



**AGENDA ITEM # 8H**

**AGENDA ITEM EXECUTIVE SUMMARY**

**Village Board Meeting**

**June 13, 2022**

**Item Title: Yard Flooding Assistance Program Modifications**

**Staff Contact: Kristin Mehl, Assistant Director of Public Works/Village Engineer**

**VILLAGE BOARD ACTION**

**Adopt a resolution modifying the Village’s Yard Flooding Assistance Program.**

**Executive Summary:**

At the May 23, 2022 Village Board meeting, the Village Board recommended the approval of modifications to the Yard Flooding Assistance Program and directed staff to present the modifications for approval at the June 13, 2022 Village Board Meeting.

The modified program maintains the 50% reimbursement for eligible projects but has an increased maximum reimbursement amount of \$5,000 as opposed to the previous maximum of \$3,000.

The FY 2022 budget for the program is \$10,000 based on low participation in previous years. However, due to the significant number of eligible projects identified this year for the program, staff will make a recommendation to increase the funding for the program to \$30,000 as it was in previous years with the mid-year budget amendments in July.

**Implications:**

**Is this item budgeted?** The FY 2022 budget includes \$10,000 for the program. Any increase above that amount would come from reserves in the General Capital Fund.

**Any other implications to be considered?** No

**Attachments:**

Resolution  
Program Materials

**RESOLUTION NO. 2022-**

**A RESOLUTION MODIFYING THE YARD FLOODING ASSISTANCE PROGRAM IN  
THE VILLAGE OF ROSELLE**

WHEREAS, the corporate authorities of the Village of Roselle recognize that standing surface water in residential areas caused by precipitation events can sometimes negatively impact residents reasonable use of their property and the public safety ; and

WHEREAS, the issues associated with providing some remediation for these standing water events is complex and potentially expensive; and

WHEREAS, it is the goal of the Village to offer limited assistance to qualified residents based on available funding, while establishing policy guidelines for Village staff to evaluate resident applications for assistance.

WHEREAS, based on escalating project costs, the Village Board has determined it is necessary to increase the funding level per project to a maximum of \$5,000.

NOW, THEREFORE, be it resolved by the Mayor and Board of Trustees that the Yard Flooding Assistance Program is hereby modified as set forth in the program materials attached hereto and incorporated as fully set forth as Exhibit A. Staff shall administer the program in strict conformance with the program materials.

ADOPTED this 13<sup>th</sup> day of June, 2022

AYES:

NAYS:

ABSTAIN:

ABSENT:

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David Pileski, Mayor

ATTEST:

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Patricia Burns, Village Clerk



# YARD FLOODING ASSISTANCE PROGRAM

Approved June 13, 2022

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### PROGRAM INTRODUCTION

The Village of Roselle developed this cost share program to assist property owners that have experienced yard flooding problems.

Positive yard drainage involves properly sloped grades to convey stormwater runoff to lower ground or to a yard storm sewer system. Some of our subdivisions were developed with storm sewers in yards within drainage easements, others were not and relied on properly pitched slopes.

Over the years, ground settling, filling, landscaping, fences and sheds may have adversely impacted the ability for water to properly drain in these areas. In addition, yard areas that once were able to absorb the water, may not continue to do so due to increases in impervious areas and the resultant runoff from private property improvements such as building additions, patios, pool decks, sidewalks and accessory buildings.

Participation in this program is based on a first come first serve basis and is subject to available funding.

## **PROGRAM DESCRIPTION**

### Eligible Projects

The following criteria shall be met for projects to be eligible for participation in this Yard Flooding Assistance Program:

- The project shall benefit at least two single family residential and single family attached residential homes, located within the corporate limits of the Village of Roselle; and
- The project shall address standing water issues with a documented duration of 72 hours or more; and

### Eligible Subsidy

The Village may cost share up to 50% of eligible improvements but no more than a maximum reimbursement (per project) amount of \$5,000. The percentage of cost sharing shall be determined by the number of proposed projects, the number of properties that will benefit from a proposed project, the factors set forth in the “Eligible Improvements” section of this memo, and available funding. The program is discretionary and the Village will have no duty or obligation to provide reimbursements until it has executed a reimbursement agreement with the Owner(s).

### Eligible Improvements

#### **Option 1: Re-grading yard(s) to reestablish proper pitch.**

The preferred improvement is one that minimizes future maintenance requirements. Re-grading the yard(s) by utilizing a combination of filling low areas with soil or removing high points along the drainage profile where appropriate requires less future maintenance than other improvements such as the installation of storm sewers.

#### **Option 2: Private gravity storm sewer installation.**

In cases where re-grading is not a practical alternative, installation of a storm sewer (drain) to drain a low area may be the appropriate option. This option also requires that a receiving storm sewer be available in the vicinity of the problem area. This might be an existing yard storm sewer system in close proximity to the problem area or a storm sewer system in the street in front of the subject property that can be accessed by extending a storm sewer/drain to the front along a side property line. A gravity system is one that maintains a positive pitch and drains via gravity to the receiving storm sewer system without the aid of a sump pump.

#### **Option 3: Pumped storm sewer installation.**

In cases where the receiving storm sewer is too shallow to receive gravity flow, a pumped system utilizing a sump pump may be an appropriate option. This option involves providing an electrical feed to serve the pump.

#### **Option 4: Installation of a rain garden.**

A rain garden is a specially planted depressional area that allows stormwater runoff to be absorbed by the soils by amending the soil to be more permeable and to utilize planting materials (typically native plants) that have the ability to absorb moisture through their roots and return the moisture to the atmosphere through the plants natural transpiration process. The effectiveness of rain gardens is highly dependent upon proper design and typically takes several seasons for plant materials to mature to an effective moisture transpiration system.

## Eligible Costs

### **Eligible costs are as follows:**

- Cost of digging, hauling and disposal of excavated materials to remove high points in the yard that interferes with proper drainage.
- Cost for the purchase and spreading of fill material to fill low points in the yard that hold water.
- Costs for the purchase and installation of gravity storm sewers and yard drainage inlets.
- Cost to install a sump pit and pump (including electrical work) to collect and pump storm water that collects in low areas that cannot be re-graded or served by a gravity sewer.
- Costs to purchase and install discharge piping from sump pump.
- Costs to install a rain garden including excavation, soil amendment and plant materials.
- Cost of topsoil and grass seeding to restore disturbed grass/lawns.
- Project professional design and oversight costs.
- Applicable permit fees.

### **Non-Eligible Costs include the following:**

- Costs to remove manmade objects that interfere with proper drainage such as fences, sheds, landscape walls, etc.
- Use of materials not meeting the requirements of Village Codes.
- Planting or replacement of new landscaping (bushes, trees, sod, fences, walls, etc.).
- New electrical panels and/or upgrading the house electrical supply. The cost to run electric to a yard sump pump is eligible as stated under eligible costs, provided there is existing capacity in the electrical service/panel to accommodate the pump.
- Legal and title expenses that may be required by a project.

## General Requirements

1. All work performed under this program shall meet all applicable requirements of the Building Codes of the Village of Roselle including, but not limited to, the Illinois Plumbing Code, National Electric Code and the International Building Code.
2. Any/all pumps associated with Option 3 shall be connected to a dedicated electrical circuit.
3. All work shall performed by licensed and bonded contractors.
4. Reimbursement through this Program is limited to one time per address.
5. All work and reimbursement shall be approved in conformance with the Village's written Program Application/Participation Agreement.

## Homeowner(s) to Design, Install, Own and Maintain System – No Warranty or Guarantee

The Village's agreement to cost share as set forth in this policy is not and shall not constitute a warranty, promise or guarantee by the Village that the drainage systems described herein will fully or partially mitigate the problem. It is merely a policy by which the Village may cost share in the worthy improvements in the hopes that those improvements may provide overland drainage relief to eligible homeowners. Each eligible homeowner, in conjunction with any advisor the homeowner trusts, must reach an independent judgment as whether or not to install overland drainage improvements and not rely on the Village's cost sharing agreement as a basis for concluding that the chosen system will be effective.

**Village of Roselle**  
**Yard Flooding Assistance Program**  
**Instructions on How to Apply**

1. Contact the Public Works Department at 630-671-2360 to schedule a preliminary inspection to ensure the property is eligible. Village Staff will consult with the property owner(s) to identify the history of flooding/drainage problems and evaluate options for mitigating the potential for flooding.
2. After being deemed eligible, solicit proposal(s) from contractor(s). Request that the selected contractor prepare detailed drawings of proposed improvements and provide a written proposal that provides a detailed description of the scope of work. Also, complete the following forms: a) General Information Form and b) Participation Agreement

Submit drawings, proposals and required forms to the Public Works Department at:  
474 Congress Circle North  
Roselle, Illinois 60172

3. Drawings will be reviewed by the Village and will either be approved as noted or returned for revisions. When drawings receive approval, apply for applicable sewer installation, grading and electrical permits with the Village of Roselle Community Development Department.
4. Contractors will need to contact the Community Development Department to schedule normal inspections during the course of work and at completion for a final inspection.
5. After the work has been inspected and approved, the homeowner will need to pay the full amount to the contractor(s) and then submit the following to the Public Works Department for reimbursement:
  - a. Completed "Request for Reimbursement Form"
  - b. Copy of a paid & itemized invoice from the contractors that performed the work.
  - c. Copy of the cancelled check (both sides), and/or credit card receipt, that the homeowner paid all contractor(s).
6. Homeowner will receive the Village's reimbursement check approximately three weeks after all of the required paperwork is submitted, and approved, by the Public Works Department.
7. **NO WARRANTY OR GUARANTEE:** The Village's agreement to cost share as set forth in this policy is not and shall not constitute a warranty, promise or guarantee by the Village that the system designed by the homeowner or the homeowner's design professional will completely solve the backyard flooding issue. The village will strive to provide sound drainage advice during the process but ultimately the homeowner(s) and their contractors are responsible for the proper performance of the chosen system. It is merely an agreement by the Village to share the cost of installing the chosen system in the hopes that the system will provide the desired relief to the backyard flooding issue. Each eligible homeowner, in conjunction with any advisor the homeowner trusts, must reach an independent judgment as whether or not to install the chosen system and not rely on the Village's cost sharing agreement as a basis for concluding that the chosen system will be effective.



**Village of Roselle  
Yard Flooding Assistance Program  
General Information Form**

Applicant Name: \_\_\_\_\_  
(Name of property owner who will act as lead contact on the project)

Address: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

E-mail Address: \_\_\_\_\_

1<sup>st</sup> Co-Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

2<sup>nd</sup> Co-Applicant Name: \_\_\_\_\_  
(If more than 2 co-applicants, submit information on a second sheet)

Address: \_\_\_\_\_

Phone: (Home) \_\_\_\_\_ (Cell) \_\_\_\_\_

How long does water stand in the backyards? \_\_\_\_\_ Hours  
(Submit documentation evidencing water stands at least 72 hours such as time/date stamped digital photos)

How many property owners will benefit from the improvement? \_\_\_\_\_  
All property owners must be included as applicant and co-applicants above.

Application Materials Required: Each of the following documents must be attached to this application in order for the application to proceed and for a permit to be issued:

1. Copy of detailed proposal and drawings from contractor performing the work.
2. Copy of the fully executed Participation Agreement.
3. Completed permit application form (with all applicable fees paid).

**Property Owner Certification**

I, \_\_\_\_\_ am the homeowner of the subject property and I certify that all of the information contained on this General Information Form is true and accurate. Providing inaccurate information may result in a property being deemed ineligible for participation in this Program and subjects the owner to repayment of any subsidies received.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





Village of Roselle
Yard Flooding Assistance Program
Request for Reimbursement Form

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (home) \_\_\_\_\_ (work) \_\_\_\_\_

Type of Improvement (circle one):

- 1. Re-grading 2. Gravity Storm Sewer 3. Pumped Storm Sewer 4. Rain Garden

Date work was completed: \_\_\_\_\_

Permit number issued: \_\_\_\_\_

Contractor who performed work: \_\_\_\_\_

Total cost of eligible expenses: \$\_\_\_\_\_ Total reimbursement requested: \$\_\_\_\_\_

Property Owner Certification

I, \_\_\_\_\_ am the homeowner of the subject property and I certify that all of the information contained on this Request for Reimbursement Form is true and accurate. Providing inaccurate information may result in a property being deemed ineligible for participation in this Program and subjects the owner to repayment of any subsidies received.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Contractor Certification

I, \_\_\_\_\_ of \_\_\_\_\_ certify that all work completed under this program has been performed in accordance with the Yard Flooding Assistance Program and all applicable Village Codes.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Village Certification

As an authorized agent of the Village of Roselle who administers the Yard Flooding Assistance Program, I certify that I have reviewed all the necessary paperwork associated with above mentioned application and permit and found them in compliance with the provisions of the Yard Flooding Assistance Program. Therefore, I recommend the reimbursement amount be paid.

Signature \_\_\_\_\_

Date \_\_\_\_\_

**YARD FLOODING ASSISTANCE PROGRAM APPLICATION AND PARTICIPATION AGREEMENT**

**THIS APPLICATION AND AGREEMENT** made on this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, between the **VILLAGE OF ROSELLE**, DuPage and Cook Counties, Illinois, 31 S. Prospect Street, Roselle, Illinois (hereinafter referred to as "Village") and:

Applicant Name: \_\_\_\_\_  
(Name of property owner who will act as lead contact on the project)

Address: \_\_\_\_\_

1st Co-Applicant Name: \_\_\_\_\_

Address: \_\_\_\_\_

2nd Co-Applicant Name: \_\_\_\_\_

(If more than 2 co-applicants, submit information on a second sheet)

Address: \_\_\_\_\_

in Roselle, Illinois (hereinafter referred to collectively as "Property Owner").

**WITNESSETH:**

**WHEREAS**, Property Owner is the owner of property located at the address indicated above and such building has been the subject of occasional overland flooding in the past; and

**WHEREAS**, the Village has adopted a program to provide overland flooding assistance in the Village and such program provides for discretionary reimbursement to Property Owner for certain basic costs to improve overland drainage, a copy of which program is available at the Village (hereinafter referred to as the "Program"); and

**WHEREAS**, the Property Owner desires to participate in such Program and the Village and the Property Owner desire, if approved for reimbursement by the Village, to enter into this Agreement governing the installation of overland drainage improvements and the Village's reimbursement of certain expenses relating thereto in accordance with the Program.

**NOW, THEREFORE**, in consideration of the above and the terms and conditions set forth below and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

**Section 1:** The preamble paragraphs set forth above are hereby expressly made a part of and operative provisions of this Agreement as fully as if set forth at length in this Section 1.

**Section 2: Definitions.** The following terms shall have the following meaning when used in this Agreement unless the context clearly indicates a contrary meaning.

"Contractor" shall mean a contractor who has obtained the necessary licenses and permits from the Village to do work under the Program.

"Program" is the program for installation of improvements to improve yard drainage within the Village as established by the administrative program adopted by the Village.

"Proposal" shall mean a detailed bid for equipment, material and labor. Quantities shall be itemized.

"Permit" is the Village permit which Property Owner must obtain before any improvements can be installed by a Contractor.

**Section 3: Village Approval.** Prior to the installation of any improvements for which Property Owner expects reimbursement hereunder, the specific plans, including the Proposal, shall be submitted to the Village for approval. No work shall be commenced until such Village approval is obtained. If any such work is commenced after initial inspection, without issuance of all applicable permits, Property Owner shall not be entitled to reimbursement unless the Village Engineer determines that all permits are issued, that the work conforms to the Program's requirements, including the terms of this Agreement, and appropriate final inspections completed and approved.

**Section 4: Installation.** Property Owner agrees to install the approved improvements in accordance with the Program. Installation shall be performed according to the approved permit. The time may be extended upon written request by Property Owner and written permission by the Village if the work is delayed because of weather, unavailability of a Contractor or other factor beyond Property Owner's control where Property Owner has exercised reasonable diligence to timely complete the installation of the facilities.

**Section 5: Contract for Work.** The contract for installation shall be signed based on the Proposal attached hereto and hereby made a part hereof. The contract for the installation shall be a contract between the Contractor and the Property Owner. The Village shall not be a party to such contract.

**Section 6: Permit Required.** The installation of the drainage improvements and electric facilities where applicable will require a permit issued by the Village.

**Section 7: Inspections.** The Village shall be notified so that it can inspect the drainage and electric work as required in the Program Procedures. The proposed area for the Work shall in all circumstances be inspected by the Village prior to the commencement of the Work. If the area is not inspected prior to the commencement of the work reimbursement shall be denied.

**Section 8: Reimbursement Items.** The Village will reimburse the items approved by the Village Engineer for project as listed in the reimbursement guidelines included in the summary for the Program. In no event shall the amount of reimbursement exceed the Program's designated reimbursement amounts.

**Section 9: Payment of Reimbursement.** Reimbursement for approved eligible items at approved amounts will be made when all work is completed, inspected and approved by the Village. To receive reimbursement, Property Owner shall follow all requirements of the Program, this Participation Agreement and upon submission of a claim on the Request for Reimbursement Form.

**Section 10: Property Owner's Responsibility.** Once the improvements are completed the following items will be the responsibility of the Property Owner:

- (a) Restoration or replacement of shrubbery.
- (b) Correction of subsidence in the excavated area. Settling of excavated soils is common. The Property Owner will be responsible for any future filling and reseeded.
- (c) Future maintenance of inlet structures, sewers, pumps, rain garden plantings, associated electrical equipment and all other related equipment and improvements shall be the responsibility of the property owner.

**Section 11: Liability.** The Village shall have no liability for any design, lack of intended function, system or design failure, negligent plan review, defective work or other damage, injury or loss on account of any act or omission occurring as a direct or indirect result of the Program. All statutory and common law privileges remain fully reserved by the Village and nothing in this Agreement shall in any manner be interpreted to waive, release, compromise or in any manner qualify those privileges and immunities. Property Owner hereby agrees to indemnify and hold Village harmless against any and all claims and further covenants not to sue the Village for any and all claims by the Property owner or any third person related to the Program.

**Section 12: Disclaimer.** The Program is designed to improve overland drainage. However, there is always some risk of drainage problems as a result of unexpected sewer collapse, obstruction, power failure, extreme environmental conditions or other unforeseen factors. The Village is not a guarantor of and provides no warranties for the Program.

In addition, reliable continuous functioning of Property Owner's sump pump is necessary for the pumped storm sewer option to function properly. The Property Owner shall check the operation of the pump regularly. The Property Owner has the responsibility for all testing, inspections and any corrective work that may become necessary.

**Section 13: Notices.** Unless otherwise notified in writing, all notices, requests and demands shall be in writing and shall be personally delivered to or mailed by United States Certified mail, postage prepaid and return receipt requested, as follows:

For the Village:            Director of Public Works  
   Village of Roselle  
   474 Congress Circle North  
   Roselle, Illinois 60172

For the Property Owner:

Applicant Name: \_\_\_\_\_

Applicant Address: \_\_\_\_\_

Applicant Phone: \_\_\_\_\_

or at such other addresses that any party hereto may designate in writing to the other parties pursuant to the provisions of this Section.

**Section 14: Breach.** If the Property Owner fails to comply with all requirements of this Agreement or to complete installation as provided in this Agreement, the Village shall have no obligation to reimburse the Property Owner.

**Section 15: Entire Agreement.** This Agreement shall be binding on the parties, their assigns and successors. This Agreement and the documents referenced in this Agreement constitute the entire agreement between the parties and supersede any previous negotiations. This Agreement shall not be modified except in writing signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed as of the dates written below.

VILLAGE OF ROSELLE, an Illinois Municipal Corporation

By: \_\_\_\_\_  
Mayor

ATTEST:

By: \_\_\_\_\_  
Village Clerk

SIGNATURE(S) OF PROPERTY OWNER(S)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ACKNOWLEDGEMENTS**

STATE OF ILLINOIS     )  
  )  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that \_\_\_\_\_, personally known to me to be the Mayor of the Village of Roselle, and \_\_\_\_\_, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Board of Trustees of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF DUPAGE    )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_, personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Commission expires \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

PROJECT APPROVED AND PERMITTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_)

SIGNATURE Village Engineer:

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