

VILLAGE OF DOWNERS GROVE
Report for the Village
8/17/2021

SUBJECT:	SUBMITTED BY:
Amendment of IGA with IEPA for St. Joseph Creek Restoration	Andy Sikich Public Works Director

SYNOPSIS

A resolution has been prepared to amend the existing Intergovernmental Agreement with the Illinois Environmental Protection Agency (IEPA) for the St. Joseph Creek Restoration Project from Main Street to Fairmount Avenue.

STRATEGIC PLAN ALIGNMENT

The goals for 2019 to 2021 include *Top Quality Infrastructure*.

FISCAL IMPACT

None.

RECOMMENDATION

Approval on the August 17, 2021 Consent Agenda.

BACKGROUND

On September 10, 2019, the Village Council approved an Intergovernmental Agreement with the IEPA for stream channel restoration on St. Joseph Creek between Fairmount Avenue and Main Street. The Agreement stipulates the IEPA reimbursing the Village for 60% of eligible items in conjunction with the 319 Grant award in the amount of \$345,942. The majority of this work has been completed; however trees and shrubs are scheduled for planting this fall. The current agreement is set to end on August 31, 2021 and this extension will allow for the final plantings to occur and be eligible for reimbursement from the IEPA.

To date, the Village has spent \$933,320 on this project, of which \$312,843 has been reimbursed by the IEPA.

Staff recommends approval of the amendment to the existing Agreement with the IEPA.

ATTACHMENTS

Resolution
Amendment Number 1

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT NO. 1
TO THE GRANT AGREEMENT BETWEEN THE STATE OF ILLINOIS, ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY AND VILLAGE OF DOWNERS GROVE**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois, as follows:

1. That the form and substance of a certain Amendment No. 1 (“Amendment No. 1”), between the Illinois Environmental Protection Agency (the “Grantor”) and the Village of Downers Grove (the “Grantee”) for the restoration of St. Joseph Creek submitted to this meeting with the recommendation of the Village Manager, is hereby approved.

2. That the Mayor and Village Clerk are hereby respectively authorized and directed for and on behalf of the Village to execute, attest, seal and deliver Amendment No. 1, substantially in the form approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and directed to take such further action as they may deem necessary or appropriate to perform all obligations and commitments of the Village in accordance with the provisions of Amendment No. 1.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided by law.

Mayor

Passed:

Attest: _____
Village Clerk

Amendment No. 1
 Agreement No. 3191913

AMENDMENT TO THE GRANT AGREEMENT



BETWEEN
 THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
 AND
 VILLAGE OF DOWNERS GROVE

ST. JOSEPH CREEK RESTORATION

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and the Village of Downers Grove (Grantee), with its principal office at 801 Burlington Avenue, Downers Grove, Illinois 60515 and payment address (same), hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), which is described below. Grantor and Grantee are collectively referred to herein as "Parties" or individually as a "Party."

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the state of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Agreement and herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

ARTICLE I AWARD AND AMENDMENT INFORMATION AND CERTIFICATION

1.1. Original Agreement. The Agreement, numbered 3191913, with an original term from September 1, 2019 to August 31, 2021.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: NA, Effective Date: NA.

1.3. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Exhibit F (Performance Standards) |
| <input checked="" type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Exhibit G (Specific Conditions) |
| <input type="checkbox"/> Exhibit C (Payment) | <input type="checkbox"/> PART TWO (Grantor-Specific Terms) |
| <input type="checkbox"/> Exhibit D (Contact Information) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input checked="" type="checkbox"/> Exhibit E (Performance Measures) | <input type="checkbox"/> Budget |
| <input checked="" type="checkbox"/> Award Term | <input type="checkbox"/> Funding Source |
| <input type="checkbox"/> Other (specify): _____ | |

Amendment No. 1
Agreement No. 3191913

1.4. Effective Date. This Amendment shall be effective on August 31, 2021. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.5. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

1.6. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

VILLAGE OF DOWNERS GROVE

By: _____
Signature of John J. Kim, Director

By: _____
Signature of Authorized Representative

By: _____
Signature of Designee

Date: _____

Date: _____

Printed Name: John J. Kim

Printed Name: _____

Printed Title: Director

Printed Title: _____

Designee

E-mail: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Amendment No. 1
Agreement No. 3191913

ARTICLE II
AMENDMENTS

- 2.1. Exhibit B Changes. Exhibit B is amended as detailed in the attached new Exhibit B.
- 2.2. Exhibit E Changes. Exhibit E is amended as detailed in the attached new Exhibit E.
- 2.3. Award Term Changes. This Agreement shall be effective on September 1, 2019 and shall expire on June 30, 2022, unless terminated pursuant to this Agreement.

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Amendment No. 1
Agreement No. 3191913

EXHIBIT B

DELIVERABLES OR MILESTONES

<u>Description</u>	<u>Completion Date</u>
DESIGN SPECIFICATIONS	
1. Draft Design Specifications	May 1, 2020
Final Design Specifications	July 1, 2020
PERMITS & LANDOWNER AGREEMENTS	
2. Draft Permits and Landowner Agreements	May 1, 2020
Final Permits and Landowner Agreements	July 1, 2020
DESIGN IMPLEMENTATION	
3. Design Implementation	May 30, 2022
Photographic Documentation of Construction	June 15, 2022
PROJECT EVALUATION & REPORT	
4. Draft Report	February 1, 2022
Final Report	June 15, 2022
OTHER DIRECTED ACTIVITIES	
6. Sign Designs	July 1, 2020
Install Signs	July 1, 2021
7. Draft O & M Plan	July 1, 2020
Final O & M Plan	September 30, 2021
OTHER DIRECTED ACTIVITIES	
8. Progress Report	Quarterly as stipulated

EXHIBIT E

PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete the following tasks.

DESIGN SPECIFICATIONS

1. The Grantee shall prepare design specifications (Design) for the implementation best management practices (BMPs) along St. Joseph Creek (IL_GBLB-01) in Downers Grove, Illinois. BMPs implemented under this project will include approximately 2,455 feet of streambank stabilization using rock vanes and rock toe in combination with native vegetation, approximately 975 feet stream channel stabilization using re-meandering and riffles, and a 1.2-acre buffer of native vegetation. The Design shall be prepared to arrest streambank and stream channel erosion and reduce nonpoint source pollution through the installation of environmentally sound practices while protecting or enhancing habitat, ameliorating damage from peak flows, reducing velocity of peak flows, and enhancing aesthetic qualities. The Design shall identify the type and location of selected practices, describe the environmental problems associated with the site and the criteria used to select each practice, and provide a detailed blueprint for their cost, advantages and disadvantages, location, design, maintenance, installation and construction, and materials used, including plant species. The Design shall also include an estimate of pollutant removal efficiency calculated using the Illinois EPA's Estimating Pollutant Load Reductions for Nonpoint Source Pollution Control BMPs workbook. The Design shall meet the requirements of the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual and/or Illinois Urban Manual and the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design must be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a waiver of this certification requirement from the Grantor. Two (2) copies of the draft Designs and "BMP Application Forms" shall be completed and submitted by the Grantee to the Grantor by May 1, 2020. Two (2) paper copies and one (1) electronic copy of the final Designs and "BMP Application Forms" shall be completed and submitted by the Grantee to the Grantor by July 1, 2020.

PERMITS & LANDOWNERS AGREEMENTS

2. The Grantee shall secure all necessary permits prior to the implementation of the Design developed under Item 1 of Exhibit E of this Agreement. The Grantee shall enter into appropriate legally binding arrangements with participating landowners to ensure that the BMPs are maintained as designed and that the operation and maintenance procedures are implemented for at least ten (10) years from the implementation of the BMPs. The Grantee shall submit a draft of the arrangement to the Grantor by May 1, 2020. The Grantee shall submit a copy of the executed arrangement to the Grantor by July 1, 2020.

DESIGN IMPLEMENTATION

2. The Grantee shall implement the Design developed under Item 1 of Exhibit E of this Agreement. The Grantee shall complete the installation and construction of the BMPs by May 30, 2022. Photographic images, including before and after shots of the BMP location, documenting Design implementation shall be completed and submitted by the Grantee to the Grantor by June 15, 2022.

PROJECT EVALUATION AND REPORT

4. The Grantee shall prepare a report explaining the execution of the St. Joseph Creek Restoration project (i.e., pre and post conditions, type and location of practices, practice design, methods of practice installation) and evaluating the project's success, including but not limited to improvements in water quality. The report shall document the project tasks and summarize the findings of the project, including a discussion of the cost-effectiveness of selected practices in relationship to alternative management strategies. Two (2) copies of the draft report shall be completed and submitted by the Grantee to the Grantor by May 30, 2022. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by June 15, 2022.

OTHER DIRECTED ACTIVITIES

5. The Grantee shall be available for coordination and progress briefings. The dates and locations of these briefings will be specified by the Grantor in consultation with the Grantee during the course of the project.
6. At each site where best management practices are installed under this Agreement, the Grantee shall design and erect a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as the funding source of this project. Sign design must be approved by and consistent with the specifications of the Grantor prior to their installation at any site. Designs for all signs shall be completed and submitted by the Grantee to the Grantor by July 1, 2020. The Grantee shall erect the signs approved by the Grantor prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor. The Grantee shall complete the installation of all signs approved by the Grantor by July 1, 2021.
7. The Grantee shall develop Operation and Maintenance Plans (O & M Plan) for the BMPs implemented under this Agreement to ensure their long-term viability (at least ten years). The O & M Plan shall identify regular inspection needs and appropriate management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O & M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs and the financial resources necessary for implementation of the O & M Plan. A draft of all O & M Plans shall be completed and submitted by the Grantee to the Grantor by July 1, 2020. The final O & M Plan shall be completed and submitted by the Grantee to the Grantor by September 30, 2021.
8. The Grantee shall submit a Periodic Financial Report and a Periodic Performance Report quarterly by the fifteenth (15th) of July, October, January, and April occurring during the Agreement Term.