



**FOX VALLEY PARK DISTRICT
BOARD OF TRUSTEES**
Serving the Fox Valley Park District
Kane, DuPage, Kendall and Will Counties, Illinois
SPECIAL MEETING AGENDA
January 7, 2015
Cole Administration Center
101 W. Illinois Avenue, Aurora
3:30 p.m.

- | | |
|---|-------------------|
| 1.0 CALL MEETING TO ORDER | President Vaughan |
| 2.0 PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE | President Vaughan |
| 3.0 ROLL CALL | President Vaughan |
| 4.0 ADDENDA TO THE AGENDA
None | President Vaughan |
| 5.0 CONSENT AGENDA
None | President Vaughan |
| 6.0 PRESENTATIONS AND SPECIAL RECOGNITION
None | President Vaughan |
| 7.0 PUBLIC COMMENT - For matters not on the agenda.
<i>(Limited to one 3-minute comment per person, maximum 15 minutes.)</i> | President Vaughan |
| 8.0 ATTORNEY BUSINESS
None | Attorney Hodge |
| 9.0 EXECUTIVE DIRECTOR BUSINESS
None | Director McCaul |
| 10.0 CONTINUED BUSINESS
None | |
| 11.0 NEW BUSINESS
Approve the Intergovernmental Agreement Between the State of Illinois/
Department of Natural Resources, the Village of North Aurora and the
Fox Valley Park District for the North Aurora Dam Removal Project | President Vaughan |
| 12.0 CORRESPONDENCE AND ANNOUNCEMENTS
None | President Vaughan |

13.0 CLOSED SESSION
None

President Vaughan

14.0 ADJOURNMENT

President Vaughan

The Fox Valley Park District is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the facilities, are required to contact ADA Coordinator, Mr. Mike Erickson (630-897-0516) promptly to allow the District to make reasonable accommodations.

DATE: January 7, 2015

TO: Honorable Board of Trustees

FROM: Nancy McCaul, CPRP, Executive Director

RE: Intergovernmental Agreement with IDNR and Village of North Aurora for Dam Removal

RECOMMENDATION: Approve the Intergovernmental Agreement between the State of Illinois/Illinois Department of Natural Resources and the Village of North Aurora and the Fox Valley Park District for the North Aurora Dam Removal Project.

BACKGROUND: The Park District is responsible for the maintenance of the North Aurora Dam and we own the adjacent shoreline along the Fox River. The IDNR has been working on a 2012 initiative implemented by Governor Quinn to improve river safety and return impaired waterways, including the Fox River, back to their natural habitat through the removal of dams. Concurrently, the Fox River Study group made a presentation to the North Aurora Village Board to discuss ways to improve water quality and the natural habitat of the Fox River. Over the past many weeks, staff has been working with the Village and the IDNR to draft an intergovernmental agreement to remove the dam.

The agreement is in two phases. The first phase is for design engineering and the second phase is for the demolition of the dam. Per the agreement, the Village would be the lead agency to oversee engineering work with the IDNR providing up to \$500,000 in funding for that phase of the project. The IDNR is responsible for the demolition of the dam and has \$2,500,000 allocated for that part of the project.

Other key points of the agreement include:

- Both the Village and the Park District have to approve a resolution to move forward with the initial design engineering phase.
- Both the Village and the Park District have to approve a resolution to move forward with the dam's demolition once the design engineering has been completed and reviewed. This is important as it provides both agencies with the ability to assess potential impacts of the dam removal on surrounding properties.
- The IDNR does not have to move forward or complete the dam removal project if adequate funding is not available.

The Village of North Aurora has the IGA as an action item on their January 5, 2015 Board meeting agenda. It is the same copy that is included in your packet. We have labeled ours

“DRAFT” since we have not received the approved final copy, but will have that available at the meeting on January 7.

REASON FOR BOARD REQUIRED ACTION: Board of Trustee action is required for approval of agreements.

REVIEWED BY OTHERS: Legal Counsel

FINANCIAL IMPACT: We will be responsible, along with the Village, for any utility relocation, property easements and environmental remediation if necessary, and we will continue maintenance on the mill race if it is kept in place. If we require additional studies, we will be required to pay for those costs.

PRESENTER: Nancy McCaul, Executive Director

INTERGOVERNMENTAL AGREEMENT
between the
STATE OF ILLINOIS/ DEPARTMENT OF NATURAL RESOURCES,
and the
VILLAGE OF NORTH AURORA
and the
FOX VALLEY PARK DISTRICT
for the
NORTH AURORA DAM REMOVAL PROJECT

Contract OWR-334

This **AGREEMENT** is made among the Village of North Aurora, hereinafter referred to as "**NORTH AURORA**", the Fox Valley Park District, hereinafter referred to as "**FOX VALLEY**", and the State of Illinois/Department of Natural Resources, hereinafter referred to as "**NATURAL RESOURCES**",

Witnesseth:

WHEREAS, NORTH AURORA, FOX VALLEY and NATURAL RESOURCES are legal entities organized and existing under the laws of the State of Illinois having among their powers the authority to perform such undertakings as described herein under the "Intergovernmental Cooperation Act," 5 ILCS 220; and

WHEREAS, the NATURAL RESOURCES owns certain property on the Fox River including North Aurora dam, and

WHEREAS, FOX VALLEY owns certain property on the Fox River, including North Aurora Island Park and North Aurora Riverfront Park, which is surrounded by the Fox River and a mill race on the east side, which mill race is a primary feature and amenity of the FOX VALLEY Island Park and North Aurora Riverfront Park property (Mill) Race); and

WHEREAS, both NORTH AURORA, FOX VALLEY and NATURAL RESOURCES acknowledge that this dam currently fragments the Fox River by creating barriers that prevent the free movement of fish and other aquatic organisms at certain flow conditions; and

WHEREAS, both NORTH AURORA, FOX VALLEY and NATURAL RESOURCES acknowledge that this dam may degrade the quality of the water upstream of the dam; and

WHEREAS, both NORTH AURORA, FOX VALLEY and NATURAL RESOURCES acknowledge that this dam may be a potential safety hazard to people recreating on the waters near the dam; and

WHEREAS, North Aurora Island Park and North Aurora Riverfront Park on the Fox River at North Aurora and the associated Mill Race on the east side of North Aurora Island Park and North Aurora Riverfront Park on the east side of the Fox River is an amenity that North Aurora and FOX VALLEY desire to preserve; and

WHEREAS, NORTH AURORA, FOX VALLEY and NATURAL RESOURCES are each in favor of removal of the dam to restore stream connectivity upstream and downstream of the dam, to allow for safe canoe and kayak passage, and to increase the

general environmental health of the river in the vicinity of the dam, maintaining flows in the Mill Race and the restoration of the river in the impoundment, hereinafter referred to as "PROJECT"; and

WHEREAS, NORTH AURORA, FOX VALLEY and NATURAL RESOURCES enter into this AGREEMENT to obtain an engineering design for the PROJECT.

WHEREAS, NATURAL RESOURCES has the statutory authority to take all measures necessary for conserving, preserving, distributing, introducing, propagating and restoring fish, mussels, frogs, turtles, game, wild animals, wild fowls, and birds, under 20 ILCS 805/805-100 Conservation of Fish and Game; and

WHEREAS, NATURAL RESOURCES has the statutory authority to take all measures necessary for conserving, preserving, distributing, introducing, propagating, and restoring of fauna and flora, under 20 ILCS 805/805-105 Conservation of Fauna and Flora; and

WHEREAS, the Illinois General Assembly appropriated funds to NATURAL RESOURCES under Public Act 098--0675, Article 8, Section 15 for the purposes of upgrading and rehabilitation of dams, spillways and supporting facilities, including dam removals and the required geotechnical investigations, preparation of plans and specifications, and the construction of the proposed rehabilitation to ensure reduced risk of injury to the public, which includes the PROJECT; and

WHEREAS, NATURAL RESOURCES has determined that execution of this AGREEMENT is subject to the signature requirements of the "State Finance Act," 30ILCS 105/9.02; and

WHEREAS, under penalties of perjury, NORTH AURORA certifies that 36-6009508 is its correct Federal Taxpayer Identification Number and that NORTH AURORA is doing business as a government entity; and

WHEREAS, under penalties of perjury, FOX VALLEY certifies that FOX VALLEY is doing business as a government entity; and

NOW THEREFORE, for and in consideration of the benefits to be derived from the completion of the PROJECT, the sufficiency of which is hereby acknowledged, it is agreed between the parties hereto as follows:

The recitals set forth are incorporated by reference and made a part hereof, the same constituting the factual basis for this transaction.

PART A-1. LOCAL ENTITY CONDITIONS

1. NORTH AURORA and/or FOX VALLEY, by resolution may initiate the PROJECT, and obtain an engineering design for the dam removal to be paid by NATURAL RESOURCES up to \$500,000 as provided by Part B-1.
2. Once NORTH AURORA and FOX VALLEY have obtained the engineering design and have reviewed and analyzed the impacts and potential costs to them and to other property owners of the dam removal along with the design options and has approved them by resolution, NORTH AURORA and FOX VALLEY shall notify NATURAL RESOURCES in writing, no later than June 30, 2016, of their intentions whether to proceed with the PROJECT, with or without design requests and other

conditions (Local Entity Condition).

3. Removal of the dam shall not proceed without the written direction of both NORTH AURORA and FOX VALLEY, which direction may be withheld or conditioned in either party's sole discretion (Local Entity Direction).

4. If NORTH AURORA or FOX VALLEY determines not to proceed with the PROJECT and give notice to NATURAL RESOURCES thereof in writing, this Agreement shall terminate and be of no further force and effect, unless either one waives the requirement that both must be involved; in which case the party waiving the requirement shall assume all obligations of the other party hereunder.

5. If NORTH AURORA and FOX VALLEY intends to conduct an alternative engineering design, the costs associated with such alternative engineering design shall be the sole responsibility of NORTH AURORA and FOX VALLEY.

PART A-2. NATURAL RESOURCES CONDITIONS

1. After the Local Entity Direction is given and NORTH AURORA and FOX VALLEY determine to proceed with the PROJECT, NATURAL RESOURCES shall determine, in its sole determination, whether to proceed with the PROJECT. If NATURAL RESOURCES determines a) that the cost of the PROJECT, together with any design requests or other conditions requested in writing by NORTH AURORA or FOX VALLEY at the time of written authorization to proceed, may exceed NATURAL RESOURCES' maximum appropriation for the PROJECT; b) the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation; c) if the Governor decreases NATURAL RESOURCES funding for the PROJECT by reserving some or all of NATURAL RESOURCES appropriation(s) pursuant to the power delegated to the Governor by the Illinois General Assembly; d) if NATURAL RESOURCES determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations; or e) if funds needed are insufficient for any reason, NATURAL RESOURCES may determine not to proceed with the PROJECT. The PROJECT shall not proceed unless and until written direction is received from NATURAL RESOURCES that it has determined to proceed (NATURAL RESOURCES Direction).

2. NATURAL RESOURCES will pay NORTH AURORA for approved engineering and design costs of the PROJECT under this AGREEMENT not to exceed \$500,000. NATURAL RESOURCES will have no obligation to implement or complete the PROJECT without the necessary appropriation, re-appropriation, and availability of state funds. If NATURAL RESOURCES determines that the funds are available, and NATURAL RESOURCES intends to proceed with the Project, but the maximum PROJECT allocation is insufficient to fund the removal of the dam with any conditions that NORTH AURORA or FOX VALLEY has requested, NATURAL RESOURCES shall include in the written direction of its intention to proceed with the PROJECT a notice that the estimated cost to complete the PROJECT with the conditions requested exceeds the maximum PROJECT allocation along with an estimate of the amount by which the estimate to cost to complete the PROJECT exceeds the maximum PROJECT allocation. The PROJECT shall not proceed at that point unless NORTH AURORA and/or FOX VALLEY agree to be responsible for the additional cost or other arrangements are made to cover the additional cost. Such approval to bear additional costs must be made by the appropriate resolution of the Board of Trustees of the local body that is agreeing to bear any of such additional costs.

3. It is the intent of the State that all or a portion of the costs of this Project will be paid or reimbursed from the proceeds of tax-exempt bonds subsequently issued by the State.

4. NATURAL RESOURCES will not participate in any PROJECT costs incurred by NORTH AURORA or FOX VALLEY prior to the full execution of the AGREEMENT and Local Entity Direction. NATURAL RESOURCES will not reimburse NORTH AURORA for any expenses incurred by NORTH AURORA personnel in association with the PROJECT.

PART A-3. GENERAL CONDITIONS

1. All provisions of this AGREEMENT will be binding upon the successors and assigns of the principal parties hereto.

2. This AGREEMENT may only be modified, assigned, supplemented, amended or extended by mutual agreement, in writing, by the parties hereto.

3. Attached hereto, marked "ATTACHMENT A", consisting of one page and made part hereof by reference, is a listing of certifications, which must be completed by NORTH AURORA.

4. Attached hereto, marked "ATTACHMENT B", consisting of one page and made part hereof by reference, is a certification of taxpayer identification number, which must be completed by NORTH AURORA.

5. The duty of good faith and fair dealing is part of this AGREEMENT.

PART B. NORTH AURORA AND FOX VALLEY

1. The preliminary engineering and design of the PROJECT will proceed under the direction of NORTH AURORA utilizing NORTH AURORA personnel with supplemental personnel provided by contractual consultant engineering firm(s). NORTH AURORA will select a consultant in keeping with State law including but not limited to the "Illinois Procurement Code," 30 ILCS 500/30, and applicable provisions of the Prevailing Wage Act, the Public Construction Bond Act, the Public Works Employment Discrimination Act, the Employment of Illinois Workers on Public Works Act, the Public Contract Fraud Act, the Illinois Construction Evaluation Act and the Project Labor Agreement Act which Acts are incorporated under the Illinois Procurement Code at 30 ILCS 500/30-45, for the design of the PROJECT utilizing a selection process conducted in accordance with NORTH AURORA requirements. NATURAL RESOURCES and FOX VALLEY will review and approve, in writing, all contracts prior to their award by NORTH AURORA; review and approve, in writing, the scope of work for any contractual consultant contract; review and approve, in writing, any modifications to the scope of work for any contractual consultant contracts; and upon its specific request, participate in all PROJECT discussions. The maximum cost for the engineering design will be \$500,000.

2. NORTH AURORA will prepare, or cause to be prepared, final design plans, specifications, and construction bid documents, as necessary, for the PROJECT, and will provide such written approval to NATURAL RESOURCES. NATURAL RESOURCES will review and approve or disapprove in writing, the final construction bid documents for the PROJECT and will provide such written approval or disapproval to NORTH AURORA.

3. NORTH AURORA will show on the construction documents all designated boundaries of the lands, easements, and rights-of-way, hereinafter referred to as “**property rights**” necessary for construction, environmental mitigation, operation, and maintenance of the PROJECT.

4. NORTH AURORA and FOX VALLEY hereby grant NATURAL RESOURCES the authorization to conduct the construction on their respective property as may be necessary to construct and maintain the PROJECT. NATURAL RESOURCES will be responsible to pay any and all permit fees that may be required for the issuance of permits for the PROJECT, including any permits from NATURAL RESOURCES. NORTH AURORA and FOX VALLEY shall grant any local permits required to construct and maintain the PROJECT and will provide any such permits at no cost to NATURAL RESOURCES.

5. NORTH AURORA and FOX VALLEY shall determine whether to proceed with construction of the PROJECT, in any case where NORTH AURORA and/or FOX VALLEY 1) determine that property acquisition costs are too high; 2) the cost of moving utilities is too high; or 3) where hazardous substances regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601-9675), hereinafter “CERCLA”, are found to exist in, on, or under any lands, easements, or rights-of-way that NORTH AURORA determines to be required for the construction, operation, and maintenance of the PROJECT. Should NORTH AURORA and FOX VALLEY determine to proceed with construction after considering any liability that may arise under CERCLA, NORTH AURORA and/or FOX VALLEY shall be responsible, for the costs of clean-up and response, to include the costs of any studies and investigations necessary to determine an appropriate response to the contamination, except as otherwise agreed by the parties in writing. If FOX VALLEY does not approve proceeding with the PROJECT due to any determination by it pursuant to this paragraph, then at its discretion, it may grant access rights to NORTH AURORA and NATURAL RESOURCES, as well as any other rights necessary or reasonably associated with the PROJECT, in order to enable NORTH AURORA to proceed with the PROJECT, subject to such further conditions or additional terms as FOX VALLEY may require and as may be mutually agreed between NORTH AURORA and FOX VALLEY. In the event such mutual agreement is not reached, FOX VALLEY’s obligations hereunder shall cease and it shall be released from this Agreement in full.

6. NORTH AURORA and/or FOX VALLEY will acquire in the name of NORTH AURORA or FOX VALLEY, without cost to NATURAL RESOURCES, all privately owned property rights required for the PROJECT. It is understood that any required PROJECT property rights owned by FOX VALLEY or another unit of local government, drainage district or school district may remain in the name of such unit of local government, drainage district or school district. However, NORTH AURORA and/or FOX VALLEY must obtain a permanent right of entry on any such property rights that will allow for the construction, operation and maintenance of the PROJECT by NATURAL RESOURCES, NORTH AURORA and FOX VALLEY. All expenses associated with the property rights acquisition such as title commitments, attorney fees, survey costs, preparation of legal descriptions and plat drawings, appraisal costs, recording costs, and any other such incidental expenses will be borne by NORTH AURORA and/or FOX VALLEY. Prior to the NATURAL RESOURCES advertising for bids, the NORTH AURORA will furnish to NATURAL RESOURCES copies of all property rights documents acquired for the construction, operation and maintenance of the PROJECT for review and approval by NATURAL RESOURCES.

7. NORTH AURORA and/or FOX VALLEY, without cost to NATURAL RESOURCES, will assume all responsibility for the operation, maintenance, and rehabilitation of the mill race and the shorelines of their respective properties after

construction completion to ensure that it will serve the intended purpose. NORTH AURORA will not modify the PROJECT without first obtaining written approval of NATURAL RESOURCES.

8. NORTH AURORA and FOX VALLEY hereby grant to NATURAL RESOURCES the right to enter upon any PROJECT property rights held by NORTH AURORA or FOX VALLEY necessary for construction, construction inspection, operation, maintenance, maintenance inspection in the event the provisions of Part C, Section 6 herein are invoked by NATURAL RESOURCES for failure of NORTH AURORA and/or FOX VALLEY to operate and maintain the PROJECT.

9. NORTH AURORA will be responsible for all utility alterations or relocation and for all fence removal and/or replacement required as a result of the PROJECT construction, including any utility and fence related work shown on the plans. Utilities include, but are not limited to, electrical, cable television, and communication lines and oil, gas, sewer, and water pipelines.

10. NORTH AURORA will maintain, for a minimum of three years after the completion of the PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds paid in conjunction with this AGREEMENT. This AGREEMENT and all books, records, and supporting documents related to the PROJECT will be made available for review and audit by the Illinois Auditor General and/or NATURAL RESOURCES. NORTH AURORA agrees to cooperate fully with any audit conducted by the Auditor General and/or NATURAL RESOURCES and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section will establish a presumption in favor of NATURAL RESOURCES for the recovery of any funds paid by NATURAL RESOURCES under this AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

11. NORTH AURORA will hold and save NATURAL RESOURCES and any of its representatives, agents, contractors, and designees harmless against loss, damage, cause of action, fine or judgment including all costs connected therewith, such as attorney and witness fees, filing fees any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage, flood damage and any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the PROJECT, where said loss, damage, cause of action, fine or judgment has been found by a court of law to have arisen as a result of the negligent acts or omissions of NORTH AURORA.

PART C. DEPARTMENT OF NATURAL RESOURCES

1. NATURAL RESOURCES will review, and shall approve or disapprove, in writing, all contractual consultant contracts prior to their award by NORTH AURORA; review and shall approve or disapprove, in writing, the scope of work for any contractual consultant contract; review and shall approve or disapprove, in writing, of any modifications to the scope of work for any contractual consultant contracts and upon specific request, participate in all PROJECT discussions. Once the final construction bid documents for the PROJECT are completed and approved, NATURAL RESOURCES will advertise for bids as necessary; make contract awards; and supervise construction (resident engineering) of the PROJECT which includes the dam removal, maintaining flow in the millrace, and restoration of the former impoundment with the estimated cost as shown in "ATTACHMENT C".

2. NATURAL RESOURCES will review and shall approve or disapprove in writing; all property rights documents required for the construction, operation and maintenance of the PROJECT. NATURAL RESOURCES will review and shall approve or disapprove, in writing the final construction bid documents for the PROJECT; and will provide such written approval to NORTH AURORA.

3. NATURAL RESOURCES will make payments to or on behalf of NORTH AURORA not to exceed \$500,000 as defined herein, for approved PROJECT engineering design costs based on consultant billings furnished by NORTH AURORA to NATURAL RESOURCES with documentation, approved by NORTH AURORA, certifying that the work covered under such consultant billings has been completed, and is in connection with the PROJECT. NATURAL RESOURCES will review and give final approval of submitted costs prior to payment. If NATURAL RESOURCES makes payments directly to the consultants, NATURAL RESOURCES shall provide copies to NORTH AURORA of such payments made.

4. NATURAL RESOURCES will allocate up to \$2,500,000.00, as a line item in planned projects pursuant to funds appropriated by the Illinois General Assembly under Public Act 098--0675, Article 8, Section 15 for this PROJECT. NATURAL RESOURCES will be responsible for PROJECT construction costs not to exceed the maximum PROJECT allocation.

5. NATURAL RESOURCES, will assume all responsibility for the operation, maintenance, and rehabilitation of the PROJECT components on property owned by NATURAL RESOURCES, as identified in the U.S. Army Corps of Engineers Section 404 permit, including any of the dam structure that remains, after construction completion to ensure that it will serve the intended purpose.

6. NATURAL RESOURCES will make periodic inspections subsequent to the completion of the PROJECT, for the time period identified in the U.S. Army Corps of Engineers Section 404 permit, to ensure that adequate maintenance as defined in Part B, Section 7, is being performed on the PROJECT. Should NATURAL RESOURCES determine that a maintenance problem exists, a joint inspection will be scheduled and made by NORTH AURORA, FOX VALLEY and NATURAL RESOURCES. Failure of NORTH AURORA or FOX VALLEY to properly maintain the PROJECT components on their property as defined herein and as indicated by a written report of such inspection, will permit NATURAL RESOURCES, upon thirty (30) days written notice and continued failure of NORTH AURORA or FOX VALLEY to perform the necessary maintenance work, to enter upon any of the PROJECT property rights and perform such maintenance work. In this instance, NORTH AURORA or FOX VALLEY will reimburse NATURAL RESOURCES for any and all costs that may be incurred by NATURAL RESOURCES in connection therewith.

7. Wherever approval of NATURAL RESOURCES is required by this AGREEMENT, such approval shall be a necessary precondition of the act or document being approved.

PART D. GENERAL PROVISIONS

1. It is understood and agreed that this is an AGREEMENT between the Village of North Aurora, the Fox Valley Park District and the State of Illinois, Department of Natural Resources. It is understood and agreed that this AGREEMENT constitutes the complete and exclusive statement of the agreement of the PARTIES relative to the subject matter hereof and supersedes all previous oral and written proposals, negotiations, representations or understandings concerning such subject matter.

2. 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 and the same instrument.
3. This AGREEMENT may only be modified by written modification executed by duly authorized representatives of the PARTIES hereto.
4. It is agreed that the laws of the State of Illinois shall apply to this AGREEMENT and that, in the event of litigation, venue shall lie in Sangamon County, Illinois.
5. All written reports, notices, and other communications related to this AGREEMENT shall be in writing and shall be personally delivered, mailed certified mail, overnight mail delivery, or electronic mail delivery to the following persons at the following addresses:

To the NATURAL RESOURCES: Illinois Office of Water Resources
One Natural Resources Way
Springfield, IL 62702
Attn: Director of Water Resources

To NORTH AURORA: Village of North Aurora
25 E. State Street
North Aurora, IL 60542
Attn: Village Administrator

To FOX VALLEY: Fox Valley Park District
Cole Center Administrative Office
101 W. Illinois Ave
Aurora, IL 60506
Attn: Executive Director

6. If any Party shall at any time be in default in the performance of any of the terms, conditions or provisions of this AGREEMENT, and the defaulting Party shall fail to remedy or commence to remedy with diligence and dispatch such default within sixty (60) days after written notice thereof from a non-defaulting Party, it shall be lawful for the non-defaulting Party/Parties to terminate this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AGREEMENT for the **DAM REMOVAL PROJECT** on behalf of their respective bodies, and that the effective date of this AGREEMENT is the date approved and executed by the Director of NATURAL RESOURCES.

STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES

RECOMMENDED:

APPROVED:

Rick Gosch, Acting Director
Office of Water Resources
Date: _____

Marc Miller, Director
Department of Natural Resources
Date: _____

APPROVED:

APPROVED:

Jeffrey P. Smith
General Counsel
Date: _____

Scott Harper
Chief Fiscal Officer
Date: _____

VILLAGE OF NORTH AURORA

RECOMMENDED:

APPROVED:

Kevin G. Drendel, Attorney
Date: _____

Dale Berman, Village President
Date: _____

FOX VALLEY PARK DISTRICT

RECOMMENDED:

APPROVED:

Gerald Hodge, Attorney
Date: _____

Robert Vaughan, President
Date: _____

- Attachments:
- A. Certifications
 - B. Taxpayer Identification
 - C. Preliminary Construction Cost Estimate

ATTACHMENT A

STANDARD CERTIFICATIONS FOR INTERGOVERNMENTAL AGREEMENTS

NORTH AURORA and FOX VALLEY acknowledge and agree that compliance with this section and each subsection for the term of the contract and any renewals is a material requirement and condition of this contract. By executing this contract NORTH AURORA and FOX VALLEY certifies compliance with this section and each subsection and is under a continuing obligation to remain in compliance and report any non-compliance.

If this contract extends over multiple fiscal years including the initial term and all renewals, NORTH AURORA and FOX VALLEY shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

If the Parties determine that any certification in this section is not applicable to this contract it may be stricken without affecting the remaining subsections.

1. As part of each certification, NORTH AURORA and FOX VALLEY acknowledges and agrees that should NORTH AURORA or FOX VALLEY provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the NORTH AURORA or FOX VALLEY or their agents may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2. NORTH AURORA and FOX VALLEY certify they and their employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3 If NORTH AURORA or FOX VALLEY employs 25 or more employees and this contract is worth more than \$5000, Public NORTH AURORA certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act. (30 ILCS 580)

4. NORTH AURORA and FOX VALLEY certify that the NORTH AURORA and FOX VALLEY are not participating or shall not participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5. NORTH AURORA and FOX VALLEY certify they comply with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

6. NORTH AURORA and FOX VALLEY certify they do not pay dues to or reimburse or subsidize payments by their employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

7. NORTH AURORA and FOX VALLEY warrant and certify that it and, to the best of their knowledge, their subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Contractors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

8. NORTH AURORA and FOX VALLEY certify that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/jitaa. (30 ILCS 587)

NORTH AURORA

FOX VALLEY

SIGNATURE

PRINTED NAME

TITLE

ATTACHMENT B

TAXPAYER IDENTIFICATION NUMBER

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: _____

Business Name: _____

Taxpayer Identification Number:
Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | <input type="checkbox"/> D = disregarded entity |
| | <input type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature: _____

Date: _____

ATTACHMENT C

Preliminary Cost Estimate

Item	Quantity	Unit of Measure	Unit Price	Cost
Dam Removal				
Site Access and Staging Area Gravel- CA6	205	Ton	\$35	\$7,175
Construction Entrance Rock- CA1	50	Ton	\$40	\$2,000
Temporary Construction Fence	320	lf	\$9	\$2,880
Temporary Fence Gate	1	Each	\$450	\$450
Silt Fence	110	lf SY	\$6	\$660
Filter Fabric	700	Tons	\$4	\$2,800
Causeway Riprap, RR4	9500	CY	\$53	\$503,500
Concrete Removal Tree	640	Each	\$300	\$192,000
Removal (6-15") Tree	12	Each	\$30	\$360
Removal (Over 15")	3	SY	\$35	\$105
Bike Paths- Hot Mix Asphalt Full Depth (6")	140	lf	\$35	\$4,900
Guardrail Removal and Reerecting	30	lf	\$30	\$900
Turbidity Curtain	500		\$50	\$25,000
Subtotal Dam Removal				\$742,730
Mill Race Culvert Replacement				
Earth Excavation	2020	CY	\$30	\$60,600
Pipe Culvert Removal	210	lf	\$15	\$3,150
Storm Sewer Class A2 36"	620	lf	\$130	\$80,600
PRC End Section 2x36"	1	Each	\$3,000	\$3,000
Parking Lot- Hot Mix Asphalt Full Depth (6")	295	SY	\$35	\$10,325
Seeding, Class 1	0.1	Acre	\$2,000	\$200
Mulching, Method 1	0.1	Acre	\$2,000	\$200
Subtotal Mill Race Culvert				\$158,075
Impoundment Restoration	1 Lump Sum			\$1,000,000
Subtotal				\$1,900,805
Mobilization (6%)				\$114,048
Contingencies (25%)				\$475,201
Total Construction Cost				\$2,490,055