

**VILLAGE OF DOWNERS GROVE  
REPORT FOR THE VILLAGE COUNCIL MEETING  
MAY 18, 2010 AGENDA**

<b>SUBJECT:</b>	<b>TYPE:</b>	<b>SUBMITTED BY:</b>
Amendment to the Intergovernmental Agreement regarding Washington Park Stormwater Improvement Project	✓ Resolution Ordinance Motion Discussion Only	David Fieldman Village Manager

**SYNOPSIS**

A resolution has been prepared revising the Intergovernmental Agreement (IGA) with the Downers Grove Park District for the Washington Park Project.

**STRATEGIC PLAN ALIGNMENT**

The Five Year Plan and Goals identified *Top Quality Village Infrastructure and Facilities*.

**FISCAL IMPACT**

NA

**UPDATE & RECOMMENDATION**

This item was discussed at the May 11, 2010 meeting. Staff recommends approval on the May 18, 2010 consent agenda.

**BACKGROUND**

On September 2, 2008 a resolution was approved by Village Council authorizing the Village Manager to execute an IGA with the Downers Grove Park District for the Washington Park Stormwater Improvement Project. The IGA permits the Village to construct detention basins and related stormwater improvements in Washington Park as part of the Watershed Infrastructure Improvement Plan. In exchange for the use of the Park District property, the Village is required to design and construct certain recreational improvements to be reviewed and accepted by the Park District. Each improvement constructed within the park is classified as either a stormwater improvement or a recreational improvement.

During the course of construction there have been ongoing discussions with Park District staff about the design, construction and maintenance of the retaining walls. Functionally, the retaining walls are integral to the two detention basins, allowing a sufficient volume of stormwater to be stored on the site, while allowing space for other recreation amenities. Per the terms of the agreement the retaining walls were defined to be recreation improvements. Both the Park District and Village staffs came to the conclusion that the walls would be more appropriately classified as stormwater improvements to be owned and maintained by the Village, as opposed to recreational improvements to be owned and maintained by the Park District. The amendment would reclassify the retaining walls as stormwater improvements to be owned and maintained by the Village. Further, the amendment includes standards to which the retaining walls would be maintained.

The Park District Board approved the amendment at their May 6, 2010 meeting.

**ATTACHMENTS**

- Resolution
- Intergovernmental Agreement

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

**A RESOLUTION AUTHORIZING EXECUTION OF A REVISED  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT  
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS  
AT WASHINGTON 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 Revised 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 Washington 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

**REVISED INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT  
FOR THE CONSTRUCTION OF  
STORMWATER IMPROVEMENTS AT WASHINGTON PARK**

THIS INTERGOVERNMENTAL AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, ~~2008~~2010, 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 Washington 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 835 Prairie Avenue, Downers Grove, Illinois and legally described as follows

LOT 2 AND LOT 4 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1868 AS DOCUMENT 2150 IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THE NORTH 50 FEET OF LOT 2 IN NARAMORE'S SUBDIVISION OF LOT 3 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO DOWNERS GROVE IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID NARAMORE'S SUBDIVISION RECORDED OCTOBER 7, 1891 AS DOCUMENT 46692, IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THE NORTH 50 FEET OF LOT 1 IN NARAMORE'S SUBDIVISION OF LOT 3 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO DOWNERS GROVE IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID NARAMORE'S SUBDIVISION RECORDED OCTOBER 7, 1891 AS DOCUMENT 46692, IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THE WEST 45 FEET OF LOT 1 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1868 AS DOCUMENT 192178, 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:

- Incorporation.** The provisions set forth in the preamble are incorporated into and made a part of this Agreement.
- 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 \$1,300,000.00 at the PARK

as depicted on the Washington Park Draft Master Plan attached hereto and herein incorporated as Exhibit A:

a. **Stormwater Improvements:**

- Two interconnected surface dry-bottom detention facilities with sufficient 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 .10 acre feet.
- Cast-in-place concrete retaining walls (North and South)

b. **Recreational Improvements:**

- All Recreational Improvements as depicted on Exhibit A and included on the cost estimate attached hereto as Exhibit A (1) as Project Elements. However, the cast-in-place concrete retaining walls shall not be included as recreational improvements.

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 easements will not be forwarded to the VILLAGE by the DISTRICT 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 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 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. The DISTRICT may be responsible for any amounts that exceed this budgeted figure as such relates to alternates.

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 Dry Detention Pond Performance Standards attached hereto and herein incorporated as Exhibit D and the Retaining Wall Maintenance Standards attached hereto and herein incorporated as Exhibit E. 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 or retaining walls. 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 unless otherwise provided in Exhibit E to this Agreement.

**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 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**

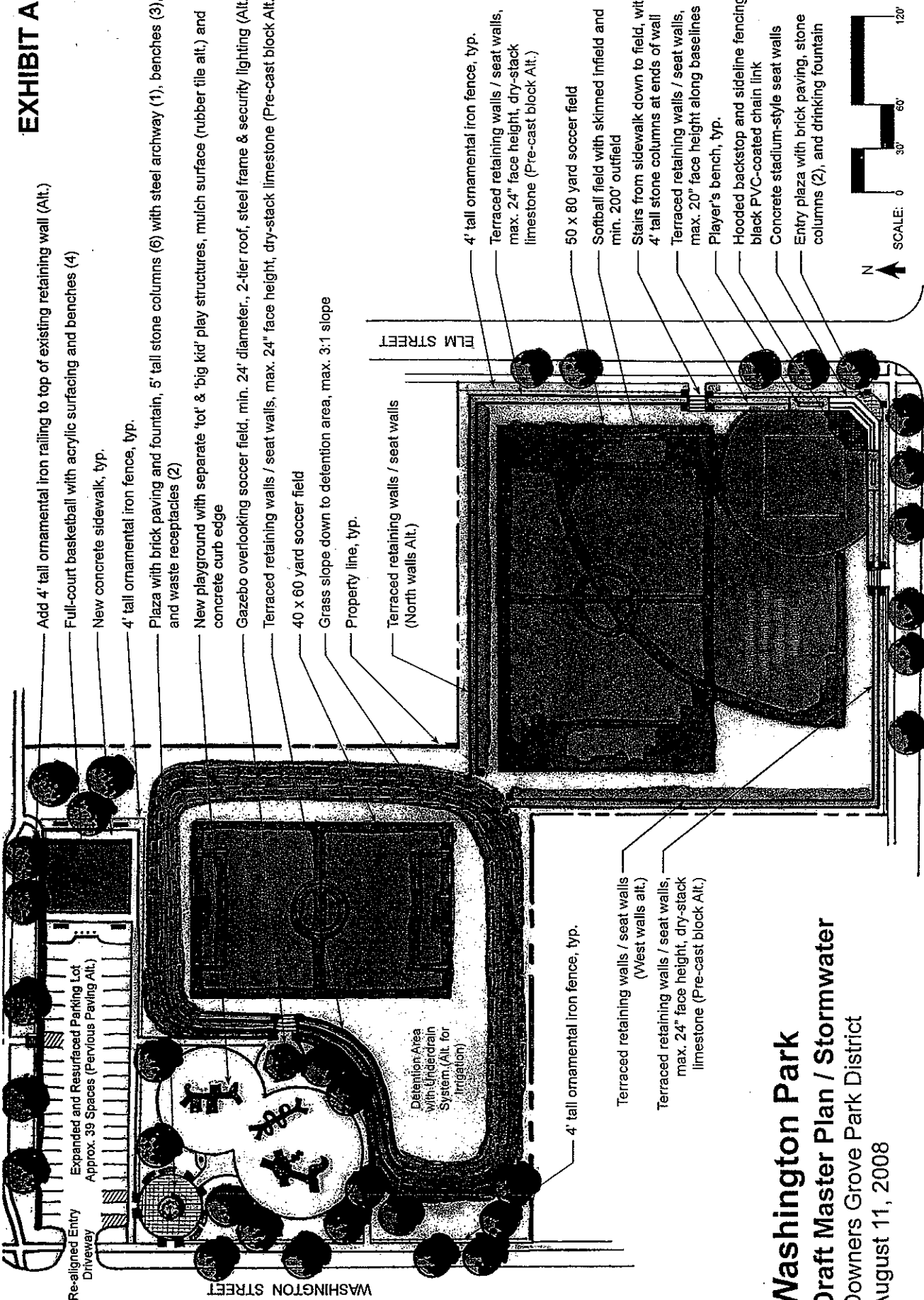
\_\_\_\_\_  
Mayor

ATTEST:

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

1\agr.10\IGA-WashingtonPark-StormWater-5-7-10

# EXHIBIT A



- Add 4' tall ornamental iron railing to top of existing retaining wall (Alt.)
- Full-court basketball with acrylic surfacing and benches (4)
- New concrete sidewalk, typ.
- 4' tall ornamental iron fence, typ.
- Plaza with brick paving and fountain, 5' tall stone columns (6) with steel archway (1), benches (3), and waste receptacles (2)
- New playground with separate 'tot' & 'big kid' play structures, mulch surface (rubber tile alt.) and concrete curb edge
- Gazebo overlooking soccer field, min. 24' diameter, 2-tier roof, steel frame & security lighting (Alt.)
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 40 x 60 yard soccer field
- Grass slope down to detention area, max. 3:1 slope
- Property line, typ.
- Terraced retaining walls / seat walls (North walls Alt.)

- 4' tall ornamental iron fence, typ.
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 50 x 80 yard soccer field
- Softball field with skinned infield and min. 200' outfield
- Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall
- Terraced retaining walls / seat walls, max. 20" face height along baselines
- Player's bench, typ.
- Hooded backstop and sideline fencing
- black PVC-coated chain link
- Concrete stadium-style seat walls
- Entry plaza with brick paving, stone columns (2), and drinking fountain

- 4' tall ornamental iron fence, typ.
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 50 x 80 yard soccer field
- Softball field with skinned infield and min. 200' outfield
- Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall
- Terraced retaining walls / seat walls, max. 20" face height along baselines
- Player's bench, typ.
- Hooded backstop and sideline fencing
- black PVC-coated chain link
- Concrete stadium-style seat walls
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- 50 x 80 yard soccer field
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- Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall
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- Player's bench, typ.
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**Washington Park**  
**Draft Master Plan / Stormwater**  
 Downers Grove Park District  
 August 11, 2008

**Washington 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	\$3.50	\$0.00
<b>Earthwork Cut and Fill</b>				
North Detention - Village Scope	0	cy	\$35.00	\$0.00
South Detention - Village Scope	0	cy	\$35.00	\$0.00
Pre-Cast Block Unit Retaining Wall - North	2,400	ff	\$45.00	\$108,000.00
Pre-Cast Block Unit Retaining Wall - South	5,610	ff	\$45.00	\$252,450.00
Concrete Spectator Seating - South	1	ls	\$27,500.00	\$27,500.00
<b>Removals and Demolition</b>				
Parking Lot Asphalt removal & disposal	1	ls	\$20,000.00	\$20,000.00
Existing Trees - Village Scope	0	ls	\$16,500.00	\$0.00
General Clearing - Village Scope	0	ls	\$10,000.00	\$0.00
<b>Utilities</b>				
Water service for Fountain & Drinking Fountain	1	ls	\$18,700.00	\$18,700.00
Electric service improvements (fountain, irrigatic)	1	ls	\$16,500.00	\$16,500.00
Security Light (ornamental)	1	ls	\$2,750.00	\$2,750.00
Stormwater Collection - Village Scope				\$0.00
<b>Pavement</b>				
Parking Lot				
Asphalt Paving	1,350	sy	\$36.00	\$48,600.00
Perimeter Curb	400	lf	\$27.50	\$11,000.00
Parking Lot Stripping and HC Sign	1	ls	\$1,000.00	\$1,000.00
Circulation				
North Sidewalks - Concrete	3,275	sf	\$8.50	\$27,837.50
<b>Special Features &amp; Site Furnishings</b>				
Playground Shelter				
Shelter Pad	1	ls	\$8,250.00	\$8,250.00
Playground				
Play Equipment	1	ls	\$100,515.00	\$100,515.00
Safety Surface	11,000	sf	\$4.00	\$44,000.00
Benches	4	ea	\$1,485.00	\$5,940.00
Fountain & Plaza				
Fountain Feature & Recirculation System	1	ls	\$130,000.00	\$130,000.00
Plaza Paving	1	ls	\$42,450.00	\$42,450.00
Plaza Seating	1	ls	\$13,200.00	\$13,200.00
Ballfield Construction				
Backstop & Sideline Fencing	1	ls	\$22,000.00	\$22,000.00
Players Benches	2	ls	\$1,800.00	\$3,600.00
Underdrain System	1	ls	\$21,600.00	\$21,600.00
Infield Mix	1	ls	\$19,965.00	\$19,965.00
Soil Amendment for sportsfields	1	ls	\$20,000.00	\$20,000.00
Irrigation System (baseball & south soccer)	1	ls	\$25,300.00	\$25,300.00

**Washington Park - EXHIBIT A1****Cost Estimate for Exhibit A: Draft Master Plan / Stormwater**

<b>PROJECT ELEMENTS</b>	<b>Qty.</b>	<b>Unit.</b>	<b>Unit Price</b>	<b>Total</b>
<b>Full Court Basketball Court</b>				
Asphalt Surface	466	sy	\$36.00	\$16,776.00
Color Coating	466	sy	\$8.80	\$4,100.80
Post, Backboard & Goal	2	ls	\$2,500.00	\$5,000.00
Soccer Goals	4	ea	\$1,650.00	\$6,600.00
Drinking Fountain (Playground & Ballfield)	2	ea	\$5,500.00	\$11,000.00
Trash Receptacles	5	ea	\$1,300.00	\$6,500.00
Bike Rack	2	ea	\$500.00	\$1,000.00
<b>Ornamental Iron Fence &amp; Railings</b>				
Fencing along roadway & parking - North	500	lf	\$88.00	\$44,000.00
Fencing along roadway & walls - South	530	lf	\$88.00	\$46,640.00
<b>Site Landscaping</b>				
<b>Turf Restoration</b>				
North (Seed) - Village Scope	0	sy	\$1.20	\$0.00
South (Sod) - Village Scope	0	sy	\$7.35	\$0.00
Tree, Shrub & Flower Allowance	1	alw.	\$30,000.00	\$30,000.00
Park Signage	1	ls	\$5,000.00	\$5,000.00
<b>Project Sub Total</b>				<b>\$1,220,574.30</b>
<b>Contingency</b>				<b>\$61,028.72</b>
<b>Total Base Bid</b>				<b>\$1,281,603.02</b>
<b>Project Alternates</b>				
<b>Alternate #1: Additional Cost to upgrade retaining wall to dry-stack limestone</b>				<b>\$124,155.00</b>
<b>Alternate #2: Additional Cost to upgrade parking lot paving to Permeable Paving</b>				<b>\$136,200.00</b>
<b>Alternate #3: Additional Cost to install Iron Railing at top of existing retaining wall</b>				<b>\$14,000.00</b>
<b>Subtotal Alternates</b>				<b>\$274,355.00</b>
<b>Base Bid Plus Alternates</b>				<b>\$1,555,958.02</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 2<sup>nd</sup> day of September, 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 Washington Park, located at the common address of 835 Prairie Avenue 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 two interconnected surface dry-bottom detention facilities 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, 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 be 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:  
\_\_\_\_\_  
*April K. Ihm*

VILLAGE OF DOWNERS GROVE  
By: \_\_\_\_\_  
Its Mayor

ATTEST:  
\_\_\_\_\_  
*Pamela Rank*

DOWNERS GROVE PARK DISTRICT  
\_\_\_\_\_  
*Robert J. Hebert*  
Its President

STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS

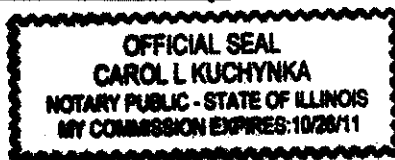
I, Carol L Kuchynka, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Ronald L Sordach, personally known to me to be the Mayor of the Municipality, and Carl K Adde, personally known to me to be the Clerk of the Municipality, and personally known to me to be the same 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 2<sup>nd</sup> day of September, 2008.

Carol L Kuchynka  
Notary Public

My commission expires: 10/26/2011

(SEAL)



STATE OF ILLINOIS )  
COUNTY OF DuPage ) SS

I, Pamela G. Rank, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Bob Grelwicks and Dan Cermak, 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 29<sup>th</sup> day of October, 2008.

Pamela G. Rank  
Notary Public

My Commission Expires: 11/5/2011

(SEAL)

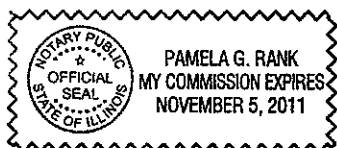


Exhibit A

Legal Description of the Property

LOT 2 AND LOT 4 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1868 AS DOCUMENT 2150 IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THE NORTH 50 FEET OF LOT 2 IN NARAMORE'S SUBDIVISION OF LOT 3 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO DOWNERS GROVE IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID NARAMORE'S SUBDIVISION RECORDED OCTOBER 7, 1891 AS DOCUMENT 46692, IN DUPAGE COUNTY, ILLINOIS.

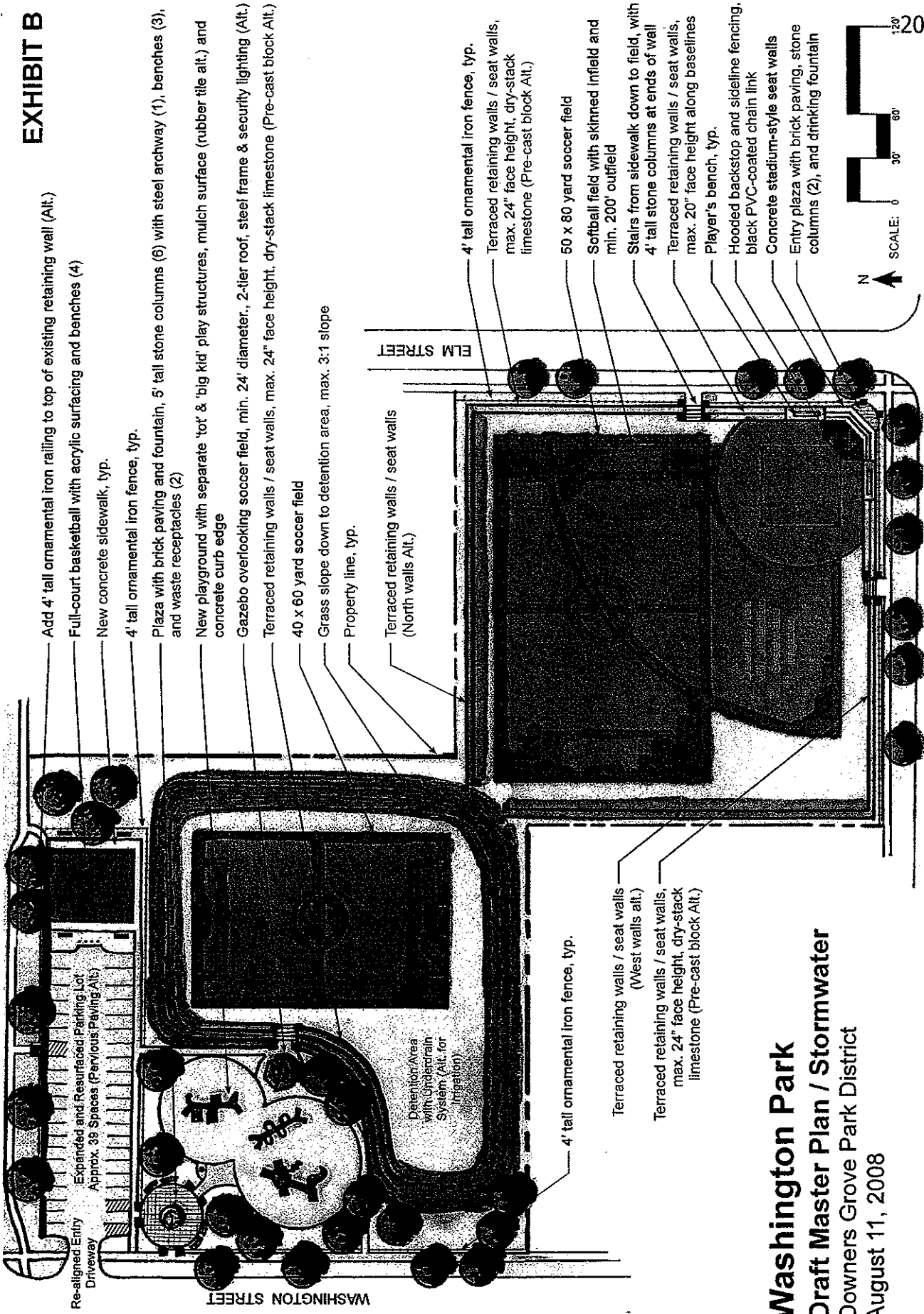
ALSO:

THE NORTH 50 FEET OF LOT 1 IN NARAMORE'S SUBDIVISION OF LOT 3 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO DOWNERS GROVE IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT OF SAID NARAMORE'S SUBDIVISION RECORDED OCTOBER 7, 1891 AS DOCUMENT 46692, IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THE WEST 45 FEET OF LOT 1 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1868 AS DOCUMENT 192178, IN DUPAGE COUNTY, ILLINOIS.

# EXHIBIT B



- Add 4' tall ornamental iron railing to top of existing retaining wall (Alt.)
- Full-court basketball with acrylic surfacing and benches (4)
- New concrete sidewalk, typ.
- 4' tall ornamental iron fence, typ.
- Plaza with brick paving and fountain, 5' tall stone columns (6) with steel archway (1), benches (3), and waste receptacles (2)
- New playground with separate 'tot' & 'big kid' play structures, mulch surface (rubber tile alt.) and concrete curb edge
- Gazebo overlooking soccer field, min. 24' diameter, 2-tier roof, steel frame & security lighting (Alt.)
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 40 x 60 yard soccer field
- Grass slope down to detention area, max. 3:1 slope
- Property line, typ.
- Terraced retaining walls / seat walls (North walls Alt.)
- 4' tall ornamental iron fence, typ.
- Terraced retaining walls / seat walls, max. 24" face height, dry-stack limestone (Pre-cast block Alt.)
- 50 x 80 yard soccer field
- Softball field with skinned infield and min. 200' outfield
- Stairs from sidewalk down to field, with 4' tall stone columns at ends of wall
- Terraced retaining walls / seat walls, max. 20" face height along baselines
- Player's bench, typ.
- Hooded backstop and sideline fencing, black PVC-coated chain link
- Concrete stadium-style seat walls
- Entry plaza with brick paving, stone columns (2), and drinking fountain

**Washington Park**  
**Draft Master Plan / Stormwater**  
 Downers Grove Park District  
 August 11, 2008

Exhibit C

Legal Description of the Easement Premises

STATE OF ILLINOIS }  
COUNTY OF DECATUR }

GENERAL CERTIFICATE  
STATE OF ILLINOIS }  
COUNTY OF DECATUR }

PLAT OF EASEMENT  
ROBERTS GROVE, II

PROJECT NO.  
4155

SHEET 1 OF 1  
DRAWN BY  
4155 POE/PLN

DATE OF THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ A.D., 2008.

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COUNTY OF DECATUR }

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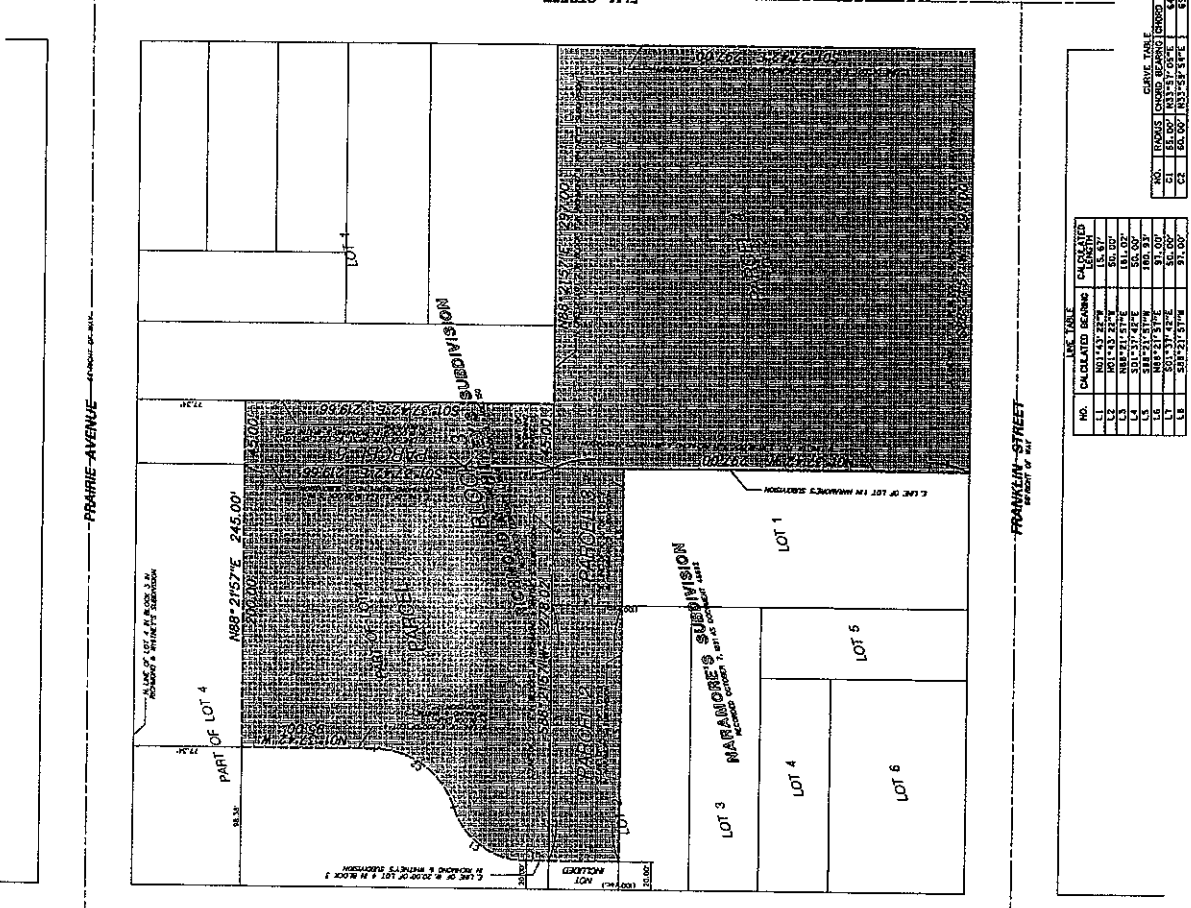
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4155 POE/PLN

NO.	DATE	BY	REVISION
1	09/22/2008	PLN	INITIAL



NO.	DATE	BY	REVISION
1	09/22/2008	PLN	INITIAL

**LEGAL DESCRIPTIONS**

PARCEL 1: PART OF LOT 1 IN THE MANHATTAN SUBDIVISION OF DECATUR, ILLINOIS, AS SHOWN ON PLAT OF EASEMENT ROBERTS GROVE, II, FILED FOR RECORD IN DECATUR COUNTY, ILLINOIS, ON 09/22/2008, AND BEING THE SAME AS DESCRIBED IN PARAGRAPH 1 OF SAID PLAT.

PARCEL 2: PART OF LOT 1 IN THE MANHATTAN SUBDIVISION OF DECATUR, ILLINOIS, AS SHOWN ON PLAT OF EASEMENT ROBERTS GROVE, II, FILED FOR RECORD IN DECATUR COUNTY, ILLINOIS, ON 09/22/2008, AND BEING THE SAME AS DESCRIBED IN PARAGRAPH 2 OF SAID PLAT.

PARCEL 3: PART OF LOT 1 IN THE MANHATTAN SUBDIVISION OF DECATUR, ILLINOIS, AS SHOWN ON PLAT OF EASEMENT ROBERTS GROVE, II, FILED FOR RECORD IN DECATUR COUNTY, ILLINOIS, ON 09/22/2008, AND BEING THE SAME AS DESCRIBED IN PARAGRAPH 3 OF SAID PLAT.

PARCEL 4: PART OF LOT 1 IN THE MANHATTAN SUBDIVISION OF DECATUR, ILLINOIS, AS SHOWN ON PLAT OF EASEMENT ROBERTS GROVE, II, FILED FOR RECORD IN DECATUR COUNTY, ILLINOIS, ON 09/22/2008, AND BEING THE SAME AS DESCRIBED IN PARAGRAPH 4 OF SAID PLAT.

**EASEMENT PROVISIONS**

THE EASEMENT GRANTED HEREIN IS INTENDED TO BE A PERPETUAL EASEMENT FOR THE USE AND BENEFIT OF THE VILLAGE OF DECATUR, ILLINOIS, AND ITS SUCCESSORS AND assigns. THE EASEMENT SHALL BE APPLIED TO AND SHALL BENEFIT THE VILLAGE OF DECATUR, ILLINOIS, AND ITS SUCCESSORS AND assigns. THE EASEMENT SHALL BE APPLIED TO AND SHALL BENEFIT THE VILLAGE OF DECATUR, ILLINOIS, AND ITS SUCCESSORS AND assigns. THE EASEMENT SHALL BE APPLIED TO AND SHALL BENEFIT THE VILLAGE OF DECATUR, ILLINOIS, AND ITS SUCCESSORS AND assigns. THE EASEMENT SHALL BE APPLIED TO AND SHALL BENEFIT THE VILLAGE OF DECATUR, ILLINOIS, AND ITS SUCCESSORS AND assigns.

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COUNTY OF DECATUR }**

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**PLAT OF EASEMENT**  
ROBERTS GROVE, II

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**INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE  
OF DOWNERS GROVE AND THE DOWNERS GROVE PARK DISTRICT  
FOR THE CONSTRUCTION OF STORMWATER IMPROVEMENTS AT  
WASHINGTON PARK**

THIS INTERGOVERNMENTAL AGREEMENT entered into this 2<sup>nd</sup> day of September, 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 Washington 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 835 Prairie Avenue, Downers Grove, Illinois and legally described as follows:

LOT 2 AND LOT 4 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1868 AS DOCUMENT 2150 IN DUPAGE COUNTY, ILLINOIS.

ALSO:

THE NORTH 50 FEET OF LOT 2 IN NARAMORE'S SUBDIVISION OF LOT 3 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO DOWNERS GROVE IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID NARAMORE'S SUBDIVISION RECORDED OCTOBER 7, 1891 AS DOCUMENT 46692, IN DUPAGE COUNTY, ILLINOIS.

ALSO:

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*[Handwritten signatures and initials]*

Exhibit D

Legal Description of the Temporary Easement Premises

LOT 2 AND LOT 4 IN BLOCK 3 IN RICHMOND AND WHITNEY'S ADDITION TO THE TOWN OF DOWNERS GROVE, BEING A SUBDIVISION IN THE SOUTHWEST QUARTER OF SECTION 5 AND IN THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 38 NORTH, RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 1, 1868 AS DOCUMENT 2150 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

**Baxter & Woodman****Exhibit D**

# 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 – Dry Basins with Turf Areas**

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Dry Detention Pond with Turf Play Areas - Design Guidelines

1. Frequency and Duration of Wetting
  - a. To promote the recreational use within the dry bottom detention basin the frequency of when stormwater from other areas enters the basin and wets the turf playing areas is to be minimized. The hydraulic design must not produce inflow from other areas for a 1" minimum rainfall depth or less for the critical duration storm. (Note: 1" is a heavy rain but several 1" rainfall events occur each year. This minimum is suggested, however, the frequency of wetting should be minimized and it is a function of many factors. Drainage area, flood control goals, topography, cost.)
  - b. The basin must be designed to have all turf playing areas free from standing water within 72 hours from the start of 100-year frequency, 24-hour duration rainfall event.
2. Basin Grading Considerations
  - a. 4:1 maximum side slopes.
  - b. 0.75% minimum grade on turf playing surfaces with 75' or less slope distance and 1.5% minimum grade for distances beyond 75' and in all areas of concentrated flow (vegetated ditches and swales).
  - c. Storm sewer drainage system surface inlets spaced to limit concentrated surface flow length to a 150' maximum.
3. Storm Sewer Drainage System
  - a. The basin storm sewer drainage system designed for a minimum 5-year critical duration capacity and a 3 ft/s minimum full flow velocity.
  - b. All concentrated flow locations shall have a drain tile pipe system in addition to or in combination with the storm sewer system.
  - c. Inflow and outflow structures to the basin shall be stable against erosion and damage for all flow conditions up to the 100-year critical duration event. All structures larger than 12 inches in diameter shall have grates.
4. Landscape Treatment
  - a. Turf playing areas shall have a drain tile, amended soil, and seeding system for improved drainage.

- b. Landscaping of other disturbed District properties shall have 6" minimum topsoil with planting and seeding to be approved by the District.

#### Dry Detention Pond with Turf Play Areas - Performance Standards

The Village will observe the basin annually in June and after all 1" rainfall events. The observation shall include:

1. Basin water levels, high water level and duration of standing water on turf playing areas. Inflow to the basin from other areas must not occur for a 1" or less rainfall event. The duration of standing water on turf playing areas must be 72 hours or less for all storms that do not exceed the 100-year frequency, 24-hour duration rainfall event
2. Instances of erosion, standing water of sufficient duration to prevent growth of a dense turf cover, or slope sloughing.
3. Water control structures for debris accumulation, erosion, displacement, or damage. Debris affecting the basin drainage shall be removed immediately.

The Village shall record the 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 park areas shall be restored to pre-corrective measure conditions by the Village.

## EXHIBIT E

### RETAINING WALL MAINTENANCE STANDARDS

The Village will repair or replace cast-in-place concrete wall panels on the Washington Park retaining walls (North and South), within 365 days after receiving written request from the Park District that repair or replacement is necessary, but only when the following criteria is met:

a. Walls that are 18 inches or shorter in height that are measured within a minimum forward “out of plumb” dimension of 0.5”. This dimension includes a rounded construction tolerance of 0.2” and a maximum additional deflection of 0.3”.

b. Walls that are taller than 18 inches in height that are measured with a minimum forward “out of plumb” dimension of 0.5” plus 0.2” per foot of wall height. The dimension of 0.5” represents the rounded construction tolerance.

If the Village and the District disagree as to whether repair or replacement is necessary pursuant to these standards, the Village and the District shall contract with a mutually acceptable third party structural engineering firm which shall determine whether or not repair or replacement is necessitated by these standards. The Village and the District shall equally share costs and expenses associated with the hiring of a third party structural engineering firm as set forth herein.