

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
SEPTEMBER 2, 2008 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Intergovernmental Agreements with the Downers Grove Park District for Stormwater Improvement Projects	✓ Resolution Ordinance Motion Discussion Only	David Fieldman Deputy Village Manager

**SYNOPSIS**

A resolution authorizing the Village Manager to execute three (3) Intergovernmental Agreements (IGAs) with the Downers Grove Park District has been prepared. The IGAs would permit the Village to construct detention basins in McCollum, Sterling North and Washington Parks as part of the Watershed Infrastructure Improvement Plan.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals for 2007-2012 identified *Top Quality Village Infrastructure and Facilities*. A supporting objective of this goal is *Improve Neighborhood Infrastructure Curbs, Gutters, Streets, Sidewalks, Stormwater and Drainage System*.

**FISCAL IMPACT**

The IGAs require the Village to construct certain recreational improvements to be conveyed to the Park District. The estimated cost of the recreational improvements is \$2,250,000. These costs and the costs of constructing the detention basins and related stormwater infrastructure improvements will be included in the FY09 Budget. Proceeds from the General Obligation bonds for stormwater system improvements will be used to pay for the improvements.

**UPDATE & RECOMMENDATION**

This item was discussed at the August 26, 2008 Workshop. Based on discussions at that workshop, the IGAs have been modified to incorporate the following changes:

1. Section 4 of the IGA has been modified to include language which states that the Park District may add the project alternates listed in the cost estimates at the Park District’s sole expense.
2. Section 11 of the IGA clarified the language regarding indemnities.
3. The easement language was clarified to state that the temporary easement terminates upon completion of the construction.
4. The easement language was modified to state that the Village of Downers Grove cannot assign easement rights.

Staff recommends approval of the IGAs as modified on the September 2, 2008 active agenda.

**BACKGROUND**

In 2007, the Village Council approved the Watershed Infrastructure Improvement Plan (WIIP). The WIIP studied the three major watersheds within the Village, identified the causes of flooding and drainage issues and recommended specific solutions in the form of infrastructure improvement projects to address the flooding and drainage issues. The recommended improvements were classified as High, Medium and Low priorities. Since many of the recommended projects call for the construction of detention basins within built-out neighborhoods with little open space, the implementation strategy calls for partnering

with other local governments such as the Park District and School Districts to construct detention basins on publicly owned open spaces including schools and parks. The WIIP recommends the construction of detention basins in McCollum Park (SW-034), Washington Park (SW-042) and Sterling North Park (SW-033). All three projects are identified as High Priority.

Three separate IGAs have been prepared. They are similar in format and content and include the following key terms.

#### Village Obligations

- Design and construct stormwater infrastructure improvements at the Village's sole cost and expense.
  - McCollum Park – one surface, dry bottom detention basin
  - Sterling North Park – one wet-bottom basin with sufficient depth to allow water-based recreational activities and to allow wintering over of fish.
  - Washington Park – two surface, dry bottom basins.
- Design and construct recreational improvements at the Village's sole cost and expense.
  - McCollum Park – a soccer field with a crown and perimeter drainage system, an irrigation system for the soccer field, relocation of an existing sand volleyball court and relocation of an existing basketball court. Estimated cost of \$200,000.
  - Sterling North Park – playground equipment, shelter, pedestrian bridge, walking paths and parking lot. Estimated cost of \$750,000.
  - Washington Park – two soccer fields with a crown and perimeter drainage system, a decorative fountain, reconstruction of an existing softball field, decorative retaining walls, pedestrian path and other similar improvements. Estimated cost of \$1,300,000.
- Submit the final engineering plans for review and approval to the Park District.
- Design and construct the stormwater and recreational improvements pursuant to a schedule included in the IGAs
- Properly dispose of any environmentally contaminated or hazardous materials encountered during the construction process.
- Maintain the stormwater improvements pursuant to maintenance standards included in the IGA's.

#### Park District Obligations

- Grant an easement to the Village for the construction and maintenance of the stormwater improvements.
- Review and approve the final engineering plans submitted by the Village.
- Accept the recreational improvements provided that they substantially conform to the approved plans and specifications.
- Cooperate with the Village with regard to any environmental remediation activities.

The Village hosted a neighborhood meeting on Monday, August 11, 2008, to allow nearby residents to review the concept plans, ask any questions and make any comments. Approximately 20 people attended the meeting. They raised concerns about safety, usability of soccer fields and softball fields within detention basins and disruption of the parks due to construction activities. Upon approval of the IGAs, staff and the consulting engineers will proceed with the preparation of the final engineering plans. The final designs will attempt to address the concerns identified by the neighboring residents.

The Downers Grove Board of Park District Commissioners considered the IGAs at their August 21, 2008 meeting. The Board voted unanimously to approve the IGAs in concept and directed the Park District staff to make minor revisions to the IGAs that would specifically state that the District has the option to purchase additional alternative items and have them constructed in conjunction with the projects. Other minor modifications were also requested. Village staff does not object to the proposed modifications.

Revised IGAs will be presented to the Council at the September 2, 2008 Council meeting. The Park District Board is expected to approve the revised IGAs at their September 4, 2008 meeting.

**ATTACHMENTS**

Resolution

Intergovernmental Agreements

**VILLAGE OF DOWNERS GROVE**  
**COUNCIL ACTION SUMMARY**

**INITIATED:** Village Attorney      **DATE:** September 2, 2008  
(Name)

**RECOMMENDATION FROM:** \_\_\_\_\_      **FILE REF:** \_\_\_\_\_  
(Board or Department)

**NATURE OF ACTION:**

- Ordinance
- Resolution
- Motion
- Other

**STEPS NEEDED TO IMPLEMENT ACTION:**

Motion to Adopt "A RESOLUTION AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AT STERLING NORTH AND BENDING OAKS PARK", as presented.



**SUMMARY OF ITEM:**

Adoption of the attached resolution shall authorize execution of an intergovernmental agreement between the Village of Downers Grove and the Downers Grove Park District for the construction of stormwater improvements at North and Bending Oaks Park.

**RECORD OF ACTION TAKEN:**

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RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION AUTHORIZING EXECUTION OF AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT  
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS  
AT STERLING NORTH AND BENDING OAKS PARK**

BE IT RESOLVED by the Village Council of the Village of Downers Grove, DuPage County, Illinois,  
as follows:

1. That the form and substance of a certain Intergovernmental Agreement (the "Agreement"),  
between the Village of Downers Grove (the "Village") and the Downers Grove Park District (the "District"),  
for the construction of certain stormwater and recreational purposes at Sterling North and Bending Oaks Park  
(the "Park"), as set forth in the form of the Agreement submitted to this meeting with the recommendation  
of the Village Manager, is hereby approved.

2. That the Village Manager and Village Clerk are hereby respectively authorized and directed  
for and on behalf of the Village to execute, attest, seal and deliver the Agreement, substantially in the form  
approved in the foregoing paragraph of this Resolution, together with such changes as the Manager shall  
deem necessary.

3. That the proper officials, agents and employees of the Village are hereby authorized and  
directed to take such further action as they may deem necessary or appropriate to perform all obligations and  
commitments of the Village in accordance with the provisions of the Agreement.

4. That all resolutions or parts of resolutions in conflict with the provisions of this Resolution are  
hereby repealed.

5. That this Resolution shall be in full force and effect from and after its passage as provided  
by law.

\_\_\_\_\_  
Mayor

Passed:

Attest: \_\_\_\_\_

Village Clerk

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT  
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AT STERLING  
NORTH PARK AND BENDING OAKS PARK**

THIS INTERGOVERNMENTAL AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the VILLAGE OF DOWNERS GROVE, ILLINOIS, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois (hereinafter referred to as "VILLAGE"), and the DOWNERS GROVE PARK DISTRICT with offices at 2455 Warrenville Road, Downers Grove, Illinois (hereinafter referred to as "DISTRICT"), concerning the construction of certain stormwater and recreational improvements, more fully described herein, at Sterling North and Bending Oaks Park (hereinafter referred to as the "PARK"), all located within the VILLAGE.

**WITNESSETH**

WHEREAS, Article VII, Section 10 of the 1970 Constitution of the State of Illinois and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) provide that units of local government may contract with one another to perform any activity authorized by law; and

WHEREAS, the DISTRICT owns, maintains and operates the PARK, located at the common address 1931 Curtiss, Downers Grove, Illinois and legally described as follows:

A PART OF LOTS 5 AND 6 OF THE ASSESSMENT PLAT OF A PART OF THE A.C. DUCAT ESTATE, SAID LOT 5 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LOT 6 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 ON THE CENTERLINE OF THE BELMONT ROAD; THENCE NORTH 88 DEGREES 26 MINUTES EAST 97.3 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE NORTHERLY 178.5 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE NORTH 88 DEGREES 26 MINUTES EAST 426.5 FEET TO A POINT ON THE TOWNSHIP LINE 178.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6 THENCE NORTH 65 DEGREES EAST 218 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO A STAKE SET IN THE LINE; THENCE NORTHERLY 213.32 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 200 FEET TO THE TOWNSHIP LINE; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES

WEST 700 FEET; THENCE SOUTHERLY PARALLEL WITH THE TOWNSHIP LINE 458.5 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 673.8 FEET TO THE CENTER OF THE BELMONT ROAD; THENCE SOUTHERLY ALONG THE CENTER OF THEBELMONT ROAD 20 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO, LOTS 13, 14, 15 AND 18 IN BLOCK 4 IN ARTHUR T. MCINTOSH'S HIGHWOOD ADDITION TO BELMONT, IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 AND SECTION 12 TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 14 IN BENDING OAKS NORTH, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1988, AS DOCUMENT R88-068661 IN DUPAGE COUNTY, ILLINOIS.

WHEREAS, the VILLAGE desires to construct certain stormwater improvements which are more fully described herein, in the PARK; and

WHEREAS, the DISTRICT desires to have constructed within the Park certain recreational improvements, as more fully described herein; and

WHEREAS, the VILLAGE agrees to fund, and the DISTRICT agrees to allow the VILLAGE to construct said stormwater improvements and recreational improvements in accordance with this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and agreements herein set forth, the parties hereto agree as follows:

1. **Incorporation.** The provisions set forth in the preamble are incorporated into and made a part of this Agreement.

2. **Public Improvements To Be Constructed by the VILLAGE** The VILLAGE shall fund, design and construct the following Stormwater Improvements and Recreational Improvements (collectively referred to herein as the "Public Improvements") with a total estimated cost for the recreational improvements of approximately SEVEN HUNDRED AND

FIFTY THOUSAND DOLLARS AND 00/100 (\$750,000), at the Park as depicted on the Sterling North Bending Oaks Park Draft Master Plan attached hereto and herein incorporated as Exhibit A:

**a. Stormwater Improvements:**

- A wet bottom detention pond with sufficient stormwater capacity to accommodate future improvements made by the DISTRICT. Sufficient capacity for purposes of this Agreement shall mean capacity for future improvements which shall not exceed .15 acre feet.

**b. Recreational Improvements:**

- All Recreational Improvements as depicted on Exhibit A and included on the cost estimate attached hereto and incorporated herein as Exhibit A1 as Project Elements..

**3. Easements to be Granted to the VILLAGE.** The DISTRICT hereby grants the VILLAGE easement rights to the PARK in the form attached hereto as Exhibit B. The DISTRICT will forward the signed documents to the VILLAGE, and the VILLAGE will record the documents at its expense. It is understood by both the VILLAGE and the DISTRICT that the stormwater easement agreement will not be executed and will not be forwarded by the DISTRICT to the VILLAGE until the DISTRICT has reviewed and approved the legal description for the easements.

**4. Review of VILLAGE Plans and Specifications.** The VILLAGE agrees that it shall provide the DISTRICT with the ability to review and approve the plans and specifications for the construction of the Public Improvements provided for in Section 2 of this Agreement and the VILLAGE shall conduct at least one public informational meeting regarding such plans. The DISTRICT agrees it will review such plans and specifications within 30 days of its receipt of



same. If the DISTRICT fails to review such plans and specifications within this 30 day time frame and advise the VILLAGE regarding its acceptance or rejection of such plans and specifications, including shop drawings, such plans and specifications shall be deemed approved by the DISTRICT. Approval of such plans and specifications shall not be unreasonably withheld. No Stormwater Improvements shall be made until the plans and specifications for the construction of all the Public Improvements are approved by the DISTRICT. Once approved, the final plans and specifications shall be substituted for (and shall be identified as “Final Exhibit A”) and shall replace as part of this Agreement the concept plan attached hereto and herein incorporated as Exhibit A. At any time after approval of Final Exhibit A and prior to the VILLAGE advertising for bids on the Public Improvements, the DISTRICT in its discretion, as part of the bid package may add Project Alternates as listed in Exhibit A1. The DISTRICT, however, shall be solely responsible for all costs associated with such Project Alternates. Such Project Alternates shall be clearly identified as a DISTRICT responsibility within the bid documents. In the event the lowest responsible bid for the Recreational Improvements is returned less than the cost in Section 2, the DISTRICT may require the VILLAGE to add additional facilities, equipment, or other improvements from the list of project alternates so as to bring the project cost for the Recreational Improvements up to an amount not less than the estimated cost set forth in Section 2. As it relates to additional Recreational Improvements requested by the District pursuant to this section, the DISTRICT may be responsible for any amounts that exceed the cost estimate in Section 2 .

**5. VILLAGE Schedule of Construction.** Notwithstanding any unforeseen circumstances, the VILLAGE shall adhere to the best of its ability to the construction schedule attached hereto and herein incorporated as Exhibit C. If deviation or revision of this schedule is necessary, the

VILLAGE shall advise the DISTRICT of the same and the VILLAGE and the DISTRICT shall jointly accommodate any issues that may arise as a result of the deviation or revision in the schedule. Construction of the Public Improvements shall not commence until the DISTRICT is satisfied that the Village has provided sufficient assurance and security to reasonably guarantee the design, construction and completion of all public improvements according to the construction schedule. For illustration purposes only, sufficient security may include performance bonds posted by contractors, irrevocable letters of credit which can be drawn upon by both the Village and, if necessary, the DISTRICT, or any other legally permissible assurance or security agreed to by the Parties. Further, all contractors performing work on the Public Improvements shall warrant their work and such warranties shall extend to both the VILLAGE and the DISTRICT.

The DISTRICT shall designate a representative for the public improvements project. The DISTRICT representative shall be invited and permitted to attend and participate in all design, pre-construction and construction progress meetings and shall be permitted to observe the construction work in progress during normal business hours. The DISTRICT shall be copied on all project-related correspondence.

**6. Demolition of Facilities Necessitated by the Approved Plans.** If it is necessary to demolish any DISTRICT facilities in order to fully implement the approved plans, the VILLAGE shall be responsible for the cost of such demolition/site preparation. It is agreed that the DISTRICT will be given reasonable notice which shall not be less than five (5) business days in advance of such action by the VILLAGE in the event the DISTRICT desires to salvage any fixtures from the site.

**7. Environmental Remediation of DISTRICT Property.** It is agreed by both parties that if during the construction of the Public Improvements, or at any time prior to such construction,

the VILLAGE discovers environmental contamination or hazardous materials on the PARK, the VILLAGE shall handle and dispose of such materials pursuant to State law and at its own expense. The DISTRICT, as owner of the PARK, shall fully cooperate with the VILLAGE with regard to any environmental remediation . This includes, but is not limited to, execution of any documents regarding environmental remediation at the PARK.

**8. Access to PARK** The VILLAGE shall be permitted reasonable access to the PARK for the purpose of designing, constructing and maintaining the Public Improvements set forth in Section 2. Upon providing reasonable written notice, not less than five (5) business days, and receiving written permission from the DISTRICT, the VILLAGE shall also be permitted, upon the same notice and provision terms, to access the PARK for the purpose of performing soil borings and other due diligence testing as may reasonably be required by the VILLAGE. It shall be the responsibility of the VILLAGE to repair any damage to the PARK resulting from such activity. Any such damage shall be repaired within 30 days or within a longer time frame as mutually agreed to by both the VILLAGE and the DISTRICT and shall be performed to the unilateral satisfaction and approval of the DISTRICT, such approval not being unreasonably withheld.

**9. VILLAGE to Maintain/Repair Stormwater Improvements.** The VILLAGE shall maintain the stormwater improvements constructed pursuant to Section 2. Maintenance shall be as set forth in the Wet Detention Pond Performance Standards attached hereto and herein incorporated as Exhibit D. Except for emergency situations, the VILLAGE shall provide no less than thirty (30) days advance written notice to the DISTRICT before beginning any work or maintenance on the basins. In the event of an emergency, if prior notice is not possible, the VILLAGE shall provide notice at the earliest reasonable opportunity. It is agreed that maintenance shall not include routine landscaping and lawn mowing. Any damage to the

stormwater facilities shall be reported to the VILLAGE by the DISTRICT within a reasonable period of time after it is discovered by the DISTRICT after which the VILLAGE shall be provided a reasonable period of time to repair such.

**10. DISTRICT to Maintain/Repair Recreational Improvements.** The VILLAGE shall notify the DISTRICT in writing upon completion of the Recreational Improvements constructed pursuant to Section 2. Completion shall include providing the DISTRICT with all “as built” drawings, specifications, project manuals, shop drawings and operation manuals. The DISTRICT shall inspect the Recreational Improvements within thirty (30) days after the date of notification of completion by the VILLAGE and shall notify the VILLAGE in writing of any defects or deficiencies. If the Recreational Improvements are determined to be acceptable at that time, the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. If defects or deficiencies are discovered, The VILLAGE shall, within sixty (60) days of being notified of any such defect or deficiency, address or remedy such defects or deficiencies to the satisfaction of the DISTRICT and as detailed in the final plans and specifications attached hereto as Final Exhibit A. Once such defects or deficiencies are remedied or addressed and approved by the DISTRICT, the VILLAGE shall send a final notification of completion to the DISTRICT and the DISTRICT shall immediately accept all Recreational Improvements through the execution of a letter of acceptance, in a form acceptable to both Parties. The VILLAGE agrees to transfer, in writing, all warranties offered on all equipment and personal property installed as part of the Public Improvements and transferred to the DISTRICT herein. Once such letter of acceptance has been executed by the DISTRICT, the DISTRICT shall own the Recreational Improvements and it shall be the responsibility of the DISTRICT to maintain and repair such Improvements.

**11. Indemnity and Hold Harmless.** The DISTRICT agrees that the VILLAGE shall not be liable for any injury or loss occurring by the public's use (or misuse) of the Recreational Improvements constructed by the VILLAGE and the DISTRICT agrees to indemnify and hold harmless the VILLAGE against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of the Recreational Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the VILLAGE. THE VILLAGE agrees that the DISTRICT shall not be liable for any injury or loss occurring by the Public's use (or misuse) of the Stormwater Improvements constructed by the VILLAGE and the VILLAGE agrees to indemnify and hold harmless the DISTRICT against any loss, damage, claim, demand, or lawsuit incurred as a result of any injury or loss occurring by the use of Stormwater Improvements constructed pursuant to this Agreement, except to the extent such loss, damage, claim, demand or lawsuit arises out of the direct or indirect conduct, act or omission of the DISTRICT.

**12. Subsequent Modifications to Area:** If at any time after construction of any of the Public Improvements the DISTRICT desires to make modifications to existing facilities or install additional facilities on DISTRICT property for which the VILLAGE has been granted a Permanent Easement under this Agreement, the DISTRICT shall provide the VILLAGE prior notice of such modification prior to any work being conducted. Similarly, if at any time after construction of any of the Public Improvements, the VILLAGE desires to make modifications to existing facilities or install additional facilities in the same area of the easement, notice shall be provided to the DISTRICT prior to any work being conducted. It is agreed by both Parties that neither the VILLAGE or the DISTRICT will construct or modify any improvements in a manner that will interfere with the operation or maintenance of the Public Improvements.

**13. Insurance.** At all times while this Agreement remains in effect, each party shall procure adequate insurance and or self-insurance to protect itself, its officers, employees and agents from any liability for bodily injury, death, and property damage in connection with the improvements covered by this Agreement.

**14. Notices.** Any statement or writing to be presented to a party hereunder shall be so presented by personal delivery or by deposit in the United States mail, with postage properly prepaid, and properly addressed to the offices of the other party, as listed above, and shall be deemed presented on date of mailing.

**15. Invalidity.** If any section, paragraph, clause or provision of this Agreement shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Agreement.

**16. Termination.** The VILLAGE may, in its sole discretion, and prior to the construction of any Public Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The DISTRICT may, in its sole discretion, and prior to the VILLAGE incurring the costs for the design of the Recreational Improvements, declare this Agreement null and void by sending the appropriate notice hereunder. The VILLAGE shall provide the DISTRICT written notification ten (10) days prior to the commencement of any design work on the Recreational Improvements. Furthermore, if the VILLAGE does not enter into an agreement for the construction of the Public Improvements within one year from the execution date of this Agreement the DISTRICT may declare this Agreement null and void by sending the appropriate notice hereunder or alternatively the Parties may agree to renegotiate the terms of this Agreement.

**17. Entire Agreement.** This Agreement represents the entire agreement between the parties. This Agreement shall inure to the benefit of all successors and assigns of the parties hereto. Any amendments hereto shall be made in writing and be signed by both parties hereto.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed on their behalf by their duly authorized officers as of the day and year first above written.

**DOWNERS GROVE PARK DISTRICT**

\_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Clerk

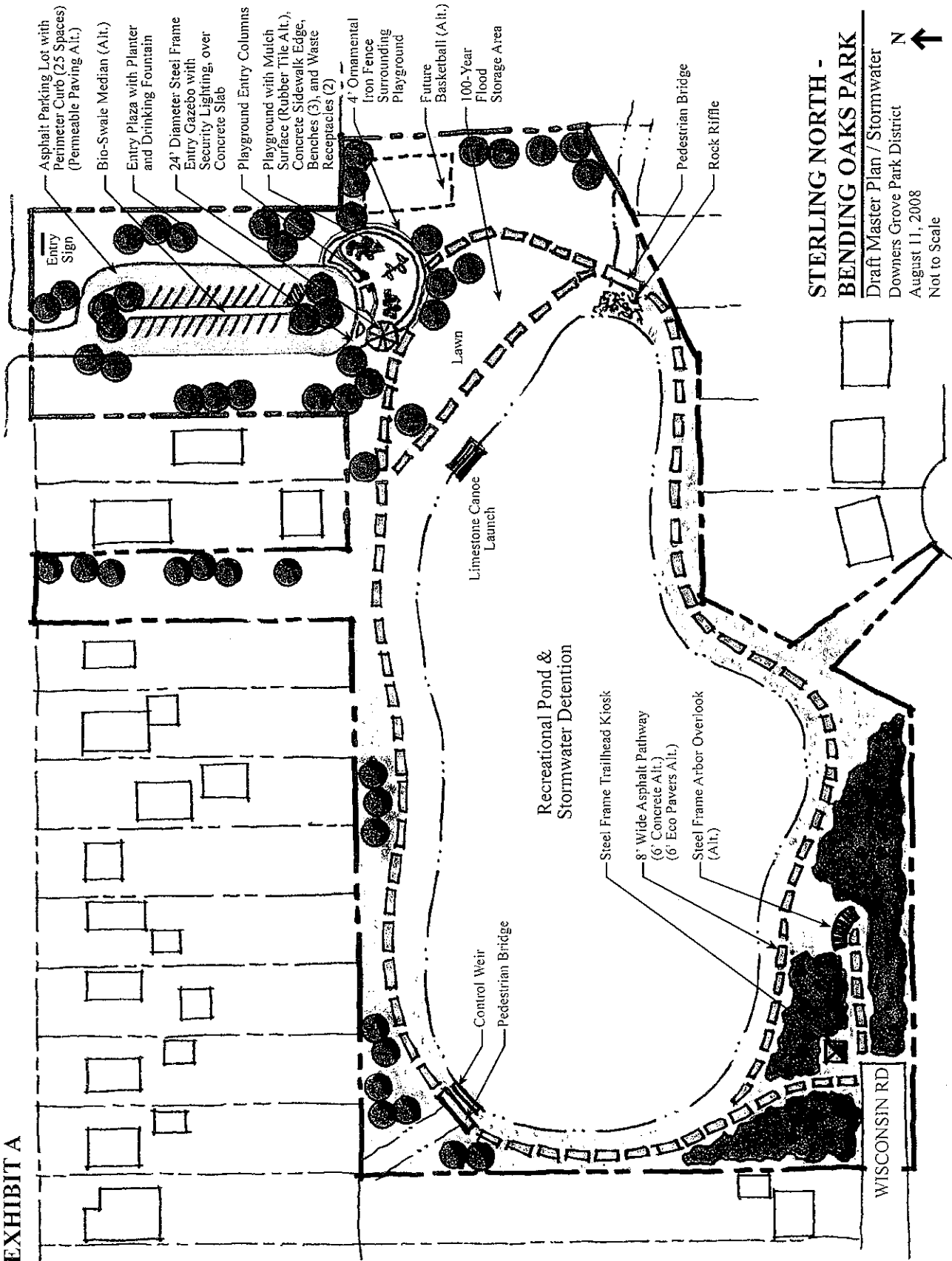
**VILLAGE OF DOWNERS GROVE**

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Village Clerk

**EXHIBIT A**



**STERLING NORTH -  
BENDING OAKS PARK**

Draft Master Plan / Stormwater  
Downers Grove Park District  
August 11, 2008  
Not to Scale





**Sterling North / Bending Oaks Park - EXHIBIT A1**  
**Cost Estimate for Exhibit A: Draft Master Plan / Stormwater**

PROJECT ELEMENTS	Qty.	Unit.	Unit Price	Total
<b>Erosion Control and Site Protection</b>				
North & South - Village Scope	0	lf	\$35.00	\$0.00
<b>Earthwork Cut and Fill</b>				
Detention Area - Village Scope	0	cy	\$35.00	\$0.00
Parking Lot, Playground & Pathway Grading	985	cy	\$35.00	\$34,475.00
Pond Edge - Outcropping Stone	1	ls	\$175,000.00	\$175,000.00
<b>Removals and Demolition</b>				
Existing Trees - Village Scope	0	ea	\$1,650.00	\$0.00
General Clearing - Village Scope	0	ls	\$10,000.00	\$0.00
<b>Utilities</b>				
Water Service for Drinking Fountain	1	ls	\$18,425.00	\$18,425.00
Water Meter & Vault	1	ls	\$5,280.00	\$5,280.00
Electric Service for Shelter Security Light	1	ls	\$4,500.00	\$4,500.00
Stormwater Collection System				
12" Solid Pipe	220	lf	\$27.50	\$6,050.00
Catch Basins	2	ea	\$2,420.00	\$4,840.00
Outfall Structure	1	ls	\$3,080.00	\$3,080.00
Playground Drintile	200	lf	\$20.00	\$4,000.00
<b>Pavement</b>				
Parking Lot				
Asphalt Paving	1,690	sy	\$36.00	\$60,840.00
Perimeter Curb	1,260	lf	\$22.00	\$27,720.00
Parking Lot Stripping and HC Sign	1	ls	\$2,200.00	\$2,200.00
Circulation / Pathways				
Asphalt Perimeter Pathways	2,222	sy	\$36.00	\$79,992.00
<b>Special Features &amp; Site Furnishings</b>				
Playground Shelter	1	ea	\$39,600.00	\$39,600.00
Shelter Pad	1	ls	\$6,180.00	\$6,180.00
Playground				
Play Equipment	1	ls	\$63,000.00	\$63,000.00
Safety Surface	3,280	sf	\$4.00	\$13,120.00
Ornamental Iron Fence	275	lf	\$88.00	\$24,200.00
Benches	3	ea	\$1,485.00	\$4,455.00
Pedestrian Bridge				
Pedestrian Bridge	2	ea	\$44,000.00	\$88,000.00
Interpretive Signage	2	ea	\$5,000.00	\$10,000.00
Drinking Fountain	1	ea	\$5,500.00	\$5,500.00
Trash Receptacles	2	ea	\$850.00	\$1,700.00

# Sterling North / Bending Oaks Park - EXHIBIT A1

## Cost Estimate for Exhibit A: Draft Master Plan / Stormwater

PROJECT ELEMENTS	Qty.	Unit.	Unit Price	Total
<b>Site Landscaping</b>				
Turf Restoration				
Turf Seed - Village Scope	0	sy	\$1.25	\$0.00
Native Plantings - Village Scope	0	alw.	\$25,000.00	\$0.00
Shade Trees	11	ea	\$665.00	\$7,315.00
Ornamental Trees	14	ea	\$600.00	\$8,400.00
Evergreen Trees	6	ea	\$650.00	\$3,900.00
Ledgerock at Creek	1	alw.	\$10,650.00	\$10,650.00
Park Signage	1	ea	\$5,000.00	\$5,000.00
<b>Project Sub Total</b>				<b>\$717,422.00</b>
<b>Contingency</b>	5%			<b>\$35,871.10</b>
<b>Total Base Bid</b>				<b>\$753,293.10</b>

### Project Alternates

<b>Alternate #1:</b> Additional Cost to install Bio-Swale plantings in parking lot median	\$16,000.00
<b>Alternate #2:</b> Additional Cost to upgrade parking lot paving to Permeable Paving	\$172,633.50
<b>Alternate #3:</b> Additional Cost to install half-court basketball w/ acrylic coating	\$13,000.00
<b>Alternate #4:</b> Additional Cost to install Overlook Arbor with concrete pad	\$21,230.00
<b>Alternate #5:</b> Additional Cost to upgrade asphalt pathways to Concrete Paving	\$47,508.00
<b>Alternate #6:</b> Additional Cost to upgrade asphalt pathways to Permeable Paving	\$150,258.00
<b>Subtotal Alternates</b>	<b>\$420,629.50</b>

Exhibit B to IGA

**This instrument  
prepared by and  
after recording return to:**

Robert K. Bush  
Ancel, Glink, Diamond, Bush,  
DiCianni & Krafthefer, P.C.  
140 South Dearborn Street, 6th Floor  
Chicago, IL 60603

**STORMWATER EASEMENT AGREEMENT**

**THIS AGREEMENT**, dated as of this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the **VILLAGE OF DOWNERS GROVE**, an Illinois municipal corporation, with offices at 801 Burlington Avenue, Downers Grove, Illinois ("**Municipality**") and the **DOWNERS GROVE PARK DISTRICT**, an Illinois municipal corporation, with offices at 2455 Warrenville Road, Downers Grove, Illinois ("**Owner**");

**RECITALS:**

**A.** Owner is the legal owner of record of real property commonly known as Sterling North Park and Bending Oaks Park, located at a common address of 1931 Curtiss in the Village of Downers Grove, County of DuPage, and State of Illinois, which real property is legally described in Exhibit A to this Easement Agreement ("**Property**"); and

**B.** The Municipality desires to locate storm water and recreation improvements, set forth on Exhibit B and specifically entailing a wet-bottom detention facility and certain recreational improvements ("**Improvements**"), in, upon, over, under, through, along, and across a portion of the Property, in the location described in Exhibit B, and as legally described in Exhibit C (referred to as "**Easement Premises**"); and

**C.** The parties desire to formalize in a written easement agreement the rights and responsibilities of both parties regarding the Easement Premises; and

**NOW, THEREFORE**, in consideration of the sum of Ten Dollars (\$10.00) and the mutual covenants and agreements set forth in this Agreement and the terms and conditions set forth in the related Intergovernmental Agreement between the parties on this easement and other good and valuable consideration paid by the Municipality to Owner, the parties mutually agree as follows:

**Section 1: Grant of Easement.** Owner hereby grants, conveys, warrants, and dedicates to the Municipality, its successors and permitted assigns, a perpetual easement and right of way to survey, construct, reconstruct, lay, use, own, operate, maintain, test, inspect, repair, replace, enlarge, renew, alter, remove, or abandon in place (these activities are collectively

referred to as "***Installation***") the Improvements, described on Exhibit B, of a size, material, and number, and with all attachments, equipment, and appurtenances as the Municipality deems necessary or desirable for its needs (the equipment and appurtenances are collectively referred to as the "***Facilities***"), subject to the terms and conditions set forth in this Agreement, in, upon, over, under, through, along, and across the Easement Premises, together with all reasonable rights of ingress and egress over, along, upon, and across the Easement Premises and any adjoining lands of Owner necessary for the exercise of the rights herein granted.

**Section 2: Grant of Temporary Construction Easement.** Owner hereby further grants, conveys, warrants, and dedicates to the Municipality a temporary construction easement for the Installation of the Facilities over, along, upon, and across the real property legally described in Exhibit D attached hereto and by this reference incorporated herein and made a part hereof ("***Temporary Easement Premises***"). The Temporary Easement Premises shall be used by the Municipality only during periods of actual Installation activities and for any necessary restoration of the Easement Premises. After actual installation/restoration activities have ceased such Temporary Construction Easement shall terminate and the provisions of Section 6 shall not apply to the Temporary Easement Premises.

**Section 3: Installation.** The Municipality agrees that the Installation of the Facilities will be done and completed in a good and workmanlike manner, all at the sole expense of the Municipality.

**Section 4: Restoration.** Upon completion of any Installation activity by the Municipality, its authorized agents, servants, employees, or contractors, the Municipality agrees to (a) replace and grade all topsoil removed by the Municipality; (b) restore all fences, roads, plantings, landscaping, and improvements as nearly as practicable to the condition immediately preceding the Installation if damaged or removed by the Municipality as a direct result of the Installation; (c) replace any and all sod removed by the Municipality with sod of like quality; and (d) replace any and all natural grass removed by the Municipality by seeding with a good quality seed.

**Section 5: Hold Harmless.** The Municipality agrees to save and hold Owner harmless from all claims, causes of action, suits, damages, or demands that arise directly from the negligence of the Municipality or its authorized agents, servants, employees, or contractors in the Installation of the Facilities on the Easement Premises and/or Temporary Easement Premises.

**Section 6: Reservation of Rights.** Owner reserves the right to use the Easement Premises, Temporary Easement Premises, and its adjacent property in any manner that will not prevent or interfere in any way with the exercise by the Municipality of the rights granted in this Agreement; provided, however, that Owner shall not permanently or temporarily improve, disturb, damage, destroy, injure, or obstruct the Easement Premises and Temporary Easement Premises, nor permit the Easement Premises and Temporary Easement Premises to be permanently or temporarily improved, disturbed, damaged, destroyed, injured, or obstructed, at any time during the term of either said easement, without the express prior written consent of the Municipality.

**Section 7: Further Assurances.** Owner hereby represents and warrants that it will take all necessary action so that the easements contemplated by this Agreement are released from all liens, including but not limited to, the lien of all mortgages, mechanics' lien claims, security agreements, assignments of rents and leases, and will execute all documents that are reasonably necessary to perfect the Municipality's right, title, and interest in the Easement Premises and Temporary Easement Premises.

**Section 8: Covenants Running with the Land.** The easements and rights granted in this Agreement, the restrictions imposed by this Agreement, and the agreements and covenants

contained in this Agreement are easements, rights, restrictions, agreements, and covenants running with the land, will be recorded against the Easement Premises, and will be binding upon and inure to the benefit of Owner and the Municipality and their respective heirs, executors, administrators, grantees, successors, assigns, agents, licensees, invitees, and representatives, including, without limitation, all subsequent owners of the Easement Premises, Temporary Easement Premises, or any portion thereof, and all persons claiming under them. If any of the easements, rights, restrictions, agreements, or covenants created by this Agreement would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provision, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then those easements, rights, restrictions, agreements, or covenants will continue only until 21 years after the death of the last survivor of the now living lawful descendants of any now living current or former President of the United States.

**Section 9: Notices.** All notices and other communications in connection with this Agreement must be in writing and will be deemed delivered to the addressee (a) when delivered in person and receipted for on a business day at the address set forth below; (b) on the fifth business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address listed below; (c) when delivered to the address listed below by any courier service; (d) on the date of transmission, if transmitted by facsimile at the facsimile number listed below and deposited in the U.S. mail on the same day for delivery to the address listed below:

**To Owner:**

Downers Grove Park District  
Attn: Administrator  
2455 Warrenville Road  
Downers Grove, IL 60515

**To the Municipality:**

Village of Downers Grove  
Attn: Village Manager  
801 Burlington Avenue  
Downers Grove, IL 60515

**with a copy to:**

Ancel, Glink, Diamond, Bush DiCianni & Krafthefer, P.C.  
140 South Dearborn Street, 6th Floor  
Chicago, IL 60603  
Attention: Robert K. Bush  
Fax: 312-782-0943

**Section 10: Amendment/No Assignment.** This Agreement may be modified, amended, or annulled only by the written agreement of Owner and the Municipality. The municipality may not assign its rights (including the easement) or delegate its duties under this Agreement in whole or in part without the consent of the Owner. The Parties agree that the municipality may contract for the construction and maintenance of the Public Improvements.

**Section 11: Survival.** All representations and warranties contained in this Agreement will survive the execution of this Agreement and its recordation and will not be merged.

**IN WITNESS WHEREOF**, the parties have executed or have caused this Agreement to be executed by their proper officers duly authorized to execute this Agreement.

ATTEST:

\_\_\_\_\_

**VILLAGE OF DOWNERS GROVE**

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

Its \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**DOWNERS GROVE PARK DISTRICT**

\_\_\_\_\_

Its \_\_\_\_\_

STATE OF ILLINOIS            )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, personally known to me to be the Mayor of the Municipality, and \_\_\_\_\_, personally known to me to be the Clerk of the Municipality, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day and acknowledged that as the Mayor and Clerk of the Municipality, they signed and delivered said instrument as their free and voluntary act and as the free and voluntary act of the Municipality for the uses and purposes therein set forth.

Given under my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

My commission expires: \_\_\_\_\_

(SEAL)

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STATE OF ILLINOIS            )  
  )        SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the persons who executed this agreement, appeared before me this day in person and acknowledged that they signed, sealed, and delivered the same instrument as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

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

My Commission Expires: \_\_\_\_\_

(SEAL)

Exhibit A

Legal Description of the Property

A PART OF LOTS 5 AND 6 OF THE ASSESSMENT PLAT OF A PART OF THE A.C. DUCAT ESTATE, SAID LOT 5 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LOT 6 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 ON THE CENTERLINE OF THE BELMONT ROAD; THENCE NORTH 88 DEGREES 26 MINUTES EAST 947.3 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE NORTHERLY 178.5 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE NORTH 88 DEGREES 26 MINUTES EAST 426.5 FEET TO A POINT ON THE TOWNSHIP LINE 178.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES EAST 218 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO A STAKE SET IN THE LINE; THENCE NORTHERLY 213.32 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 200 FEET TO THE TOWNSHIP LINE; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES WEST 700 FEET; THENCE SOUTHERLY PARALLEL WITH THE TOWNSHIP LINE 458.5 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 673.8 FEET TO THE CENTER OF THE BELMONT ROAD; THENCE SOUTHERLY ALONG THE CENTER OF THE BELMONT ROAD 20 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

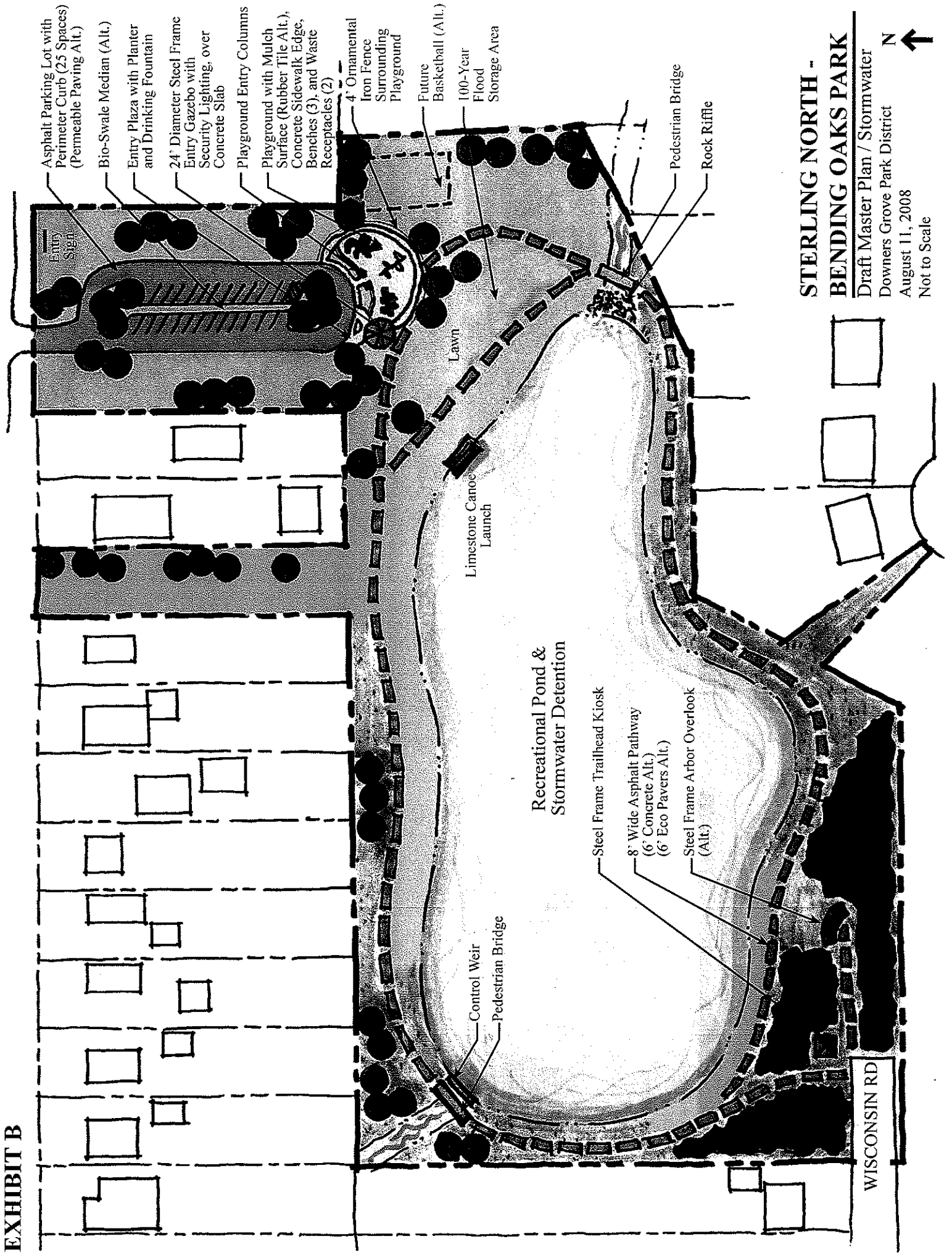
ALSO,

LOTS 13, 14, 15 AND 18 IN BLOCK 4 IN ARTHUR T. MCINTOSH'S HIGHWOOD ADDITION TO BELMONT, IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 AND SECTION 12 TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

LOT 14 IN BENDING OAKS NORTH, BEING A SUBDIVISION OF PART OF THE SOUTH EAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AND PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11, EAST OF THE PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 28, 1988, AS DOCUMENT R88-068661 IN DUPAGE COUNTY, ILLINOIS.



**EXHIBIT B**



**STERLING NORTH -  
BENDING OAKS PARK**  
 Draft Master Plan / Stormwater  
 Downers Grove Park District  
 August 11, 2008  
 Not to Scale



WISCONSIN RD

TEMPORARY EXHIBIT C

Village preparing legal description of permanent easement area.  
 Legal description to replace this concept when finalized.

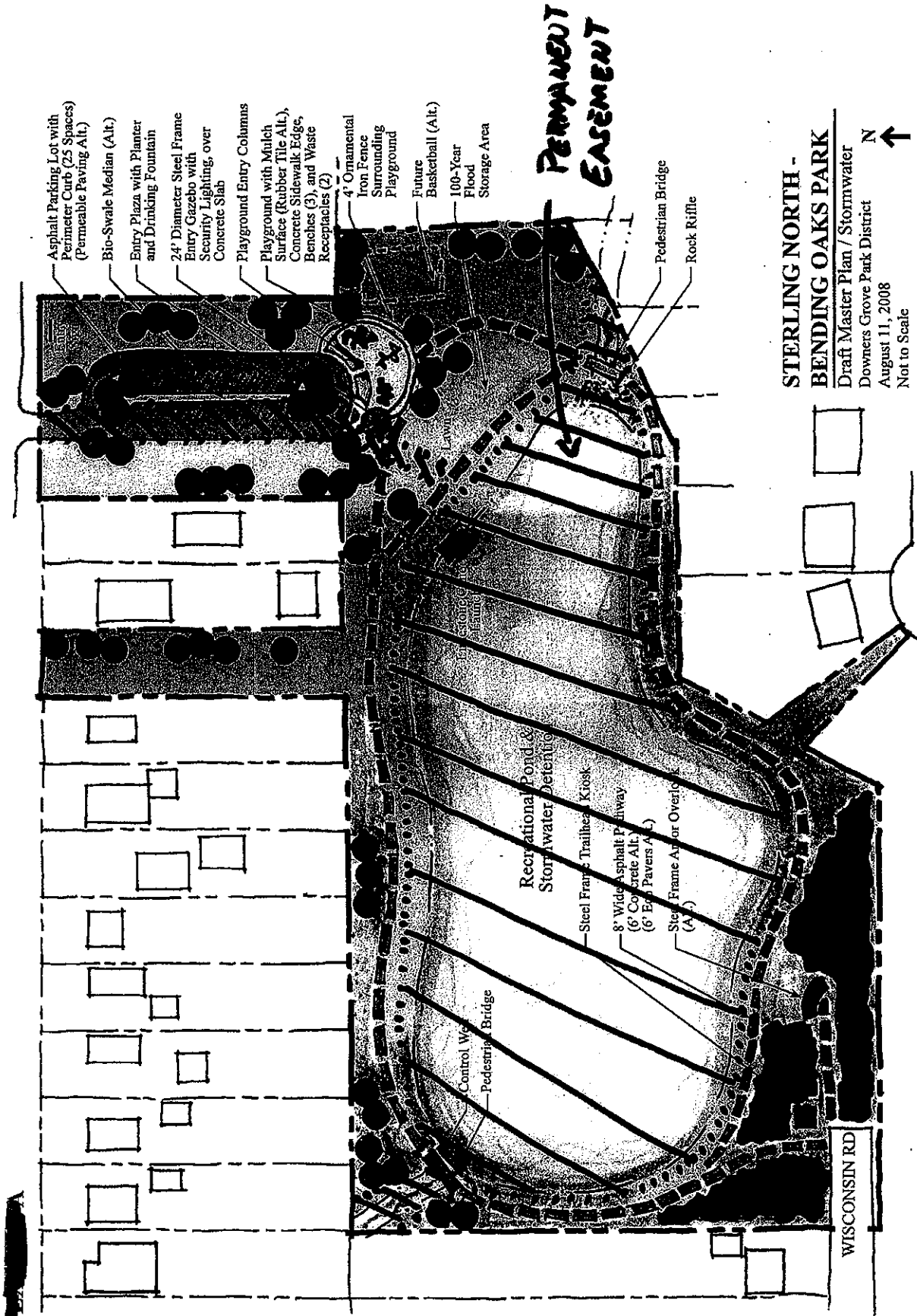


Exhibit D

Legal Description of the Temporary Easement Premises

A PART OF LOTS 5 AND 6 OF THE ASSESSMENT PLAT OF A PART OF THE A.C. DUCAT ESTATE, SAID LOT 5 BEING A PART OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND SAID LOT 6 BEING A PART OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6 ON THE CENTERLINE OF THE BELMONT ROAD; THENCE NORTH 88 DEGREES 26 MINUTES EAST 947.3 FEET ALONG THE SOUTH LINE OF SAID LOT 6; THENCE NORTHERLY 178.5 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE NORTH 88 DEGREES 26 MINUTES EAST 426.5 FEET TO A POINT ON THE TOWNSHIP LINE 178.5 FEET NORTH OF THE SOUTHEAST CORNER OF SAID LOT 6; THENCE NORTH 65 DEGREES EAST 218 FEET ALONG THE SOUTHERLY LINE OF SAID LOT 5 TO A STAKE SET IN THE LINE; THENCE NORTHERLY 213.32 FEET PARALLEL WITH THE TOWNSHIP LINE; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 200 FEET TO THE TOWNSHIP LINE; THENCE CONTINUING SOUTH 88 DEGREES 26 MINUTES WEST 700 FEET; THENCE SOUTHERLY PARALLEL WITH THE TOWNSHIP LINE 458.5 FEET; THENCE SOUTH 88 DEGREES 26 MINUTES WEST 673.8 FEET TO THE CENTER OF THE BELMONT ROAD; THENCE SOUTHERLY ALONG THE CENTER OF THE BELMONT ROAD 20 FEET TO THE PLACE OF BEGINNING, IN DUPAGE COUNTY, ILLINOIS.

ALSO,

LOTS 13, 14, 15 AND 18 IN BLOCK 4 IN ARTHUR T. MCINTOSH'S HIGHWOOD ADDITION TO BELMONT, IN SECTION 7, TOWNSHIP 38 NORTH, RANGE 11 AND SECTION 12 TOWNSHIP 38 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN DUPAGE COUNTY, ILLINOIS.

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## Exhibit C Development Schedule

<b>Task</b>	<b>Target Completion Date</b>
Prepare Final Engineering Plans	December 31, 2008
Award a Construction Contract	March 31, 2009
Commence Construction	April 30, 2009
Complete Construction	December 31, 2009

# Memo

To: Todd Reese, Director of Parks

From: Roger Lockwood

Date: July 29, 2008

Revised: August 11, 2008

**Downers Grove Park District – Village Stormwater Improvements  
Performance Criteria – Wet Pond**

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Wet Pond Design Guidelines

1. Size
  - a. A 1 acre minimum surface area.
2. Depth
  - a. Minimum depth of 15' over 25% of the pond surface area for fish over wintering.
  - b. Average depth of 8' to control vegetation.
  - c. Sediment fore bay or other measure to collect inflowing sediment, with provision for maintenance access.
3. Open Water
  - a. A maximum of 25% of the normal water level area to be covered with dense vegetation. This is to preserve dissolved oxygen levels and aesthetics. A planting plan should be developed with operation and maintenance provisions.
4. Shoreline Treatment
  - a. 5:1 maximum slopes leading down to the waters edge.
  - b. Hard/armored shoreline locations to prevent wave erosion and provide access to the water.
  - c. Plan perimeter access for maintenance equipment.
5. Inflow/Outflow Structures
  - a. Stable against erosion.
  - b. Inflow design to keep trash from entering the pond.
  - c. Adjustable inflow and outflow water levels. Winter drawdown capability.
  - d. Inflow cascade for aeration and aesthetics.
  - e. Ability to withstand peak 100-year flow conditions without damage.
6. Future Dredge Operations
  - a. Provide access for dredge equipment.
  - b. Provide area suitable for temporary dredge spoil placement.

## Wet Pond Performance Standards and Observation

The Village shall record the following observations and provide them to the District. If corrective measures are necessary the Village shall develop a plan with time frame for completion, obtain District concurrence, and implement the plan. All disturbed upland park areas shall be restored to pre-dredging conditions by the Village.

1. Depth
  - a. Beginning in 2009 and at 3 year intervals, the depth of the pond from normal water level to the sediment level is to be measured and recorded by the Village. Measurements should include 2 roughly perpendicular cross sections approximately centered across the pond. Landmarks shall be documented to identify the section locations allowing repeat measurements at nearly the same locations. The average depth of each section shall be calculated by the total wetted area divided by original water surface width. Should the average depth be less than 6' at either cross section the pond shall be dredged to a minimum average 8' depth by the Village within 2 years.
2. Open Water
  - a. Beginning in 2009 and at 3 year intervals, the ratio of dense emergent vegetation area to open water area is to be measured and recorded by the Village. If the ratio exceeds 30% the vegetation shall be removed within 1 year by the Village to achieve a maximum 25% ratio.
3. Shoreline Treatment
  - a. The Village shall make annual pond shoreline observations in June and record instances of erosion or slope sloughing along the waterline. Also, any hard armored shoreline structure failure or displacement shall be recorded.
4. Inflow/Outflow Structures
  - a. The Village shall make quarterly observations in June of all water control structures and will record instances of debris accumulation erosion, displacement, or damage
  - b. The Village shall make monthly observations for debris accumulation and after a 1" rainfall event at the pond inflow and outflow structures. Debris removal is to be completed immediately.
5. Aquatic, Wetland, and Terrestrial Plant Management
  - a. The Village shall monitor and manage the pond aquatic, wetland, and terrestrial plant areas in accordance with the Operations and Management Plan developed for the plantings.