

RESOLUTION NO. 24-R-29

**A RESOLUTION TO APPROVE AN INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ROLLING MEADOWS AND THE ROLLING MEADOWS
PARK DISTRICT FOR MAINTENANCE OF BIOSWALE AND LANDSCAPE
IMPROVEMENTS AT KIMBALL HILL PARK**

WHEREAS, the City of Rolling Meadows (“City”) is responsible for creating and maintaining critical stormwater management infrastructure; and

WHEREAS, the City utilized \$83,479.04 in grant funds from the Illinois Environmental Protection Agency’s (IEPA’s) Green Infrastructure Grant Opportunities (GIGO) program to construct a 350 linear foot bioswale that included tree removal, erosion control, grading, seeding and planting of the bioswale that empties into an expanded pocket wetland, all for the purpose of improving stormwater detention and providing water quality benefits including decreased flooding to Salt Creek (“Project”); and

WHEREAS, the Project was constructed on a corridor of the Property located between Kimball Hill Elementary School and a section of commercial property to the south, owned by the Rolling Meadows Park District (“District”) described as Public Utility and Drainage Easement B (PU&DE-B) (“Project Location”), included as Exhibit 1 to the Intergovernmental Agreement (IGA) attached hereto as Exhibit “A”, and

WHEREAS, the City, and the District, collectively referred to herein as “Parties”, share a common interest in maintaining native landscaping in a bio-swale that was constructed by the City on property owned by the District described as PIN # 02-25-308-030, which is part of Lot K in Rolling Meadows Unit No. 4, being a subdivision of part of the south half of section 25 and part of the north half of Section, 26, Township 42 North, Range 10, East of the Third Principal Meridian (“Property”); and

WHEREAS, pursuant to Agreement NO 21GGIGO07 between the City and the IEPA, the City created an Operation and Maintenance (O&M) Plan (included as Exhibit 2 to the IGA attached hereto as Exhibit “A”) to ensure long-term viability of the Project; and also agreed to enter into a legally binding agreement with the District to ensure the Project is maintained as designed and that the O&M Plans are implemented for a period of time not less than 10 years; and

WHEREAS, it is the City’s intent to assume responsibility for the routine maintenance of the Project on the District’s property in compliance with the requirements and recommendations of O&M Plans included as Exhibit 2 to the IGA attached hereto as to Exhibit “A”; and

WHEREAS, it is the District’s intent to continue all other maintenance on its property that is not part of the Project; and

WHEREAS, it would be in the best interest of the citizens of Rolling Meadows to execute the attached agreement, in substantially the form shown in the attached Exhibit “A”, except as may be modified by the City Manager with review and consent from the City Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF ROLLING MEADOWS, ILLINOIS, as follows;

Section 1. Recitals. The recitals set forth above are hereby incorporated into and made a part of this Resolution as though set forth in this Section 1.

Section 2. Approval. The Mayor and City Council hereby authorize the Intergovernmental Agreement with the Rolling Meadows Park District for the Maintenance of the Park Street Storm Sewer Bio-Swale, in substantially the form attached hereto as Exhibit "A", except as may be modified by the City Manager with review and consent from the City Attorney.

Section 3. Effective Date. This Resolution shall be in full force and effect after its approval in the manner provided by law.

AYES: Reytez, Koehler, McHale, Budmats, O'Brien, Vinezeano

NAYS: 0

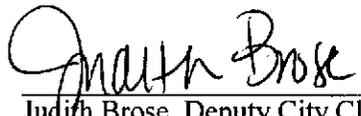
ABSENT: Boucher

Passed and approved this 12th Day of March, 2024.



Lara Sanoica, Mayor

ATTEST:



Judith Brose, Deputy City Clerk

EXHIBIT A

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ROLLING MEADOWS
AND THE ROLLING MEADOWS PARK DISTRICT
FOR MAINTENANCE OF BIOSWALE LANDSCAPE IMPROVEMENTS
AT KIMBALL HILL PARK**

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into on this March 12, 2024 by and between the City of Rolling Meadows ("City") and the Rolling Meadows Park District ("District"), collectively referred to as the "Parties."

WITNESSETH

WHEREAS, the City, and the District, collectively referred to herein as "Parties", share a common interest in maintaining native landscaping in a bio-swale that was constructed by the City on property owned by the District described as PIN # 02-25-308-030, which is part of Lot K in Rolling Meadows Unit No. 4, being a subdivision of part of the south half of section 25 and part of the north half of Section, 26, Township 42 North, Range 10, East of the Third Principal meridian ("Property"); and

WHEREAS, the City utilized \$83,479.04 in grant funds from the Illinois Environmental Protection Agency's (IEPA's) Green Infrastructure Grant Opportunities (GIGO) program to construct a 350 linear foot bioswale that included tree removal, erosion control, grading, seeding and planting of the bioswale that empties into an expanded pocket wetland, all for the purpose of improving stormwater detention and providing water quality benefits including decreased flooding to Salt Creek ("Project"); and

WHEREAS, the Project was constructed on a corridor of the Property located between Kimball Hill Elementary School and a section of commercial property to the south, described as Public Utility and Drainage Easement B (PU&DE-B) ("Project Location"), attached hereto as Exhibit 1; and

WHEREAS, pursuant to Agreement NO 21GGIGO07 between the City and the IEPA, the City created an Operation and Maintenance (O&M) Plan (attached hereto as Exhibit 2) to ensure long-term viability of the Project; and also agreed to enter into a legally binding agreement with the Property owner to ensure the Project is maintained as designed and that the O&M Plans are implemented for a period of time not less than ten (10) years; and

WHEREAS, it is the City's intent to assume responsibility for the routine maintenance of the Project on the District's property in compliance with the requirements and recommendations of O&M Plans attached as Exhibit 2; and

WHEREAS, it is the District's intent to continue all other maintenance on its property that is not part of the Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties hereby agree as follows:

SECTION 1. Recitals: The Recitals of set forth in this Agreement, are expressly made a part of this Agreement.

SECTION 2. Approval: The Mayor and City Council hereby authorize this Intergovernmental Agreement between the City and the District.

SECTION 3. City's Responsibilities: The City, in consideration for the Agreement, hereby agrees to maintain the Project in compliance with the O&M Plans attached hereto as Exhibit 2.

EXHIBIT A

SECTION 4. District's Responsibilities: The District, in consideration for the Agreement, hereby agrees that except as provided in Section 3 above, to perform all other maintenance responsibilities for the Project Location and the remainder of the Property.

SECTION 5. Effective Date and Term: The responsibilities of the Parties for maintenance as outlined in this Agreement shall be effective immediately upon approval by both Parties, and shall remain in effect for ten (10) years thereafter, or until such time that the Parties mutually agree to extend the Agreement.

SECTION 6: Additional Maintenance: The Parties shall each be responsible for funding the maintenance of the facilities they are accountable for under this Agreement. Any additional maintenance expenses required for unforeseen circumstances shall be discussed and resolved jointly.

SECTION 7. Notices: All notices required to be sent to the District shall be served by United States certified mail, postage prepaid, return receipt requested, to the District Manager at the following address:

Executive Director
Rolling Meadows Park District
3000 Central Road
Rolling Meadows, IL 60008

or by personal delivery of any such notice delivered to an employee of the District at its administration offices during the regular business hours of the office.

All notices required hereunder, to be sent to the City shall be served in writing by United States certified mail, postage prepaid, return receipt requested, to the City Manager at the following address:

City Manager
City of Rolling Meadows
3600 Kirchoff Road
Rolling Meadows, Illinois 60008

or by personal delivery of any such notice delivered to an employee of the City at its administration offices during the regular business hours of the office.

SECTION 8. Severability: It is mutually understood and agreed that all agreements and covenants in this Agreement are severable and that in the event any of them shall be held to be invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained in this Agreement.

SECTION 9. Assignment: The Parties may not assign, transfer or otherwise convey its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of any successor entity that may assume and perform the duties of

EXHIBIT A

either party.

SECTION 10. Entire Understanding: This Agreement sets forth the entire understanding of the Parties and may only be amended or modified by a written instrument signed by the parties except as otherwise provided herein.

SECTION 11. Validity: If any provisions of this Agreement are invalid for any reason, such invalidation shall not render invalid any provisions of this Agreement which can be given effect without the invalid provision.

SECTION 12: This Agreement shall be construed in accordance with the law and constitution of the State of Illinois.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers this 12th day of March, 2024.

CITY OF ROLLING MEADOWS

ROLLING MEADOWS PARK DISTRICT

Lara Sanoica, Mayor

Emily Ford, President

ATTEST:

ATTEST:

Judith Brose, Deputy City Clerk

Signature

Printed Name

EXHIBIT 2

City of Rolling Meadows

**Kimball Hill Bioswale and Wetland O&M
Plan (21GIGO07)**

Prepared by:

BAXTER & WOODMAN
Consulting Engineers

www.baxterwoodman.com

September 2021
Rev. April 2023

**City of Rolling Meadows
Kimball Hill Bioswale and Wetland O&M Plan (21GIG007)**

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
1. INTRODUCTION	
1.1 Background.....	3
2. SEEDING MAINTENANCE FOR ESTABLISHMENT	
2.1 Maintenance Requirements	4
3. PERFORMANCE STANDARDS FOR VEGETATION	
3.1 Performance Standards Requirements.....	5

LIST OF TABLES

<u>Table</u>	<u>Page No.</u>
1 Maintenance Schedule	6

1. INTRODUCTION

1.1 Background

The Illinois EPA Green Infrastructure Grant Opportunities (GIGO) grant (21GIGO07) for the project requires the City of Rolling Meadows to maintain the installed best management practices (BMP) for at least 10 years from the completion of the BMPs. Rolling Meadows will either perform maintenance work using internal staff and/or contract with a qualified contractor to maintain the project following implementation and into perpetuity. This operation and maintenance plan has been developed to guide those charged responsible (as selected by Rolling Meadows) for maintaining the bioswale and wetland implemented under grant agreement 21GIGO07 for no less than 10 years from the date of completion.

The project is located within a corridor of public parkland between the Kimball Hill Elementary School, a section of commercial property, and Kimball Hill Park in Rolling Meadows, Cook County. This project serves as part of a larger storm water conveyance improvement effort that will assist in reducing rear yard, private property, and intersection flooding while improving water quality within the Salt Creek watershed. Specific maintenance tasks are detailed in the following sections.

2. SPECIES MAINTENANCE

2.1 Maintenance Requirements

Mowing to control weedy growth that is out-competing desirable vegetation is the most preferred method, rather than herbicide application. Mowing is done only two or three times per year and mowing can potentially be reduced further in the years following establishment. The seasonal timing of a well calculated mowing should be after weedy species intended to be controlled have reached a height at which they can be cut higher than the slower growing native vegetation, ideally after they have exhausted most of their growth potential for the season, but before seed development. For this reason a single mowing to height of 6-12 inches around late July through August is often the best option. This later timing for a mow also leaves grassland birds undisturbed during peak nesting periods. Herbicide application, according to product label, and/or mowing should be used to control woody species if present.

Selective herbicide application should be limited to areas where mowing is not possible or is not effective. A hand-held wick-type application to treat low level infestations of cattail (and other non-native weedy species) will provide the most safety for the installed wetland plants while reducing the cover of any weeds that may hinder the establishment of the installed species. Care should be taken to choose an herbicide appropriate for the target species and the wetness level of the treatment zone. The best application period is just before flowering of the non-native or weedy species, though it can be applied at any time as needed throughout the growing season.

Most native plant species are adapted to a natural regime of fire and limited grazing. Prescribed burning requires an Open Burning permit from the Illinois Environmental Protection Agency (IEPA), permission from the local fire departments, and a qualified, experienced contractor or crew. Burning should begin in late fall of the third growing season or spring of the fourth growing season. Burning should then be conducted at least every 3 years. Given the proximity of nearby structures and facilities, it is possible that burning may not be a viable maintenance option, but it would be worth consideration as it is a highly effective management strategy for native landscapes. Final determination of the use of this method is solely held by the City of Rolling Meadows.

3. PERFORMANCE STANDARDS FOR VEGETATION

3.1 Performance Standards Requirements

Performance standards are predetermined goals for guiding and measuring project success. These performance standards are based upon the importance and the quality of the native vegetation within the project area. The performance standards that are normally accepted by the U.S. Army Corps of Engineers, Chicago District (District) to be used as guidance for this project are as follows:

1. By the end of the third year, a native mean coefficient of conservatism value (native mean C value) of greater than or equal to 3.5 must be achieved, measured over the entire mitigation area. The native mean C value must increase each successive year after planting. Native plant species coefficients of conservatism are designated in Swink, Floyd and Gerould Wilhelm, Plants of the Chicago Region (Indianapolis: Indiana Academy of Science, 4th edition, 1994).
2. By the end of the third year, the native floristic quality index value (native FQI) must be greater than or equal to 20 as measured over the entire mitigation site. The native FQI must increase each successive year after planting. The floristic quality assessment method is described in Swink and Wilhelm, Plants of the Chicago Region.
3. The relative importance value of total native plants (RIV_n) must increase each successive year after planting.
4. By the end of the third year, none of the three most dominant plant species in any of the wetland community zones may be non-native species or weedy species, including but not limited to Typha angustifolia (Narrow-Leaved Cattail), Typha X glauca (Hybrid Cattail), Phragmites australis (Common Reed), Poa compressa (Canada Blue Grass), Poa pratensis (Kentucky Blue Grass), Lythrum salicaria (Purple Loosestrife), Salix interior (Sandbar Willow), Echinochloa crusgalli (Barnyard Grass) or Phalaris arundinacea (Reed Canary Grass), unless otherwise indicated.
5. If the native mean C value, native FQI and/or RIV_n have not increased from the previous year; any necessary corrective actions must be taken.
6. Please refer to City of Rolling Meadows for additional performance standards for reference.

TABLE 1

10-Year Maintenance Schedule

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
				X	X	X						
				X	X	X	X	X	X	X		
			X	X	X	X						
											X after 15th	X
			X	X	X							
						X	X	X				

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
	X	X	X								X	X
				X	X	X	X	X	X	X		
				X	X	X	X	X				
						X	X	X				