



DuPage Water Commission

600 E. Butterfield Road, Elmhurst, IL 60126-4642
(630)834-0100 Fax: (630)834-0120

AGENDA

**ADMINISTRATION COMMITTEE
THURSDAY, MAY 17, 2018
6:15 P.M.**

**600 EAST BUTTERFIELD ROAD
ELMHURST, IL 60126**

COMMITTEE MEMBERS

J. Healy- Chair
J. Broda
D. Novotny
R. Obarski
J. Zay

- I. Roll Call
- II. To approve the Minutes of the April 19, 2018 Regular Committee Meeting
- III. Ordinance No. O-6-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement Between the DuPage Water Commission and the Village of Hanover Park Concerning the Installation of a Water Main in the Village of Hanover Park
- IV. Ordinance No. O-7-18: An Ordinance Approving and Authorizing the Execution of a First Amendment to the Water Purchase and Sale Contract between the DuPage Water Commission and the Village of Bartlett for the Village of Bartlett Unit System
- V. Discussion regarding incentives for senior staff to give advanced notice of retirement
- VI. Other
- VII. Adjournment

H:\Board\Agendas\Administration\2018\ADM1805.docx

All visitors must present a valid drivers license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

**MINUTES OF A MEETING OF THE
ADMINISTRATION COMMITTEE
OF THE DUPAGE WATER COMMISSION
HELD ON THURSDAY, APRIL 19, 2018
600 EAST BUTTERFIELD ROAD
ELMHURST, ILLINOIS 60126**

Commissioner Broda called the meeting to order at 6:16 P.M.

Committee members in attendance: J. Broda, J. Healy (arrived 6:25 P.M.), D. Novotny, R. Obarski and J. Zay (arrived 6:20 P.M.)

Committee members absent: None

Also in attendance: F. Frelka, J. Rodriguez, and J. Spatz (arrived at 6:25 P.M.)

Commissioner Broda moved to approve the Minutes of the January 18, 2018, Administration Committee meeting. Seconded by Commissioner Obarski and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

Bearing no questions regarding the ordinance, Commissioner Obarski moved to recommend approval of Ordinance O-5-18: An Ordinance Approving and Authorizing the Execution of an Intergovernmental Agreement between the DuPage Water Commission and the County of DuPage Concerning Improvements Relating to the Resurfacing of Greenbrook Boulevard. Seconded by Commissioner Novotny and unanimously approved by a Voice Vote.

Chairman Zay arrived at 6:20 P.M.

All voted aye. Motion carried.

Regarding the discussion about incentives for senior staff to give advanced notice of retirement, Chairman Zay stated that General Manager Spatz is researching nearby municipalities, schools, and other similar entities for these incentives to bring to the board for consideration.

After some discussion, Chairman Zay stated that staff will reach out to the Illinois Municipal Retirement Fund (IMRF) for their guidelines regarding employee incentives for retirement and have General Manager Spatz bring his research and ideas to the committee.

Regarding other discussion, Commissioner Broda stated that there was a recent article about lead in Chicago's water and wanted to confirm it would not travel to the Commission's system.

Commissioner Healy and General Manager Spatz both arrived at 6:25 P.M.


After some discussion, General Manager Spatz explained that the lead found in Chicago's water is from the service line that connects to the water main to residents' houses, which is all on private resident property and would not travel to the Commission's system. He went on to explain that Chicago sends the Commission reports that show lead levels are below detection limits. This is also confirmed by independent lab semi-annual testing with water that is drawn at the Commission.

With no further discussion, Commissioner Healy adjourned the meeting at 6:35 P.M. Seconded by Commissioner Broda and unanimously approved by a Voice Vote.

All voted aye. Motion carried.

DATE: May 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION Administration Committee	ORIGINATING DEPARTMENT General Manager's Office
ITEM Ordinance No. O-6-18: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF HANOVER PARK CONCERNING THE INSTALLATION OF A WATER MAIN IN THE VILLAGE OF HANOVER PARK	APPROVAL 
Account No. 01-60-711500 An Agreement between the DuPage Water Commission and the Village of Hanover Park which sets the terms and expectations related to the DuPage Water Commission installing a water main for the Bartlett Transmission Project.	
MOTION: To approve Ordinance No. O-6-18.	

DUPAGE WATER COMMISSION

ORDINANCE NO. O-6-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF HANOVER PARK CONCERNING THE INSTALLATION OF A WATER MAIN IN THE VILLAGE OF HANOVER PARK

WHEREAS, the DuPage Water Commission (the “Commission”) was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the “Act”) for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Commission is designing, and intends to construct, a water transmission main and appurtenances, generally known as the Bartlett Transmission Project, to serve the Village of Bartlett (hereinafter “BTP”); and

WHEREAS, the route of the Commission’s BTP 30” diameter water transmission main (hereinafter the “Main”) extends through the Village of Hanover Park (the “Village”) within the public rights-of-way of Central Avenue, Stearns Road and Greenbrook Boulevard (the “Route”); and

WHEREAS, the Commission and the Village have negotiated an Intergovernmental Agreement regarding the installation of the Main along the Route; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) and other applicable authority, the Commission and the Village are authorized to enter into the Intergovernmental Agreement; and

WHEREAS, the Commission and the Village have each determined that it is in their respective best interests to enter into the Intergovernmental Agreement.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: An Intergovernmental Agreement Between the DuPage Water Commission and the Village of Hanover Park regarding installation of the Main along the Route, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute the Intergovernmental Agreement in substantially the form attached hereto as Exhibit A; provided, however, that said Intergovernmental Agreement shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies executed by the Village of Bartlett of a First Amendment to the Water Purchase and Sale Contract with the Village of Bartlett.

SECTION FOUR: Upon execution by the Chairman, the Intergovernmental Agreement, and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

Ordinance No. O-6-18

AYES:

NAYS:

ABSENT:

ADOPTED this 17th day of May, 2018

Chairman

ATTEST:

Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DUPAGE WATER COMMISSION
AND THE VILLAGE OF HANOVER PARK**

THIS AGREEMENT, made and entered into this 17th day of May, 2018, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (hereinafter referred to as "Commission") and the VILLAGE OF HANOVER PARK, a municipal corporation created and existing under the laws of the State of Illinois (hereinafter referred to as "Village").

W I T N E S S E T H

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission is designing a water transmission main to serve the Village of Hanover Park; and

WHEREAS, the route of the Commission's 30" diameter Water Transmission Main (hereinafter referred to as the "Main") extends through the Village within private easements and the public rights-of-way of Central Avenue, Stearns Road and Greenbrook Boulevard (the "Route"); and

WHEREAS, pursuant to Section 11-135-7 of the Illinois Municipal Code (65 ILCS 5/11-135-7), the Commission is authorized to construct, maintain, alter and extend its water mains as a proper use of highways along, upon, under and across any highway, street, alley or public ground in the State of Illinois, subject to avoiding inconvenience to the public use thereof, provided all laws and ordinances pertaining to such work for the protection of public property shall be

complied with except no fees shall be charged to the Commission for the construction of the Main; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to set forth in this Agreement the salient points of their understanding regarding the construction and installation of the Main described in the final plans and specifications within the Village's streets; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that inconvenience to the residents of the Village is avoided to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-135-3.5 (2) and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are by this reference a part of this Agreement, and of the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

I.

INSTALLATION OF THE MAIN

The Commission intends to install the Main in the Village within the easements and public rights-of-way of the Route depicted in the final plans and specifications (the "Project"). Such installation shall comply with the following:

A. Plans and Design

1. The Commission's contract documents, including final plans and specifications for that portion of the Main located within the Village, are attached hereto and incorporated herein as Attachment A.
2. The Main will be installed by conventional open-cut and jack and bore methods of construction.

B. Construction and Administration

3. Prior to the commencement of construction, under a separate contract, the Commission will have the Route of the Main videotaped. The videotape will be used to determine compliance with restoration requirements of the final plans and specifications and this Agreement.
4. Prior to the commencement of construction, the Commission will file with the Village a copy of the contractor's performance bond and payment bond guaranteeing performance of the work in accordance with the contract documents and guaranteeing payment of laborers.
5. The Village and its elected and appointed officers, employees and officials will be named as additional insured on all liability insurance policies issued in connection with the installation of the Main within the Village.
6. A public notification sheet will be delivered to Village residents living adjacent to the Main, listing DuPage Water Commission's main telephone numbers.
7. The Commission's contract documents will require the Commission's contractor to be solely and completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the

Work, including at times other than normal working hours. The Commission will provide the Village with a 24-hour telephone number to be used to notify the Commission. The Village shall so notify the Commission and its contractor immediately upon learning of any such situation, and the Commission shall require its contractor to promptly respond with all appropriate measures.

8. The Commission's contract documents will specify that once construction operations begin in the Village, the contractor shall continuously prosecute all work within Village rights-of-way and concurrently perform all reasonable restoration work.

9. The Commission's contract documents will require the contractor to install a snow fence and barricades around any open trenches at the end of each working day.

10. The Commission's contract documents will require the contractor to take positive measures to control dust including, but not limited to, reasonably periodic street sweeping, watering and cleaning. The Commission will endeavor to keep all Village streets clean that are used by any contractor and will respond in a reasonable time period to notice from the Village Manager or her designee that a roadway is not clean.

11. The Commission's representative will keep the Village staff informed of the status of the work on a regular basis and will, upon the request of the Village, meet with Village staff at mutually convenient times.

12. To the fullest extent permitted by law, the Commission shall indemnify, save, and keep harmless the Village from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, reconstruction, repair, maintenance, or operation by the Commission of the Main within the corporate limits of the Village, except to the extent that any such claim is caused by the sole negligence of the Village.

13. The Village agrees to allow the Commission and its contractor to construct the Main on Saturdays to the extent the Commission and its contractor deem necessary.

14. The Commission agrees to comply with Section 54-324 of Village's Municipal Code regarding working hours within the Village limits. Exemptions may only be authorized by the Village Manager or her designee.

15. Upon completion of the Main, the Commission shall require its contractor or, if necessary contract with another contractor, to resurface from curb to curb the entire width of Central Avenue within the Village. The resurfacing of Central Avenue will include a new one and one half inch mill and one and one half inch overlay. The resurfacing of Stearns Road and Greenbrook Boulevard within the Village shall be completed by others at a future date.

To the extent that any of other Highways or Village Streets are used for this Project and materially damaged by the Commission's contractor, the Commission shall as to said streets be under the same obligations concerning them for the benefit of Village as the Commission's contractor is obligated under any paragraph of this Agreement.

C. Post-Construction

16. The Commission's contract documents will require the contractor to provide a one (1) year maintenance guarantee of all work within the Village beginning upon final completion of the work under that contract. If the Commission's contractor fails to meet its guarantee of work within the Village, upon notice by the Village to the Commission, the Commission shall itself make the necessary corrections as set forth in Section 3.4 of the General Conditions of Attachment A. As to the resurfacing and the base to support it that underlies the surface that was excavated for the Main, the Commission shall, for a period of five (5) years after final completion of the work on the Project, correct any defect in materials or workmanship

furnished for such resurfacing and base work where excavation occurred, latent in character and not reasonably discernable at the time when the Project was completed and further it shall guarantee for said period against any damage to such surface and base improvements or by reason of settling of ground or the base underlying the surface where excavation for the Main was made.

17. The Commission will provide the Village with “as-built record drawings” of that part of the Main within the Village upon completion of the Project including electronic copies (PDF and ESRI Shapefile where appropriate).

18. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the Main, the Commission shall give the Village a reasonable notice of its intention to commence such repairs or other work, except in cases of emergency, where it will provide the Village notice as is reasonable under the circumstances. All areas damaged due to the performance of such repairs or other work will be restored to their original condition or better.

II.

PAYMENTS

19. The Commission shall reimburse the Village for any reasonable costs and expenses necessarily incurred by the Village due to the Project up to a maximum amount of Fifteen Thousand Dollars and No Cents (\$15,000.00). Subject to that maximum amount, any Village staff time shall be reimbursed by the Commission at the direct rate plus 10%. This provision is not a limitation on Commission’s liability to Village for any claim for future damages.

20. If the Commission's contractor damages any Village owned property during the Project, the Commission will repair and/or pay for any damages. To the extent any Village utilities are damaged that are not properly marked and the Commission did not know or should not have reasonably known the actual location of the Village utilities, the Commission shall have no liability to the Village for that damage or any repairs thereto.

21. If the Commission's contractor damages any Village street lights during the Project, the Commission will cause the Village street light to be repaired, reinstalled or replaced in accordance with current Village specifications.

22. The Commission shall comply with Village's ordinances concerning use of the streets, except Village fees and permits otherwise required by ordinance shall be waived.

III.

PERMITS AND APPROVALS

23. This Agreement shall constitute and stand in place of all Village permits required by or useful to the Commission or its contractor to construct and install the Main within the Village, and the Village hereby agrees to execute any and all reasonable additional documents, approvals, waivers or consents, if any, that may be necessary, and reasonable for the Commission to secure any permits required from any county, state or federal agency, or that may be necessary, and not prohibited by law or contract, to cause relocation of public utility facilities, except the Village's, for or in connection with any and all work to be done by or on behalf of the Commission within the Village's right of way where the Main is to be located.

24. Commission agrees that, as a material condition of maintaining the rights given in this Agreement, it will be and remain a member of J.U.L.I.E. through January 1, 2024, to assure marking in advance of construction work by Commission and also to assure other utilities

(including Village) that Commission's underground Main shall be marked by an authorized locating company. Commission agrees to coordinate with the Village for all construction, installation, operation, maintenance, repair, renewal and/or removal of the Main. Commission further agrees to notify the Village of all maintenance and repair work and shall commence work only after obtaining permission from Village's Engineer, with the exception of emergency repair. Permission shall not be unreasonably withheld by the Village.

25. Commission covenants and agrees to restore, at its sole cost and expense, and subject to the improvement permitted herein, the right of way, including all improvements and landscaping thereon, and all adjacent areas that are damaged or disturbed by Commission, Commission's agents or representative, and any third parties contracted by Commission during the construction, installation, operation, maintenance, repair, renewal and/or removal of the Main to the original condition of the right of way immediately preceding the commencement of the work performed thereon and, further, the base which is disturbed by excavation shall be restored and suitably compacted for resurfacing and the street shall be resurfaced as set forth in this Agreement.

26. At any time and from time to time, if Village engages in any public work within its right-of-way which in Village's opinion, after exhausting all other reasonable options, requires the relocation of Commission improvements to a different portion or expanded portion of the public right-of-way, Commission shall cooperate with Village and take all steps at Commission's expense as necessary or appropriate to accomplish said relocation. In addition to the foregoing, to the extent that the Village intends to engage in any public work within its right-of-way which would require the relocation of Commission improvements but said public work can be performed in a more cost efficient manner than the cost of relocating Commission

improvements, the Commission may propose such manner to the Village. If the Village agrees, the Commission will pay for all costs associated with additional land acquisition and any other costs necessarily incurred to avoid the cost of relocating the Commission improvements.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, on the date first written above, for their mutual benefit and not for the benefit of any third party.

VILLAGE OF HANOVER PARK

ATTEST:

By: _____

Its: _____

DUPAGE WATER COMMISSION

ATTEST:

By: _____


Its: _____

ATTACHEMENT A
COMMISSION CONTRACT DOCUMENT

(Please see Executive Session)

DATE: May 10, 2018

REQUEST FOR BOARD ACTION

AGENDA SECTION	Administration Committee	ORIGINATING DEPARTMENT	General Manager's Office
ITEM	An Ordinance Approving and Authorizing the Execution of a First Amendment to the DuPage Water Commission Water Purchase and Sale Contract with the Village of Bartlett for the Village of Bartlett Unit System Ordinance No. O-7-18	APPROVAL	
Account No.: N/A			
Ordinance No. O-7-18 would authorize and direct the Chairman to execute a First Amendment to the Water Purchase and Sale Contract for the Village of Bartlett Unit System with the Village of Bartlett.			
MOTION: To approve Ordinance No. O-7-18			

DUPAGE WATER COMMISSION

ORDINANCE NO. O-7-18

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF A FIRST AMENDMENT TO THE WATER PURCHASE AND SALE CONTRACT BETWEEN THE DUPAGE WATER COMMISSION AND THE VILLAGE OF BARTLETT FOR THE VILLAGE OF BARTLETT UNIT SYSTEM

WHEREAS, the DuPage Water Commission (the "Commission") was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) (collectively the "Act") for the purpose of financing, constructing, and operating a water supply system to serve its Charter Customers and other customers in DuPage County with a common source of supply of water from Lake Michigan; and

WHEREAS, the Commission and the Village of Bartlett ("Bartlett") previously entered into a Water Purchase and Sale Contract for the Bartlett Unit System; and

WHEREAS, the Commission and Bartlett have each determined that it is in their respective best interests to enter into a First Amendment to the Water Purchase and Sale Contract for the Bartlett Unit System in substantially the form attached hereto and by this reference incorporated herein and made a part of as Exhibit A.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Commissioners of the DuPage Water Commission as follows:

SECTION ONE: The foregoing recitals are hereby incorporated herein as findings of the Board of Commissioners of the DuPage Water Commission.

SECTION TWO: A First Amendment to the Water Purchase and Sale Contract between the DuPage Water Commission and the Village of Bartlett for the Village of Bartlett Unit System, in substantially the form attached hereto as Exhibit A, is hereby approved.

SECTION THREE: The Chairman of the DuPage Water Commission shall be and hereby is authorized to and directed to execute a First Amendment to the Water Purchase and Sale Contract for the Village of Bartlett Unit System with the Village of Bartlett in substantially the form attached hereto as Exhibit A; provided, however, that said First Amendment to the Water Purchase and Sale Contract shall not be so executed on behalf of the DuPage Water Commission unless and until the Chairman shall have been presented with copies of the completed First Amendment to the Water Purchase and Sale Contract executed by the Village of Bartlett.

SECTION FOUR: Upon execution by the Chairman, the Water Purchase and Sale Contract, and all other things provided for therein, shall be deemed accepted by the DuPage Water Commission without further act.

SECTION FIVE: This Ordinance shall be in full force and effect from and after its adoption by a majority affirmative vote of all the Commissioners including the affirmative vote of at least 1/3 of the Commissioners appointed by the County Board Chairman and 40 percent of the Commissioners appointed by the Mayors.

AYES:

NAYS:

ABSENT:

ADOPTED this 17th day of May, 2018.

Chairman

ATTEST:

Clerk

EXHIBIT A

**First Amendment to the Water Purchase and Sale Contract
for the Village of Bartlett Unit System**

**FIRST AMENDMENT TO THE DUPAGE WATER COMMISSION
WATER PURCHASE AND SALE CONTRACT WITH THE VILLAGE BARTLETT
FOR THE VILLAGE OF BARTLETT UNIT SYSTEM**

This First Amendment to the Water Purchase and Sale Contract (the “First Amendment”), dated as of May __, 2018, by and between the **DUPAGE WATER COMMISSION**, DuPage, Cook, and Will Counties, State of Illinois (the “Commission”), a county water commission and public corporation under Division 135 of Article 11 of the Illinois Municipal Code, 65 ILCS 5/11-135-1 *et seq.*, and the Water Commission Act of 1985, 70 ILCS 3720/1 *et seq.* (collectively, the “Acts”), and the **VILLAGE OF BARTLETT**, Illinois, a municipal corporation duly organized and existing under the laws of the State of Illinois (“Bartlett”);

WHEREAS, the Commission has been organized under the Acts to supply water within its territorial limits; and

WHEREAS, Bartlett is in the process of designing and constructing a waterworks system that will be owned and operated by Bartlett and extended or improved from time to time to meet the potable water requirements of all residents and businesses to be served with water from Bartlett; and

WHEREAS, in February of 2017, the Commission and Bartlett entered into a Water Purchase and Sale Contract (the “Contract”) that, *inter alia*, provides Bartlett water from the Commission and constructs certain facilities necessary for the provision of water to Bartlett (the “Project”); and

WHEREAS, the Village of Hanover Park (“Hanover Park”) and the Commission are

entering to an Intergovernmental Agreement providing for the use of Hanover Park right-of-way to build a portion of the Project (the "Intergovernmental Agreement"), a copy of which is attached hereto as Exhibit A; and

WHEREAS, Hanover Park is requiring, under certain circumstances, that the Commission pay to relocate certain facilities necessary for the Project which are being constructed within Hanover Park right-of-way (the "Relocation"); and

WHEREAS, the cost to Bartlett for the Commission to construct the Project would significantly increase if the Project was built not utilizing Hanover Park right-of-way; and

WHEREAS, Bartlett and the Commission each deem it in their best interests to enter into this First Amendment to modify the terms of the Contract.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the Commission and Bartlett hereby agree as follows:

1. The preambles hereto are hereby incorporated herein by this reference and are made fully a part of this First Amendment.
2. To the extent that the Commission incurs costs under Paragraph 26 of the Intergovernmental Agreement, Bartlett will fully reimburse the Commission for those costs within thirty (30) days of its receipt of an invoice from the Commission. This reimbursement provision shall extend in perpetuity and shall not be limited by the Term set forth in Subsection 20E of the Contract.
3. Except as expressly amended by this First Amendment, the Contract shall remain in full force and effect, in accordance with its terms, provisions and conditions.
4. In the event that any phrase, paragraph or portion of this First Amendment is

found to be invalid, illegal or unenforceable by any court of competent jurisdiction, such finding of invalidity, illegality or unenforceability shall not affect the validity, legality or enforceability of the remaining portions of this First Amendment or the Contract. Further, the Parties agree that neither party shall contest the validity, legality or enforceability of any phrase, paragraph or portion of this First Amendment or the Contract.

IN WITNESS WHEREOF, the parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be affixed hereto and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

Date: _____, 2018

VILLAGE OF BARTLETT

By: _____
Its _____

ATTEST:

Village Clerk

Date: _____, 2018

DUPAGE WATER COMMISSION

By: _____
Its _____

ATTEST:

Clerk

EXHIBIT A

Intergovernmental Agreement with the Village of Hanover Park

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE DUPAGE WATER COMMISSION
AND THE VILLAGE OF HANOVER PARK**

THIS AGREEMENT, made and entered into this 17th day of May, 2018, by and between the DUPAGE WATER COMMISSION, a county water commission created and existing under the laws of the State of Illinois (hereinafter referred to as "Commission") and the VILLAGE OF HANOVER PARK, a municipal corporation created and existing under the laws of the State of Illinois (hereinafter referred to as "Village").

W I T N E S S E T H

WHEREAS, the Commission was formed and exists pursuant to the Water Commission Act of 1985 (70 ILCS 3720/1 *et seq.*) and Division 11 of Article 135 of the Illinois Municipal Code (65 ILCS 5/11-135-1 *et seq.*) for the purpose of securing an adequate source and supply of water for its customers; and

WHEREAS, the Commission is designing a water transmission main to serve the Village of Hanover Park; and

WHEREAS, the route of the Commission's 30" diameter Water Transmission Main (hereinafter referred to as the "Main") extends through the Village within private easements and the public rights-of-way of Central Avenue, Stearns Road and Greenbrook Boulevard (the "Route"); and

WHEREAS, pursuant to Section 11-135-7 of the Illinois Municipal Code (65 ILCS 5/11-135-7), the Commission is authorized to construct, maintain, alter and extend its water mains as a proper use of highways along, upon, under and across any highway, street, alley or public ground in the State of Illinois, subject to avoiding inconvenience to the public use thereof, provided all laws and ordinances pertaining to such work for the protection of public property shall be

complied with except no fees shall be charged to the Commission for the construction of the Main; and

WHEREAS, the Commission and the Village have determined that it is in their respective best interests to set forth in this Agreement the salient points of their understanding regarding the construction and installation of the Main described in the final plans and specifications within the Village's streets; and

WHEREAS, the matters set forth in this Agreement will serve the public interest and assure that inconvenience to the residents of the Village is avoided to the greatest extent possible; and

WHEREAS, pursuant to Section 10 of Article VII of the Illinois Constitution of 1970, the provisions of the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), 65 ILCS 5/11-135-3.5 (2) and other applicable authority, the Commission and the Village are authorized to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing recitals, which are by this reference a part of this Agreement, and of the mutual covenants and agreements hereinafter set forth, the Commission and the Village hereby agree as follows:

I.

INSTALLATION OF THE MAIN

The Commission intends to install the Main in the Village within the easements and public rights-of-way of the Route depicted in the final plans and specifications (the "Project"). Such installation shall comply with the following:

A. Plans and Design

1. The Commission's contract documents, including final plans and specifications for that portion of the Main located within the Village, are attached hereto and incorporated herein as Attachment A.
2. The Main will be installed by conventional open-cut and jack and bore methods of construction.

B. Construction and Administration

3. Prior to the commencement of construction, under a separate contract, the Commission will have the Route of the Main videotaped. The videotape will be used to determine compliance with restoration requirements of the final plans and specifications and this Agreement.
4. Prior to the commencement of construction, the Commission will file with the Village a copy of the contractor's performance bond and payment bond guaranteeing performance of the work in accordance with the contract documents and guaranteeing payment of laborers.
5. The Village and its elected and appointed officers, employees and officials will be named as additional insured on all liability insurance policies issued in connection with the installation of the Main within the Village.
6. A public notification sheet will be delivered to Village residents living adjacent to the Main, listing DuPage Water Commission's main telephone numbers.
7. The Commission's contract documents will require the Commission's contractor to be solely and completely responsible for providing and maintaining safe conditions, and avoiding damage to public and private property, along the Route during performance of the

Work, including at times other than normal working hours. The Commission will provide the Village with a 24-hour telephone number to be used to notify the Commission. The Village shall so notify the Commission and its contractor immediately upon learning of any such situation, and the Commission shall require its contractor to promptly respond with all appropriate measures.

8. The Commission's contract documents will specify that once construction operations begin in the Village, the contractor shall continuously prosecute all work within Village rights-of-way and concurrently perform all reasonable restoration work.

9. The Commission's contract documents will require the contractor to install a snow fence and barricades around any open trenches at the end of each working day.

10. The Commission's contract documents will require the contractor to take positive measures to control dust including, but not limited to, reasonably periodic street sweeping, watering and cleaning. The Commission will endeavor to keep all Village streets clean that are used by any contractor and will respond in a reasonable time period to notice from the Village Manager or her designee that a roadway is not clean.

11. The Commission's representative will keep the Village staff informed of the status of the work on a regular basis and will, upon the request of the Village, meet with Village staff at mutually convenient times.

12. To the fullest extent permitted by law, the Commission shall indemnify, save, and keep harmless the Village from any and all claims for damage to real and personal property and injuries to or death suffered by persons by reason of the construction, reconstruction, repair, maintenance, or operation by the Commission of the Main within the corporate limits of the Village, except to the extent that any such claim is caused by the sole negligence of the Village.

13. The Village agrees to allow the Commission and its contractor to construct the Main on Saturdays to the extent the Commission and its contractor deem necessary.

14. The Commission agrees to comply with Section 54-324 of Village's Municipal Code regarding working hours within the Village limits. Exemptions may only be authorized by the Village Manager or her designee.

15. Upon completion of the Main, the Commission shall require its contractor or, if necessary contract with another contractor, to resurface from curb to curb the entire width of Central Avenue within the Village. The resurfacing of Central Avenue will include a new one and one half inch mill and one and one half inch overlay. The resurfacing of Stearns Road and Greenbrook Boulevard within the Village shall be completed by others at a future date.

To the extent that any of other Highways or Village Streets are used for this Project and materially damaged by the Commission's contractor, the Commission shall as to said streets be under the same obligations concerning them for the benefit of Village as the Commission's contractor is obligated under any paragraph of this Agreement.

C. Post-Construction

16. The Commission's contract documents will require the contractor to provide a one (1) year maintenance guarantee of all work within the Village beginning upon final completion of the work under that contract. If the Commission's contractor fails to meet its guarantee of work within the Village, upon notice by the Village to the Commission, the Commission shall itself make the necessary corrections as set forth in Section 3.4 of the General Conditions of Attachment A. As to the resurfacing and the base to support it that underlies the surface that was excavated for the Main, the Commission shall, for a period of five (5) years after final completion of the work on the Project, correct any defect in materials or workmanship

furnished for such resurfacing and base work where excavation occurred, latent in character and not reasonably discernable at the time when the Project was completed and further it shall guarantee for said period against any damage to such surface and base improvements or by reason of settling of ground or the base underlying the surface where excavation for the Main was made.

17. The Commission will provide the Village with "as-built record drawings" of that part of the Main within the Village upon completion of the Project including electronic copies (PDF and ESRI Shapefile where appropriate).

18. In the event that the Commission should have to reopen any portion of the Route after initial installation to perform repairs or other work on the Main, the Commission shall give the Village a reasonable notice of its intention to commence such repairs or other work, except in cases of emergency, where it will provide the Village notice as is reasonable under the circumstances. All areas damaged due to the performance of such repairs or other work will be restored to their original condition or better.

II.

PAYMENTS

19. The Commission shall reimburse the Village for any reasonable costs and expenses necessarily incurred by the Village due to the Project up to a maximum amount of Fifteen Thousand Dollars and No Cents (\$15,000.00). Subject to that maximum amount, any Village staff time shall be reimbursed by the Commission at the direct rate plus 10%. This provision is not a limitation on Commission's liability to Village for any claim for future damages.

20. If the Commission's contractor damages any Village owned property during the Project, the Commission will repair and/or pay for any damages. To the extent any Village utilities are damaged that are not properly marked and the Commission did not know or should not have reasonably known the actual location of the Village utilities, the Commission shall have no liability to the Village for that damage or any repairs thereto.

21. If the Commission's contractor damages any Village street lights during the Project, the Commission will cause the Village street light to be repaired, reinstalled or replaced in accordance with current Village specifications.

22. The Commission shall comply with Village's ordinances concerning use of the streets, except Village fees and permits otherwise required by ordinance shall be waived.

III.

PERMITS AND APPROVALS

23. This Agreement shall constitute and stand in place of all Village permits required by or useful to the Commission or its contractor to construct and install the Main within the Village, and the Village hereby agrees to execute any and all reasonable additional documents, approvals, waivers or consents, if any, that may be necessary, and reasonable for the Commission to secure any permits required from any county, state or federal agency, or that may be necessary, and not prohibited by law or contract, to cause relocation of public utility facilities, except the Village's, for or in connection with any and all work to be done by or on behalf of the Commission within the Village's right of way where the Main is to be located.

24. Commission agrees that, as a material condition of maintaining the rights given in this Agreement, it will be and remain a member of J.U.L.I.E. through January 1, 2024, to assure marking in advance of construction work by Commission and also to assure other utilities

(including Village) that Commission's underground Main shall be marked by an authorized locating company. Commission agrees to coordinate with the Village for all construction, installation, operation, maintenance, repair, renewal and/or removal of the Main. Commission further agrees to notify the Village of all maintenance and repair work and shall commence work only after obtaining permission from Village's Engineer, with the exception of emergency repair. Permission shall not be unreasonably withheld by the Village.

25. Commission covenants and agrees to restore, at its sole cost and expense, and subject to the improvement permitted herein, the right of way, including all improvements and landscaping thereon, and all adjacent areas that are damaged or disturbed by Commission, Commission's agents or representative, and any third parties contracted by Commission during the construction, installation, operation, maintenance, repair, renewal and/or removal of the Main to the original condition of the right of way immediately preceding the commencement of the work performed thereon and, further, the base which is disturbed by excavation shall be restored and suitably compacted for resurfacing and the street shall be resurfaced as set forth in this Agreement.

26. At any time and from time to time, if Village engages in any public work within its right-of-way which in Village's opinion, after exhausting all other reasonable options, requires the relocation of Commission improvements to a different portion or expanded portion of the public right-of-way, Commission shall cooperate with Village and take all steps at Commission's expense as necessary or appropriate to accomplish said relocation. In addition to the foregoing, to the extent that the Village intends to engage in any public work within its right-of-way which would require the relocation of Commission improvements but said public work can be performed in a more cost efficient manner than the cost of relocating Commission

improvements, the Commission may propose such manner to the Village. If the Village agrees, the Commission will pay for all costs associated with additional land acquisition and any other costs necessarily incurred to avoid the cost of relocating the Commission improvements.

IN WITNESS WHEREOF, the Commission and the Village have caused this Agreement to be executed by their respective chief administrative officers, pursuant to proper authorization of their respective governing bodies, on the date first written above, for their mutual benefit and not for the benefit of any third party.

VILLAGE OF HANOVER PARK

ATTEST:

By: _____

Its: _____

DUPAGE WATER COMMISSION

ATTEST:

By: _____

Its: _____

ATTACHEMENT A
COMMISSION CONTRACT DOCUMENT

(Please see Executive Session)