

Des Plaines River Watershed Workgroup

Executive Board

10/20/2016

2:30PM – 3:30PM

Lake County Central Permit Facility

500 W. Winchester Road, Libertyville IL 60048

(2nd Floor SMC Conference Room)

AGENDA

1. Call the meeting to order
2. Agenda Changes/Approval
3. Approve Previous Meeting minutes - Attached
4. Public Comment
5. Financial Summary Report
6. Discussion Item – Monitoring Program Updates
7. Discussion Item – 2016 DRWW Accomplishments Report – November GM Meeting
8. Action Item: Review Panel Selection – Technical Coordinator Contract Discussion and Approval
9. Discussion Item – November Election of DRWW Officers
10. New/Other Business
11. Next Meeting (General Membership Meeting - November 17th at Lake County Public Works Training Facility)
12. Executive Session - None
13. Adjourn



Des Plaines River Watershed Workgroup

Executive Board

9/15/2016

2:30 PM-4:00 PM

Lake County Central Permit Facility, 500 Winchester Road, Libertyville IL 60048

Meeting Minutes

1. Call the meeting to order: Peter Kolb called the meeting to order at 2:30 pm.
2. Approve Agenda: Paul Kendzior made a motion to approve the agenda. Michael Talbett seconded the motion. The motion passed unanimously.
3. Previous Meeting minutes: Brian Dorn made a motion to approve the minutes. Scott Pippen seconded the motion. The motion passed unanimously.
4. Public Comment: None.
5. Financial Summary Report. Mike Warner presented the year-to-date fiscal report. Questions and discussions occurred, and changes in the financial report format were requested. Questions on new member contributions (CBBEL, Lake Forest, Round Lake Beach) or any members that did not renew this year (Cardno, Third Lake, Grayslake). Several members agreed to follow up and make outreach calls for outstanding dues.
6. Action Item: Review Panel Selection – Technical Coordinator. Mike Warner had stated the number of candidate submittals were at 14 the time of meeting. He gave an overview of the reduction to a short list of 5. EB input on those dropped the short list to 4 candidates, short list was unanimously approved. Selection Committee of (Robinson, Adam, Kendzior, Anderson, Warner, Werner) was established. Request was to try and hold all interviews in one block to be efficient with everyone's time. Input on selection criteria and emphasis was given by board.
7. Discussion Item – IEPA WQ Credit Program Coordination. Board comments centered on IEPA water department chief (Sanjay) and proposing future discussions with him and his staff once the Technical Coordinator (TC) gets on board. Should be part of the new TC tasks as well as development of a workplan, a monitoring data – database, and specific nutrient issues direction (CAWS?).
8. Discussion Item – Leadership Transition Timeline. Discussion that both Peter Kolb (President) and Scott Pippen (Impairments Committee Chair) are retiring. Elections are scheduled for the November General Membership meeting (to be held at the new Public Works Training Facility), which both retiring members will likely be at and can pass the torch to new designees for the role.
9. New Business: Peter Kolb asked Mike Warner to include a standing agenda item for (Other) and (Executive Session)
10. Next Executive Board Meeting October 20th – 2:30PM at CPF.
11. Adjourn: Mike Adam made a motion to adjourn. Joe Robinson seconded the motion. The motion to adjourn was approved unanimously.

Executive Board Members Present:

Peter Kolb, Lake County Public Works

Brian Dorn, NSWRD

Michael Talbett, Kildeer

Paul Kendzior, Libertyville

Scott Pippen, Lincolnshire

Joe Robinson, NSWRD

Mike Adam, Lake County Health Department

Other Attendees:

Jim Anderson, Lake County Forest Preserve District

Austin McFarlane

Patty Werner, Lake County SMC

Phil Perna, LCPWD

Mike Warner, Lake County SMC

DRWW

Des Plaines River Watershed Workgroup-Expense-Rev 500 W Winchester Rd
For Period Dec 2015 - Oct 12 2016

Libertyville, Illinois 60048

Phone 847 377 7700

mwarner@lakecountyil.gov

wmorey@lakecountyil.gov

Revenues Received	Current Period	Total To Date	Received Date	
Carryover	\$ 172,523.00	\$ 172,523.00	3/16/2016	
Lake County	\$ 25,000.00	\$ 25,000.00	3/16/2016	
Lake County Public Works	\$ 60,000.00	\$ 60,000.00	3/16/2016	
Village of Deerfield	\$ 231.00	\$ 231.00	3/16/2016	
Village of Round Lake Beach	\$ 512.00	\$ 512.00	3/16/2016	
Village of Buffalo Grove	\$ 3,722.00	\$ 3,722.00	3/16/2016	
NSWRD	\$ 83,126.00	\$ 83,126.00	3/16/2016	
Village of Kildeer	\$ 2,297.00	\$ 2,297.00	4/6/2016	
Sierra Club	\$ 200.00	\$ 200.00	4/6/2016	
City of Lake Forest	\$ 283.00	\$ 283.00	5/4/2016	
Village of Green Oaks	\$ 782.00	\$ 782.00	5/4/2016	
Village of Gurnee	\$ 6,736.00	\$ 6,736.00	6/8/2016	
Village of Lake Zurich	\$ 1,613.00	\$ 1,613.00	6/8/2016	
Village of Libertyville	\$ 14,488.00	\$ 14,488.00	6/8/2016	
Village of Lindenhurst	\$ 7,595.00	\$ 7,595.00	6/8/2016	
Village of Vernon Hills	\$ 4,120.00	\$ 4,120.00	6/6/2016	
LCSMC	\$ 200.00	\$ 200.00	6/13/2016	
Village of Lincolnshire	\$ 1,847.00	\$ 1,847.00	7/13/2016	
Christopher Burke	\$ 200.00	\$ 200.00	7/13/2016	
LCFPD	\$ 12,941.00	\$ 12,941.00	8/17/2016	
Other Contributions Received				
LCFPD	\$ 40,000.00	\$ 40,000.00	9/1/2016	
LCDOT	\$ 7,707.00	\$ 7,707.00	9/1/2016	
Total Received:	\$ 446,123.00	\$ 446,123.00		

Expenditures Paid:	DRWW Ratification		
Geosyntec #18161019	\$ 8,610.00	\$ 8,610.00	2/11/2016
Geosyntec #18161051	\$ 7,312.50	\$ 7,312.50	2/11/2016
Geosyntec #18161111	\$ 11,411.25	\$ 11,411.25	4/21/2016
Geosyntec #18161151	\$ 5,467.50	\$ 5,467.50	4/18/2016
Geosyntec #18161177	\$ 2,872.50	\$ 2,872.50	5/4/2016
Suburban Labs #132946	\$ 6,619.00	\$ 6,619.00	4/26/2016
Suburban Labs #133670	\$ 6,298.00	\$ 6,298.00	4/26/2016
Burns & McDonnell # 89796-1	\$ 7,596.76	\$ 7,596.76	4/4/2016
Burns & McDonnell # 89796-2	\$ 1,027.53	\$ 1,027.53	6/10/2016
Geosyntec #18161225	\$ 6,442.50	\$ 6,442.50	6/15/2016
MBI #1352	\$ 12,314.64	\$ 12,314.64	7/1/2016
Suburban Labs #136152	\$ 9,306.00	\$ 9,306.00	8/2/2016
Suburban Labs #136627	\$ 9,932.00	\$ 9,932.00	8/2/2016
Geosyntec # 18161285	\$ 6,785.26	\$ 6,785.26	8/20/2016
Geosyntec # 18161299	\$ 2,171.25	\$ 2,171.25	10/?/16
MBI #1372	\$ 22,228.76	\$ 22,228.76	?
Geosyntec # 18161262	\$ 6,389.63	\$ 6,389.63	?
Geosyntec # 18161263	\$ 2,282.25	\$ 2,282.25	?
Geosyntec # 18161332	\$ 4,307.25	\$ 4,307.25	
Total Expenditures Paid	\$ 139,374.58	\$ 139,374.58	
ENDING ACCOUNT BALANCE			\$306,748.42

Des Plaines River Watershed Workgroup 2016 (May 1st 2016 - April 30th 2017) BUDGET -PROJECTED REVENUE/COSTS								
			FY2015 Actual	Approved Budget FY2016	FY2016 Actual	Projected FY2017	Projected FY2018	Projected FY2019
REVENUE/Description	Account #							
Dues/Membership dues	775-4220010-46010	\$ 230,986	\$ 225,000	\$ 225,893	\$ 210,000	\$ 210,000	\$ 210,000	\$ 210,000
Expendable Carryover Addition	775-4220010-46010		\$ 172,523	\$ 172,523	\$ 306,749	\$ 234,559	\$ 185,804	
Other State Funds/Illinois EPA 319 Grant	775-4220010-45350	\$ -	\$ 47,500	\$ -				
Other (FPD/LCDDOT)				\$ 47,707				
Total Revenue		\$ 230,986	\$ 445,023	\$ 446,123	\$ 516,749	\$ 444,559	\$ 395,804	
EXPENSES/Description								
Consultants/Technical Coordinator (GeoSyntec thru 4/30/16) PO 154955	775-4220010-71150	\$ 22,058	\$ 48,506	\$ 64,052	\$ 90,000	\$ 90,000	\$ 90,000	
Consultants/Technical Coordinator (Post May 1st, 2016)	775-4220010-71150	\$ -	\$ 55,000	\$ -	\$ -	\$ -	\$ -	\$ -
Consultants/Monitoring Statistics and Prioritization (Future)	775-4220010-71150	\$ -		\$ -				\$ 27,000
Field Reconnaissance (Bland)	775-4220010-71150	\$ 149						
Monitoring Strategy and QAPP Refinement (IEPA Reimbursable)	775-4220010-71170	\$ -	\$ 47,500	\$ 8,624				
WQ-Sediment Analysis - (Suburban Labs - July 2016 - April 2017)	775-4220010-71310	\$ 36,256	\$ 33,252	\$ 32,155				
Laboratory Fees/Water Chemistry Monitoring (July 2016 - March 2017)	775-4220010-71310		\$ 45,000		\$ 75,000	\$ 75,000	\$ 75,000	
Pollutant Load Flow Analysis - (Burns and McDonnell thru 2/1/17)	775-4220010-71310	\$ -	\$ 39,600	\$ -	\$ 13,755	\$ 13,755		
MBI - Bioassessment Monitoring/Sediment Collection (thru 12/31/17)	775-4220010-71310	\$ -	\$ 77,168	\$ 34,543	\$ 103,435	\$ 80,000	\$ 80,000	
Projected Expenses		\$ 58,463	\$ 346,026	\$ 139,374	\$ 282,190	\$ 258,755	\$ 272,000	
Projected Unexpended Carryover		\$ 172,523	\$ 98,997	\$ 306,749	\$ 234,559	\$ 185,804	\$ 123,804	Dues Dependent
		\$ 230,986		\$ 446,123				
		\$ 58,463		\$ 139,374				
		\$ 172,523		\$ 306,749				

	A	B	C	D	E	F	G	H	I
1	ACCOUNT NUMBER	DRWW	Budget	PM	PO			TOTAL PAID 2016	Remaining
2	775-4220010-71150	Geosyntec & Consultants	19,800	MW					19,800
3	775-4220010-71150	Geosyntec	83,706	MW	154955			64,052	19,654
4		Total 71150	103,506					64,052	39,454
5									
6	775-4220010-71170	MBI & Burns and McDonnell-Monitoring Strategy & QAPP Refinement ILEPA Reimbursable(2015 RFP)	38,876	MW				0	38,876
7	775-4220010-71170	Burns & McDonnell	8,624	MW	162821			8,624	0
8	775-4220010-71170	MBI							
9	775-4220010-71170	Geosyntec							
10		Total 71170	47,500					8,624	38,876
11									
12	775-4220010-71310	Suburban Labs-Laboratory Fees /Water Chemistry Monitoring	45,000	MW				0	45,000
13	775-4220010-71310	Suburban Labs-Laboratory Fees /Water Chemistry Monitoring	33,252	MW	162822			32,155	1,097
14									
15	775-4220010-71310	Burns & McDonnell-Pollutant Load Flow Analysis	39,600	MW				0	39,600
16	775-4220010-71310	MBI-Bioassessment/sediment collection	77,168	MW	164167			34,543	42,625
17									
18		Total 71310	195,020					66,698	128,322
19									
20		DRWW EXPENSE-TOTAL DRWW	346,026					139,375	206,651
21									
22	775-4220010-48010		0					-52.80	52.80
23	775-4220010-48011		0					-7.85	7.85
24									
25	775-4220010-46010	DRWW-MEMBERSHIP FEES REVENUE	397,523					446,123	(48,600)
26	775-4220010-45350	DRWW-STATE FUNDS-EPA 319 GRANT REVENUE	47,500						47,500
27		TOTAL REVENUE	445,023					446,123	(1,100)
28									

CONSULTING SERVICES AGREEMENT
between the
DES PLAINES RIVER WATERSHED WORKGROUP
and
[REDACTED]
for
TECHNICAL COORDINATOR SERVICES

This is an agreement (Agreement) by and between the DES PLAINES RIVER WATERSHED WORKGROUP, 500 West Winchester Road, Suite 201, Libertyville, Illinois 60048 (DRWW) and [REDACTED] (Consultant).

PURPOSE

The DRWW is a consortium of publicly owned wastewater treatment works, local governments, citizen advocacy groups, and professional firms focused on improving water quality in the Des Plaines River watershed. The DRWW formed in response to USEPA and IEPA regulatory mandates and has taken a shared services approach to most efficiently and economically achieve the challenges put forth in POTW and MS4 permit requirements. Both IEPA and USEPA have recognized the benefits of a watershed-based approach to addressing water quality issues in the Des Plaines River by allowing DRWW members to collaboratively use shared data to comply with their individual permit conditions.

The DRWW is a data-driven, forward-thinking, organization that analyzes and implements strategies to achieve Clean Water Act (CWA) goals in the Des Plaines River Watershed. This contract is for the DRWW Consultant at a work effort level expectation of approximately 1084 hours during the 13-month contract time period with those hours dedicated to forwarding the mission of the DRWW as generally described in the scope of services.

SCOPE OF SERVICES

The Consultant will work with the DRWW Executive Board, Committees, Members, Administrative Group (SMC) and regulatory agencies. The Consultant will work as part of a team, including an administrative support group, to implement; a comprehensive monitoring program (aquatic life, physical habitat, dissolved oxygen, water column and sediment chemistry and chloride management strategies); watershed planning and assessment activities; nutrient removal planning; nutrient trading programs, and to pursue and manage grant and funding opportunities related to the work of the DRWW. The following tasks are not listed in priority order and it is not envisioned this task list would be completed through this contract period, but represents an ongoing and projected list of tasks the Consultant would provide.

- A. Meeting Attendance: Executive Board, Committees and General Membership meetings
- B. Comprehensive Monitoring Program: Work as part of a team to:
 - 1) QAPP Coordination: Assist SMC administrative support staff and DRWW with the QAPP coordination; including coordination with consultants and SMC on updating QAPPs for the monitoring program, pertaining to additional parameters to sample for lakes, streams, and flow monitoring.
 - 2) Monitoring Work Plan: Coordinate with SMC administrative support staff, DRWW and subconsultants on development of the monitoring data needs, locations, maps and schedule.
 - 3) Subcontractor Management: Develop scopes of work, assist with procurement processes to engage needed support services, coordinate subcontractor work efforts and deliverables, including but not limited to; water chemistry monitoring, fish and macroinvertebrate sampling, database development, flow monitoring, other consulting or subcontractor services that are identified and approved by the Executive Board.
 - 4) Monitoring Data - Database Options: Present monitoring data database and geospatial options to the Executive Board, coordinate decision point on optimal tools for DRWW based on data collected, user-friendliness, financial, and other criteria as defined by the DRWW, and manage the development of a database and subcontracts as necessary. The DRWW work plan would define the goals, timeline, and budget for the monitoring database.
- C. Development and Coordination of DRWW Work Plan: Coordinate with the Executive Board and prepare a work plan, including DRWW action items for 2017 and long term goals and objectives for the next three to five

years. The work plan will be a living document and outline for the DRWW compatible with the watershed plan for the next three to five years.

D. Watershed Assessment Activities

- 1) Technical Review of Watershed Assessment: Based on the watershed assessment data gathered through watershed planning and monitoring efforts, assist SMC administrative support staff with preliminary technical review of assessment data and provide comments for completeness.
 - 2) Review of Watershed Plan Documents: Preliminary review assistance of draft watershed plan documents and provide comments. Provide review assistance of the final draft of the watershed plan prepared by SMC administrative support staff for submittal to the IEPA.
- E. Regulatory and Granting Agency Coordination: Represent the DRWW in coordination with IEPA, USEPA, and other regulatory agencies or granting sources to further the mission and goals of the DRWW, including but not limited to; a nutrient trading program, POTW and MS4 permit conditions and standards, grant opportunities, TMDL issues, and specific water quality parameter concerns.
- F. Meeting Support Services: Coordination with the SMC administrative support staff for meetings with the DRWW, including Executive Board meetings, Monitoring committee meetings, Lakes committee meetings, and quarterly meetings of the General Membership. Prepare meeting agendas, meeting minutes; meeting materials and coordination of or provision of presentations.
- G. Website Coordination: Coordination with SMC administrative support staff of website announcements of meeting content, news or other media information. Print material will be generated by SMC.
- H. Educational Outreach and Membership Development: Coordination with SMC administrative support staff of an educational and stakeholder outreach program. Provide strategic leadership regarding potential future group partnerships and members. Coordination with SMC administrative support staff of public notices, press releases, and email announcements to promote the DRWW goals and objectives.
- I. Freedom of Information Act/Open Meetings Act: Copy all correspondence to SMC, the DRWW designated FOIA officer. To ensure no conflicts with OMA deadlines, a final draft of all meeting materials shall be transmitted to SMC one calendar week ahead of each meeting.
- J. Attendance at Conferences or training sessions: The DRWW may request the Consultant to attend relevant conferences and trainings with respect to the purpose of this Agreement.

The DRWW, with agreement of the Consultant, may develop general consultant assistance tasks that do not fall within the exact description of tasks A. thru J. listed above but will forward the overall mission and goals of the DRWW. This Agreement will then be amended in accordance with the Terms and Conditions, below.

COMPENSATION

1. The Consultant agrees to perform the work outlined in the Scope of Services for a fee (Agreement Amount) not to exceed \$54,200 at a rate of \$50/hour. The Consultant will determine her own work schedule through the contract time period which lasts approximately 13 months.
2. The Consultant shall furnish the DRWW with an itemized invoice at a minimum, on a monthly basis. Invoices shall describe the work completed; show the number hours worked on a per task basis; and DRWW approved reimbursable expenses (e.g.; out of town travel, lodging, meals, specialized software) that have been incurred. Payments by the DRWW shall be made within 45 days of receipt and approval of the Consultant's invoice.
3. DRWW agrees that reasonable pre-Agreement expenses for requested services rendered and costs incurred may be invoiced by the Consultant in the first monthly invoice.

AGREEMENT TIME FRAME


This Agreement will run from the date both parties sign it and continue through November 30th 2017.

TERMS AND CONDITIONS

1. The DRWW may issue written changes in the scope of work, with written agreement of both parties, if such changes are within the general scope of the Agreement. The Consultant will not be compensated for services performed outside of the Scope of Work, without an approved Change Order.
2. The Consultant when prioritizing tasks will take final direction from the DRWW Executive Board, but may use professional judgement and advice from the DRWW President, DRWW Members or SMC administrative support staff.
3. The DRWW or Consultant may at any time terminate this Agreement in whole or in part by a thirty day written, electronic or verbal notice confirmed in writing. Upon termination, for convenience of the DRWW, the DRWW will assume responsibility for services rendered and costs incurred prior to notification. Any and all services, property, publications or materials provided during or resulting from the Consultant shall be the property of the DRWW.
4. This Agreement shall be governed by and construed according to the laws of the State of Illinois.
5. This Agreement supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.
6. This agreement shall not be assigned, altered or modified without the express written consent of both parties except as provided in paragraph one above. The Consultant shall not reject any reasonable change that is proposed solely in the best interest of the DRWW.

NOTICES AND COMMUNICATION

All notices and communications given to either party by the other relative to this agreement shall be addressed to the respective parties as follows:

<p>To the DRWW: Des Plaines River Watershed Workgroup 500 West Winchester Road, Suite 201 Libertyville, Illinois 60048 ATTENTION: Mike Warner mwarner@lakecountyil.gov</p>	<p>To the Consultant: </p>
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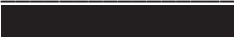
For the DRWW:

 Peter Kolb, President
 Des Plaines River Watershed Workgroup

Date: _____

Attest:

For the Consultant:

 Proprietor

Date: _____

Attest:
