



To: The Village President and Board of Trustees

From: Chris Dopkins, P.E., Village Engineer

Re: Source Water Protection Plan

Date: May 9, 2024

In 2019, regulations were made effective that require any water system that draws its potable water from wells or surface water sources to complete a Source Water Protection Plan (SWPP). The SWPP reporting deadlines were determined by the number of users on a system. Poplar Grove has three (3) water systems that draw water from wells (five wells in total), and each system services less than 2,999 persons and therefore Poplar Grove's SWPP report is due to IEPA by July 29, 2023. The requirements of the SWPP are defined under 35 Ill. Admin. Code 604.300.

The SWPP is essentially a document that describes how the Public Water Supply (PWS) will safeguard its drinking water sources. The SWPP evaluates practices that will protect the PWS's drinking water sources and uses items such regulation of land use through zoning, public education, conservation practices, best management practices, etc. to minimize the potential for source water contamination. There are four (4) requirements of the plan, which are:

- Vision Statement, which must include the community water supply's policy and commitment to protecting source water; an explanation of the community water supply's resources to protect source water; an explanation of the barriers to protecting source water; and the names of the individuals who developed the vision statement. The Village will need to identify its key stakeholders to develop the vision statement.
- Source Water Assessment which must contain a statement of the importance of the source water; a list of water supplies that obtain water from this community water supply; delineation of all sources of water used by the community water supply, including the well identification number, well description, well status and well depth; a description of setback zones, and a description of the aquifer for each well; identification of potential sources of contamination to the source water; analysis of the source water's susceptibility to contamination; and explanation of the community water supply's efforts to protect its source water. The Village will need to provide raw and finished water quality data for all sources of water.
- Objectives, which is listing of the PWS's objectives for protecting source water and should also address current and future specific issue/concerns.
- Action Plan, which is a list of the actions needed to achieve the PWS's objectives.

The plan is a fairly comprehensive document that will take approximately 100 labor hours on our part to develop. Participation by Village Staff and key stakeholders is also needed. Attached is a resolution and proposal for competing the SWPP for your consideration. Once the plan is developed, it needs to be updated and the update submitted to IEPA once every five years. Future updates should be minimal, the major effort is spent developing the plan.

Please feel free to contact me at 815-636-9590 with any questions or concerns.

RESOLUTION 2024-12

A RESOLUTION OF THE VILLAGE OF POPLAR GROVE RESOLVING TO ENTER INTO A PROFESSIONAL SERVICE AGREEMENT FOR THE DEVELOPMENT OF POPLAR GROVE'S SOURCE WATER PROTECTION PLAN

WHEREAS, the Village of Poplar Grove is required to develop and submit a Source Water Protection Plan (SWPP) to the Illinois Environmental Protection Agency (IEPA) no later than July 29, 2024; and

WHEREAS, the SWPP will outline how the Village of Poplar Grove will protect its drinking water through items such as zoning, best management/ conservation practices, public education, etc. to minimize potential future contamination of the Village's source water; and

WHEREAS, the Village of Poplar Grove places desires to protect its source water supply; and

WHEREAS, the Village Engineer has provided a proposal to develop the SWPP; and

WHEREAS, the Village has determined that it is in the best interest of its citizens to complete the SWPP as herein described above.

NOW THEREFORE BE IT RESOLVED, by the President and Board of Trustees of the Village of Poplar Grove, Boone County, Illinois that by the adoption of this Resolution:

1. The above recitals are incorporated herein and made part hereof.
2. The Village hereby approves the professional service agreement which is attached hereto and made part of this resolution.
3. The Village President is hereby authorized to sign the professional service agreement for the Village of Poplar Grove's Source Water Protection Plan.
4. The Village Clerk of Poplar Grove shall attest the same after the signature of the Village President.

Adopted this 14th day of May, 2024.

PASSED UPON MOTION BY _____

SECONDED BY _____

BY ROLL CALL VOTE THIS 14th DAY OF MAY, 2024

AS FOLLOWS:

VOTING "AYE": _____

VOTING "NAY": _____

ABSENT, ABSTAIN, OTHER _____

APPROVED _____, 2024

VILLAGE PRESIDENT

ATTEST:

VILLAGE CLERK

Village of Poplar Grove
Attn: Mr. David Howe, Director of Public Works
200 North Hill Street
Poplar Grove, IL 61065

May 6, 2024
M0032-07-24-000001
Source Water Protection Plan

PROJECT DESCRIPTION

The Village of Poplar Grove is required to develop and submit a Source Water Protection Plan (SWPP) to the Illinois Environmental Protection Agency (IEPA) by July 26, 2024. The plan will identify, prioritize, implement, and evaluate specific activities and management practices that will contribute toward achieving the goal of protecting source water quality and quantity. The requirements of the SWPP are defined under 35 Ill. Admin. Code 604.300.

SCOPE OF SERVICES

McMahon Associates, Inc. (McMahon) agrees to provide the following Scope of Services for this project:

- a) **Vision Statement** as set forth in Section 604.310. The vision statement must include the community water supply's policy and commitment to protecting source water; an explanation of the community water supply's resources to protect source water; an explanation of the barriers to protecting source water; and the names of the individuals who developed the vision statement.

The vision statement must be either developed or co-signed by key stakeholders of the water supply system. Examples of appropriate stakeholders would be operators, superintendents, and managers. The Village can form a committee including stakeholders to develop a vision statement or McMAHON can draft a vision statement for said committee to approve. The Village will need to provide McMAHON direction on vision statement development.

- b) **Source Water Assessment** as set forth in Section 604.315. The source water assessment must contain a statement of the importance of the source water; a list of water supplies that obtain water from this community water supply; delineation of all sources of water used by the community water supply, including the well identification number, well description, well status and well depth; a description of setback zones, and a description of the aquifer for each well; identification of potential sources of contamination to the source water; analysis of the source water's susceptibility to contamination; and explanation of the community water supply's efforts to protect its source water.

The Village will need to provide McMAHON reports on the raw and finished quality of the source water for all sources of water delineated.

- c) **Objectives** set forth in Section 604.320. The SWPP must contain a list of the community water supply's objectives for protecting source water. Objectives may also address the specific problems or issues identified in the source water assessment and should consider current and potential future issues.

- d) **Action Plan** as set forth in Section 604.325. In the action plan, the community water supply must identify the actions needed to achieve the community water supply's objectives determined under Section 604.320. The action plan must include the descriptions of all projects, programs, and activities developed by the community water supply to meet the objectives listed in Section 604.320; the community water supply's schedule for implementing projects, programs and activities; an identification of the necessary resources to implement the plan; and an identification of the potential problems with and obstacles to implementing the plan.

ITEMS NOT INCLUDED IN THE SCOPE OF SERVICES

The following is not intended to be a comprehensive list. It is intended to highlight general areas not included in the Scope of Services.

- 1) Laboratory sampling.
- 2) Permit fees.

CLIENT RESPONSIBILITIES

The Scope of Services and fee is based upon the understanding that City will provide the following:

- 1) Direction on vision statement development and approval.
- 2) Reports on the raw and finished quality of the source water for all sources of water delineated.

SPECIAL TERMS (Refer also to General Terms & Conditions, attached)

The Client agrees that the Project Description, Scope of Services, and Compensation sections contained in this Agreement, pertaining to this project or any addendum thereto, are considered confidential and proprietary, and shall not be released or otherwise made available to any third party, prior to the execution of this Agreement, without the expressed written consent of McMahon.

COMPENSATION

McMahon agrees to provide the Scope of Services described above for the following Lump Sum compensation.

\$14,000.00 LS

COMPLETION SCHEDULE

McMahon agrees to complete this project as follows: complete and submit the SWPP to IEPA by July 26, 2024.

ACCEPTANCE

The General Terms & Conditions and the Scope of Services (defined in the above Agreement) are accepted, and McMahon is hereby authorized to proceed with the services. The Agreement fee is firm for acceptance within sixty (60) days from the date of this Agreement.

Village of Poplar Grove

200 North Hill Street
Poplar Grove, IL 61065

McMAHON ASSOCIATES, INC.

1700 Hutchins Road
Machesney Park, IL 61115
815.636.9590 | MGMGRP.COM

Don Sattler, Village President

Date



Chelsea E. Bullen, PE
Municipal Water & Wastewater Engineer

May 6, 2024
Date

Christopher D. Dopkins, P.E.
Associate/Regional Manager

Attachments: General Terms and Conditions

1. STANDARD OF CARE

- 1.1 **Services:** McMahon Associates, Inc. (McMahon) shall perform services consistent with the professional skill and care ordinarily provided by engineers/architects practicing in the same or similar locality under the same or similar circumstances. McMahon shall provide its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- 1.2 **Client's Representative:** McMahon intends to serve as the Client's professional representative for those services, as defined in this Agreement, and to provide advice and consultation to the Client as a professional. Any opinions of probable project costs, approvals and other decisions made by McMahon for the Client are rendered based on experience and qualifications and represent our professional judgment. This Agreement does not create, nor does it intend to create a fiduciary relationship between the parties.
- 1.3 **Warranty, Guarantees, Terms and Conditions:** McMahon does not provide a warranty or guarantee, expressed or implied, for professional services. This Agreement or contract for services is not subject to the provisions of uniform commercial codes. Similarly, McMahon will not accept those terms and conditions offered by the Client in its purchase order, requisition or notice of authorization to proceed, except as set forth herein or expressly accepted in writing. Written acknowledgment of receipt, or the actual performance of services subsequent to receipt, of any such purchase order, requisition or notice of authorization to proceed is specifically deemed not to constitute acceptance of any terms or conditions contrary to those set forth herein.

2. PAYMENT AND COMPENSATION

- 2.1 **Invoices:** McMahon will bill the Client monthly with net payment due in 30-days. Past due balances shall be subject to an interest charge of 1.0% per month. Client is responsible for interest charges on past due invoices, collection agency fees and attorney fees incurred by McMahon to collect all monies due McMahon. Client is responsible for all taxes levied on professional services and on reimbursable expenses. McMahon and Client hereby acknowledge that McMahon has and may exercise lien rights on subject property.
- 2.2 **Reimbursables:** Expenses incurred by McMahon for the project including, but not limited to, equipment rental will be billed to the Client at cost plus 10% and sub-consultants at cost plus 12%. When McMahon, after execution of an Agreement, finds that specialized equipment must be purchased to provide special services, the cost of such equipment will be added to the agreed fee for professional services only after the Client has been notified and agrees to these costs.
- 2.3 **Changes:** The stated fees and Scope of Services constitute McMahon's professional opinion of probable cost of the fees and tasks required to perform the services as defined. For those projects involving conceptual or process development services, activities often cannot be fully defined during initial planning. As the project progresses, facts uncovered may reveal a change in direction, which may alter the Scope. Changes by the Client during design may necessitate re-design efforts. McMahon will promptly inform the Client in writing of such situations so changes in this Agreement can be negotiated, as required.
- 2.4 **Delays and Uncontrollable Forces:** Costs and schedule commitments shall be subject to re-negotiation for delays caused by the Client's failure to provide specified facilities or information, or for force majeure delays caused by unpredictable occurrences, including without limitation, fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdowns, infectious diseases or pandemics, acts of God or the public enemy, or acts or regulations of any governmental agency. Temporary delay of services caused by any of the above, which results in additional costs beyond those outlined, may require re-negotiation of this Agreement.

3. INSURANCE

- 3.1 **Limits:** McMahon will maintain insurance coverage in the following amounts:

Worker's Compensation	Statutory
General Liability	
Bodily Injury - Per Incident/Annual Aggregate	\$1,000,000 / \$2,000,000
Automobile Liability	
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
Professional Liability Coverage	\$2,000,000

If the Client requires coverage or limits in addition to the above stated amounts, premiums for additional insurance shall be paid by the Client.

McMahon's liability to Client for any indemnity commitments, reimbursement of legal fees, or for any damages arising in any way out of performance of our contract or based on tort, breach of contract, or any other theory, is limited to ten (10) times McMahon's fee not to exceed to \$250,000.

- 3.2 **Additional Insureds:** To the extent permitted by law, McMahon shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Client as an additional insured for claims caused in whole or in part by McMahon's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Client's insurance policies and shall apply to both ongoing and completed operations.

To the extent permitted by law, Client shall cause the contractor, if any, to include McMahon as an additional insured on contractor's Commercial General Liability, Automobile Liability and Excess or Umbrella policies to include McMahon as an additional insured for claims caused in whole or in part by contractor's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of McMahon's insurance policies and shall apply to both ongoing and completed operations.

4. CLAIMS AND DISPUTES

- 4.1 **General:** In the event of a dispute between the Client and McMahon arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. The Client and McMahon agree to first attempt to resolve the dispute by direct negotiation.

- 4.2 Mediation: If an agreement cannot be reached by the Client and McMahon unresolved disputes shall be submitted to mediation per the rules of the American Arbitration Association. The Client and McMahon shall share the mediator's fee and any filing fees equally.
- 4.3 Binding Dispute Resolution: If the parties do not resolve a dispute through mediation the method of binding dispute resolution shall be litigation in a court of competent jurisdiction.

5. TERMINATION OR SUSPENSION

- 5.1 Client: Termination of this Agreement by the Client shall be effective upon seven (7) day written notice to McMahon. The written notice shall include the reasons and details for termination; payment is due as stated in above Section 2.
- 5.2 McMahon: If the Client defaults in any of the Agreements entered into between McMahon and the Client, or if the Client fails to carry out any of the duties contained in these Terms & Conditions, McMahon may, upon seven (7) days written notice, suspend its services without further obligation or liability to the Client unless, within such seven (7) day period, the Client remedies such violation to the reasonable satisfaction of McMahon.
- 5.3 Suspension for Non-Payment: McMahon may, after giving 48-hours' notice, suspend service under any Agreement until the Client has paid in full all amounts due for services rendered and expenses incurred.

6. COPYRIGHTS AND LICENSES

- 6.1 Instruments of Service: McMahon and its subconsultants shall be deemed the author and owner of their respective Instruments of Service (IOS), including the Drawings, Specifications, reports, and any computer modeling (BIM, etc.), and shall retain all common law, statutory and other reserved rights, including copyrights.
- 6.2 Licenses: McMahon grants to the Client a nonexclusive license to use McMahons' IOS solely and exclusively for the purposes of constructing, using, and maintaining the project, provided that the Client substantially performs its obligations under this Agreement, including prompt payment of all sums due.
- 6.3 Re-use: Use of IOS pertaining to this project by the Client for extensions of this project or on any other project shall be at the Client's sole risk and the Client agrees to defend, indemnify, and hold harmless McMahon from all claims, damages and expenses, including attorneys' fees arising out of such re-use of the IOS by the Client or by others acting through the Client.

7. AGREEMENT CONDITIONS

- 7.1 The stipulated fee is firm for acceptance by the Client within 60-days from date of Agreement publication.
- 7.2 Modifications: This Agreement, upon execution by both parties hereto, can be amended only by written instrument signed by both parties.
- 7.3 Governing Law: This Agreement shall be governed by the law of the place where the project is located, excluding that jurisdiction's choice of law rules.
- 7.4 Mutual Non-Assignment: The Client and McMahon, respectively bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Client nor McMahon shall assign this Agreement without the written consent of the other.
- 7.5 Severability: The invalidity of any provision of this Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.
- 7.6 Third Party: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action, in favor of a third party against McMahon.

8. MISCELLANEOUS PROVISIONS

- 8.1 Additional Client Services: The Client agrees to provide such legal, accounting and insurance counseling services as may be required for the project for the Client's purpose.
- 8.2 Means and Methods: McMahon is not responsible for direction or supervision of construction means, methods, techniques, sequence, or procedures of construction selected by Contractors or Subcontractors, or the safety precautions and programs incident to the work of the Contractors or Subcontractors.
- 8.3 Purchase Orders: In the event the Client issues a purchase order or other instrument related to McMahon's services, it is understood and agreed that such document is for Client's internal accounting purposes only and shall in no way modify, add to, or delete any of the terms and conditions of this Agreement. If the Client does issue a purchase order, or other similar instrument, it is understood and agreed that McMahon shall indicate the purchase order number on the invoice(s) sent to the Client.
- 8.4 Project Maintenance: The Client (or Owner if applicable) shall be responsible for maintenance of the structure, or portions of the structure, which have been completed and have been accepted for its intended use. All structures are subject to wear and tear, and environmental and man-made exposures. As a result, all structures require regular and frequent monitoring and maintenance to prevent damage and deterioration. Such monitoring and maintenance is the sole responsibility of the Client or Owner. McMahon shall have no responsibility for such issues or resulting damages.
- 8.5 Consequential Damages: Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of this fault or whether it was committed by the Client or the Design Professional, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.
- 8.6 Corporate Protection: It is intended by the parties to this Agreement that McMahon's services in connection with the project shall not subject McMahon's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against McMahon, a Wisconsin corporation, and not against any of McMahon's employees, officers, or directors.