

VILLAGE OF LOMBARD  
REQUEST FOR BOARD OF TRUSTEES ACTION  
For Inclusion on Board Agenda

  X    
\_\_\_\_\_  
\_\_\_\_\_


Resolution or Ordinance (Blue) \_\_\_\_\_ *Waiver of First Requested*  
Recommendations of Boards, Commissions & Committees (Green)  
Other Business (Pink)

**TO:** PRESIDENT AND BOARD OF TRUSTEES

**FROM:** David A. Hulseberg, Village Manager

**DATE:** June 11, 2012 (BOT) Date: June 21, 2012

**SUBJECT:** Revised Intergovernmental Agreement between the Village of Lombard  
and the Lombard Park District regarding Modifications to Terrace View  
Pond

**SUBMITTED BY:** Carl S. Goldsmith, Director of Public Works 

**BACKGROUND/POLICY IMPLICATIONS:**

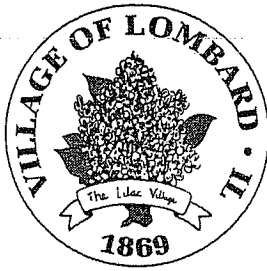
A Resolution authorizing the signature of the President and Clerk on an Intergovernmental Agreement with the Lombard Park District regarding Modifications to Terrace View Pond. The Village Board had previously approved the IGA, but the Park District requested changes to the IGA after adoption by the Village.

**Fiscal Impact/Funding Source:**

Review (as necessary):

Finance Director \_\_\_\_\_ Date \_\_\_\_\_  
Village Manager \_\_\_\_\_ Date \_\_\_\_\_

**NOTE:** All materials must be submitted to and approved by the Village Manager's Office  
by 12:00 noon, Wednesday, prior to the agenda distribution.



June 11, 2012

TO: Village President and Board of Trustees

THROUGH: David A. Hulseberg, Village Manager

FROM: Carl Goldsmith, Director of Public Works *CG*

SUBJECT: Revised Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding Terrace View Pond Improvements

**Background**

At the May 3, 2012 Village Board meeting, the Village approved Resolution R83-12 that authorized the execution of an IGA between the Village of Lombard and the Lombard Park District relative to the Terrace View Pond Improvements. The Park District approved the IGA on first reading at their April 24, 2012 meeting, but have since requested modifications to the IGA based upon the District's attorney review process. The Park District Board will consider this IGA under 2<sup>nd</sup> Reading at their June 26, 2012 meeting.

The Village has received redline copies of the IGA, but are awaiting final "clean" copies from the District. Upon receipt of the final documents, the IGA will be signed by the Village President and Village Clerk.

**Recommendation**

Staff recommends that the Village Board of Trustees approve the revised Intergovernmental Agreement between the Village of Lombard and the Lombard Park District regarding Terrace View Pond Improvements.

**RESOLUTION**  
**R \_\_\_\_-12**

**RESOLUTION AUTHORIZING THE SIGNATURE OF PRESIDENT AND CLERK ON  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF  
LOMBARD AND THE LOMBARD PARK DISTRICT**

WHEREAS, the Village of Lombard approved a Resolution authorizing the Village President and Clerk to execute an intergovernmental agreement with the Lombard Park District regarding the Terrace View Pond Improvements; and,

WHEREAS, the Lombard Park District requested modifications to the Agreement following the Village of Lombard approving the Agreement; and,

WHEREAS, it is the best interest of the Village of Lombard, DuPage County, Illinois to enter into an Intergovernmental Agreement (hereinafter the "Agreement") with the Lombard Park District regarding Modifications to Terrace View Pond; and,

WHEREAS, the Agreement has been drafted and a copy is attached hereto and incorporated herein as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF LOMBARD, DU PAGE COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Rescind Resolution 83-12.

SECTION 2: That the Agreement attached hereto as Exhibit "A" is hereby approved.

SECTION 3: That the Village President be and hereby is authorized and directed to sign, on behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "A".

SECTION 4: That the Village Clerk be and hereby is authorized and directed to sign, on the behalf of the Village of Lombard, the Agreement attached hereto as Exhibit "A" and made part hereof.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2012.

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

Approved this \_\_\_\_ day of \_\_\_\_\_, 2012.

Resolution No. \_\_\_\_\_

Page 2

\_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

**KTJ**

KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law

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Orland Park, Illinois 60462-5353  
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May 23, 2012

Charlene L. Holtz  
Tressler LLP  
233 South Wacker Drive  
22<sup>nd</sup> Floor  
Chicago, Illinois 60606

Via e-mail only

**Re: Village of Lombard/Lombard Park District  
Intergovernmental Agreements**

Dear Charlene:

After reviewing the three (3) revised Intergovernmental Agreements, that you forwarded to me on May 16, 2012, with Village staff, I have the following comments:

1. **SHOWMOBILE INTERGOVERNMENTAL AGREEMENT** – The revisions are acceptable.
2. **DRAINAGE IMPROVEMENTS/DRINKING FOUNTAIN MAINTENANCE INTERGOVERNMENTAL AGREEMENT** – The revisions are acceptable.
3. **TERRACE VIEW POND INTERGOVERNMENTAL AGREEMENT** –
  - A. **Second Whereas Clause:** While the wording in the quote may not make sense, it is verbatim from the Resolution executed by the Village and the Park District, dated March 6, 1972.
  - B. **Fifth Whereas Clause, Subsection C.ii.:** This provision should be revised to read as follows, as the plans and permits are based on the pump location called out in the preliminary design review.

“ ii. Phase Two shall include the installation of a pump station on the Park Property at the location set forth in the preliminary design review presented to the Park District Commissioners on October 25, 2011, to lower the normal water level of the Pond by one (1) foot; and ”

**C. Section 2.B.:**

- i) The Exhibit reference should be to "Exhibit B."
- ii) So that there is nothing left to work out, do you have an easement agreement format, that you and the Park District are comfortable with, that can be attached as an Exhibit? If not, I can provide the format used by the Village.
- iii) While past discussions between the Village and Park District staffs were in regard to a blanket easement, Village staff will have Christopher B. Burke Engineering Ltd. prepare a legal description for a more limited area of the Park Property.

Based on the foregoing, this Section should be revised to read as follows:

"B. Grant a permanent stormwater management easement to the VILLAGE over the portion of the Park Property described and depicted in Exhibit "B" attached hereto and made part hereof, pursuant to the terms of the easement agreement attached hereto as Exhibit "C" and made part hereof."

**D. Section 2.D.:**

- i) The Exhibit reference should be revised based on the comments in C. above.
- ii) Same comment as in C. ii) above relative to the easement agreement.

Based on the foregoing, this Section should be revised to read as follows:

"D. Accept title to the property acquired by the VILLAGE, along West Crystal Avenue, (said property being legally described on Exhibit "D" attached hereto and made part hereof (hereinafter referred to as the "West Crystal Parcel")), for the purposes of constructing the PROJECT, upon completion of the PROJECT, subject to the VILLAGE's retention of a permanent stormwater management easement over said property pursuant to the terms of the easement agreement attached hereto as Exhibit "C", and subject to the VILLAGE's obligations, as set forth below, with respect to the West Crystal Parcel;"

**E. Section 2.E.:** This Section should be revised to read as follows:

“E. Assume all costs of maintenance and repairs to the West Crystal Parcel upon conveyance of title thereto to the DISTRICT, with the exception of the underground relief sewer pipes installed by the VILLAGE, in connection with the PROJECT, which shall be maintained by the VILLAGE as provided below.”

**F. Section 2.F.:** The parenthetical phrase in this Section should be replaced with the following:

“Notwithstanding the foregoing, except for the underground relief sewer pipes, the DISTRICT shall, at its sole cost and expense, maintain the West Crystal Parcel, including, but not limited to, the asphalt path referred to in E. above.”

**G. Section 2.G.:** This Section should be revised to read as follows:

“G. Be solely responsible for any and all adverse impacts on the Park Property or the surrounding properties reasonably related to or arising from the construction and/or operation of the PROJECT.”

If there are any questions, please feel free to contact me.

Very truly yours,

KLEIN, THORPE, AND JENKINS, LTD.

*Tom*

Thomas P. Bayer

cc: Dave Hulseberg, Village Manager (via e-mail)  
Carl Goldsmith, Director of Public Works (via e-mail)

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE VILLAGE OF LOMBARD AND THE LOMBARD PARK DISTRICT  
IN REGARD TO MODIFICATIONS TO TERRACE VIEW POND**

THIS AGREEMENT (hereinafter referred to as the "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the VILLAGE OF LOMBARD (hereinafter referred to as the "VILLAGE") and the LOMBARD PARK DISTRICT (hereinafter referred to as the "DISTRICT"). The VILLAGE and the DISTRICT are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

WITNESSETH

**WHEREAS**, the DISTRICT is the record owner of certain real property, commonly known as Terrace View Pond, ~~ark~~ generally located on the North side of Greenfield Avenue, between Elizabeth Street and Park Avenue; said property comprised of the following parcels:

P.I.N.:	06-06-401-004
	06-06-404-003
	06-06-410-004
	06-06-416-009
	06-06-416-032
	06-06-416-033
	06-06-416-055
	06-06-420-001
	06-06-420-002
	06-06-420-003;

(hereinafter referred to as the "Park Property"); and

**WHEREAS**, the Parties adopted a Resolution in support of jointly addressing stormwater management issues, on March 6, 1972, with said Resolution stating in pertinent part as follows:

*"[t]he Village and Park District recognize the desirability of joint use of land for park and surface water run off control for the mutual benefit of the citizens of the Village of Lombard"; and*

*"[t]he joint use of land for park and regulation of storm water discharge to the sewer system of the municipality results in a reduction of flooding conditions and a reduction in a cost of waste water treatment"; and*

*"[t]hat the policy of the Village of Lombard and the Lombard Park District whenever and wherever possible cooperate in efforts to utilize the land to the best possible advantage and to divide multi purpose uses to the public property";*

NOTE: THIS LANGUAGE DOES NOT MAKE SENSE. WORDS APPEAR TO BE MISSING; and



WHEREAS, the Parties, along with School District #44, constructed ~~a pond on the Park Property Terrace View~~ (the "Pond") for the purpose of controlling stormwater run-off in 1972; and

WHEREAS, The VILLAGE has proposed a concept plan (hereinafter referred to as the "PLAN"), to the DISTRICT, for a stormwater pumping station to be installed at the Park Property, for the purpose of lowering the normal water level of the ~~pPond located on the Park Property~~ by one (1) foot in order to reduce flood damages.; and

WHEREAS, at the October 25, 2011 DISTRICT Board of Park Commissioners ("DISTRICT Board") meeting, the DISTRICT Board unanimously voted to support Alternative G in the PLAN, a copy of which is attached hereto as Exhibit "A" and made part hereof, subject to the following conditions:

- A. The VILLAGE fund the full cost of the improvement(s) as provided in the PLAN;
- B. The DISTRICT's legal fees related to the review of this Agreement shall not exceed \$2,500.00;
- C. The VILLAGE shall ~~seek to~~ construct the improvements contained in the PLAN in two (2) phases, as described below:
  - i. Phase One shall include the construction of two (2) twenty-four (24) inch relief sewers from Crystal Avenue to the ~~pPond located on the Park Property~~; and
  - ii. Phase Two shall include the installation of a pump station on the Park Property at a location mutually agreed by the Parties, to lower the normal water level of the ~~pPond on Park Property~~ by one (1) foot; and
- D. The VILLAGE shall provide all ~~subsequent~~ engineering studies and reports in relation to the PLAN and its implementation to the DISTRICT;

(hereinafter referred to as the "PROJECT"); and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1 through 220/9 provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the DISTRICT and the VILLAGE to enter into this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and

sufficiency of which are acknowledged by each of the Parties, the Parties hereto agree as follows:

1. **INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

2. **DISTRICT OBLIGATIONS.** In relation to the PLAN and the PROJECT, the DISTRICT agrees to:

- A. Grant the VILLAGE the authority to construct the PROJECT, including any and all necessary improvements to the ~~pPond on the Park Property~~ as identified in the PLAN;
- B. Grant a permanent stormwater management easement to the VILLAGE over the portion of the Park Property described and depicted in Exhibit "B-1" pursuant to the terms of a separate easement agreement mutually acceptable to the Parties;
- C. Reimburse the VILLAGE for the cost of any improvements to the ~~pPond on the Park Property~~ that are not required, as a condition of the engineering study conducted by the VILLAGE, to implement the PROJECT but are requested by DISTRICT;
- D. Accept title to the property acquired by the Village, along West Crystal Avenue, for the purposes of constructing the PROJECT upon completion of the PROJECT, subject to the VILLAGE's retention of a permanent stormwater management easement over said property pursuant to the terms of a separate easement agreement mutually acceptable to the Parties; said property being legally described on Exhibit "B" attached hereto and made part hereof (hereinafter referred to as the "West Crystal Parcel") and the Village obligations set forth below with respect to the West Crystal Parcel;
- E. Assume all costs of maintenance and repairs to the West Crystal Parcel upon conveyance of title thereto to the DISTRICT with the exception of facilities installed or constructed thereon or thereunder by the Village in connection with the PLAN or the PROJECT, which shall be the obligation of Village as provided below.

3. **VILLAGE OBLIGATIONS.** In relation to the PLAN and the PROJECT, the VILLAGE agrees to

- A. Present final plans and specifications to the DISTRICT, for review and consideration, prior to the commencement of construction of the PROJECT;

- B. Pay for all costs of the PROJECT related to construction, easements, restoration, associated landscaping and maintenance of any additional landscaping until established;
- C. Provide the DISTRICT, through the use of the VILLAGE's engineering staff, with all design and resident engineering reports during the construction of the PROJECT and any reports prepared for the VILLAGE by resident or outside engineers subsequent to the completion of the construction of the PROJECT;
- D. Convey title to the West Crystal Parcel to the DISTRICT, subject to the VILLAGE's retention of a permanent stormwater management easement over said West Crystal Parcel, upon completion of the PROJECT;
- E. Construct an eight (8) foot wide asphalt path from the sidewalk in the right-of-way immediately adjacent to the West Crystal Parcel, to the walking path surrounding the pPond ~~as part of Phase One; on the park property.~~
- F. Maintain in good working order and appearance at the VILLAGE'S sole cost and expense ~~Pay all costs related to the maintenance of the pPond shoreline altered in conjunction with the Plan and the facilities and improvements installed by VILLAGE on or under the Park Property or West Crystal Parcel, including but not limited to pumping stations and relief sewers, in connection with the PLAN or the PROJECT (with the exception of the asphalt path referred to in E above which shall be maintained by the DISTRICT at its sole cost and expense).~~ Said maintenance shall be solely based upon the VILLAGE's determination of appropriate conditions. The VILLAGE shall also be solely responsible for the costs related to the operation or maintenance of an aeration system used in the pPond. The VILLAGE shall be solely responsible for the overall appearance and water quality of the pPond.
- F.G. Be solely responsible for any and all adverse impacts on the Park Property or surrounding properties resulting from the PLAN OR THE PROJECT.

Formatted: List Paragraph, Left, No bullets or numbering

**4. SURVEY, DESIGN AND CONSTRUCTION OF THE PROJECT.** The VILLAGE shall proceed with the design, bidding, contract award, and construction of the PROJECT, in accordance with the PLAN. The VILLAGE shall make reasonable efforts to complete the PROJECT prior to December 31, 2014.

**5. VILLAGE INDEMNIFICATION OF THE DISTRICT.** The VILLAGE shall indemnify and hold harmless the DISTRICT ~~and~~ and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind which may arise, either directly or indirectly, out of the acts or omissions of the VILLAGE, or its elected or appointed officials, officers, agents, employees, consultants or contractors, in connection with arising from the design, or construction or maintenance of the PROJECT, or the exercise or performance of any of the VILLAGE'S rights

or obligations under this Agreement. The VILLAGE further agrees to require any contractor to include the DISTRICT, and its elected and appointed officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the PROJECT, which insurance policies shall be written with insurers and in amounts and providing such coverage as shall be reasonably satisfactory to the DISTRICT.

6. **DISTRICT INDEMNIFICATION OF THE VILLAGE.** The DISTRICT shall indemnify and hold harmless the VILLAGE, and its elected and appointed officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments in connection with any and all claims for damages of any kind ~~which may to the extent they~~ arise, either directly or indirectly, out of the negligent acts or omissions of the DISTRICT, or its elected or appointed officials, officers, agents, employees, consultants or contractors, ~~pursuant to~~ under this Agreement.

7. **NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in Sections 5 or 6 above, or in any other provision of this Agreement, is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

8. **NOTICES.** Notice or other writings which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

A. If to the VILLAGE:

Village Manager  
Village of Lombard  
255 East Wilson Avenue  
Lombard, Illinois 60148

B. If to the PARK DISTRICT:

Executive Director  
Lombard Park District  
227 West Parkside Avenue  
Lombard, Illinois 60148

or to such other address, or additional parties, as either Party may from time to time designate in a written notice to the other Party. Service by certified mail shall be deemed given on the third day following the mailing of said notice, and service by personal delivery shall be deemed given upon actual delivery.

9. **COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

10. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding between the Parties and supersedes any prior understanding or written or oral agreements between them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between and among the Parties hereto relating to the subject matter of this Agreement which are not fully expressed herein.

11. **EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement as set forth below.

IN WITNESS WHEREOF, the VILLAGE, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Clerk; and the DISTRICT, pursuant to authority granted by the adoption of a [Motion/Resolution] by its Board of Park Commissioners, has caused this Agreement to be signed by its President and attested by its Secretary.

VILLAGE OF LOMBARD

By: \_\_\_\_\_  
William J. Mueller, Village President

ATTEST:

\_\_\_\_\_  
Brigitte O'Brien, Village Clerk

Dated: \_\_\_\_\_

LOMBARD PARK DISTRICT

By: \_\_\_\_\_  
Janice Mills, President

ATTEST:

\_\_\_\_\_

Paul W. Friedrichs, Secretary

Dated: \_\_\_\_\_

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named William J. Mueller and Brigitte O'Brien, personally known to me to be the Village President and Village Clerk the Village of Lombard, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Village Clerk, respectively, appeared before me this day in person and severally acknowledged that as such Village President and Village Clerk they signed and delivered the signed instrument, pursuant to authority given by the Village of Lombard, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lombard, for the uses and purposes therein set forth, and that said Village Clerk, as custodian of the corporate seal of said Village of Lombard, caused said seal to be affixed to said instrument as said Village Clerk's own free and voluntary act and as the free and voluntary act of said Village of Lombard, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_ day of \_\_\_\_\_, 2012.

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF DuPAGE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named \_\_\_\_\_ and \_\_\_\_\_, personally known to me to be the President and Secretary of the Board of Park Commissioners of the Lombard Park District, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the signed instrument, pursuant to authority given by the Board of Park Commissioners of the Lombard Park District, as their free and voluntary act, and as the free and voluntary act and deed of said Board of Park Commissioners of the Lombard Park District, for the uses and purposes therein set forth, and that said Secretary, as custodian of the corporate seal of said Lombard Park District, caused said seal to be affixed to said instrument as said Secretary's own free and voluntary act and as the free and voluntary act of said Lombard Park District, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

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

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



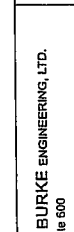


TERRACE VIEW POND IMPROVEMENTS  
GENERAL NOTES

TITLE	DESIGN	DATE	ISS
	CONTRACT		
	PLANS	2/21/2012	
	PLAT DATE		
	CAD USER		
	MODEL		
	NATURE OF REVISION		
	FILE NAME	I:\Projects\2011\11025K\CONTRACT\11025K.DWG	

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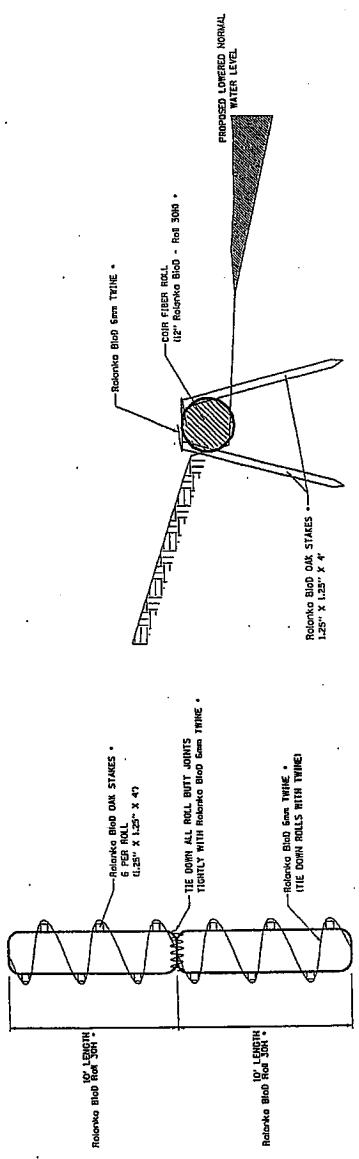
VILLAGE OF LOMBARD



CLIENT  
**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9375 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(617) 923-6550

1. ALL REVISIONS TO STANDARD SPECIFICATIONS IN THESE GENERAL NOTES SHALL BE INTERPRETED TO MEAN THE STANDARD SPECIFICATIONS, STANDARD AND SPECIAL PROVISIONS.
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- STANDARD SPECIFICATIONS AND SPECIAL PROVISIONS**
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- GENERAL NOTES**
1. THE CONTRACTOR SHALL PROTECT AND MAINTAIN ALL UTILITIES, STRUCTURES, AND EQUIPMENT LOCATED ON THE PROJECT SITE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- CONSTRUCTION Methods and Details**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- Materials and Workmanship**
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- Site Preparation and Clearing**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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- Excavation and Foundation**
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- Structural Elements**
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  3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
- Finishes and Details**
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- Final Inspection and Closeout**
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
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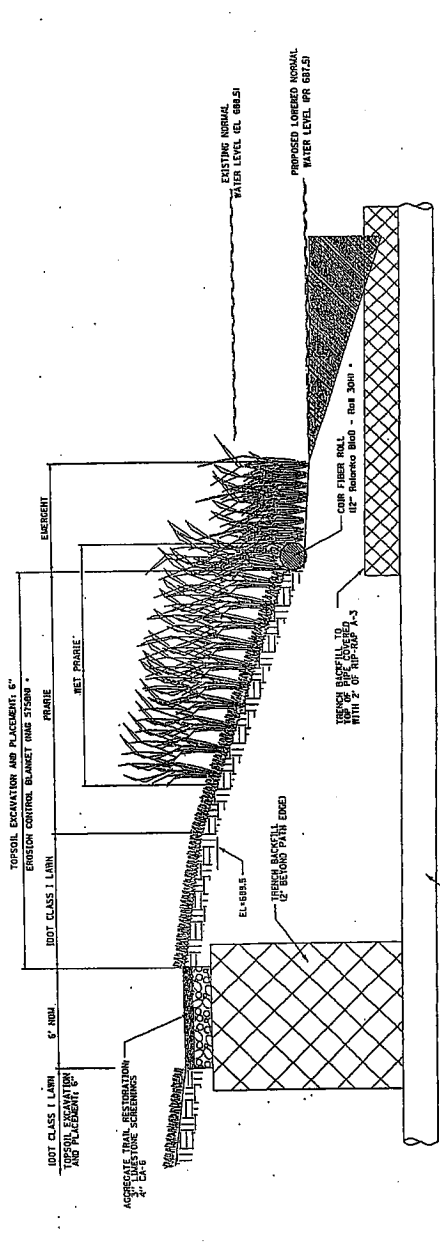




PLAN VIEW

• OR APPROVED EQUAL

COIR LOG ROLL DETAILS



SHORELINE SEEDING AND RESTORATION DETAIL  
(WITH IN GRADED/DISTURBED AREA)


• OR APPROVED EQUAL

- EMERGENT SEEDING - MUDFLAT AND FIBER ROLL
- WET PRAIRIE SEEDING - FIBER ROLL TO 691.5
- PRAIRIE - TOE OF SLOPE TO MATCH LIMIT OF ADJOINING PRAIRIE PLANTS
- 1 DOT CLASS 1 LAWN MIX - INSTALL BEYOND NATIVE LIMIT

PROJ. NO.	110055
DATE	02/20/12
SHEET	4 OF 16

TERRACE VIEW POND IMPROVEMENTS  
TYPICAL SECTIONS

DESIGN	DATE	SCALE	BY	CHKD.
N/S	2/21/2012	AS SHOWN	MMW/STP	STP
FILE NAME	I:\Village of Lombard\2011\2011-2012\2011-2012.dwg			

CLIENT:  VILLAGE OF LOMBARD

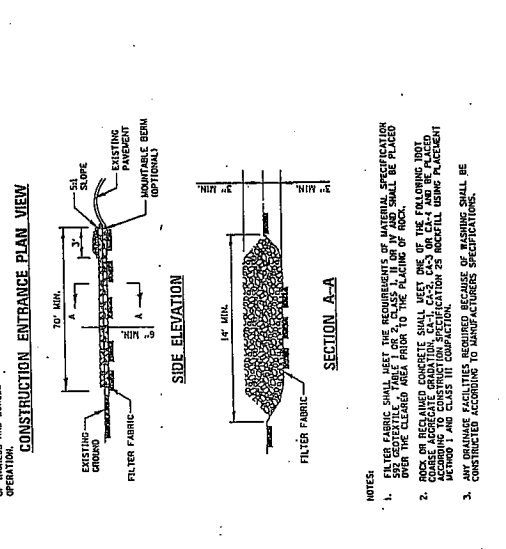
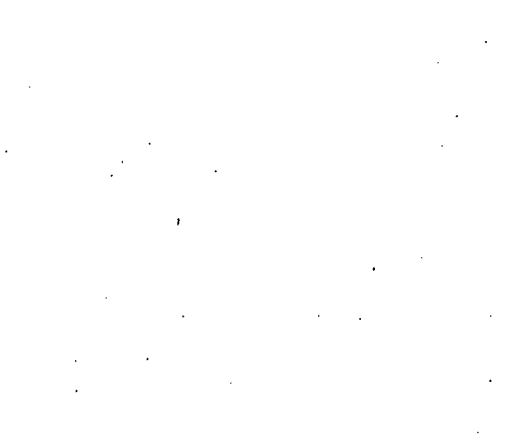
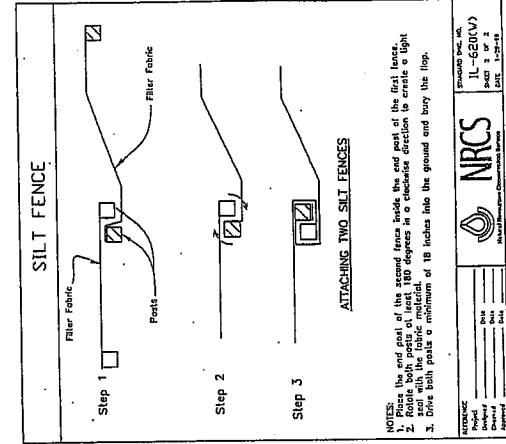
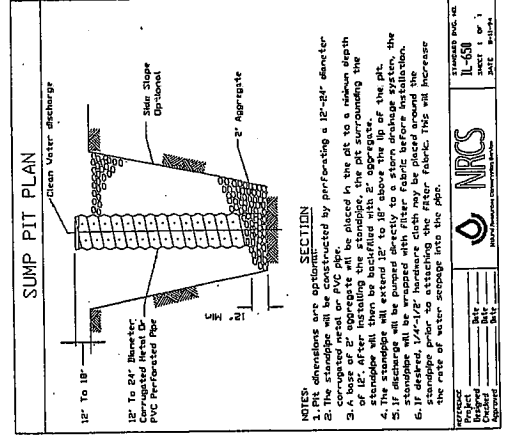
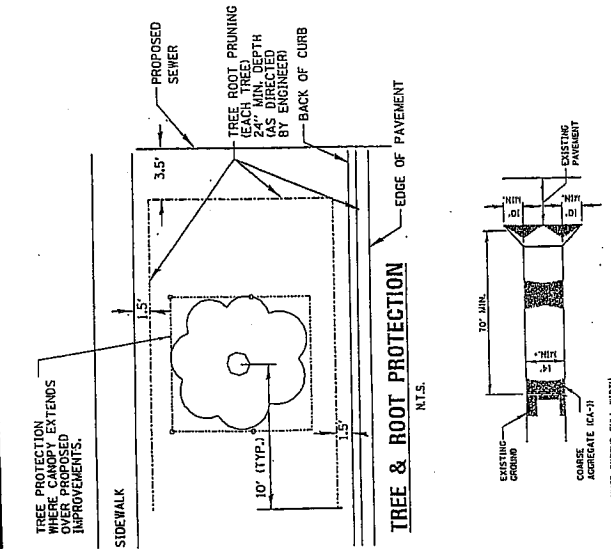
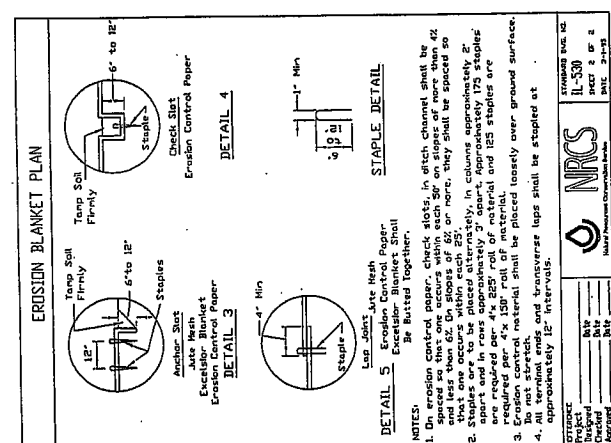
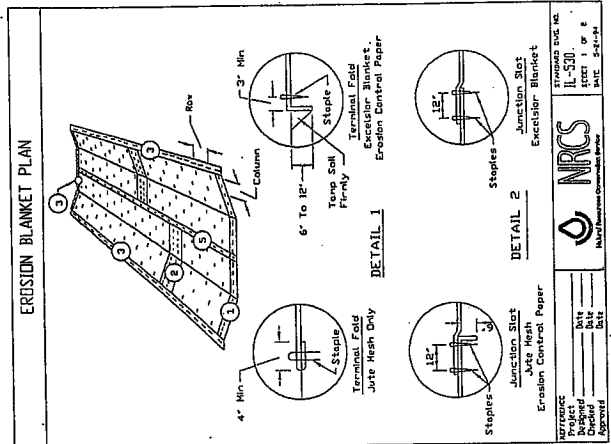
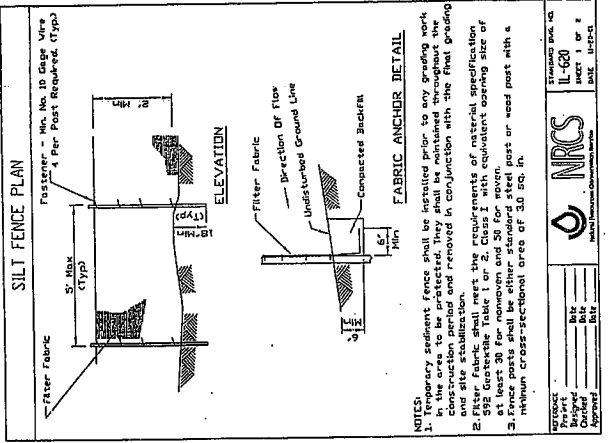
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Rosemont, Illinois 60018  
(847) 823-4500











**VILLAGE OF LOMBARD**

**TERRACE VIEW POND IMPROVEMENTS**

**EROSION CONTROL DETAILS**

CLIENT: [Name]  
PROJECT: [Project Name]  
DATE: [Date]  
SHEET: 8 OF 15

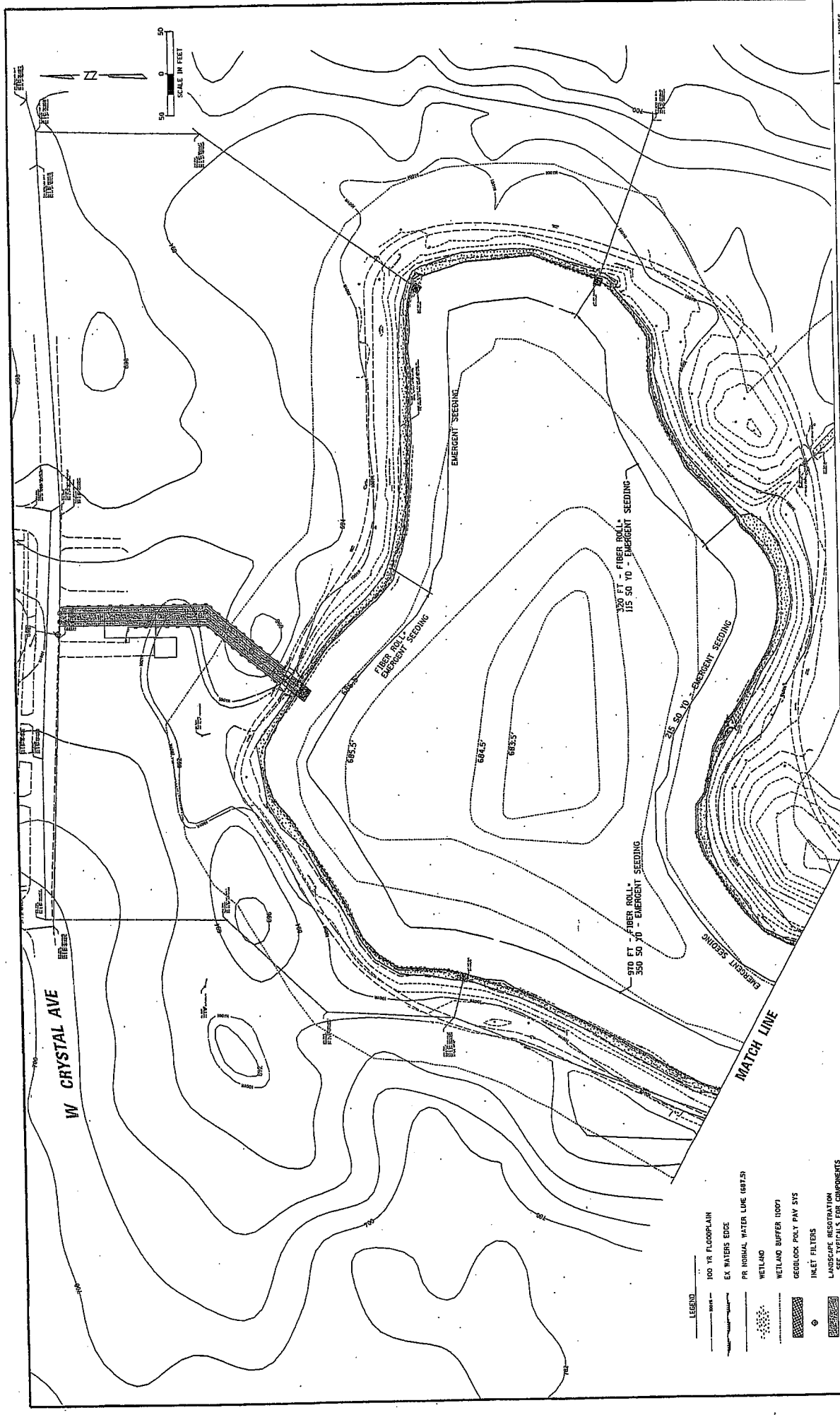
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CHECKED: [Name]  
DATE: 2/27/2012  
DRAWN: [Name]  
DATE: [Date]

FILE NAME: [Path]

STABILIZED CONSTRUCTION ENTRANCE

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
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Rosemont, Illinois 60016  
(847) 823-1000



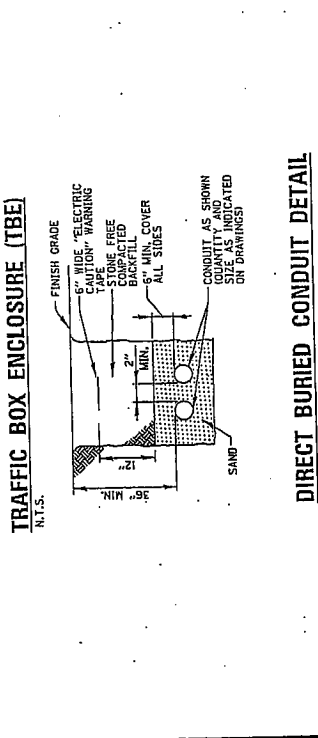
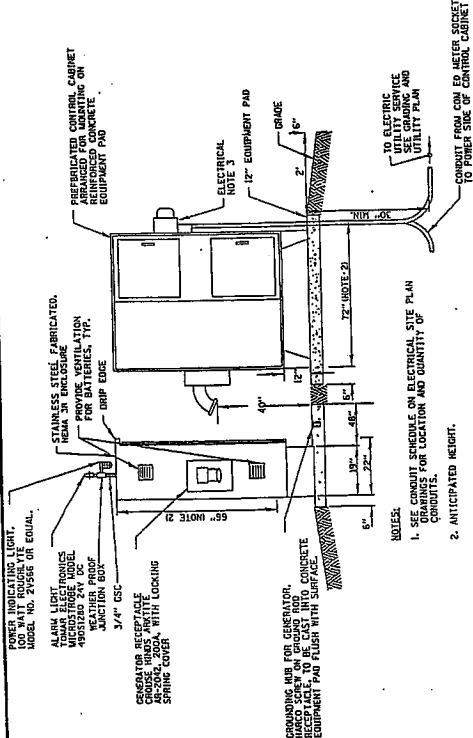


- LEGEND**
- 100 YR FLOODPLAIN
  - EX WATERS EDGE
  - PR NORMAL WATER LINE (887.5)
  - WETLAND
  - WETLAND BUFFER (100')
  - GEOLOGIC POLY PAV SYS
  - INLET FILTERS
  - LANDSCAPE RESTORATION  
SEE TYPICALS FOR COMPONENTS

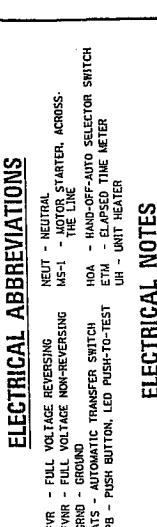
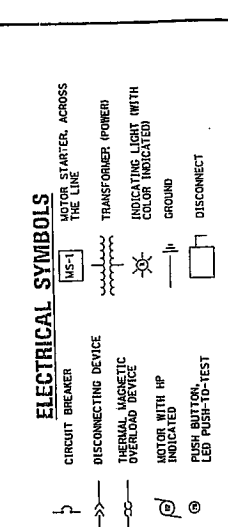
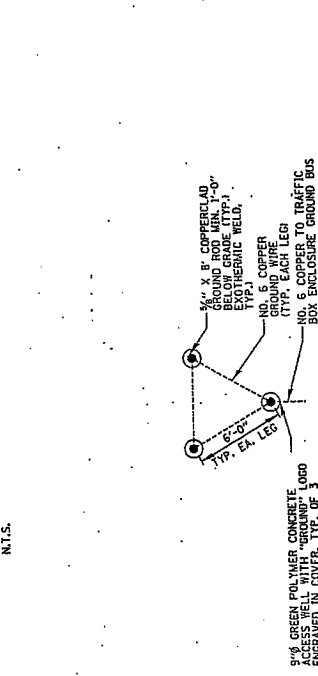
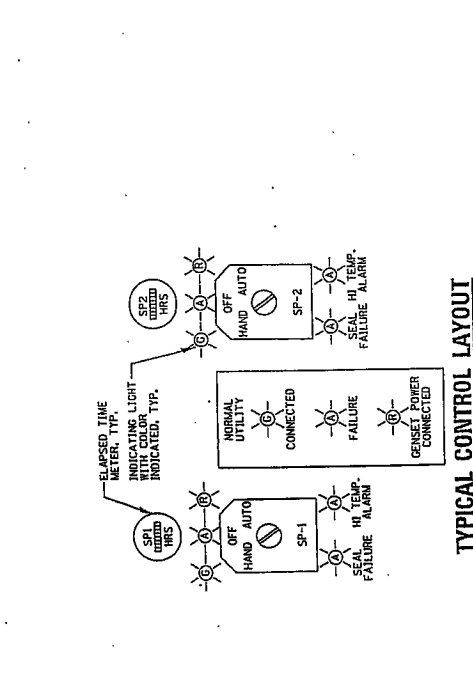
<b>VILLAGE OF LOMBARD</b>		<b>TERRACE VIEW POND IMPROVEMENTS WETLAND, BUFFER &amp; RIPARIAN PLAN</b>	
CLIENT:		PROJ. NO. 110255	
CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (647) 825-0500		DATE: 02/20/12	
NO. DATE NATURE OF REVISION		SHEET 9 OF 15	
FILE NAME: \N:\cbe\110255\110255.dwg		DRAWN: JAA	
CHECKED: JAA		DATE: 02/21/12	
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DESIGNED: JAA		DATE: 02/21/12	
DRAWN: JAA		DATE: 02/21/12	







DESCRIPTION	LOAD CAPACITY	CIRCUIT NOS.	CIRCUIT NOS.	CIRCUIT NOS.	CIRCUIT NOS.	SIZES		DESCRIPTION
						AVE. LOAD	POLES	
60 AMP BUS RATING 120/240 VOLTS						120/240	4	3 PHASE 4 WIRE
BATTERY CHARGER	150	20A	1	20A	100	20A	100	VENTILATORS FORCE AIR HEATER
CONTROL CIRCUIT	20A	3	20A	100		20A	100	POWER MONITOR
24V DC	20A	4	20A	100		20A	100	120V GR. RECEPTACLE
24V DC	20A	5	20A	100		20A	100	START/STOP
24V DC	20A	6	20A	100		20A	100	SPARE
24V DC	20A	7	20A	100		20A	100	SPARE
24V DC	20A	8	20A	100		20A	100	SPARE
24V DC	20A	9	20A	100		20A	100	SPARE
24V DC	20A	10	20A	100		20A	100	SPARE
24V DC	20A	11	20A	100		20A	100	SPARE



- ELECTRICAL NOTES**
- POWER/CONTROL CABLES INTEGRALLY WIRED AND PROVIDED WITH RESPECTIVE PUMPING UNITS, AND/OR FLAYS ARE PROVIDED AS REQUIRED. CABLE LENGTHS TO BE CONTINUOUS AND UNSPLICED.
  - PROVIDE SEPARATE CONDUITS FOR CABLEING AS NOTED.
  - CONED METER, GEMETER FURNISHED BY COMED AND CONECTOR, INSTALLATION PER COMED REQUIREMENTS.
  - THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL NECESSARY COORDINATION FOR THE REQUIRED ELECTRICAL SERVICE.
  - EXACT LOCATION OF BURIED AND/OR BURIED CONDUITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR SUBJECT TO THE REVIEW OF THE OWNER'S REPRESENTATIVE. ACTUAL NUMBER OF CONDUITS SHALL BE AS REQUIRED.
  - TRIP RATINGS SHOWN OR SPECIFIED ARE FOR MOTOR HORSEPOWER ANTICIPATED. SELECTED EQUIPMENT HORSEPOWER MAY BE LARGER OR SMALLER AND NOTED. CONTRACTOR TO VERIFY ACTUAL EQUIPMENT PROVIDED.
  - GROUND PADS TO BE MINIMUM 6" ABOVE GRADE.
  - GROUND RODS SHALL BE USED FOR GROUNDING. MINIMUM SIZE SHALL BE 3/4" DIA. COPPERWELD WITH 1/2" WALL THICKNESS. MINIMUM SIZE SHALL BE 6" DIA. WITH 1/2" WALL THICKNESS. SEE SPECIFICATIONS AND MEET OTHER APPROVALS.
  - UNLESS OTHERWISE SPECIFIED OR SHOWN ON THE DRAWINGS, USE RIGID GALVANIZED STEEL RIGID CONDUIT. ALL CONDUIT SHALL BE RIGIDLY SUPPORTED.
  - TIME DELAY RELAYS AND MOTOR STARTERS FOR EACH PUMP SHALL BE PROVIDED WITH A 0-60 SECOND, ADJUSTABLE TIME DELAY RELAY. RELAYS SHALL BE ADJUSTABLE IN 5 SECOND INTERVALS.
  - THE CONTRACTOR SHALL FURNISH AND INSTALL CONDUITS FOR ALL ELECTRICAL DEVICES SUBJECT TO THE REVIEW OF THE OWNER'S REPRESENTATIVE. SEE CHANGED AND AUTOMATIC OPERATION OF THE PUMP STATION, AS SPECIFIED.
  - PROVIDE GFCI PROTECTION FOR ALL POWER RECEPTACLES.
  - THE ELECTRICAL DEVICES/COMPONENTS/CONTROLLER MUST BE LISTED FOR USE BY A NATIONALLY RECOGNIZED TESTING LABORATORY.
  - AS BUILT DRAWINGS SHALL BE PROVIDED INCLUDING FIELD VERIFICATION BY THE CONTRACTOR.
  - INSTALLATION SHALL COMPLY WITH NATIONAL ELECTRICAL CODE REQUIREMENT FOR CLASS 1, DIVISION 1, GROUP D.
  - STANDBY GENERATOR TO BE OF THE NATURAL GAS DRIVEN TYPE.
  - PROVIDE 3-PHASE FAILURE MONITOR AS PART OF THE PUMP CONTROLLER TO DROP OUT PUMPS UPON LOSS OF ANY PHASE LEG.
  - PLUG-IN RECEPTACLE FOR PORTABLE STANDBY ELECTRIC GENERATOR SET. CONTRACTOR TO PROVIDE RECEPTACLE CONFIGURATION WITH OWNER. PORTABLE GENERATOR IS NOT PART OF THIS CONTRACT.

**TERRACE VIEW POND IMPROVEMENTS  
STORM WATER PUMP STATION  
PUMP STATION DETAILS - 1**

PROJ. NO.	10835
DATE	06/20/12
SHEET NO.	OF 15

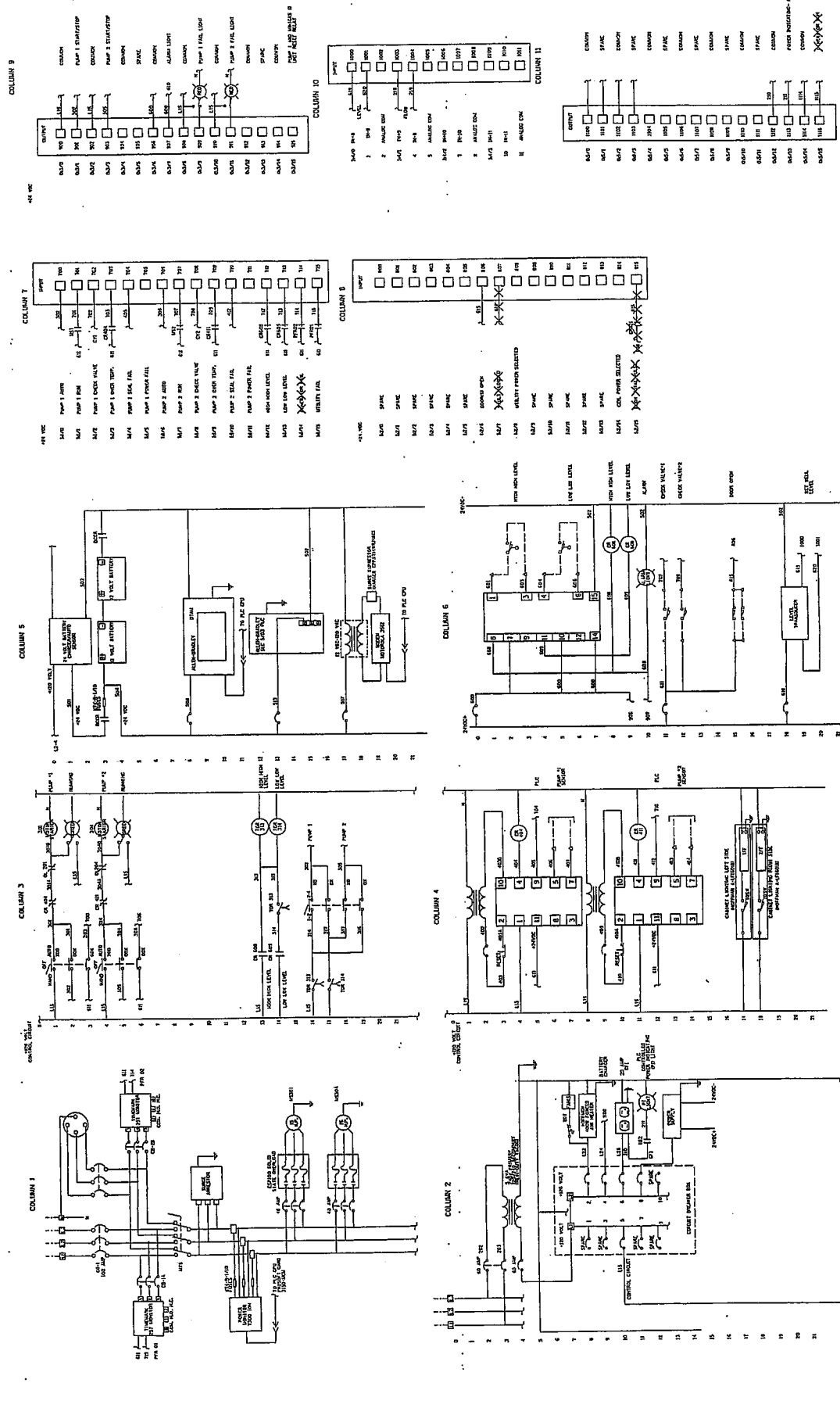
**VILLAGE OF LOMBARD**

CLIENT:

**CHRISTOPHER B. BURKE ENGINEERING, LTD.**  
9575 W. Higgins Road, Suite 600  
Rosemont, Illinois 60018  
(847) 823-0500







PROJ. NO. 11055E  
 DATE 07/20/12  
 SHEET 15 OF 15

TERRACE VIEW POND IMPROVEMENTS  
 STORM WATER PUMP STATION  
 PUMP STATION DETAILS - 4

REVISIONS

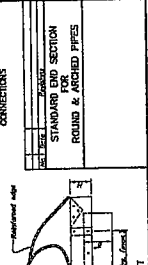
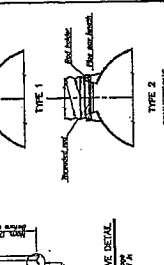
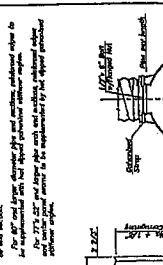
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CLIENT: VILLAGE OF LOMBARD

CHRISTOPHER B. BURKE ENGINEERING, LTD.  
 9575 W. Higgins Road, Suite 600  
 Rosemont, Illinois 60018  
 (647) 828-0500

NO. 1000

**GENERAL NOTES**  
 1. See the notes on the drawings for a complete list of materials to be used.  
 2. All work shall be in accordance with the specifications for the project.  
 3. The contractor shall be responsible for obtaining all necessary permits.  
 4. The contractor shall be responsible for the safety of all workers.  
 5. The contractor shall be responsible for the protection of all existing utilities.  
 6. The contractor shall be responsible for the removal of all debris.  
 7. The contractor shall be responsible for the maintenance of all equipment.  
 8. The contractor shall be responsible for the completion of all work by the specified date.  
 9. The contractor shall be responsible for the payment of all bills.  
 10. The contractor shall be responsible for the coordination of all work.



**END SECTIONS FOR ROUND PIPE**

Size	Length	Weight	Material
1/2"	12	0.15	304
1/2"	18	0.23	304
1/2"	24	0.30	304
1/2"	30	0.38	304
1/2"	36	0.45	304
1/2"	42	0.53	304
1/2"	48	0.60	304
1/2"	54	0.68	304
1/2"	60	0.75	304
1/2"	66	0.83	304
1/2"	72	0.90	304
1/2"	78	0.98	304
1/2"	84	1.05	304
1/2"	90	1.13	304
1/2"	96	1.20	304
1/2"	102	1.28	304
1/2"	108	1.35	304
1/2"	114	1.43	304
1/2"	120	1.50	304
1/2"	126	1.58	304
1/2"	132	1.65	304
1/2"	138	1.73	304
1/2"	144	1.80	304
1/2"	150	1.88	304
1/2"	156	1.95	304
1/2"	162	2.03	304
1/2"	168	2.10	304
1/2"	174	2.18	304
1/2"	180	2.25	304
1/2"	186	2.33	304
1/2"	192	2.40	304
1/2"	198	2.48	304
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1/2"	282	3.53	304
1/2"	288	3.60	304
1/2"	294	3.68	304
1/2"	300	3.75	304
1/2"	306	3.83	304
1/2"	312	3.90	304
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1/2"	1086	13.58	304
1/2"	1092	13.65	304
1/2"	1098	13.73	304
1/2"	1104	13.80	304
1/2"	1110	13.88	304
1/2"	1116	13.95	304
1/2"	1122	14.03	304
1/2"	1128	14.10	304
1/2"	1134	14.18	304
1/2"	1140	14.25	304
1/2"	1146	14.33	304
1/2"	1152	14.40	304
1/2"	1158	14.48	304
1/2"	1164	14.55	304
1/2"	1170	14.63	304
1/2"	1176	14.70	304
1/2"	1182	14.78	304
1/2"	1188	14.85	304
1/2"	1194	14.93	304
1/2"	1200	15.00	304

**END SECTIONS FOR ARCHED PIPE**

Size	Length	Weight	Material
1/2"	12	0.15	304
1/2"	18	0.23	304
1/2"	24	0.30	304
1/2"	30	0.38	304
1/2"	36	0.45	304
1/2"	42	0.53	304
1/2"	48	0.60	304
1/2"	54	0.68	304
1/2"	60	0.75	304
1/2"	66	0.83	304
1/2"	72	0.90	304
1/2"	78	0.98	304
1/2"	84	1.05	304
1/2"	90	1.13	304
1/2"	96	1.20	304
1/2"	102	1.28	304
1/2"	108	1.35	304
1/2"	114	1.43	304
1/2"	120	1.50	304
1/2"	126	1.58	304
1/2"	132	1.65	304
1/2"	138	1.73	304
1/2"	144	1.80	304
1/2"	150	1.88	304
1/2"	156	1.95	304
1/2"	162	2.03	304
1/2"	168	2.10	304
1/2"	174	2.18	304
1/2"	180	2.25	304
1/2"	186	2.33	304
1/2"	192	2.40	304
1/2"	198	2.48	304
1/2"	204	2.55	304
1/2"	210	2.63	304
1/2"	216	2.70	304
1/2"	222	2.78	304
1/2"	228	2.85	304
1/2"	234	2.93	304
1/2"	240	3.00	304
1/2"	246	3.08	304
1/2"	252	3.15	304
1/2"	258	3.23	304
1/2"	264	3.30	304
1/2"	270	3.38	304
1/2"	276	3.45	304
1/2"	282	3.53	304
1/2"	288	3.60	304
1/2"	294	3.68	304
1/2"	300	3.75	304
1/2"	306	3.83	304
1/2"	312	3.90	304
1/2"	318	3.98	304
1/2"	324	4.05	304
1/2"	330	4.13	304
1/2"	336	4.20	304
1/2"	342	4.28	304
1/2"	348	4.35	304
1/2"	354	4.43	304
1/2"	360	4.50	304
1/2"	366	4.58	304
1/2"	372	4.65	304
1/2"	378	4.73	304
1/2"	384	4.80	304
1/2"	390	4.88	304
1/2"	396	4.95	304
1/2"	402	5.03	304
1/2"	408	5.10	304
1/2"	414	5.18	304
1/2"	420	5.25	304
1/2"	426	5.33	304
1/2"	432	5.40	304
1/2"	438	5.48	304
1/2"	444	5.55	304
1/2"	450	5.63	304
1/2"	456	5.70	304
1/2"	462	5.78	304
1/2"	468	5.85	304
1/2"	474	5.93	304
1/2"	480	6.00	304
1/2"	486	6.08	304
1/2"	492	6.15	304
1/2"	498	6.23	304
1/2"	504	6.30	304
1/2"	510	6.38	304
1/2"	516	6.45	304
1/2"	522	6.53	304
1/2"	528	6.60	304
1/2"	534	6.68	304
1/2"	540	6.75	304
1/2"	546	6.83	304
1/2"	552	6.90	304
1/2"	558	6.98	304
1/2"	564	7.05	304
1/2"	570	7.13	304
1/2"	576	7.20	304
1/2"	582	7.28	304
1/2"	588	7.35	304
1/2"	594	7.43	304
1/2"	600	7.50	304
1/2"	606	7.58	304
1/2"	612	7.65	304
1/2"	618	7.73	304
1/2"	624	7.80	304
1/2"	630	7.88	304
1/2"	636	7.95	304
1/2"	642	8.03	304
1/2"	648	8.	



**Exhibit "B"**

**LEGAL DESCRIPTION OF THE WEST CRYSTAL PARCEL**

**115 W. Crystal Street  
Lombard, Illinois 60148**

LOT 12 IN SALVATORI'S SUBDIVISION OF LOT "A" IN ELMORE'S NORTH VIEW, A SUBDIVISION IN THE NORTH HALF OF SECTION 6, TOWNSHIP 39 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF SAID SALVATORI'S SUBDIVISION RECORDED MARCH 26, 1958 AS DOCUMENT 874722, IN DUPAGE COUNTY, ILLINOIS.