any revisions to the
legal terms or conditions of any agreement. All other terms of the Statement of Work and/or
agreement remain in effect and are incorporated herein by reference.

Description of Requested Change
DuPage County Circuit Court Clerk is adding a VM named "Anaheim-DR" to their disaster
recovery environment. This server is going to replace existing server named Darkwing". The
new Anaheim server will be 4 vCPU, 16gb memory and 78gb of storage. See the "ADD" Table
below.

We will remove Darkwing-DR which has 2 vCPU, 8gb memory and 72gb of storage. See
"REMOVE" Table below

Additionally, DuPage has asked we add 20 gb of HDD storage and 20gb to cloud backup to the
G:\ drive for the server named DUASCM-DR. Logicalis Managed Services was made aware of
this need for storage by Craig Larson in a telephone call on March 14, 2018.

<table>
<thead>
<tr>
<th>Name</th>
<th>Container Name</th>
<th>QTY</th>
<th>CPU (GHz)</th>
<th>Memory (GB)</th>
<th>Storage (GB)</th>
<th>Encrypted Storage (GB)</th>
<th>BW (Mbps)</th>
<th>Setup Fee</th>
<th>MRC Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Anaheim</td>
<td>Flexible</td>
<td></td>
<td>4</td>
<td>16</td>
<td>78</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>QTY</td>
<td></td>
<td>$50.00</td>
<td>$160.00</td>
<td>$35.10</td>
<td></td>
<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$245.10</td>
</tr>
</tbody>
</table>

(REMOVAL) of the following devices:

<table>
<thead>
<tr>
<th>Name</th>
<th>Container Name</th>
<th>QTY</th>
<th>CPU (GHz)</th>
<th>Memory (GB)</th>
<th>Storage (GB)</th>
<th>Encrypted Storage (GB)</th>
<th>BW (Mbps)</th>
<th>Removal Fee</th>
<th>MRC Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Darkwing</td>
<td>Flexible</td>
<td>QTY</td>
<td>2</td>
<td>8</td>
<td>72</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>$137.60</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>QTY</td>
<td>$25.00</td>
<td>$80.00</td>
<td>$32.60</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>($137.60</td>
</tr>
<tr>
<td></td>
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<td>TOTAL</td>
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<td></td>
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<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>($137.60</td>
</tr>
</tbody>
</table>

*MRC fees lowered each month $137.60 with the removal of Darkwing*
### Additional Storage to DUSAM

<table>
<thead>
<tr>
<th>QTY</th>
<th>Part Number</th>
<th>Description</th>
<th>Setup Fee</th>
<th>Unit MRC Fee</th>
<th>Extended MRC Fee</th>
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</thead>
<tbody>
<tr>
<td>20</td>
<td>PRV-ENT-STG-HDD</td>
<td>HDD Storage</td>
<td>$0.00</td>
<td>$0.15</td>
<td>$3.00</td>
</tr>
<tr>
<td>20</td>
<td>PRV-BKP-CSBX86-2WSTG</td>
<td>X86 Cloud Backup Storage- 2 Week (per GB)</td>
<td>$0.00</td>
<td>$0.06</td>
<td>$1.20</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td><strong>$0.00</strong></td>
<td><strong>$0.06</strong></td>
<td><strong>$4.20</strong></td>
</tr>
</tbody>
</table>

**Estimated Cost Impact of Project Change Request**

Setup Fees: $100.00  
Total MRC Increase: $111.70
Acceptance Process

Acceptance:

To authorize the change(s) detailed in this Project Change Request document, please return two (2) signed copies of this document along with a copy of the Purchase Order, if required. Alternatively, you may FAX a copy to (248) 232-5412. Upon acceptance by Logicalis, a counter-signed copy will be returned to your attention.

Accepted By:

DuPage County Circuit Court Clerk

Signature on File

Signature

KEVIN VASKE

Printed Name

Director of Technology

Title

4-16-18

Date

Dura Automotive Systems, LLC.

Billing Contact:

Mary Heaton
DuPage County Circuit Court Clerk
505 N. County Farm Rd
Wheaton, IL 60189
(630) 407-8575

CC: Al Robles, Dane Duncan

Accepted By:

Logicalis, Inc.

Signature

Printed Name

Title

Date

Logicalis Engagement Number (0197165)

Billing Contact Correction:
Required Vendor Ethics Disclosure Statement

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

Bid/Contract/PO #:

Date: 4-18-18

Company Name: **Logicalis, Inc**

Contact Phone: **331-771-3037**

Company Contact: **Al Robles**

Contact Email: **Al.Robles@U.S.Logicalis.com**

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<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

[Signature on File]

Printed Name | **Al Robles**

Title | **Account Executive**

Date | 4-18-18

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

DR-R-0156-18

ACCEPTANCE OF A
PERMANENT DRAINAGE EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the County of DuPage, acting pursuant to authority granted by the Illinois General Assembly in Illinois Compiled Statutes, 55 ILCS 5/5-15001, et seq., currently plans to undertake a drainage project within the area of Pearl Avenue, Glen Ellyn, in order to improve local drainage (the “Pearl Avenue Creek Channel Improvements”); and

WHEREAS, where the County must enter onto private property to undertake the Pearl Avenue Creek Channel Improvements, and, therefore, the consent of the landowner is required; and

WHEREAS, the County requires a permanent drainage easement and temporary construction easement on the parcel commonly known by the Parcel Identification Number 02-34-411-012 for the purpose of allowing the County, and its contractors, access to private property as part of the aforesaid drainage project; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Permanent Drainage Easement and Temporary Construction Easement for the above-described purposes.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Permanent Drainage Easement and Temporary Construction Easement is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the Permanent Drainage Easement and Temporary Construction Easement on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk be directed to record this Permanent Drainage Easement and Temporary Construction Easement in the DuPage County Recorder of Deeds Office and to return the original to the DuPage County Department of Public Works for filing; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached Easement to Patricia Camacho, 2N164 Pearl Avenue, Glen Ellyn, IL 60137; Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

______________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PERMANENT DRAINAGE
AND
TEMPORARY CONSTRUCTION
EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that Patricia Camacho, as property owner (hereinafter referred to collectively as "Grantor") for and in consideration of one dollar ($1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent access easement ("permanent access easement") for drainage improvements and for accessing, both ingress and egress, and a temporary construction easement for the Pearl Ave Creek Channel Improvements.

The permanent drainage easement is shown on EXHIBIT A and legally described as:

THE SOUTH 5.00 FEET OF LOT 186 IN ROBERT BARTLETT'S GLEN ELlyn COUNTRysIDE UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1951 AS DOCUMENT 618367, IN DUPAGE COUNTY, ILLINOIS.

And
The temporary construction easement is shown on EXHIBIT A and legally described as follows:

THE SOUTH 10.00 FEET OF LOT 186 IN ROBERT BARTLETT'S GLEN ELLYN COUNTRYSIDE UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1951 AS DOCUMENT NO. 618367, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: 02-34-411-012

Permanent Parcel Number: 2N164 Pearl Avenue, Glen Ellyn, Illinois 60137

Resolution number: ________________

Prepared by: DuPage County DEC
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County DEC
421 N. County Farm
Wheaton, IL 60187
This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:

a. "Easement Areas" shall mean the collective area comprised of the permanent easement and during its term and temporary construction easement(s), if any. After the termination of the temporary construction easement(s), "Easement Areas" shall refer solely to the area occupied by the permanent easement.

b. "Improvements" shall mean restoration and stabilizing of the creek channel and any additional improvements or appurtenances related thereto.

c. "Permanent Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal description, be a 5.0 foot area of land lying along the southern property line of the Grantor’s property.

d. "Routine Surface Maintenance" shall mean periodic lawn mowing, debris and litter clean-up and disposal and the eradication of noxious weeds.

e. "Temporary Construction Easement(s)" shall be as legally described herein and depicted on an attached site plan. Said easement(s) shall, notwithstanding any errors or discrepancies in said legal descriptions, be a 10.0 foot area of land lying along the southerly property line of the Grantor’s property.

2. Grantee’s Use: The following conditions shall apply to Grantee’s use of the Easement Areas:

a. The permanent easement is granted in perpetuity specifically for the purpose of allowing the Grantee ingress and egress onto, over, under, above and along the permanent easement area to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate a permanent creek channel improvement and any additional improvements or appurtenances related thereto.

b. The temporary construction easement is granted specifically for a two (2) year period from the date of recording of this easement document, for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the temporary construction easement area to access the permanent easement and to use to install, construct, build, add
to, relocate, repair, replace, inspect the Improvements within the permanent easement.

c. Grantee may from time to time, perform inspections, maintenance, repairs, reconstruction, re-grading or other work on or within the permanent easement area and, or, to the Improvements located therein provided, however, that any work which alters the easement’s grading or the location of the Improvements shall first be approved in writing by the Grantor.

d. The rights and obligations of the Grantee shall extend to its employees, officers, agents, consultants, contractors, sub-contractors, assigns and successors.

e. Grantee may access the Easement Areas at any time, without notice to Grantor, for the purpose of conducting any type of inspection, testing or examination of the Easement Areas and, or, any Improvement located thereon and, or, observe the operations of said Improvements. Grantee may further access the Easement Areas at any time, without notice to Grantor, for the purpose of conducting any type of repairs, maintenance or upkeep to the Easement Areas or Improvements.

f. Grantee agrees that it will perform any work hereby authorized within the Easement Areas, or on the Improvements located therein, with reasonable care, skill and diligence. The Grantee will perform all work in such a way as to avoid harm to the Grantor’s real or personal property adjacent to said Easement Areas. Grantor acknowledges that emergency inspections and work may be undertaken in any manner deemed reasonable and prudent by the Grantee.

g. The Grantee shall obtain any required governmental permits, licenses or approvals prior to commencing any work, excepting such work necessary for the preparation of construction plans and, or, governmental submittals such as the performance of surveys, soil borings, environmental audits, etc. Upon written request, the Grantee shall provide Grantor with copies of any governmental permits, licenses, approval or submittals for said authorizations relating to Grantee’s work within the Easement Areas. The Grantee shall abide by and comply with every condition, term or covenant of said governmental permits, licenses or approvals and shall further do all work in accord with the applicable local, State and Federal laws, ordinances, rules and regulations.

h. Grantee shall require any contractor doing work in the Easement Areas to indemnify, defend and hold the Grantor harmless from and against any liability, claims, loss, liens or damages that may occur or arise on account of the contractor’s work within the easement area. Further, any such
contractor shall fully compensate the Grantor in the event any of Grantor’s real or personal property is negatively disturbed or damaged by the contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee’s officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee’s disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.

i. The Grantee may store equipment and materials within the Easement Areas while performing any construction, maintenance, repairs, surveying, testing or installation in said easements. Grantee will promptly remove all such stored items upon its completion of the authorized work.

j. The easements granted herein shall be non-exclusive to the Grantee, subject to the qualifications and limitations on the respective parties for any subsequent use of the Easement Areas contained herein and further subject to any applicable laws or ordinance requiring that the Improvements be isolated, separated or otherwise protected from other improvements, activities or structures.

3. The Grantor’s retained rights and obligations shall be as follows:

a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor’s acts do not adversely affect the intended purposes for which the Easement Areas or the Improvements therein, have been designed or are intended to serve.

b. Grantor shall not construct any structures or improvements on or within the Easement Areas nor shall the Grantor alter, change, destroy or modify the grading of the Easement Areas in any manner that would affect the designed and intended use of said Easement Areas without having first received prior written approval of the Grantee.

c. Grantor may use and, or, cross the easement areas in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes, of the improvements within the easement area. Grantor shall do no act that affects the lateral or sub-lateral support for the easement areas, improvements located thereon, or that interferes with the operation of said improvements. Grantor may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor’s property as it deems fit provided, however, no such
subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area(s) or Improvements located therein or hamper, frustrate or increase the Grantee’s cost of performing maintenance and repairs.

4. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee shall record this easement grant at its sole expense.

5. The Grantor shall be responsible for the routine surface maintenance of Permanent Easement Area(s) during such times that the Grantee is not engaged in work within said easement area(s). This provision is not intended to create any new of different obligation on the part of the Grantor than those obligations the Grantor would normally have under the law but, instead, is intended to ensure that the Grantor adequately mows and cleans up his/her/its property such that the Easement Area(s) and Improvements may be utilized and function as intended, (e.g., inlets do not become clogged, swales do not become overgrown, etc.). In the event the Grantor fails to adequately perform routine surface maintenance of Permanent Easement Area(s) the Grantee shall give notice to the Grantor identifying the required (or deficient) work and allowing Grantor not less than thirty (30) days to complete or remedy the requested maintenance. If the Grantor fails to properly remedy the complained of condition(s) within thirty (30) days the Grantee has the right, but not the obligation, to undertake the requested maintenance and to bill the Grantor for Grantee’s expenses doing so.

6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
Dated this 24th day of April, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTORS:

By: [Redacted]
Name: Patricia Camacho

STATE OF ILLINOIS )
COUNTY OF DuPage ) Ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Patricia Camacho personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of April, 2018.

Notary Public [Redacted]

My commission expires: _____________

“OFFICIAL SEAL”
Sabrina Villalvazo
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/20/21

GRANTEE: COUNTY OF DUPAGE

By: ___________________________ Attest by: ___________________________
Name: Daniel J. Cronin, Chairman Name: Paul Hinds
Title: DuPage County Board Title: County Clerk
02-34-411-012
Glen Ellyn Countryside
Unit 2 - Lot 186
2N164 Pearl Ave

02-34-411-013
Glen Ellyn Countryside
Unit 2 - Lot 185
2N150 Pearl Ave
Resolution

DR-R-0157-18

ACCEPTANCE OF A
PERMANENT DRAINAGE EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT

WHEREAS, the County of DuPage, acting pursuant to authority granted by the Illinois General Assembly in Illinois Compiled Statutes, 55 ILCS 5/5-15001, et seq., currently plans to undertake a drainage project within the area of Pearl Avenue, Glen Ellyn, in order to improve local drainage (the “Pearl Avenue Creek Channel Improvements”); and

WHEREAS, where the County must enter onto private property to undertake the Pearl Avenue Creek Channel Improvements, and, therefore, the consent of the landowner is required; and

WHEREAS, the County requires a permanent drainage easement and temporary construction easement on the parcel commonly known by the Parcel Identification Number 02-34-411-013 for the purpose of allowing the County, and its contractors, access to private property as part of the aforesaid drainage project; and

WHEREAS, the Public Works Committee of the DuPage County Board has reviewed and recommends approval of the attached Permanent Drainage Easement and Temporary Construction Easement for the above-described purposes.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Permanent Drainage Easement and Temporary Construction Easement is hereby accepted and approved, and the Chairman of the County Board is hereby authorized and directed to execute the Permanent Drainage Easement and Temporary Construction Easement on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that the County Clerk be directed to record this Permanent Drainage Easement and Temporary Construction Easement in the DuPage County Recorder of Deeds Office and to return the original to the DuPage County Department of Public Works for filing; and

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit certified copies of this Resolution and the attached Easement William and Colleen Lagro, 2N150 Pearl Avenue, Glen Ellyn, IL 60137; Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
PERMANENT DRAINAGE

AND

TEMPORARY CONSTRUCTION

EAISEMENT

KNOW ALL MEN BY THESE PRESENTS, that William M Lagro and Colleen A Lagro, as property owners (hereinafter referred to collectively as "Grantors") for and in consideration of one dollar ($1.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grant, convey and warrant to the County of DuPage, Illinois, a body politic and corporate existing under laws of the State of Illinois, with its principal offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as "Grantee"), and its successors and/or assigns, a permanent access easement ("permanent access easement") for drainage improvements and for accessing, both ingress and egress, and a temporary construction easement for the Pearl Ave Creek Channel Improvements.

The permanent drainage easement is shown on EXHIBIT A and legally described as:

THE NORTH 15.00 FEET OF THE EAST 120.00 FEET (EXCEPT THAT PART FALLING WITHIN ANY STRUCTURES) IN LOT 185, IN ROBERT BARTLETT'S GLEN ELLYN COUNTRYSIDE UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH 3/4 OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOFRecorded MARCH 14, 1951 AS DOCUMENT 618367, IN DUPAGE COUNTY, ILLINOIS.

AND

THAT PART OF LOT 185 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 185; THENCE WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 185, A DISTANCE OF 120.00 FEET, TO A POINT, FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 185, TO THE NORTHWEST CORNER OF SAID LOT 185; THENCE SOUTHERLY ALONG THE WESTERLY PROPERTY LINE OF SAID LOT 185, A DISTANCE OF 25.00 FEET, TO A POINT; THENCE ALONG A LINE IN A NORTHEASTERLY DIRECTION TO A POINT, SAID POINT ON A LINE PARALLEL TO AND 120.00 FEET WESTERLY OF THE EASTERLY PROPERTY LINE OF SAID LOT 185 AND SAID POINT BEING 15.00 FEET SOUTHERLY OF THE NORTHERLY PROPERTY LINE OF SAID LOT 185; THENCE NORTHERLY ALONG SAID LINE PARALLEL TO AND 120.00 FEET WESTERLY OF THE EASTERLY PROPERTY LINE OF SAID LOT 185, A DISTANCE OF 15.00 FEET, TO THE POINT OF BEGINNING, ALL IN SAID LOT 185 OF ROBERT
BARTLETT'S GLEN ELLYN COUNTRY SIDE UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1951 AS DOCUMENT 618367, IN DUPAGE COUNTY, ILLINOIS.

AND

The temporary construction easement is shown on EXHIBIT A and legally described as follows:

THE SOUTH 5.00 FEET OF THE NORTH 20.00 FEET OF THE EAST 120.00 FEET (EXCEPT THAT PART FALLING WITHIN ANY STRUCTURES) OF LOT 185 IN ROBERT BARTLETT'S GLEN ELLYN COUNTRY SIDE UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1951 AS DOCUMENT 618367, IN DUPAGE COUNTY, ILLINOIS.

AND

THAT PART OF LOT 185 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 185; THENCE WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 185, A DISTANCE OF 120.00 FEET, FOR THE POINT OF BEGINNING; THENCE CONTINUING WESTERLY ALONG THE NORTHERLY PROPERTY LINE OF SAID LOT 185, TO THE NORTHWEST CORNER OF SAID LOT 185; THENCE SOUTHERLY ALONG THE WESTERN PROPERTY LINE OF SAID LOT 185, A DISTANCE OF 30.00 FEET, TO A POINT; THENCE ALONG A LINE IN A NORTHEASTERLY DIRECTION TO A POINT, SAID POINT ON A LINE PARALLEL TO AND 120.00 FEET WESTERLY OF THE EASTERLY PROPERTY LINE OF SAID LOT 185 AND SAID POINT BEING 20.00 FEET SOUTHERLY OF THE NORTHERLY PROPERTY LINE OF SAID LOT 185; THENCE NORTHERLY ALONG SAID LINE PARALLEL TO AND 120.00 FEET WESTERLY OF THE EASTERLY PROPERTY LINE OF SAID LOT 185, A DISTANCE OF 20.00 FEET, TO THE POINT OF BEGINNING, ALL IN SAID LOT 185 OF ROBERT BARTLETT'S GLEN ELLYN COUNTRY SIDE UNIT NO 2, BEING A SUBDIVISION OF PART OF THE SOUTH ½ OF SECTION 34, TOWNSHIP 40 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 14, 1951 AS DOCUMENT 618367, IN DUPAGE COUNTY, ILLINOIS.

Common Property Address: 02-34-411-013

Permanent Parcel Number: 2N150 Pearl Avenue, Glen Ellyn, Illinois 60137

Resolution number: _______________

Prepared by: DuPage County DEC
421 North County Farm Rd.
Wheaton, Illinois 60187

Return to: Janet Williams
DuPage County DEC
421 N. County Farm
Wheaton, IL 60187
This Grant is made by the Grantor and accepted by the Grantee under the following terms and conditions:

1. Definitions: The following terms shall be understood to have the meaning set forth herein:

   a. "Easement Areas" shall mean the collective area comprised of the permanent easement and during its term and temporary construction easement(s), if any. After the termination of the temporary construction easement(s), "Easement Areas" shall refer solely to the area occupied by the permanent easement.

   b. "Improvements" shall mean restoration and stabilizing of the creek channel and any additional improvements or appurtenances related thereto.

   c. "Permanent Easement" shall be as legally described herein and depicted on an attached site plan. Said easement shall, notwithstanding any errors or discrepancies in said legal description, be an easement 15.0 feet in width on the east and 25.0 feet in width on the west and is adjacent to the northerly property line of the Grantor’s property as shown on Exhibit A.

   d. "Routine Surface Maintenance" shall mean periodic lawn mowing, debris and litter clean-up and disposal and the eradication of noxious weeds.

   e. "Temporary Construction Easement(s)" shall be as legally described herein and depicted on an attached site plan. Said easement(s) shall, notwithstanding any errors or discrepancies in said legal descriptions, be 5.0 foot in width and lies south of and adjacent to the southerly line of the permanent easement that lies along the Grantor’s northerly property line.

2. Grantee’s Use: The following conditions shall apply to Grantee’s use of the Easement Areas:

   a. The permanent easement is granted in perpetuity specifically for the purpose of allowing the Grantee ingress and egress onto, over, under, above and along the permanent easement area to install, construct, build, add to, relocate, repair, replace, inspect, maintain, use and operate a permanent creek channel improvement and any additional improvements or appurtenances related thereto.

   b. The temporary construction easement is granted specifically for a two (2) year period from the date of recording of this easement document, for the purpose of allowing the Grantee temporary ingress and egress onto, over, under, above and along the temporary construction easement area to access the permanent easement and to use to install, construct, build, add
to, relocate, repair, replace, inspect the Improvements within the 
permanent easement.

c. Grantee may from time to time, perform inspections, maintenance, repairs, 
reconstruction, re-grading or other work on or within the permanent 
easement area and, or, to the Improvements located therein provided, 
however, that any work which alters the easement’s grading or the 
location of the Improvements shall first be approved in writing by the 
Grantor.

d. The rights and obligations of the Grantee shall extend to its employees, 
officers, agents, consultants, contractors, sub-contractors, assigns and 
successors.

e. Grantee may access the Easement Areas at any time, without notice to 
Grantor, for the purpose of conducting any type of inspection, testing or 
examination of the Easement Areas and, or, any Improvement located 
thereon and, or, observe the operations of said Improvements. Grantee 
may further access the Easement Areas at any time, without notice to 
Grantor, for the purpose of conducting any type of repairs, maintenance or 
upkeep to the Easement Areas or Improvements.

f. Grantee agrees that it will perform any work hereby authorized within the 
Easement Areas, or on the Improvements located therein, with reasonable 
care, skill and diligence. The Grantee will perform all work in such a way 
as to avoid harm to the Grantor’s real or personal property adjacent to said 
Easement Areas. Grantor acknowledges that emergency inspections and 
work may be undertaken in any manner deemed reasonable and prudent 
by the Grantee.

g. The Grantee shall obtain any required governmental permits, licenses or 
approvals prior to commencing any work, excepting such work necessary 
for the preparation of construction plans and, or, governmental submittals 
such as the performance of surveys, soil borings, environmental audits, 
etc. Upon written request, the Grantee shall provide Grantor with copies of 
any governmental permits, licenses, approval or submittals for said 
authorizations relating to Grantee’s work within the Easement Areas. The 
Grantee shall abide by and comply with every condition, term or covenant 
of said governmental permits, licenses or approvals and shall further do all 
work in accord with the applicable local, State and Federal laws, 
ordinances, rules and regulations.

h. Grantee shall require any contractor doing work in the Easement Areas to 
indemnify, defend and hold the Grantor harmless from and against any 
liability, claims, loss, liens or damages that may occur or arise on account 
of the contractor’s work within the easement area. Further, any such 
contractor shall fully compensate the Grantor in the event any of Grantor’s 
real or personal property is negatively disturbed or damaged by the
contractor. The Grantee shall, at its election, pay the Grantor for the costs of repairing, restoring or replacing the disturbed land or property, or undertake the repairs and restorations, for any land or property damaged by Grantee's officers or employees. Repairs or restoration shall be to a condition as nearly as possible to the condition in which the land existed before the Grantee's disturbance or damage thereto. The Grantee shall restore disturbed grass with seed or patch only.

i. The Grantee may store equipment and materials within the Easement Areas while performing any construction, maintenance, repairs, surveying, testing or installation in said easements. Grantee will promptly remove all such stored items upon its completion of the authorized work.

j. The easements granted herein shall be non-exclusive to the Grantee, subject to the qualifications and limitations on the respective parties for any subsequent use of the Easement Areas contained herein and further subject to any applicable laws or ordinance requiring that the Improvements be isolated, separated or otherwise protected from other improvements, activities or structures.

3. The Grantor's retained rights and obligations shall be as follows:

a. Grantor shall have and retain all rights to the use, enjoyment and occupation of the aforesaid Easement Areas, including all obligations attendant thereto such as maintenance, as set forth below, and payment of real estate taxes, if any. Grantor may engage in any use provided that Grantor's acts do not adversely affect the intended purposes for which the Easement Areas or the Improvements therein, have been designed or are intended to serve.

b. Grantor shall not construct any structures or improvements on or within the Easement Areas nor shall the Grantor alter, change, destroy or modify the grading of the Easement Areas in any manner that would affect the designed and intended use of said Easement Areas without having first received prior written approval of the Grantee.

c. Grantor may use and, or, cross the easement areas in the routing of other utilities, so long as such activity does not interfere with the intended and, or, designed use and, purposes, of the improvements within the easement area. Grantor shall do no act that affects the lateral or sub-lateral support for the easement areas, improvements located thereon, or that interferes with the operation of said improvements. Grantor may grant such other easements, licenses, rights of access or other permission to third parties for the use of Grantor's property as it deems fit provided, however, no such subsequent use, or change in existing uses, shall be permitted to interfere with or burden the Easement Area(s) or Improvements located therein or hamper, frustrate or increase the Grantee's cost of performing maintenance and repairs.
4. The easement herein granted shall run with the land and shall be binding on all lessees, successors, heirs, devisees, and assigns of the Grantor and the Grantee. The Grantee shall record this easement grant at its sole expense.

5. The Grantor shall be responsible for the routine surface maintenance of Permanent Easement Area(s) during such times that the Grantee is not engaged in work within said easement area(s). This provision is not intended to create any new of different obligation on the part of the Grantor than those obligations the Grantor would normally have under the law but, instead, is intended to ensure that the Grantor adequately mows and cleans up his/her/its property such that the Easement Area(s) and Improvements may be utilized and function as intended, (e.g., inlets do not become clogged, swales do not become overgrown, etc.). In the event the Grantor fails to adequately perform routine surface maintenance of Permanent Easement Area(s) the Grantee shall give notice to the Grantor identifying the required (or deficient) work and allowing Grantor not less than thirty (30) days to complete or remedy the requested maintenance. If the Grantor fails to properly remedy the complained of condition(s) within thirty (30) days the Grantee has the right, but not the obligation, to undertake the requested maintenance and to bill the Grantor for Grantee’s expenses doing so.

6. Whenever any provision of this Easement Grant requires one party (the first party) to undertake any review or do any act or give its consent or approval to the other party (second party), the first party shall not unreasonably delay, withhold, condition or deny the act, review, consent or approval.
Dated this 24th day of MARCH, 2018.

IN WITNESS WHEREOF, the parties hereto have caused this easement to be executed on the date written above.

GRANTORS:

By: [Redacted]
Name: William M Lagro

By: [Redacted]
Name: Colleen A Lagro

STATE OF ILLINOIS  )
COUNTY OF DuPage ) Ss

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William A. Lagro personally known to me, to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary acts, for the uses and purposes therein set forth.

Given under my hand and official seal, this 24th day of MARCH, 2018.

Notary Public

My commission expires: 11/23/2021

GRANTEE: COUNTY OF DUPAGE

By: [Redacted]
Name: Daniel J. Cronin, Chairman
Title: DuPage County Board

Attest by: [Redacted]
Name: Paul Hinds
Title: County Clerk

*Excluding Structures*
Resolution

PW-R-0158-18

FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE HIGHLAND HILLS SANITARY DISTRICT, THE FLAGG CREEK WATER RECLAMATION DISTRICT AND THE COUNTY OF DUPAGE, ILLINOIS FOR REVIEW OF ACCOUNTS, AND OPERATIONS IN PREPARATION FOR DISSOLUTION

WHEREAS, the County of DuPage (hereinafter “COUNTY”), the Highland Hills Sanitary District, (hereinafter “HIGHLAND HILLS”), and the Flagg Creek Water Reclamation District, (hereinafter “FLAGG CREEK”), previously entered into an Intergovernmental Agreement (hereinafter the “AGREEMENT”) which provides, inter alia, for FLAGG CREEK’S and the COUNTY’S acquisition of HIGHLAND HILLS’ infrastructure; and

WHEREAS, the parties have since determined that it is necessary and prudent, and in their best interests, to amend the AGREEMENT in order to address new conditions and changed circumstances that have developed since its adoption; and

WHEREAS, the parties have agreed to amend the AGREEMENT as set forth in the attached FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE HIGHLAND HILLS SANITARY DISTRICT, THE FLAGG CREEK WATER RECLAMATION DISTRICT AND THE COUNTY OF DUPAGE, ILLINOIS; and

WHEREAS, the Public Works Committee of DuPage County Board has reviewed and recommends the County’s approval of the attached FIRST AMENDMENT.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached FIRST AMENDMENT between the COUNTY, HIGHLAND HILLS and FLAGG CREEK is hereby accepted and approved, and the Chairman of the DuPage County Board is hereby authorized and directed and executed the FIRST AMENDMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the Chairman of the DuPage County Board is hereby authorized and directed and executed, personally or through his designee and attorneys, such additional documents as necessary or prudent to effectuate the property transfers contemplated by such FIRST AMENDMENT; and

BE IT FURTHER RESOLVED that the County Clerk be directed to transmit certified copies of the this Resolution and the attached AGREEMENT to the Highland Hills Sanitary District, 566 13th Place, Lombard, Illinois 60148, Attn: James Worden; the Flagg Creek Water Reclamation District, 7001 N. Frontage Rd., Burr Ridge, Illinois 60527, ATTN: Thomas O'Connor; and Anthony Hayman/State’s Attorney’s Office

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

_________________________
DANIEL J. CRONIN, CHAIRMAN
Resolution

PW-R-0158-18

DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HIGHLAND HILLS SANITARY DISTRICT, THE FLAGG CREEK
WATER RECLAMATION DISTRICT AND THE COUNTY OF DUPAGE, ILLINOIS
FOR REVIEW OF ACCOUNTS, AND OPERATIONS IN PREPARATION FOR
DISSOLUTION

THIS FIRST AMENDMENT to an Intergovernmental Agreement is made and
entered into this _____ day of __________ 2018, by and between the Flagg Creek Water
Reclamation District, (hereinafter referred to as "FLAGG CREEK"), the Highland Hills
Sanitary District, (hereinafter referred to as "HIGHLAND HILLS"), and the County of
DuPage, Illinois, a body politic, (hereinafter referred to as the "COUNTY") (FLAGG
CREEK, HIGHLAND HILLS, and the COUNTY are herein sometimes referred to
individually as a “PARTY” and collectively as “PARTIES”).

WHEREAS, the County of DuPage (hereinafter “COUNTY”), the Highland Hills
Sanitary District, (hereinafter “HIGHLAND HILLS”), and the Flagg Creek Water
Reclamation District, (hereinafter “FLAGG CREEK”), previously entered into an
Intergovernmental Agreement (hereinafter the “AGREEMENT”) which provides, inter
alia, for FLAGG CREEK’S and the COUNTY’S acquisition of HIGHLAND HILLS’
infrastructure; and

WHEREAS, the parties have since determined that it is necessary and prudent,
and in their best interests, to amend the AGREEMENT in order to address new
conditions and changed circumstances that have developed since its adoption; and

WHEREAS, more specifically, there is presently a proceeding before the Illinois
Pollution Control Board involving HIGHLAND HILLS, which matter the parties had
anticipated being concluded prior to the due date for the exchange of records under this
AGREEMENT; and

WHEREAS, in order to preserve privileged attorney-client communications and,
or, the confidentiality of attorney work products, HIGHLAND HILLS has requested that
the AGREEMENT be amended to expressly exclude from the parties production of
governmental records any materials pertaining to pending administrative proceedings or
litigation whenever such disclosure might constitute a waiver of HIGHLAND HILLS’
attorney-client relationship; and

WHEREAS, the COUNTY has also subsequently determined that the
AGREEMENT’S provision for title transfer of the HIGHLAND HILLS’ water
distribution system needs to be amended to comply with third-party requirements which
were not known to the Parties at the time of the AGREEMENT’S execution.
NOW, THEREFORE, in consideration of the premises and mutual covenants contained herein, and in the spirit of intergovernmental cooperation, the COUNTY, the HIGHLAND HILLS and FLAGG CREEK agree as follows:

1.0 RECITALS INCORPORATED.

1.1 The foregoing recitals are incorporated herein by reference as though fully set forth herein.

2.0 AGREEMENT REMAIN IN EFFECT

2.1 This AGREEMENT remains in full force and effect except to the extent that the provisions of this FIRST AMENDMENT conflict with the terms of the AGREEMENT, in which case the provisions of this FIRST AMENDMENT shall control.

3.0 AMENDMENTS TO THE AGREEMENT

3.1 Paragraph 2.1.1 shall be amended to state as follows:

“2.1.1 Except as previously disclosed by prior written communication, HIGHLAND HILLS has not received notice of any environmental, health, zoning, building code or other violation or pending special assessment, condemnation, rezoning, or annexation from any governmental body. In the event HIGHLAND HILLS subsequently receives notice of any of the foregoing matters, HIGHLAND HILLS shall notify the COUNTY and FLAGG CREEK of such matter(s) within three (3) business days.”

3.2 Paragraph 2.2 shall be amended to state as follows:

“2.2 Within thirty (30) days of the Effective Date of this Agreement First Amendment, and excepting any materials related to a pending matter which has been deemed to be an attorney/client communication and, or, attorney work product by the attorneys for HIGHLAND HILLS shall not be subject to production, HIGHLAND HILLS endeavors to provide the COUNTY and FLAGG CREEK with copies of, or otherwise make available to those parties for copying, the following materials, provided such materials are in the possession of HIGHLAND HILLS’ officials, officers, employees, agents or contractors:”

3.3 Paragraph 2.2.3 shall be amended to state as follows:

“2.2.3 Records pertaining to any liabilities and obligations of HIGHLAND HILLS, including but not limited to any flooding or
sewer back-up incident reports, suits, claims, demands, grievances, liens, lien notices, lien waivers, outstanding contracts, closed contracts for goods or services executed within the past ten (10) years, bills and invoices for any goods or services received or obtained by HIGHLAND HILLS during the past two (2) years, payroll and benefits records for all HIGHLAND HILLS’ employees, any pending court actions, and any court actions closed within the prior five years; and”

3.4 Paragraph 3.5 shall be amended by adding a new Paragraph 3.5.1 immediately thereafter. Paragraph 3.5.1 shall state as follows:

“3.5.1 In the event the County elects to transition the HIGHLAND HILLS water system from well water to Lake Michigan water; but following the issuance of all regulatory and governmental approvals, and prior to the Service Transition Date, upon the COUNTY’S written request HIGHLAND HILLS shall convey, transfer, deliver and assign all of HIGHLAND HILLS’ rights, title, ownership and interest in and to the Assets and Improvements to HIGHLAND HILLS’ Water system (hereafter the “Water System Transfer”). The Water System Transfer shall not include the transfer of ownership of real estate unless the COUNTY and HIGHLAND HILLS agree to the contrary. By April 1, 2018, HIGHLAND HILLS shall execute and deliver to the COUNTY a Bill of Sale, an Assignment of Property Interests and Access Rights in substantially the same form attached hereto as Exhibits A (Bill of Sale) and B (Assignment), and such additional documents as those Parties may deem necessary or prudent. Such documents may, or may not, include reverter language consistent with Paragraph 3.5.2 below, but the inclusion or exclusion of such provision shall not limit or restrict the COUNTY’S ability to cause a reversion of the Water System Transfer on account of a triggering event identified in Paragraph 3.5.2 below.”

3.5 Paragraph 3.5 shall be further amended to include a new Paragraph 3.5.2 immediately following the new Paragraph 3.5.1. Paragraph 3.5.2 shall state as follows:

“3.5.2 At the election of the COUNTY, the Water System Transfer shall be subject to a reversion of the transferred rights, title, ownership and interest back to HIGHLAND HILLS in the event of any of the following occurrences: i) any subsequent amendment to Federal or State law, or the DuPage Water Commission’s Charter or rules, which operate to prohibit the COUNTY from providing Lake Michigan-supplied water to that Water system; or ii) HIGHLAND
HILLS has not dissolved as a governmental unit eighteen (18) months following the effective date of the Water System Transfer.”

3.6 Paragraph 3.6 shall be amended to read as follows:

“3.6 Concurrently with the Service Transition Date, HIGHLAND HILLS’ governing board shall adopt, by ordinance, a rate and fee schedule for potable water and sanitary sewer services matching the rates and fees charged by the COUNTY and FLAGG CREEK for such services, which rates and fees shall be effective on the date of Lake Michigan service transition. Such rates and fees for sanitary sewer service shall also include a capital recovery charge of $12.80 bi-monthly per bill charge, and the capital recovery charge will be billed until the costs of correction of deficiencies, capital improvements, and emergency work to the Sanitary Sewer System have been fully recaptured. A copy of said resolution shall be distributed to the other Parties and each of HIGHLAND HILLS’ customers. The COUNTY may retain the capital recovery charge and utilize proceeds therefrom to undertake maintenance, repairs and capital improvements to the HIGHLAND HILLS sanitary sewer system, but upon said sanitary sewer system’s transfer to FLAGG CREEK, the COUNTY shall turnover any unexpended funds to FLAGG CREEK.

3.7 Paragraph 3.7.1 shall be amended to state as follows:

“3.7.1 HIGHLAND HILLS shall make application, as required under Illinois law, to archive all crucial records and to dispose of any remaining records. This shall be completed in coordination with the COUNTY and FLAGG CREEK. Notwithstanding the foregoing to the contrary, any records relating to any matters currently pending before a court or administrative agency, board or commission, the records shall be maintained and not destroyed prior to five years from the termination of the litigation.”

3.8 Paragraph 3.7 shall be further amended to include a new Paragraph 3.7.6 immediately following Paragraph 3.7.5. Paragraph 3.7.6 shall state as follows:

“3.7.6 HIGHLAND HILLS shall assign and transfer all interest and rights of collection of its water service accounts receivables (including delinquent billings), liens for unpaid water service properly recorded against delinquent service addresses to the
COUNTY and shall promptly turnover any such monies subsequently paid or collected. At FLAGG CREEK’S request, HIGHLAND HILLS shall further assign and transfer all interest and rights of collection of its sanitary sewer service accounts receivables (including delinquent billings), liens for unpaid sanitary sewer service properly recorded against delinquent service addresses to FLAGG CREEK and, in the event of such assignment, shall thereafter promptly turnover any such monies subsequently paid or collected.”

3.9 Paragraph 3.9 shall be amended to state as follows:

“3.9 Prior to its dissolution, HIGHLAND HILLS shall settle, or otherwise permanently dispose of, all litigation, administrative proceedings and claims involving that Party, including specifically all tax rate objection cases, though the COUNTY may waive this requirement as to any or all matters then pending. This resolution of tax rate objection cases shall be coordinated with the DuPage County States Attorney.”

3.10 A new Paragraph 4.6 shall be added stating as follows:

“4.6 Notwithstanding the language of Paragraph 4.4 of this Agreement, the COUNTY shall assume and bear all liability relating to and arising out of the operations of the Water system following the Water System Transfer, except as modified by Paragraph 3.6, of this Agreement. The COUNTY does not assume or accept any liabilities related to the Water system arising or existing prior to the Water System Transfer. The COUNTY, FLAGG CREEK and HIGHLAND HILLS agree that the COUNTY will terminate water service for non-payment of HIGHLAND HILLS’, or FLAGG CREEK’S, sanitary service charges following the Water System Transfer subject to those parties entering into a separate shut-off agreement.

3.11 Paragraph 5.2 shall be amended to state as follows:

“5.2 After the COUNTY has completed its installations and/or replacements of meters for HIGHLAND HILLS’ customer, COUNTY-collected meter readings shall be promptly transmitted to both HIGHLAND HILLS and FLAGG CREEK in an agreed upon electronic format. HIGHLAND HILLS shall issue billings for its sanitary sewer customers using COUNTY-supplied meter-reading data until the Dissolution Date, unless an earlier billing transfer date is agreed upon by HIGHLAND HILLS and FLAGG CREEK. FLAGG CREEK shall immediately inform the COUNTY
and HIGHLAND HILLS in the event of any apparent discrepancy or error with said billings."
IN WITNESS WHEREOF, the Parties set their hands and seals as of the date first written above.

HIGHLAND HILLS SANITARY DISTRICT

By: ________________________
    James Worden
    President

Attest

By: ________________________
    Name:
    Title:

FLAGG CREEK WATER RECLAMATION DISTRICT

By: ________________________
    Thomas O’Connor
    Executive Director

Attest

By: ________________________
    Thomas J. Walsh
    Trustee Clerk

COUNTY of DUPAGE

By: ________________________
    Daniel Cronin
    County Board Chairman

Attest

By: ________________________
    Name:
    Title:

Attachment: HH Amend (PW-R-0158-18 : Highland Hills Amendment)
AWARDING RESOLUTION TO
FAIRBANKS MORSE ENGINE DIVISION FOR
PARTS, LABOR AND MAINTENANCE ON
AN AS NEEDED BASIS TO REPAIR AND PROVIDE YEARLY
MAINTENANCE ON THE ENGINE GENERATOR
AT THE WOODRIDGE GREENE VALLEY TREATMENT FACILITY
($150,000.00)

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 Fairbanks Morse Engine Division, for parts, labor and maintenance on an as needed basis to repair and provide yearly maintenance on the engine generator at the Woodridge Greene Valley Wastewater Treatment Facility, for a four-year period of April 1, 2018 through March 31, 2022, for the Public Works Department.

NOW, THEREFORE BE IT RESOLVED, that County contract covering said, for parts, labor and maintenance on an as needed basis to repair and provide yearly maintenance on the engine generator at the Woodridge Greene Valley Treatment Facility, for a four-year period of April 1, 2018 through March 31, 2022, for the Public Works Division, be and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Fairbanks Morse Engine Division, 701 White Avenue, Beloit, WI 53571, for a total contract amount of $150,000.00, per 55 ILCS 5/5-1022 "Competitive Bids" (c) not suitable for competitive bids - Sole Source

Enacted and approved this 8th day of May, 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.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
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<tr>
<td>April 18, 2018</td>
<td>$150,000.00</td>
<td>APRIL 1, 2018 THROUGH MARCH 31, 2022</td>
<td>PUBLIC WORKS</td>
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SOLICITATION METHOD FOR SOURCE SELECTION

No Decision Memo Required  Sole Source - Attach Sole Source Justification

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<tr>
<th>Name</th>
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<tr>
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<td>04/18/2018 10:46 AM</td>
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<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>04/20/2018 2:12 PM</td>
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<td>Kathy Ostrowski</td>
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<tr>
<td>James McGuire</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>04/26/2018 9:19 AM</td>
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<tr>
<td>Public Works Committee</td>
<td>Completed</td>
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<tr>
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<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
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## Procurement Review Checklist

### Procurement Services Division

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

---

<table>
<thead>
<tr>
<th>Vendor: Fairbanks Morse Engine</th>
<th>Vendor #: 11095</th>
<th>Contract: April 1, 2018 through March 31, 2022</th>
<th>Contract Total: $150,000.00</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Dept: Public Works</th>
<th>Contact: Sean Reese</th>
<th>Phone: 630-985-7400</th>
<th>Assigned Committee: Public Works</th>
</tr>
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</table>

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

Parts and labor on an as needed basis to repair and provide yearly maintenance on the engine generator at the Woodridge Greene Valley Facility from 4/1/18 through 3/31/22 in the amount of $150,000.

### Reason for Procurement

Corrective and preventative maintenance is needed to maintain the operations of the engine generator. Fairbanks Morse is the manufacturer of the engine generator and their expertise and assistance is needed from time to time to assist Public Works maintenance staff with repair and maintenance of the generator.

---

### FUNDING SOURCE

- Procurement budgeted for (FY and budget code(s)): 2000-2555-52250 / 2000-2555-53300

---

### DECISION MEMO NOT REQUIRED

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

---

### DECISION MEMO REQUIRED

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS52S)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (Include Evaluation Summary if applicable)
- RENEWAL OF RFP # ________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

---

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

<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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<tr>
<td>[Signature]</td>
<td>4/16/2018</td>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
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<th>Procurement Officer</th>
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<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td>4/25-18</td>
<td>(Decision Memos Over $25,000)</td>
<td></td>
</tr>
</tbody>
</table>
# Justification for Sole Source

**Requisition #** 18213024  
**Department** Public Works  
**Manufacturer** Fairbanks Morse Engine  
**Product #** N/A

## Describe Item Being Justified and Its Function:

As needed repair and maintenance of the engine generator at the Woodridge Greene Valley Facility.

## This is a Sole Source Because Vendor Is:

- [x] sole provider of a licensed or patented good or service
- [x] sole provider of factory-authorized warranty service
- [x] the manufacturer (please detail below or attach information regarding why only this manufacturer's product can be used)

## Requested Source Contact

<table>
<thead>
<tr>
<th>Requested Source</th>
<th>Contact</th>
<th>Phone</th>
<th>Website</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairbanks Morse Engine</td>
<td>Misty Vetterli</td>
<td>608-364-8062</td>
<td><a href="http://www.fairbanksmorse.com">www.fairbanksmorse.com</a></td>
</tr>
</tbody>
</table>

## What Necessary and Unique Features Does This Vendor’s Product or Service Provide Which Are Not Available From Other Vendors? (Please be specific)

Fairbanks Morse Engine is the manufacturer and maintains O&M, spare parts inventory, technical manuals and specifications to maintain and repair the engine generator. No other vendors are able to service or supply required parts for a Fairbanks Morse engine.

## Has the Market Been Tested Lately (Last 12 Months) on the Applicability of Sole Source? (If not, why not?)

No. Fairbanks Morse Engine is the only source known to provide the components and service at this time.

## What Steps Were Taken to Verify That These Features Are Not Available Elsewhere? Were Other Brands/Manufacturers Examined? (Please list other products or services examined – Include names & phone numbers of people contacted)

None. Fairbanks Morse is the only source known to provide the components and service at this time.
April 4, 2018

DuPage County Public Works
7900 South Route 53
Woodridge Greene Valley WWTP
Woodridge, IL 60517

Subject: Fairbanks Morse purchase order for parts and service

All Parties,

Please be advised that Fairbanks Morse, LLC, an EnPro Industries company located in Beloit, WI is the Original Equipment Manufacturer (OEM) of the 6 cylinder, Model 38 ETDD 8 1/8 Fairbanks Morse Enviro-Design generator set rated 1580 Kw for power generation at the Greene Valley Waste Water Treatment Plant.

Fairbanks Morse LLC is the only authorized manufacturer of component parts for the aforementioned engine, as well as being the only authorized service provider for maintenance and/or repairs to the same.

Please feel free to contact me at your convenience if you have questions or concerns

Best regards,

Gary Bennett
Sr. Service Supervisor
Central Region Service
## Purchase Requisition

### Purchase Requisition

**Procurement Services Division**

**Date:** Apr 15, 2018

**MinuteTraq (IQM2) ID #:** 12248

**Department Req #:** 18213

**RFP, Bid or Quote #:**

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Fairbanks Morse Engine</th>
<th>Vendor #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Misty Vetterli</td>
<td>Email: <a href="mailto:Misty.Vetterli@fairbanksmorse.com">Misty.Vetterli@fairbanksmorse.com</a></td>
</tr>
<tr>
<td>Address: 701 White Avenue</td>
<td>City: Beloit</td>
</tr>
<tr>
<td>State: WI</td>
<td>Zip: 53511</td>
</tr>
<tr>
<td>Phone: 608-364-8062</td>
<td>Fax: 608-364-8151</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</td>
<td>Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 7900 S. Route 53</td>
<td>City: Woodridge</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip: 60517</td>
</tr>
<tr>
<td>Phone: 630-985-7400</td>
<td>Fax: 630-985-4802</td>
</tr>
</tbody>
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### 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>City:</td>
</tr>
<tr>
<td>State: IL</td>
<td>Zip:</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Payment Terms</th>
<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>Destination</td>
<td>Amy Arlowe</td>
<td></td>
</tr>
</tbody>
</table>

**Use for:**

- Contract Administrator
- PO25 only

**Contract Start Date:** Apr 1, 2018

**Contract End Date:** Mar 31, 2022

---

### LN  Qty  UOM  Item Detail (Product #)  Description  FY  Dept #  Acctg Unit  Acct #  Sub-Accts and/or Activity #  Unit Price  Extension

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>Parts and labor on an as needed basis to repair the engine generator at the Woodridge Greene Valley Facility for the period 4/1/18 through 3/31/22.</td>
<td>2000</td>
<td>2555</td>
<td>52250</td>
<td></td>
<td></td>
<td>60,000.00</td>
<td>60,000</td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td></td>
<td></td>
<td>2000</td>
<td>2555</td>
<td>53300</td>
<td></td>
<td></td>
<td>90,000.00</td>
<td>90,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $150,000

---

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):

---

**Attachment:** Faribanks Morse - Requisition (PW-P-0139-18 : PW Fairbanks Morse Engine)
Required Vendor Ethics Disclosure Statement

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

Date: Apr 4, 2018

Bid/Contract/PO #: __________

<table>
<thead>
<tr>
<th>Company Name: Fairbanks Morse, LLC</th>
<th>Company Contact: Gary Bennett</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 800-499-3533, ext. 114, or 713-896-9455, ext. 114</td>
<td>Contact Email: <a href="mailto:gary.bennett@fairbanksmorse.com">gary.bennett@fairbanksmorse.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: ________________________

Printed Name: GARY BENNETT

Title: SR. SERVICE SUPERVISOR, CENTRAL REGION

Date: Apr 4, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
RATIFICATION OF EMERGENCY CONTRACT
ISSUED TO SERVICEMASTER DSI FOR
EMERGENCY RESTORATION SERVICES
DUE TO SEWER BACK-UPS
(CONTRACT TOTAL AMOUNT $39,936.11)

WHEREAS, on DuPage County Public Works Department responded to a sewer backup on Honeysuckle Rose in Willowbrook. While performing maintenance to alleviate the back-up, two residential homes incurred severe wastewater damage directly related to the maintenance activity; and

WHEREAS, due to the critical nature of removing this sewage in a timely manner, ServiceMaster was authorized to clean and sanitize the two residences; and

WHEREAS, on March 16, 2018, DuPage County Chief of Staff, and Public Works Committee Chairman authorized an emergency procurement to clean and sanitize these residences due to the public health and safety of the residents, in accordance with the DuPage County Procurement Code, Section 2-300.4-106.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said emergency procurement to clean and sanitize these residences due to the public health and safety of the residents, for Public Works, be, and it hereby approved for issuance of a Contract Purchase Order by the Procurement Division to ServiceMaster DSI, 2400 Wisconsin Avenue, Downers Grove, IL 60515, for a total contract amount not to exceed thirty-nine thousand nine hundred and thirty six dollars and 11/100 cents ($39,936.11).

Enacted and approved this 8th day of May, 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 25, 2018</td>
<td>$39,936.11</td>
<td>N/A</td>
<td>PUBLIC WORKS</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Radification of Emergency Procurement

- Angela Bendinelli: Completed 04/25/2018 1:52 PM
- Nick Kottmeyer: Completed 04/25/2018 2:13 PM
- Kathy Ostrowski: Completed 04/25/2018 2:39 PM
- James McGuire: Completed 04/26/2018 10:30 AM
- Paul Rafac: Completed 04/26/2018 3:59 PM
- Tom Cuculich: Completed 04/26/2018 4:02 PM
- Kathy Ostrowski: Completed 04/26/2018 4:17 PM
- Public Works Committee: Completed 05/01/2018 9:15 AM
- Finance Committee: Pending 05/08/2018 8:00 AM
- County Board: Pending 05/08/2018 10:00 AM
Procurement Review Checklist

Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Apr 19, 2018
MinuteTraq (IQM2) ID #: 12563

Vendor: ServiceMaster DSI
Vendor #: N/A
Contract Term: N/A
Contract Total: $39,936.11
Dept: Public Works
Contact: Sean Reese
Phone: 630-985-7400
Assigned Committee: Public Works

Description of Procurement/Scope of Work/Background
Emergency restoration services for two condominium units at 16W615 Honeysuckle Rose in Willowbrook due to sewer back-ups in the amount of $39,936.11

Reason for Procurement
On March 14, 2018 Public Works staff investigated a sewer backup in which the County flushing truck was used to relieve the blockage. During the course of flushing, two condominium units at 16W615 Honeysuckle Rose in Willowbrook experienced severe backups into their homes. Since the back-ups occurred due to the flushing, ServiceMaster was called to assess the damage and clean-up measures. Due to the critical nature of removing this sewage in a timely manner for the residents, ServiceMaster was authorized to clean and sanitize these residences.

FUNDING SOURCE
☒ Procurement budgeted for (FY and budget code(s)): 2000-2555-53830
☐ Budget Transfer (Date) Add'l Information

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

DECISION MEMO REQUIRED
☐ Cooperative Procurement (DPC-4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # __________________________ (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # __________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ 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 # Emergency Procurement

PREPARED BY AND APPROVAL(S) (Initials Only)

Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer Date Procurement Officer Date
Chief Financial Officer Date Chairman's Office Date

FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER

Packet Pg. 444
Recap by Room

**Estimate: 01-05380-CON**

<table>
<thead>
<tr>
<th>Area: Unit G</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td>4,135.40</td>
<td>22.44%</td>
</tr>
<tr>
<td>Bathroom</td>
<td>1,534.95</td>
<td>8.33%</td>
</tr>
<tr>
<td>LR/DR</td>
<td>1,930.06</td>
<td>10.47%</td>
</tr>
<tr>
<td>Stairs</td>
<td>480.09</td>
<td>2.60%</td>
</tr>
<tr>
<td>Basement</td>
<td>1,980.66</td>
<td>10.75%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>10,061.16</strong></td>
<td><strong>54.58%</strong></td>
</tr>
</tbody>
</table>

**Area: Unit II**

<table>
<thead>
<tr>
<th>Area</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Kitchen</td>
<td>4,135.40</td>
<td>22.44%</td>
</tr>
<tr>
<td>Stairs</td>
<td>480.09</td>
<td>2.60%</td>
</tr>
<tr>
<td>LR/DR</td>
<td>1,092.73</td>
<td>5.93%</td>
</tr>
<tr>
<td>Bathroom</td>
<td>1,092.73</td>
<td>5.93%</td>
</tr>
<tr>
<td>Basement</td>
<td>596.73</td>
<td>3.24%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>8,235.01</strong></td>
<td><strong>44.68%</strong></td>
</tr>
</tbody>
</table>

**Labor Minimums Applied**

<table>
<thead>
<tr>
<th>Area Subtotal: Unit II</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>136.27</td>
</tr>
</tbody>
</table>

**Subtotal of Areas**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>18,432.44</td>
</tr>
</tbody>
</table>

01-05380-CON

3/15/2018
# Recap by Category

<table>
<thead>
<tr>
<th>O&amp;P Items</th>
<th>Total</th>
<th>%</th>
</tr>
</thead>
<tbody>
<tr>
<td>APPLIANCES</td>
<td>747.60</td>
<td>3.28%</td>
</tr>
<tr>
<td>CABINETRY</td>
<td>3,960.58</td>
<td>17.37%</td>
</tr>
<tr>
<td>CLEANING</td>
<td>417.34</td>
<td>1.83%</td>
</tr>
<tr>
<td>CONTENT MANIPULATION</td>
<td>378.00</td>
<td>1.66%</td>
</tr>
<tr>
<td>DRYWALL</td>
<td>1,266.93</td>
<td>5.56%</td>
</tr>
<tr>
<td>FLOOR COVERING - CARPET</td>
<td>4,115.88</td>
<td>18.05%</td>
</tr>
<tr>
<td>FLOOR COVERING - CERAMIC TILE</td>
<td>522.27</td>
<td>2.29%</td>
</tr>
<tr>
<td>FLOOR COVERING - VINYL</td>
<td>1,401.26</td>
<td>6.15%</td>
</tr>
<tr>
<td>FINISH CARPENTRY / TRIMWORK</td>
<td>411.82</td>
<td>1.81%</td>
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<td>INSULATION</td>
<td>227.57</td>
<td>1.00%</td>
</tr>
<tr>
<td>PLUMBING</td>
<td>722.16</td>
<td>3.17%</td>
</tr>
<tr>
<td>PAINTING</td>
<td>4,261.03</td>
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</tr>
</tbody>
</table>

O&P Items Subtotal: 18,432.44 80.84%
Material Sales Tax: 568.24 2.49%
Overhead: 1,900.14 8.33%
Profit: 1,900.14 8.33%

Total: 22,800.96 100.00%
<table>
<thead>
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<th>Area</th>
<th>Unit G</th>
<th>Kitchen</th>
<th>Coverage: Dwelling</th>
<th>1,767.76</th>
<th>15.96%</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Coverage: Contents</td>
<td>0.78%</td>
<td>1,753.91</td>
<td>13.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bathroom</td>
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<td>100.00%</td>
<td>569.35</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Coverage: Dwelling</td>
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<td>1,098.53</td>
</tr>
<tr>
<td></td>
<td></td>
<td>LR/DR</td>
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<td>100.00%</td>
<td>389.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stairs</td>
<td>Coverage: Dwelling</td>
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<td>389.29</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basement</td>
<td>Coverage: Dwelling</td>
<td>100.00%</td>
<td>1,155.98</td>
</tr>
<tr>
<td>Area Subtotal: Unit G</td>
<td></td>
<td></td>
<td></td>
<td>4,980.91</td>
<td>44.96%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Dwelling</td>
<td>99.72%</td>
<td>4,967.06</td>
<td>13.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Contents</td>
<td>0.28%</td>
<td>1,753.91</td>
<td>13.85</td>
</tr>
<tr>
<td>Area</td>
<td>Unit H</td>
<td>Kitchen</td>
<td>Coverage: Dwelling</td>
<td>1,767.76</td>
<td>15.96%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Contents</td>
<td>0.78%</td>
<td>1,753.91</td>
<td>13.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Stairs</td>
<td>Coverage: Dwelling</td>
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<td>150.30</td>
</tr>
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<td></td>
<td>LR/DR</td>
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<td>100.00%</td>
<td>1,138.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Bathroom</td>
<td>Coverage: Dwelling</td>
<td>100.00%</td>
<td>2,471.22</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Basement</td>
<td>Coverage: Dwelling</td>
<td>100.00%</td>
<td>261.23</td>
</tr>
<tr>
<td>Area Subtotal: Unit H</td>
<td></td>
<td></td>
<td></td>
<td>5,789.36</td>
<td>52.26%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Dwelling</td>
<td>99.76%</td>
<td>5,775.51</td>
<td>13.85</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Contents</td>
<td>0.24%</td>
<td>307.16</td>
<td>2.77%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Miscellaneous</td>
<td>Coverage: Dwelling</td>
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<td>307.16</td>
</tr>
<tr>
<td>Subtotal of Areas</td>
<td></td>
<td></td>
<td></td>
<td>11,077.43</td>
<td>100.00%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Dwelling</td>
<td>99.75%</td>
<td>11,049.73</td>
<td>27.70</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Coverage: Contents</td>
<td>0.25%</td>
<td>27.70</td>
<td>2.77%</td>
</tr>
</tbody>
</table>

01-05380-WTR 3/15/2018 Page: 15
ServiceMaster Restoration by DSI

2400 Wisconsin Ave
Downers Grove IL 60515
P: 800-954-9444 F:630-437-5591
TIN: 36-3711293

Total 11,077.43 100.00%

01-05380-WTR 3/15/2018 Page: 16
**Purchase Requisition**

**Procurement Services Division**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: ServiceMaster DSI</th>
<th>Vendor #:</th>
<th>厂商</th>
<th>Dept: DuPage County Public Works</th>
<th>Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn:</td>
<td>Email:</td>
<td></td>
<td>Attn: Accounts Payable Email: <a href="mailto:pwaccountspayable@dupageco.org">pwaccountspayable@dupageco.org</a></td>
<td></td>
</tr>
<tr>
<td>Phone: 800-954-9444</td>
<td>Fax:</td>
<td></td>
<td>Phone: 630-985-7400 Fax: 630-985-4802</td>
<td></td>
</tr>
</tbody>
</table>

**Send Invoices To:**

<table>
<thead>
<tr>
<th>Send Payments To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: SAME</td>
<td>Vendor #:</td>
</tr>
<tr>
<td>Attn: Email:</td>
<td>Attn: Email:</td>
</tr>
<tr>
<td>Address: State: IL Zip:</td>
<td>Address: State: IL Zip:</td>
</tr>
<tr>
<td>Phone: Fax:</td>
<td>Phone: Fax:</td>
</tr>
</tbody>
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<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acctg Unit** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Emergency restoration services at 16W615 HoneySuckle Rose, Buildings 24, Unit G &amp; H in Willowbrook</td>
<td>2000</td>
<td>2555</td>
<td>53830</td>
<td></td>
<td></td>
<td>39,936.11</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $39,936.11

**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):
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 control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g., cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows: if information changes, within five (5) days of change, or prior to county action, whichever is sooner; 30 days prior to the optional renewal of any contract; at annual 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.gov/CountyBoard/Policies/

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

**AUTHORIZED SIGNATURE**

---

**SIGNATURE ON FILE**

Printed Name: Chris Veldman

Title: CFO

Date: 4/18/2018

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

This form must be notarized and filed with the Procurement Officer by the close of business on the next business day following the emergency.

Department: Public Works
Vendor: ServiceMaster DSI

Contact: Sean Reese
Vendor ERP #: 

Address: 7600 S. Route 63
Contact: John Santiago

Room: 
Address: 2400 Wisconsin Avenue

City, ST Zip: Woodridge, IL 60517
City, ST Zip: Downers Grove, IL 60515

Phone: 630-985-7400
Phone: 630-984-6444

Fax: 630-985-4802
Fax: 

Email: Sean.Reese@dupoedgeco.org
Email: 

State of Illinois: SS
County of DuPage: 

I, Nick Kottmeyer, being sworn, solemnly affirm that:

☐ I am Director of the DuPage County Public Works Department

☐ I have authorized the expenditure of funds for an emergency. This expenditure is justified as:

☑ An emergency involving public health.
☐ An emergency involving public safety.
☐ Necessary to protect County property from further loss or damage.
☐ Necessary to prevent or minimize serious disruption in County services.
☐ Necessary to insure integrity of County records.

☐ The condition and circumstances requiring this emergency expenditure are:

On March 14, 2018 Public Works staff investigated a sewer backup in which the County flusher truck was used to relieve the blockage. During the course of flushing, two condominium units at 16–515 Honeysuckle in Willowbrook experienced severe backups into their homes. Since the back-ups occurred due to the flushing, ServiceMaster was called to assess the damage and clean-up measures. Due to the critical nature of removing this sewage in a timely manner for the residents, ServiceMaster was authorized to clean and sanitize these residences.

☑ Indicate impact if not done as an emergency procurement:

Not having these homes cleaned correctly and in a timely manner would result in long term unsanitary living conditions for these residents.

☐ That the amount of this expenditure is $39,936.11
☐ Actual or ☐ Estimated

(If an estimated cost is provided, the actual cost must be provided to the Procurement Officer as soon as it is known.)

☑ County Board Chairman's approval (If approval was obtained via email, please attach a copy of email):

Date: 3/16/18 per Tom Cuculich Time: 04:20 PM

☑ Parent Committee Chair Notification (If notification was via email, please attach a copy of email):

Date: 3/16/18 Time: 04:07 PM

✔ This affidavit is made pursuant to and in fulfillment of the emergency procurement affidavit provisions of the DuPage County Procurement Ordinance OFI-005F-99.

I know and understand the contents of this affidavit, and all statements herein are true and correct.

Signature on file

Signature of Affiant

Subscribed and sworn before me this 24th day of April, 2018

Notary Public

My Commission expires: 07/18/20

Reviewed:

Procurement Officer

Packet Pg. 451
AWARDING RESOLUTION
ISSUED TO BOELTER, LLC
TO PROVIDE THE REPLACEMENT OF THE DISH MACHINE AT THE JAIL
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $117,826.95)

WHEREAS, bids have been taken and processed 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 Boelter, LLC, to provide the replacement of the dish machine at the Jail, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide the replacement of the dish machine at the Jail, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Boelter, LLC, N22 W23685 Ridgeview Parkway West, Waukesha, WI 53188-1013, for a total contract amount not to exceed $117,826.95, per lowest responsible bid #18-077-GV.

Enacted and approved this 8th day of May, 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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 17, 2018</td>
<td>$117,826.95</td>
<td>THROUGH NOVEMBER 30, 2018</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Completed</td>
<td>04/17/2018 4:35 PM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>Completed</td>
<td>04/18/2018 9:55 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>04/18/2018 10:01 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/20/2018 4:12 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/23/2018 11:23 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/25/2018 9:26 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/26/2018 9:27 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Completed</td>
<td>05/01/2018 9:15 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
<th>Vendor: Boelter, LLC</th>
<th>Contract Term: through 11/30/18</th>
<th>Contract Total: $117,826.95</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 23412</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Mark Thomas</td>
<td>Phone: 630-816-2979</td>
</tr>
<tr>
<td>Assigned PW 5/1/18</td>
<td>Committee: CB 5/6/18</td>
<td></td>
</tr>
</tbody>
</table>

### Description of Procurement

**Recommendation for the approval of a contract purchase order to provide the replacement of the dish machine at the Jail, for a total contract amount not to exceed $117,826.95.**

### Reason for Procurement

Existing dish machine is old and is frequently in need of repair and or parts. Replacing parts to keep unit operational will soon exceed replacement cost.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 6000-1220-54110
- [ ] Budget Transfer (Date) __________ Add'l Information

### DECISION MEMO NOT REQUIRED

- [x] LOWEST RESPONSIBLE QUOTE # or BID # 18-077-GV (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [ ] RENEWAL Enter Bid # ___________ □ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 □ Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ___________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] 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>
</tr>
</thead>
</table>

LG
Apr 17, 2018

---

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/23/18</td>
<td></td>
<td>4-23-18</td>
</tr>
</tbody>
</table>

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

---

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 454

Rev 1.8
BID #18-077-GV
JAIL DISH MACHINE REPLACEMENT
BID OPENING DATE: APRIL 11, 2018
1:00 P.M.

<table>
<thead>
<tr>
<th>RESPONSIBLE BIDS</th>
<th>BID AMOUNT</th>
<th>10% CONTINGENCY</th>
<th>TOTAL</th>
<th>ALTERNATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>GREAT LAKES WEST</td>
<td>$155,679.00</td>
<td>$15,567.90*</td>
<td>$171,246.90*</td>
<td>NO BID</td>
</tr>
<tr>
<td>BHS FOOD SERVICE SOLUTIONS</td>
<td>$115,900.31</td>
<td>$11,590.03</td>
<td>$127,490.34</td>
<td>NO BID</td>
</tr>
<tr>
<td>BOELTER, LLC</td>
<td>$107,115.41</td>
<td>$10,711.54</td>
<td>$117,826.95</td>
<td>NO BID</td>
</tr>
</tbody>
</table>

*CORRECTED TOTALS

NON-RESPONSIBLE BIDS:

NO BID RESPONSES:

BID OPENING ATTENDED BY:

Glenda Vasak, DuPage County Buyer
Catlyn Hicks, Division Assistant

INVITATIONS SENT: 15  POTENTIAL BIDDERS REQUESTING BID DOCUMENTS: 12  TOTAL BID RESPONSES RECEIVED: 3
**Purchase Requisition**

Procurement Services Division

**Send Purchase Order To:**
- **Vendor:** Boelter, LLC
  - **Vendor #:** [Blank]
- **Attn:** John Glavanovits
  - **Email:** jglavanovits@boelter.com
- **Address:** N22 W23685 Ridgeview Parkway West
  - **City:** Waukesha
  - **State:** WI
  - **Zip:** 53188-1013
  - **Phone:** 244-315-7747
  - **Fax:** 847-675-0507

**Send Invoices To:**
- **Dept:** Facilities Management
- **Attn:** Tim Harbaugh
  - **Email:** laura.grobe@dupageco.org
- **Address:** 421 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
  - **Phone:** 630-407-5700
  - **Fax:** 630-407-5701

**Send Payments To:**
- **Vendor:** [Blank]
  - **Vendor #:** [Blank]
- **Attn:** [Blank]
  - **Email:** [Blank]
- **Address:** [Blank]
  - **City:** [Blank]
  - **State:** [Blank]
  - **Zip:** [Blank]
  - **Phone:** [Blank]
  - **Fax:** [Blank]

**Ship To:**
- **Dept:** Facilities Management
- **Attn:** Mark Thomas
  - **Email:** mark.thomas@dupageco.org
- **Address:** 424 N. County Farm Road
  - **City:** Wheaton
  - **State:** IL
  - **Zip:** 60187
  - **Phone:** 630-816-2979
  - **Fax:** 630-816-2979

**Payment Terms**
- **F.O.B.** [Blank]
- **PO 20 Delivery Date** [Blank]
- **Requisitioner** Laura Grobe

**Use for PO25 only**
- **Contract Administrator** Laura Grobe
- **Contract Start Date** Nov 30, 2018
- **Contract End Date** [Blank]

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Jail Dish Machine Replacement</td>
<td>6000</td>
<td>1220</td>
<td>54110</td>
<td>117,826.95</td>
<td>117,826</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Requisition Total:** $117,826

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

Provide the replacement of the dish machine at the Jail.

**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):

PW 5/1/18, CB 5/8/18 Job #1801929
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: Boelter, LLC
Contact Phone: 224-515-7747
Company Contact: Jovannita.Boelter@co.lc
Contact Email: Jovannita.Boelter@co.lc

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 order 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.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
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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.

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>x</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: Signature on file
Printed Name: MEGHANN CHEVREY
Title: CONTRACT MANAGER
Date: 4/10/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page of (total number of pages)
AWARDING RESOLUTION
ISSUED TO INTERBORO PACKAGING CORPORATION
TO FURNISH & DELIVER PLASTIC TRASH CAN & RECYCLING CAN LINERS
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL AMOUNT: $42,223.20)

WHEREAS, bids have been taken and processed 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 Interboro Packaging Corporation, to furnish and deliver plastic trash can and recycling can liners, as needed for County facilities, for the period May 10, 2018 through May 9, 2019, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to furnish and deliver plastic trash can and recycling can liners, as needed for County facilities, for the period May 10, 2018 through May 9, 2019, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to, Interboro Packaging Corporation, 114 Bracken Road, Montgomery, NY 12549, for a contract total amount not to exceed $42,223.20, per renewal option under bid award #17-045-JM, first option to renew.

Enacted and approved this 8th day of May, 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.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 16, 2018</td>
<td>MAY 17, 2018 THROUGH MAY 16, 2019</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>$42,223.20</td>
<td>FACILITIES MANAGEMENT</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Completed</td>
<td>04/16/2018 4:41 PM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>Completed</td>
<td>04/17/2018 8:41 AM</td>
</tr>
<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>04/18/2018 9:46 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/18/2018 9:52 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/19/2018 9:07 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/25/2018 9:27 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/26/2018 9:08 AM</td>
</tr>
<tr>
<td>Public Works Committee</td>
<td>Completed</td>
<td>05/01/2018 9:15 AM</td>
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<td>Finance Committee</td>
<td>Pending</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

<table>
<thead>
<tr>
<th>Vendor: Interboro Packaging Corporation</th>
<th>Vendor #: 11379</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Facilities Management</td>
<td>Contact: Tim Harbaugh</td>
</tr>
<tr>
<td>Phone: 630-407-5700</td>
<td></td>
</tr>
<tr>
<td>Contract 05/17/18 through 05/16/19</td>
<td></td>
</tr>
<tr>
<td>Public Works</td>
<td>Assigned</td>
</tr>
<tr>
<td>05/01/18</td>
<td>Committee:</td>
</tr>
<tr>
<td>County Board</td>
<td>05/08/18</td>
</tr>
<tr>
<td>Contract Total: $42,223.20</td>
<td></td>
</tr>
</tbody>
</table>

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

Recommendation for the approval of a contract purchase order to furnish and deliver plastic trash can and recycling can liners, as needed for County facilities, for a total contract amount not to exceed $42,223.20, per renewal option under bid award #17-045-JM, first option to renew.

**Reason for Procurement**

Plastic trash can liners are needed for the disposal of trash and the collection of recyclables throughout the County facilities.

**FUNDING SOURCE**

- [ ] Procurement budgeted for (FY and budget code(s)): 1000-1100-52280
- [ ] Budget Transfer (Date) ___________ Add'l Information

**DECISION MEMO NOT REQUIRED**

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # __________________________ (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- [ ] RENEWAL, Enter Bid # 17-045-JM __________________________ Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(S) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

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

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

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Apr 12, 2018</td>
<td></td>
<td>4/12/2018</td>
<td></td>
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</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4/18/18</td>
<td></td>
<td>4-19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer (Decision Memos Over $25,000)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4-25-18</td>
</tr>
</tbody>
</table>

**Form Optimized for Acrobat and Adobe Reader Version 9 or Later**
This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois, 60187, hereinafter called the “County” and Interboro Packaging, 114 Bracken Road, Montgomery, NY 12549, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid #17-045-JM which became effective May 17, 2017 and which expires May 16, 2018. The contract is subject to an FIRST option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective May 17, 2018 and expires May 16, 2019, contingent upon Parent Committee and County Board approval.

__________________________
INTERBORO PACKAGING CORP.
Signature on file 04/09/2018

__________________________
Joan McAvoy
DuPage County Buyer

__________________________
COUNTY OF DU PAGE, ILLINOIS
Signature on file 11/01/18

__________________________
Chava Landau
PRINTED NAME

__________________________
Secretary
PRINTED TITLE
**Purchase Requisition**

**Procurement Services Division**

---

### Send Purchase Order To:

<table>
<thead>
<tr>
<th>Vendor: Interboro Packaging Corporation</th>
<th>Vendor #: 11379</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Chonie Sihnitzer</td>
<td>Email: <a href="mailto:interboro@frontiernet.net">interboro@frontiernet.net</a></td>
</tr>
<tr>
<td>Address: 114 Bracken Road</td>
<td>City: Montgomery State: NY Zip: 12549</td>
</tr>
<tr>
<td>Phone: 845-782-6800</td>
<td>Fax: 845-781-2450</td>
</tr>
</tbody>
</table>

### Send Invoices To:

<table>
<thead>
<tr>
<th>Dept: Facilities Management Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Tim Harbaugh Email: <a href="mailto:mary.ventrella@dupageco.org">mary.ventrella@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Road Room: 2-700</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: 630-407-5700 Fax: 630-407-5701</td>
</tr>
</tbody>
</table>

### Send Payments To:

<table>
<thead>
<tr>
<th>Dept: Facilities Management Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Email:</td>
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<tr>
<td>Address: various locations Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: Fax:</td>
</tr>
</tbody>
</table>

### Ship To:

<table>
<thead>
<tr>
<th>Dept: Facilities Management Division:</th>
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<tbody>
<tr>
<td>Attn: Email:</td>
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<tr>
<td>Address: various locations Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: Fax:</td>
</tr>
</tbody>
</table>

### Header Comments

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

Furnish and deliver plastic trash can and recycling can liners, as needed for County facilities.

### Special Instructions/Comments to Buyer or Approver

(these comments will NOT appear on the Purchase Order):

### User Department Internal Notes

(these comments will NOT appear on the Purchase Order):

Bid #170-45-JM was issued to furnish and deliver trash can and recycling can liners. Interboro Packaging Corporation has agreed to the first of three one year options to renew the contract at the same 2017 unit costs. Public Works Committee: 05/01/18; County Board: 05/08/18

---

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>LO</td>
<td>Trash Can and Recycling Can Liners</td>
<td>Trash Can and Recycling Can Liners</td>
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<td>1100</td>
<td>52280</td>
<td></td>
<td></td>
<td>42,223.20</td>
<td>42,223.20</td>
</tr>
</tbody>
</table>

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**Requisition Total**: $42,223.20

---

**Packet Pg. 462**
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 order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

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

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

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

Continuing disclosure is required, and 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: Signature on file

Printed Name: Chava Landau
Title: Secretary
Date: 04/19/2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of _______ (total number of pages)
AWARDING RESOLUTION
ISSUED TO ADVENT SYSTEMS, INC.
TO PROVIDE THE SECURITY SYSTEM REPLACEMENT FOR WORK RELEASE
FOR FACILITIES MANAGEMENT
(CONTRACT TOTAL NOT TO EXCEED $397,418.00)

WHEREAS, requests for proposals have been taken and processed 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 Advent Systems, Inc., to provide the security system replacement for Work Release, for the period through November 30, 2018, for Facilities Management.

NOW, THEREFORE BE IT RESOLVED, that County Contract, covering said, to provide the security system replacement for Work Release, for the period through November 30, 2018, for Facilities Management, be, and it is hereby approved for issuance of a contract purchase order by the Procurement Division to Advent Systems, LLC, 435 W. Fullerton Avenue, Elmhurst, IL 60126, for a total contract amount not to exceed $397,418.00, per most qualified Offer per Proposal #17-242-LG.

Enacted and approved this 8th day of May, 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.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE Submitted</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required**  
Explanation of Request for Proposal (RFP) Instead of Bid - Most Qualified Offeror

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date Completed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laura Grobe</td>
<td>Completed</td>
<td>04/19/2018 8:37 AM</td>
</tr>
<tr>
<td>Tim Harbaugh</td>
<td>Completed</td>
<td>04/19/2018 8:47 AM</td>
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<tr>
<td>Nick Kottmeyer</td>
<td>Completed</td>
<td>04/20/2018 2:11 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>04/20/2018 5:47 PM</td>
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<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/24/2018 12:50 PM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/25/2018 9:24 AM</td>
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<tr>
<td>Tom Cuculich</td>
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<td>04/25/2018 9:26 AM</td>
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<tr>
<td>Kathy Ostrowski</td>
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<td>Public Works Committee</td>
<td>Completed</td>
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<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
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<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
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</tbody>
</table>
## Procurement Review Checklist

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

<table>
<thead>
<tr>
<th>Vendor: Advent Systems, Inc.</th>
<th>Contract Total: $397,418.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor #: 10691</td>
<td></td>
</tr>
<tr>
<td>Dept: Facilities Management</td>
<td>Contract Term: through 11/30/18</td>
</tr>
<tr>
<td>Contact: Scott Otterman</td>
<td></td>
</tr>
<tr>
<td>Phone: 630-816-0103</td>
<td>Assigned PW 5/1/18 Committee: CB 5/8/18</td>
</tr>
</tbody>
</table>

---

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

Recommendation for the approval of a contract purchase order to provide replacement of the security system for Work Release, for a total contract amount not to exceed $397,418.00.

**Reason for Procurement**

The current security system which operates individual doors, intercoms and lighting controls was installed in 1995. The controllers that operate the system are obsolete.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 6000-1220-54010
- Budget Transfer (Date) Add'l Information

---

**DECISION MEMO NOT REQUIRED**

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

---

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # 17-242-LG (include Evaluation Summary if applicable)
- RENEWAL OF RFP #
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

---

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

<table>
<thead>
<tr>
<th>Prepared By</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>LG</td>
<td>Apr 18, 2018</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Recommended for Approval</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>IT Approval, if required</td>
<td>Date</td>
</tr>
</tbody>
</table>

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**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Buyer</td>
</tr>
<tr>
<td>Procurement Officer</td>
</tr>
<tr>
<td>Chief Financial Officer (Decision Memos Over $25,000)</td>
</tr>
<tr>
<td>Chairman’s Office (Decision Memos Over $25,000)</td>
</tr>
</tbody>
</table>

---

Packet Pg. 466
### Criteria Tabulation
**RFP 17-242-LG Security Replacement System**

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
<th>Advent Systems Inc.</th>
<th>Broadway Electric Inc.</th>
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</thead>
<tbody>
<tr>
<td>Previous experience/qualifications</td>
<td>10</td>
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<td>3</td>
</tr>
<tr>
<td>Installation</td>
<td>25</td>
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<td>10</td>
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<tr>
<td>Project Approach and Plan</td>
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<td>19</td>
<td>10</td>
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<tr>
<td>Pricing</td>
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<td><strong>Total:</strong></td>
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<table>
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<tr>
<th>Price</th>
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<th>$387,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Awarded Price Points</td>
<td>24</td>
<td>25</td>
</tr>
</tbody>
</table>

**NOTE:** Midco was deemed nonresponsive when their Best and Final Price submission also changed the scope of services and goods.
**Decision Memo**

**Procurement Services Division**

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

Requesting Department: Facilities Management  
Department Contact: Scott Otterman  
Contact Email: scott.otterman@dupageco.org  
Vendor Name: Advent Systems, Inc.  
Vendor #: 10691

**Date:** Apr 18, 2018  
MinuteTraq (IQM2) ID #: 12506  
Department Requisition #: ____________________

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

Recommendation for the approval of a contract purchase order to provide replacement of the security system for Work Release, for a total contract amount not to exceed $397,418.00.

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

The current security system which operates individual doors, intercoms, cameras and lighting controls was installed in 1995. The controllers that operate the system are obsolete and the video quality and coverage of the camera system is insufficient. We currently can only find used controllers through third party providers on the internet; these do not come with a warranty or guarantee they will work.

**Strategic Impact**

| Quality of Life |

Work Release inmates are locked in cells overnight. If a fire or medical emergency occurred, all cell doors would need to be manually keyed open. During the overnight shift, only one deputy is assigned to the building. With an average of 35 to 40 inmates, this could take an excessive amount of time to key individual day room and each cell door.

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

Proposals were received from 3 vendors. Facilities Management staff reviewed each proposal taking into consideration the qualifications of the vendor and any sub-contractors, points were awarded for the following categories: previous experience/qualifications, installation, project approach and plan and pricing. Based on a comprehensive review of the proposals and points award scoring, staff determined that Advent Systems, Inc. provided the most qualified offer per proposal #17-242-LG. Midco, Inc. was deemed non-responsive when their Best and Final Price submission also changed the scope of services and goods.

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

Staff recommends securing a contract purchase order with Advent Systems, Inc., to provide replacement of the security system for Work Release, per most qualified offer per proposal #17-242-LG. The other option would be to send this item for bid; however staff does not recommend this option as it does not guarantee the quality of service will be equivalent or that prices will be lower.

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

Monies have been budgeted for this project in the 2018 Capital Budget 6000-1220-54010 FAC MGMT CTY INFRASTRUCTURE
# Purchase Requisition

**Procurement Services Division**

**Date:** Apr 18, 2018

**MinuteTraq (IQM2) ID #:** 12506

**Department Req #:** RFP, Bid or Quote #: 17-242

## Send Purchase Order To:

- **Vendor:** Advent Systems, Inc.  
  **Vendor #:** 10691

- **Attn:** John Lothrop  
  **Email:** John_L@adventsystems.com

- **Address:** 435 W. Fullerton Avenue  
  **City:** Elmhurst  
  **State:** IL  
  **Zip:** 60126

- **Phone:** 630-279-7171  
  **Fax:** 630-279-7676

## Send Invoices To:

- **Vendor:** Advent Systems, Inc.  
  **Vendor #:** 10691

- **Attn:** Tim Harbaugh  
  **Email:** laura.grobe@dupageco.org

- **Address:** 421 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187

- **Phone:** 630-407-5700  
  **Fax:** 630-407-5701

## Send Payments To:

- **Vendor:** Advent Systems, Inc.  
  **Vendor #:** 10691

- **Attn:** Scott Otterman  
  **Email:** scott.otterman@dupageco.org

- **Address:** 424 N. County Farm Road  
  **City:** Wheaton  
  **State:** IL  
  **Zip:** 60187

- **Phone:** 630-816-0103  
  **Fax:**

## Send Invoices To:

- **Department:** Facilities Management  
  **Division:**

## Payment Terms

- **F.O.B.:**
- **PO 20 Delivery Date:**
- **Requisitioner:** Laura Grobe

## Use for PO25 only

- **Contract Administrator:** Laura Grobe

## Header Comments

**Provide replacement of the security system for Work Release.**

## 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):**
  
  PW 5/1/18, CB 5/8/18  
  Job #1702602

## LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acctg Unit | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
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<td>54010</td>
<td>397,418.00</td>
<td>397,418.00</td>
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</tbody>
</table>

**Requisition Total:** $397,418.00
Required Vendor Ethics Disclosure Statement

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

Date: 3/23/18

Bid/Contract/PO #: 

Company Name: Advent Systems, Inc.
Contact Phone: 630-279-7171
Company Contact: John W. Lothrop
Contact Email: John.L@adventsystems.com

The DuPage County Procurement Ordinance requires the following written disclosures prior to award:
1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or
   more individual contracts with the county resulting in an aggregate amount at or in excess of $5,000, shall provide to Procurement Services
   Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous
   calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be
   awarded will benefit. The contractor, union, or vendor shall update such disclosure annually during the term of a multi-year contract and prior to
   any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor"
   includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate
   entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

   [ ] NONE (check here) - If no contributions have been made

<table>
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<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, linked services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
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   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 contract or bid and shall update such disclosure with any changes that may occur.

   [ ] NONE (check here) - If no contacts have been made

   | Lobbyist, Agent, or Lobbyist, Agent, or Representative, and all individuals who are or will have contact with county officers or employees in
<table>
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<th>relationship to the contractor or bid</th>
<th>Telephone</th>
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   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/CountyBoardPolicies/

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

   Authorized Signature: ____________________________
   Print Name: John W. Lothrop, CPP
   Title: Vice President
   Date: 3/23/18

   Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
INTERGOVERNMENTAL AGREEMENT BETWEEN THE WAYNE TOWNSHIP ROAD DISTRICT AND THE COUNTY OF DUPAGE, ILLINOIS FOR THE IMPLEMENTATION OF THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN THE WEST BRANCH DUPAGE RIVER AND FOX RIVER WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Wayne Township (“Township”) 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 Township 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 Township 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 Township have agreed to cooperate with each other in the area of NPDES compliance as set forth in the attached Intergovernmental Agreement.
Resolution

SM-R-0127-18

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Intergovernmental Agreement between the County of DuPage and Wayne Township, 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 Wayne Township, 4N230 Klein Road, West Chicago, Illinois 60185; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: March 26, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 8th day of May 2018
between Wayne Township Road District of DuPage County (hereinafter referred to as the
"Township") a body corporate and politic, with offices at 4N230 Klein Road, West Chicago,
Illinois 60185 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 Township 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the West Branch DuPage River and Fox 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.

6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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 Township 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 expended 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 Township 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 Township 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 Township 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 Township.

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 Township.

8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Wayne Township Road District
4N230 Klein Road
West Chicago, IL 60185
Attn: Martin McManamon

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 Township shall be directed to:

Wayne Township
Highway Commissioner
Attn: Commissioner Martin McManamon
4N230 Klein Road West Chicago, IL 60185
Email: wrd@sbcglobal.net

Notices served upon the County shall be directed to:
NOTICE

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

Notice of Intention to Construct A Stormwater Management Project

This notice is to provide notice of the intention to construct a stormwater management project located in the Township of Wayne, Illinois. The project is expected to result in the construction of a stormwater management facility that will improve the water quality and quantity in the Township.

14.A.b

Attachment: Wayne Township (SM-R-0127-18: Wayne Township Road District NPDES Program IGA)

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 Township agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective May 8, 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 McManamon
    Highway Commissioner
    Wayne Township Road District

ATTEST BY: _____________________________
            Brandi Fike Ramundo
            Township 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, municipal, and township 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 of 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" as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County
conducting dye testing as part of tracing procedures.

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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.
Pollution prevention/ good housekeeping for municipal operations

The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

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

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Township.
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF LISLE
AND THE COUNTY OF DUPAGE, ILLINOIS
(STORMWATER MANAGEMENT DEPARTMENT AND
PUBLIC WORKS DEPARTMENT)
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE EAST BRANCH AND WEST BRANCH DUPAGE RIVER WATERSHED

WHEREAS, the County of DuPage (“County”) and Village of Lisle (“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 Stormwater Management and Public Works Departments 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 Lisle, 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 Lisle, 925 Burlington Avenue, Lisle 60532; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ day of
__________, 2018 between the Village of Lisle of DuPage County (hereinafter referred to as the
"Municipality") a body corporate and politic, with offices at 925 Burlington Avenue, Lisle,
Illinois 60532 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 Stormwater Management and Public Works Departments 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 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 Only with respect to those County assets which are temporarily in the Municipality’s exclusive care and custody, and to the extent allowed by its insurer, the Municipality shall insure said County assets during the term of the Municipality’s possession thereof.

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 Lisle
Department of Development Services
925 Burlington Avenue
Lisle, IL 60532
Attn: Development Services Director

DuPage County
Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
Attn: Director of Stormwater Management
8.9 The parties agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach.

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

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

Village of Lisle
Department of Development Services
Attn: Stormwater Administrator
925 Burlington Avenue
Lisle, IL 60532
Email: comdev@villageoflisle.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 _____, 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: ____________________________________________
    Christopher Pecak
    Mayor
    Village of Lisle

ATTEST BY: ______________________________________
    Kim Brondyke
    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.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

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

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

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

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

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

**Construction Site Storm Water Runoff Control**

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

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

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

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

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

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

Reporting

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

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

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

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

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

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

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

WHEREAS, the County of DuPage ("County") and City of West Chicago
("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-0159-18

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 City of West Chicago, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the City of West Chicago, 475 Main Street, West Chicago, IL 60185; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___th day of
____________, 2018 between the City of West Chicago of DuPage County (hereinafter referred to
as the "Municipality") a body corporate and politic, with offices at 475 Main Street, West
Chicago, IL 60185 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 Pollutant Discharge Elimination System ("NPDES")
Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

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

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

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

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

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

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

2.0 PURPOSE OF AGREEMENT

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

City of West Chicago  
Public Works  
475 Main Street  
West Chicago, IL 60185  
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:

City of West Chicago
Public Works Department
Attn: Director of Public Works
475 Main Street
West Chicago, IL 60185
Email: RFlatter@westchicago.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 ____________, 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: ________________________________
    Ruben Pineda
    Mayor
    City of West Chicago

ATTEST BY: ________________________________
            Nancy Smith
            City Clerk

BY: ________________________________
    Daniel Cronin
    Chairman
    DuPage County Board

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

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

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

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

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

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

Public Involvement/Participation

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

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

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

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

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

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

**Illicit Discharge Detection and Elimination ("IDDE")**

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

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

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

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

The County agrees to monitor MS4 outfalls within the jurisdiction of the Municipality, and to the extent it is so authorized, trace all discharges determined to be illicit with the objective of identifying the source of such illicit discharge.
The County agrees to notify the Municipality within a reasonable time prior to the County conducting dye testing as part of tracing procedures.

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

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

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

Construction Site Storm Water Runoff Control

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

Post Construction Storm Water Management in New Development and Redevelopment

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

Pollution Prevention / Good Housekeeping for Municipal Operations

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

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

Monitoring

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

Annual Reporting

The County agrees to prepare the countywide annual report on behalf of the Municipality and post the completed report on the County’s website. The annual report is required by the IEPA and is due by June 1<sup>st</sup> 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, its performance of the work identified in Exhibit A. In the event the Municipality is unable to obtain permission for the County to access and enter upon any property, the County shall be excused from performing the work that necessitated the need to access that property.

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

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

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

**Construction Site Storm Water Runoff Control**

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

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

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

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

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

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

**Reporting**

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and City of Oakbrook Terrace
(“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-0160-18

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 City of Oakbrook Terrace, is hereby accepted and approved, and that the Chairman of the DuPage County Board is hereby authorized and directed to execute this Agreement on behalf of the County.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached Agreement to the City of Oakbrook Terrace, 17W275 Butterfield Road, Oakbrook Terrace, Illinois 60181; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ th day of
__________ 2018 between the City of Oakbrook Terrace of DuPage County (hereinafter referred
to as the “Municipality”) a body corporate and politic, with offices at 17W275 Butterfield Road,
Oakbrook Terrace, Illinois 60181 and the County of DuPage, Illinois (hereinafter referred to as
the "County") a body corporate and politic, with offices at 421 North County Farm Road,
Wheaton, Illinois 60187-3978.

RECITALS

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

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

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

WHEREAS, General National Pollutant Discharge Elimination System (“NPDES”)
Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

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

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

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

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

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

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

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

2.0 PURPOSE OF AGREEMENT

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

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

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

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

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

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

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

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

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.
3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

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

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

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

5.0 MUTUAL OBLIGATIONS

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

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

6.0 COMPENSATION

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

6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.

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

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

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

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

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

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

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

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

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

7.0 INDEMNIFICATION AND INSURANCE

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

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

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

8.0 MISCELLANEOUS TERMS

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

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

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

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

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

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

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

City of Oakbrook Terrace  
Building & Zoning Dept.  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181  
Attn: Stormwater Administrator

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:

City of Oakbrook Terrace  
Building & Zoning Department  
Attn: Stormwater Administrator  
17W275 Butterfield Road  
Oakbrook Terrace, IL 60181
E-mail: dlynch@cbbel.com

Notices served upon the County shall be directed to:

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

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

10.0 TERM OF AGREEMENT

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

10.2 The initial term of this Agreement shall become effective ____________, 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: ______________________________________
    Tony Ragucci
    Mayor
    City of Oakbrook Terrace

ATTEST BY: ______________________________________
            Michael Shadley
            City 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.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

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

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

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

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

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

Construction Site Storm Water Runoff Control

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

Post Construction Storm Water Management in New Development and Redevelopment

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

Pollution prevention/ good housekeeping for municipal operations

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

Monitoring

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

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

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and Village of Oak Brook
(“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 Oak Brook, 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 Oak Brook, 1200 Oak Brook Road, Oak Brook, Illinois 60523; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this 8th day of May 2018
between the Village of Oak Brook of DuPage and Cook Counties (hereinafter referred to as the
"Municipality") a body corporate and politic, with offices at 1200 Oak Brook Road, Oak Brook,
Illinois 60523 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body
corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-
3978.

RECITALS

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

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

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

WHEREAS, General National Pollutant Discharge Elimination System ("NPDES")
Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems
(MS4s); and

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

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

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

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

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

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

2.0 PURPOSE OF AGREEMENT

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

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Village, the tasks identified in the Scope of Work County Tasks, attached and incorporated hereto as Exhibit A.

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

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

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

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

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

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.
3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

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

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

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

5.0 MUTUAL OBLIGATIONS

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

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

6.0 COMPENSATION

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

6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.

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

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

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

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

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

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

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

6.6.4 The County shall obtain a quote for any work performed by third party vendors, including natural areas maintenance and beaver trapping. Work will be conducted in accordance with current contract provisions between the County and the vendor.
6.7 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Municipality providing the following information: the status of that task and the estimated number of man-hours necessary to complete all remaining work for that task.

7.0 INDEMNIFICATION AND INSURANCE

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

7.2 Only with respect to those County assets which are temporarily in the Municipality’s exclusive care and custody, and to the extent allowed by its insurer, the Municipality shall insure said County assets during the term of the Municipality’s possession thereof.

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 Oak Brook               DuPage County
Public Works                      Stormwater Management
1200 Oak Brook Road              421 N. County Farm Road
Oak Brook, IL 60523              Wheaton, Illinois 60187
Attn: Director of Public Works   Attn: Director of Stormwater Management

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

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

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

Village of Oak Brook
Public Works
Attn: Director of Public Works
1200 Oak Brook Road
Oak Brook, IL 60523
E-mail: dpachelin@oak-brook.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 May 8, 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:  
Gopal Lalmalani  
Village President  
Village of Oak Brook

ATTEST BY:  
Charlotte Pruss  
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 comment periods in accordance with its education and outreach initiatives and include opportunities to comment online, in person, or by mail.

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

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

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

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

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

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

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

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

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

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

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

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

**Construction Site Storm Water Runoff Control**

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

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

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

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

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

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

**Monitoring**

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

**Annual Reporting**

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

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

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

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

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

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

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

Construction Site Storm Water Runoff Control

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

Post Construction Storm Water Management in New Development and Redevelopment

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

Pollution prevention/ good housekeeping for municipal operations

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

Monitoring

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

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

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and Village of Hinsdale (“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 Hinsdale, 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 Hinsdale, 19 E. Chicago Avenue, Hinsdale, Illinois 60521; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ day of ______ 2018 between the Village of Hinsdale of DuPage and Cook Counties (hereinafter referred to as the “Municipality”) a body corporate and politic, with offices at 19 E. Chicago Avenue, Hinsdale, Illinois 60521 and the County of DuPage, Illinois (hereinafter referred to as the "County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187-3978.

RECITALS

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

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

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

WHEREAS, General National Pollutant Discharge Elimination System (“NPDES”) Permit No. ILR40 authorizes discharges from Small Municipal Separate Storm Sewer Systems (MS4s); and

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

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

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

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

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

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

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

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this Agreement.

1.2 The headings of the paragraphs and subparagraphs of this Agreement are inserted for convenience of reference only and shall not be deemed to constitute part of this Agreement or to affect the construction hereof.

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

2.0 PURPOSE OF AGREEMENT

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

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

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

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

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

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

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

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

3.7 While County assets are mobilized at a Municipality work site, such County assets shall act under the direction, control and supervision of the Municipality, through the Municipality designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Municipality and County personnel, or any form of Municipality ownership or possessory interest by the Municipality in or over any County-owned property. At all times the County shall retain its rights under Paragraph 3.6 above, in relation to County assets.
3.8 The Municipality shall be solely responsible for obtaining all necessary permits and, or, regulatory approvals for work requests, posting or requiring bonds (as applicable), coordination of all work items and deliveries, maintaining work site safety and security, post-work site restoration.

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

4.0 MUNICIPALITY RIGHTS AND RESPONSIBILITIES

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

5.0 MUTUAL OBLIGATIONS

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

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

6.0 COMPENSATION

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

6.2 For services included in Exhibit A performed outside of DuPage County, the Municipality shall pay the County on a basis of a 1.4 direct labor multiplier applied to the actual hourly rates of County’s staff. The multiplier includes the County’s cost of overhead and incidental costs. A chart listing the hourly rates for County’s staff, identified by position or assignment, is attached and incorporated hereto as Exhibit C.

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

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

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

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

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

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

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

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

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

7.0 INDEMNIFICATION AND INSURANCE

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

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

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

8.0 MISCELLANEOUS TERMS

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

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

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

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

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

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

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

Village of Hinsdale  DuPage County
Public Works  Stormwater Management
19 E. Chicago Avenue  421 N. County Farm Road
Hinsdale, IL 60521  Wheaton, Illinois 60187
Attn: Director of Engineering  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 Hinsdale
Public Works
Attn: Director
19 E. Chicago Avenue
Hinsdale, IL 60521
E-mail: ddeeter@villageofhinsdale.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 __________ 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: __________________________________________
    Thomas K. Cauley, Jr.
    Village President
    Village of Hinsdale

ATTEST BY: ______________________________________
    Christine M. Bruton
    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
conducted dye testing as part of tracing procedures.

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

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

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

**Construction Site Storm Water Runoff Control**

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

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

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

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

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

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

Monitoring

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

Annual Reporting

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

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

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

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

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

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

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

Construction Site Storm Water Runoff Control

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

Post Construction Storm Water Management in New Development and Redevelopment

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

Pollution prevention/ good housekeeping for municipal operations

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

Monitoring

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

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

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

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

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

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

Crew Leader  $45/ hour
Senior Maintenance Worker  $40/ hour
Maintenance Worker  $35/ hour
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 CAROL STREAM
AND THE COUNTY OF DUPAGE, ILLINOIS
FOR THE IMPLEMENTATION OF THE
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PROGRAM IN
THE WEST BRANCH DUPAGE RIVER AND EAST BRANCH DUPAGE RIVER
WATERSHEDS

WHEREAS, the County of DuPage (“County”) and Village of Carol Stream
(“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 Carol Stream, 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 Carol Stream, 500 North Gary Avenue, Carol Stream, Illinois 60188; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF CAROL STREAM
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 8th of May, 2018
between the Village of Carol Stream of DuPage County (hereinafter referred to as the
"Municipality") a body corporate and politic, with offices at 500 North Gary Avenue, Carol
Stream, Illinois 60188 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 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 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).

6.3 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 Exhibit 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.

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 Carol Stream  DuPage County
Public Works Department  Stormwater Management
500 North Gary Avenue,  421 N. County Farm Road
Carol Stream, Illinois 60188  Wheaton, Illinois 60187
Attn: Director Public Works  Attn: Director of Stormwater Management

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

9.0 NOTICES REQUIRED UNDER THIS AGREEMENT

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

Village of Carol Stream
Public Works Department
Attn: Stormwater Administrator
500 North Gary Avenue
Carol Stream, Illinois 60188
Email: jknudsen@carolstream.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 May 8, 2018 and remain in full force and effect until March 31, 2023. On March 31, 2023, and on each subsequent 5-year 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:

________________________________________
Frank Saverino
Mayor
Village of Carol Stream

ATTEST BY: __________________________________________
Laura Czarnecki
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.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

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

The Municipality shall grant the County access to all Municipality-owned parcels, Municipality 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 submittals to the County in accordance with the DuPage County Countywide Stormwater and Flood Plain Ordinance ("DCSFPO").

**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
YORK TOWNSHIP ROAD DISTRICT
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 York Township Road District
("Township") 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 Manage
ment 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 Township 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 Township 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 Township have agreed to
Resolution

SM-R-0164-18

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 York Township Road District, 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 York Township Road District, 19W475 Roosevelt Road, Lombard, Illinois 60148; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
YORK TOWNSHIP ROAD DISTRICT 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 ___th day of
______________ 2018 between York Township Road District of DuPage County (hereinafter
referred to as the “Township”) a body corporate and politic, with offices at 19W475 Roosevelt
Road, 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.

RECITALS

WHEREAS, the Township 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township 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
3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.
3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessor interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.
6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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 Township 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township 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 Township 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 Township 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 Township.

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 Township.
8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

York Township Road District
19W475 Roosevelt Road
Lombard, IL 60148
Attn: Highway Commissioner

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 Township shall be directed to:

York Township  
Attn: Highway Commissioner  
19W475 Roosevelt Road  
Lombard, Illinois 60148  
Email: yorkhwy@comcast.net

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 Township agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective _______ __, 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: ________________________________
    Dick Schroeder
    Highway Commissioner
    York Township Road District

ATTEST BY: ________________________________
            Daniel J. Kordik
            Township 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, municipal, and township 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 of 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” as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures.
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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.

Pollution prevention/ good housekeeping for municipal operations
The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and Winfield Township Road District
(“Township”) 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 Township 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 Township 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 Township 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 Winfield Township Road District, 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 Winfield Township Road District, 30W575 Roosevelt Road, West Chicago, Illinois 60185; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
STORMWATER MANAGEMENT

To: Stormwater Management Committee
From: Mary Beth Falsey, Stormwater Management
Subject: Countywide NPDES Permit IGAs
Date: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___th day of
____________ 2018 between Winfield Township Road District of DuPage County (hereinafter
referred to as the “Township”) a body corporate and politic, with offices at 30W575 Roosevelt
Road, West Chicago, Illinois 60185 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 Township 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township 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, West Branch DuPage River, and Fox River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.
3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.
6.2 For use of County owned equipment and machinery, the Township 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 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 Township 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 Township 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township 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 Township 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 Township 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 Township.

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 Township.
8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Winfield Township Road District
P.O. Box 617
West Chicago, Illinois 60186
Attn: Highway Commissioner

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 Township shall be directed to:

Winfield Township Road District  
Attn: Highway Commissioner  
P.O. Box 617  
West Chicago, IL 60186  
Email: Road@WinfieldTownship.com

Notices served upon the County shall be directed to:

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

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

10.0 TERM OF AGREEMENT

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

10.2 The initial term of this Agreement shall become effective _________, 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: ________________________________
John Dusza
Highway Commissioner
Winfield Township Road District

ATTEST BY: ________________________________
Nicole Prater
Town 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, municipal, and township 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 of 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" as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures.
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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.

Pollution prevention/ good housekeeping for municipal operations
The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and Naperville Township Road District
(“Township”) 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 Township 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 Township 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 Township 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 Naperville Township Road District, 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 Naperville Township Road District, 31W331 North Aurora Road, Naperville, Illinois 60563; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___th day of
_____________ 2018 between Naperville Township Road District of DuPage County (hereinafter
referred to as the "Township") a body corporate and politic, with offices at 31W331 North
Aurora Road, Naperville, Illinois 60563 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 Township 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the West Branch DuPage River and Fox River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessor interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.

6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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 Township 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township 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 Township 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 “Indemnitor 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 Township 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 Township.

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 Township.

8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Naperville Township Road District  
31W331 North Aurora Road  
Naperville IL 60540  
Attn: Highway Commissioner

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 Township shall be directed to:

Naperville Township Road District  
Attn: Highway Commissioner  
31W331 North Aurora Road  
Naperville, IL 60563  
Email: Richardn@napervilletownship.com
Notices served upon the County shall be directed to:

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

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

10.0 TERM OF AGREEMENT

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

10.2 The initial term of this Agreement shall become effective ________, 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: 
Richard Novinger  
Highway Commissioner  
Naperville Township Road District

ATTEST BY: 
Nathanael Sippel  
Town Clerk

BY: 
Daniel Cronin  
Chairman  
DuPage County Board

ATTEST BY: 
Paul Hinds  
County Clerk

Packet Pg. 666
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, municipal, and township 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 of 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" as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures.
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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.
Pollution prevention/ good housekeeping for municipal operations

The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Township will be responsible for posting the Annual Report on its website or providing a link on its website to the Countywide Annual Report.
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 × 1.4)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Intern</td>
<td>$10.00 - $15.40</td>
<td>$14.00 - $21.56</td>
</tr>
<tr>
<td>Environmental Technician</td>
<td>$23.00 - $30.92</td>
<td>$32.20 - $43.29</td>
</tr>
<tr>
<td>Senior Environmental Technician</td>
<td>$23.08 - $31.02</td>
<td>$32.31 - $43.43</td>
</tr>
<tr>
<td>Water Quality Specialist</td>
<td>$24.92 - $33.51</td>
<td>$34.89 - $46.91</td>
</tr>
<tr>
<td>Water Quality Supervisor</td>
<td>$32.59 - $43.81</td>
<td>$45.63 - $61.33</td>
</tr>
<tr>
<td>Communications Supervisor</td>
<td>$26.96 - $34.61</td>
<td>$37.74 - $48.45</td>
</tr>
<tr>
<td>Wetland Specialist</td>
<td>$24.00 - $38.95</td>
<td>$33.60 - $54.53</td>
</tr>
<tr>
<td>Wetland Supervisor</td>
<td>$33.00 - $44.36</td>
<td>$46.20 - $62.10</td>
</tr>
</tbody>
</table>

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

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

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Township.
INTERGOVERNMENTAL AGREEMENT BETWEEN
MILTON TOWNSHIP ROAD DISTRICT
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 Milton Township Road District
("Township") 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 Township 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 Township 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 Township have agreed to
Resolution
SM-R-0167-18

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 Milton Township Road District, 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 Milton Township Road District, 23W040 Poss Street, Glen Ellyn, Illinois 60137; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018  

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

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
MILTON TOWNSHIP ROAD DISTRICT AND THE
COUNTRY 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 ___th day of
_____________ 2018 between Milton Township Road District of DuPage County (hereinafter
referred to as the “Township”) a body corporate and politic, with offices at 23W040 Poss Street,
Glen Ellyn, Illinois 60137 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 Township 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township 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, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.

6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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 Township 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township 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 Township 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 Township 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 Township.

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 Township.

8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Milton Township Road District
23W040 Poss Street
Glen Ellyn, Illinois 60137
Attn: Highway Commissioner

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 Township shall be directed to:

Milton Township Road District
Attn: Highway Commissioner
23W040 Poss Street
Glen Ellyn, IL 60137
Email: mthd@miltonhighway.com
Notices served upon the County shall be directed to:

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

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

10.0 TERM OF AGREEMENT

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

10.2 The initial term of this Agreement shall become effective _________, 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: ________________________________
   Gary Muehlfelt
   Highway Commissioner
   Milton Township Road District

ATTEST BY: ________________________________
            Gail Hinkle
            Town 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, municipal, and township 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 of 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" as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures.
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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.
Pollution prevention/ good housekeeping for municipal operations

The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

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

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Township.
INTERGOVERNMENTAL AGREEMENT BETWEEN
LISLE TOWNSHIP ROAD DISTRICT
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 Lisle Township Road District (“Township”) 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 Township 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 Township 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 Township have agreed to
Resolution
SM-R-0168-18

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 Lisle Township Road District, 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 Lisle Township Road District, 4719 Indiana Avenue, Lisle, Illinois 60532; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

In order to further combine efforts and share services where possible, Stormwater Management staff has been working on establishing a Countywide Water Quality Program, referred to by the IEPA as a Qualifying Local Program. This will allow us to combine the efforts of the County and the municipalities on a watershed basis to provide the water quality measures required by the IEPA under one streamlined and more efficient program. At the November 2016, Municipal Engineers Group meeting, members voted to move forward with perusing a Qualifying Local Program to meet the NPDES requirements on a watershed basis. If the IGAs are approved, they will be forwarded to the IEPA as part of formal submittal for the Countywide permit.
AN INTERGOVERNMENTAL AGREEMENT BETWEEN
LISLE TOWNSHIP ROAD DISTRICT 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 ___th day of
___________ 2018 between Lisle Township Road District of DuPage County (hereinafter
referred to as the "Township") a body corporate and politic, with offices at 4719 Indiana Avenue,
Lisle, Illinois 60532 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 Township and County are public agencies within the meaning of the
I  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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township 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. For the purposes of this agreement, Major Watersheds are defined as the East Branch DuPage River Watershed and the West Branch DuPage River Watershed.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township Tasks Scope of Work, attached and incorporated hereto as Exhibit B within the road and right of ways under Township control (jurisdiction).

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 Township.

6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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 Township shall pay the County the amount(s) invoiced within forty-five (45) 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township 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 Township 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 Township 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 Township.

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 Township.

8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Lisle Township Road District
4719 Indiana Avenue
Lisle, Illinois 60532
Attn: Highway Commissioner

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 Township shall be directed to:

Lisle Township Road District
Attn: Highway Commissioner
4719 Indiana Avenue
Lisle, IL 60532
Email: highway@lisletownship.com

Notices served upon the County shall be directed to:

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

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

10.0 TERM OF AGREEMENT

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

10.2 The initial term of this Agreement shall become effective _________, 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: ________________________________
   Ed Young
   Highway Commissioner
   Lisle Township Road District

ATTEST BY: ________________________________
   Robert Klaeren
   Township 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, municipal, and township 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 Major 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 of 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” as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each Major Watershed to engage 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 Major Watersheds 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 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 prepare plans, processes, and procedures for a program meeting the requirements of the NPDES permit to inspect outfalls and trace illicit discharges into the MS4 on behalf of the Township. The County will provide the Township with the annual schedule for outfall inspection by watershed.

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

The County agrees to inspect MS4 outfalls within the jurisdiction of the Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures and notify the township in the event of detecting an illicit discharge.

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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 in compliance with the MS4 requirements.

**Annual Reporting**
The County agrees to prepare the countywide annual report on behalf of the Township 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 Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

The Township may assign to the County any rights of access to the storm drainage system under the jurisdiction of the Township as the County deems necessary. In the event the Township does not grant 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 Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and working with the County develop a map/guide of all MS4 outlets within the Township’s jurisdiction. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township may grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township does not grant
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.

Pollution prevention/ good housekeeping for municipal operations

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

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and Downers Grove Township Road
District (“Township”) 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 Township 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 Township 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 Township have agreed to
Resolution
SM-R-0169-18

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 Downers Grove Township Road District, 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 Downers Grove Township Road District, 4340 Prince Street, Downers Grove, Illinois 60515; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___th day of ______________ 2018 between Downers Grove Township Road District of DuPage County (hereinafter referred to as the “Township”) a body corporate and politic, with offices at 4340 Prince Street, Downers Grove, Illinois 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 Township 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 manage stormwater runoff, control flooding and to enter into agreements for the purpose of providing stormwater management and flood control functions (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 Township 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 Township 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 Township 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 Township 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, East Branch DuPage River, and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township 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 Township 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 Township 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 Township shall be responsible for securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.

6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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 Township 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 Township 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 for completion of all work outside of DuPage County may be invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township 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 Township 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 Township 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 Township.

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 Township.

8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Downers Grove Township
Road District
4340 Prince Street
Downers Grove, IL 60515
Attn: Highway Commissioner

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 Township shall be directed to:

Downers Grove Township Road District
Attn: Highway Commissioner
4340 Prince Street
Downers Grove, IL 60515
Email: highway@dgtownship.com
Notices served upon the County shall be directed to:

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

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

10.0 TERM OF AGREEMENT

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

10.2 The initial term of this Agreement shall become effective ______, 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: __________________________________________
    Lawrence Anderson
    Highway Commissioner
    Downers Grove Township Road District

ATTEST BY: ___________________________________
            Lorraine Grimsby
            Town 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, municipal, and township 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 of 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” as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures.
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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.
Pollution prevention/ good housekeeping for municipal operations

The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

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

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

WHEREAS, the County of DuPage (“County”) and Bloomingdale Township Road District (“Township”) 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 Township 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 Township 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 Township have agreed to
Resolution
SM-R-0170-18

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 Bloomingdale Township Road District, 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 Bloomingdale Township Road District, 6N030 Rosedale Avenue, Bloomingdale, Illinois 60108; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ th day of
__________ 2018 between Bloomingdale Township Road District of DuPage County
(hereinafter referred to as the “Road District”) a body corporate and politic, with offices at
6N030 Rosedale Avenue, Bloomingdale, Illinois 60108 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.

RECATALS

WHEREAS, the Road District 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Road District 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 Road District 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 Road District 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 Road District 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, West Branch DuPage River, and Salt Creek Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.
3.1 The County shall perform, at no cost to the Road District, 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 Road District.

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 Road District in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Road District 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 Road District. 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 Road District for any cause at any time. The parties acknowledge and agree that the Road District 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 Road District work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Road District, 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 Road District work site.

3.6 While County assets are mobilized at a Road District work site, such County assets shall act under the direction, control and supervision of the Road District, through the Road District designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Road District and County personnel, or any form of Road District ownership or possessory interest by the Road District 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 Road District 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 Road District 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 Road District shall be responsible for securing a suitable replacement, substitute or stand-in, at the Road District expense.

4.0 ROAD DISTRICT RIGHTS AND RESPONSIBILITIES

4.1 The Road District shall perform the tasks identified in the Road District 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 cost to the Road District.

6.2 For use of County owned equipment, the Road District 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 Road District 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 Road District 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 Road District 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 Road District 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 Road District at the rates stated in Exhibit C. The Road District 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 Road District, 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 Road District shall approve or deny the request to perform lab testing and, if approved, shall pay the County the amount charged.

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

6.7 When the County has expended seventy-five percent (75%) of the estimated total man-hours allocated for the performance of the tasks identified in the Scope of Work, the County shall notify the Road District 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.

6.8 The parties agree to comply with the Prevailing Wage Act (820 ILCS 130) to the extent it applies to this Agreement.

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 Road District 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 Road District.

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 Road District.
8.2 This Agreement contains the entire understanding of the County and the Road District 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 Road District 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:

Bloomingdale Township Road District
6N030 Rosedale Avenue
Bloomingdale, IL 60108
Attn: Highway Commissioner

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 Road District shall be directed to:

Bloomingdale Township
Road District
Attn: Highway Commissioner
6N030 Rosedale Avenue
Bloomingdale, Illinois 60108
Email: hwytsp@ameritech.net

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 Road District agree to not change enforcement status within the term of this Agreement.

10.2 The initial term of this Agreement shall become effective ________, 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: __________________________________________
Robert Czernek
Highway Commissioner
Bloomingdale Township Road District

ATTEST BY: ___________________________________
Joyce Hundhausen
Road District 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, municipal, and Road District 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 of 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” as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Road District utilizing County personnel and equipment.

The County will provide the Road District 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 Road District.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Road District 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 Road District, 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 Road District within a reasonable time prior to the County conducting dye testing as part of tracing procedures.

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.

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.

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, Road Districts, and Municipalities 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 Road District in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Road District, with the 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 Road District 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 Road District.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

The Road District will be responsible for promoting and advertising educational events and workshops within its jurisdiction. Road District is responsible for distributing educational materials to residents within the Road District. The Road District will also be responsible for ensuring its own staff attends workshops on green infrastructure, good housekeeping, and other applicable topics to prevent and reduce the discharge of pollutants into waterways.

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Road District shall provide County staff with a copy of the most recent version of the Road District’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Road District’s territory. The Road District shall further make available for review and copying by the County, upon request, any additional Road District 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 Road District staff. The Road District shall further provide proof of the Road District’s (and County’s) right to access any property owned or controlled by a third-party. The Road District shall notify the County when new records are created.

The Road District shall grant the County access to all Road District-owned parcels, Road District right-of-ways, Road District easements and license areas and all other areas where the Road District has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Road District 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.
Pollution prevention/ good housekeeping for municipal operations

The Road District 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 Road District will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Road District properties, infrastructure, and operations. The Road District may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Road District 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 Road District promoted education and outreach efforts within its jurisdiction. The Road District will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

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

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

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

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

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Road District.
INTERGOVERNMENTAL AGREEMENT BETWEEN
ADDISON TOWNSHIP ROAD DISTRICT
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 Addison Township Road District
("Township") 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 Township 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 Township 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 Township 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 Addison Township Road District, 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 Addison Township Road District, 411 W. Potter Street, Wood Dale, Illinois 60191; and Anthony Hayman, State’s Attorney’s Office.

Enacted and approved this 8th day of May, 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: April 23, 2018

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

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

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ day of
____________ 2018 between Addison Township Road District of DuPage County (hereinafter
referred to as the “Township”) a body corporate and politic, with offices at 411 W. Potter Street,
Wood Dale, Illinois 60191 and the County of DuPage, Illinois (hereinafter referred to as the
"County") a body corporate and politic, with offices at 421 North County Farm Road, Wheaton,
Illinois 60187-3978.

RECITALS

WHEREAS, the Township 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 manage stormwater runoff, control flooding and to enter into agreements for the
purpose of providing stormwater management and flood control functions (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 Township 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
14.O.b

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 Township 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 Township 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 Township with respect to compliance with the IEPA General National Pollutant Discharge Elimination System Permit No. ILR40 for Discharges from Small Municipal Separate Storm Sewer Systems in the Salt Creek and East Branch DuPage River Watersheds.

3.0 COUNTY RIGHTS AND RESPONSIBILITIES.

3.1 The County shall perform, at no cost to the Township, 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 Township.

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 Township in a timely manner, which includes tasks identified in Exhibit A.

3.4 The Township 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 Township. 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 Township for any cause at any time. The parties acknowledge and agree that the Township 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 Township work request may subsequently become unavailable, and that under no circumstance shall the County be liable to the Township, 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 Township work site.

3.6 While County assets are mobilized at a Township work site, such County assets shall act under the direction, control and supervision of the Township, through the Township designated representatives. The above-arrangement shall not be construed to create an employment relationship between the Township and County personnel, or any form of Township ownership or possessory interest by the Township 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 Township 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 Township 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 Township shall be responsible for
securing a suitable replacement, substitute or stand-in, at the Township expense.

4.0 TOWNSHIP RIGHTS AND RESPONSIBILITIES

4.1 The Township shall perform the tasks identified in the Township 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 Township.

6.2 For use of County owned equipment and machinery, the Township 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).

6.3 The County and Township 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
Township 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 Township 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 for completion of all work outside of DuPage County may be
invoiced to the Township at the rates stated in Exhibit C. The Township 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 Township, 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 Township
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 Township 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 Township 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 Township.

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 Township.

8.2 This Agreement contains the entire understanding of the County and the Township 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 Township 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:

Addison Township Road District
411 W. Potter Street
Wood Dale, Illinois 60191
Attn: Highway Commissioner

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 Township shall be directed to:

Addison Township
Road District
Attn: Highway Commissioner
411 W. Potter Street
Wood Dale, IL 60191
Email: DonH@addisontownship.com
Notices served upon the County shall be directed to:

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

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

10.0  TERM OF AGREEMENT

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

10.2  The initial term of this Agreement shall become effective ______, 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: __________________________________________________________________________
    Donald Holod
    Highway Commissioner
    Addison Township Road District

ATTEST BY: ______________________________________________________________________
    Pamela Joy Moretti
    Town 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, municipal, and township 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 of 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" as defined by the United States Environmental Protection Agency within the watershed planning jurisdictions to ensure prioritization of efforts regarding public involvement and participation initiatives.

The County will support training initiatives throughout each watershed to engage 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 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 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 limits of the Township utilizing County personnel and equipment.

The County will provide the Township 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 Township.

The County agrees to obtain copies of the Notice of Intent (NOI) for each facility within the jurisdiction of the County and the Township 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 Township, 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 Township within a reasonable time prior to the County conducting dye testing as part of tracing procedures.
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.

**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.

**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, Townships, and Municipalities 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 Township in following the good housekeeping measures outlined in the ILR40 permit.

The County will coordinate shared services to the Township, with the 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 Township 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 Township.
Exhibit B
Municipal Tasks
Scope of Work

Public Education and Outreach on Storm Water Impact

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

Public Involvement / Participation

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

Illicit Discharge Detection and Elimination

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

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

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

The Township shall provide County staff with a copy of the most recent version of the Township’s MS4s atlas (system map) and a map/guide of all MS4 outlets within the Township’s territory. The Township shall further make available for review and copying by the County, upon request, any additional Township 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 Township staff. The Township shall further provide proof of the Township’s (and County’s) right to access any property owned or controlled by a third-party. The Township shall notify the County when new records are created.

The Township shall grant the County access to all Township-owned parcels, Township right-of-ways, Township easements and license areas and all other areas where the Township has the right to access whenever such access by the County is necessary for, or prudent to, the County’s performance of the work identified in Exhibit A. In the event the Township 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.
Pollution prevention/ good housekeeping for municipal operations

The Township 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 Township will also be responsible for ensuring that its staff and procedures adhere to good housekeeping measures to minimize the discharge of pollutants from Township properties, infrastructure, and operations. The Township may choose to partner with the County to share services for maintenance of BMPs and associated infrastructure.

Monitoring

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

Reporting

The Township 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 Township promoted education and outreach efforts within its jurisdiction. The Township will also be responsible for providing the County with current staff headcounts for recordkeeping and reporting of good housekeeping related training.

The Township will be responsible for posting the Annual Report on its website or providing a link on its website to the Countywide Annual Report.
### Exhibit C
### Hourly Rates

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

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

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

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

Equipment will be paid for on an hourly basis per IDOT rates according to EquipmentWatch.com (formerly Rental Rate Blue Book) plus hourly rates for required staff according to Exhibit C. All equipment to be used will be agreed upon prior to the commencement of work. Rates are subject to change by providing 60 days written notice to the Township.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND WBK ENGINEERING, LLC
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES
(TOTAL CONTRACT: $45,000)

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to construct stormwater management and drainage improvements and to enter into agreements for the purposes of stormwater management and flood control (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 & 5/5-15001 et seq.); and

WHEREAS, pursuant to said authority, the COUNTY periodically undertakes smaller scale stormwater management, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its smaller scale stormwater management, drainage and flood control activities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services, on an on-call basis, and is willing to perform the required services for an amount not to exceed forty five thousand dollars and no cents ($45,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the COUNTY and WBK Engineering, LLC is hereby accepted and approved in an amount not to exceed forty five thousand dollars ($45,000.00); and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174 Attn. John Wills; Anthony Hayman/State's Attorney’s Office; County Auditor; Finance Director; Treasurer; Purchasing; and three (3) copies to the DuPage County Stormwater Management.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.
Requisition 25k and over

SM-P-0144-18

DU PAGE COUNTY BOARD

Attest: _________________________________

PAUL HINDS, COUNTY CLERK
PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>NEW PURCHASE ORDER REQUEST</th>
</tr>
</thead>
<tbody>
<tr>
<td>DATE SUBMITTED</td>
</tr>
<tr>
<td>CONTRACT TOTAL AMOUNT</td>
</tr>
<tr>
<td>CONTRACT TERM</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
</tr>
</tbody>
</table>

SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  
Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Jan Janowicz  
  Completed  
  04/19/2018 10:18 AM
- Tony Charlton  
  Completed  
  04/19/2018 10:24 AM
- Kathy Ostrowski  
  Completed  
  04/19/2018 12:52 PM
- James McGuire  
  Completed  
  04/23/2018 10:08 AM
- Paul Rafac  
  Completed  
  04/25/2018 8:18 AM
- Tom Cuculich  
  Completed  
  04/25/2018 9:27 AM
- Kathy Ostrowski  
  Completed  
  04/25/2018 11:33 AM
- Stormwater Management Committee  
  Completed  
  05/01/2018 7:30 AM
- Finance Committee  
  Pending  
  05/08/2018 8:00 AM
- County Board  
  Pending  
  05/08/2018 10:00 AM
**Procurement Review Checklist**

**Procurement Services Division**

This form must accompany all Purchase Order Requisitions

Attach Required Vendor Ethics Disclosure Statement

---

**Vendor:** WBK Engineering, LLC  
**Vendor #:** 12800  
**Contract Term:** 4/30/2019  
**Contract Total:** $45,000.00

**Dept:** Stormwater Management  
**Contact:** Jamie Lock  
**Phone:** 630-407-6705  
**Assigned Committee:** Stormwater

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

$45,000 - contract for on-call engineering and professional services for inspection, evaluation, design and permitting for County owned and operated stormwater facilities.

**Reason for Procurement:**

DuPage County’s stormwater facilities require periodic inspection and certification to ensure they remain safe and functional. Occasionally, those inspections may result in the need to have repair/maintenance or modifications to the facility. Additionally, stormwater management periodically oversees construction of flood control projects, and requires additional assistance with oversight, shop drawing review, and project management. This contract is to complete all of the work noted above as it relates to DuPage County owned and/or operated Stormwater Management Facilities and flood control projects.

---

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1600-3000-53010
- Budget Transfer (Date) Add'l Information

---

**DECISION MEMO NOT REQUIRED**

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

---

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # (Include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID #

---

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

**JCL**  
Prepared By: Date: Apr 18, 2018  
Recommended for Approval: 4-18-18  
IT Approval, if required: Date:  

**REVIEWED BY (Initials Only)**

**Buyer**  
Date: 4-23-18  
Procurement Officer: Date: 4-23-18

**Chief Financial Officer**  
Date: 4-25-18  
Chairman’s Office: Date: 4-25-18

---

**Attachment:** WBK - Checklist (SM-P-0144-18 : On-Call Professional Engineering Services for Stormwater Facilities - WBK)
Action Requested - Identify the action to be taken and the total cost; for instance, approval of new contract, renew contract, increase contract, etc.

Approval of a new contract with WBK Engineering, LLC for on-call engineering and professional services associated with repair and/or maintenance of the flood control facilities operated and maintained by DuPage County and construction management assistance for flood control projects countywide.

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

DuPage County owns and operates several facilities countywide during flood events to reduce the likelihood of flooding along the riverine systems within the County. Stormwater Management also oversees construction of flood control projects implemented throughout the County.

Strategic Impact

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

Quality of Life

Operation of DuPage County’s stormwater facilities is necessary to reduce the likelihood of flooding within the County. Period inspection and maintenance of these facilities is necessary to ensure they remain safe and functional, to operate as intended.

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

This contract was vetted based on the County’s Qualified Based Selection (QBS) process, which allows for Professional Services to be vetted through an open and transparent process. Requests for Statements of Qualifications were sent to firms throughout the industry. Statements of Interest were received from 10 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater has determined that WBK has the most qualified staff based on the information received to perform necessary services. Based on a comprehensive review of the Statement of Interest, Stormwater Management determined that WBK Engineering, LLC is qualified to perform this work on behalf of the County.

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

1) Award a contract to WBK Engineering, LLC., a full service engineering firm, for on-call services related to the operation and maintenance of DuPage County Stormwater Management Facilities.
2) Hire in-house Structural, Electrical, and Mechanical Engineers to inspect and evaluate several of the County owned and operated facilities which may require design and permitting services to be completed by others as a result of the facility evaluations.

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.

1600-3000-53010
$45,000
**Purchase Requisition**

**Procurement Services Division**

**Date:** Apr 18, 2018

**MinuteTraq (IQM2) ID #:** 12505

**Department Req #:** 16001

**RFP, Bid or Quote #:**

---

**Send Purchase Order To:**

<table>
<thead>
<tr>
<th>Vendor: WBK Engineering, LLC</th>
<th>Vendor #: 12800</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: John Willis</td>
<td>Email:</td>
</tr>
<tr>
<td>Address: 116 W. Main St. Suite 201</td>
<td></td>
</tr>
<tr>
<td>City: St. Charles</td>
<td>State: IL</td>
</tr>
<tr>
<td>Phone: (630) 443-7755</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

**Send Invoices To:**

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<td>Fax:</td>
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</table>

**Ship To:**

<table>
<thead>
<tr>
<th>Dept: DuPage County Stormwater Division:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attn: Jamie Lock Email: <a href="mailto:Jamie.Lock@dupageco.org">Jamie.Lock@dupageco.org</a></td>
</tr>
<tr>
<td>Address: 421 N. County Farm Rd. Room:</td>
</tr>
<tr>
<td>City: Wheaton State: IL Zip: 60187</td>
</tr>
<tr>
<td>Phone: (630) 407-6705 Fax: (630) 407-6701</td>
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<td>Phone: (630) 443-7755</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></td>
</tr>
<tr>
<td>Destination</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Use for:**

<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>Jamie Lock</td>
<td>May 8, 2018</td>
<td>Apr 30, 2019</td>
<td>PO25 only</td>
</tr>
</tbody>
</table>

**LN** | **Qty** | **UOM** | **Item Detail (Product #)** | **Description** | **FY** | **Dept #** | **Acct #** | **Sub-Accts and/or Activity #** | **Unit Price** | **Extension** |
<table>
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</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This contract is for on-call engineering and professional services for inspection, evaluation, design and permitting for County owned and operated stormwater facilities for the period of May 8, 2018 through April 30, 2019.</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53010</td>
<td>45,000.00</td>
<td>45,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $45,000.00

**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):
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS  
AND WBK ENGINEERING, LLC  
FOR ON CALL PROFESSIONAL ENGINEERING SERVICES

This Professional Service Agreement ("AGREEMENT"), is made this 8th day of May, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and WBK Engineering, LLC, an Illinois limited liability corporation licensed to do business in the State of Illinois, with offices at 116 W. Main Street, Suite 201, St. Charles, IL 60174; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to develop watershed plans, undertake measures to control and protect against flooding, manage stormwater 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, pursuant to said authority, the COUNTY periodically undertakes smaller scale stormwater management, drainage and flood control activities; and

WHEREAS, the COUNTY requires various professional services (surveying, wetland analysis, flood plain modeling, etc.), on an on-call basis, as necessary for its smaller scale stormwater management, drainage and flood control activities; and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services for an amount not to exceed forty five thousand dollars and no cents ($45,000.00).

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

1.0 INCORPORATION AND CONSTRUCTION.

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

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

2.0 SCOPE OF SERVICES.

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

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

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

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

3.1 Authorization to proceed with tasks described in Exhibit "A" shall be given on behalf of the COUNTY by the Chief Engineer of the Stormwater Management Department (hereinafter referred to as the "Chief"), in the form of a written notice to proceed following execution of the AGREEMENT by the appropriate County official.
3.2 In addition to the Notice to Proceed, the Chief, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3., 15.3 and 21.2.

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

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

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

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

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

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the
written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by April 30, 2019, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the Chief directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

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

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed forty five thousand dollars and no cents ($45,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the base hourly rates of CONSULTANT’s staff. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved vendors’ technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.”
7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.

7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

7.5 The CONSULTANT shall submit its invoices, for services rendered and allowable expenses, to the COUNTY on a not more often than monthly basis, and no later than sixty (60) days following completion of the work being invoiced. Each invoice shall summarize, as applicable, the tasks performed, the budgeted hours and money for the pay period per task, the actual hours and money spent during the pay period per task, personnel used per task, and the percentage complete for each task. When requested by the COUNTY as a condition of Federal or State assistance and, or, reimbursement, the CONSULTANT shall submit certified time sheets as additional documentation for the invoiced work. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation.
7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT’s full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

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

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

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

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided naming the County of DuPage c/o Director, Stormwater Management Department, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

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

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The
CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

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

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

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

9.0 INDEMNIFICATION

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

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental
Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT’S services, and its vendors’, shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S expiration or termination, the CONSULTANT shall have no right to cure under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above
term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT’S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY’S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.
13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT’S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or
(b) The expiration of this AGREEMENT on April 30, 2019, or to a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before April 30, 2019.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.
17.0 **ENTIRE AGREEMENT.**

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

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

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

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

18.0 **ASSIGNMENT.**

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
19.0 SEVERABILITY.

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

WBK Engineering, LLC
116 W. Main Street
Suite 201
St. Charles, IL 60174
ATTN: John Wills, P.E., President

DuPage County Department of Stormwater Management
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Anthony J. Charlton

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered
mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/Failure TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 Reserved.

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.
24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT’S request, proof of COUNTY’S permission, or legal authority, to enter onto the property of a third party.

25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances (“Hazardous Substances”) related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY’S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but CONSULTANT shall
not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT’S agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY’S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE                     WBK ENGINEERING, LLC

BY:__________________________     BY:___________________________
   DANIEL J. CRONIN               JOHN J. WILLS

ATTEST:

BY:__________________________     BY:__________________________
   PAUL HINDS, COUNTY CLERK     NAME:
                              TITLE:
EXHIBIT A

SCOPE OF WORK

This contract is an on-call contract that will have tasks assigned by the Director. These tasks may include the following:

1. **Final Surveying** - Conduct field survey as needed for the preparation of final design plans, specifications, contract documents, and plats of survey for the recommended improvements. Determine the locations and elevations of utilities, physical structures, pavements and other pertinent items (to be placed on final engineering plans). The County will provide digital two-foot topographic maps. A minimum of two permanent benchmarks are to be established within the project site for future use. Descriptions of the permanent benchmarks shall be included on the final plan set. All benchmarks shall be tied into the DuPage County system of benchmarks.

2. **Final Stormwater Modeling** - Develop final hydrologic/hydraulic computer model as necessary for final permitting requirements. Simulations shall be run for both existing and proposed ‘final design’ conditions. The modeling method to be utilized shall be approved by DuPage County staff prior to commencement of work. If necessary for the evaluation of the final design, a downstream hydraulic analysis will be required to evaluate potential impacts to downstream properties.

3. **Wetland Report & Analysis** – Develop wetland report detailing potential wetland impacts and required wetland avoidance arguments per the requirements set forth by the County of DuPage and the Corp of Engineers. If project is located in close vicinity to regulatory wetlands, all required wetland field work will be included in the project scope. Only wetland firms previously approved by the County of DuPage will be allowed to serve as subconsultants on project design.

4. **Final Permitting** - Prepare and submit the necessary plans and permit applications to the appropriate agencies. These may include but not be limited to the following: The US Army Corps of Engineers, DuPage County Stormwater Management, DuPage County DOT, DuPage County Forest Preserve District, The Illinois Department of Conservation, The Illinois EPA, Illinois Department of Natural Resources, IDOT—Bureau of Roads, IDOT-Bureau of Hydraulics, and the Federal Emergency Management Agency. The Consultant shall be required to obtain all permits necessary for the construction of the final project design, unless explicitly directed otherwise in writing by the County.

5. **Final Engineering Plans, Construction Specifications, and Contract Documents** - Final Engineering Plans and Construction Specifications: Resolve design issues and prepare final construction level engineering drawings and construction specifications for the bidding and construction of the proposed improvements. The engineering plans shall generally consist of plan and profile
view drawings of the proposed improvements to a scale agreed upon with County staff, a project location map, general construction notes, a traffic control plan, an erosion control plan, a legend describing the symbols used, a summary of quantities, detailed drawings of proposed work items and methods, and cross sections at appropriate locations. For each item of the proposed improvements, the Consultant shall be required to prepare detailed construction specifications describing the work to be done to complete the item, material requirements, construction requirements, testing requirements, method of measurement, and basis for payment. Final engineering plans and specifications shall be signed and sealed by a registered Professional Engineer licensed to do business in the State of Illinois.

Contract Documents:
Prepare necessary bidding and contract documents required for the bidding and construction of the proposed improvements. The bidding and contract documents shall generally consist of the invitation to bid, instructions to bidders, bid form, general conditions of the contract, special provisions, contract construction forms and all other contents of the project contract document manual. The County will provide the General Conditions of the Contract upon which the contract documents shall be based. In addition, the County will provide the invitation to bid, instructions to bidders, bid form, and contract construction forms to the consultant in electronic format. These items will require modification by the Consultant to correspond with the final design submitted by the Consultant. Special provisions shall be provided by the Consultant for items not covered by the specifications or other parts of the contract documents.

6. Project Progress Meetings and Review of Deliverables – The Consultant shall attend to a project kickoff meeting and a 50 percent complete design review meeting with the County staff. The Consultant must address all design review comments submitted by the County. The Consultant must deliver 90 percent complete design drawings and specifications to the County for review and comments prior to finalizing the Contract Documents. All site surveying, stormwater modeling, wetland delineation and permits, easements, site benchmark and utility information must be completed prior to the 90 percent design review by the County.

7. Bidding and Construction Support - Provide assistance during the bidding process including preparing any necessary addendum’s, drawings, and/or specifications. The Consultant may be required to be present at a pre-bid meeting (at a time and location to be arranged by the County) to answer technical questions regarding the project. Provide engineering services for any changes or clarifications required in the field as a result of any unforeseen conditions outside of the scope of this contract. Additional engineering services required due to professional errors or omissions shall be provided by the Consultant at no cost to the County.
EXHIBIT B

DELIVERABLES

The following deliverables are indicative of the deliverables that may be requested by the COUNTY under the terms of this contract. This contract is an on-call contract with deliverables specified by County staff. These may include:

1. Project support documentation
2. Meeting minutes
3. Correspondence (third party)
4. Survey information including:
   - Cross-section plots
   - Location map plotted on County topographic maps
   - Sketches of hydraulic structures
   - Computer input/output
   - Photographs of existing conditions
5. Existing stormwater conveyance system maps
6. Local watershed map
7. Horizontal and vertical control point map
8. Horizontal and vertical control point descriptions
9. Hydrologic model input and output files (hard copy and computer disk)
10. Hydraulic model input and output files (hard copy and computer disk)
11. Exhibits and props for public, committee, and County Board presentations
12. Construction level engineering plans, construction specifications, and contract documents (including one full set of plans on velum, or approved equal)
13. Utility maps (phone, sewer, electric, cable, water, gas, private utilities, etc.).
14. DuPage County stormwater management permit
15. All other necessary permits
16. Plat of easement exhibits for all required temporary and permanent easements
17. Engineer’s cost estimate for the construction of the proposed improvements
18. Geotechnical report (prepared by approved subconsultant) detailing all analysis completed for the project

The County will provide the following materials for use with this project:

1. Assistance in public, committee, and County Board presentations
2. Guidance in establishing design criteria
4. Electronic copies of the general conditions of the contract, the invitation to bid, instructions to bidders, bid forms, and contract construction forms
5. Guidance in establishing Specifications format
6. Guidance in selecting design materials
7. Electronic topography for project site area.
8. Copies of all requested aerial photography.
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of Fees and Hourly Rates, as applicable.

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<thead>
<tr>
<th>Classification</th>
<th>Pay Rate Range</th>
</tr>
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<tr>
<td>Engineer VI</td>
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</tr>
<tr>
<td>Engineer V</td>
<td>$54.00 - $70.00</td>
</tr>
<tr>
<td>Engineer IV</td>
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</tr>
<tr>
<td>Engineering Technician IV</td>
<td>$42.00 - $54.00</td>
</tr>
<tr>
<td>Engineering Technician III</td>
<td>$32.00 - $42.00</td>
</tr>
<tr>
<td>Engineering Technician II</td>
<td>$24.00 - $32.00</td>
</tr>
<tr>
<td>Engineering Technician I</td>
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</tr>
<tr>
<td>Senior Scientist</td>
<td>$50.00 - $70.00</td>
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<tr>
<td>Environmental Resource Specialist IV</td>
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</tr>
<tr>
<td>Urban Planner VI</td>
<td>$60.00 - $70.00</td>
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<tr>
<td>Urban Planner V</td>
<td>$48.00 - $60.00</td>
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<tr>
<td>Urban Planner IV</td>
<td>$35.00 - $48.00</td>
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<tr>
<td>Urban Planner III</td>
<td>$29.00 - $36.00</td>
</tr>
<tr>
<td>Urban Planner II</td>
<td>$22.00 - $29.00</td>
</tr>
<tr>
<td>Professional Land Surveyor</td>
<td>$40.00 - $50.00</td>
</tr>
<tr>
<td>Intern</td>
<td>$12.00 - $17.00</td>
</tr>
<tr>
<td>Office Professional</td>
<td>$16.00 - $28.00</td>
</tr>
</tbody>
</table>

Actual pay rates will be billed to the County at a 2.80 multiplier.
Required Vendor Ethics Disclosure Statement

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

Date: 4/11/2018

Company Name: WBK Engineering, LLC
Contact Phone: 630-443-7755
Company Contact: John Wills, President
Contact Email: jwills@wbkengineering.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, “contractor or vendor” includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

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

<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
- Any request for change order except those issued by the county for administrative adjustments

The full text for the county’s ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature: [Redacted]

Printed Name: John Wills

Title: President

Date: 4/11/2018

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
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND RUETTIGER, TONELLI & ASSOCIATES, INC.
FOR PROFESSIONAL LAND SURVEYING SERVICES

This Professional Service Agreement (“AGREEMENT”), is made this 8th day of May, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Ruettiger, Tonelli & Associates, Inc., licensed to do business in the State of Illinois, with offices at 129 Capista Drive, Shorewood, IL 60404: (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

WHEREAS, the Illinois General Assembly has granted the County of DuPage (“COUNTY”) authority to regulate floodplains and stormwater management, to provide flood control and stormwater management and to enter into agreements for purposes related thereto (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.; and

WHEREAS, the COUNTY requires professional land surveying services to support the Stormwater Management Department’s watershed planning, project design, land acquisition, operations and maintenance needs; and

WHEREAS, the CONSULTANT has experience and expertise in this area, is in the business of providing professional land surveying services and is willing to perform the required services for an amount not to exceed Forty thousand dollars and no cents ($40,000.00); and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Procurement Ordinance; and

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached AGREEMENT between the County of DuPage and Ruettiger, Tonelli & Associates, Inc. is hereby accepted and approved in an amount not to exceed Forty thousand dollars and no cents ($40,000.00) and that the Chairman of the DuPage County Board is hereby authorized and directed to

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to and Ruettiger, Tonelli & Associates, Inc., 129 Capista Drive, Shorewood, IL 60404, Attn: Kenneth J. Pesavento, PLS; Anthony Hayman/State's Attorney's Office; and the DuPage County Stormwater Management Department.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.
Requisition 25k and over

SM-P-0145-18

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 TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 19, 2018</td>
<td>$40,000</td>
<td>APRIL 30, 2019</td>
<td>STORMWATER MANAGEMENT COMMITTEE</td>
</tr>
</tbody>
</table>

### SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Jan Janowicz  Completed  04/19/2018 9:03 AM
- Tony Charlton  Completed  04/19/2018 10:00 AM
- Kathy Ostrowski  Completed  04/19/2018 1:07 PM
- James McGuire  Completed  04/23/2018 3:53 PM
- Paul Rafac  Completed  04/25/2018 8:16 AM
- Tom Cuculich  Completed  04/25/2018 9:29 AM
- Kathy Ostrowski  Completed  04/25/2018 1:33 PM
- Stormwater Management Committee  Completed  05/01/2018 7:30 AM
- Finance Committee  Pending  05/08/2018 8:00 AM
- County Board  Pending  05/08/2018 10:00 AM
Packet Pg. 809

Procurement Review Checklist

Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Vendor: Ruettiger, Tonelli & Associates, Inc
Vendor #: 14178

Contract Term: April 30, 2019
Contract Total: $40,000.00

Dept: Stormwater Management
Contact: Shunn
Phone: 6676
Assigned Committee: Stormwater

Description of Procurement/Scope of Work/Background:
On-call Professional Land Surveying Services to support the Stormwater Management Department’s watershed planning, project design, land acquisition, and in-house design activities.

Reason for Procurement:
Stormwater staff does not include professional land surveyors necessary for performing the scope of work defined in the tasks noted previously. Professional Land Surveying services are vital for completion of both current and future stormwater projects.

FUNDING SOURCE

☐ Procurement budgeted for (FY and budget code(s)): 1600-3000-53010 $40,000.00

☐ Budget Transfer (Date) ____________ Add'l Information

DEcision Memo NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)

☐ RENEWAL, Enter Bid # ________________________________ ☐ Intergovernmental Agreement

☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)

☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility

☐ PER 55 ILCS 5/5-1022 ‘Competitive Bids’ (c) not suitable for competitive bidding. Explain below:

DEcision Memo REQUIRED

☐ Cooperative Procurement (DPC-107) or Government Joint Purchasing Act Procurement (30ILCS525)

☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________ (Include Evaluation Summary if applicable)

☐ RENEWAL OF RFP # ________________________________

☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)

☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)

☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)

☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________

PREPARED BY AND APPROVAL(S) (Initials Only)

SHUNN
Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

$V
Buyer
Date
Procurement Officer
Date

Chief Financial Officer
(Decision Memos Over $25,000)
Date
Chairman’s Office
(Decision Memos Over $25,000)
Date
**Decision Memo**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Requesting Department: Stormwater Management</th>
<th>Department Contact: Shunn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:sarah.hunn@dupageco.org">sarah.hunn@dupageco.org</a></td>
<td>Contact Phone: 6676</td>
</tr>
<tr>
<td>Vendor Name: Ruettiger, Tonelli &amp; Associates, Inc.</td>
<td>Vendor #: 14178</td>
</tr>
</tbody>
</table>

**Date:** Apr 18, 2018  
**MinuteTraq (IQM2) ID #:** 12512  
**Department Requisition #:** 16001812

---

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

Approval of new contract with Ruettiger, Tonelli & Associates, Inc to perform Professional Land Surveying services for the Stormwater Management Department for a contract total not to exceed $40,000.00

---

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

This On-call Professional Land Surveying Services is necessary to support the Stormwater Management Department's watershed planning, project design, land acquisition, and in-house design activities.

---

**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.

In order to reduce or eliminate the likelihood of flooding throughout the County, Stormwater Management studies watershed and river systems to complete comprehensive studies. As part of these studies, the department utilized professional land surveyors (PLS) to collect data of detailed stream cross sections. Additionally, the department continually uses PLS services to get high accuracy data at our existing facilities to ensure they are in good working order.

---

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

Stormwater Management only selects Professional Land Surveying firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Qualifications were sent to firms throughout the industry. Statement's of Interest were received from 15 firms. Stormwater staff utilized an evaluation team to review and rank firms, taking into consideration the qualifications of the firm, experience of key personnel, and understanding of unique stormwater scope of services. Stormwater has determined that Ruettiger, Tonelli & Associates, Inc has the most qualified staff based on the information received to perform necessary services.

---

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

Staff recommendation is to award a PLS contract to Ruettiger, Tonelli & Associates, Inc. Other options would be to utilize in-house staff to collect data or not collect the data at all. These other options are not recommended by Stormwater staff as we do not have the in-house capability to collect high accuracy data and we have a responsibility to ensure our facilities are operational and stable.

---

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

FY18 1600-3000-53010 $40,000. This is less than the amount for this on-call contract included in the FY18 budget detail submitted to and approved by the Stormwater Management Planning Committee.
**Send Purchase Order To:**

Vendor: Ruettiger, Tonelli & Associates, Inc.
Vendor #: 14178
Attn: 
Email: 
Address: 129 Capista Drive
City: Shorewood State: IL Zip: 60404
Phone: (815) 744-6600 Fax: (815) 744-0101

**Send Invoices To:**

Dept: DuPage County Stormwater Division:
Attn: Sarah Hunn Email: Sarah.hunn@dupageco.org
Address: 421 N. County Farm Rd. Room:
City: Wheaton State: IL Zip: 60187
Phone: (630) 407-6676 Fax: (630) 407-6701

**Send Payments To:**

Vendor: Ruettiger, Tonelli & Associates, Inc.
Vendor #: 14178
Attn: 
Email: 
Address: 129 Capista Dr.
City: Shorewood State: IL Zip: 60404
Phone: (815) 744-6600 Fax: (815) 744-0101

**Ship To:**

Dept: DuPage County Stormwater Division:
Attn: Sarah Hunn Email: Sarah.hunn@dupageco.org
Address: 421 N. County Farm Rd. Room:
City: Wheaton State: IL Zip: 60187
Phone: (630) 407-6676 Fax: (630) 407-6701

**Payment Terms**

F.O.B. PO 20 Delivery Date Requisitioner

**PER 50 ILCS 505/1**

Destination

**Use for**

PO25 only

<table>
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<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extensor</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td></td>
<td>This contract is for professional land surveying services to support the Stormwater Management Department for the period of May 8, 2018 through April 30, 2019.</td>
<td>18</td>
<td>1600</td>
<td>3000</td>
<td>53010</td>
<td>40,000.00</td>
<td>40,000.00</td>
<td>40,000</td>
</tr>
</tbody>
</table>

**Requisition Total:** $40,000

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
This Professional Service Agreement ("AGREEMENT"), is made this 8th day of May, 2018 between COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 North County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and Ruettiger, Tonelli & Associates, Inc., licensed to do business in the State of Illinois, with offices at 129 Capista Drive, Shorewood, IL 60404: (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereafter sometimes individually referred to as a “party” or together as the “parties.”

RE CITA L S

WHEREAS, the Illinois General Assembly has granted the County of DuPage ("COUNTY") authority to regulate floodplains and stormwater management, to provide flood control and stormwater management and to enter into agreements for purposes related thereto (Illinois Compiled Statutes, Chapter 55, paragraphs 5/5-1062.3 and 5/5-15001 et seq.; and

WHEREAS, the COUNTY requires professional land surveying services to support the Stormwater Management Department’s watershed planning, project design, land acquisition, operations and maintenance needs; and

WHEREAS, the CONSULTANT has experience and expertise in this area, is in the business of providing professional land surveying services and is willing to perform the required services for an amount not to exceed Forty thousand dollars and no cents ($40,000.00); and

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.
1.3 The exhibits referenced in this AGREEMENT shall be deemed incorporated herein and a part thereof.

2.0 SCOPE OF SERVICES.

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

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

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

2.4 Any work, assignments or services to be performed by professionals under this AGREEMENT shall be performed and, or, supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

3.0 NOTICE TO PROCEED.

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

3.2 In addition to the Notice to Proceed, the DIRECTOR, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.4, 7.1, 8.2, 8.3, 15.3 and 21.2.
3.3 The CONSULTANT shall not perform additional work related to a submittal made to the COUNTY until the COUNTY has completed its review of the submittal unless otherwise directed by the DIRECTOR or his designee. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS AND VENDORS.

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

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

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

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its Written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 Unless otherwise defined in the Scope of Work, the CONSULTANT shall submit a schedule for completion of the project within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by April 30, 2019, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES.

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or within fourteen (14) days following a notice of termination, or when the DIRECTOR directs, the deliverables specified in Exhibit "B" of this AGREEMENT, attached hereto, which is hereby incorporated by reference.

7.0 COMPENSATION.

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

7.2 Total payments to the CONSULTANT under the terms of this AGREEMENT shall not, under any circumstances, exceed Forty thousand dollars and no cents ($40,000.00). This amount is a “not to exceed” amount. In the event the COUNTY directs CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0. The CONSULTANT may charge the COUNTY for direct expenses incurred during such work.

7.3 For work performed, the COUNTY will pay on a basis at a 2.8 direct labor multiplier applied to the base hourly rates of CONSULTANT’s staff. The multiplier includes the CONSULTANT’s cost of overhead, profit and incidental costs. A schedule of the hourly rates for CONSULTANT’s staff, and approved vendors’ technical or professional staff, identified by position or assignment, is attached and incorporated hereto as Exhibit “C.”

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work defined in Exhibit "A". For direct expenses, including supplies, materials, photocopying, postage/shipping, and other costs directly related to the specific reports and presentations as required by the COUNTY, the COUNTY shall pay on an actual cost basis without any markup added.
7.4.a For all direct expenses costing more than $25.00, the CONSULTANT shall include with its invoice to the COUNTY, as documentation of such expenses, copies of receipts from the Consultant’s vendors indicating the price(s) paid by Consultant for such expensed materials and/or items.

7.4.b CONSULTANT shall not include computer and vehicle charges (including mileage) as direct expenses.

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

7.6 Upon receipt, review and approval of properly documented invoices, the COUNTY shall pay, or cause to be paid, to the CONSULTANT the amounts invoiced, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to hold back a sum equal to not more than five percent (5%) of the total contract sum to ensure CONSULTANT’s full performance. The COUNTY shall not be required to pay CONSULTANT more often than monthly.

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

7.8 The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced. Payment will not be made on invoices submitted later than six-months (180 days) after the expiration date of this AGREEMENT and any statute of limitations to the contrary is hereby waived.
7.9 Invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130/) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor website at http://www.state.il.us/agency/idol/ or calling (312) 793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor website, satisfies the notification of revisions by the COUNTY to the CONSULTANT, pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its vendors of the revised rates of wages.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o Director, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL  60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.
8.1.d **Commercial (Comprehensive) Automobile Liability Insurance** with minimum limits of at least one million dollars ($1,000,000.00) for any one person and one million dollars ($1,000,000.00) for any one occurrence of death, bodily injury or property damage in the aggregate annually. **An Endorsement must also be provided naming the County of DuPage c/o Director, its’ officers, elected officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.**

8.1.e **Professional Liability Insurance (Errors and Omissions)** shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

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

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

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

9.0 INDEMNIFICATION

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

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, the attorney representing the COUNTY, under this paragraph or paragraph 9.1, must be the State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Government and Governmental Employees Tort Liability Act (745 ILCS 10/1, et seq.) or otherwise available to it, or the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is engaging this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S, and its vendors’, standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional firms practicing in DuPage County, Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT’S services, and its vendors’, shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ vendors, in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the AGREEMENT’S
expiration or termination, the CONSULTANT shall have no right to cure under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful misconduct by the CONSULTANT or its vendors.

11.0 BREACH OF CONTRACT

11.1 In the event of any breach of contract, the non-breaching party shall give notice to the breaching party stating with particularity the nature of the alleged breach. The breaching party shall be allowed a reasonable opportunity to cure the breach. A Party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other Party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a Party hereto has failed to timely cure a breach of this AGREEMENT, the other Party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1, below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT. A breach of any covenant or term of this AGREEMENT by one of the CONSULTANT’S vendors shall be deemed a breach by the CONSULTANT.

12.0 OWNERSHIP OF DOCUMENTS.

12.1 The CONSULTANT agrees that all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in Paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other
than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITY.

13.1 The CONSULTANT, and its vendors, shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and its vendors, shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, or otherwise commit an unfair employment practice. CONSULTANT, and its vendors, shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3); and further certifies that it has not been barred from public contracting under any Federal statute or regulation. The CONSULTANT agrees that it shall not use any vendor that has been barred from being awarded a public contract, or subcontract, under Illinois or Federal law to perform work under this AGREEMENT.

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT’S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of CONSULTANT'S services under this AGREEMENT.
14.0 MODIFICATION OR AMENDMENT.

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges receipt of a copy of the DuPage County Procurement Ordinance, which is hereby incorporated into this AGREEMENT, and has had an opportunity to review it. CONSULTANT agrees to submit changes to the Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT.

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

(a) The early termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on April 30, 2019, or on a new date agreed upon by the parties.

(c) The completion by the CONSULTANT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before April 30, 2019.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT, or during a provisional extension period. The COUNTY is not liable and will not pay the CONSULTANT for any work performed after the AGREEMENT’S expiration or termination. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to the AGREEMENT’S termination, or expiration, and delivered in accord with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 14.1, above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without
cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from the COUNTY, at the COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, excepting surviving insurance and indemnification obligations, but the parties shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for deliverables tendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of this AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, CONSULTANT shall provide all deliverables within fourteen (14) days of termination in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT.

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

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

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

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

18.0 ASSIGNMENT.

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.
19.0 SEVERABILITY.

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW.

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

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

21.0 NOTICES.

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

Ruettiger, Tonelli & Associates, Inc
129 Capista Drive
Shorewood, IL 60404
ATTN: Kenneth J. Pesavento, PLS

DuPage County Department of Stormwater Management.
421 N. County Farm Road
Wheaton, Illinois 60187
ATTN: Sarah Hunn, P.E.

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (b) served by facsimile transmission during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday); or (c) served by email transmittal during regular business hours (8:00 a.m.-4:30 p.m. CST or CDT Monday–Friday), return receipt requested; or (d) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid. Notices served personally or by facsimile transmission shall be effective
upon receipt, notices served by email shall be effective upon confirmation of delivery by electronic receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

23.0 FORCE MAJEURE.

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 QUALIFICATIONS

24.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval. This provision shall also apply to any vendors used by the CONSULTANT in the performance of AGREEMENT-related work.

24.2 Reserved

24.3 Failure of the CONSULTANT to use qualified personnel to perform technical or professional service for any task, assignment or project related to this AGREEMENT shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for an immediate termination of this AGREEMENT.

24.4 The CONSULTANT shall require any vendors utilized for AGREEMENT-related work to employ qualified persons to the same extent such qualifications are required of the CONSULTANT’s
personnel. The COUNTY shall have the same rights under Paragraph 24.3, above, with respect to the CONSULTANT’S vendors being properly staffed while engaged in AGREEMENT-related work.

25.0 ACCESS TO PROPERTY.

25.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY cannot secure access to property for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon CONSULTANT’S request, proof of COUNTY’S permission, or legal authority, to enter onto the property of a third party.

25.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

26.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES.

26.1 All non-hazardous samples and by-products from sampling processes in connection with the services provided under this AGREEMENT shall be disposed of by CONSULTANT in accordance with applicable law; provided, however, that any and all such materials, including wastes, that cannot be introduced back into the environment under existing law without additional treatment, and all hazardous wastes, radioactive wastes, or hazardous substances (“Hazardous Substances”) related to the Services, shall be packaged in accordance with the applicable law by CONSULTANT and turned over to COUNTY for appropriate disposal. CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. CONSULTANT, at COUNTY’S request, may assist COUNTY in identifying appropriate alternatives for off-site treatment, storage, or disposal of the Hazardous Substances, but CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. COUNTY shall sign all
necessary manifests for the disposal of Hazardous Substances. If COUNTY requires: (1) CONSULTANT’s agents or employees to sign such manifests; or (s) CONSULTANT to hire, for COUNTY, the Hazardous Substances transportation, treatment, or disposal contractor, then for these two purposes, CONSULTANT shall be considered to act as COUNTY’S agent so that CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

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

COUNTY OF DUPAGE

BY: ___________________________  BY: ___________________________
DANIEL J. CRONIN                        KENNETH J. PESAVENTO, PLS

RUETTIGER, TONELLI & ASSOCIATES, INC

ATTEST:

BY: ___________________________  BY: ___________________________
PAUL HINDS,
COUNTY CLERK                        NAME:
TITLE:
EXHIBIT A

SCOPE OF WORK

This Exhibit includes the scope of work for providing surveying services as needed in support of the DuPage County Stormwater Management Department’s activities in watershed planning, floodplain mapping, project design, land acquisition, and operation and maintenance activities. Services may include the following:

- Preparation of project specific proposals with a relatively quick turnaround time
- Hydraulic structure surveys
- Topographic surveys
- Boundary surveys
- Settlement surveys
- Stream cross section surveys and Manning roughness calculations
- Resolution of discrepancies in monumentation
- Field survey data reduction
- Surveying of high water location/elevation following significant storm events
- Surveying of low-water entry elevations for houses
- Preparation of legal descriptions
- Preparation of exhibits specific to information obtained in the field
- Submit signed and sealed plats of survey, consistent with the requirements of DuPage County and/or Municipalities in which work is performed
- Other services as needed
EXHIBIT B

DELIVERABLES

The following deliverables will be submitted to the COUNTY before completion of the contract.

- Structure (culvert/bridge/weir) data on CD
- Cross-section data on CD
- Copies of field books, including traverse plots and closure calculations
- Photographs of structures and cross-sections
- Table describing horizontal and vertical control points
- Table survey or code descriptions
- Sketches
- Digital files of survey points
- Cross-section location maps
- Topographic mapping
- Plats of survey, signed and sealed
- Legal descriptions
EXHIBIT C

SCHEDULE OF FEES AND HOURLY RATES FOR CONSULTANT’S STAFF

The CONSULTANT will bill the COUNTY for all tasks, assignments, and work performed in accordance with the following schedule of rates.

<table>
<thead>
<tr>
<th>Name/Classification</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal in Charge/Project Principal</td>
<td>63.00-70.00</td>
</tr>
<tr>
<td>Project Manager/Project Engineer</td>
<td>45.00-62.00</td>
</tr>
<tr>
<td>Project Surveyor</td>
<td>40.00-55.00</td>
</tr>
<tr>
<td>Survey Crew Chief</td>
<td>28.00-40.00</td>
</tr>
<tr>
<td>Survey Technicians</td>
<td>25.00-47.00</td>
</tr>
<tr>
<td>Instrument Person</td>
<td>14.00-20.00</td>
</tr>
<tr>
<td>Administrative/Clerical</td>
<td>14.00-20.00</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.

Date: Apr 18, 2018

Bid/Contract/PO #: 

<table>
<thead>
<tr>
<th>Company Name: Ruettiger, Tonelli &amp; Associates, Inc.</th>
<th>Company Contact: Kenneth J. Pesavento</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 815-744-6600</td>
<td>Contact Email: <a href="mailto:kpesavento@ruettigertonelli.com">kpesavento@ruettigertonelli.com</a></td>
</tr>
</tbody>
</table>

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

   □ NONE (check here) - if no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
<tbody>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Ruettiger, Tonelli &amp; Assoc., Inc.</td>
<td>cash</td>
<td>$250.00</td>
<td>Oct 29, 2010</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Ruettiger, Tonelli &amp; Assoc., Inc.</td>
<td>cash</td>
<td>$250.00</td>
<td>Nov 7, 2015</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Ruettiger, Tonelli &amp; Assoc., Inc.</td>
<td>cash</td>
<td>$250.00</td>
<td>Nov 4, 2016</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Ruettiger, Tonelli &amp; Assoc., Inc.</td>
<td>cash</td>
<td>$250.00</td>
<td>Mar 31, 2018</td>
</tr>
<tr>
<td>Citizens for Dan Cronin</td>
<td>Ruettiger, Tonelli &amp; Assoc., Inc.</td>
<td>cash</td>
<td>$75.00</td>
<td>Mar 31, 2018</td>
</tr>
<tr>
<td>Citizens for Puchalski</td>
<td>Ruettiger, Tonelli &amp; Assoc., Inc.</td>
<td>cash</td>
<td>$250.00</td>
<td>Apr 23, 2015</td>
</tr>
</tbody>
</table>

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

   □ NONE (check here) - if no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

The full text for the county's ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Signature on File

Printed Name

Kenneth J. Pesavento

Title

Vice President

Date

Apr 18, 2018

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS
AND GLEN ELLYN PARK DISTRICT FOR THE ACKERMAN PARK PERMEABLE
PAVER WATER QUALITY IMPROVEMENT PROJECT

WHEREAS, the GLEN ELLYN PARK DISTRICT (“PARK DISTRICT”) and the
COUNTY OF DUPAGE (“COUNTY”) are public agencies within the meaning of the Illinois
“Intergovernmental Cooperation Act” and as authorized by Article 7, Section 10 of the
Constitution of the State of Illinois; and

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

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

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

WHEREAS, the PARK DISTRICT has developed a conceptual design report for the
design, construction, and maintenance of a permeable paver parking lot project at Ackerman
Park to include retrofitting a portion of an existing parking lot with permeable pavers and
creating native vegetated bioretention islands (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the PARK DISTRICT have determined that the
construction of the PROJECT will benefit local citizens by improving the water quality and
reduction of stormwater runoff into the East Branch DuPage River watershed; and

WHEREAS, the PARK DISTRICT has requested COUNTY participation in cost sharing
the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an
amount not to exceed thirty five thousand five hundred sixty seven dollars and no cents
($35,567.00); and

WHEREAS, the PARK DISTRICT shall pay all PROJECT expenses up front and will be
reimbursed for qualified expenses per this AGREEMENT; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
AGREEMENT between the COUNTY and the PARK DISTRICT is hereby accepted and
approved in an amount not to exceed thirty five thousand five hundred sixty seven dollars and no
cents ($35,567.00); and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the AGREEMENT on behalf of the COUNTY.

BE IT FURTHER RESOLVED that the DuPage County Clerk be directed to transmit certified copies of this Resolution and the attached AGREEMENT to the Glen Ellyn Park District, 185 Spring Avenue, Glen Ellyn, IL 60137; and Anthony Hayman/State's Attorney's Office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: __________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

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<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

No Decision Memo Required  Intergovernmental Agreement

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<tr>
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INTERGOVERNMENTAL AGREEMENT BETWEEN COUNTY OF DUPAGE, ILLINOIS AND GLEN ELLYN PARK DISTRICT FOR THE ACKERMN PARK PERMEABLE PAVERS WATER QUALITY IMPROVEMENT PROJECT

This INTERGOVERNMENTAL AGREEMENT is made this 8th day of May 2018 between the COUNTY OF DUPAGE, a body politic and corporate, with offices at 421 N. County Farm Road, Wheaton, Illinois (hereinafter referred to as the COUNTY) and the GLEN ELLYN PARK DISTRICT, a body politic and corporate, with offices at 185 Spring Avenue, Glen Ellyn, IL 60137 (hereinafter referred to as the PARK DISTRICT).

RECITALS

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

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

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

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

WHEREAS, the PARK DISTRICT has developed a conceptual design report for the design, construction, and maintenance of a permeable paver project at Ackerman Park to include retrofitting a portion of an existing asphalt parking lot with permeable pavers and creating native vegetated bioretention islands (herein referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the PARK DISTRICT have determined that the construction of the PROJECT will benefit local citizens by improving the water quality and reduction of stormwater runoff in the East Branch DuPage River watershed; and

WHEREAS, the PARK DISTRICT has requested COUNTY participation in cost sharing of the PROJECT through a grant from the COUNTY’S Water Quality Improvement Program in an amount not to exceed thirty-five thousand five hundred sixty-seven dollars and no cents ($35,567.00); and
WHEREAS, the PARK DISTRICT shall pay all PROJECT expenses up front and will be reimbursed for qualified expenses per this AGREEMENT; and

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

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

1.0 INCORPORATION AND CONSTRUCTION.

1.1 All recitals set forth above are incorporated herein and made a part thereof, the same constituting the factual basis for this AGREEMENT.

1.2 The headings of the paragraphs and subparagraphs of this AGREEMENT are inserted for convenience of reference only and shall not be deemed to constitute part of this AGREEMENT or to affect the construction hereof.

2.0 PROJECT DESCRIPTION.

2.1 The PROJECT involves the construction of a permeable paver project to increase water quality benefits. The improvements include retrofitting a portion of an existing asphalt parking lot with permeable pavers and creating native vegetated bioretention islands. The goal of the PARK DISTRICT is to complete the parking lot retrofit project which will reduce pollutant loadings to the East Branch DuPage River.

2.2 The PROJECT shall be developed essentially in accord with the conceptual design report (Ackerman Park Funding Application), dated January 5th 2018, as prepared by the Engineering Resource Associates, which document is incorporated herein by reference but is not attached hereto due to space limitations. The best management practices shall be maintained and monitored by the PARK DISTRICT or their consultant.

3.0 FUNDING.

3.1 The total water quality related PROJECT costs are estimated to be one hundred forty-two thousand two hundred sixty-eight dollars and no cents ($142,268.00). The cost share is as follows, unless otherwise agreed to in writing as provided in Paragraph 3.2 below:
GLEN EL LYN PARK DISTRICT  
COUNTY OF DUPAGE  
TOTAL

75%  
25%  
100.0%

$106,701  
$ 35,567  
$142,268

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

3.3 This AGREEMENT shall in no way obligate the PARK DISTRICT to undertake this PROJECT if the PARK DISTRICT in its sole discretion determines that it is no longer in the PARK DISTRICT’S best interest to proceed with this PROJECT. However, in the event the PROJECT is not substantially completed (excepting post-construction monitoring) by January 1, 2019, the PARK DISTRICT shall promptly reimburse the COUNTY any monies paid by the COUNTY to the PARK DISTRICT pursuant to this AGREEMENT. The PARK DISTRICT’S right to retain the COUNTY’S reimbursement of PROJECT costs is expressly conditioned upon the PARK DISTRICT’S timely and satisfactory completion of the PROJECT.

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

4.0 PARK DISTRICT’S RESPONSIBILITIES.

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

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

4.3 The PARK DISTRICT shall be responsible for securing all local, county, state, and federal permits necessary for completion of the PROJECT.
4.4 The PARK DISTRICT shall be responsible for submitting copies of all permit applications and related correspondence to the COUNTY in a timely manner to ensure sufficient review by the COUNTY. The purpose of the COUNTY'S review shall be for the sole purpose of documenting whether PROJECT work components qualify as allowable expenses.

4.5 The PARK DISTRICT shall be responsible for obtaining all required land rights necessary for the completion of the PROJECT.

4.6 The PARK DISTRICT shall not be reimbursed by the COUNTY for work undertaken prior to the signing of this AGREEMENT.

4.7 The PARK DISTRICT may enter into additional agreements to secure its portion of the local PROJECT costs.

4.8 The PARK DISTRICT shall submit no more than one invoice per month to the COUNTY during the construction and maintenance phases of the PROJECT. Under no circumstances should the COUNTY be invoiced more than twenty five percent (25%) of total incurred PROJECT costs up to the limits as established in Paragraph 3.1. The invoice shall show the quantities and cost per item and be summarized by PROJECT area.

4.9 The PARK DISTRICT shall make direct payments, or cause to have payments made, to all parties providing services related to this PROJECT. This requirement will not affect the COUNTY'S obligation to reimburse the PARK DISTRICT in the amounts herein agreed upon, nor shall this provision affect the PARK DISTRICT'S obligation to repay the COUNTY in the event the PROJECT is not undertaken or completed, as established in Paragraph 3.3.

4.10 The PARK DISTRICT shall make any data collected from the PROJECT available to the COUNTY upon reasonable request by the COUNTY. The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and all work documents (i.e., plans, change orders, field orders, construction manager diaries, etc.). The COUNTY shall provide the PARK DISTRICT reasonable advanced notice of when the COUNTY requires such access.

4.11 The COUNTY shall not be responsible for or have control over the design, construction, means, methods, techniques or procedures with respect to any work performed for the PROJECT. The PARK DISTRICT and PARK DISTRICT'S contractors shall be solely responsible for the safety of all individuals performing work on the PROJECT. The PARK DISTRICT shall take such measures as are necessary to ensure that its contractors maintain the PROJECT areas in a safe condition and install appropriate barricades and warning signs, and the PARK DISTRICT shall strictly enforce or cause to have strictly enforced all applicable safety rules and regulations. This provision is not intended to create any new
burden or liability for the PARK DISTRICT beyond the usual burdens and liabilities for a municipality in the construction of public improvements. This section is intended merely to relieve the COUNTY from such liabilities in this PROJECT. COUNTY’S role in conducting any review or granting any consent or approval relates solely to the PROJECT’S eligibility under the COUNTY’S Water Quality Improvement Program.

4.12 The PARK DISTRICT must acknowledge the COUNTY using logo(s) and/or wording provided by the COUNTY in permanent onsite signage as well as any printed materials promoting the PROJECT.

5.0 COUNTY’S RESPONSIBILITIES.

5.1 The COUNTY shall reserve the right to review the PROJECT’S plans and specifications, prior to the PARK DISTRICT’S advertisement for contract services, together with any subsequent change orders, addendums, or revisions thereto (“CONTRACT DOCUMENTS”), for the purpose of verifying that PROJECT components qualify for reimbursement through the COUNTY’S Water Quality Improvement Program. The COUNTY shall promptly provide the PARK DISTRICT with any recommended changes to the CONTRACT DOCUMENTS for PROJECT components to qualify for reimbursement.

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

5.2.1 The COUNTY shall reimburse the PARK DISTRICT for approved costs associated with the PROJECT at a fixed proportion of twenty five percent (25%) of the PROJECT costs, which have been incurred and paid for by the PARK DISTRICT, as specified in Paragraph 3.1.

5.2.2 The total reimbursement amount paid by the COUNTY shall not exceed thirty-five thousand five hundred sixty-seven dollars and no cents ($35,567.00).

5.2.3 In the event PROJECT costs total less than one hundred forty two thousand two hundred sixty eight dollars and no cents ($142,268.00), the COUNTY’S total reimbursement amount shall be not more than twenty five percent (25%) of the actual total PROJECT costs. Any amounts overpaid by the COUNTY shall be promptly refunded by the PARK DISTRICT.

5.2.4 The COUNTY shall not be obligated to pay invoices received after May 1, 2019, regardless of when the work was completed and notwithstanding that the COUNTY’S contribution limit has not been reached.
5.3 The COUNTY shall be allowed unlimited, but reasonable, access to the PROJECT area to observe and review PROJECT work and work documents (i.e., plans, change orders, field orders, manager diaries, etc.) for the limited purpose of determining eligibility for COUNTY reimbursement, and the use of all data collected as part of the PROJECT. The COUNTY shall provide the PARK DISTRICT reasonable advance notice of when the COUNTY requires such access.

6.0 GOVERNMENT REGULATIONS.

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

7.0 INDEMNIFICATION.

7.1 The PARK DISTRICT shall indemnify, hold harmless and defend the COUNTY or any of its officials, officers, employees, and agents from and against all liability, claims, suits, demands, liens, proceedings and actions, including reasonable costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the PARK DISTRICT’S performance under this AGREEMENT to the fullest extent the PARK DISTRICT is so authorized under the law; provided, however, that the PARK DISTRICT shall not be obligated to indemnify, hold harmless and defend the COUNTY for any negligent or intentional wrongful misconduct or omissions by COUNTY officials, employees, agents, contractors or personnel.

7.2 The PARK DISTRICT shall require each consultant and contractor responsible for the construction, maintenance, or monitoring of the PROJECT to name the PARK DISTRICT and COUNTY as an additional insured party on said vendor’s liability insurance policy. Further, the PARK DISTRICT shall require that its consultants and contractors indemnify, defend and hold harmless the PARK DISTRICT and COUNTY, its officers, employees and elected officials from and against any claims, liability or judgments resulting from, or caused by, the negligence or willful conduct of such consultant and, or contractor.

7.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, liens, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 7.1 is to be the State’s Attorney, in accord with the applicable law. The COUNTY’S participation in its defense shall not remove PARK DISTRICT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.
Moreover, indemnity as provided in this AGREEMENT shall not be limited by reason of any insurance coverage maintained by the PARK DISTRICT or its consultants, contractors or agents. The PARK DISTRICT'S indemnification of the COUNTY shall survive the termination, or expiration, of this AGREEMENT.

8.0 AMENDMENT OR MODIFICATION OF THIS AGREEMENT.

8.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties, excluding term extensions as provided for in the following provision.

8.2 Notwithstanding Paragraph 8.1, above, the term for performing this AGREEMENT may be extended by any suitable COUNTY designated form, signed by both parties without formal amendment pursuant to Paragraph 8.1, above.

9.0 TERM OF THIS AGREEMENT.

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

9.1.1 May 1, 2019 or to a new date agreed upon by the parties.

9.1.2 The completion by the PARK DISTRICT and COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before May 1, 2019.

10.0 ENTIRE AGREEMENT.

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

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

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

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

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

12.0 GOVERNING LAW.

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

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

13.0 NOTICES.

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

Dan Hopkins
Superintendent of Parks and Planning
Glen Ellyn Park District
185 Spring Avenue
Glen Ellyn, Illinois, 60137

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

14.0 WAIVER OF/FAILURE TO ENFORCE BREACH.

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

15.0 NO WAIVER OF TORT IMMUNITIES

15.1 Nothing contained in any provision of this Agreement is intended to constitute nor shall constitute a waiver of the defenses, privileges or immunities available to the
IN WITNESS OF, the parties set their hands and seals as of the date first written above.

COUNTY OF DUPAGE

Daniel J. Cronin,
Chairman

ATTEST:

Paul Hinds,
County Clerk

GLEN ELLYN PARK DISTRICT

Dan Hopkins
Superintendent of Parks and Planning

ATTEST:

Nicholas Cinquegrani
Superintendent of Finance & Personnel
# Purchase Requisition

**Procurement Services Division**

---

### Send Purchase Order To:

- **Vendor:** Glen Ellyn Park District  
  - **Address:** 185 Spring Avenue  
  - **Phone:** (630) 858-2462

- **Attn:**  
  - **Email:**

---

### Send Invoices To:

- **Vendor:** Dept: DuPage County Stormwater  
  - **Address:** 421 N. County Farm Rd.  
  - **City:** Wheaton  
  - **Phone:** (630) 407-6680

- **Attn:** Mary Beth Falsey  
  - **Email:** Falsey@dupageco.org

---

### Send Payments To:

- **Vendor:** Glen Ellyn Park District  
  - **Address:** 185 Spring Avenue  
  - **Phone:** (630) 858-2462

- **Attn:**  
  - **Email:**

---

### Ship To:

- **Vendor:** Dept: DuPage County Stormwater  
  - **Address:** 421 N. County Farm Rd.  
  - **City:** Wheaton  
  - **Phone:** (630) 407-6680

- **Attn:** Mary Beth Falsey  
  - **Email:** Falsey@dupageco.org

---

### Payment Terms:

- **F.O.B.:** PER 50 ILCS 505/1

### PO 20 Delivery Date:

- **Requisitioner:**

### Use for:

- **Contract Administrator:** Mary Beth Falsey  
  - **Contract Start Date:** May 8, 2018  
  - **Contract End Date:** May 1, 2019

---

### Item Detail (Product #)

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<td>53830</td>
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**Requisition Total:** $35,567.00

---

**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):
### Procurement Review Checklist

**Procurement Services Division**

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

<table>
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<th>Vendor: Glen Ellyn Park District</th>
<th>Vendor #: 140/2</th>
<th>Contract Term: 5/8/18-5/1/19</th>
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<tr>
<td>Dept: Stormwater Management</td>
<td>Contact: Mary Beth Falsey</td>
<td>Phone: (630) 407-6080</td>
<td>Assigned Committee: Stormwater Management</td>
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</tbody>
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**Description of Procurement/Scope of Work/Background:**
The project includes a retrofitting a portion of an existing asphalt parking lot with permeable pavers as well as the addition of bioinfiltration islands planted with native vegetation.

**Reason for Procurement:**
Since 2000, Stormwater Management's Water Quality Improvement Program has budgeted funds to provide financial assistance for projects that provide a regional water quality benefit to DuPage County streams. The Ackerman Park Permeable Paver project has been selected for funding for the FY 2018 Water Quality Improvement Program grant.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1600-3000-53830
- Budget Transfer (Date): ________________ Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**BASIS OF DECISION MEMO (attach Decision Memo)**

- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (include Evaluation Summary if applicable)
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ________________

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

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**REVIEWED BY (Initials Only)**

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<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman's Office</th>
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<tbody>
<tr>
<td>W</td>
<td>4-25-18</td>
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INTERGOVERNMENTAL AGREEMENT BETWEEN
THE LISLE-WOODRIDGE FIRE PROTECTION DISTRICT
AND THE COUNTY OF DU PAGE FOR
SHARED GEOGRAPHICAL INFORMATION SYSTEM (GIS) SERVICES

WHEREAS, the Lisle-Woodridge Fire Protection District ("DISTRICT") and County of DuPage ("COUNTY") are public agencies within the meaning of the Illinois "Intergovernmental Cooperation Act", as specified in the Illinois Statute, 5 ILCS 220/1 et seq., and as authorized by Article 7, Section 10 of the Constitution of the State of Illinois; and

WHEREAS, the purpose 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 COUNTY and DISTRICT have entered into an Intergovernmental Agreement ("AGREEMENT") to permit County staff to review geospatial data from the Lisle-Woodridge Fire Protection District and develop a GIS application to map the routes and dispatch locations for the District, as specified in the AGREEMENT attached hereto; and

WHEREAS, the Technology Committee has reviewed and recommends County Board approval of the attached AGREEMENT.

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

BE IT FURTHER RESOLVED, that the County Clerk be directed to transmit certified copies of this Resolution and attached to the Lisle-Woodridge Fire Protection District, ATTN: Chief Keith Krestan, 1005 School Street, Lisle, IL 60532, and Conor McCarthy, State's Attorney's office.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
Memo

To: Chief Keith Krestan (Lisle-Woodridge Fire Protection District)

From: Tom Ricker (DuPage County GIS)

cc:

Date: February 26, 2018

Re: Scope of Work, Time & Pricing for GIS Shared Services

Please find below the project summary, scope of work along with time and pricing we discussed concerning the GIS shared services.

GIS Application & Support Services:

The Lisle-Woodridge Fire Protection District (LWFPD) has asked that DuPage County GIS provide pricing for GIS shared services. The LWFPD was looking to have maps of their various dispatched calls mapped out. The maps that needed updating were data that came out of a report program they currently are using called Firehouse. In looking at the hard copy maps produced from this data coming out from this Firehouse program, DuPage GIS would like to proposed that we create for LWFPD a GIS web application. This GIS application would allow LWFPD staff to query out this firehouse information so that dynamic maps of all their dispatch calls can be displayed from multiple devices such as Desktops, Laptops, Tablets and Smartphones. This application would show LWFPD updated spatial data on monthly intervals as opposed to a static hard copy map that could be outdated data after time.

Data Review and ArcGIS Online Startup:

County GIS Staff have currently reviewed the LWFPD’s data from their firehouse application. We will need to perform some additional reviews prior to the devolvement of the GIS web application.

The LWFPD has one standalone licensee of ArcGIS Desktop. With this one licensee, it provides LWFPD with use and access to ArcGIS online. ArcGIS Online is a cloud base online, collaborative web GIS that allows users to use, create, and share maps, apps, layers, analytics, and data. GIS staff will work with the LWFPD and with ESRI in getting their ArcGIS online account up and working to house the map layers of the call data along with the web map and the GIS application.
GIS Application Development:

County GIS staff will work with LWFPD to develop a GIS application that will map out their dispatched calls coming from their current firehouse application. County GIS staff will geocode each location provided by LWFPD. The points from the geo-coding process will be published to a Hosted Feature Layer in ArcGIS Online. This hosted layer will then be used as the main map layer for data queries and analysis in the proposed GIS application.

The proposed GIS application will be what is called a "Dashboard" application. Users will be able to not only view the locations on the map but see dynamic graphs and charts that correspond with the location being viewed in the web map.

With the application development county staff, will work with LWFPD to set up data queries and filters. These queries and filters will allow LWFPD staff to manipulate the viewable data from within the application and map. Examples: 300- "Rescue and EMS incident other" between 1/01/2017 thru 5/31/2017.

With the queries and or filters performed in the application, the map will turn off all other incidents outside of the 300 code and the dates requested and show only the incidents that were requested through the query noted in the example.

Monthly Data Updates:

Every month County GIS staff will obtain an updated data dump from the Firehouse Software application. County GIS staff will geocode only those new records since the last monthly data dump.

Hard Copy Map Production:

County staff will support current and future hard copy map production. Staff will utilize current map templates to create such maps.

GIS Software Support:
County GIS staff will provide software support for LWFPD staff for the various ESRI licensed products ArcGIS Desktop, ArcGIS Online and ArcGIS Collector, along with Geodatabase Shapefiles. Software support can be conducted onsite or through screen sharing web meetings.

**Hours and Reimbursement Charges:**

<table>
<thead>
<tr>
<th>DATE</th>
<th>STAFF</th>
<th>DESCRIPTION</th>
<th>QTY</th>
<th>RATE</th>
<th>AMOUNT</th>
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* Reoccurring Service (Hourly Rate Could be Scheduled for Change)

The above rate is based on a specific county GIS staff work rate and could be subject to change. If changes in the work rate does occur DuPage GIS will notify the Lisle-Woodridge Fire Protections District prior to the change.
Intergovernmental Agreement
GIS Services

This INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the County of DuPage ("County"), Illinois, a body corporate and politic and the Lisle Woodridge Fire Protection District, ("District") is a fire protection district established pursuant to 70 ILCS 705 (collectively “the Parties”).

Recitals
WHEREAS, the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/ et. seq) authorize units of local government, including counties and fire protection districts, to contract or otherwise associate among themselves in any manner not prohibited by law and to jointly exercise any power, privilege or authority conferred upon them by law; and

WHEREAS, the County has staff with exceptional skill and expertise in the area of GIS data organization and development of views, groups, and applications; and

WHEREAS, the Parties have entered into this Agreement to conserve resources, reduce costs, and to improve the efficiency and economy of developing geospatial data and displaying data and queries related to the District’s dispatched calls, and

WHEREAS, this IGA permits County staff to review the data currently kept by the District, and

WHEREAS, this IGA permits County staff to develop a GIS application which will map the routes and dispatch locations for the District,

WHEREAS, this IGA allows the District to have more reliable and up to date fire protection data, and

WHEREAS, this IGA eliminates duplication of effort, and facilitates the sharing of expertise and data, and provides low cost services to the District,

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereby agree as follows:

Part 1 – Incorporation of the Recitals & Definitions

Section 1.1 – Recitals Incorporated. The recitals set forth above are incorporated in this Agreement by reference and made a part of this IGA.
Section 1.2 – Definitions.
A. “County” or “The County” shall refer to the County of DuPage.
B. “District” or “The District” shall refer to the Lisle Woodridge Fire Protection District.

Part 2 – Obligations of the County

Section 2.1 – Generally. The County, by and through its information technology department, shall inventory and reorganize the current ArcGIS features and available data. The County will work with the District to establish an ArcGIS online account to house map layers of call data in addition to the web map and GIS application. The County will develop a GIS application which will map the dispatched call coming from the current firehouse application, geocode each location provided by the District, and develop a hosted map layer for queries and analysis in the application. The County will create a “dashboard” application, which will permit users to both view map locations but also see dynamic graphs and charts corresponding to the map location. County will collaborate with District to establish data queries and filters which will permit the District to sort and manipulate data within the application and map. Every month, the County will obtain an updated data dump from the District and geocode only new records contained in the data dump. The County will support current and future hard copy map production using current templates. The County will provide limited software support for ERSI licensed products.

Section 2.2 – Scope of Work. The Scope of Work Memorandum is hereby attached and incorporated into this agreement by reference as Exhibit A. Where there are any differences between the terms of this Agreement and the terms of the Scope of Work, the Scope of Work shall control.

Section 2.3 – No Further Obligations. The County shall have no further obligations under this IGA, beyond providing the services listed in Section 2.1.

Part 3 – Obligations of the District

Section 3.1- Generally. The District shall cooperate with the County in all aspects of the data collection, input, and analysis, including making data or files accessible to the County.

Section 3.2 – Payment
The District agrees to reimburse the County for the staff time involving the services provided under this agreement at the hourly work rate of $58.95 for data review, application development, data updates, or similar work. Map production work shall be reimbursed at $36.54 per hour. If the work rate is modified, the County shall notify the District prior to the change and offer the opportunity to cancel this Intergovernmental Agreement.

Section 4.1 - No Joint Venture. This IGA shall not be construed in such a way that either party is deemed to be, the representative, agent, employee, partner, or joint venture of the other. The Parties shall not have the authority to enter into any other Agreement, or to assume any liability, on behalf of the other party, or to bind or commit the other party in any manner, except as expressly provided herein.

Section 4.2 - Entire Agreement. This IGA constitutes the entire Agreement of the Parties with respect to the subject matter hereof and supersedes all other prior and contemporary Agreements, understandings, representations, negotiations, and commitments between the Parties with respect to the subject matter hereof.

Section 4.3 – Representations. Each party represents that it has the authority to enter into this IGA and undertake the duties and obligations contemplated by this IGA and that it has taken or caused to be taken all necessary action to authorize the execution and delivery of this IGA.

Section 4.4 – Unenforceable Provisions/ Severability. In the event that any provision of this Agreement held to be unenforceable by any court or tribunal having jurisdiction over the Parties and, or, subject matter, the Parties agree that all other provisions of this IGA continue to have their full force and effect and shall not be affected thereby.

Section 4.5 - Damages Limitation. In the event of a breach of this IGA by the County, District shall be entitled to no consequential damages. The District may only recover, at most, the total cost of the services involved in the breach.

Part 5 – Term

Section 5.1. – Term of Agreement. This IGA shall become effective upon ratification by the Parties’ respective corporate authority and shall remain in effect until or unless terminated in accordance with Section 5.2, or upon material renegotiation.

Section 5.2 – Termination of Agreement. Either Party may cancel this IGA at any time upon thirty (30) day's written notice of such, authorized by the corporate authorities of the cancelling Party, directed to the presiding officer. The District may terminate within fourteen (14) days of any change in the County’s work rate, upon written notice of such, authorized by the corporate authorities of the cancelling party and directed to the presiding officer.
Section 5.3 – Termination by Operation of Law. This IGA shall cease to be effective upon the enactment of any federal or state statute, rule, or regulation that materially impairs the ability of one or both parties to perform their obligations under the IGA.

WHEREFORE, the Parties have signed and executed this IGA as of the date written below in the County of DuPage, State of Illinois.

COUNTY OF DUPAGE:

Daniel J. Cronin
DuPage County Board Chairman

Attest: ________________________________
Paul Hinds
DuPage County Clerk

Date: ________________________________

LISLE WOODRIDGE FIRE PROTECTION DISTRICT:

Attest: ________________________________

Date: ________________________________
AWARDING RESOLUTION TO
TRUE NORTH CONSULTING GROUP FOR
TELECOM NEEDS ANALYSIS,
BUDGET AND RFP DEVELOPMENT
(CONTRACT TOTAL AMOUNT: $43,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest responsible bidder has been designated and the Technology Committee recommends County Board approval for the issuance of a contract to True North Consulting Group, for Telecom Needs Analysis, Budget & RFP development, for the period of May 8, 2018 through May 8, 2019, for Information Technology.

NOW, THEREFORE BE IT RESOLVED, that a contract covering said, for Telecom Needs Analysis, Budget & RFP development, for the period of May 8, 2018 through May 8, 2019, for Information Technology, be, and it is hereby approved for issuance of a contract, by the Procurement Division to True North Consulting Group, 3408 Hillcrest Drive, Waco, TX 76708, for a contract total amount of $43,000.00, per bid #18-065-LG.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
**PROCUREMENT REVIEW CHECKLIST**

**REQUISITION**

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th><strong>NEW PURCHASE ORDER REQUEST</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>DATE SUBMITTED</strong></td>
<td><strong>CONTRACT TERM</strong></td>
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<tr>
<td>April 23, 2018</td>
<td>05/08/2018 TO 05/08/2019</td>
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<td><strong>CONTRACT TOTAL AMOUNT</strong></td>
<td><strong>REQUESTING DEPT.</strong></td>
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<td>$43,000.00</td>
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**SOLICITATION METHOD FOR SOURCE SELECTION**

*No Decision Memo Required*  Lowest Responsible Bidder - See attached tabulation

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<tr>
<th>Name</th>
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</thead>
<tbody>
<tr>
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<tr>
<td>Deborah Hanson</td>
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<tr>
<td>Donald Carlsen</td>
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</table>

Packet Pg. 856
Procurement Review Checklist

Vendor: True North Consulting Group, LLC
Vendor #: 28416

Dept: Information Technology
Contact: Wendi Wagner
Phone: 630-407-5064

Contract: 05/08/2018 to 05/09/2019
Total: $43,000.00

Description of Procurement/Scope of Work/Background: Contract with True North Consulting Group LLC to provide consulting services for a VoIP Assessment, Budgeting Report and RFP creation.

Reason for Procurement: DuPage County IT is looking to replace/upgrade our existing telephone system in FY 2019. In preparing for this, it is important to understand the telecommunications needs of all departments, develop a budget based on those needs and then develop an RFP meeting those needs and specifications.

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): FY18 - 1000-1110-53020

DECISION MEMO NOT REQUIRED

☐ LOWEST RESPONSIBLE QUOTE # or BID # ____________________________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
☐ RENEWAL, Enter Bid # ____________________________ (Intergovernmental Agreement)
☐ SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
☐ PER 55 ILCS 5/1-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 ☐ Public Utility
☐ PER 55 ILCS 5/1-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

DECISION MEMO REQUIRED

☐ Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
☑ EXPLANATION OF REQUEST FOR PROPOSAL RFP # 18-065-LG (include Evaluation Summary if applicable)
☐ RENEWAL OF RFP # ____________________________
☐ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

PREPARED BY AND APPROVAL(S) (Initials Only)

S/JG
Prepared By
Date
Recommended for Approval
Date
IT Approval, if required
Date

REVIEWED BY (Initials Only)

Buyer
Date
Procurement Officer
Date

Chief Financial Officer
(Date Decision Memos Over $25,000)
Date
Chairman's Office
(Date Decision Memos Over $25,000)
Date
# Purchase Requisition

**Procurement Services Division**

**Date:** Apr 25, 2018

**MinuteTraq (IQM2) ID #:** 12553

**Department Req #:** 12553

**RFP, Bid or Quote #:** 18-065

---

### Send Purchase Order To:

- **Vendor:** True North Consulting Group LLC
- **Vendor #:**
- **Attn:** Tim Graca
- **Email:** Tim.Graca@tncg.com
- **Address:** 3408 Hillcrest Drive
- **City:** Waco
- **State:** TX
- **Zip:** 76708
- **Phone:** 651-705-1262

### Send Invoices To:

- **Dept:** Information Technology
- **Division:**
- **Attn:** Sarah Godzicki
- **Email:** sarah.godzicki@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5000

### Send Payments To:

- **Vendor:** True North Consulting Group LLC
- **Vendor #:**
- **Attn:** Joseph Bulaga
- **Email:** Joseph.Bulaga@dupageco.org
- **Address:** 140 Third Street South
- **City:** Stillwater
- **State:** MN
- **Zip:** 55082
- **Phone:**

### Ship To:

- **Dept:** Information Technology
- **Division:**
- **Attn:** Joseph Bulaga
- **Email:** Joseph.Bulaga@dupageco.org
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 630-407-5000

---

### Payment Terms

**F.O.B.** PO 20 Delivery Date

**Requisitioner**

**Use for PO25 only**

**Contract Administrator**

- **Contract Start Date:** May 8, 2018
- **Contract End Date:** May 8, 2019

---

### LN | Qty | UOM | Item Detail (Product #) | Description | FY | Dept # | Acct # | Sub-Accts and/or Activity # | Unit Price | Extension |
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<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>Professional Services for Telecom Needs Assessment, Budgetary Cost Estimates, RFP Development and Response evaluation</td>
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<td>1000</td>
<td>1110</td>
<td>53020</td>
<td>43,000.00</td>
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**Requisition Total** $43,000

---

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

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

**User Department Internal Notes** (these comments will NOT appear on the Purchase Order):
Decision Memo
Procurement Services Division
This form is required for all Professional Service Contracts over $25,000 and as otherwise required by the Procurement Review Checklist.

Date: Apr 30, 2018
MinuteTraq (IQM2) ID #: 12553
Department Requisition #: 

Requesting Department: Information Technology
Contact Email: wendi.wagner@dupageco.org

Department Contact: Wendi Wagner
Contact Phone: 630-407-5064

Vendor Name: True North Consulting Group LLC
Vendor #:

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

Enter into a contract for Professional Services for a Telcom Needs Analysis, Budgetary Cost Estimate, and RFP Development and Response evaluation for a new Telephone system.

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

DuPage County’s telephone system will soon be out of support and no longer meets the needs of the County. The system is nearly 15 years old and is built on older technology. To ensure that a new system meets the needs of County staff for now and in the future, utilizing a consultant with experience and knowledge of current and upcoming technologies is necessary.

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

Utilizing a consultant to assess the telecom needs of the County, prepare a budgetary cost analysis, and write an RFP will ensure that the County is getting what we need in a phone system without overspending.

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

An RFP was published and after reviewing the responses, the lowest qualified responder was selected.

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

Other alternatives would include selecting another vendor or having staff perform these tasks. Utilizing True North for this project is the recommended option.

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.

$43,000.00 out of FY18 - 1000-1110-53020

### Criteria Score Sheet

**RFP 18-065-LG**

*Consulting Services for Telecommunications Needs Assessment, Budgetary Information and Requirements Document*

<table>
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<tr>
<th>Criteria</th>
<th>Available Points</th>
<th>True North Wichita, KS</th>
<th>NRG Rosemont, IL</th>
<th>Plante Moran Southfield, MI</th>
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<tbody>
<tr>
<td>Similar Project Experience</td>
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<td>29</td>
<td>29</td>
<td>27</td>
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<tr>
<td>Qualifications of Project Manager and Project Team</td>
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<tr>
<td>Project Approach/Understanding</td>
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<tr>
<td>Price</td>
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<td>Points awarded relative to low price (low price/price) x 20 points</td>
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<td>10</td>
<td>5</td>
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</table>

**NOTES:**

JIVE of Orem, UT was deemed non-responsive because they provided pricing on a phone system, not a needs assessment, budgetary number or RFP development.

ClientFirst of Schaumburg, IL was deemed non-responsive because no sample assessment was submitted as requested and the pricing schedule was part of the document.

<table>
<thead>
<tr>
<th>Invitations sent:</th>
<th>58</th>
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<tbody>
<tr>
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</tr>
<tr>
<td>Total submittals received:</td>
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Required Vendor Ethics Disclosure Statement

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 order to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount of $25,000 or more, 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, board counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees with which the contracting person has made contributions.

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

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

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

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 renewal or 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.dupageil.com/egov/Procurement/Policies

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

Authorized Signature

Print Name: Will Craig
Title: Director | Operations
Date: 02/22/18

Packet Pg. 861
Resolution

DT-R-0112-18

IMPACT FEE IMPROVEMENT CREDIT AGREEMENT
RT 83 & PLAINFIELD LLC
(WILLOWS CENTER 840 PLAINFIELD ROAD, WILLOWBROOK)

WHEREAS, RT 83 & PLAINFIELD LLC (hereinafter referred to as APPLICANT), is in the process of constructing a new supermarket facility in DuPage County which is subject to a Fair Share Road Improvement Impact Fee; and

WHEREAS, the APPLICANT will be making improvements to CH 31/Plainfield Road at Illinois Route 83 which are deemed to be "System Improvements" according to Ordinance ODT-021R-89 §4.28 (hereinafter referred to as ORDINANCE), for which the APPLICANT desires impact fee credits; and

WHEREAS, the APPLICANT has filed an impact fee application (AP170147) on March 21, 2017, under the ORDINANCE; and

WHEREAS, the County of DuPage and the APPLICANT desire to enter into a Fair Share Impact Fee Agreement, in accordance with the ORDINANCE §13.1-7; and

WHEREAS, the County Engineer has reviewed the attached Agreement and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk are hereby authorized to execute the attached Agreement on behalf of the County of DuPage; and

BE IT FURTHER RESOLVED that three (3) copies of this Resolution and Agreement be sent to the APPLICANT, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
FAIR SHARE IMPACT FEE
ROAD IMPROVEMENT CREDIT AGREEMENT
18-01
RT 83 & PLAINFIELD LLC

For use in conjunction with DuPage County Ordinance
ODT-021R-89

This Agreement, entered this ______ day of ___________, 2018, by and between the County of DuPage, a body politic and corporate (hereinafter referred to as “COUNTY”), and RT 83 & PLAINFIELD LLC (hereinafter referred to as “FEE PAYER”).

WHEREAS, the COUNTY has adopted the DuPage County Fair Share Transportation Impact Fee Ordinance ODT-021R-89 (hereinafter referred to as “Ordinance”); and

WHEREAS, the FEE PAYER desires to obtain improvement credits against the impact fee imposed by the Ordinance, or any successor version thereof for any system improvements contributed, paid for or committed to by the FEE PAYER and received by the COUNTY in conjunction with their application for development approval; and

WHEREAS, the FEE PAYER and the COUNTY are desirous of entering into this Fair Share Fee Agreement to define the rights and obligations of the parties pursuant to the DuPage County Fair Share Road Improvement Impact Fee Ordinance, as amended; and

WHEREAS, the FEE PAYER, is desirous of constructing a new commercial supermarket development within DuPage County Impact Fee Service Area 5; and

WHEREAS, the FEE PAYER has submitted Road Improvement Impact Fee Application #AP170147 pursuant to the Ordinance and the COUNTY has determined that the FEE PAYER owes impact fees totaling $ 90,863.00 for the development (see Exhibit A); and

WHEREAS, the County Engineer has determined that the proposed engineering and construction at IL 83 and Plainfield Road are “System Improvements” and are capacity enhancements that are in the interest of the County and the State of Illinois; and

WHEREAS, it is in the interest of the COUNTY that the FEE PAYER accomplish the improvements in accordance with COUNTY and STATE roadway construction standards; and

WHEREAS, the County Engineer has determined that the recommended improvements are system improvements and are therefore eligible for impact fee credits.

IT IS, THEREFORE, agreed by and between the FEE PAYER and the COUNTY as follows:

1. The parties agree that the foregoing recitals are fully incorporated by reference as if fully set forth herein.
2. The COUNTY shall:
   a. Provide the FEE PAYER with a credit against the impact fee for this development in the total amount not to exceed the amount due of $90,863.00, as shown in Exhibit A.
   b. Provide said credit to the FEE PAYER for applicable costs related to the roadway improvement, roadway design, engineering and construction as shown in Exhibit B provided that the FEE PAYER complies with the stipulations outlined in Section 3 below.

3. The FEE PAYER shall complete the forms attached in Exhibit C and:
   a. Inform the County of any change in address. The official mailing address of the FEE PAYER at the time of the executed agreement is: RT 83 & PLAINFIELD LLC, 4333 S Pulaski, Chicago, IL 60632.
   b. Provide the COUNTY sets of roadway and signal plans as well as plat of survey as specified by the COUNTY.
   c. Receive approvals from the Illinois Department of Transportation (IDOT) for the roadway and signal plans in compliance with the schedule of plan submittal required by IDOT.
   d. Use a contractor prequalified by the Illinois Department of Transportation as the prime contractor for the system improvements at the intersection of IL 83 and Plainfield Road and along Plainfield Road (CH 31).
   e. Provide the COUNTY with a copy of the bid tabulations and construction contract sent to the Illinois Department of Transportation.
   f. Provide the COUNTY with copies of construction invoices for all material and labor as provided IDOT.
   g. Provide the COUNTY with final detailed construction quantities and prices as provided IDOT.
   h. Secure the applicable DuPage County highway permit(s) to construct the roadway improvements presented under this agreement.

4. If the FEE PAYER fails to construct the proposed system improvements within 24 months of the execution of the Agreement, the FEE PAYOR shall owe the impact fee of $90,863.00 to the County of DuPage without any credit against said impact fee.

5. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein. This Agreement supersedes all previous communications, representations, or agreements, either verbal or written, between the parties.

6. This Agreement shall remain in full force and effect until this Ordinance has been repealed. This Agreement shall remain in full force and effect if the COUNTY repeals the Ordinance and enacts a similar Ordinance.
7. If any provision of this Agreement is determined invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect without the invalid provision.

8. Any person, firm, entity or corporation who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any of the provisions of this Agreement shall be subject to penalty provisions provided in Section Nineteen of the Ordinance and any other remedies available to the COUNTY in accordance with applicable laws.

9. This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and shall be enforceable by either party in accordance with applicable law.

IN WITNESS WHEREOF, the undersigned FEE PAYER and the COUNTY have caused this Agreement to be duly executed and the COUNTY has attached hereto a copy of the memorandum authorizing the signing official to execute this Agreement.

RECOMMENDED FOR APPROVAL

Christopher Snyder, P.E.
County Engineer

COUNTY:
The COUNTY OF DUPAGE, a body Politic of the State of Illinois

By:
Donald Puchalski, Chairman
Transportation Committee
DuPage County Board

By:
Daniel J. Cronin, Chairman
DuPage County Board

COMPANY:
Rt. 83 & PLAINFIELD LLC

Signature on File

By:
James Dromonas,
President
# Exhibit A - Impact Fee Assessment

## Invoice

**DuPage County Division of Transportation**

421 N. County Farm Road
Wheaton, IL 60187
630.407.6900

**To:** Peter Michael Realty Inc
4333 S Pulaski
Chicago, IL 60632

**Contact:** Eugene Grzynkowicz
773-908-5145

**Date:** 03/16/18
**Invoice #:** AP170147
**IF District:** 9

### Impact Fee Charges

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<tr>
<td>126.80</td>
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**Subtotal $203,833.20**

### Impact Fee Credits

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**Subtotal $112,970.20**

**Total $90,863.00**

Make all checks payable to DuPage County Treasurer

Thank you for your business!
Exhibit B - Scope of Improvements and Creditable Work

System improvements to be credited

Existing condition, IL 83 at Plainfield Road
### Exhibit B - Scope of Improvements and Creditable Work - continued

#### ENGINEER'S OPINION OF PROBABLE COST
PLAINFIELD ROAD ITEMS
Based on Proposed Improvements for Illinois Route 83 and Plainfield Road, Latest Date 11-2-17
February 1, 2018

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EXHIBIT C

CONTACT INFORMATION

Applicant or Appointed Representative: Eugene Grzynkowicz
Company: Rt. 83 and Plainfield LLC
Address: 4333 S Pulaski
City: Chicago State: IL Zip: 60632
Phone: 773-908-5145

IMPACT FEE INFORMATION

Impact Fee Application #: AP170147
Impact Fee Forms Completed?: Yes
Impact Fee Paid?: Not Required, Waived per Agreement

PROJECT INFORMATION

County Highway #: 31
County Highway Section #: NA
Limits: Plainfield Road from 840 Plainfield Road to West of IL 83
Length of Project: ~1,200 feet
Estimated Cost of Improvements\(^1\): $737,613 (see Exhibit B for creditable areas)
Actual Cost of Improvements for which Credit is being sought\(^2\): $90,863 (max allowable)
Is Property Being Dedicated as Part of Improvement?: No
Total Fair Market Value of Property Dedication\(^3\): NA

---

\(^1\) Estimated cost of improvements based on engineer’s estimate submitted for work to be performed.
\(^2\) Actual cost of improvements approved for the final completed and approved project.
\(^3\) This should be based upon an appraisal from a qualified appraiser that has been approved by the County. The County retains the right to hire its own appraiser and to negotiate fair market value. If there are multiple components of the dedication, please show the total value of all components.
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND THE VILLAGE OF WOODRIDGE
CH 31/87TH STREET AT WOODWARD AVENUE
SECTION NO.: 13-00253-01-CH
(COUNTY TO BE REIMBURSED; ESTIMATED $50,200.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) and the Village of Woodridge (hereinafter referred to as VILLAGE) are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, Article VII, Section 10, of the 1970 Constitution of the State of Illinois encourages and provides for units of local government to contract and otherwise associate with each other to exercise, combine or transfer any power or function; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the “Illinois Municipal Code” (65 ILCS 5/1-1-1 et seq.) are authorized to enter into agreements and contracts; and

WHEREAS, the COUNTY has prepared plans and specifications for improvements on CH 31/87th Street at Woodward Avenue, known as Section No.: 13-00253-01-CH (hereinafter referred to as PROJECT); and

WHEREAS, the VILLAGE has requested that the COUNTY incorporate certain sidewalk improvements along Woodward Avenue south of 87th Street as a part of the PROJECT; and

WHEREAS, an Intergovernmental Agreement has been prepared and is attached that outlines the rights, responsibilities and financial obligations of the COUNTY and the VILLAGE related to the PROJECT; and

WHEREAS, the Intergovernmental Agreement must be executed.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board, that the Chairman and Clerk of said Board are hereby directed and authorized to execute the attached Intergovernmental Agreement with the VILLAGE; and
Resolution

DT-R-0149-18

BE IT FURTHER RESOLVED that one (1) original copy of this resolution and Intergovernmental Agreement be sent to the VILLAGE, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
INTERGOVERNMENTAL AGREEMENT BETWEEN THE
COUNTY OF DU PAGE
AND
THE VILLAGE OF WOODRIDGE
CH 31/87TH STREET AT WOODWARD AVENUE
(INTERSECTION IMPROVEMENTS)
SECTION NO.: 13-00253-01-CH
(WOODWARD AVENUE SIDEWALK EXTENSION)

This Intergovernmental Agreement (hereinafter referred to as “AGREEMENT”) is entered into this ______ day of __________, 2017, between the County of DuPage (hereinafter referred to as the “COUNTY”) a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois and the Village of Woodridge, (hereinafter referred to as the “VILLAGE”), a municipal corporation with offices at Five Plaza Drive, Woodridge, Illinois. The COUNTY and the VILLAGE are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECITALS

WHEREAS, the COUNTY in order to facilitate the free flow of traffic and to ensure the safety of the public desires to improve CH 31/87th Street at Woodward Avenue, County Section 13-00253-01-CH (hereinafter referred to as the “PROJECT”); and

WHEREAS, the COUNTY and the VILLAGE desire to cooperate in the construction of the PROJECT because of the benefit of the PROJECT to the residents of DuPage County, the VILLAGE and the public; and

WHEREAS, the VILLAGE has requested that the COUNTY incorporate certain sidewalk improvements along Woodward Avenue south of 87th Street (hereinafter referred to as the “WORK”) as a part of the PROJECT; and

WHEREAS, the COUNTY is willing to incorporate the WORK into the plans for the PROJECT; and

WHEREAS, the COUNTY and the VILLAGE desire to establish the parties’ mutual project cost and maintenance responsibilities with respect to the PROJECT; and

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois
Highway Code" (605 ILCS 5/1-101 et seq.) and the VILLAGE by virtue of its power set forth in the "Illinois Municipal Code" (65 ILCS 5/1-1-1 et seq.) are authorized to enter into this AGREEMENT; and

WHEREAS, a cooperative intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the COUNTY and VILLAGE are public agencies as that term is defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

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

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.

2.0 SCOPE OF PROJECT

2.1. The PROJECT includes, but is not limited to, intersection improvement, adding turn lanes and through lanes, street lighting, traffic signal modernization, water main relocation, and other appurtenant and necessary work. The PROJECT shall also include the WORK.

2.2. The WORK includes the installation of sidewalk on the west side of Woodward Avenue south of 87th Street that will end approximately 150 feet north of Clover Lane to match existing sidewalks. The WORK is intended to be designed and constructed to comply
with the United States Access Board’s Proposed Right of Way Accessibility Guidelines (PROWAG) related to sidewalk requirements.

3.0 RESPONSIBILITIES - JOINT

3.1. The parties agree to cooperate in and make every effort to cause the construction of the PROJECT.

3.2. The COUNTY and VILLAGE agree that the scope of WORK will be added to the contract documents for Section 13-00253-01-CH and said contract documents are incorporated into this AGREEMENT by reference. Exhibit A is attached hereto and incorporated herein by reference outlining the estimated cost to the VILLAGE for the WORK including design and construction engineering.

3.3. The COUNTY and VILLAGE agree that the contract documents for the PROJECT were prepared in an effort to minimize the need to relocate VILLAGE utilities. Should field conditions result in unexpected utility conflict(s), reasonably demonstrated to have been caused based on the information provided to the COUNTY from the VILLAGE, all reasonable costs associated with resolving said utility conflict(s) shall be at the sole cost of the VILLAGE.

4.0 RESPONSIBILITIES OF THE COUNTY

4.1. The COUNTY shall be responsible for all PROJECT costs except as noted herein, act as the lead agency and be responsible for completing all preliminary and design engineering, right-of-way and/or easement acquisition, coordinating with the Illinois Department of Transportation for letting/awarding of construction contract, permit processing except as noted in paragraph 5.3 hereinafter, and utility coordination except as noted in paragraph 3.3 hereinaabove, and construction engineering for the PROJECT. Once the COUNTY has received notice from IDOT regarding the bids, the COUNTY shall provide notice to the VILLAGE of the bid amount related to the WORK. If, within fifteen (15) days of receipt of that information, the VILLAGE notifies the COUNTY
that it does not wish to proceed, the COUNTY shall not proceed with the WORK. In such case, the VILLAGE shall reimburse the COUNTY for any design engineering costs incurred by the COUNTY pursuant to paragraph 5.6 herein.

4.2. Both the COUNTY and VILLAGE agree that the COUNTY shall administer the contract for the construction of the PROJECT. The COUNTY agrees to administer the PROJECT in the best interest of both parties and to consult with, and keep advised, officials of the VILLAGE regarding the progress of the WORK and any problems encountered or changes recommended. No change order which affects the VILLAGE’s facilities, or VILLAGE cost, except normal minor variations in quantities of pay items required to complete the WORK shall be authorized except with prior written approval by the VILLAGE.

4.3. The COUNTY agrees, if necessary, to make arrangements for and apply for permits for PROJECT required adjustments, relocations and modifications, etc. to VILLAGE utility facilities, which are in conflict with the PROJECT at no expense to the VILLAGE.

4.4. The COUNTY will submit Pre-final Plans and Specifications for the PROJECT, including the WORK, to the VILLAGE for review. The COUNTY will correct any errors and address other reasonable comments prior to the submittal of Final Plans and Specifications to the VILLAGE.

4.5. The COUNTY shall reimburse the VILLAGE for pass through consultant plan review and inspection fees concerning the stormwater permit as referenced in paragraph 5.1 hereinafter.

4.6. Upon completion of the PROJECT, the COUNTY shall continue to own, operate and maintain the traffic signal at Woodward Avenue and 87th Street (hereinafter referred to as “SIGNAL”) and shall provide and pay for all costs associated with the future maintenance and repair of the SIGNAL.
5.0 RESPONSIBILITIES OF THE VILLAGE

5.1. The VILLAGE agrees to waive VILLAGE administration fees for plan/stormwater permit reviews/inspections for the PROJECT. This waiver shall not include pass through consultant plan review and inspection fees, for which the COUNTY will reimburse the VILLAGE (estimated to be $7,500.00). The COUNTY agrees to reimburse the VILLAGE within sixty (60) days of receipt of a properly documented invoice from the VILLAGE.

5.2. The VILLAGE hereby grants to the COUNTY, its employees, contractors and agents a right-of-entry for ingress and egress onto, over, under and above the VILLAGE property within the boundaries of the PROJECT for the purpose of constructing the PROJECT. The VILLAGE shall retain the right of ingress and egress over said areas so long as it does not interfere with the COUNTY's work. The COUNTY shall provide twenty four (24) hour notice when it will be entering VILLAGE property and commencing WORK and other PROJECT construction activities. Upon completion of the PROJECT, the right-of-entry shall terminate.

5.3. The VILLAGE agrees, if necessary, to make arrangements for and issue permits for PROJECT required adjustments, relocations, modifications, etc. to utility facilities located within existing VILLAGE rights of way which are in conflict with the PROJECT at no expense to the COUNTY.

5.4. The VILLAGE agrees to reimburse the COUNTY one hundred (100%) percent of the construction costs for the WORK.

5.5. The VILLAGE agrees to reimburse the COUNTY an additional ten (10%) percent of the actual final construction cost of the WORK for construction engineering.

5.6. The VILLAGE agrees to reimburse the COUNTY for the actual design engineering cost for the WORK (estimated to be $4,000.00).

5.7. The VILLAGE agrees to pay the COUNTY fifty (50%) percent of the estimated VILLAGE cost as attached
hereto in Exhibit A upon award of the contract for the PROJECT based upon as-bid unit prices for the WORK. Upon completion of the WORK and based upon the documentation of final costs and quantities, submitted by the COUNTY and a final invoice, the VILLAGE agrees to reimburse the COUNTY for the balance of the estimated VILLAGE cost. All invoices shall be paid within sixty (60) days of receipt of a properly documented invoice from the COUNTY. If necessary, the VILLAGE AND COUNTY shall conduct a project walk through to determine any outstanding items that need to be completed by the contractor prior to final payment.

5.8. The VILLAGE agrees to pay for all monthly energy costs for the SIGNAL upon completion of the PROJECT and shall be invoiced directly by the energy provider for the SIGNAL. The COUNTY and VILLAGE shall mutually coordinate to assure the energy provider has all necessary information to correctly invoice the VILLAGE for all monthly energy costs. In the event of erroneous billing, the COUNTY agrees to provide whatever available documentation regarding the SIGNAL that is needed to correct such billing errors.

5.9. In the event the WORK is completed by another party prior to the letting/contract award referenced in paragraph 4.1 herein, the VILLAGE shall notify the COUNTY and the WORK shall be removed from the scope of the PROJECT. If the COUNTY has incurred any design engineering costs related to the WORK prior to notice from the VILLAGE, the VILLAGE shall reimburse the COUNTY pursuant to paragraph 5.6 herein.

6.0 FUTURE MODERNIZATION/RECONSTRUCTION

6.1. If, in the future, it is determined that the SIGNAL requires modernization or reconstruction due to age, condition, etc. or if the COUNTY improves CH 31/87th Street which results in the need to modernize or reconstruct the SIGNAL, the parties hereby agree to share the cost of the improvement to the SIGNAL in proportion to the number of approaches to the intersection maintained by the respective parties (currently the VILLAGE is responsible for one (1) approach). Said future modernization/reconstruction
shall be the subject of a future agreement that will define the parties' project and financial responsibilities. The parties agree that should either party receive federal, state or other funding granted for the modernization/reconstruction of said SIGNAL that said party(s) will equitably allocate such grant funds so as to mutually benefit each party in proportion to the number of street approaches to the intersection maintained by the respective party. Such agreement on modernization/reconstruction shall not change future responsibilities for payment to the energy provider for the signal (VILLAGE) and maintenance/repair (COUNTY) unless mutually agreed to by both parties.

7.0 MAINTENANCE

7.1. The VILLAGE agrees that it will be responsible for all maintenance of the WORK, following completion and acceptance of the same, and the COUNTY shall be responsible for all maintenance of the remainder of the PROJECT owned or under the jurisdiction of the COUNTY, as noted in Section 2.0.

8.0 INDEMNIFICATION

8.1 The COUNTY shall to the extent permitted by law, indemnify, hold harmless and defend the VILLAGE, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, including costs, fees and expense of defense, arising from, growing out of, or related to, any loss, damage, injury, death, or loss or damage to property resulting from, or connected with, the COUNTY's negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The COUNTY does not hereby waive any defenses or immunity available to it with respect to third parties.

8.1.1 The COUNTY and the VILLAGE acknowledge that the COUNTY has made no representations, assurances or guaranties regarding the COUNTY's
or any successor’s or assign’s authority and legal capacity to indemnify VILLAGE as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the COUNTY, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the VILLAGE, or any person or entity claiming a right through VILLAGE, or in the event of change in the laws of the State of Illinois governing COUNTY’s or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder of this AGREEMENT or the parties rights and obligations provided for therein.

8.2 The VILLAGE shall to the extent permitted by law, indemnify, hold harmless and defend the COUNTY, its officials, officers, employees, and agents from and against all liability, claims, suits, demands, proceedings and action, 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 VILLAGE’s negligent or willful acts, errors or omissions in its performance under this AGREEMENT to the extent permitted by law. The VILLAGE does not hereby waive any defenses or immunity available to it with respect to third parties.

8.2.1 The COUNTY and the VILLAGE acknowledge that the VILLAGE has made no representations, assurances or guaranties regarding the VILLAGE’s or any successor’s or assign’s authority and legal capacity to indemnify COUNTY as provided for in this AGREEMENT. In the event a court of competent jurisdiction holds that the VILLAGE, or any successor or assign, is deemed to lack the lawful authority or ability to indemnify, defend or hold harmless the COUNTY, or any person or entity claiming a right through COUNTY, or in the event of change in the laws of the State of Illinois governing VILLAGE’s or any successor’s or assign’s indemnification authority, such occurrence(s) shall not affect the validity and enforceability of the remainder
of this AGREEMENT or the parties rights and obligations provided for therein.

8.3 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9008. The COUNTY’s participation in its defense shall not remove VILLAGE’s duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

8.4 Nothing contained herein shall be construed as prohibiting the VILLAGE, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The VILLAGE’s participation in its defense shall not remove COUNTY’s duty to indemnify, defend, and hold the VILLAGE harmless, as set forth above.

8.5 Neither party waives, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the other party, under the law.

8.6 Any indemnity as provided in this AGREEMENT shall not be limited by reason of the enumeration of any insurance coverage herein provided. The VILLAGE’s and COUNTY’s indemnification under Section 8.0 hereof shall terminate when the PROJECT and WORK is completed and the VILLAGE assumes its maintenance responsibilities as set forth in paragraph 7.1 hereof.
9.0 GENERAL

9.1. It is understood and agreed by the parties hereto that this AGREEMENT is intended to address the PROJECT and improvements requested by the VILLAGE as a part of the PROJECT and no changes to existing highways and appurtenances maintenance and/or jurisdiction are proposed.

9.2. Whenever in this AGREEMENT, approval or review of either the COUNTY or VILLAGE is provided for, said approval or review shall not be unreasonably delayed or withheld.

9.3. In the event of a dispute between the COUNTY and VILLAGE representatives in the preparation of the Plans and Specifications, or changes thereto, or in carrying out the terms of this AGREEMENT, the County Engineer of the COUNTY and the Village Administrator of the VILLAGE shall meet and resolve the issue.

9.4. At the pre-construction meeting for the PROJECT, each party shall designate a representative to the other party who shall serve as the full time representative of said party during the carrying out of the construction of the PROJECT. Each representative shall have authority, on behalf of such party, to receive notices and make inspections relating to the work covered in this AGREEMENT. Representatives shall be readily available to the other party.

9.5. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one in the same instrument.

10.0 ENTIRE AGREEMENT

10.1 This AGREEMENT represents the entire AGREEMENT between the parties with respect to the PROJECT, and supersedes all previous communications or understandings whether oral or written.
11.0 NOTICES

11.1 Any notice required hereunder shall be deemed properly given to the party to be notified at the time it is personally delivered or mailed by certified mail, return receipt requested, postage prepaid, or sent by confirmed facsimile, to the party’s address. The address of each party is as specified below; either party may change its address for receiving notices by giving notices thereof in compliance with the terms of this subsection.

Al Stonitsch  
Village Administrator  
Village of Woodridge  
Five Plaza Drive  
Woodridge, IL 60517  
Phone: 630.852-7000  
Facsimile: 630.719.0021  
Email: astonitsch@vil.woodridge.il.us

Christopher C. Snyder, P.E.  
Director of Transportation/County Engineer  
DuPage County Division of Transportation  
421 N. County Farm Road  
Wheaton, IL 60187  
Phone: 630.407.6900  
Facsimile: 630.407.6901  
Email: Christopher.snyder@dupageco.org

12.0 AMENDMENT, MODIFICATION OR TERMINATION OF THIS AGREEMENT

12.1. No modification or amendment to this AGREEMENT shall be effective until approved by the parties in writing.

13.0 ASSIGNMENT

13.1. This AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.
14.0 GOVERNING LAW

14.1. This AGREEMENT shall be governed by the laws of the State of Illinois as to both interpretation and performance.

14.2. The forum for resolving any disputes concerning the parties' respective performance, or failure to perform, under this AGREEMENT, shall be the Judicial Circuit Court for DuPage County.

15.0 SEVERABILITY

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

16.0 FORCE MAJEURE

16.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

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

COUNTY OF DU PAGE

Daniel J. Cronin, Chairman
DuPage County Board

ATTEST:

Paul Hinds
County Clerk

VILLAGE OF WOODRIDGE

Signature on File

Qira Cunningham-Picek, Mayor

ATTEST:

Signature on File

Joseph Kajann
Village Clerk
EXHIBIT A
ESTIMATE OF VILLAGE COST

Estimate of design engineering (includes survey) $ 4,000.00

Estimate of WORK construction costs: 42,000.00

Estimate of construction engineering (10% of WORK) 4,200.00

Total Estimate of VILLAGE COST: $50,200.00
Resolution
DT-R-0154-18

AWARDING RESOLUTION
TO SUPERIOR ROAD STRIPING, INC.
2018 PAVEMENT MARKING MAINTENANCE PROGRAM
SECTION 18-PVMKG-06-GM
(COUNTY COST: $419,359.00)

WHEREAS, the County of DuPage is authorized and empowered to construct, repair, improve and maintain County and/or township roads, bridges, and appurtenances; and

WHEREAS, the County of DuPage has published a contract proposal for the 2018 Pavement Marking Maintenance Program, Section 18-PVMKG-06-GM, setting forth the terms, conditions, and specification (a copy of which is incorporated herein by reference); and

WHEREAS, the budget for the 2018 fiscal year provides for the construction and maintenance of roads, bridges, and appurtenances; and

WHEREAS, the following bids were received in compliance with the contract proposal:

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superior Road Striping, Inc.</td>
<td>$419,359.00</td>
</tr>
<tr>
<td>Precision Pavement Marking, Inc.</td>
<td>$423,230.01</td>
</tr>
<tr>
<td>STF LLC d/b/a Traffic Control Company</td>
<td>$451,750.51</td>
</tr>
<tr>
<td>AC Pavement Striping Company</td>
<td>$659,896.50</td>
</tr>
<tr>
<td>Marking Specialist Corporation</td>
<td>$713,790.00</td>
</tr>
<tr>
<td>Roadsafe Traffic Systems, Inc.</td>
<td>$774,490.00</td>
</tr>
</tbody>
</table>

; and

WHEREAS, it has been determined that it is in the best interest of the County of DuPage to award a contract to Superior Road Striping, Inc. for their submission of the lowest, most responsible bid in the amount of $419,359.00.

NOW, THEREFORE, BE IT RESOLVED, that a contract in accordance with the terms, conditions, and specifications set forth in said contract proposal be, and is hereby awarded to Superior Road Striping, Inc., 1980 North Hawthorne Avenue, Melrose Park, Illinois 60160 for their bid of $419,359.00; and

BE IT FURTHER RESOLVED that monies be encumbered and set aside for the payment of said contract as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3550-53320</td>
<td>$419,359.00</td>
</tr>
</tbody>
</table>

; and

BE IT FURTHER RESOLVED, that this contract is subject to the Prevailing Wage Act (820 ILCS 130), and as such, not less than the prevailing rate of wages as found by the Illinois Department of Labor shall be paid to all laborers, workers, or mechanics performing work under this contract; and
BE IT FURTHER RESOLVED that the County Clerk transmit a copy of this Resolution and the accompanying Illinois Department of Transportation BLR form appropriating the necessary motor fuel tax funds to pay for the improvement to the State of Illinois Department of Transportation, by and through the Division of Transportation; and

BE IT FURTHER RESOLVED, that the Chairman and Clerk of the DuPage County Board are hereby authorized and directed to execute the aforesaid contract with Superior Road Striping, Inc.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest: _________________________________
PAUL HINDS, COUNTY CLERK
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

Continuing disclosure is required, and I agree to update this disclosure form as follows: if information changes, within five (5) days of change, or prior to county action, whichever is sooner. 30 days prior to the optional renewal of any contract. Annual disclosure for multi-year contracts on the anniversary of said contract. With any request for change order except those issued by the county for administrative adjustments.

The full text for the county's ethics and procurement policies and ordinances are available at: http://www.dupageco.org/CountyBoard/Policies/

I hereby acknowledge:

Authorized Signature

Printed Name

Title

Date

Packet Pg. 887
AMENDMENT TO RESOLUTION DT-R-0601-16
TO DAVIDS CONCRETE CONSTRUCTION COMPANY
FOR 2016 SIDEWALK IMPROVEMENTS
SECTION 16-SDWLK-02-SW
(TO INCREASE CONTRACT BY: $56,528.06; +13.15%)

WHEREAS, the DuPage County Board heretofore adopted Resolution DT-R-0601-16 on September 13, 2016; and

WHEREAS, a contract was awarded by County Board Resolution DT-R-0601-16 to Davis Concrete Construction Company for the 2016 Sidewalk Improvements Program, Section 16-SDWLK-02-SW; and

WHEREAS, Resolution DT-R-0601-16 obligated certain monies for payment of costs for Section 18-TSMTC-01-GM as follows:

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3550-54050</td>
<td>$429,872.43</td>
</tr>
</tbody>
</table>

; and

WHEREAS, during the course of construction, actual field conditions warranted changes to the contract; and

WHEREAS, an adjustment in funding is in the best interest of the County and is authorized by law.

NOW, THEREFORE, BE IT RESOLVED that Resolution DT-R-0601-16 is hereby amended to reflect a final cost of $486,400.49 instead of and in place of a cost of $429,872.43 and that the monies be allocated and set aside for the payment of said costs as follows.

<table>
<thead>
<tr>
<th>FUND</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1500-3550-54050</td>
<td>$486,400.49</td>
</tr>
</tbody>
</table>

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

Attest:  _______________________________________
PAUL HINDS, COUNTY CLERK
SUPPORTING DATA FOR
AMENDMENT TO RESOLUTION DT-R-0601-16
TO DAVIS CONCRETE CONSTRUCTION COMPANY
FOR 2016 SIDEWALK IMPROVEMENTS
SECTION 16-SDWLK-02-SW
(TO INCREASE CONTRACT BY: $56,528.06; +13.15%)

Engineer’s Estimate of Construction Cost: $465,344.00

<table>
<thead>
<tr>
<th>NAME</th>
<th>BID AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davis Concrete Construction Company</td>
<td>$429,872.43</td>
</tr>
<tr>
<td>Copenhaver Construction</td>
<td>$459,585.40</td>
</tr>
<tr>
<td>Martam Construction, Inc.</td>
<td>$462,715.50</td>
</tr>
<tr>
<td>Triggi Construction, Inc.</td>
<td>$478,199.75</td>
</tr>
<tr>
<td>Novilla, LLC</td>
<td>$512,888.00</td>
</tr>
<tr>
<td>Alliance Contractors, Inc.</td>
<td>$537,283.68</td>
</tr>
</tbody>
</table>

Current Contract Amount: $429,872.43
Increase this Resolution: $56,528.06
Percent of Change: +13.15%

Increase to Date: $56,528.06
Percent of Change: +13.15%

Reason for Change:

Replace Traffic Signal Controller & UPS at Mill St./Diehl Rd. $35,790.51
The contract included two (2) additional pedestrian crossings at the intersection. To ensure the safety of pedestrians when crossing, the signals needed to be modified to include pedestrian signals and phases. During construction, it was determined that the older signal controller and cabinet could not accommodate these additions. A new controller/cabinet was requested.

Additional PCC Driveway Pavement 7” $16,607.25
Contract plans showed certain existing driveways as being asphalt. In fact they were actually concrete. As such the quantity for this item had to be increased.

Miscellaneous Pay Item Revisions $4,130.30
Various contract pay items that slightly exceeded plan quantity totals.

Net Addition: $56,528.06
New Contract Total Amount: $486,400.49
The DuPage County Procurement Ordinance requires the following written disclosures prior to award:

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

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

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 read and understand the above disclosures and have all details in this Disclosure Statement.

Authorized Signature

Printed Name

Christopher Davis

Title

Corporate Secretary

Date

April 20, 2018

Signature on File

Page 1 of 1 (total number of pages)
WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Engineering Services for the 2018 Bridge Inspection Program, Section 18-BRIDGE-06-EG; and

WHEREAS, Thomas Engineering Group, LLC (hereinafter referred to as CONSULTANT) has experience and expertise in this area and is in the business of providing such professional engineering services, and is willing to perform the required services for an amount not to exceed $90,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached Agreement between the County of DuPage and Thomas Engineering Group, LLC be hereby accepted and approved for a contract total not to exceed $90,000.00 and that the Chairman of the DuPage County Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be transmitted to Thomas Engineering Group, LLC, 55 West 22nd Street, Suite 300, Lombard, Illinois 60148, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 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>THROUGH 06/30/20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>CONTRACT TOTAL AMOUNT</td>
<td>$90,000.00</td>
</tr>
<tr>
<td>REQUESTING DEPT.</td>
<td></td>
<td>TRANSPORTATION COMMITTEE</td>
</tr>
</tbody>
</table>

## SOLICITATION METHOD FOR SOURCE SELECTION

**Decision Memo Required**  Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

- Eva Hitchcock  Completed  04/19/2018 7:15 AM
- Christopher Snyder  Completed  04/19/2018 7:59 AM
- Kathy Ostrowski  Completed  04/20/2018 4:54 PM
- James McGuire  Completed  04/23/2018 10:05 AM
- Paul Rafac  Completed  04/24/2018 6:07 PM
- Tom Cuculich  Completed  04/25/2018 9:38 AM
- Kathy Ostrowski  Completed  04/26/2018 11:51 AM
- Transportation Committee  Completed  05/01/2018 10:00 AM
- Finance Committee  Pending  05/08/2018 8:00 AM
- County Board  Pending  05/08/2018 10:00 AM
**Purchase Requisition**  
**Procurement Services Division**

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
</tr>
</thead>
</table>
| Vendor: Thomas Engineering Group, LLC  
Vendor #: | Dept: Division of Transportation  
Division: |
| Attn: Alan Hasler, P.E.  
Email: Alanh@thomas-engineering.com | Attn: Paul Krueger  
Email: |
| Address: 55 W. 22nd Street, Suite 300  
City: Lombard  
State: IL  
Zip: 60148 | Address: 421 N. County Farm Road  
City: Wheaton  
State: IL  
Zip: 60187 |
| Phone: 855-533-1700  
Fax: 855-533-1700 | Phone: 6900 |

<table>
<thead>
<tr>
<th>Send Payments To:</th>
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</tr>
</thead>
<tbody>
<tr>
<td>Vendor:</td>
<td>Dept: Division:</td>
</tr>
<tr>
<td>Attn:</td>
<td>Attn:</td>
</tr>
<tr>
<td>Email:</td>
<td>Email:</td>
</tr>
<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>
| City:  
State: IL  
Zip: | City:  
State: IL  
Zip: |
| Phone: | Phone: |
| Fax: | Fax: |

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisitioner</th>
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</thead>
<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td>Use for</td>
<td></td>
</tr>
<tr>
<td>Use for PO25 only</td>
<td>Contract Administrator</td>
<td>Contract Start Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contract End Date</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Jun 30, 2020</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>18-BRIDGE-06-EG</td>
<td></td>
<td>1500</td>
<td>3500</td>
<td>54040</td>
<td></td>
<td></td>
<td>90,000.00</td>
<td>90,000.00</td>
</tr>
</tbody>
</table>

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

2018 Bridge Inspection Program, Section 18-BRIDGE-06-EG

**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):

DT-P-0124-18  
Transportation - 05/01/18  
County Board - 05/08/18

---

**DO NOT SEND P.O. DOT ONLY**

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FORM OPTIMIZED FOR ADOBE READER VERSION 9 OR LATER
Procurement Review Checklist
Procurement Services Division
This form must accompany all Purchase Order Requisitions
Attach Required Vendor Ethics Disclosure Statement

Date: Apr 13, 2018

Vendor: Thomas Engineering Group, LLC
Vendor #: 12743
Contract Term: Through 06/30/20
Contract Total: $90,000.00

Dept: Division of Transportation
Contact: Paul Krueger
Phone: 6900
Assigned Committee: Transportation

Description of Procurement/Scope of Work/Background
Professional Engineering Services upon request of the Division of Transportation for the 2018 Bridge Inspection Program, Section 18-BRIDGE-06-EG.

Reason for Procurement
See attached decision memo

FUNDING SOURCE

☑ Procurement budgeted for (FY and budget code(s)): 1500-3500-54040
☐ Budget Transfer (Date) ____________________ Add'l Information ____________________

DECISION MEMO NOT REQUIRED

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

BASIS OF DECISION MEMO (attach Decision Memo)

☑ EXEMPT FROM BIDDING PER ILLINOIS COMPILLED STATUTES
☐ EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________ (Include Evaluation Summary if applicable)
☑ PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
☐ OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
☐ REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
☐ OTHER THAN LOWEST RESPONSIBLE, BID # ____________________

PREPARED BY AND APPROVAL(S) (Initials Only)

EMH ____________________ Apr 13, 2018 ____________________ 4/18/18 ____________________
Prepared By Date Recommended for Approval Date IT Approval, if required Date

REVIEWED BY (Initials Only)

Buyer ____________________ 4-23-18 ____________________ Procurement Officer ____________________ 4-23-18
Date Date

Chief Financial Officer (Decision Memos Over $25,000) ____________________ 4-24-18 Chairman's Office (Decision Memos Over $25,000) ____________________ 4-25-18
Date Date
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: Division of Transportation</th>
<th>Department Contact: Paul Krueger</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Email: <a href="mailto:paul.krueger@dupageco.org">paul.krueger@dupageco.org</a></td>
<td>Contact Phone: 630 407-6914</td>
</tr>
<tr>
<td>Vendor Name: Thomas Engineering Group</td>
<td>Vendor #:</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.
The Division of Transportation (DOT) is in need of a contract for professional bridge inspection services for the inspection of roadway and path bridges.

Summary Explanation/Background - Provide an executive summary of the action. Explain why it is necessary and what is to be accomplished.
The County is required according to the National Bridge Inspection Standards (NBIS) and federal law, to inspect and report the condition of its bridges to the Illinois Department of Transportation (IDOT) who maintains a database of all bridges within Illinois. This database is part of the National Bridge Inventory (NBI), and is administered by the Federal Highway Administration. Bridge inspectors are required to have and maintain specific qualifications under the NBIS.

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

In order to perform various tasks for various bridge inspections, it will be more cost effective to perform these tasks under a various type contract. The other option would be to have multiple bridge inspection contracts which would take additional staff time to manage.

Source Selection/Vetting Information - Describe method used to select source.
The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 22 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Thomas Engineering Group is most qualified and has the staff available to perform the work on behalf of the County.

Recommendations/Alternatives - Describe staff recommendation and provide justification. Identify at least 2 other options to accomplish this request.
Staff recommendation is to award a bridge inspection contract to Thomas Engineering Group. Other options would be to award a bridge inspection contract to another firm or to perform the work utilizing in-house staff. The project involves inspecting over 40 County bridges at various locations. It will be necessary to assign at least two persons to this project. The DOT does not have the available staffing to assign full time to this single project and still make progress on other project assignments. The use of a consultant is recommended as the most cost effective means to provide the required bridge inspection service for this project. The DOT reviewed the capabilities of several firms pre-qualified by IDOT for this work. Thomas Engineering Group has qualified personnel readily available to perform the bridge inspections and the DOT feels it is in the best interest of the County to award a contract to Thomas Engineering Group. The DOT will monitor and oversee the work of the consultant, including the appropriate allocation of consultant staff resources to the project. The consultant will only be paid as utilized.

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.
The FY 18 fiscal impact for this contract is anticipated to be $30,000.00. The DOT has sufficient funds in our FY 18 budget to pay for this contract. The remaining balance of $60,000.00 will be accounted for in future budgets.
AGREEMENT BETWEEN THE COUNTY OF DUPAGE, ILLINOIS
AND
THOMAS ENGINEERING GROUP, LLC
FOR PROFESSIONAL ENGINEERING SERVICES
2018 BRIDGE INSPECTION PROGRAM
UPON REQUEST - VARIOUS LOCATIONS
SECTION NO. 18-BRIDGE-06-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this _____ day of __________, 2018, between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois 60187 (hereinafter referred to as the COUNTY) and Thomas Engineering Group, LLC, licensed to do business in the State of Illinois, with offices at 55 West 22nd Street, Suite 300, Lombard, Illinois 60148; (hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RECIPIENTS

WHEREAS, the COUNTY by virtue of its power set forth in “Counties Code” (55 ILCS 5/1-1001 et seq.) and “Illinois Highway Code” (605 ILCS 5/1-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional engineering services to perform bridge inspections at various locations upon request, Section No. 18-BRIDGE-06-EG (hereinafter referred to as “Work Orders”); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional engineering services and is willing to perform the required services upon request for a total amount not to exceed $90,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) for the work covered by this AGREEMENT and is in good standing and has not been barred from performing work for IDOT; and

WHEREAS, the COUNTY has developed an Environmental Roadway Design and is incorporating said design into all Projects. The CONSULTANT acknowledges the necessary resources to comply with the
Environmental Roadway Design in the event a Work Order necessitates this scope of work; and

WHEREAS, the COUNTY has adopted a DuPage County Healthy Roads Initiative pursuant to COUNTY Resolution DT-0033-04, incorporated herein by reference and as amended from time to time and transportation projects are required to conform to the Resolution. The CONSULTANT acknowledges the necessary resources to comply with the DuPage County Healthy Roads Initiative in the event a Work Order necessitates this scope of work; and

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT;

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.

2.0 SCOPE OF SERVICES

2.1 Services including, but not limited to, bridge inspection services as referenced on Exhibit A attached hereto and incorporated herein are to be provided by the CONSULTANT upon request by the COUNTY as approved Work Order(s) with a not to exceed amount for each Work Order. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the Work Order(s).
2.3 The COUNTY may, from time to time, request changes in the Scope of Work in this AGREEMENT or approved Work Order(s). Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below and/or an amendment to the originally approved Work Order or issuance of a new Work Order to cover the changes in scope provided that the increase does not increase the total compensation set forth in this AGREEMENT.

2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT’S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT’S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director") after agreement on scope of Work Order(s) and cost,
in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman. Authorization to proceed with Work Order(s) will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.4 of this AGREEMENT and shall fully comply therewith while
engaged by the CONSULTANT in the Scope of work for the COUNTY.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work to meet the requirements for professional services after the COUNTY issues its written Notice to Proceed for any approved Work Order(s). The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.

5.2 The CONSULTANT shall submit a schedule for completion of each Work Order within ten (10) days of the written approval of said Work Order(s) by the COUNTY. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2020, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES

6.1 The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables specified in the approved Work Order(s).

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the
provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $90,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.

7.3 For work performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff and/or the fee schedule(s) as incorporated herein based on individual approved Work Order(s) with a not to exceed amount as noted in the Work Order. The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT'S staff and approved sub-consultant’s staff, identified by classification is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification for any additions to classifications listed on Exhibit C approved by the COUNTY. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the approved Work Order(s).

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. Approved Work Order(s) may include additional approved direct expenses not included herein. The COUNTY shall pay direct costs
referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at http://www.state.il.us/agency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 The CONSULTANT shall submit invoices, for services rendered including any allowable expenses, to the COUNTY. All invoices shall include a remittance address. Each invoice shall be submitted on IDOT’S Bureau of Design & Environment (BDE) invoice form that is applicable to the fee structure of this AGREEMENT or alternative format if agreed to in advance by the COUNTY. The COUNTY shall not be required to pay the CONSULTANT more often than monthly. Separate invoices shall be submitted for each approved Work Order and each invoice shall include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is...
progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

The COUNTY reserves the right to charge for additional processing of invoices received more than sixty (60) days following the date of the work invoiced.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, "Local Government Prompt Payment Act."

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois
law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables specified as approved Work Order(s), final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c **Commercial (Comprehensive) General Liability Insurance**, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. **An Endorsement must also be provided** naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its’ Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

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

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

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

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants’ insurance coverage at any time.
9.0 **INDEMNIFICATION**

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

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officer and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State’s Attorney, is to be appointed a Special Assistant State’s Attorney, in accordance with the applicable law. The COUNTY’S participation in its defense shall not remove the CONSULTANT’S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 **SATISFACTORY PERFORMANCE**

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the
COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT’S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its’ sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY’S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this
AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant,
employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges knowledge of the COUNTY'S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an
opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on June 30, 2020, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2020.

15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30)
days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

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

19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

21.1 Any required notice shall be sent to the following addresses and parties:
21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours; (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday-Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY can not secure access for the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT’S request, proof of the COUNTY’S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the
services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY’S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances. If the COUNTY requires: (1) the CONSULTANT’S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY’S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.
26.2 The CONSULTANT’S key personnel specified in the AGREEMENT (Alan C. Hasler, Project Manager) shall be considered essential to the work covered under this AGREEMENT. If for any reason, substitution of a key person becomes necessary, the CONSULTANT shall provide advance written notification of the substitution to the COUNTY. Such written notification (Exhibit D) shall include the proposed successor’s name and resume of their qualifications. The COUNTY shall have the right to approve or reject the proposed successor.

26.3 Failure by the CONSULTANT to properly staff the Work Order(s) with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.

26.4 The CONSULTANT shall require any sub-consultant(s) utilized in approved Work Orders to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 26.3, above, with respect to the CONSULTANT’S sub-consultant(s) being properly staffed while engaged in approved Work Orders.

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

COUNTY OF DUPAGE

BY: ____________________________
Daniel J. Cronin, Chairman
DuPage County Board

THOMAS ENGINEERING GROUP, LLC

BY: ____________________________
NAME: Thomas Gill
TITLE: President

ATTEST BY:

PAUL HINDS, COUNTY CLERK

THOMAS ENGINEERING GROUP, LLC - Agreement (DT-P-0124-18 : Thomas Engineering Group, LLC)
April 9, 2018

Mr. Paul Krueger, P.E.
Chief Highway Engineer
DuPage County Division of Transportation
421 North County Farm Road
Wheaton, Illinois 60187

Re: Bridge Inspection Scope of Services
    2018 Various Bridge Inspection Services
    Section: 18-BRDGE-06-EG

Dear Mr. Krueger:

Thomas Engineering Group, LLC (TEG) respectfully submits this scope of professional services for the above referenced bridge inspection project. The scope of work generally includes the inspection of various bridges within DuPage County at the request of the DuPage County Division of Transportation (DOT). All inspections will be performed according to the National Bridge Inspection Standards (NBIS). The following list of services includes all services TEG anticipates may be part of this contract. The actual scope of services will be according to individual work orders issued by the DOT.

- Perform routine visual, underwater, special, element level or in-depth bridge inspections as required for each structure.
- Procure and coordinate equipment and/or services for bridge access and maintenance of traffic.
- Secure railroad right-of-entry agreements/permits and railroad flagging services.
- Prepare and submit required inspection reports to the DOT for signature and submit approved reports to IDOT.
- Prepare and submit inspection summary memos for each structure including a summary of the existing structure, a narrative of inspection findings, recommendations for future maintenance and photographs.
- Define bridge elements and quantities for element level inspections.
- Perform bridge scour evaluations
- Other inspection related services as agreed upon by the DOT and TEG.

Work on this contract will not begin until TEG receives notice to proceed by the DuPage County DOT. All work will be performed and reports submitted prior to their due dates unless otherwise agreed.

If you have any questions or require additional information, please call me at (630) 210-6924 or by e-mail at alanh@thomas-engineering.com.

Sincerely,

Thomas Engineering Group, LLC

Signature on File

Alan C. Hasler, P.E.
Project Manager

EXHIBIT "A"
EXHIBIT B

(Left Intentionally Blank)
EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

CONSULTANT: Thomas Engineering Group, LLC
PROJECT: Various Bridge Inspection, 18-BRIDGE-06-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Minimum</td>
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<tr>
<td>Principal</td>
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<td>Project Manager/Senior Resident Engineer</td>
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<td>Project/Resident Engineer III</td>
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<td>Project/Resident Engineer II</td>
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<tr>
<td>Intern</td>
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</table>

Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT: [Signature on File]  Date: 4/3/2018

Approved By COUNTY: [Signature on File]  Date: 4/23/18

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Exhibit C Notes

1. The Classification represents a position within the CONSULTANT'S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. Minimum rate is the lowest rate being paid to personnel for a particular classification.

3. Maximum rate is the top rate being paid to personnel for a particular classification.

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE AS ORDERED</th>
<th>QUANTITY USED</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
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<td>Per Diem (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
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<td>Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)</td>
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<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval</td>
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<td>CADD</td>
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<td>$0.00</td>
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</tr>
<tr>
<td>Advertisements</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Public Meeting Exhibits/Renderings &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Recording Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Transcriptions (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Storm Sewer Cleaning and Televiling</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Railroad Permitting, Liability Insurance &amp; Flaggers</td>
<td>Actual cost (Submit supporting documentation)</td>
<td>X</td>
<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>TOTAL DIRECT COST</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

"If other allowable costs are needed and not listed, please add in the above spaces provided."

LEGEND

W.O. = Work Order
J.S. = Job Specific

PRINTED 4/23/2018
EXHIBIT D

DUPAGE COUNTY DIVISION OF TRANSPORTATION

CONSULTANT STAFF CHANGE NOTIFICATION

The Consulting Firm of ________________________________ hereby
notifies the COUNTY through the DIVISION OF TRANSPORTATION that they need
to reassign staff for the ________________________________ project, Section
No. ____________________

Position: __________________________________________

Person: ____________________________________________

Effective date: ________________________________

Reason for requesting change:

Proposed Replacement: ________________________________ (attach
resume)
Required Vendor Ethics Disclosure Statement

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

<table>
<thead>
<tr>
<th>Company Name: Thomas Engineering Group, LLC</th>
<th>Company Contact: Thomas E. Gill, III</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone: 855-533-1700</td>
<td>Contact Email: <a href="mailto:tmg@thomas-engineering.com">tmg@thomas-engineering.com</a></td>
</tr>
</tbody>
</table>

Bid/Contract/PO #: 18-BRDGE-06-EG

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

- **NONE (check here) - If no contributions have been made**
  
<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

- **NONE (check here) - If no contacts have been made**
  
<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

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

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

http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

<table>
<thead>
<tr>
<th>Printed Name</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thomas E. Gill</td>
<td>President</td>
<td>4-3-2018</td>
</tr>
</tbody>
</table>

Signature on File

Attach additional sheets if necessary. Sign each sheet and number each page. Page 1 of 1 (total number of pages)
Requisition 25k and over

DT-P-0125-18

AGREEMENT BETWEEN THE COUNTY OF DU PAGE, ILLINOIS
AND HEY AND ASSOCIATES, INC.
PROFESSIONAL LANDSCAPE DESIGN AND
CONSTRUCTION SUPERVISION SERVICES
VARIOUS COUNTY HIGHWAY PROJECTS
SECTION 18-LDSCP-04-EG
(CONTRACT TOTAL NOT TO EXCEED $60,000.00)

WHEREAS, the County of DuPage (hereinafter referred to as COUNTY) by virtue of its
power set forth in “Counties Code” (55 ILCS 5/1-1001 et. seq.) and “Illinois Highway Code” (605
ILCS 5/1-101 et. seq.) is authorized to enter into this agreement; and

WHEREAS, the COUNTY requires Professional Landscape Design and Construction
Supervision Services for various County Highway projects, Section 18-LDSCP-04-EG; and

WHEREAS, Hey and Associates, Inc. (hereinafter referred to as CONSULTANT) has
experience and expertise in this area and is in the business of providing such professional landscape
design and construction engineering services, and is willing to perform the required services for an
amount not to exceed $60,000.00; and

WHEREAS, the COUNTY has selected the CONSULTANT in accordance with the
Professional Services Selection Process found in Section 4-108 of the DuPage County Purchasing
Ordinance; and

WHEREAS, the Transportation Committee has reviewed and recommends approval of the
attached Agreement at the specified amount.

NOW, THEREFORE, BE IT RESOLVED by the DuPage County Board that the attached
Agreement between the County of DuPage and Hey and Associates, Inc. be hereby accepted and
approved for a contract total not to exceed $60,000.00 and that the Chairman of the DuPage County
Board is hereby authorized and directed to execute the Agreement on behalf of the COUNTY; and

BE IT FURTHER RESOLVED that an original copy of this Resolution and Agreement be
transmitted to Hey and Associates, Inc., 8755 West Higgins Road, Suite 835, Chicago, Illinois
60631, by and through the Division of Transportation.

Enacted and approved this 8th day of May, 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.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TERM</th>
<th>THRU 06/30/20</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$60,000.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

**Decision Memo Required** Professional Services Excluded per 50 ILCS 510 (Architects, Engineers & Land Surveyors)

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date and Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/19/2018 7:09 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/19/2018 8:00 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/20/2018 4:57 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/23/2018 10:03 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/24/2018 6:08 PM</td>
</tr>
<tr>
<td>Tom Cuculich</td>
<td>Completed</td>
<td>04/25/2018 9:37 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/26/2018 11:46 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>05/01/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
**Packet Pg. 927**

### Purchase Requisition

**Procurement Services Division**

**Send Purchase Order To:**
- **Vendor:** Hey and Associates, Inc.
- **Attn:** Tim Pollowy
- **Email:** Tpollowy@heyassoc.com
- **Address:** 8755 W. Higgins Road, Suite 835
- **City:** Chicago
- **State:** IL
- **Zip:** 60631
- **Phone:** 773-693-9200
- **Fax:** 773-693-9202

**Send Invoices To:**
- **Dept:** Division of Transportation
- **Attn:** Paul Krueger
- **Address:** 421 N. County Farm Road
- **City:** Wheaton
- **State:** IL
- **Zip:** 60187
- **Phone:** 6900
- **Fax:**

**Send Payments To:**
- **Vendor:**
- **Attn:**
- **Address:**
- **City:**
- **State:** IL
- **Zip:**
- **Phone:**
- **Fax:**

<table>
<thead>
<tr>
<th>Payment Terms</th>
<th>F.O.B.</th>
<th>PO 20 Delivery Date</th>
<th>Requisition</th>
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<tbody>
<tr>
<td>PER 50 ILCS 505/1</td>
<td>Destination</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Use for**
- Contract Administrator
- Eva Hitchcock

**Contract Start Date**
- Jun 30, 2020

**Contract End Date**
- Jun 30, 2020

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>18-LDSCP-04-EG</td>
<td></td>
<td>1500</td>
<td>3000</td>
<td>54040</td>
<td></td>
<td></td>
<td>60,000.00</td>
<td>60,000.00</td>
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</tbody>
</table>

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

Professional Landscape Design and Construction Supervision Services, Section 18-LDSCP-04-EG

**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):

DT-P-0125-18
Transportation - 05/01/18
County Board - 05/08/18

**Requisition Total** $60,000.00

**DO NOT SEND P.O. DOT ONLY**

FORM OPTIMIZED FOR ACROBAT AND ADOBE READER VERSION 9 OR LATER

Packet Pg. 927
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Hey and Associates, Inc.</th>
<th>Vendor #: 10705</th>
<th>Contract Term: Through 06/30/20</th>
<th>Contract Total: $60,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Paul Krueger</td>
<td>Phone: 6900</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

Professional Landscape Design and Construction Supervision Services, Section 18-LDSCP-04-EG

**Reason for Procurement**

See attached decision memo

**FUNDING SOURCE**

- [x] Procurement budgeted for (FY and budget code(s)): 1500-3500-54040
- [ ] Budget Transfer (Date) _____ Add'l Information

**DECISION MEMO NOT REQUIRED**

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

**BASIS OF DECISION MEMO (attach Decision Memo)**

- [ ] EXEMPT FROM BIDDING PER ILLINOIS COMPILED STATUTES
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ___________________ (include Evaluation Summary if applicable)
- [x] 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>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>Apr 13, 2018</td>
<td>[Signature]</td>
<td>4/18/18</td>
<td>[Signature]</td>
<td>4/18/18</td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Date</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>4-23-18</td>
<td>[Signature]</td>
<td>4-23-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Date</th>
<th>Chairman’s Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>[Signature]</td>
<td>4-24-18</td>
<td>[Signature]</td>
<td>4-25-18</td>
</tr>
</tbody>
</table>

**Packet Pg. 928**
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.

Requesting Department: Division of Transportation
Contact Email: paul.krueger@dupageco.org
Vendor Name: Hey and Associates, Inc.

Department Contact: Paul Krueger
Contact Phone: (630) 407-6914
Vendor #: __________

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

The Division of Transportation (DOT) requires Landscape Design and Inspection Services for landscape projects as well as supervision of our landscape maintenance contract.

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

The DOT contracts for the installation of landscaping along recently completed roadway reconstruction and/or widening projects on an as-needed basis. We do not have in house expertise to prepare plans and the services of a Landscape Architect are required for these contracts. In addition, the DOT contracts for the maintenance of previously installed landscaping along the County highway system and requires inspection services to direct and oversee the work performed by our landscape maintenance contractor.

Strategic Impact
ACT Initiative: __________
Select one of the five strategic imperatives in the County's Strategic Plan this action will most impact and provide a brief explanation.

In order to perform landscape design and construction oversight work on various projects, it is more cost effective to hire one firm under one contract. By combining the various landscape projects under one contract, staff will not have to negotiate, manage and track multiple landscape contracts for multiple projects.

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

The DOT only selects firms that are pre-qualified in accordance with IDOT guidelines. Requests for Statements of Interest were sent to firms throughout the industry. Statements of Interest were received from 7 firms. The DOT reviewed each submittal taking into consideration the qualifications of the firm and any subconsultants, experience of key personnel, understanding of the project, and experience on similar projects. Based on a comprehensive review of the submittals, the DOT determined that the project team assembled by Hey and Associates, Inc. is most qualified and has the staff available to perform the work on behalf of the County.

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

The DOT does not possess the staff expertise necessary to develop landscape plans and there is insufficient annual work to justify having a full time individual with this specialized training. It is the opinion of staff that working with a number of different firms on individual projects would be time consuming and waste staff time unnecessarily. The DOT reviewed the qualifications of several firms and has determined that Hey and Associates, Inc. is qualified and has the staff available to perform the work on behalf of the County on an as-needed basis.

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.

The FY18 fiscal impact for this contract is anticipated to be $20,000.00. The DOT has included sufficient funds in our proposed FY18 budget to pay for this contract. The remaining balance of $40,000.00 will be accounted for in future budgets.
AGREEMENT BETWEEN THE COUNTY OF DUPage, ILLINOIS
AND HEY AND ASSOCIATES, INC.
FOR PROFESSIONAL LANDSCAPE DESIGN AND
CONSTRUCTION SUPERVISION SERVICES
FOR VARIOUS COUNTY HIGHWAY PROJECTS
SECTION NO. 18-LDSCP-04-EG

This professional services agreement (hereinafter referred to as the AGREEMENT), made this ______ day of ________, 2018
between the County of DuPage, a body corporate and politic, with offices at 421 North County Farm Road, Wheaton, Illinois
(hereinafter referred to as the COUNTY) and Hey and Associates, Inc., licensed to do business in the State of Illinois, with offices at 8755 W. Higgins Road, Suite 835, Chicago, Illinois
(hereinafter referred to as the CONSULTANT). The COUNTY and the CONSULTANT are hereinafter sometimes individually referred to as a “party” or together as the “parties.”

RE C I T A L S

WHEREAS, the COUNTY by virtue of its power set forth in "Counties Code" (55 ILCS 5/1-1001 et seq.) and "Illinois Highway Code" (605 ILCS 5/1-101 et seq.) is authorized to enter into this AGREEMENT; and

WHEREAS, the COUNTY requires professional landscape design and construction supervision services for various County Highway projects, Section No.: 18-LDSCP-04-EG (hereinafter referred to as "PROJECT"); and

WHEREAS, the CONSULTANT has experience and expertise in this area and is in the business of providing such professional landscape design and construction supervision services and is willing to perform the required services for an amount not to exceed $60,000.00; and

WHEREAS, the CONSULTANT acknowledges that it is pre-qualified with the Illinois Department of Transportation (IDOT) for the work covered by this AGREEMENT and is in good standing and has not been barred from performing work for IDOT; and

WHEREAS, the COUNTY has an existing working relationship with the CONSULTANT.
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.

2.0 SCOPE OF SERVICES

2.1 Services are to be provided by the CONSULTANT according to the specifications in the Scope of Work, specified as Exhibit A, attached hereto, which exhibit is hereby incorporated by reference that will be developed on a project-by-project basis. The CONSULTANT shall complete all of the work set forth in said exhibit for the compensation set forth in Section 7.0, below, unless otherwise modified. The CONSULTANT agrees to obtain all necessary permits for work requested by the COUNTY when required to do so.

2.2 The CONSULTANT shall prepare and distribute meeting minutes within seven (7) days following any meetings between the COUNTY or other group and the CONSULTANT concerning the PROJECT.

2.3 The COUNTY may, from time to time, request changes in the Scope of Work. Any such changes, including any increase or decrease in the CONSULTANT’S compensation and Scope of Work, shall be documented by an amendment to this AGREEMENT in accordance with Section 14.0 of this AGREEMENT, except as allowed in Paragraph 15.3, below.
2.4 The relationship of the CONSULTANT to the COUNTY is that of independent contractor, and nothing in this AGREEMENT is intended nor shall be construed to create an agency, employment, joint venture relationship, or any other relationship allowing the COUNTY to exercise control or direction over the manner or method by which the CONSULTANT or its sub-contractors/sub-consultants provide services hereunder. Neither the CONSULTANT nor the CONSULTANT’S employees shall be entitled to receive any COUNTY benefits. The CONSULTANT shall be solely responsible for the payment of all taxes and withholdings required by law which may become due with regard to any compensation paid by the COUNTY to the CONSULTANT.

2.5 Any work, assignments or services deemed to be a professional service under this AGREEMENT shall be performed and/or supervised by individuals licensed to practice by the State of Illinois in the applicable professional discipline.

2.6 Neither the CONSULTANT, nor the CONSULTANT’S employees, shall be retained as expert witnesses by the COUNTY except as by separate agreement.

3.0 NOTICE TO PROCEED

3.1 Authorization to proceed shall be given on behalf of the COUNTY by the Director of Transportation/County Engineer (hereinafter referred to as the "Director"), in the form of a written Notice to Proceed following execution of the AGREEMENT by the County Board Chairman.

Authorization to proceed with various tasks described in Exhibit A will be given to the CONSULTANT by representatives of the Division of Transportation.

3.2 In addition to the Notice to Proceed, the Director, or his/her designee, may, on behalf of the COUNTY, approve, deny, receive, accept or reject any submission, notices or invoices from or by the CONSULTANT, as provided for in this AGREEMENT, including, but not limited to, acts performed in
accordance with Paragraphs 3.3, 4.1, 5.2, 6.1, 7.2, 7.4, 8.2, 8.3, 15.3 and 21.2.

3.3 The CONSULTANT shall not perform additional work related to a submittal until the COUNTY has completed its review of the submittal. The CONSULTANT may continue to work on items unrelated to the submittal under review by the COUNTY.

4.0 TECHNICAL SUBCONSULTANTS

4.1 The prior written approval of the COUNTY shall be required before the CONSULTANT hires any sub-consultant(s) to complete COUNTY-ordered technical or professional tasks or work under the terms of this AGREEMENT. COUNTY approval of sub-consultant(s) includes approval of any new employee rates (Exhibit C) and/or fee schedule as referenced in Paragraph 7.3.

4.2 The CONSULTANT shall supervise any sub-consultant(s) hired by the CONSULTANT and the CONSULTANT shall be solely responsible for any and all work performed by said sub-consultant, or sub-consultants, in the same manner and with the same liability as if performed by the CONSULTANT.

4.3 The CONSULTANT shall require any sub-consultant hired for the performance of any work or activity in connection to this AGREEMENT to agree and covenant that the sub-consultant also meets the terms of Sections 8.0 and 13.0 and Paragraph 26.3 of this AGREEMENT and shall fully comply therewith while engaged by the CONSULTANT in work for the COUNTY on the PROJECT.

5.0 TIME FOR PERFORMANCE

5.1 The CONSULTANT shall commence work within five (5) working days after the COUNTY issues its written Notice to Proceed. The COUNTY is not liable and will not pay the CONSULTANT for any work performed before the date of the Notice to Proceed.
5.2 Unless otherwise defined in Exhibit A, the CONSULTANT shall submit a schedule for completion of the PROJECT within ten (10) days of the written Notice to Proceed. The schedule is subject to approval by the COUNTY. All of the services required hereunder shall be completed by June 30, 2020, unless the term of this AGREEMENT is extended.

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

6.0 DELIVERABLES

6.1. The CONSULTANT shall provide the COUNTY on or before the expiration of this AGREEMENT, or promptly after notice of termination or when the Director directs, the deliverables assigned on a project-by-project basis.

7.0 COMPENSATION

7.1. The COUNTY shall pay the CONSULTANT for services rendered and shall only pay in accordance with the provisions of this AGREEMENT. The COUNTY shall not be obligated to pay for any services not in compliance with this AGREEMENT.

7.2. Total payments to the CONSULTANT under the terms of this AGREEMENT shall not under any circumstances exceed $60,000.00. This amount is a "not to exceed" amount. In the event the COUNTY directs the CONSULTANT to do work which would cause the stated amount to be exceeded, the CONSULTANT shall not be responsible for such work until this AGREEMENT is modified pursuant to Article 14.0.
7.3 For work performed, the COUNTY will pay the CONSULTANT at a 2.8 direct labor multiplier applied to the actual hourly rates of staff, and/or the fee schedule(s) as incorporated herein. (The multiplier shall include the cost of overhead, profit and incidental costs. A chart listing the hourly rate ranges for the CONSULTANT’S staff and approved sub-consultant’s staff, identified by classification, is attached and incorporated hereto as Exhibit C. The CONSULTANT may request adjustments to the hourly rate ranges and additions or deletions to the position classifications to/from Exhibit C which will be subject to approval by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated herein. The COUNTY retains the authority to limit the maximum rate per classification on Exhibit C. It is the sole responsibility of the CONSULTANT to provide the COUNTY with a current Exhibit C, including Exhibit C for approved sub-consultant(s), when invoices are submitted for the PROJECT.

7.4 Direct expenses are costs for supplies and materials to be paid for by the COUNTY for completion of all work that is the subject of this AGREEMENT as referenced on the attached Direct Costs Check Sheet (BDE 436 form) made a part hereof and incorporated herein by reference. The COUNTY shall pay direct costs referenced on the Direct Costs Check Sheet on an actual cost basis without any markups added and the CONSULTANT shall include copies of receipts for all direct expenses more than $25 from suppliers for expendable materials with its invoice to the COUNTY.

7.5 If the scope of work for this AGREEMENT includes the use of job classifications covered by the prevailing rate of wages, the prevailing rate must be reflected in the cost estimate for this AGREEMENT. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which work is to be performed. If the Illinois Department of Labor revises the prevailing rates of wages to be paid, as listed in the specification of rates, the CONSULTANT may not pay less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at
http://www.state.il.usagency/idol/ or calling 312-793-2814. It is the responsibility of the CONSULTANT to review the rates applicable to the work in this AGREEMENT, at regular intervals, in order to insure the timely payment of current rates. Provision of this information to the CONSULTANT, by means of the Illinois Department of Labor web site, satisfies the notification of revisions by the COUNTY to the CONSULTANT pursuant to the Act, and the CONSULTANT agrees that no additional notice is required. The CONSULTANT shall notify each of its sub-consultants of the revised rates of wages.

7.6 Each invoice shall summarize, as applicable for assigned work on a project-by-project basis, the tasks scheduled to be performed, tasks actually performed, reason for any difference between scheduled versus actual work performed, tasks scheduled for next period, items owed and from whom, the percentage complete for each task and status of budget and schedule. All invoices shall include a remittance address. The COUNTY shall not be required to pay more often than monthly and each invoice shall include a progress report that describes work completed for the invoice period, anticipated work for the next invoice period, outstanding issues or items that require a response, whether the work is progressing according to the approved schedule, and a discussion of the budget status. The CONSULTANT shall be required to submit a monthly progress report to the COUNTY even if a monthly invoice is not submitted to the COUNTY. The CONSULTANT shall provide the COUNTY with a valid taxpayer identification number prior to making any request for compensation. Invoices shall also include certified time sheets and invoices containing charges for work subject to the Illinois Prevailing Wage Act (820 ILCS 130) are required to be accompanied by the applicable Certified Transcript of Payroll form(s) for acceptance. Payment will not be made for work completed more than six-months (180 days) prior to submission of any invoice and any statute of limitations to the contrary is hereby waived.

The COUNTY reserves the right to charge for additional processing of invoices received more than
sixty (60) days following the date of the work invoiced.

7.7 Upon approval of properly documented invoices, the COUNTY shall reimburse the CONSULTANT the amount invoiced for work completed in accordance with this AGREEMENT, provided that the amount invoiced together with the amounts of previous partial payments do not exceed the total compensation specified in this AGREEMENT. The COUNTY may not deny a properly documented claim for compensation, in whole or in part, without cause. The COUNTY reserves the right to reserve a sum equal to not more than five percent (5%) of the total AGREEMENT amount to ensure performance. The COUNTY shall pay all invoices pursuant to 50 ILCS 505, “Local Government Prompt Payment Act.”

7.8 In the event of any overcharge by the CONSULTANT, the CONSULTANT shall refund the COUNTY within thirty (30) days of discovery of said overcharge by the CONSULTANT or notice to the CONSULTANT by the COUNTY. The COUNTY reserves the right to offset any overcharges against any amounts due and owing the CONSULTANT under this or any other AGREEMENT between the parties. The COUNTY shall be entitled to the statutory interest rate for judgments under Illinois law for any overcharges not timely refunded (or credited) in accord with this provision, which interest shall be in addition to any other remedies the COUNTY may have under the law or this AGREEMENT.

7.9 Upon acceptance of all deliverables for assigned projects, final payment shall be made to the CONSULTANT, including any retainage.

8.0 CONSULTANT'S INSURANCE

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

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

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

8.1.c Commercial (Comprehensive) General Liability Insurance, (including contractual liability) with a limit of not less than three million dollars ($3,000,000.00) aggregate; including limits of not less than two million dollars ($2,000,000.00) per occurrence, and one million dollars ($1,000,000.00) excess liability. An Endorsement must also be provided naming the County of DuPage c/o the Director of Transportation/County Engineer, DuPage County Division of Transportation, its’ Officers, Elected Officials and employees, 421 N. County Farm Rd., Wheaton, IL 60187, as an additional insured. This additional insured endorsement is to be on a primary and non-contributory basis, and include a waiver of subrogation endorsement.

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

8.1.e Professional Liability Insurance (Errors and Omissions) shall be provided with minimum limits of at least one million dollars ($1,000,000.00) per incident/two million dollars ($2,000,000.00) aggregate during the term of this AGREEMENT and shall be maintained in the form of an additional
endorsement for a period of four (4) years after the date of the final payment for this AGREEMENT. The CONSULTANT shall provide the COUNTY endorsements at the beginning of each year evidencing same or a new carrier policy that has a retroactive date prior to the date of this AGREEMENT.

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

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

8.4 The CONSULTANT shall require all approved sub-consultants, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable under this AGREEMENT to maintain the same insurance required of the CONSULTANT, including naming the COUNTY as an additional insured in the same coverage types and amounts as the CONSULTANT, per Section 8.0. The COUNTY retains the right to obtain evidence of sub-consultants’ insurance coverage at any time.

9.0 INDEMNIFICATION

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

9.2 Nothing contained herein shall be construed as prohibiting the COUNTY, its officials, directors, officers and employees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, any attorney representing the COUNTY, under this paragraph or paragraph 9.1, who is not already an Assistant State’s Attorney, is to be appointed a
Special Assistant State's Attorney, in accordance with the applicable law. The COUNTY'S participation in its defense shall not remove the CONSULTANT'S duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

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

9.4 The COUNTY does not waive, by these indemnity requirements, any defenses or protections under the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or otherwise available to it, or to the CONSULTANT, under the law.

10.0 SATISFACTORY PERFORMANCE

10.1 The COUNTY is entering into an AGREEMENT with this CONSULTANT because the CONSULTANT professes to the COUNTY that it will employ the standard of care within its profession in the performance of the services herein contracted. Accordingly the CONSULTANT'S and sub-consultant(s) standard of performance under the terms of this AGREEMENT shall be that which is to the satisfaction of the COUNTY and meets the quality and standards commonly provided by similar professional engineering firms practicing in the COUNTY and the State of Illinois.

10.2 In the event there are no similar professional firms practicing in DuPage County, Illinois, with respect to the type of work for which this CONSULTANT has been engaged, the CONSULTANT'S services shall be performed in a manner consistent with the customary skill and care of its profession.

10.3 If any errors, omissions, or acts, intentional or negligent, are made by the CONSULTANT, or its' sub-consultant(s), in any phase of the work, the correction of which requires additional field or office work, the CONSULTANT shall be required to
perform such additional work as may be necessary to remedy same without undue delay and without charge to the COUNTY. In the event any errors or omissions are detected after the expiration or termination of the AGREEMENT, the CONSULTANT may at the COUNTY’S option have the responsibility to cure same under this provision.

10.4 Acceptance of the work shall not relieve the CONSULTANT of the responsibility for the quality of its work, nor its liability for loss or damage resulting from any errors, omissions, or negligent or willful acts by the CONSULTANT or its sub-consultants.

11.0 BREACH OF CONTRACT

11.1 Either party’s failure to timely cure any material breach of this AGREEMENT shall relieve the other party of the requirement to give thirty (30) day notice for termination of this AGREEMENT in accordance with Paragraph 16.1, below. Whenever a party hereto has failed to timely cure a breach of this AGREEMENT, the other party may terminate this AGREEMENT by giving ten (10) days written notice thereof to the breaching party. Notwithstanding the above term, the CONSULTANT’S failure to maintain insurance in accordance with Section 8.0, above, or in the event of any of the contingencies described in Paragraph 16.1 below, shall be grounds for the COUNTY’S immediate termination of this AGREEMENT.

12.0 OWNERSHIP OF DOCUMENTS

12.1 The CONSULTANT agrees that any and all deliverables prepared for the COUNTY under the terms of this AGREEMENT shall be properly arranged, indexed and delivered to the COUNTY as provided in paragraph 6.1. An electronic copy of all applicable deliverables, in a format designated by the COUNTY’S representative, shall be provided to the COUNTY.

12.2 The documents and materials made or maintained under this AGREEMENT shall be and will remain the property of the COUNTY which shall have the right to use same
without restriction or limitation and without compensation to the CONSULTANT other than as provided in this AGREEMENT. The CONSULTANT waives any copyright interest in said deliverables.

12.3 The COUNTY acknowledges that the use of information that becomes the property of the COUNTY pursuant to Paragraph 12.2, for purposes other than those contemplated in this AGREEMENT, shall be at the COUNTY'S sole risk.

12.4 The CONSULTANT may, at its sole expense, reproduce and maintain copies of deliverables provided to the COUNTY.

13.0 COMPLIANCE WITH THE LAW AND OTHER AUTHORITIES

13.1 The CONSULTANT, and sub-consultant(s), shall comply with Federal, State and Local statutes, ordinances and regulations and obtain permits, licenses, or other mandated approvals, whenever applicable.

13.2 The CONSULTANT, and sub-consultant(s), shall not discriminate against any worker, job applicant, employee or any member of the public, because of race, creed, color, sex, age, handicap, or national origin, or otherwise commit an unfair employment practice. The CONSULTANT, and sub-consultant(s), shall comply with the provisions of the Illinois Human Rights Act, as amended, 775 ILCS 5/1-101, et seq., and with all rules and regulations established by the Department of Human Rights.

13.3 The CONSULTANT, by its signature on this AGREEMENT, certifies that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code, 30 ILCS 500/1-1, et seq.; and further certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code (Illinois Compiled Statutes, Chapter 720, paragraph 5/33E-3).

13.4 The CONSULTANT, by its signature on this AGREEMENT, certifies that no payment, gratuity or offer of employment, except as permitted by the Illinois
State Gift Ban Act and the County of DuPage Ethics Ordinance, was made by or to the CONSULTANT, or CONSULTANT'S personnel, in relation to this AGREEMENT. The CONSULTANT has also executed the attached Ethics Disclosure Statement that is made a part hereof and agrees to update contribution information on an ongoing basis during the life of the AGREEMENT as required by said Ordinance.

13.5 The CONSULTANT covenants that it has no conflicting public or private interest and shall not acquire directly or indirectly any such interest which would conflict in any manner with the performance of the CONSULTANT'S services under this AGREEMENT.

14.0 MODIFICATION OR AMENDMENT

14.1 The parties may modify or amend terms of this AGREEMENT only by a written document duly approved and executed by both parties.

14.2 The CONSULTANT acknowledges knowledge of the COUNTY’S Procurement Ordinance, which is hereby incorporated in this AGREEMENT, and has had an opportunity to review it. The CONSULTANT agrees to submit changes for Scope of Work or compensation in accordance with said Ordinance.

15.0 TERM OF THIS AGREEMENT

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

(a) The termination of this AGREEMENT in accordance with the terms of Section 16.0, or

(b) The expiration of this AGREEMENT on June 30, 2020, or to a new date agreed upon by the parties, or

(c) The completion by the CONSULTANT and the COUNTY of their respective obligations under this AGREEMENT, in the event such completion occurs before June 30, 2020.
15.2 The CONSULTANT shall not perform any work under this AGREEMENT after the expiration date set forth in Paragraph 15.1(b), above, or after the early termination of this AGREEMENT. The COUNTY is not liable and will not reimburse the CONSULTANT for any work performed after the expiration or termination date of the AGREEMENT. However, nothing herein shall be construed so as to relieve the COUNTY of its obligation to pay the CONSULTANT for work satisfactorily performed prior to expiration or termination of the AGREEMENT and delivered in accordance with Paragraph 6.1, above.

15.3 The term for performing this AGREEMENT may be amended by a Change Order, or other COUNTY designated form, signed by both parties without formal amendment pursuant to paragraph 14.1 above.

16.0 TERMINATION

16.1 Except as otherwise set forth in this AGREEMENT, either party shall have the right to terminate this AGREEMENT for any cause or without cause thirty (30) days after having served written notice upon the other party, except in the event of CONSULTANT’S failure to maintain suitable insurance at the requisite coverage amounts, insolvency, bankruptcy or receivership, or if the CONSULTANT is barred from contracting with any unit of government, or is subsequently convicted or charged with a violation of any of the statutes or ordinances identified in Section 13.0, above, in which case termination shall be effective immediately upon receipt of notice from COUNTY at COUNTY’S election.

16.2 Upon such termination, the liabilities of the parties to this AGREEMENT shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination, or to pay for services rendered prior to termination. There shall be no termination expenses.

16.3 Upon termination of the AGREEMENT, all data, work products, reports and documents produced because of this AGREEMENT shall become the property of the
COUNTY. Further, the CONSULTANT shall provide all deliverables within fourteen (14) days of termination of this AGREEMENT in accordance with the other provisions of this AGREEMENT.

17.0 ENTIRE AGREEMENT

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

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

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

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

18.0 ASSIGNMENT

18.1 Either party may assign this AGREEMENT provided, however, the other party shall first approve such assignment, in writing.

19.0 SEVERABILITY

19.1 In the event, any provision of this AGREEMENT is held to be unenforceable or invalid for any reason, the enforceability thereof shall not affect the remainder of the AGREEMENT. The remainder of this AGREEMENT shall be construed as if not containing the particular provision and shall continue in full force, effect, and enforceability, in accordance with its terms.
19.2 In the event of the contingency described in Paragraph 19.1, above, the parties shall make a good faith effort to amend this AGREEMENT pursuant to Paragraph 14.1, above, in order to remedy and, or, replace any provision declared unenforceable or invalid.

20.0 GOVERNING LAW

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

20.2 The venue for resolving any disputes concerning the parties' respective performance under this AGREEMENT shall be the Judicial Circuit Court for DuPage County.

21.0 NOTICES

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

Hey and Associates, Inc.
8755 W. Higgins Road, Suite 835
Chicago, IL 60631
ATTN: Tim Followy, RLA ASLA
Senior Landscape Architect
Phone: 773-693-9200
Facsimile: 773-693-9202
Email: tpollowy@heyassoc.com

DuPage County Division of Transportation
421 N. County Farm Road
Wheaton, IL 60187
ATTN: Christopher C. Snyder, P.E.
Director of Transportation/County Engineer
Phone: 630.407.6900
Facsimile: 630.407.6901
Email: Christopher.Snyder@dupageco.org

21.2 All notices required to be given under the terms of this AGREEMENT shall be in writing and either (a) served personally during regular business hours;
(8:00 a.m. - 4:30 p.m. CST or CDT Monday - Friday); (b) served by facsimile transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday - Friday); (c) served by certified or registered mail, return receipt requested, properly addressed with postage prepaid; or (d) served by email transmission during regular business hours (8:00 a.m. - 4:30 p.m. CST or CDT Monday - Friday), return receipt requested. Notices served personally, by facsimile or email transmission shall be effective upon receipt, and notices served by mail shall be effective upon receipt as verified by the United States Postal Service. Each party may designate a new location for service of notices by serving notice thereof in accordance with the requirements of this Paragraph, and without compliance to the amendment procedures set forth in Paragraph 14.1, above.

22.0 WAIVER OF/FAILURE TO ENFORCE BREACH

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

23.0 FORCE MAJEURE

23.1 Neither party shall be liable for any delay or non-performance of their obligations caused by any contingency beyond their control including but not limited to Acts of God, war, civil unrest, strikes, walkouts, fires or natural disasters.

24.0 ACCESS TO PROPERTY

24.1 The CONSULTANT shall make a reasonable effort to obtain access to property of a third party necessary for the performance of its obligations under this AGREEMENT. If the CONSULTANT is unable to obtain access to the property, the COUNTY shall be responsible for securing access for the CONSULTANT. In the event the COUNTY can not secure access for
the CONSULTANT, the COUNTY shall excuse the CONSULTANT from the performance of any work that necessitated such access. The CONSULTANT shall have no claim to compensation for any work excused under this provision. The COUNTY shall provide the CONSULTANT, upon the CONSULTANT'S request, proof of the COUNTY'S permission, or legal authority, to enter onto the property of a third party.

24.2 In the event of the following: a) it is necessary for the CONSULTANT to access the property of a third party in order for the CONSULTANT to perform its obligations under this AGREEMENT, and b) the COUNTY has obtained an easement, license or other grant of authority allowing the CONSULTANT to access such property; the CONSULTANT shall fully abide by and comply with the terms and conditions of said authorizing instrument as though the CONSULTANT were a signatory thereto.

25.0 DISPOSAL OF SAMPLES AND HAZARDOUS SUBSTANCES

25.1 All non-hazardous samples and by-products from sampling processes performed in connection with the services provided under this AGREEMENT shall be disposed of by the CONSULTANT in accordance with applicable law. Any and all materials, including wastes that cannot be introduced back into the environment under existing law without additional treatment shall be deemed hazardous wastes, radioactive wastes, or hazardous substances ("Hazardous Substances") related to the services and shall be packaged in accordance with the applicable law by the CONSULTANT and turned over to the COUNTY for appropriate disposal. The CONSULTANT shall not arrange or otherwise dispose of Hazardous Substances under this AGREEMENT. The CONSULTANT, at the COUNTY'S request, may assist the COUNTY in identifying appropriate alternatives for off-site treatment, storage or disposal of the Hazardous Substances, but the CONSULTANT shall not make any independent determination relating to the selection of a treatment, storage, or disposal facility nor subcontract such activities through transporters or others. The COUNTY shall sign all necessary manifests for the disposal of Hazardous Substances.
If the COUNTY requires: (1) the CONSULTANT’S agents or employees to sign such manifests; or (2) the CONSULTANT to hire, for the COUNTY, the Hazardous Substances transportation, treatment, or a disposal contractor for the Hazardous Substances, then for these two purposes, the CONSULTANT shall be considered to act as the COUNTY’S agent so that the CONSULTANT will not be considered to be a generator, transporter, or disposer of such substances or considered to be the arranger for disposal of Hazardous Substances.

26.0 QUALIFICATIONS

26.1 The CONSULTANT shall employ only persons duly licensed or registered in the appropriate category in responsible charge of all elements of the work covered under this AGREEMENT, for which Illinois Statutes require license or registration, and further shall employ only well qualified persons in responsible charge of any elements of the work covered under this AGREEMENT, all subject to COUNTY approval.

26.2 Failure by the CONSULTANT to properly staff the PROJECT with qualified personnel shall be sufficient cause for the COUNTY to deny payment for services performed by unqualified personnel and will serve as a basis for cancellation of this AGREEMENT.
26.3 The CONSULTANT shall require the sub-consultant(s) utilized for the PROJECT to employ qualified persons to be the same extent such qualifications are required of the CONSULTANT’S personnel. The COUNTY shall have the same rights under Paragraph 26.2, above, with respect to the CONSULTANT’S sub-consultant(s) being properly staffed while engaged in the PROJECT.

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

COUNTY OF DUPAGE

BY:
DANIEL J. CRONIN, CHAIRMAN
DUPAGE COUNTY BOARD

ATTEST BY:

PAUL HINDS, COUNTY CLERK

HEY AND ASSOCIATES, INC.

BY:
NAME: Jeffrey A. Wickenkamp
TITLE: Vice President

ATTEST BY:

NAME: Timothy A. Folling
TITLE: Sr. Landscape Architect

Signature on File

Signature on File

Hey and Associates, Inc. PSA – 18-LDSCP-04-EG

4/12/2018
March 29, 2018

Mr. Paul Krueger, P.E., Chief Highway Engineer
DuPage County Division of Transportation
Jack T. Knuepfer Administration Building
421 N. County Farm Road
Wheaton, IL 60187

Project No.: 17-0479

Re: Various Landscape Design Services

Dear Mr. Krueger:

Hey and Associates, Inc. (Hey) is excited about the opportunity to work with the DuPage County Division of Transportation starting in 2018. Upon execution of a contract with DuPage County, Hey will provide the following scope of services for the duration of the contract.

• Oversight (Resident Engineering) of the current landscape maintenance contract including pay items such as weed control, planting, mulching, and related landscape items. Material testing is not required.
• Assisting with the development of contract plans/specifications for the 2020 landscape maintenance contract.
• Preparation of landscape plans/specifications for roadway projects.
• Other landscape-related tasks as assigned.

We look forward to working with you. If you need any additional information, please contact me at 773.693.9200 or spollowy@heyassoc.com.

Sincerely,

Signature on File

Tim Pollowy, PLA, ASLA
Senior Landscape Architect

EXHIBIT “A”

Page ___ Of ___
EXHIBIT B

[Left Intentionally Blank]
## EXHIBIT C
DUPAGE COUNTY DIVISION OF TRANSPORTATION
Consultant Employee Rate Listing

**CONSULTANT:** Hey and Associates, Inc.
**PROJECT:** 18-LDSCP-04-EG

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate Range</th>
<th>Reason for Adjustment/Addition/Deletion</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CAD Manager</td>
<td>32.03</td>
<td></td>
</tr>
<tr>
<td>Civil Engineer</td>
<td>27.88</td>
<td></td>
</tr>
<tr>
<td>Engineering Designer</td>
<td>48.77</td>
<td></td>
</tr>
<tr>
<td>Engineering Technician</td>
<td>34.63</td>
<td></td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>23.24</td>
<td></td>
</tr>
<tr>
<td>Environmental Services Manager</td>
<td>44.11</td>
<td></td>
</tr>
<tr>
<td>Intern</td>
<td>15.00</td>
<td></td>
</tr>
<tr>
<td>Landscape Architect</td>
<td>26.81</td>
<td></td>
</tr>
<tr>
<td>President</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>Soil Erosion and Sediment Ctrl. Spec.</td>
<td>27.89</td>
<td></td>
</tr>
<tr>
<td>Sr. Erosion and Sediment Ctrl. Spec.</td>
<td>50.61</td>
<td></td>
</tr>
<tr>
<td>Sr. Landscape Architect</td>
<td>54.10</td>
<td></td>
</tr>
<tr>
<td>Sr. Civil Engineer</td>
<td>66.30</td>
<td></td>
</tr>
<tr>
<td>Sr. Project Scientist</td>
<td>50.61</td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td>70.00</td>
<td></td>
</tr>
<tr>
<td>Water Resources Specialist</td>
<td>26.44</td>
<td></td>
</tr>
</tbody>
</table>

Note: Maximum rate shall not exceed $70.00 per hour.

Signature of Authorized Agent for CONSULTANT: [Signature on File]

Approved By COUNTY: [Signature on File]
Exhibit C Notes

1. The Classification represents a position within the CONSULTANT’S operation that is filled by one or more personnel that have similar duties and responsibilities.

2. Minimum rate is the lowest rate being paid to personnel for a particular classification.

3. Maximum rate is the top rate being paid to personnel for a particular classification.

4. Revisions to Exhibit C shall be limited to adjustments requested by the CONSULTANT to the hourly rate ranges and additions or deletions to position classifications approved by the COUNTY provided the adjustment(s) do not exceed the total compensation as stated in the AGREEMENT.
## Illinois Department of Transportation

### COMPANY NAME: Hey and Associates, Inc.

**PTB NUMBER:** 18-STDSP-04-EG  
**TODAY'S DATE:** April 9, 2018  
**Attachment:** Hey and Associates, Inc. - Agreement (DT-P-0125-18 : Hey and Associates, Inc.)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>ALLOWABLE</th>
<th>UTILIZE</th>
<th>QUANTITY</th>
<th>CONTRACT RATE</th>
<th>TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>Per Diem (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
<td>W/O ONLY</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging</td>
<td>Actual cost (Up to state rate maximum)</td>
<td>W/O ONLY</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>(per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td></td>
<td>J.S. ONLY</td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Lodging Taxes and Fees</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>(per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Air Fare</td>
<td>Coach rate, actual cost, requires minimum two weeks’ notice,</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td></td>
<td>with prior IDOT approval</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Vehicle Mileage (per GOVERNOR’S TRAVEL CONTROL BOARD)</td>
<td>Up to state rate maximum</td>
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<td></td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Vehicle Owned or Leased</td>
<td>$32.50/half day (4 hours or less) or $65/full day</td>
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<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Vehicle Rental</td>
<td>Actual cost (Up to $55/day)</td>
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<td>$0.00</td>
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<tr>
<td>Tolls</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Parking</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Overtime</td>
<td>Premium portion (Submit supporting documentation)</td>
<td></td>
<td></td>
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<td>$0.00</td>
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<tr>
<td>Shift Differential</td>
<td>Actual cost (Based on firm’s policy)</td>
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<td>$0.00</td>
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<tr>
<td>Overnight Delivery/Postage/Courier Service</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Copies of Deliverables/Mytrs (In-house)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Copies of Deliverables/Mytrs (Outside)</td>
<td>Actual cost (Submit supporting documentation)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Project Specific Insurance</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Monuments (Permanent)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Photo Processing</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>2-Way Radio (Survey or Phase III Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Telephone Usage (Traffic System Monitoring Only)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>CADD</td>
<td>Actual cost (Max $15/hour)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Web Site</td>
<td>Actual cost (Submit supporting documentation)</td>
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<tr>
<td>Advertisements</td>
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<td>Public Meeting Facility Rental</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td>Public Meeting Exhibits/Rendiers &amp; Equipment</td>
<td>Actual cost (Submit supporting documentation)</td>
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<td></td>
<td></td>
<td>$0.00</td>
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<td>Recording Fees</td>
<td>Actual cost</td>
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<td>$0.00</td>
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<tr>
<td>Translations (specific to project)</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Courthouse Fees</td>
<td>Actual cost</td>
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<td></td>
<td></td>
<td>$0.00</td>
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<tr>
<td>Storm Sewer Cleaning and Televising</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
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<td>$0.00</td>
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<tr>
<td>Traffic Control and Protection</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Aerial Photography and Mapping</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
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<td>$0.00</td>
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<tr>
<td>Utility Exploratory Trenching</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
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<td>$0.00</td>
</tr>
<tr>
<td>Testing of Soil Samples*</td>
<td>Actual cost</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Lab Services*</td>
<td>Actual cost (Provide breakdown of each cost)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Equipment and/or Specialized Equipment Rental*</td>
<td>Actual cost (Requires 2-3 quotes with IDOT approval)</td>
<td></td>
<td></td>
<td></td>
<td>$0.00</td>
</tr>
</tbody>
</table>

*If other allowable costs are needed and not listed, please add in the above spaces provided.*

**LEGEND**
- W.O. = Work Order
- J.S. = Job Specific

[Packet Pg. 956]
Required Vendor Ethics Disclosure Statement

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

Date: Apr 6, 2018
Bid/Contract/PO #: 18-LDSCP-04-EG

Company Name: Hey and Associates, Inc.
Contact Phone: 847-740-0888
Company Contact: Thomas L. Polzin
Contact Email: volo@heyassoc.com

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

1. Every contractor, union, or vendor that is seeking or has previously obtained a contract, change orders to one (1) or more contracts, or two (2) or more individual contracts with the county resulting in an aggregate amount at or in excess of $25,000, shall provide to Procurement Services Division a written disclosure of all political campaign contributions made by such contractor, union, or vendor within the current and previous calendar year to any incumbent county board member, county board chairman, or countywide elected official whose office the contract to be awarded will benefit. The contractor, union or vendor shall update such disclosure annually during the term of a multi-year contract and prior to any change order or renewal requiring approval by the county board. For purposes of this disclosure requirement, "contractor or vendor" includes owners, officers, managers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors and corporate entities under the control of the contracting person, and political action committees to which the contracting person has made contributions.

"x" NONE (check here) - If no contributions have been made

<table>
<thead>
<tr>
<th>Recipient</th>
<th>Donor</th>
<th>Description (e.g. cash, type of item, in-kind services, etc.)</th>
<th>Amount/Value</th>
<th>Date Made</th>
</tr>
</thead>
</table>

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

"x" NONE (check here) - If no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all individuals who are or will be having contact with county officers or employees in relation to the contract or bid</th>
<th>Telephone</th>
<th>Email</th>
</tr>
</thead>
</table>

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

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

- If information changes, within five (5) days of change, or prior to county action, whichever is sooner
- 30 days prior to the optional renewal of any contract

The full text for the county’s ethics and procurement policies and ordinances are available at:
http://www.dupageco.org/CountyBoard/Policies/

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

Authorized Signature

Printed Name: Thomas L. Polzin
Title: President
Date: 4/6/18

Attach additional sheets if necessary. Sign each sheet and number each page. Page _____ of ______ (total number of pages)
Requisition 25k and over

DT-P-0128-18

AWARDING RESOLUTION
ISSUED TO CURRAN MATERIALS COMPANY
TO FURNISH AND DELIVER UPM BITUMINOUS COLD PATCH
AS NEEDED FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $25,000.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to Curran Materials Company, to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver UPM Bituminous Cold Patch, as needed for the Division of Transportation, for the period July 1, 2018 through June 30, 2019, is hereby approved for issuance to Curran Materials Company, 286 Memorial Court, Crystal Lake, Illinois 60017, for a contract total not to exceed $25,000.00; per renewal option under bid award 17-092-GV, first of three options to renew.

Enacted and approved this 8th day of May, 2018 at Wheaton, Illinois.

__________________________________________
DANIEL J. CRONIN, CHAIRMAN
DU PAGE COUNTY BOARD

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

DT-P-0128-18

PROCUREMENT REVIEW CHECKLIST

REQUISITION

This form must accompany all County Purchase Requisitions.

<table>
<thead>
<tr>
<th>DATE SUBMITTED</th>
<th>CONTRACT TOTAL AMOUNT</th>
<th>CONTRACT TERM</th>
<th>REQUESTING DEPT.</th>
<th>SOLICITATION METHOD FOR SOURCE SELECTION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$25,000.00</td>
<td>07/01/18-06/30/19</td>
<td>TRANSPORTATION COMMITTEE</td>
<td>No Decision Memo Required  Lowest Responsible Bidder - See attached tabulation</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/18/2018 11:16 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/18/2018 11:18 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/18/2018 11:46 AM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/19/2018 8:24 AM</td>
</tr>
<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/24/2018 6:12 PM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/25/2018 9:53 AM</td>
</tr>
<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>05/01/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
## Purchase Requisition
### Procurement Services Division

<table>
<thead>
<tr>
<th>Send Purchase Order To:</th>
<th>Send Invoices To:</th>
<th>Ship To:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor: Curran Materials Company</td>
<td>Dept: Division of Transportation</td>
<td>Dept: Division of Transportation</td>
</tr>
<tr>
<td>Attn: Kathy Shoelvin</td>
<td>Attn: Kathy Curcio</td>
<td>Attn: Kathy Curcio</td>
</tr>
<tr>
<td>Email: <a href="mailto:kshoelvin@currancontracting.com">kshoelvin@currancontracting.com</a></td>
<td>Email: <a href="mailto:kshoelvin@currancontracting.com">kshoelvin@currancontracting.com</a></td>
<td>Email: <a href="mailto:kshoelvin@currancontracting.com">kshoelvin@currancontracting.com</a></td>
</tr>
<tr>
<td>Address: 286 Memorial Court</td>
<td>Address: 180 N. County Farm Road</td>
<td>Address: 140 N. County Farm Road</td>
</tr>
<tr>
<td>City: Crystal Lake</td>
<td>City: Wheaton</td>
<td>City: Crystal Lake</td>
</tr>
<tr>
<td>State: IL</td>
<td>State: IL</td>
<td>State: IL</td>
</tr>
<tr>
<td>Zip: 60017</td>
<td>Zip: 60187</td>
<td>Zip: 60017</td>
</tr>
<tr>
<td>Phone: 815-455-5100 Ext 303</td>
<td>Phone: 630-407-6930</td>
<td>Phone: 630-407-6906</td>
</tr>
<tr>
<td>Fax: 815-455-7894</td>
<td>Fax:</td>
<td>Fax: 630-407-6921</td>
</tr>
</tbody>
</table>

### Payment Terms
- F.O.B.
- PO 20 Delivery Date
- Requisitioner
- Darcie Garza, CPPB

### Use for
- Contract Administrator
- Use for
- PO25 only

### PO25 only

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acct #</th>
<th>Unit Price</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>EA</td>
<td>UPM BITUMINOUS COLD PATCH</td>
<td>52270</td>
<td>1500</td>
<td>3510</td>
<td>52270</td>
<td>25,000.00</td>
<td>25,000.00</td>
</tr>
</tbody>
</table>

**Requisition Total $ 25,000.00**

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

- THIS CONTRACT PURCHASE ORDER IS TO FURNISH AND DELIVER UPM BITUMINOUS COLD PATCH, FOR THE PERIOD JULY 1, 2018 THROUGH JUNE 30, 2019 PER LOW BID 17-092-GV OPTION TO RENEW

- THIS IS THE FIRST OF THREE OPTIONAL RENEWALS

- DOLLAR VALUE IS ESTIMATED. ORDERS WILL BE PLACED ON AN "AS NEEDED" BASIS WITH QUANTITIES SPECIFIED AT THE TIME ORDERS ARE PLACED

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

- EMAIL COMPLETED APPROVED PO TO KATHY SHOEILVIN

### User Department Internal Notes (these comments will NOT appear on the Purchase Order):

- FY2018 1500 3510 52270 $15,000.00
- FY2019 1500 3510 52270 $10,000.00

- DT-P-0128-18
- Transportation - 05/01/18
- County Board - 05/08/18
## Procurement Review Checklist

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: Curran Materials Company</th>
<th>Vendor #: 26762</th>
<th>Contract Term: 7/1/2018 - 6/30/2019</th>
<th>Contract Total: $25,000.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Darcie Garza, CPPB</td>
<td>Phone: 630-407-6906</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver UPM Bituminous Cold Patch, for a contract total, not to exceed $25,000.00

**Reason for Procurement**

UPM Bituminous Cold Patch is used by Highway Maintenance to patch pot holes and for other pavement repairs.

### FUNDING SOURCE

- [x] Procurement budgeted for (FY and budget code(s)): 1500 3510 52270
- [ ] Budget Transfer (Date) ____________ Add'l Information

### DECISION MEMO NOT REQUIRED

- [ ] LOWEST RESPONSIBLE QUOTE # or BID # ____________ (QUOTE < $25,000, BID ≥ $25,000; attach Tabulation)
- [x] RENEWAL, Enter Bid # 17-092-GV
- [ ] Intergovernmental Agreement
- [ ] SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00
- [ ] Public Utility
- [ ] PER 55 ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

### DECISION MEMO REQUIRED

- [ ] Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCS525)
- [ ] EXPLANATION OF REQUEST FOR PROPOSAL RFP # ________________ (Include Evaluation Summary if applicable)
- [ ] RENEWAL OF RFP # ________________
- [ ] PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- [ ] 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>DG, CPPB</th>
<th>Apr 17, 2018</th>
<th>Recommended for Approval</th>
<th>Date</th>
<th>IT Approval, if required</th>
<th>Date</th>
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<tbody>
<tr>
<td>Prepared By</td>
<td></td>
<td></td>
<td>4/17/18</td>
<td></td>
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### REVIEWED BY (Initials Only)

<table>
<thead>
<tr>
<th>Buyer</th>
<th>4/18/18</th>
<th>Procurement Officer</th>
<th>4/19/18</th>
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</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
<td>Date</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>4-24-18</th>
<th>Chairman's Office</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>(Decision Memos Over $25,000)</td>
<td></td>
<td>(Decision Memos Over $25,000)</td>
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</tbody>
</table>
COUNTY OF DU PAGE, ILLINOIS
OPTION TO RENEW CONTRACT

This agreement, made and entered into by the County of DuPage, Department of Finance, Procurement Services Division, 421 North County Farm Road, Wheaton, Illinois hereinafter called the “County” and Curran Materials Company, of 286 Memorial Court, Crystal Lake, IL 60014, hereinafter called the “Contractor”, witnesseth;

The County and the Contractor have previously entered into a Contract, pursuant to Bid 17-092-GV which became effective July 1, 2017, and which will expire June 30, 2018. The contract is subject to an option to renew for a twelve (12) month period.

The parties now agree to renew said agreement, upon the same terms as previously agreed to, as specified in the original contract.

The contract renewal becomes effective July 1, 2018 and expires June 30, 2019 contingent upon any applicable Parent Committee and County Board approval.

Curran Materials Company

Signature on File

Signature on File

Glenda Vasak
Buyer II

Vice President
Required Vendor Ethics Disclosure Statement

Date: 4/13/18

Company Name: Curran Materials Company
Contact Phone: 815-466-5100
Company Contact: Mike Leopardo
Contact Email: estimating@currancontracting.com

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

1. Every contractor, vendor, or vendor that is seeking or has previously obtained a contract, change order to one (1) of more contracts, or (2) or more individual contracts with the county requiring an aggregate amount or in excess of $15,000 shall provide to Procurement Services a written disclosure of all political campaign contributions made by each contractor, vendor, or within the current and previous calendar year to any DuPage County Board member, county board chairman, or county board elected official whose office the contractor or vendor seeks to be awarded will benefit. The contractor, vendor or vendor shall update such disclosure annually during the term of any 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, sub-contractors and corporate entities under the control of the contracting party, and political action committees to which the contractor or vendor has made contributions.

☐ NONE (check here) - if no contributions have been made

<table>
<thead>
<tr>
<th>Recipient/Type of Service</th>
<th>Description (e.g., cash, type of item, brand of 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 contract bid and shall update such disclosure with any changes that may occur.

☐ NONE (check here) - if no contacts have been made

<table>
<thead>
<tr>
<th>Lobbyists, Agents and Representatives and all Individuals who are or will be having contact with county officers or employees in relation to the contract 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 an officer is to update this disclosure form as follows:

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

The full text for the county's ethics and procurement policies and ordinances are available at: [http://www.dupagecounty.gov](http://www.dupagecounty.gov)

I hereby acknowledge

Authorized Signature

Printed Name: Mike Leopardo
Title: Vice President
Date: April 13, 2018

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

FORM OPTIMIZED FOR ADOBE AND ACROBAT READERS VER. 9 OR LATER

Rev 1.1
4/19/16

Packet Pg. 963
AWARDING RESOLUTION

ISSUED TO BCR AUTOMOTIVE GROUP, LLC, D/B/A ROESCH FORD
TO FURNISH AND DELIVER TWO (2)
2019 FORD F-550 4X4 SUPERcab CHASSIS WITH DUMP BODIES
FOR THE DIVISION OF TRANSPORTATION
(CONTRACT TOTAL NOT TO EXCEED $112,368.00)

WHEREAS, bids have been taken and processed in accordance with County Board policy; and

WHEREAS, the lowest most responsible bidder has been designated and the Transportation Committee recommends County Board approval for the issuance of a contract to BCR Automotive Group, LLC, d/b/a Roesch Ford, to furnish and deliver two (2) Ford F-550 SuperCab Chassis with dump bodies for the Division of Transportation.

NOW, THEREFORE, BE IT RESOLVED that said contract to furnish and deliver two (2) Ford F-550 SuperCab Chassis with dump bodies for the Division of Transportation, is hereby approved for issuance to BCR Automotive Group, LLC, d/b/a Roesch Ford, 333 West Grand Avenue, Bensenville, Illinois 60106, for a contract total not to exceed $112,368.00; per lowest responsible bid 18-071-LG.

Enacted and approved this 8th day of May, 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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>CONTRACT TOTAL AMOUNT</th>
<th>REQUESTING DEPT.</th>
<th>TRANSPORTATION COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>$112,368.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**SOLICITATION METHOD FOR SOURCE SELECTION**

- **No Decision Memo Required**  Lowest Responsible Bidder - See attached tabulation

<table>
<thead>
<tr>
<th>Name</th>
<th>Status</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Eva Hitchcock</td>
<td>Completed</td>
<td>04/18/2018 11:13 AM</td>
</tr>
<tr>
<td>Christopher Snyder</td>
<td>Completed</td>
<td>04/18/2018 11:17 AM</td>
</tr>
<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/18/2018 12:11 PM</td>
</tr>
<tr>
<td>James McGuire</td>
<td>Completed</td>
<td>04/19/2018 9:06 AM</td>
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<tr>
<td>Paul Rafac</td>
<td>Completed</td>
<td>04/24/2018 6:05 PM</td>
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<tr>
<td>Kathy Ostrowski</td>
<td>Completed</td>
<td>04/26/2018 11:20 AM</td>
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<tr>
<td>Transportation Committee</td>
<td>Completed</td>
<td>05/01/2018 10:00 AM</td>
</tr>
<tr>
<td>Finance Committee</td>
<td>Pending</td>
<td>05/08/2018 8:00 AM</td>
</tr>
<tr>
<td>County Board</td>
<td>Pending</td>
<td>05/08/2018 10:00 AM</td>
</tr>
</tbody>
</table>
# Purchase Requisition

**Procurement Services Division**

## Send Purchase Order To:
- **Vendor:** BCR Automotive Group, LLC D/B/A Roesch Ford
- **Address:** 333 W. Grand Ave.
- **Phone:** 630-279-6000 Ext 2245

## Send Invoices To:
- **Vendor:** BCR Automotive Group, LLC D/B/A Roesch Ford
- **Address:** 333 W. Grand Ave.
- **Phone:** 630-279-6000 Ext 2245

## Send Payments To:
- **Vendor:** BCR Automotive Group, LLC D/B/A Roesch Ford
- **Address:** 333 W. Grand Ave.
- **Phone:** 630-279-6000 Ext 2245

## Ship To:
- **Vendor:** BCR Automotive Group, LLC D/B/A Roesch Ford
- **Address:** 333 W. Grand Ave.
- **Phone:** 630-279-6000 Ext 2245

## Payment Terms:
- Payment Terms: PER 50 ILCS 505/1
- F.O.B.: Destination

## PO 20 Delivery Date:
- Nov 1, 2018

## Requisitioner:
- Darcie Garza, CPPB

## Table:

<table>
<thead>
<tr>
<th>LN</th>
<th>Qty</th>
<th>UOM</th>
<th>Item Detail (Product #)</th>
<th>Description</th>
<th>FY</th>
<th>Dept #</th>
<th>Acctg Unit</th>
<th>Acct #</th>
<th>Sub-Accts and/or Activity #</th>
<th>Unit Price</th>
<th>Unit</th>
<th>Extension</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>2</td>
<td>EA</td>
<td>Ford F-550 4X4 SuperCab Chassis outfitted as a Dump Body</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td>67,184.00</td>
<td>$134,368.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>1</td>
<td>EA</td>
<td>Trade In - HS1 2003 Ford F-550 6.0 L Engine IFDAF56P83EB83011</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td>-11,000.00</td>
<td>-11,000.00</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>1</td>
<td>EA</td>
<td>Trade In - HS1 2003 Ford F-550 6.0 L Engine IFDAF56P83EB83010</td>
<td>1500</td>
<td>3510</td>
<td>54120</td>
<td>-11,000.00</td>
<td>-11,000.00</td>
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</tr>
</tbody>
</table>

**Requisition Total:** $112,368.00

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**Header Comments:**

These comments will appear on the PO20 and PO25 Purchase Order:

This contract purchase order is to furnish and deliver two (2) Ford F-550 4X4 Super Cab Chassis, 84” cab to axle, outfitted as Dump Bodies per low bid 18-071-LG

Please contact Joe Bechtold 48 hours prior to delivery. He is reachable at 630-407-6931

**Special Instructions/Comments to Buyer or Approver:**

These comments will NOT appear on the Purchase Order:

Email completed approved PO to Brain Kilduff

**User Department Internal Notes:**

These comments will NOT appear on the Purchase Order:

FY2018 1500 3510 54120 $112,368.00

DT-P-0129-18
Transportation - 05/01/18
County Board - 05/08/18
**Procurement Review Checklist**

**Procurement Services Division**

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

<table>
<thead>
<tr>
<th>Vendor: BCR Automotive Group, LLC D/B/A Roesch Ford</th>
<th>Vendor #: 13282</th>
<th>Contract Term: One Time Delivery</th>
<th>Contract Total: $112,368.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dept: Division of Transportation</td>
<td>Contact: Joe Bechtold</td>
<td>Phone: 630-407-6931</td>
<td>Assigned Committee: Transportation</td>
</tr>
</tbody>
</table>

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

To furnish and deliver two (2) 2019 Ford F-550 4X4 SuperCab Chassis, outfitted as Dump Bodies for a contract total not to exceed $112,368.00

**Reason for Procurement**

To replace H-S1 and H-S9 which have met the County criteria for vehicle replacement.

**FUNDING SOURCE**

- Procurement budgeted for (FY and budget code(s)): 1500 3510 54120

**DECISION MEMO NOT REQUIRED**

- LOWEST RESPONSIBLE QUOTE # or BID # 18-071-LG (QUOTE < $25,000, BID > $25,000; attach Tabulation)
- RENEWAL, Enter Bid # ____________________________ Intergovernmental Agreement
- SOLE SOURCE per DuPage County Purchasing Ordinance, Article 4-102(5) (attach Sole Source Justification form)
- PER SS ILCS 5/5-1022 'Competitive Bids' (d) IT/Telecom purchases under $35,000.00 Public Utility
- PER SS ILCS 5/5-1022 'Competitive Bids' (c) not suitable for competitive bidding. Explain below:

**DECISION MEMO REQUIRED**

- Cooperative Procurement (DPC4-107) or Government Joint Purchasing Act Procurement (30ILCSS25)
- EXPLANATION OF REQUEST FOR PROPOSAL RFP # ____________________________ (include Evaluation Summary if applicable)
- RENEWAL OF RFP # ____________________________
- PROFESSIONAL SERVICES EXCLUDED per DuPage Ordinance (4-108) and 50 ILCS 510/2 (Architects, Engineers and Land Surveyors)
- OTHER PROFESSIONAL SERVICES (detail vetting process on Decision Memo)
- REQUEST WAIVER OF COUNTY BID RULES (only allowable to Statutory Limits)
- OTHER THAN LOWEST RESPONSIBLE, BID # ____________________________

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

<table>
<thead>
<tr>
<th>DG, CBB</th>
<th>Prepared By</th>
<th>Recommended for Approval</th>
<th>IT Approval, if required</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

**REVIEWED BY (Initials Only)**

<table>
<thead>
<tr>
<th>Buyer</th>
<th>Procurement Officer</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>4-19-18</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief Financial Officer</th>
<th>Chairman's Office</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Date: Apr 11, 2018**

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COUNTY OF DU PAGE, ILLINOIS
PROCUREMENT SERVICES DIVISION
BID TABULATION

Bid #18-071-LG
Furnish and deliver, Qty of 2, 2018 Ford F-550 4X4 Super Cab Chassis, 84" Cab to axle, outfitted as a Dump Bodies
Bid Opening: 4/9/2018
1:30 P.M.

<table>
<thead>
<tr>
<th>Responsible Bids:</th>
<th>Grand Total with Trade-In</th>
<th>Grand Total without Trade-In</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roesch Commercial Vehicle Center (w/Monroe)</td>
<td>$112,368.00</td>
<td>$134,368.00</td>
</tr>
<tr>
<td>Freeway Ford Truck Sales (w/Auto Truck Group)</td>
<td>$115,510.00</td>
<td>$135,610.00</td>
</tr>
<tr>
<td>Kunes Country Auto Group (w/Monroe)</td>
<td>$119,292.00</td>
<td>$142,292.00</td>
</tr>
<tr>
<td>Sutton Ford Inc. (w/Auto Truck Group)</td>
<td>$138,892.40</td>
<td>$148,892.40</td>
</tr>
</tbody>
</table>

NJPA cooperative pricing: (W/Knapheide)
NJPA does not offer direct trade-in service
$156,456.84

Bid opening attended by:

Catlyn Hicks, DuPage Finance
Larry Gammel, DuPage County Buyer

Invitations: 27
Potential Bidders Requesting Bid Documents: 10
Total Bid Responses Received: 4

2/22/2016
 REQUIRED VENDOR ETHICS DISCLOSURE STATEMENT

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

<table>
<thead>
<tr>
<th>Company Name:</th>
<th>N/A</th>
<th>Company Contact:</th>
<th>Brian Roesch</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contact Phone:</td>
<td>N/A</td>
<td>Contact Email:</td>
<td>N/A</td>
</tr>
</tbody>
</table>

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- 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 the contents of this disclosure form.

Authorized Signature

Printed Name: Brian Roesch
Title: Compliance Officer
Date: April 9, 2018

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