

DuPage River Salt Creek Workgroup
Meeting Agenda
Lombard Village Hall
June 24, 2015
9:00 – 11:00 AM

1. Approval of April 29, 2015 Meeting Minutes (Attachment 1)

2. DuPage County Wetland Map Update

In 2012, DuPage County Stormwater Management received an \$118,369 Wetland Program Development grant from the U.S. Environmental Protection Agency to update the County's wetland map. The Wetland Map Initiative has been a three-year effort with a goal to provide residents, developers, and businesses with updated wetland information throughout the County. The map is a valuable planning tool for local government, developers, property owners and residents.

Presenter: Mary Beth Falsey, PWS, CPESC, CFM, Wetland Specialist, DuPage County Stormwater Management

3. Oak Meadows Golf Course Rebuild and Ecological Restoration

Construction is due to start in July on the Oak Meadows Golf Course Rebuild and Ecological Restoration. Presentation will review the motivations behind the project and the work done by the diverse team of contractors who collaborated on a design to integrate the new course and river system. Project has both habitat and DO objectives for the DRSCW and would be the first recipient of funds from the DRSCW's draft permit condition.

Presenter: Erin Pande, PWS, CFM Ecological Services Director, Engineering Resource Associates, Inc.

4. Assessments for NPDES Permit Special Conditions (New Business)

- Special Conditions Permit Language Update- as of the date of the
- Project and Staffing Assessments
- Dues Invoicing schedule

5. Funding update (SB2081) (Old Business)

- IGIG grant program – update

6. Projects Committee (New Business)

- Fawell Dam Update- A new scope of work is being developed. Project is listed in the member agency Special Conditions.
- Oak Meadows Update- Project is due to start construction in July
- PAHs & Coal Tar Sealants (CTS) Update
- Lower Salt Creek Watershed Plan – Detention basin survey for plan area communities.

7. Monitoring Committee (Old Business)

- The contracts have been signed for West Branch Bioassessment (MBI) and chemical (SLI) basin surveys.

- The contract for the chemical survey at three reference sites from SLI has been signed. Reference sites are on Ferson and Otter Creeks.
- The East Branch POTW chloride monitoring will probably begin in late-summer. The need for this contract will be reviewed as new permits are likely to require chloride sampling at POTWs.
- Geodatabase Update
- Resource Managers Guide to Aquatic Bioassessment Update (being finalized this week)

8. Chloride Reduction Committee (New Business)

- Public roads workshop date 9/23/15, parking lots & sidewalks date 10/8/2015
- Chloride Offset Program with the Illinois Tollway -

9. Watershed Permitting Update (Old Business)

10. TMDL Development for the DuPage River/Salt Creek (Old Business)

11. Watershed Committee Updates – West Branch, East Branch and Salt Creek

- East Branch Resiliency Competition and Watershed Plan - update

12. Business Items (New Business)

- Membership Dues
- Accounts Update – (Attachment 2)
- Website Updates- the website was redesigned
- A draft of the Audit for FYE2015 is under review
- Agreement with The Conservation Foundation (Attachment 3)
Agreement with The Conservation Foundation for the provision of staffing services to the Workgroup will expire on June 30. The attached renewal agreement for the period from 07/01/15 through 06/30/16 has been approved by the Executive Board and is recommended for approval by the Workgroup. The Workgroup is currently paying \$10,893.07 to TCF at the beginning of each month in personnel and overhead costs. The amount in the new contract will be \$11,210.82 per month, based on a 3% increase in personnel and a 2% in overhead costs.
- Other Business

13. DRSCW Calendar, Presentations and Press Coverage (Old Business)

- Presentation requested on September 3, 2015 in Addison at the IWEA NRR Annual Workshop on the DRSCW's watershed approach. Presenter - Nick Menninga (DGSD).
- Scheduled to co-present with ERA on June 18, 2015 in Aurora at the Central States Water Environment Association - Illinois Section Collections Systems Seminar on the Oak Meadows Project. Presenters – Stephen McCracken (DRSCW) and Erin Pande (ERA)
- WEFTEC 2015–application for track on “Stream Geomorphology and Restoration 101” Update

14. Workgroup Meeting Schedule

- August 26, 2015
- October 28, 2015
- December 9, 2015
- February 24, 2016 (Annual Meeting)
- April 27, 2016
- June 29, 2016

DuPage River Salt Creek Workgroup
Meeting Minutes
Lombard Village Hall
April 29, 2015
10:00 – 11:00 AM

1. Approval of March 11, 2015 Meeting Minutes (Attachment 1)

Jessi DeMartini pointed out that March 11th meeting minutes should be changed to add the “#3” to the sentence, “DuPage County is creating a watershed plan for Spring Brook on Salt Creek.” This was agreed. Mitch Patterson made a motion to approve the minutes with the change as indicated by DeMartini, seconded by Nick Menninga. Motion carried unanimously. New sentence will read “DuPage County is creating a watershed plan for Spring Brook #3 on Salt Creek.”

2. 2012 West Branch Basin Assessment

The 2012 biological and water quality assessment is the third such assessment on the basin since the initial survey and is in keeping with the rotating basin approach that was initiated for the DuPage and Salt Creek watersheds in 2006. Biological, habitat, and water quality results from 2012 will be compared to the previous two surveys in 2006 and 2009 to reveal any changes or patterns over that time period. Major causes and sources of biological and water quality impairments will be discussed.

Presenter: Chris Yoder, Research Director, Midwest Biodiversity Institute

Rob Flatter inquired when the next WBDR assessment would occur. Stephen McCracken replied that the WB basin assessment will be completed this year (2015), and it would start in June.

Jessi DeMartini asked whether the PowerPoint presentation would be available on the website. Stephen McCracken answered affirmatively.

3. Final Draft of Special Conditions for POTW members’ NDPES Permits

- Special Conditions Permit Language Update

A final draft of the special conditions was received from Illinois EPA after review with EPA Region 5. Both agencies are supportive of the DRSCW’s approach to funding projects. The special conditions are funded through a special assessment that runs for 8 years (one full 5-year permit cycle, then extending into the first 3-years of a second permit cycle). After funding project assessments for 8-years total, participating POTW agency members would have 2-3-years to achieve 1.0 mg/L monthly average for phosphorus (depending on whether a biological or chemical system is used).

Dave Gorman noted that this has been a lengthy process and that the negotiation team was very happy with the results. Dave Gorman noted that the impact for other agency members is the additional staffing component to help project implementation efforts. This item would be applied only after we have commitments from the minimum number of POTW agency members to fund the projects.

4. Funding update (SB2081) (Old Business)

- IGIG grant program – update – no news

5. Projects Committee (New Business)

- Fawell Dam Update

Stephen McCracken requested authorization to release \$48K to the executive board for the projects committee. This line item appears in the budget that was approved in March. These funds will be used to move forward design work to modify Fawell Dam.

Thanks to DuPage County Stormwater Management, 319 funds (matched by DRSCW funds) were used to investigate initial modification designs for the dam. A large amount of field work was completed under that agreement. The models need to be refined to reflect different wetted perimeters inside the culverts, the resulting velocities along with the predicted impacts on fish passage. New scopes will be developed to extend contracts with the contractors (V3 Companies and Inter-Fluve) and DuPage County Stormwater Management will be approached to restart modeling scenarios.

Larry Cox made a motion to release \$48K to the projects committee; Steve Zehner and Gary Smith seconded the motion. All voted in favor; none opposed.

- Oak Meadows Update

Stephen McCracken stated that if the minimum level of participation in the special conditions permit language is reached (\$2.25M), the first project to be funded is the Oak Meadows Golf Preserve Improvement project, which will address habitat and DO. Construction is scheduled to start in July.

- PAHs & Coal Tar Sealants (CTS) update - none

- Lower Salt Creek Watershed Plan Update

Rob Swanson, Sarah Hunn and Stephen McCracken met with CMAP staff approximately six weeks ago to discuss funds made available by Illinois EPA to complete the plan. However, since that time, some Illinois EPA staff expressed that the TMDLs and the plan were duplicative efforts. Rob Swanson added that there were additional requirements from USEPA about detention/retention pond assessments.

Stephen McCracken stated that there has been ongoing discussion with USEPA for how to complete detention pond assessments. A proposed strategy to get this off CMAP's plate is to determine if the information already exists. Questionnaires would be distributed to determine whether a community already has this information or what would it take to get the information. Kelsey Musich asked for clarification that US EPA, not Illinois EPA, requested this information. Stephen McCracken replied, yes, that was his recollection.

Stephen McCracken added that Sarah, Rob and he do not view the TMDLs and the plan as a duplication of efforts. The watershed plan covers a wider geographic area and range of stressors than the TMDLs will.

6. Monitoring Committee (Old Business)

- The East Branch POTW chloride monitoring will probably begin in May. *Monitoring will include samples that were not completed last year. Need concentrations of chloride outputs from all East Branch plants and Devlin and Eagan plants in 2015.*
- DO probe maintenance and calibration workshop was held on April 21st. *Thank you to Mary Dressel and Micaela McGrath at DuPage County Public Works for all of their assistance executing the workshop at their facility and ongoing support and expertise to the DO program.*
- Contract status for West Branch bioassessment and chemical basin surveys *Stephen McCracken asked for the release funds to the executive board for the monitoring committee to sign contracts with Suburban Laboratories, Inc. (SLI) and Midwest Biodiversity Institute (MBI) to complete the 2015 West Branch assessment.*

Steve Zehner made a motion to approve the release of funds to the Executive Board, seconded by Sue Baert.

Rob Flatter inquired whether these contracts were for multiple or single years. Stephen McCracken replied that the first few years they had were open and that SLI and MBI had proven considerably cheaper than other options at that time. In MBI's case, the work is highly specialized and they were possibly the only company qualified and equipped to do it. It is likely that multiple bids will be reviewed for future chemical sampling.

Kelsey Musich asked about timeliness of work and the ability to stay on budget. Stephen McCracken responded that generally both contractors complete work under budget. With chemistry this was usually because all the samples budgeted were not collected due to sites being inaccessible due to flooding/drought or construction. Chemistry was above budget last year due to an unforeseen quality control item. MBI is behind on their reports, partially due to their work on the IPS tool in 2012-13. MBI was over budget in 2012 due to additional analysis that needed to be carried out following the discovery of high N concentrations in a number of samples. Under the executed contract, the DRSCW was not under any obligation to pay for either overage. We anticipate that being back on reporting schedule by the end of the year.

Larry Cox made the motion to approve the release funds in the amounts quoted by the contractors for the biological and chemical monitoring. All voted in favor.

Reference site chemistry: Last year was first year chemical data was collected at reference sites. Stephen McCracken requested the release of \$9100.00 from the budget line item that was approved in March. Tom Richardson seconded the motion; all voted in favor.

Dave Gorman noted that the Bylaws authorize the executive board to make expenditures of less than \$10K prior to a vote at a Workgroup meeting, if necessary, for expediency.

Jennifer Hammer added that the Lower DuPage River Watershed Coalition (LDRWC) budgeted for monitoring at reference sites and could share the costs or add additional sites. Stephen McCracken stated that 3 reference sites would provide data where it is most needed i.e. out of area high quality sites.

POTW chloride and conductivity monitoring. Stephen McCracken requested the release of funds to contract SLI to process 15 grab samples for each POTW on the EBDR and 2 POTWs on the WBDR (MWRD Eagan/ ROSELLE, Devlin).

Larry Cox made a motion to authorize up to the budgeted amount. Jennifer Hammer seconded the motion. All voted in favor.

Chloride committee – CDM Smith’s proposal for chloride reduction efforts is budgeted at \$10,500. The chloride committee scope will be presented to the executive board. Nick Menninga made a motion to release these funds at the contract amount; Gary Smith seconded the motion. All voted in favor.

Dave Gorman reminded members that further participation can be made with all committees. Meetings are held as needed – none have regular meeting schedules.

- Geodatabase Update
- Bioassessment Users Guide update

7. Chloride Reduction Committee (New Business)

- Date for the 2015 public roads workshop has been set for 23rd of September
- Chloride Committee Update
- Chloride Offset Program with the Illinois Tollway – Update

Dan Bounds reported that the public roads deicing workshop is scheduled for September 23, 2015. The agenda will focus of pilot testing and case study results. We will include vendors and, of course, a hot buffet breakfast. A date for the parking lots & sidewalks deicing workshop has not yet been set; a company breakfast for private contractors is under consideration. CDM Smith completed slip and fall research and prepared a draft model facilities plan.

Dave Gorman added that NPDES POTW reports on chlorides has been included in the special conditions. No numeric decreases were included in this language. The EPAs want to see if we are making an impact so they can look at replicating it elsewhere.

Dave Gorman reminded attendees to sign in to receive PDHs (1 hour per bimonthly meeting) issued at the end of October. Attendees are invited to head to The Patio on Highland Avenue for their lunch breaks.

Matt York asked for more information regarding the chloride offset program with the Tollway. Stephen McCracken said he would talk to him after the meeting.

8. Watershed Permitting Update (Old Business)

9. TMDL Development for the DuPage River/Salt Creek (New Business)

10. Watershed Committee Updates – West Branch, East Branch and Salt Creek

- East Branch Resiliency and Watershed Plan - update

11. Business Items (New Business)

- Membership Dues
- Accounts Update – (Attachment 2)
- Website Updates- the website has been updated
- Other Business

12. DRSCW Calendar, Presentations and Press Coverage (Old Business)

Update on WEFTEC 2015–application for track on “Stream Geomorphology and Restoration 101.”

13. Workgroup Meeting Schedule

- June 24, 2015
- August 26, 2015
- October 28, 2015
- December 9, 2015
- February 24, 2016
- April 27, 2016

Attachment 2

**DRSCW Account Balances
June 17, 2015**

Certificate of Deposit Accounts	Amount	Term	Rate	Maturity
Synchrony Bank	\$ 102,173.05	12 M	1.22%	5/14/2016
EverBank	\$ 100,749.36	12 M	1.09%	7/25/2015
Total	\$ 202,922.41			
Itasca Checking Account Balance	\$ 109,976.95			
Capital One 360 Savings Account Balance	\$ 23,492.74			

AN AGREEMENT BETWEEN THE DUPAGE RIVER SALT CREEK WORKGROUP AND
THE CONSERVATION FOUNDATION

THIS AGREEMENT is entered into by and between the DUPAGE RIVER SALT CREEK WORKGROUP (DRSCW), an Illinois not-for-profit corporation, and THE CONSERVATION FOUNDATION (TCF), an Illinois not-for-profit corporation, concerning the provision of staffing services by TCF to DRSCW as described herein.

WHEREAS, DRSCW and TCF share mutual goals of maintaining and improving water quality in the watersheds of Salt Creek and the East and West Branches of the DuPage River;
and

WHEREAS, TCF retains professional staff necessary to perform various tasks associated with monitoring and improving water quality in these watersheds; and

WHEREAS, DRSCW and TCF both desire to utilize TCF personnel to provide services for DRSCW projects and activities.

NOW, THEREFORE, in consideration of the above stated preambles and the mutual covenants and promises hereinafter contained, DRSCW and TCF formally covenant, agree, and bind themselves as follows to wit:

1. The term of this agreement shall commence on July 1, 2015 and end on June 30, 2016.

The parties acknowledge that this agreement, subject to any amendment thereto, may be continued in future years, however, such continuation is subject to written approval by both parties.

2. During the term, TCF shall provide technical staff to perform tasks as directed by the DRSCW President or other member of the DRSCW Executive Board. These tasks may include, but are not limited to the following: prepare agendas and minutes and attend all

DRSCW meetings; deposit revenue checks; review invoices and prepare disbursement checks; administer investments; maintain accurate financial records and provide financial reports; manage and direct DRSCW projects and consultants working on DRSCW projects; coordinate and maintain data from DRSCW monitoring programs; apply for and manage grants; prepare an annual budget and five year financial plan for submission to the DRSCW President each year; maintain the DRSCW website; assure timely response to DRSCW dedicated cell phone; conduct correspondence on behalf of DRSCW; subject to the authority of the President, represent DRSCW and respond timely to requests from DRSCW members and Executive Board members. The assignment of individual TCF technical staff to perform DRSCW work shall be subject to DRSCW approval and assigned staff shall maintain their expertise with current developments in the profession.

3. The fee for professional services under this agreement shall be a fixed amount of **\$10,287.96** per month, which is calculated as the sum of 100% of the cost of the full time position of Director of Watershed Protection and 60% of the cost of the full time position of Water Resource Assistant. This monthly amount includes an employer match on employee contributions to a 401 k plan, to a maximum of 1.5% of direct employee salaries. It is agreed that the Director of Watershed Protection shall provide de minimums services to TCF, not exceeding 40 hours per year. TCF shall provide a monthly summary of hours worked by each employee by task in a format mutually agreed upon by both parties. This fixed amount shall be adjusted, if necessary, on a quarterly basis in the event that the level of service provided is less than stated above. In addition, if a designated staff position does not contribute the necessary 401 k match, any unused DRSCW employer match will be refunded to the DRSCW on a quarterly basis.

4. The fee for expenses provided to DRSCW under this agreement shall be a fixed amount of \$922.86 per month for generally fixed expenses such as utilities, telephone, copy machine, fax, and other office equipment. TCF shall provide DRSCW with documentation of these fixed expenses upon request.
5. DRSCW shall pay TCF for other expenses related to services provided to DRSCW under this agreement, including but not limited to office supplies, monitoring supplies, cell phones, travel by car at IRS rate per mile, staff services other than those described in Paragraphs 2 and 3, etc. TCF shall submit itemized invoices on a monthly basis for DRSCW review and approval, detailing all such expenses related to work for DRSCW under this agreement.
6. DRSCW agrees to reimburse TCF for said costs in the following manner. DRSCW shall pay to TCF the fixed amounts described in Paragraphs 3 and 4 on the first day of each month for services to be provided during that month. DRSCW shall pay approved expenses described in Paragraph 5 within 30 days of receipt of the invoice.
7. Both parties acknowledge that TCF personnel providing services to DRSCW are not employees of DRSCW.
8. DRSCW shall indemnify and hold TCF harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorneys fees, and related expenses that arise out of the actions of DRSCW, and DRSCW assumes all the risk in the operation of its business hereunder and shall be solely responsible and answerable for any and all payments, accidents or injuries to persons or property arising out of the performance by DRSCW under this Agreement.

9. TCF shall indemnify and hold DRSCW harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs and attorneys fees, and related expenses that result from the intentional acts or omissions of TCF.
10. This agreement may be terminated in whole or in part, in writing by either party in the event of substantial failure (“termination by default”) by the other party to fulfill its obligations under this Agreement through no fault of the terminating party, provided that no such termination may be effected unless the other party is given (1) not less than twenty-one (21) calendar days written notice (delivered by certified mail, return receipt requested) of intent to terminate and (2) an opportunity for consultation with the terminating party prior to termination. In addition, DRSCW and TCF reserve the right to terminate this agreement if its respective board of directors determines funding is not available to continue this agreement or that the mission of either organization is not furthered by continuing this affiliation.
11. This document shall be a final embodiment of the Agreement by and between DRSCW and TCF. No oral changes, modifications, or additions to this Agreement shall be permitted or allowed. Changes, modifications, or additions to this Agreement shall be made only in writing and contain the necessary and proper signatures of DRSCW and TCF.
12. Any dispute arising under or in connection with the Agreement or related to any matter which is the subject of the Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in DuPage County, State of Illinois.

13. In the event that any provisions of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

14. This agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.

Dated in Naperville, Illinois, this _____ day of _____, 2015.

THE CONSERVATION FOUNDATION

By: _____
President

Attest: _____
Secretary

Dated in Lombard, Illinois, this 24th day of June, 2015.

DUPAGE RIVER SALT CREEK WORKGROUP

By: _____
President

Attest: _____
Secretary