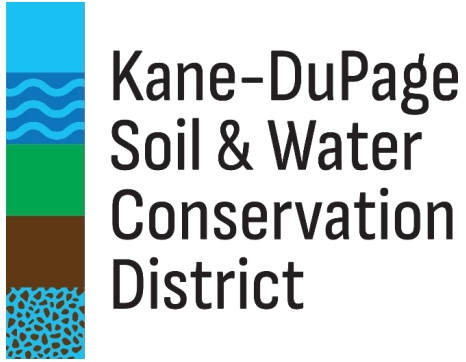
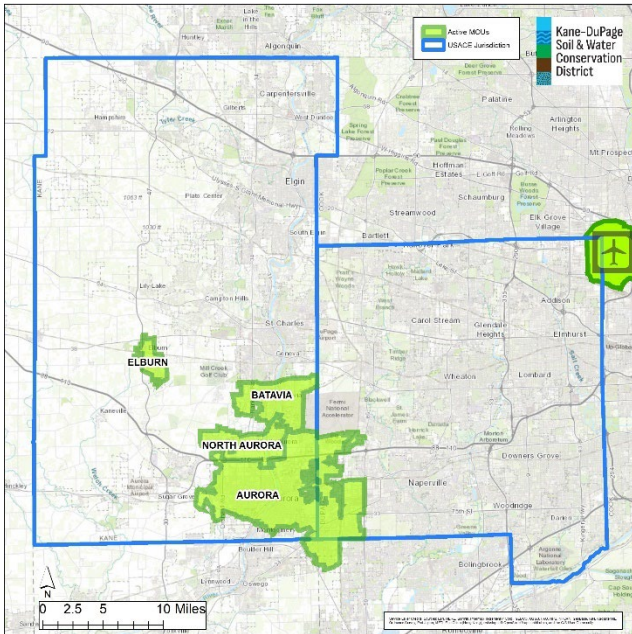
 <p>CITY OF ST. CHARLES ILLINOIS • 1834</p>	AGENDA ITEM EXECUTIVE SUMMARY		Agenda Item number: 4i
	Title:	Recommendation to approve a Memorandum of Understanding with the Kane DuPage Soil & Water Conservation District regarding Erosion Control Services	
	Presenter:	Russell Colby, Community Development Director	
Meeting: Planning & Development Committee		Date: June 10, 2024	
Proposed Cost: N/A		Budgeted Amount: N/A	Not Budgeted: <input type="checkbox"/>
TIF District: None			
Executive Summary (if not budgeted, please explain):			
<p>Staff is proposing to enter an agreement with the Kane DuPage Soil and Water Conservation District (SWCD) for development erosion control inspections.</p> <p>Kane DuPage SWCD, with offices located in St. Charles, is a non-regulatory local unit of government tasked with providing technical information to individuals and groups on methods of soil and water conservation.</p> <p>Currently, City staff monitors erosion control inspections of development sites on an as-needed basis, per the City's stormwater permit requirements.</p> <p>In addition to the City stormwater permit, most projects also require an EPA permit known as an "NPDES permit" (National Pollutant Discharge Elimination System). Kane-DuPage SWCD performs erosion control inspections for the EPA under the NPDES permit.</p> <p>As a result, both the City and Kane-DuPage SWCD are inspecting and monitoring similar items, and at times developers may receive notifications from both agencies regarding similar issues, which can cause confusion.</p> <p>Kane-DuPage SWCD provides a service to municipalities where, through a Memorandum of Understanding, they will oversee erosion control inspections services on behalf of the City, in a more regular and systematic process than municipalities are typically able to accomplish. Kane-DuPage SWCD has successfully provided this service to a number of municipalities for several years, including Batavia, Aurora, North Aurora and Elburn. Staff has received positive feedback on their services.</p> <p>The benefit for a developer is that they will be dealing with one inspector agency for inspection of erosion control. The benefit to the City is that we can be more consistent with requirements and better meet our own obligations for enforce County and State requirements. This will lead to more proactive and timely addressing of maintenance issues before larger problems result, which is both a City and Developer goal.</p> <p>The fees for these services are a pass-through to the developer, however the overall cost is minimal compared to the costs that may be incurred by the City to perform the same level of service. The costs are also not significant in the context of otherwise required permit fees for site development work.</p> <p>The City would retain all enforcement jurisdiction and can terminate the agreement with 30-day notice.</p>			
Attachments (please list):			
Information on the Program, Draft form memorandum (subject to final review)			
Recommendation/Suggested Action (briefly explain):			
Staff recommends approval.			



2023

Existing MOU Soil Erosion & Sediment Control Agreements



*For more info,
Visit our website
kanedupageswcd.org*



630.584.7960 ext 3

Let **US**
be **YOUR** boots
on the ground!



**Memorandum of
Understanding
(MOU)**

Your Benefits

- **Prioritize Compliance**
 - IEPA MS4 BMPs
 - USACE Interface
 - Impartial Inspectors
 - Expanded Expertise
 - Additional Resources
- **Community Representation**
 - Resident Concern Response
 - Publication Material
 - Educational Opportunities
- **Green Infrastructure**
 - Prioritize SESC
 - Sustainable Development
 - Watershed Plan



Our Boots Know their Way Around Your Communities

Local KDSWCD staff partners with teams in municipalities throughout Kane and DuPage Counties to ensure that our waterways are protected and respected



How does it work?

- **Notification**
 - Prior to getting final approval from the municipality, the applicant is notified to apply to KDSWCD
 - Applicable to projects > 1 Acre & Sensitive Areas
- **Application**
 - Developer applies to KDSWCD
 - Developer pays fees and provides soil erosion and sediment control plan
- **Review**
 - KDSWCD ensures plan meets technical standards
 - KDSWCD ensures plan complies with Water Quality Act expectations
- **Inspection**
 - KDSWCD inspects throughout the life of the project to assess compliance and recommend correctional measures
 - No less than monthly
 - Following significant rain events
- **Coordination**
 - KDSWCD coordinates with IEPA to closeout eligible projects
 - KDSWCD communicates with municipality throughout the project

Soil Erosion and Sediment Control Plan Review
Kane/DuPage Soil and Water Conservation
District (630)-584-7960 ext 3

	APPLICANT (Owner/Developer)	Erosion Control Consultant/Engineer
Business Name		
Address City/State/Zip		
Contact Name		
E-Mail Address		
Phone		

Current Project Name and Phase number: _____ Location (Municipality): _____

Job site contact person: _____ E-Mail Address: _____

On site Contact's Phone number: () _____ - _____ Site Location County _____

Additional Contacts to receive Reports: _____

Latitude/Longitude: _____ Nearest Intersection: _____

Acreeage of site disturbance (NPDES ILR10 area, if applicable): _____ Proposed Land Use: _____

Army Corps application number (if applicable): _____

Construction start date: _____ Anticipated construction completion date: _____

The applicant agrees to the following conditions:

- Submit all required information listed on the following pages for each phase of development, regarding the soil erosion and sediment control (SESC) plan. Submit 1 set of physical drawings to our office (mail or drop off) or submit an electronic set of plans via email contact@kanedupageswcd.org. Request access to SWCD DropBox for plans too large to email. One stamped/approved copy will be returned and is to be kept at the project site.
- Upon submittal of this application, pay the applicable fee (fee worksheet attached), in accordance with total acres of disturbance to the original topography and/or vegetation, in-stream and wetland disturbance, and the length of the project. A refundable pre-construction notification fee should also be included.
- Notify representatives of the Soil and Water Conservation District of the pre-construction meeting.
- Allow SWCD, NRCS, or Army Corps of Engineers District representative the right to conduct on-site investigations throughout all active construction phases to determine whether all necessary SESC practices have been installed and are functioning properly.
- Upon commencement of earthwork or construction, document SESC practices with all information being accurate and complete.
- Comply with the SWCD's written and verbal recommendations regarding:
 - The SESC plan and corrections or changes made thereto.
 - Installation and maintenance requirements of the SESC practices on-site.
- Pay additional costs incurred by the SWCD in response to repeated non-compliance issues.
- If any changes occur to the plans, schedules, etc., the applicant shall be responsible for notifying the Soil and Water Conservation District.
- If SWCD is not contacted (in writing) prior to commencement of construction, and/or notify SWCD one week prior to installation of in-stream work area for USACE projects, the pre-construction notification fee will be forfeited.
- Pre-Constuction fee will be refunded after SWCD is notified (in writing) prior to ground disturbing activities. All refund checks become void after 6 months.
- If construction does not commence within 36 months of plan approval, the project will be closed. Fees will not be returned.
- If the project lasts longer than proposed in the Fee Calculator, then KDSWCD can request additional inspection fees from the applicant.
- All projects, regardless of size, are required to pay a pre-construction notification fee.

Upon receipt of all required information, the SESC plan will be reviewed within **15 working days** and all involved parties will be notified whether or not the plan meets technical standards. All application correspondence should be directed to contact@kanedupageswcd.org.

Applicant's Signature: _____ **Date:** _____

FOR OFFICE USE ONLY	SWCD Application No.:
Meets technical standards _____ Does not meet technical standards _____	
Date all Information received: _____ Reviewed by: _____ Fee Paid: _____ /MOU _____ Check No: _____	
In-Stream: yes <input type="checkbox"/> no <input type="checkbox"/>	Application Processed: yes <input type="checkbox"/> no <input type="checkbox"/>

Table 1	SESC Fee Schedule	Review Fee	Inspect Fee
Section 1	Initial Application Fee		
	Construction Site 0-4 acres	\$300	\$690
	Construction Site 5-9 acres	\$370	\$690
	Construction Site 10-14 acres	\$485	\$1450
	Construction Site 15-19 acres	\$530	\$1935
	Construction Site 20-29 acres	\$550	\$2900
	Construction Site 30-39 acres	\$600	\$2900
	Construction Site 40-49 acres	\$645	\$3315
	Construction Site 50-59 acres	\$695	\$3645
	Construction Site 60-69 acres	\$735	\$4860
	Construction Site 70-79 acres	\$760	\$4860
	Construction Site 80-89 acres	\$830	\$5465
	Construction Site 90-99 acres	\$875	\$5465
	Construction Site 100-199 acres	\$920	\$6075
	Construction Site 200-299 acres	\$990	\$7795
	Construction Site 300-399 acres	\$1080	\$8150
	Construction Site 400-499 acres	\$1125	\$8730
**	> 500 acres contact SWCD for a site specific fee		
Section 2	In-Stream or Stream-side work Fee		
	0-2 Month project length	\$700	
	2-4 Month project length	\$1400	
	4-6 month project length	\$2100	
	6-8 month project length	\$2800	
	8-10 month project length	\$3500	
	10-12 month project length	\$4200	
Section 3	Utilities, Railroads, or Linear Projects		
	\$425.00 for each wetland impacted/crossed	\$425 per wetland	
Section 4	Application Extension Fee		
	1/3 of the Original Review Fee	1/3 of Review	
Section 5	Re-Submittal Fee		
	\$110.00	\$110	
Section 6	Non-Compliance Fee		
	Will be notified by letter- Billable at	\$95/hr	
Section 7	Pre-Construction Notification Fee (All projects)		
	Refunded upon written notice of construction start date	\$500	

For fee calculator, see next page.

For projects > 500 acres or any other unique project as determined by the SWCD Board of Directors, a modified fee schedule may be developed on an individual basis, based upon the size, complexity, and duration. **ALL FEES ARE SUBJECT TO YEARLY INCREASES.

SEND REQUIRED INFORMATION WITH FEE PAYABLE TO:

Kane/DuPage Soil and Water Conservation District Hours: M-F 8:00 a.m. - 4:30 p.m.
 2315 Dean Street, Suite 100 Phone: 630-584-7960 x3
 St. Charles, IL 60175 Email: contact@kanedupageswcd.org

This review will be issued on a non-discriminatory basis without regard to race, color, religion, national origin, age, gender, handicap or marital status. The Kane/DuPage Soil and Water Conservation District is a nonprofit organization.

Fee Calculator and Worksheet

Step 1: Review Fee		
Acres of disturbance*	_____	Line 1
Enter review fee using table 1	\$ _____	Line 2
Step 2: Inspection Fee MUST ENTER AT LEAST 1 YEAR IN LINE 3		
Length of project (whole years – round up)	_____	Line 3
Enter inspection fee using table 1	\$ _____	Line 4
Multiply line 3 and line 4	\$ _____	Line 5
Step 3: In-Stream or Stream-Side Work Fee (If not applicable, enter \$0 in line 7 and go to step 4)		
Length of Work (months – round up)	_____	Line 6
Enter fee using table 2	\$ _____	Line 7
Step 4: Linear Project** (If not applicable, enter 0 in line 8 and go to step 5)		
Enter the number of impacted wetlands on line 8	_____	Line 8
Wetland impact fee	\$ 425 _____	Line 9
Multiply line 8 and line 9	_____	Line 10
Step 5: Total Fee		
Pre-construction notification fee (Refundable)	\$ _____	Line 11
Sum Lines 2, 5, 7, 10 & 11	\$ _____	Line 12
<p><i>*For all projects above 500 acres in size or any other unique project as determined by the KDSWCD Board of Directors, a modified fee schedule will be developed on an individual basis, based upon the size, scope, complexity, and duration of the project.</i></p> <p><i>**Linear projects refer to roadway or utility projects</i></p>		
<p><i>Please remit this worksheet with your payment.</i></p>		

Total Fee = Review Fee + Inspect fee + In-Stream Fee* + Wetland Impact Fee* + Pre-construction notice fee

*if applicable

SitePlanChecklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

1. Existing site conditions and natural resources present, including:

- Site boundaries and adjacent lands that accurately identify site location
- Buildings, roads and utilities
- Topography, vegetation, drainage patterns, sub-watershed delineation, critical erosion areas, and any subsurface drainage tiles
- Wetland and floodplain delineation - Please show the boundaries on the construction plans.
- Adjacent areas that affect or are affecting the project site, e.g. drainage onto or through the site affecting wetlands, streams, lakes, and drainage areas downstream.
- Vicinity map.
- Show areas where trees and vegetation are to be preserved.
- Map legend, including north arrow and scale on all materials submitted.

2. Final site conditions, including:

- An accurate depiction of post-construction appearance - e.g. utilities, roads, buildings, open space
- Locations, dimensions, cross sections and elevations of all (temporary and permanent) storm water management facilities (including sediment basins), plus inlet and outlet locations Surface flow direction, including sheet flow and concentrated flow direction
- Post-construction topography, **final contours should be easily distinguished** (2 foot contour is preferred) including sub-watershed delineations.

3. A complete soil erosion and sediment control plan, including:

- Location and detailed drawings of all permanent and temporary soil erosion and sediment control practices.
- A schedule outlining the installation of the practices with the responsible parties identified
- Inspection, and maintenance schedules with responsible parties identified
- Seeding information: rates, species, dates, fertilization, temporary or permanent
- Location and dimension of all temporary soil and aggregate stockpiles

4. Locations, dimension & phase timeline of all land disturbing activities, including:

- Designate construction limits, areas that will be disturbed and areas of wetland fill
- Describe grading and building schedule and phasing timeline
- Create and Submit a construction sequence for any in-stream work and/or critical areas

Narrative Checklist

The soil erosion and sediment control plan cannot be reviewed until all of the following information is submitted for each upcoming active construction phase:

- Project description** - Briefly describes the nature and purpose of the land disturbing activity, and the area (acres) to be disturbed.
- Existing site conditions** - A description of the existing topography, vegetation, drainage ways, subsurface drain tile, buildings, roads and utilities.
- Adjacent areas** - A description of neighboring areas such as streams, lakes, residential areas, roads, etc. which might be affected by the land disturbance - Describe any adjacent or neighboring activities that may affect the soil erosion and sediment control plan.
- Off-site areas**- Will any other areas be disturbed? Describe any off-site land disturbing activities.
- Critical areas** - A description of areas on the site that have potentially serious problems. For example, steep or long slopes, channels, intermittent streams, and side hill seeps.
- Soil erosion and sediment control measures**- A description of the methods which will be used to control erosion and sedimentation on the site - Control methods should meet the standards in section 4 of the Illinois Urban Manual.
- Construction Sequence** - A sequence of events for construction in and near creeks, streams, or other critical areas.
- Permanent stabilization** - A brief description including specifications of how the site will be stabilized after construction is completed.
- Calculations** - Detailed calculations for the design of temporary sediment basins, permanent storm water detention basins, diversions, channels, etc. Include pre and post development runoff.
- Detail drawings** - Include detail drawings form the Illinois Urban Manual. Any structural practices used that are not referenced to the Illinois Urban Manual or local handbooks should be explained and illustrated with detail drawings.
- Operation and Maintenance** - Provide a schedule of maintenance for all temporary and permanent erosion and sediment control practices to ensure that they perform properly. Identify the parties responsible for maintenance.

MEMORANDUM OF UNDERSTANDING

Between the City of St. Charles, the Kane-DuPage County Soil and Water Conservation District, and the USDA-Natural Resources Conservation Service

This Memorandum of Understanding is made and entered into by and between the following parties:

1. City of St. Charles, a unit of local government of the state of Illinois (hereinafter referred to as (City)).
2 E. Main St., St. Charles, IL 60174
2. The Kane-DuPage Soil and Water Conservation District, a body politic and corporate of the state of Illinois (hereinafter referred to as "KDSWCD").
545 S Randall Rd, St Charles, IL 60174
3. United States of America, acting by and through the Natural Resources Conservation Service, an agency of the United States Department of Agriculture (hereinafter referred to as "NRCS"). The St Charles Field Office, 545 S Randall Rd, St Charles, IL 60174

I. PURPOSE

Landowners and occupiers, natural resource agencies, and other government entities all benefit from well-planned and implemented measures intended to protect soil, water, and other natural resources. The above-mentioned parties share a common objective of assisting the general public as well as other local, state, and federal units of government in the understanding, development, and wise use of natural resources in St. Charles, Illinois.

It is agreed that soil, water, and other natural resources must be protected from degradation and depletion that often results from land-disturbing development activities when runoff and erosion are not properly controlled. Such adverse effects on these natural resources can be detrimental to the health, safety, and general welfare of the public. The parties of this agreement mutually agree to exercise, in a coordinated manner, their respective authorities to carry out educational and ethical advisory and regulatory programs to serve the public interest in natural resource conservation.

This Memorandum of Understanding (MOU) will establish a framework to increase cooperation and coordination between the City, the KDSWCD, and the NRCS. This framework is designed to improve services to landowners and users through coordinated government actions, avoid duplication of effort, and enhance other benefits to the public.

II. AUTHORITY

- A. The authority for the City to address items covered by this agreement and to enter into this agreement is included in the following:
 - (1) The Illinois Municipal Code

- (2) Article VII, Section 10 Intergovernmental Cooperation of the Illinois Constitution and
 - (3) The Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.)
 - (4) Specific municipal regulations that address items covered by this agreement are contained within Title 18 of the St. Charles Municipal Code
 - (5) Approval granted by the City Council pursuant to Resolution _____
- B. The authority for the KDSWCD that addresses items covered by this agreement is included in the following:
- (1) Illinois Soil and Water Conservation Districts Act (70 ILCS 405/1-405/43).
- C. The authority for the NRCS that addresses items covered by this agreement is included in the following:
- (1) Soil Conservation and Domestic Allotment Act (16 U.S.C. Section 590), as amended and supplemented, Public Law 74-76.
 - (2) Soil Information Assistance for Community Planning and Resource Development (42 u.s.c. 3271-3274).
 - (3) Federal Water Pollution Control Act (33 U.S.C. 1251 et seq. as amended and supplemented, Public Law 92-500).

III. Background

The City of St. Charles is an Illinois municipal corporation incorporated as a City, pursuant to the Illinois Constitution and Illinois compiled statutes. The City of St. Charles is located in St. Charles and Geneva Townships in Kane County and Wayne Township in DuPage County, Illinois.

The KDSWCD is a locally organized and operated governmental agency created by state law for the express purpose of promoting the protection, maintenance, improvement, and wise use of soil, water, and other natural resources within its boundary. To accomplish this, the KDSWCD works cooperatively with individuals, groups, and units of government. Technical assistance and education programs are utilized to increase awareness of natural resources, provide solutions to problems, and identify better ways of managing these resources.

The mission of the Natural Resources Conservation Service (NRCS) is to provide leadership and administer programs to help people conserve, improve, and sustain our natural resources and environment. The NRCS, an agency within the U.S. Department of Agriculture (USDA) is responsible for a national program of conserving and developing land and water resources with primary objectives of reducing soil erosion to acceptable limits, improving and maintaining water quality, and promoting conservation programs by providing technical assistance to individuals, groups, and units of government in cooperation with the soil and water conservation districts, watershed groups, resource conservation, and development groups, and other federal, state, local agencies, and departments.

IV. The City agrees to:

- A. Abide by all applicable provisions of federal, state, and local legislation dealing directly or indirectly with items contained in this agreement.
- B. Notify the KDSWCD of the intent of a land developer or builder to prepare a subdivision plat or construction project proposal.
- C. Request the KDSWCD to conduct on-site soil erosion and sediment control inspections as described in this memorandum.
- D. Refer City officials, developers, builders, and contractors to KDSWCD for advice and information, as needed, concerning the design and installation of recommended practices as provided in this memorandum.
- E. Cooperate with KDSWCD to provide information as needed, to City officials, developers, consultants, builders, contractors, and others.
- F. Seek the advice and assistance of the KDSWCD and the cooperating agency's technical staff with regard to the conservation, wise use, and development of natural resources.
- G. Utilize appropriate and accepted references for conservation practices standards and specifications when implementing natural resource protection provisions of City ordinances.
- H. Not charge for any assistance made available by NRCS and conduct its work in such a manner that cooperating land users, units of government, and the public will generally understand that any charges it may make are not for NRCS assistance.
- I. Assume administrative responsibilities for City employees or officials involved in carrying out the provisions of the agreement.

V. The KDSWCD agrees to:

- A. Utilize appropriate and accepted technical references to provide conservation practice standards and specifications for structural and vegetative measures that are recommended to address recognized natural resource-related concerns.
- B. Assist with on-site inspections during the active construction phase(s) of land development projects to determine whether site development is in compliance with the approved plan and ordinance requirements and determine adjustments needed to the approved plan. After construction has been completed, determine whether permanent site stabilization has been achieved and identify operation and maintenance needs.
- C. Consult with land developers, consultants, and contractors concerning the design criteria, installation and maintenance procedures, and other information regarding conservation practices recommended under the provisions of this agreement.
- D. Provide technical advice and assistance as requested by the officers of City regarding the conservation, wise use, and development of natural resources under their control.
- E. Assume administrative responsibilities for KDSWCD employees or officials involved in carrying out the provisions in this agreement.

VI. The Natural Resources Conservation Service (NRCS) agrees to:

- A. As requested, assist the City and the KDSWCD in carrying out the provisions outlined in this agreement. This assistance will follow NRCS and/or SWCD workload priorities as outlined in the Field Office Annual Plan of Operation.
- B. Provide technical reference materials routinely used by NRCS and the KDSWCD to the City as needed or requested and within capabilities.

- C. Provide planning and technical assistance to the City and the KDSWCD staff in resource management, including but not limited to stormwater management, erosion and sediment control, and other natural resource-related concerns.
- D. Assume administrative responsibilities for NRCS employees involved in carrying out the provisions of this agreement.

VII. The City, The KDSWCD, and the NRCS all mutually agree:

- A. That the City retains the right of final decision on lands it owns or exercises control over in regards to the use and management of soil, water, and other natural resources, as well as any issues, opinions, findings, or actions resulting from this memorandum, including enforcement of all ordinances and regulations regarding soil erosion and sediment control.
- B. To comply with the nondiscrimination provisions as contained in Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259) and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and in accordance with regulations of the Secretary of Agriculture (7CFR-15, Subparts A & B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status or disability be excluded from participation in, be denied the benefits or, or be otherwise subjected to discrimination under any program or activity, receiving federal financial assistance from the Department of Agriculture or any agency thereof.
- C. That except as provided herein or mutually agreed upon, no charges or fees for labor, equipment, wages, or materials will be billed by or to any other party specifically included in this Memorandum.
- D. That this Memorandum shall become effective on the date of the last signature affixed hereto. This Memorandum may be modified or terminated at any time by mutual consent of the parties hereto. This Memorandum may be terminated by any party, by sending thirty (30) days written notice by first class mail to the other parties at their office in the City of Charles, and in Kane County. Following the issuance and receipt of a request for amendment or a notice of termination, a meeting of the officially designated representative of all parties will be called.
- E. That no party to this Memorandum shall assign this Memorandum, nor any interest arising herein, to any other party without the prior written consent of all parties involved.
- F. That nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of copartners between the parties, or as constituting the NRCS or the KDSWCD (including its officers, employees, and agents) the agent, representative, or employee of the City for any purpose or in any manner, whatsoever. Likewise, nothing contained herein is intended or should be construed as constituting the City (including its officers, employees, and agents) the agent, representative, or employee of the KDSWCD or NRCS. All of the parties to this Memorandum are, and shall remain, independent parties with respect to all services performed under this Memorandum.
- G. That the provisions of this Memorandum are severable. If any paragraph, section, subdivision, sentence, clause, or phase of the Memorandum is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this Memorandum. However, upon the occurrence of such event, any party may terminate this Memorandum forthwith upon the delivery of written notices of termination to the other parties, as provided in paragraph D above.
- H. That it is understood and agreed that the entire agreement of the parties is contained herein

and that this Memorandum supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

- I. That this Memorandum will be reviewed by all parties at least annually. Any problem with or suggested modification to this Memorandum will be brought to the attention of the appropriate responsible official for solving through existing policy and procedure of the specific parties to this Memorandum.
- J. Each of the parties acknowledges the working nature of this Memorandum. Each party agrees to cooperate and consult with the other parties in an effort to speedily and amicably resolve any unforeseen difficulties or problems not covered by this Memorandum.
- K. Each party, as mutually agreed upon, will provide or arrange for such additional services, facilities, equipment, materials, and arrangements as may be required to achieve common objectives.

VIII. ADOPTION

The foregoing Memorandum of Understanding has been adopted by resolution of each of the parties thereto, duly recorded in the official proceeding of each, and as attested by the signatures affixed below.

CITY OF ST. CHARLES

_____ (name)

_____ (title)

Date:

KANE-DUPAGE SOIL AND WATER CONSERVATION DISTRICT

_____ (name)

_____ (title)

Date:

U.S. DEPARTMENT OF AGRICULTURE-NATURAL RESOURCES CONSERVATION

_____ (name)

_____ (title)

Date: