

**Wildwood Park District
Regular Board Meeting
33325 N. Sears Boulevard, Wildwood, IL 60030
Monday, August 21st, 2023, | 7:00pm
In-Person at Rule House**

Consistent with the requirements of the Illinois Compiled Statutes
5 ILCS 120/1 through 120/6 (Open Meetings Act), notices of this meeting were posted.
Location of the meeting: Rule House, 33325 N. Sears Boulevard, Wildwood, IL 60030

AGENDA

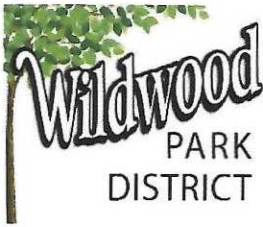
- I. Call to Order - Pledge of Allegiance**
- II. Roll Call**
- III. Approval of Agenda – Regular Board Meeting – Monday, August 21st, 2023**
- IV. Approval of Minutes**
 - A. Minutes of the Regular Board Meeting – Monday, July 17th, 2023**
- V. Matters from the Public**
- VI. Financial Report**
- VII. WSRA**
- VIII. GLCC Report**
- IX. Valley Lake Report**
- X. Staff Reports**
 - A. Recreation/Administration**
 - B. Maintenance**
 - C. Marketing/Promotions**
 - D. Park Safety**
- XI. Unfinished Business**
 - A. Valley Lake Stormwater Improvements DCEO/SMC Intergovernmental Agreement (IGA)**
 - B. Gages Lake Channel Piers Inquiry**
- XII. New Business**
 - A. Review and Amendment to Wildwood Park District Park Ordinance Section D Item 8 (Harvest Fest)**
 - B. FY 2022-2023 Annual Audit Report Lauterbach & Amen Review**
 - C. Approval of Black Lagoon Valley Lake Prorated Treatment Contract**
- XIII. Other Business**
- XIV. Matters from the Public**
- XV. Executive Session**
 - A. Personnel 5 ILCS 120/2(c)(1)**
- XVI. Adjournment**

The Wildwood Park District is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations in order to allow them to observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or facilities, are asked to contact the Park District at 847.223.7275 or email info@wildwoodparkdistrict.com.

The Board of Park Commissioners welcome public comments during all meetings.

Key rules governing participation

All comments will be limited to three (3) minutes per person and no longer than 30 minutes for all comments.



33325 N. Sears Blvd.
Wildwood, IL 60030
Phone: 847.223.7275
Fax: 847.223.2820
www.wildwoodparkdistrict.com

TO: Board of Commissioners
CC: All Staff
FROM: Brandon Magnini, Park District Manager
SUBJECT: Board Packet Attachments and Agenda Items
DATE: August 21st, 2023

Good afternoon, Commissioners,

Please find below brief explanations on the following Board attachments that correlate with the agenda items for the Monday, August 21st, 2023, Regular Board Meeting:

GLCC Report: Please find the attached quote/proposal map given to the GLCC from Black Lagoon in respect to lily pad treatment around our parks, (Pebble Beach Park Area 5, Boulder/Cove/Lake Shore Drive Parks Areas 1-4); and a section across the lake surrounding N. Lake Shore Drive and N. Prospect Drive. Treatment is expected to take place in late August. President Jante and I along with representatives from GLCC boated around the lake with Black Lagoon to identify areas to target. The GLCC will be covering the majority of the cost - with the Wildwood Park District contributing \$500.00 as approved by the Board at the July Regular Meeting.

The next GLCC meeting will be September 14th 7:00pm at Rule House.

Valley Lake Report: Please find attached Maj Kowalski's volunteer lake monitoring report for Valley Lake from July. I have also attached Black Lagoon's treatment report from 7/27. I am still awaiting the post-treatment report from 8/10.

Unfinished Business: Valley Lake Stormwater Improvements Project DCEO/SMC Intergovernmental Agreement (IGA)

Please find attached the final, executed IGA signed by President Jante. This IGA pertains to the Wildwood Park District's portion of the overall project and was vetted by the Park District and SMC's legal team.

New Business: Review and Amendment to Wildwood Park District Park Ordinance Section D Item 8 (Harvest Fest)

Please find attached the aforementioned section of WPD Park Ordinance forbidding the use of alcohol in the parks. As with the last two years, I recommended the Board approve a one-day amendment to the stated Ordinance to allow the consumption and sale of alcoholic beverages at Harvest Fest on Saturday, September 23rd, 2023, from 12:00pm-6:00pm. As before, no alcoholic drinks will be allowed to be brought into (or upon leaving) the event/park from the outside.

Approval of Black Lagoon Valley Lake Prorated Treatment Contract

Please find attached Black Lagoon's treatment contract for the pro-rated treatment of Valley Lake for four (4) scheduled treatments end of July-early September for official approval. As you are all aware, the Wildwood Park District officially cut contractual ties with Solitude Lake Management this summer as treatments were being missed, late, and treatment reports were not provided for months.

As always, please let me know if you have any questions, comments, or concerns.

Sincerely,

Brandon Magnini

Brandon Magnini, Park District Manager

**Wildwood Park District
Regular Board Meeting
Rule House 33325 N. Sears Boulevard Wildwood, IL 60030
July 17th, 2023, at 7:00pm**

Minutes

- I. Call to Order:** The meeting was called to order at 7:00pm. The Pledge of Allegiance was recited.
- II. Roll Call:**
Present: Commissioners Becky Jante, Anna Nelson, Frank Bruno, Dan Corrigan, Matt Brueck
Absent: None
- Park District Staff Present:** Brandon Magnini, Park Dist. Manager; Katherine Atkins, Accountant,
- III. Approval of Consent Agenda – Regular Board Meeting – Monday, July 17th, 2023**
Commissioner Jante entertained a motion to approve the Consent Agenda of the Regular Board Meeting of Monday, July 17th, 2023. So moved, Commissioner Nelson. Seconded, Commissioner Corrigan. All in favor, motion carries.
- IV. Approval of Minutes**
- A. Minutes of the Regular Board Meeting - Monday, June 19th, 2023**
Commissioner Jante entertained a motion to approve the Minutes of the Regular Board Meeting of Monday, June 19th, 2023. So moved, Commissioner Nelson. Seconded, Commissioner Corrigan. All in favor, motion carries.
- B. Semi-Annual Executive Session Minutes Review (5 ILCS 120/2.06)**
Park District Manager Magnini recommended to the Board that the Executive Session Minutes of 12/31/2021 & 8/15/2022 remain closed as part of every six-months closed session review timeline. Commissioner Jante entertained a motion to keep the Executive Session Minutes of 12/31/2021 & 8/15/2022 closed. So moved, Commissioner Corrigan. Seconded, Commissioner Bruno. All in favor, motion carries.
- V. Matters From the Public**
Lake County Board Member for District 3 Ann Maine was present. Ann Maine introduced herself to the Board as the Lake County Board representative that covers the Wildwood area and offered herself as a resource for the Park District and the Wildwood community at large.
- VI. Financial Report**
The Financial Report was read. Discussion. Commissioner Jante entertained a motion to accept the Financial Report. So moved, Commissioner Brueck. Seconded, Commissioner Nelson. Roll Call: Commissioner Bruno, aye, Commissioner Nelson, aye, Commissioner Corrigan, aye, Commissioner Brueck, aye, Commissioner Jante, aye. All in favor, motion carries.
- I. Rainy Day Fund – Discussion.** Commissioner Nelson discussed with the Board the continued purpose of the rainy-day fund (based on general savings for major emergencies, and/or major tree loss that insurance wouldn't cover) and potentially when to cap the yearly transfer of \$5,000.00. Discussion. Commissioner Brueck recommended that this practice continue on a yearly basis as additional savings couldn't hurt. \$70,484.00 is the current balance in the fund and is derived from the General Fund and is not capped or restricted for

use. Discussion. Commissioner Jante entertained a motion to approve a transfer of \$5,000.00 into the Rainy-Day Savings Fund (to be reviewed annually). So moved, Commissioner Brueck. Seconded, Commissioner Nelson. Roll Call: Commissioner Bruno, aye, Commissioner Nelson, aye, Commissioner Corrigan, aye, Commissioner Brueck, aye, Commissioner Jante, aye. All in favor, motion carries.

VII. WSRA

Commissioner Nelson stated the next WSRA Board Meeting will take place on September 11th at 3:30pm. WSRA Board met on July 17th and discussed their audit, end of season reports, and staff updates. New programs such as softball skills, pickleball, and picnic trails were added. Special Olympics added a litany of new sports such as softball, basketball, bocce ball, golf, etc. WSRA Trunk or Treat will be on October 22nd. Discussion was had about decorations and costumes for the event for WPD staff.

VIII. GLCC

Park District Manager Magnini reported that the GLCC had no new meeting scheduled. Rob Flood of the GLCC is looking into quotes for the treatment of lily pads around the lake/channel areas that also affect WPD Parks. \$280.00 per surface acre treatment is the current rate per GLCC's treatment contract for lily pads. The GLCC will be able to cover the majority of the cost of lily pad treatment; but with rising treatment costs it has become more difficult. Park District Manager Magnini recommended to the Board that WPD approve an "up to" amount to contribute to the treatment. Commissioner Jante noted that an additional motion for additional funds would need to be made to assist with lily pad treatment as WPD already was financially contributing to lake weed/aquatic plant treatment earlier in the season along with the GLCC. Discussion. Commissioner Jante entertained a motion to approve an up to and not to exceed amount of \$500.00 to contribute to lily pad treatment on Gages Lake that affect WPD park shorelines. So moved, Commissioner Brueck. Seconded, Commissioner Corrigan. Roll Call: Commissioner Bruno, aye, Commissioner Nelson, aye, Commissioner Corrigan, aye, Commissioner Brueck, aye, Commissioner Jante, aye. All in favor, motion carries.

IX. Valley Lake Report

Park District Manager Magnini presented Maj Kowalski's volunteer lake monitoring reports from June with water quality and dissolved oxygen levels. The lake has looked good overall, but as of the last week has downgraded. There have been a few scheduling issues with Solitude Lake Management missing treatment the week of July 4th. Per Solitude, they are experiencing massive staffing shortages. Solitude came out again to treat on July 14th. Solitude did come and treat on June 20th with a preventative swimmer's itch treatment. There remains some continued communication issues with Solitude. Second round of Mukkbuster beneficial bacteria was added to the lake in-house on 7/15.

X. Staff Reports

A. Recreation/Administration

The Recreation/Administration Report was read. Discussion.

B. Maintenance

The Maintenance Report was read. Discussion.

C. Marketing/Promotions

The Marketing/Promotions Report was read. Discussion.

D. Park Safety

The Park Safety Report was read. Discussion. Park District Manager Magnini raised concern about the activity that took place on July 4th especially at Sunset Park along with some other

minor incidents during the summer. The recommendation to the Board was that the Board should strongly consider an agreement with the Lake County Sheriff's officers to patrol Sunset Park at night (after Park Safety leaves) at least on peak weekend nights. The recommendation is to also contract a Lake County Sheriff's office officer for July 4th starting next year if they can be secured (based on their schedule obligations) for a stronger presence especially on a holiday or use private security. Discussion. Another recommendation was to cease having larger WPD events at Sunset Park especially with already limited parking spots. Commissioner Jante entertained a motion to approve an up to amount of \$4,000.00 to contract with private security or Lake County Sherriff's office for the weekend nights going forward through Labor Day Weekend. So moved, Commissioner Brueck. Seconded, Commissioner Corrigan. Roll Call: Commissioner Bruno, aye, Commissioner Nelson, aye, Commissioner Corrigan, aye, Commissioner Brueck, aye, Commissioner Jante, aye. All in favor, motion carries.

XI. Unfinished Business

A. Valley Lake Stormwater Improvements DCEO/SMC Intergovernmental Agreement (IGA) Review and Discussion

Park District Manager Magnini stated that he and President Jante attended a pre-construction meeting on 7/17 at the Warren Township Highway Department with representatives from SMC, Highway Department, Bleck Engineering, Project Contractor (Campanella), LC Public Works, and utility companies. Discussion. Campanella will seek to store construction materials both at the Warren Township Highway Department and also at Valley South Park where the construction will be in the park and along Mill/Greentree. November 17th is the estimated date of substantial completion of the project in 2023 – with complete completion slated for June of 2024. Campanella stated that major work will start 3-4 weeks out in late August. There will be a groundbreaking ceremony on August 9th. More information to follow. Discussion.

SMC continues to work with their legal team on the draft IGA before the Park District can sign off.

B. Gages Lake Channel Piers Inquiry

Park District Manager Magnini circled back to the May meeting where a few residents inquired about the length of private piers off private property into the Gages Lake Channel; and what relationship the Park District has (if any) to enforcement. The Park District continues to work with our corporate counsel to get to the bottom of the issue. Discussion.

C. Greenbook Lake County Property 33239 North Island Avenue

Discussion. The Board removed this item from further agendas.

XII. New Business

A. Dissolution of Pebble Beach Park Restoration Committee

Commissioner Brueck moved to dissolve the Pebble Beach Park Restoration Committee. Seconded, Commissioner Nelson. All in favor, motion carried. Discussion.

XIII. Other Business

-Park District Manager Magnini floated an idea to the Board from a resident of incorporating a lockable (opened by purchased key), resident-only kayak storage rack which would sit at Pebble Beach Park near the boat ramp and/or possibly Willow Point Park. Discussion.

-Discussion was had about WPD park use with residents v. non-residents. Discussion was had about the restrictions and fees put on non-residents for park use, programming, and parking.

XIV. Matters from the Public

- No further matters from the Public.

XV. Executive Session

-The Board did not move into Executive Session.

XVI. Adjournment

Commissioner Brueck moved to adjourn the Regular Board Meeting of Monday, July 17th, 2023, at 8:58pm. Commissioner Corrigan seconded the motion. All in favor, motion carried. Meeting adjourned.

Secretary
Board of Park Commissioners

President
Board of Park Commissioners

Date

Date

JULY 26, 2023

Gages Lake Conservation Committee

Attn: Rob Flood

Robkflood@sbcglobal.net



LAKE MANAGEMENT SERVICES PROPOSAL

PREPARED BY:

Black Lagoon
468 Randy Road
Carol Stream, IL 60188

Scope of Work

Annual Lake Management Services

Gages Lake

Lily Pad Management Service

The Black Lagoon Team of licensed aquatic pesticide applicators will inspect and treat lily pads on Gages Lake one (1) time in late August with systemic herbicide. Applicators will target lilies within 4.04 acre management area as determined during survey with GLCC. Targeted time frames are based on seasonal environmental conditions that produce nuisance vegetation. Additional treatment zones for the control of lily pads will be billed at \$376.00 per acre.

During the inspection, Black Lagoon will monitor environmental conditions and water quality parameters including air and water temperature, wind speed and direction, dissolved oxygen levels, pH, and alkalinity. Following the inspection, Black Lagoon will determine the proper management strategy based on the environmental conditions and nuisance aquatic vegetation identified and present at the time of inspection. Standard program management strategies will include the use of EPA registered products that are labeled for aquatic use and applied per label instruction to control nuisance aquatic vegetation within the pond(s). Reports, product labels and safety data sheets will be available to Gages Lakes.

LILY PAD MANAGEMENT SERVICE PRICING: \$1,519.00*

*Please note there will be no lake management fees assessed in 2023.



TOTAL LILY PAD MANAGEMENT PROGRAM: \$ 1,519.00

Pricing, Terms and Conditions

Lily Pad Management Treatment Program
Gages Lake

PRICING FOR ANNUAL LILY PAD MANAGEMENT: \$ 1,519.00

TERM AND TERMINATION: The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on 12/31/2023 (the "Initial Term"). Notwithstanding anything set forth herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other party; provided that in the event the Gages Lake terminates this Agreement, the Gages Lake must provide payment to Black Lagoon Pond Management, LLC for all services rendered prior to the effective date of termination.

PRICE INCREASE: The first day of the month following the initial term (a "Price Increase Date"), the prices listed above can be increased by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the year which immediately precedes the Price Increase Date or five percent (5%). Within thirty (30) days of the Price Increase Date, Black Lagoon Pond Management, LLC shall publish and deliver to the Gages Lake revised pricing for the current renewal term. Black Lagoon Pond Management, LLC may petition Gages Lake at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: Allegations of property damage resulting from the services rendered by Black Lagoon Pond Management, LLC must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. Black Lagoon Pond Management, LLC will review the report, determine a fair and equitable resolution, and respond within a timely manner. Gages Lake agrees that any claims Gages Lake has against Black Lagoon Pond Management, LLC must be filed within one (1) year from the date of termination of this Agreement.

LIMITATION OF LIABILITY: Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages. Gages Lake hereby agrees to indemnify, defend and hold harmless the Black Lagoon Pond Management, LLC from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively "Losses") incurred by or imposed upon Black Lagoon Pond Management, LLC as a result of Gages Lake's negligence or intentional misconduct. Black Lagoon Pond Management, LLC hereby agrees to indemnify, defend and hold harmless the Gages Lake from and against all Losses incurred by or imposed upon the Gages Lake as a result of Black Lagoon Pond Management, LLC's negligence or intentional misconduct provided however that Black Lagoon Pond Management, LLC shall not be responsible for any Losses due in whole or in part to Gages Lake's negligent acts or omissions.

INSURANCE: Black Lagoon Pond Management, LLC shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Gages Lake will be an insurance certificate holder and named as an additional insured. Certificates of insurance shall be delivered to Gages Lake a minimum of two weeks prior to the initiation of the treatment program. If coverages confirmed by these certificates will expire prior to the termination of this Agreement, the certificates for renewals must be delivered not less than ten days prior to the expiration date.

GOVERNING LAW/VENUE: This Agreement shall be construed in accordance with and shall be governed by and enforced under the laws of the State of Illinois, United States of America, without regard to its conflict of laws principles. All cases or controversies arising out of or related to this Agreement shall be filed exclusively with any court within the County of Kane, Illinois, United States of America, with respect to any state court action, and within the City of Chicago, Illinois, United States of America, with respect to any federal court action; provided, however, that each Party shall have the right to file documents in other courts to enforce a judgment obtained in the Illinois courts. Each Party hereto consents to the jurisdiction of the Illinois courts and waives any argument that the Illinois courts are not convenient.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof.

SIGNING AND RETURNING this document authorizes Black Lagoon Pond Management, LLC to perform the services stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize Black Lagoon Pond Management, LLC to perform the services outlined in this agreement.

CONTACT NAME (PRINT): _____ **TITLE:** _____

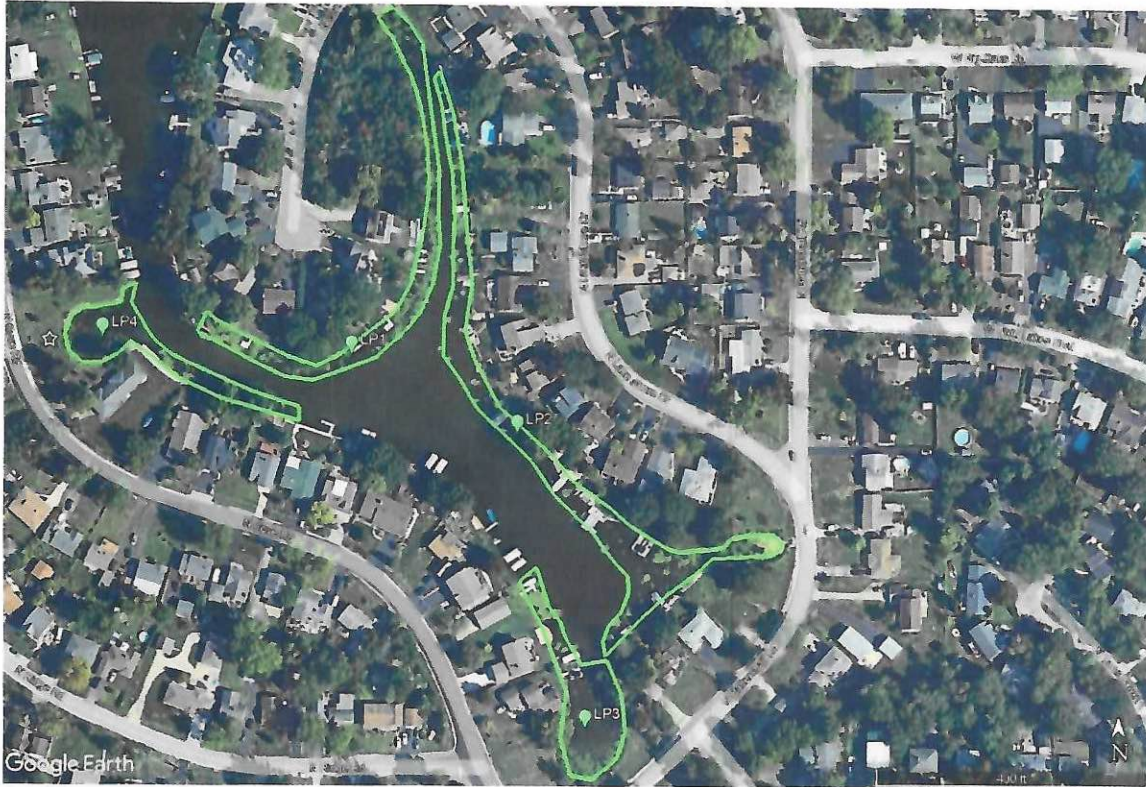
CONTACT SIGNATURE: _____ **DATE:** _____

BLACK LAGOON SIGNATURE: _____ **DATE:** _____

Gages Lake, Lake County, Illinois

2023 Lily Pad Management

2023 MANAGEMENT AREAS 1-4



2023 TREATMENT RATES

Gages Lake 2023 Lily Pad Management Plan				Habitat Imazapyr		Aquaneat (Glyphosate)		Tactic Adjuvant	
ID	Acreage	Mean Depth Estimate	Volume	Pints per acre	Total Pints	Pints per acre	Total Pints	Oz per acre	Total Oz
LP1	0.32	1	0.32	2.5	0.8	1	0.32	16	12.8
LP2	0.81	1	0.81	2.5	2.025	1	0.81	16	32.4
LP3	0.4	1	0.4	2.5	1	1	0.4	16	16
LP4	0.33	1	0.33	2.5	0.825	1	0.33	16	13.2
LP5	0.29	1	0.29	2.5	0.725	1	0.29	16	11.6
LP6	0.52	1	0.52	2.5	1.3	1	0.52	16	20.8
LP7	1.37	1	1.37	2.5	3.425	1	1.37	16	54.8
TOTALS	4.04				10.1		4.04		161.6

2023 LILY PAD MANAGEMENT AREA 5



2023 TREATMENT RATES

Gages Lake 2023 Lily Pad Management Plan				Habitat Imazapyr		Aquaneat (Glyphosate)		Tactic Adjuvant	
ID	Acreage	Mean Depth Estimate	Volume	Pints per acre	Total Pints	Pints per acre	Total Pints	Oz per acre	Total Oz
LP1	0.32	1	0.32	2.5	0.8	1	0.32	16	12.8
LP2	0.81	1	0.81	2.5	2.025	1	0.81	16	32.4
LP3	0.4	1	0.4	2.5	1	1	0.4	16	16
LP4	0.33	1	0.33	2.5	0.825	1	0.33	16	13.2
LP5	0.29	1	0.29	2.5	0.725	1	0.29	16	11.6
LP6	0.52	1	0.52	2.5	1.3	1	0.52	16	20.8
LP7	1.37	1	1.37	2.5	3.425	1	1.37	16	54.8
TOTALS	4.04				10.1		4.04		161.6

2023 LILY PAD MANAGEMENT AREAS 6-7



2023 TREATMENT RATES

Gages Lake 2023 Lily Pad Management Plan				Habitat Imazapyr		Aquaneat (Glyphosate)		Tactic Adjuvant	
ID	Acreage	Mean Depth Estimate	Volume	Pints per acre	Total Pints	Pints per acre	Total Pints	Oz per acre	Total Oz
LP1	0.32	1	0.32	2.5	0.8	1	0.32	16	12.8
LP2	0.81	1	0.81	2.5	2.025	1	0.81	16	32.4
LP3	0.4	1	0.4	2.5	1	1	0.4	16	16
LP4	0.33	1	0.33	2.5	0.825	1	0.33	16	13.2
LP5	0.29	1	0.29	2.5	0.725	1	0.29	16	11.6
LP6	0.52	1	0.52	2.5	1.3	1	0.52	16	20.8
LP7	1.37	1	1.37	2.5	3.425	1	1.37	16	54.8
TOTALS	4.04				10.1		4.04		161.6



Black Lagoon Pond Mgmt, LLC
 468 Randy Road
 Carol Stream, IL 60188
www.blacklagoon.us

Field Operations Inspection Sheet - Service

Customer Name:
 Valley Lake

Preventative/
 routine visit
 for Algae /
 plant growth

 12 Filia
 12 Thick.
 32 SWM
 14 ASW
 12 Leafy Pk

Date of Service:
 8/10/2023

Tech Name:
 TG

Start Time:
 9:10 AM

End Time:
 10:01

Site 1

Site 2

Wind:	Depth:
WNW 7	3

Wind:	Depth:

Air Temp / Water Temp	DO:
74 / 24.8	5.4

Air Temp / Water Temp	DO:
/	

Precipitation:	Irrigation:
N/A	N/A

Precipitation:	Irrigation:

Ph:	Alkalinity:
8	210

Ph:	Alkalinity:

Product Used:	Amount Used:
K-Ten	5 gal

Product Used:	Amount Used:



Black Lagoon Pond Mgmt, LLC
 468 Randy Road
 Carol Stream, IL 60188
www.blacklagoon.us

Field Operations Inspection Sheet - Service

Customer Name:
 Valley Lake

Date of Service:
 07/27/2023

Tech Name:
 TG

Start Time:
 8:40 AM

End Time:
 10:00 AM

Site 1

Site 2

100, Plank
 50 Filo
 20 Sage
 30 SWM

Wind:	Depth:
	3

Wind:	Depth:

Air Temp / Water Temp	DO:
127.4°C	7.2

Air Temp / Water Temp	DO:
1	

Precipitation:	Irrigation:

Precipitation:	Irrigation:

Ph:	Alkalinity:
8	240

Ph:	Alkalinity:

Product Used:	Amount Used:
Secteur	12.5 gal
XTR	2.5 gal

Product Used:	Amount Used:

Subject: RE: 2023 Prorated Lake Management Services for Valley Lake
Date: Tuesday, August 1, 2023 at 4:05:02 PM Central Daylight Time
From: Jen Biancalana <jen.biancalana@blacklagoon.us>
To: Brandon Magnini <bmagnini@wildwoodparkdistrict.com>, Stephanie Rodriguez <stephanie.rodriguez@blacklagoon.us>
CC: Dan Corrigan <dcorrigan@wildwoodparkdistrict.com>
Attachments: image005.png, image006.jpg, image007.png, image008.jpg, image009.png

Hi Brandon- Sorry for the lack of description on our reports. Until our system is more automated, we are utilizing the applicators notes for our reports at this time.

SeClear is a product made by SePro, it's a copper sulfate pentahydrate and has water quality enhancing characteristics in it. Its recommended for treating waterbodies with planktonic algae growth. https://sepro.com/documents/SeClear_Label.pdf

Captain XTR is a chelated copper. This is an algaecide that is excellent for most species of algae, https://sepro.com/Documents/Captain-XTR_Label.pdf

- 10% Planktonic algae- Some species of planktonic algae may have cyanobacteria which could be toxic. At Valley Lake we primarily identify planktonic algae at the south end of lake only
- 5% filamentous algae- Most common algae species. This is the mat forming algae that floats on the surface of the water. Grows year-round
- 3% Eurasian Water Milfoil- Invasive weed species in Illinois. Not good for the lake, fast grower, will choke out the native plants. We will eliminate all milfoil (Eurasian species) when identified. <http://www.misin.msu.edu/facts/detail/?project=misin&id=44&cname=Eurasian+watermilfoil#:~:text=Habitat%3A%20Found%20throughout%20Midwestern%20ponds,it%20does%20not%20produce%20turions>.
- 2% Sago Pondweed- Native plant species in Illinois. Good for the lake but can become semi-abundant and "top out". We try to keep this controlled within the swimming areas only and if there are any areas where it reaches the surface of the water. <https://www.nrcs.usda.gov/plantmaterials/kspmcp10103.pdf>

Thank you,

Jennifer Biancalana
Lake and Pond Management Consultant
Black Lagoon Pond Management, LLC
468 Randy Road
Carol Stream, IL 60188
Cell: 224-202-5808
jen.biancalana@blacklagoon.us
www.blacklagoon.us

VOLUNTEER LAKE MONITORING PROGRAM-SECCHI MONITORING

DIRECTIONS: Anchor boat at each monitoring site. Fill out form as completely and neatly as possible.

Lake Name: Valley Lake **Date (mm/dd/yy):** 07-24-23
County: Lake **Lake Code:** RG2M **Telephone:** 224-321-4159
 Please list First and Last names of ALL individuals that assisted with this monitoring trip.

Volunteer Name(s): Martin Kowalski

Site	Time 24 hr. (hh:mm)	Secchi Depth (nearest inch)	Secchi Visible		Secchi Hidden by Plants?	Aquatic Plants at Site (circle one)				Color	Total Depth (nearest 1/2 ft.)	DO/Temp taken?			
			on Bottom?			0	1	2	3			4	Y	N	
1	13:31	35	Y	(N)	Y	(N)	(0)	1	2	3	4	3	8.5	(Y)	N
2	13:52	38	Y	(N)	Y	(N)	(0)	1	2	3	4	3	9.0	(Y)	N
3	:	40	Y	(N)	Y	(N)	(0)	1	2	3	4	3	6.0	(Y)	N
	:		Y	N	Y	N	0	1	2	3	4		.	Y	N
	:		Y	N	Y	N	0	1	2	3	4		.	Y	N
	:		Y	N	Y	N	0	1	2	3	4		.	Y	N
	:		Y	N	Y	N	0	1	2	3	4		.	Y	N

General Weather Conditions	Cloud Cover (check one)	Waves (check one)
Wind Direction (out of): <u>S</u>	<input checked="" type="checkbox"/> Sunny	Overcast <input type="checkbox"/> Calm/Ripple <input checked="" type="checkbox"/> Small <input type="checkbox"/>
Amount of Rain (last 48 hrs.): _____ inches	<input type="checkbox"/> Partly Cloudy/Partly Sunny	Hazy <input type="checkbox"/> Moderate <input type="checkbox"/> White Caps <input type="checkbox"/>

Lake Level is:	Volunteer Hours	Aquatic Plant Coverage (check only one)
<input type="checkbox"/> "Normal" or Full Pool	(to nearest 1/2 hour)	Percentage of the <input type="checkbox"/> Less than 5%
<input type="checkbox"/> Above normal by _____ inches	(include preparation, monitoring & paperwork time)	<input checked="" type="checkbox"/> 5 to 25%
<input checked="" type="checkbox"/> Below normal by <u>7</u> inches	Number of Volunteers <u>1</u>	containing surface and <input type="checkbox"/> 26 to 50%
Gage Reading: _____	Number of Hours per Volunteer X <u>1.5</u>	submerged aquatic plants. <input type="checkbox"/> 51 to 70%
(if applicable) (gage units)	Total Volunteer Hours = <u>1.5</u>	<input type="checkbox"/> Greater than 70%

Additional Observations (including recent weather conditions, noticeable lake changes, aquatic plants present, recreational usage, etc.)	Lake/Watershed Management (list techniques ongoing or applied since last monitoring; include dates & details when possible)

Harmful Algal Bloom Watch	Aquatic Exotics: (check all suspected exotics)
Is a cyanobacteria (blue-green algae) bloom present? <u>(Y)</u> N	<input type="checkbox"/> Eurasian Watermilfoil Zebra Mussel <input type="checkbox"/>
If Yes: a) have a Bloom Report form & photos been submitted to IEPA? <u>(Y)</u> N	<input type="checkbox"/> Curlyleaf Pondweed Quagga Mussel <input type="checkbox"/>
OR b) has the bloom been reported using the bloomWatch app? <u>Y</u> N	<input type="checkbox"/> Hydrilla Common Carp <input type="checkbox"/>
	<input type="checkbox"/> Brazilian Elodea Grass Carp <input type="checkbox"/>

Water Quality and Chlorophyll Sampling (s = surface, b = bottom)							
(check applicable boxes)	1s	1b	2s	3s			
1 L HDPE bottle (TSS/VSS)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
250 mL HDPE bottle (Alkalinity, Chloride)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
500 mL HDPE bottle w/ Acid (Nutrients)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Chlorophyll sample collection depth (ft.) =		n/a					
Chlorophyll sample volume filtered (mL) =		n/a					

Date Cooler Mailed: _____ RFLAs (lab sheets) are inside cooler

Datasheet entered online? Yes No

Dissolved Oxygen / Temperature Profile - Illinois EPA Lake Monitoring

Lake Name Valley	County Name Lake	Volunteer Name(s): Marian Kowalski
Program: Volunteer Lakes		Date: <u>07/05/2023</u> (mm:dd:yyyy)
Barometer Reading: <u>731</u> mm Hg		Meter Brand/Model or IEPA Case/Meter #: <u>29</u>

Station Code: RGZM-1	Station Code: RGZM-2	Station Code: RGZM-3
Time: <u>11:30</u>	Time: <u>11:46</u>	Time: <u>12:00</u>

Depth (feet)	DO (Round to nearest 10th)	Temp	Depth (feet)	DO (Round to nearest 10th)	Temp	Depth (feet)	DO (Round to nearest 10th)	Temp
0	8.1	29.0	0	7.9	28.9	0	7.9	28.8
1	8.3	28.7	1	7.9	28.8	1	7.7	28.2
3	7.4	28.1	3	8.1	27.9	3	7.6	27.6
5	7.3	27.4	5	7.2	27.2	5	7.6	27.2
7	1.8	25.6	7.5	5.9	26.8	7.6	4.0	26.7
9.5	0.3	24.9	9	.	.	9	.	.
11	.	.	11	.	.	11	.	.
13	.	.	13	.	.	13	.	.
15	.	.	15	.	.	15	.	.
17	.	.	17	.	.	17	.	.
19	.	.	19	.	.	19	.	.
21	.	.	21	.	.	21	.	.
23	.	.	23	.	.	23	.	.
25	.	.	25	.	.	25	.	.
27	.	.	27	.	.	27	.	.
29	.	.	29	.	.	29	.	.
31	.	.	31	.	.	31	.	.
33	.	.	33	.	.	33	.	.
35	.	.	35	.	.	35	.	.
37	.	.	37	.	.	37	.	.
39	.	.	39	.	.	39	.	.
41	.	.	41	.	.	41	.	.
43	.	.	43	.	.	43	.	.
45	.	.	45	.	.	45	.	.
47	.	.	47	.	.	47	.	.
49	.	.	49	.	.	49	.	.

Dissolved Oxygen / Temperature Profile - Illinois EPA Lake Monitoring

Lake Name Valley	County Name Lake	Volunteer Name(s): Marian Kowalski
Program: Volunteer Lakes		Date: <u>07/24/2023</u> <small>(mm:dd:yyyy)</small>
Barometer Reading: <u>733</u> mm Hg		Meter Brand/Model or IEPA Case/Meter #: <u>29</u>

Station Code: RGZM-1	Station Code: RGZM-2	Station Code: RGZM-3
Time: <u>13:31</u>	Time: <u>13:52</u>	Time: <u>14:07</u>

Depth (feet)	DO (Round to nearest 10th)	Temp	Depth (feet)	DO (Round to nearest 10th)	Temp	Depth (feet)	DO (Round to nearest 10th)	Temp
0	15.3	28.8	0	14.4	29.0	0	13.0	29.5
1	14.2	27.9	1	13.7	28.9	1	13.5	29.0
3	12.5	26.9	3	15.1	27.3	3	12.1	27.7
5	10.3	26.5	5	10.0	26.5	5	8.7	26.6
7	3.0	26.1	7	3.6	26.1	7	5.5	26.8
9	0.9	25.8	9	.	.	9	.	.
11	.	.	11	.	.	11	.	.
13	.	.	13	.	.	13	.	.
15	.	.	15	.	.	15	.	.
17	.	.	17	.	.	17	.	.
19	.	.	19	.	.	19	.	.
21	.	.	21	.	.	21	.	.
23	.	.	23	.	.	23	.	.
25	.	.	25	.	.	25	.	.
27	.	.	27	.	.	27	.	.
29	.	.	29	.	.	29	.	.
31	.	.	31	.	.	31	.	.
33	.	.	33	.	.	33	.	.
35	.	.	35	.	.	35	.	.
37	.	.	37	.	.	37	.	.
39	.	.	39	.	.	39	.	.
41	.	.	41	.	.	41	.	.
43	.	.	43	.	.	43	.	.
45	.	.	45	.	.	45	.	.
47	.	.	47	.	.	47	.	.
49	.	.	49	.	.	49	.	.

Wildwood Park District
Recreation/Administration Report
August 21st, 2023

1. Routine administrative tasks such as sorting through bills, payroll, depositing funds, PDRMA reporting requirements, and assisting Kathy with various financial tasks.
2. Continuing to work with Kathy on working through permitting process for shoreline stabilization at Pebble and meeting with shoreline consultants.
3. Shared on District marketing channels/website Valley Lake Stormwater Improvements Groundbreaking Ceremony and press release from Lake County Stormwater Management on the aforementioned projects starting.
4. Spoke along with President Jante at Valley Lake Wildwood Stormwater Improvements Project groundbreaking ceremony along with other Lake County and State figures on 8/9 at Valley South.
5. Will be attending along with President Jante weekly SMC Valley Lake project check in meetings at the Warren Township Highway Department on Thursday mornings throughout duration of project construction.
6. Website management and board duties.
7. Continuing to await counsel update on Gages Lake Channel piers inquiry.
8. Administrative recreation program tasks such as conducting seasonal reviews for summer staff, returning keys and paperwork, transitioning the building from camp to preschool.
9. Continue to meet bi-weekly with Harvest Fest Committee as event inches closer.
10. Working on permitting needs for Harvest Fest.
11. Assisting Front Office with tasks such as Boat Key Sales, Pavilion Rentals, Program Registration, Parking Stickers, etc.
12. Camp had 39 total enrolled for Session 3. Tot Camp had 13 signed up for Session 3.
13. Tot Camp had 11 kids enrolled for Session 2, 12 enrolled for Session 3.
14. Fall Preschool has 3 enrolled for the 3's class and 7 enrolled for the Pre-K Class. We had another Open House on 8/10 to bolster recruitment. We successfully gained two more participants who took paperwork home and will be coming into the office to officially sign up thereby increasing our 3's class roster to 5 kids.
15. Two signed up thus far for Paddle the Lake.
16. Seven families signed up and attended Family Campout on 7/21-22. It was a great night with beautiful weather full camping staples such as s'mores, hot dogs, crafts, and much more!
17. Willow Pavilion Rentals: 26
18. Sunset Pavilion Rentals: 18
19. Have sold 32 non-resident parking day passes for \$320 total thus far.
20. Swim lessons Session 3 began on 7/24. We had a great last session of the year with 38 kids enrolled in Session 3.
21. Tot Soccer had 20 enrolled finished up on 8/2 after 8 successful classes.
22. Camp took their second field trip to Independence Grove on Friday July 14th. Camp took their third and final field trip to the Lincoln Park Zoo on 8/4.
23. Camp had a very exciting last week as they were able to try out the new WPD bounce house, "paint" the counselors, and "pie" the counselors with shaving cream!
24. National Night Out event on 8/1 at Rule Park was very popular! Families were treated to police personnel from the Lake County Sheriff's Auxiliary Unit that let kids explore their vehicles along with goodies to hand out - along with the WPD bounce house, GOOROOS live music, Warren Newport Library bookmobile, and various yard games.

Wildwood Park District
Recreation/Administration Report

August 21st, 2023

25. Thursday Summer Concerts have been successful again this year. On 7/13 and 7/27 we welcomed Bourbon Country and Judson Brown Band to Rule Park for some great country and rock and roll music! August brought us Yesterday's News on 8/10 at Willow Point Park playing acoustic classic rock covers! August 16th will see the rescheduled (from June) Mr. Myers Caribbean steel drum music at Willow Point Park and August 24th will have Logan Ramey: A Tribute to the King Elvis concert at Willow Point as well.
26. Adult outdoor Zumba was very successful with ten enrolled. We will be conducting a fall session beginning on 9/6.
27. New programming for adults this fall includes a co-ed Kickball League that will meet at Willow Point/Twin Lakes backstops and a dog obedience class taught by Katie Delafont owner of Noble K-9 Dog Training. Katie is a Wildwood Resident.
28. New special events this fall include a glow in the dark scavenger hunt at Rule Park and a neighborhood s'mores bonfire at Rule Park.
29. Many familiar favorites will be returning this fall such as Touch a Truck, WSRA's Trunk or Treat, Board Game Night, Cookies and Milk with Santa, Pumpkin Decorating Event, Holiday House Decorating Event, Walking Club, and Adult Baggo league.
30. Supporting Park Safety Team in their operations.
31. Coordinated with WSRA for camper inclusion needs/aides.
32. Worked with Marketing to rollout physical and digital Fall Brochure.

Wildwood Park District

Maintenance Report

August 21st, 2023

1. Ongoing park garbage control and maintenance/Mutt Mitts replacements.
2. Routine maintenance and upkeep of equipment.
3. Daily raking of beaches and disposal of seaweed at beaches/boat launches.
4. Clean Rule bathrooms, community rooms, and office spaces as needed - re-stock paper towels and soap.
5. Planning deep clean of interior rooms, power wash windows, and floors for start of preschool year which begins after Labor Day.
6. Park, playground, building, pier, pavilion inspections - corrective actions as needed.
7. Mowing and edging throughout the parks on a set schedule.
8. Treated (in-house) beneficial bacteria Mukkbuster (final round) at Valley South and Valley North shorelines on 8/11.
9. Black Lagoon returned to treat Valley Lake on 8/10.
10. Spoke with resident at 8/9 Wildwood Area/Valley Lake Stormwater Improvements Project Groundbreaking Ceremony who suggested treatment product to clean up algae infested Twin Lakes ponds. Following up on product information.
11. Camp staff took it upon themselves to completely shop vacuum, rearrange, throw out broken and old equipment, organize, and clean the interior of the Camp Cottage. Mike and I were very impressed with the initiative and taking care of something that needed to be done for some years.
12. Heavy duty power washing has been completed at all 7 playgrounds/structures. "Elephant Snot" commercial "goo" was used to remove all scuff marks, scrapes, lingering graffiti, and smoothed out play surfaces when possible. UV restoration spray has been used to restore some of the shine on the equipment that had been damaged from the sun over the years.
13. Finished installation of bolted on safety straps/harness on red ADA swings at Willow Point Park playground(s) per July 2022 playground audit done by CPSI.
14. Sunset Park Pavilion has been power washed both on the concrete slab and under the roof.
15. Willow Point Pavilion is currently being power washed. Once finished, both pavilions will receive white paint on their posts, and we will be adding small amounts of concrete to Willow Point Pavilion posts at their base where concrete is broken off in numerous locations.
16. Rust-Oleum black spray paint has been purchased to restore the paint finishing on select park grills around the parks.
17. Short split-rail fence on Twin Lakes Boulevard near the Maintenance driveway entrance was reset, straightened, stabilized, and pieces replaced with older reused posts/rails as a temporary measure. Getting pricing on updated split rails and posts to replace with similar to new fence at Old Plank Park.
18. Small amounts of gravel has been delivered which will be permanently placed under the District's 4 bike racks throughout the parks to prevent future weed growth.
19. Certified electrician repaired and replaced two outlets at Rule House in the Oak Room.

Wildwood Park District

Maintenance Report

August 21st, 2023

20. Maintenance Team is creating permanent solution to yearly overgrowth at Rule Park parking lot "island" landscape bed directly in front of the building main entrance. Weeds and dead plantings are being tilled, preem weed prevention pellets are being placed into the fresh dirt, and mulch that we have been using from the Highway Department is being laid over the top to create a uniform and neat look for the entire area.
21. Continue to remove and take away scrap metal and debris surrounding maintenance buildings at Twin Lakes Park.

Marketing Report August 2023

Website

- Routine Maintenance- keeping website up to date with current announcements, events, news, and programs, as well as removing old content.
- Updates
 - Updated Home Page slider to include digital Fall Brochure, all August special events and programs, Stormwater Infrastructure Improvements Project information, and more.
 - Continue to update 2023 Harvest Fest landing page as needed.
- Metrics (last 30 days)
 - Sessions: a session is the browsing session of a single user to our website
 - 1,893- up 6% from previous 30 days
 - Pageviews: a view of a page on our site that is being tracked by the Analytics tracking code.
 - 3,853 – up 6% from previous 30 days
 - Average Session Duration: total duration of all sessions, in seconds
 - 42 seconds – down 7% from previous 30 days
 - Total Users: the number of distinct tracked users
 - 1,292- down 4% from previous 30 days
 - New vs Returning Visitors
 - New- 94%, Returning- 6%
 - Device Breakdown
 - Desktop- 29%, Tablet- 3%, Mobile- 68%
 - Top Referrals: the top websites that send your website traffic, known as referral traffic.
 - 1. Facebook
 - 2. Warren-Newport Public Library website calendar
 - 3. MailChimp (our monthly e-newsletter)
 - 4. Warren-Newport Public Library website even page
 - 5. AllEvents.com (website used for discovering events in your city)
 - Top Pages
 - 1. Home
 - 2. Program Brochure
 - 3. Parks & Facilities
 - 4. Calendar
 - 5. Special Events
 - 6. Summer Concert Series
 - 7. Pavilion & Room Rentals
 - 8. Parks & Rentals
 - 9. Parking, Boating & Safety
 - 10. Harvest Fest

Social Media

- Routine Maintenance- checking social media pages daily for comments, messages, etc. and responding accordingly.

- Posts- posting multiple times a week to drive program registration, event attendance, engagement, follows, and to remain visible in people’s newsfeeds. Also information sharing and raising public awareness regarding Park District initiatives.
- Updates/Posts
 - Post announcing Valley Lake South Beach re-opening after being closed due to Lake County Health Department water quality testing.
 - Post promoting National Night Out event.
 - Live post during National Night Out event.
 - Partnership post with Warren Township regarding mosquito spraying in Wildwood.
 - Post about WPD maintenance team completing power washing of all park playground equipment and upcoming pavilion power washing, painting, and restoration projects.
 - Live post from children’s swim lessons to promote our program and water safety.
 - Created social media event and promoted preschool open house.
 - 2023 Fall brochure sneak peak post.
 - Post announcing Sunset Beach closure due to high bacteria levels per the Lake County Health Department’s water quality testing.
 - Post promoting 8/10 Summer Concert.
 - Post announcing Sunset Beach remaining closed per additional Lake County Health Department water quality testing.
 - Shared press release from Lake County Stormwater Management regarding groundbreaking for Wildwood Stormwater Infrastructure Improvements.
 - Partnership post to help Cub Scouts Pack 671 promote their Movie and Camping in the Park event (Rule Park).
 - Post announcing that the digital 2023 Fall Brochure is now available.
 - Post promoting 8/16 Summer Concert.
 - Post announcing that Sunset Beach has reopened per Lake County Health Department water quality testing.
- Analytics
 - Facebook
 - Total page followers: 1,724- up 42 followers in last 28 days
 - Total page visits: 1,682- up 45% in the last 28 days
 - Post Reach- The number of people who saw any of our posts at least once.
 - 4,900- up 2.4% last 90 days prior
 - Post Engagement- reactions, comments & shares
 - 1,100 up 1% last 90 days prior
 - Audience: 25% men, 75% women
 - Instagram
 - Accounts Reached: 129- up 17.2% in last 30 days.
 - Accounts engaged: 32- up 190% in last 30 days.
 - Total followers: 220- up 2.8% in last 30 days

E-Newsletter Subscribers/Email

- We are up to 559 people/emails in our database (up 10 from last month). 488 of those are subscribers to our monthly e-newsletter emails.
- Average Open Rate (% of people who open the emails we send) for August e-newsletter is 54.6% (up 9.4% from July e-newsletter).

- Average Click Rate (% of people who open our emails AND click on a link) for August e-newsletter is 11.7% (up 3.5% from July e-newsletter).
- August e-newsletter included:
 - News & Announcements
 - Harvest Fest
 - Sponsorship Opportunities
 - Staff Reports
 - 2023 Fall Brochure announcement and sneak peak
 - Preschool registration
 - Gardens of Wildwood Showcase
 - Save the Dates for August events, programs, and important dates.
 - Email highlights
 - All upcoming August events and programs details.

2023 Fall Brochure

- Fall brochure is complete and was sent to printer for hard copy mailing on 7/27. Residents should receive and have it in hand by mid-August.
- Digital Fall brochure made available on our website on 8/14.

Wildwood Park District

Park Safety Report

August 21st, 2023

1. Jarod continues to lead his team and schedule staff for August early September.
2. Park Safety starting at the beginning of August has shifted to a 2pm-8pm shift previously having worked 3pm-9pm. Starting the week of August 14th, we will begin to slightly draw back shifts on Mondays and Tuesdays and focusing shifts Wednesdays-Sundays for Park Safety. Park Safety will further modify schedule after Labor Day to wind down to a close at Harvest Fest. The last couple of weeks the parks have been noticeably quieter.
3. Boat Ramp Monitors are scheduled through Labor Day.
4. Park District Manager Magnini communicated with Grays Pointe Apartments to finally fix the ripped open chain link fence bordering the back of Old Plank Park that backs up to the apartments. Their maintenance team did reinforce the area and closed up the large access hole with chain link and barbed wire. The Park District is still looking into additional solutions for long-term security for that fence line should individuals try to cut through the chain link again.
5. Kawasaki Mule has been returned to the Park Safety Team from the dealership after receiving two replacement front tires, oil change, full vehicle inspection and fixes to the electric power steering system. Half of the cost was covered by warranty with a total of \$540 spent.
6. Assisting recreation staff with setup and takedown of Summer Concerts and certain Special Events. Assisting with parking control for aforementioned events.
7. Signed Special Services Agreement with Lake County Sheriff's Office to provide late night off-duty security at Sunset Park on Fridays, Saturdays, and Sundays after Park Safety leave for the night. Shifts are voluntary and WPD will be invoiced for shifts that do get filled. Agreement covers 7/21-8/31.
8. Reached out to Sonic Low Voltage to restart discussion on camera systems at Sunset.
9. Resident parking stickers continue to be steady in the office and our Park Safety Staff continue to hand out resident parking stickers in the parks.
10. Park Safety Staff continue to rake and dispose of seaweed at the Boat Ramps as needed.
11. A current, updated list of Boat Key owners has been provided weekly to Safety Staff to check keys against ID's and decal #'s.
12. 135 Boat Keys have been sold this year with 25 extra decals sold.

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)
INTERGOVERNMENTAL AGREEMENT
between the
LAKE COUNTY STORMWATER MANAGEMENT COMMISSION
AND THE
WILDWOOD PARK DISTRICT
FOR
WILDWOOD AREA STORMWATER INFRASTRUCTURE IMPROVEMENTS

This is an agreement by and between the LAKE COUNTY STORMWATER MANAGEMENT COMMISSION (herein referred to as "SMC"), 500 West Winchester Road, Libertyville, Illinois 60048 and the following project partner (herein referred to as "LOCAL SPONSOR"): WILDWOOD PARK DISTRICT, 33325 N. SEARS BOULEVARD, WILDWOOD, ILLINOIS 60030.

ARTICLE I
AWARD AND SMC/LOCAL SPONSOR – SPECIFIC PROJECT INFORMATION

1.1 Purpose. The DCEO-STOCIP Program's primary role is to assist in implementing regional stormwater infrastructure projects to resolve multi-jurisdictional drainage and flooding-related problems discovered through interactions of SMC personnel with the public, local governments, and other project partners. Projects will be consistent with the program requirements set forth by the Illinois Department of Commerce and Economic Opportunity (herein referred to as "DCEO") as enumerated in Grant Agreement# 21-413010, the SMC DCEO-STOCIP Policies and Procedures and this AGREEMENT. The intent of DCEO-STOCIP is to resolve major flooding problems through the allocation of capital infrastructure funding across Lake County's four major watersheds: the Fox River, Des Plaines River, North Branch Chicago River, and Lake Michigan. Over the life of the program the funding distribution will take into account the equalized assessed valuation (EAV) of the property within each major watershed; while utilizing the CMAP Principles of Inclusive Growth, Resilience, and Prioritized Investment with regard to distribution to local government and political jurisdictions; and give consideration of the SMC Enhanced Environmental Justice areas.

1.2 Project Description. The Wildwood Area Stormwater Infrastructure Improvements (PROJECT) is located in Warren Township (refer to Exhibit 1). The PROJECT scope generally consists the modification to the Valley Lake outlet structure to minimize clogging potential, enhancement to the Valley Lake berm along its northern shore and water quality enhancement measures along the southern end of Valley Lake including plunge pool improvements and porous parkways along Mill and Greentree. Project features that are the responsibility of the Wildwood Park District include the modification to the Valley Lake outlet structure to minimize clogging potential, enhancement to the Valley Lake berm along its northern shore and water quality enhancement measures along the southern end of Valley Lake including plunge pool improvements and porous parkways along Mill and Greentree.

1.3 Amount of Grant Contribution for PROJECT. This PROJECT is funded through an Illinois Department of Commerce and Economic Opportunity (DCEO) Grant in an amount not to exceed \$3,995,959. Costs in excess of \$3,995,959 shall be the responsibility of the LOCAL SPONSOR. Only Project Expenses specified in ATTACHMENT B that are incurred during the term of this Agreement and after DCEO approval and execution of the project Agreement can be paid. SMC will make payments to contractors and for eligible project expenses from the Grant funds. Funding for this PROJECT is contingent upon funding from DCEO, LOCAL SPONSOR compliance with the terms of the DCEO-SMC Grant Agreement, compliance with terms and conditions of the DCEO-STOCIP program, and compliance with all applicable federal and state laws and regulations. PROJECT costs above the not-to-exceed value shall be paid by the LOCAL SPONSOR.

1.4 Required Project Expense Match. A Project Expense Match (PEM) of \$330,066 will be paid by the two (2) local sponsors to SMC to support administrative and engineering services. The individual LOCAL SPONSOR, Wildwood Park District shall pay \$33,164 to SMC (whereas Warren Township Highway Department shall pay \$270,784 to SMC). The PEM shall be paid to SMC by August 30, 2023. If this Agreement is terminated prior to construction, PEM costs shall be determined as set forth in Section 6.5.c.

DL WPD SIGNED IGA FINAL

1.5 Project Costs Exceeding Grant Contribution. LOCAL SPONSOR will work with SMC to define PROJECT scope of services and PROJECT construction costs. SMC will solicit construction services by means of Public Notice and Public Bid Opening per state laws and regulations. If lowest qualified bidder proposal exceeds \$3,439,936 for construction services attributed to the LOCAL SPONSOR'S portion of the project budget as shown in Attachment B, LOCAL SPONSOR shall provide funds to SMC to cover the costs in excess of \$3,439,936. If change orders for the work result in costs in excess of \$3,439,936 LOCAL SPONSOR shall provide funds to SMC to pay for such costs. SMC will work with LOCAL SPONSOR during PROJECT construction to manage construction budget and cost revisions to construction contract.

1.6 Project Management and Responsibilities for Project. Program management and assigned responsibilities for all PROJECT phases is detailed in the Scope of Work Tasks set forth on Attachment A and incorporated herein. The SMC is the Project Manager for the PROJECT and is the lead responsible party for contract administration for design, engineering, and bid support services, construction project bidding, construction implementation and construction management. On behalf of the LOCAL SPONSOR the SMC is the contract administrator for construction services for the PROJECT.

1.7 Project Budget and Expense Responsibilities. PROJECT expense responsibilities for all Scope of Work Tasks (Attachment A) are specified in the Project Budget in accordance with DCEO Capital Budget Line Item Categories as set forth in Attachment B and incorporated herein.

1.8 Project Schedule. The Project Schedule associated with all Scope of Work Tasks (Attachment A) is specified on Attachment C and incorporated herein.

ARTICLE II PURPOSE FOR GRANT

2.0 Purpose for Grant. The project will achieve flood protection up through the 50-yr event and significantly reduces the flood impact for larger events within the Wildwood subdivision. A County road and 4 Township roads are frequently subject to flooding and closure as well as 109 primary structures and 106 secondary structures.

ARTICLE III SMC TERMS AND CONDITIONS

3.1 Regulatory Compliance. The PROJECT shall comply with the Lake County Watershed Development Ordinance (WDO) or local standards if more restrictive, and all regulations, laws, and statutes. SMC will obtain all necessary permits for the PROJECT. Work within public road rights-of-way shall not be performed without appropriate permits or authorization from the jurisdictional Road Authority.

3.2 Landowner Agreements. The PROJECT must be located on real property in which the LOCAL SPONSOR has an interest evidenced by valid title or easement, extending in perpetuity. All legally binding property arrangements must be obtained prior to the start of construction and should provide the Project Manager and all contractors have the right to access the property and to do the PROJECT work. The LOCAL SPONSOR shall obtain and enter into appropriate legally binding arrangements to ensure that the land rights necessary for operation and maintenance procedures, as set forth in the Operations and Maintenance Plan for the PROJECT identified in Section 3.3, are possible in perpetuity. DCEO-STOCIP funding shall not pay for any easements or deed or plat restrictions necessary to implement the PROJECT on property that is benefiting from the PROJECT.

3.3 Operation and Maintenance. The LOCAL SPONSOR agrees that it is responsible for the long-term operation and maintenance of the PROJECT in perpetuity. The Project Manager shall develop an Operation and Maintenance Plan (O & M Plan) to ensure the long-term viability of the PROJECT and provide it to the LOCAL SPONSOR for implementation. The O & M Plan shall be provided along with the project final report as described in Section 3.6 below and shall include annual inspections and appropriate maintenance activities. The LOCAL SPONSOR shall identify for the Project Manager the financial resources for the implementation of the O & M Plan and such information will be incorporated into the O & M Plan. O & M costs incurred that are not included in Attachment B, Item DCEO-10, "Other Construction Expenses," or occur after the term of this Agreement, as specified in Section 6.1, are not eligible for reimbursement.

3.4 PROJECT Modification. Modifications to the Scope of Work Tasks on Attachment A and Project Schedule on Attachment C will be provided to LOCAL SPONSOR by Project Manager and may require approval of DCEO.

3.5 PROJECT Coordination. The Project Manager shall provide PROJECT coordination including construction oversight and inspections and construction and contract management and administration. Project Manager shall also provide progress briefings to LOCAL SPONSOR during the course of the PROJECT. Project Manager shall prepare monthly PROJECT Performance and Financial reports, based on DCEO reporting requirements, showing the progress of PROJECT implementation and financial summary for each Task/Phase of the PROJECT in accordance with the Project Schedule (Attachment C).

3.6 PROJECT Final Report. The Project Manager shall provide a final report consisting of the following: a location map; the approved as-built plan; Operations and Maintenance Plan; photographic documentation of pre-project, during construction and final conditions; copies of all required permits; and invoices and/or cost documentation for all PROJECT work including in-kind work and materials. Report requirements are subject to change based on guidance from DCEO. Project Manager will use the DCEO approved template for the final report. A final report which complies with the provisions of this Section will be completed after completion of the PROJECT.

ARTICLE IV

DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO) TERMS AND CONDITIONS

This Article incorporates Terms and Conditions required by DCEO ("Grantor" for purposes of this Article) for Intergovernmental Agreements between SMC and LOCAL SPONSOR. Such Terms and Conditions shall be applicable to the extent necessary based upon the role of the LOCAL SPONSOR with the PROJECT.

4.1 Lobbying Certification by Sub-awardees. Pursuant to ARTICLE XI of the DCEO Grant Agreement between SMC and Grantor, the following provisions are incorporated into this Agreement. LOCAL SPONSOR may also be subject to certification and disclosure, as required by the final grant agreement from DCEO. LOCAL SPONSOR agrees that pursuant to Appendix II(I) to 2 CFR Part 200, SMC shall forward all disclosures by contractors regarding this certification to Grantor.

4.1.a. Improper Influence. In circumstances where LOCAL SPONSOR expends or has influence over the expenditure of Grant Funds, LOCAL SPONSOR certifies that no Grant Funds have been paid or will be paid by or on behalf of it to any person for influencing or attempting to influence an officer or employee of any government agency, a member of Congress or Illinois General Assembly, an officer or employee of Congress or Illinois General Assembly, or an employee of a member of Congress or Illinois General Assembly in connection with the awarding of any agreement, the making of any grant, the making of any loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any agreement, grant, loan or cooperative agreement. 31 USC 1352. Additionally, LOCAL SPONSOR certifies that it has filed the required certification under the Byrd Anti-Lobbying Amendment (31 USC 1352), if applicable.

4.1.b. Federal Form LLL. If any funds, other than federally-appropriated funds, were paid or will be paid to any person for influencing or attempting to influence any of the above persons in connection with this Agreement, the undersigned must also complete and submit Federal Form LLL, Disclosure of Lobbying Activities Form, in accordance with its instructions and submit a copy to the SMC.

4.1.c. Lobbying Costs. LOCAL SPONSOR certifies that it is in compliance with the restrictions on lobbying set forth in 2 CFR 200.450. For any Indirect Costs associated with this Agreement, total lobbying costs shall be separately identified in the Program Budget, and thereafter treated as other Unallowable Costs.

4.1.d. Procurement Lobbying. LOCAL SPONSOR warrants and certifies that it and, to the best of its knowledge, its sub-awardees have complied and will comply with Executive Order No. 1 (2007) (EO 1-2007). EO 1-2007 generally prohibits grantees, sub-awardees, and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments, if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

4.1.e. Certification. This certification is a material representation of fact upon which reliance was placed to enter into this Agreement and is a prerequisite for this Agreement, pursuant to 31 USC 1352. Any person who fails to file the required certifications shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

4.2 Maintenance and Accessibility of Records; Monitoring.

4.2a. Records Retention. LOCAL SPONSOR shall maintain for ten (10) years from the date of submission of the final expenditure report for the PROJECT any documents they have related to the project including books, all financial records and, supporting documents, statistical records, and all other records pertinent to the PROJECT, the DCEO Award and this Grant Contribution, adequate to comply with 2 CFR 200.333, unless a longer retention period is specified in 2 CFR 200.333 or 44 Ill. Admin. Code §§ 7000.430(a) and (b). If any litigation, claim or audit is started before the expiration of the retention period, the records must be retained until all litigation, claims or audit exceptions involving the records have been resolved and final action taken.

4.2.b. Accessibility of Records. LOCAL SPONSOR, in compliance with 2 CFR 200.337 and 44 Ill. Admin. Code 7000.430e, shall make books, records, related papers, supporting documentation and personnel relevant to this Agreement or the PROJECT available to authorized Grantor representatives, the Illinois Auditor General, Illinois Attorney General, any Executive Inspector General, the Grantor's Inspector General, federal authorities, any person identified in 2 CFR 200.337, SMC, and any other person as may be authorized by Grantor (including auditors), by the state of Illinois or by federal statute. LOCAL SPONSOR shall cooperate fully in any such audit or inquiry.

4.2.c. Failure to Maintain Books and Records. Failure to maintain books, records and supporting documentation, as described in this Section 4.2, shall establish a presumption in favor of the State and SMC for the recovery of any funds paid by the State or SMC under this Agreement for which adequate books, records and supporting documentation are not available to support disbursement and LOCAL SPONSOR shall reimburse to SMC any funds disallowed for failure to comply with these requirements.

4.3 Subcontracts/Sub-Grants.

4.3.a. LOCAL SPONSOR/Delegation. LOCAL SPONSOR may not delegate any of their duties under this Agreement without Prior Approval of SMC and, if necessary, Grantor.

4.3.b. Application of Terms. LOCAL SPONSOR and Project Manager shall advise any subcontractor or subgrantee of funds awarded through this Agreement of the requirements imposed on them by federal and state laws and regulations, and the provisions of the DCEO-SMC Grant Agreement. In all agreements between LOCAL SPONSOR and subcontractors or subgrantees, SMC requires that LOCAL SPONSOR adhere to the terms of the DCEO-SMC Grant Agreement.

4.3.c. Domestic Preference for Procurements. In accordance with the DCEO-SMC Grant Agreement and with 2 CFR 200.322, as appropriate and to the extent consistent with law, the LOCAL SPONSOR should, to the greatest extent practicable under this Award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this paragraph must be included in all subawards and in all contracts and purchase orders for work or products under this Agreement and the DCEO Award.

4.4 Additional Monitoring Provisions

4.4.a. Access to Documentation. The Grant Contribution will be monitored for compliance in accordance with the terms and conditions of this Agreement and the DCEO-SMC Grant Agreement, together with appropriate programmatic rules, regulations, and/or guidelines that SMC or the Grantor promulgates or implements. The LOCAL SPONSOR must permit any agent authorized by the Grantor or SMC, upon presentation of credentials, in accordance with all methods available by law, full access to and the right to examine any document, papers and records either in hard copy or electronic format, of the LOCAL SPONSOR involving transactions relating to this Award.

4.4.b. Cooperation with Audits and Inquiries, Confidentiality. Pursuant to Section 4.2, above, the LOCAL SPONSOR is obligated to cooperate with SMC and the Grantor and other legal authorities in any audit or inquiry related to the Grant Contribution. The Grantor or any other governmental authority conducting an audit or inquiry may require the LOCAL SPONSOR to keep confidential any audit or inquiry and to limit internal disclosure of the audit or inquiry to those LOCAL SPONSOR's personnel who are necessary to support the LOCAL SPONSOR's response to the audit or inquiry. This confidentiality requirement shall not limit LOCAL SPONSOR's right to discuss an audit or inquiry with its legal counsel. If a third party seeks to require the LOCAL SPONSOR, pursuant to any law, regulation, or legal process, to disclose an audit or inquiry that has been deemed confidential by the Grantor or other governmental authority, the LOCAL SPONSOR

shall promptly notify the entity that is conducting the audit or inquiry of such effort so that the entity that is conducting the audit or inquiry may seek a protective order, take other appropriate action, or waive compliance by the LOCAL SPONSOR with the confidentiality requirement.

ARTICLE V
PROCUREMENT REQUIREMENTS AND CERTIFICATION

5.1 Application of Terms. The LOCAL SPONSOR agrees to comply with applicable federal and state laws and regulations and terms and conditions of the DCEO-SMC Grant Agreement and all license requirements or professional certification provisions. By signing this Agreement, LOCAL SPONSOR acknowledges receipt of a copy of the DCEO-SMC Grant Agreement.

5.2 Additional Terms and Conditions. LOCAL SPONSOR understands and agrees that its failure to comply with the requirements of DCEO Terms and Conditions set forth in Article IV above and in the DCEO-SMC Grant Agreement may impact funding for the PROJECT. If LOCAL SPONSOR fails to comply with DCEO-SMC Grant Agreement Terms and Conditions decreases available funding, LOCAL SPONSOR agrees to reimburse to SMC or Grantor ineligible PROJECT costs expended.

5.3 Certification of Agreement Terms. By signing below, LOCAL SPONSOR certifies that (1) all representations made in this Agreement are true and correct and (2) all Grant Funds expended pursuant to this Agreement shall be used only for the purpose(s) described herein and in accordance with the terms of this Agreement and the DCEO-SMC Grant Agreement. LOCAL SPONSOR acknowledges that the Grant Contribution provided is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all Grant Contribution funds received.

ARTICLE VI
TERM; COMPENSATION; TERMINATION

6.1 Term of Agreement. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, this Agreement begins on October 1, 2021 and extends through June 30, 2024 or completion of the PROJECT, whichever occurs first, however extensions up to one year can be requested subject to DCEO approval. Extensions must be requested at least 90-days prior to the termination of this Agreement. Under no circumstances, can the project completion date be extended beyond September 30, 2024. Notwithstanding this section, the PEM payment deadline specified in Section 1.4 is not eligible for extension.

6.2 Availability of Grant Appropriation. Funding for the PROJECT is contingent upon execution of the funding award by DCEO and SMC. Pursuant to the DCEO-SMC Grant Agreement and the Terms and Conditions herein, DCEO funding shall reimburse eligible PROJECT Expenses incurred, up to a NOT TO EXCEED value of \$3,995,959 per Paragraph 1.3 of this AGREEMENT. PROJECT expenses that exceed \$3,995,959 are not reimbursable and shall be paid by the LOCAL SPONSOR, per Sections 1.3 and 1.5 of this AGREEMENT.

6.3 Completion of PROJECT Activities. The Parties shall conduct the Project Activities or provide the services as described in the Exhibits and Attachments, including ATTACHMENT A (Scope of Work Tasks) and ATTACHMENT B (Project Expenses) and within the time period outlined in the Project Schedule (ATTACHMENT C), incorporated herein and in accordance with all terms and conditions set forth herein and all applicable administrative rules.

6.4 PROJECT Payments. Project payments for the successful completion of Project Activities, shall be paid for pursuant to applicable policies and statutes. SMC shall be responsible for making payments to its contractor(s), up to the not-to-exceed amount of \$3,995,959.

6.5 Termination of Agreement.

6.5.a. This Agreement may be terminated, in whole or in part, by SMC without notice, pursuant to: (1) funding failure from DCEO; (2) LOCAL SPONSOR's failure to comply with terms and conditions of this Agreement or LOCAL SPONSOR having made a false representation in connection with receipt of compensation; (3) LOCAL SPONSOR's breach of this Agreement and failure to cure such breach, or commence cure of the breach, within 15 days of written notice thereof.

6.5.b. The termination of the Agreement in part shall not eliminate the amount of PEM costs LOCAL SPONSOR shall pay to SMC. In the event of termination of the Agreement in whole, PEM costs will be reduced to an amount sufficient to compensate SMC for any time spent administering the PROJECT prior to termination.

6.5.c. The termination of the Agreement shall not release LOCAL SPONSOR from their responsibility for the long-term operation and maintenance of the PROJECT or the PROJECT site in perpetuity as set forth in Section 3.3.

ARTICLE VII INDEMNIFICATION

7.1 Independent Contractor. LOCAL SPONSOR is an independent contractor under this Agreement and neither LOCAL SPONSOR nor or any employee or agent of LOCAL SPONSOR is an employee of DCEO or SMC and do not acquire any employment rights with DCEO or SMC or the state of Illinois by virtue of this Agreement or receipt of DCEO Grant funds.

7.2 Indemnification. To the extent permitted by law, LOCAL SPONSOR agrees to hold harmless SMC against any and all liability, loss, damage, cost or expenses, including attorney's fees, arising from intentional torts, negligence or breach of contract of LOCAL SPONSOR, with the exception of acts performed in accordance with an explicit, written directive of SMC.

ARTICLE VIII NOTICES

All notices required or permitted hereunder shall be in writing, and delivered either personally or by certified or registered mail, return receipt requested, to the following addresses or sent by electronic mail ("e-mail") to the following contact addresses:

If to LOCAL SPONSOR contact:

Becky Jante, President, Board of Commissioners
Wildwood Park District
33325 N. Sears Boulevard
Wildwood, Illinois 60030
Phone: 847-977-3615
Email: bjante@wildwoodparkdistrict.com

If to SMC contact:

Susan Novak, Capital Project Manager
Lake County Stormwater Management Commission
500 W. Winchester Road
Libertyville, IL 60048
Phone: 847-377-7700
Email: snovak@lakecountyl.gov

ARTICLE IX MISCELLANEOUS

9.1 Exhibits and Attachments. Attachments A through C and the exhibits referenced herein and attached hereto are incorporated herein in their entirety.

9.2 Publicity and Notification. Funds from this Agreement shall not be used for promotions, advertising or publicity purposes. Any press releases, printed notices, publications and the like shall include the following language: "This project [is being] [was] supported, in whole or in part, by federal award number SLT-3381 awarded to the State of Illinois by the U.S. Department of the Treasury." LOCAL SPONSOR will notify SMC at least twenty-one (21) days prior to issuing any public notice or press release concerning the PROJECT or work performed under this Agreement.

9.3 Assignment Prohibited. LOCAL SPONSOR acknowledges that this Agreement or its responsibilities hereunder may not be sold, assigned, or transferred in any manner by LOCAL SPONSOR, and that any actual or attempted assignment or transfer by LOCAL SPONSOR without the prior approval of SMC in writing shall render this Agreement null, void and of no further effect.

9.4 Amendments. This Agreement may be modified or amended during its Term by mutual consent of the Parties, expressed in writing and signed by the Parties, provided the amendments comply with the final grant agreement with DCEO.

9.5 Severability. If any provision of the Agreement is declared invalid, its other provisions shall not be affected thereby.

9.6 Applicable Law; Claims. This Agreement and all subsequent amendments thereto, if any, shall be governed and construed in accordance with the laws of the state of Illinois. Any claim against SMC arising out of this Agreement must be filed exclusively with the Nineteenth Judicial Circuit Court of Illinois.

9.7 Headings. Article and other headings contained in this Agreement are for reference purposes only and are not intended to define or limit the scope, extent or intent of this Agreement or any provision hereof.

9.8 Entire Agreement. SMC and LOCAL SPONSOR acknowledge that this Agreement, including its Exhibits and Attachments, constitutes the entire agreement between them and that no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either SMC or LOCAL SPONSOR.

9.9 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

IN WITNESS WHEREOF, the Stormwater Management Commission, Warren Township Highway Department and the Wildwood Park District have caused this Agreement to be executed by their duly authorized representatives.

LOCAL SPONSOR

Becky Jante
Becky Jante, President Board of Commissioners
Wildwood Park District

8-2-23
Date

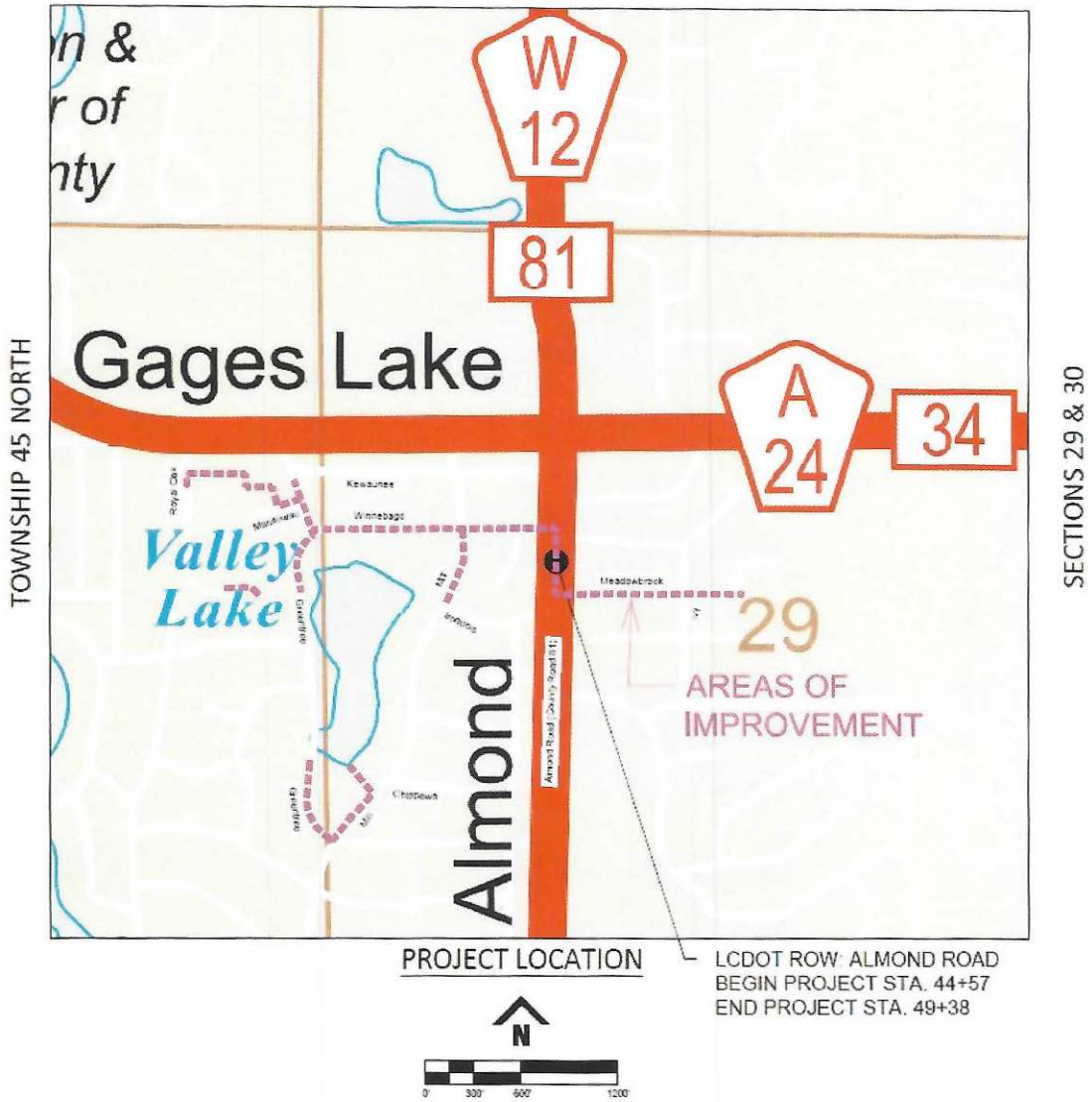
STORMWATER MANAGEMENT COMMISSION:

Kurt Woolford, Executive Director
Lake County Stormwater Management Commission

Date

Exhibit 1
Site Location Map

RANGE 10 EAST



**Exhibit 2
Concept Plan**

RANGE 10 EAST

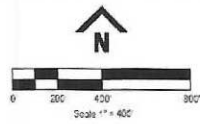
TOWNSHIP 45 NORTH



LCDOT ROW: ALMOND ROAD
BEGIN PROJECT STA. 48+36
END PROJECT STA. 49+34

SECTIONS 29 & 30

PROJECT LOCATION



**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
STORMWATER CAPITAL IMPROVEMENT PROGRAM (DCEO-STOCIP)**

Attachment A: Scope of Work Tasks	Assigned Responsibility
<u>Phase 1: Needs Analysis, Scope Development, Concept Plan and Preliminary Engineering</u>	
1. Establish need and scope	Completed
2. Initiate early coordination with stakeholders and alignment on the project scope	Completed
3. Create concept plan and estimate project concept cost	Completed
4. Determine land rights needs	Local Sponsor
5. Conduct field inventories, environmental assessments	Local Sponsor
6. Outline permitting with Local, State and Federal Permitting Authorities	Local Sponsor
7. Obtain preliminary agreement with local partners	Joint
8. Investigate Alternative Funding Sources	Completed
<u>Phase 2: Design, Permitting and Land Rights</u>	
1. Project design development	Joint
2. Land survey and geotechnical investigation	SMC
3. Carry out permit process to construction start - Municipal, County, Utilities, IDNR, IDOT, IEPA, USACE, FEMA	Joint
4. Assess property needs, negotiate with landowners, complete land rights process	Joint
5. Utility investigations and relocation plan	Joint
6. Finalize local partner agreements	Joint
7. Finalize alternative funding sources	Joint
8. Complete final construction plans and bids docs	Joint
<u>Phase 3: Construction Contract and Bid Docs, Advertising For Bids, Construction</u>	
1. Advertise for Bid/Vendors	SMC
2. Conduct bid letting	SMC
3. Contract Award	SMC
4. Sureties/Bonds Setup	SMC
5. Conduct pre-construction meeting	SMC
6. Inspections/Construction oversight	SMC
7. Traffic control/Utility Relocations	SMC
8. Construction/Contract Management	SMC
9. Construction Implementation	Contractor
10. Construction Contract Maintenance Period	SMC
11. Project Closeout	Joint
<u>Phase 4: Post Construction Inspection, Maintenance, Operation and Upkeep</u>	
1. Annual Project Inspection	Local Sponsor
2. Inspection Report Recommended Maintenance Items	Local Sponsor
3. Implementation of Maintenance	Local Sponsor

Attachment B - Project Budget					
Expense Category		Grant Expense (TOWNSHIP HIGHWAY)	Grant Expense (PARK DISTRICT)	TOWNSHIP HIGHWAY Expense	PARK DISTRICT Expense
DCEO-1	Design/Engineering - costs associated with creation of the project's architectural drawings; engineering studies and/or fees; etc., including costs of plans & specs and/or printing costs if specifically identified as such within the Scope of Work.	\$332,433	\$0	\$0	\$0
DCEO-2	Building Land Purchase - cost to purchase, either in whole or in part, a building, structural shell, condominium, land, and/or <i>easement</i> including, but not limited to: the net purchase price itself; closing costs charged to the buyer on the closing document; legal fees; etc.	\$0	\$0	\$0	\$0
DCEO-3	Wiring/Electrical - purchase of materials necessary for completion of the project scope such as: electrical wiring; conduit; outlets; switches; etc. including associated labor/installation costs, as identified within the Scope of Work.	\$0	\$0	\$0	\$0
DCEO-4	Equipment/Material/Labor - purchase of materials and/or purchase/lease of equipment, to use or install for the project, such as: steel; drywall; lumber; wiring; doors; windows; roofing; rock; etc. including labor/installation costs, as identified - within the Scope of Work.	\$1,201,605	\$151,156	\$0	\$0
DCEO-5	Paving/Concrete/Masonry - purchase of materials necessary for completion of the project scope such as bituminous pavement; concrete; rock; bricks; blocks; mortar; tuckpointing; etc. including associated labor/installation costs, as identified within the Scope of Work.	\$826,073	\$45,818	\$0	\$0
DCEO-6	Construction Management/Oversight - costs associated with managing the construction activities and/or overseeing all aspects of the construction project, either by contractor personnel or Grantee personnel, but limited to verifiable time working on this project.	\$223,590	\$0	\$0	\$0
DCEO-7	Mechanical System - purchase of materials necessary for completion of the project cope such as: HVAC; elevators; fire alarm, sprinkler, or ventilation systems; etc. including associated labor/installation costs, as identified within the Scope of Work.	\$0	\$0	\$0	\$0
DCEO-8	Excavation/Site Prep/Demo - costs associated with demolition of existing structures on the project site and/or preparation of the project site including excavation, etc. ahead of actual new construction/renovation activities.	\$310,489	\$120,067	\$0	\$0
DCEO-9	Plumbing - purchase of materials necessary for completion of the project scope such as: internal or external pipes for water, gas, and/or sewage; fixtures; etc. including associated labor/installation costs, as identified within the Scope of Work.	\$0	\$0	\$0	\$0
DCEO-10	Other Construction Expenses - costs that can't be easily broken out to or covered by other individual/specific Budgetary line items such as: landscaping; hauling; equipment rental; insurance; environmental fees; loan payments; etc. as identified within the Scope of Work.	\$578,620	\$206,108	\$0	\$0
DCEO-11	Contingency (10% Max) - coverage of potential cost overruns in any of the other utilized Grant Budget line items.	\$0	\$0	\$0	\$0
Additional Non-Reimbursable Project Expenditure Line-Item Categories and Description					
SMC-1	LOCAL SPONSOR Project Expense Match Payment to SMC	\$0	\$0	\$270,784	\$33,164
SMC-2	Estimated Project Implementation and Construction Cost - Above Grant Award	\$0	\$0	NA	NA
SMC-3	Estimated Post Project Annual Operation, Inspection and Maintenance	\$0	\$0	NA	NA
SMC-4	Estimated Pre-Grant Project Expenses (Optional)		\$0	\$0	\$0
Subtotals		\$3,472,810	\$523,149	\$270,784	\$33,164

Attachment B - Project Budget

GRANT EXPENSE TOTAL

\$3,995,959

**Attachment C
Project Schedule**

7. Hindering or Soliciting Officers, Agents, Employees or Contractors

No person shall interfere with, or in any manner hinder any officer, agent, employee or contractor of the District while engaged in constructing, repairing or caring for any District property; nor shall any person solicit any officer, agent, employee or contractor of the District while such person is on duty.

8. Alcoholic Beverages

No alcoholic beverages shall be sold, brought within, given away, delivered or consumed on District property.

9. Weapons, Fireworks, Explosives, Rockets

No person shall at any time bring on to, carry, have in his possession or on or about his person, concealed or otherwise, or use, fire, set off or otherwise cause to explode, discharge or burn, or throw onto District property any knife, firearm, pistol, revolver, rifle, air gun, pellet gun, bow and arrow, slingshot, blackjack, billy club, any weapon capable of discharging a projectile by air, spirit gas or explosive, any explosive substance, rocket, firecracker or other fireworks, missile, liquid or gaseous substance or any other dangerous weapon.

10. Games and Sports

No person shall engage in any athletic game or sports in or on District property except such portions thereof as may be designed for that purpose by the District and then only under such rules and regulations as may be prescribed by the District.

a. Golf.

No person shall play golf or practice golf on District property, except on an established and designated golf course or driving range, or in an established golf class under the supervision and direction of the District.

b. Baseball and Softball Playing.

No person shall engage in games of softball or baseball except on District property having established diamonds and backstops for that purpose which shall be used only in accordance with posted signs or notices. Games of softball or baseball other than on

JULY 25, 2023

Wildwood Park District
Attn: Brandon Magnini



2023 LAKE MANAGEMENT SERVICES PROPOSAL

Black Lagoon
468 Randy Road
Carol Stream, IL 60188

Annual Pond Management Services

Wildwood Park District

Standard Pond Management Service

The Black Lagoon Team of licensed aquatic pesticide applicators will inspect Wildwood Park District up to four (4) times from late July/early August through September. Targeted time frames are based on seasonal environmental conditions that produce nuisance vegetation. The program will primarily focus on controlling invasive weeds, algae and potential harmful algal blooms (HAB's) that appear in South end of lake.

During the inspection, Black Lagoon will monitor environmental conditions and water quality parameters including air and water temperature, wind speed and direction, dissolved oxygen levels, pH, and alkalinity. Following the inspection, Black Lagoon will determine the proper management strategy based on the environmental conditions and nuisance aquatic vegetation identified and present at the time of inspection. Standard program management strategies will include the use of EPA registered products that are labeled for aquatic use and applied per label instruction to control nuisance aquatic vegetation within the pond(s). Reports, product labels and safety data sheets will be available to Wildwood Park Districts.

Some waterbodies require additional or unique services based on Wildwood Park District goals or specific challenges above and beyond standard services. Recommendations and pricing can be provided for additional services through consultation with your Black Lagoon Representative.

2023 PRORATED LAKE MANAGEMENT SERVICE PRICING: \$3,616.00

Lake Management Service Enhancements

- SeSCRIPT® Algae + Water Quality Prescription Services: \$650.00 per sample**
EPA analytical methods for quantification of water quality parameters, as well as algae species identification, enumeration and site-specific prescription services for improved control of algae and management of water quality.

POND MANAGEMENT SERVICE ENHANCEMENTS PRICING: \$ _____

TOTAL POND MANAGEMENT SERVICES PRICING: \$ 3,616.00

Pricing, Terms and Conditions

Pond Management + Aeration Services
Wildwood Park District

PRICING FOR ANNUAL LAKE MANAGEMENT SERVICES: \$ 3,616.00

TERM AND TERMINATION: The term of the Agreement shall commence on the date when both parties have executed this Agreement and shall continue for a period ending on 12/31/2023 (the "Initial Term"). Notwithstanding anything set forth herein to the contrary, either party may terminate this Agreement upon 30 days written notice to the other party; provided that in the event the Wildwood Park District terminates this Agreement, the Wildwood Park District must provide payment to Black Lagoon Pond Management, LLC for all services rendered prior to the effective date of termination.

PRICE INCREASE: The first day of the month following the initial term (a "Price Increase Date"), the prices listed above can be increased by a percentage which shall not exceed the greater of the percentage increase of the consumer price index during the year which immediately precedes the Price Increase Date or five percent (5%). Within thirty (30) days of the Price Increase Date, Black Lagoon Pond Management, LLC shall publish and deliver to the Wildwood Park District revised pricing for the current renewal term. Black Lagoon Pond Management, LLC may petition Wildwood Park District at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the cost of operations that could not be reasonably foreseen by a prudent operator. New areas to be covered will be pro-rated to the program cost at the rates in effect at the time.

PROPERTY DAMAGE/LIMITATION ON CLAIMS: Allegations of property damage resulting from the services rendered by Black Lagoon Pond Management, LLC must be submitted in a written report with pictures included, filed directly with respective Account Manager within fifteen (15) days. Black Lagoon Pond Management, LLC will review the report, determine a fair and equitable resolution, and respond within a timely manner. Wildwood Park District agrees that any claims Wildwood Park District has against Black Lagoon Pond Management, LLC must be filed within one (1) year from the date of termination of this Agreement.



LIMITATION OF LIABILITY: Neither party will be liable to the other party for any special, indirect, consequential, or incidental damages of any kind, including, without limitation, any loss of profit, loss of use, or business interruption, based on any claim under this agreement, even if such party has been advised of the possibility of such damages. Wildwood Park District hereby agrees to indemnify, defend and hold harmless the Black Lagoon Pond Management, LLC from and against any and all liabilities, obligations, damages, penalties, fines, loss, awards, judgments, costs, and expenses (including, without limitation, reasonable attorneys' fees and costs), relating to any claim, action or proceeding initiated or threatened by a third party (collectively "Losses") incurred by or imposed upon Black Lagoon Pond Management, LLC as a result of Wildwood Park District's negligence or intentional misconduct. Black Lagoon Pond Management, LLC hereby agrees to indemnify, defend and hold harmless the Wildwood Park District from and against all Losses incurred by or imposed upon the Wildwood Park District as a result of Black Lagoon Pond Management, LLC's negligence or intentional misconduct provided however that Black Lagoon Pond Management, LLC shall not be responsible for any Losses due in whole or in part to Wildwood Park District's negligent acts or omissions.

INSURANCE: Black Lagoon Pond Management, LLC shall carry Worker's Compensation and Employer Liability, Commercial General Liability, Professional Liability, and Property Damage Insurance which shall remain in full effect throughout this Agreement. Wildwood Park District will be an insurance certificate holder and named as an additional insured. Certificates of insurance shall be delivered to Wildwood Park District a minimum of two weeks prior to the initiation of the treatment program. If coverages confirmed by these certificates will expire prior to the termination of this Agreement, the certificates for renewals must be delivered not less than ten days prior to the expiration date.

GOVERNING LAW/VENUE: This Agreement shall be construed in accordance with and shall be governed by and enforced under the laws of the State of Illinois, United States of America, without regard to its conflict of laws principles. All cases or controversies arising out of or related to this Agreement shall be filed exclusively with any court within the County of Kane, Illinois, United States of America, with respect to any state court action, and within the City of Chicago, Illinois, United States of America, with respect to any federal court action; provided, however, that each Party shall have the right to file documents in other courts to enforce a judgment obtained in the Illinois courts. Each Party hereto consents to the jurisdiction of the Illinois courts and waives any argument that the Illinois courts are not convenient.

ENTIRE AGREEMENT: This Agreement constitutes the complete understanding between the parties hereto and supersedes any prior understandings whether written or oral between the parties relating to the subject matter hereof.

SIGNING AND RETURNING this document authorizes Black Lagoon Pond Management, LLC to perform the services stipulated within this agreement. By signing this document, I acknowledge I have the authority to authorize Black Lagoon Pond Management, LLC to perform the services outlined in this agreement.

CONTACT NAME (PRINT): <u>Brendan Maggini</u>	TITLE: <u>Park District Manager</u>
CONTACT SIGNATURE: 	DATE: <u>8/16/2023</u>
BLACK LAGOON SIGNATURE: 	DATE: <u>7/25/2023</u>



MANAGEMENT AREA MAP VALLEY LAKE c/o WILDWOOD PARK DISTRICT



LAUNCH ADDRESS: N. MILL ROAD/W. CHIPPEWA ROAD, GRAYSLAKE, IL

JULY 2023