



Metropolitan Water Reclamation District of Greater Chicago

100 East Erie Street
Chicago, IL 60611

Legislation Details (With Text)

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Title: Authority to negotiate and enter into intergovernmental agreements with Maine Township, the Maine Township Road District, and the City of Park Ridge for Contract 12-056-5F Flood Control Project on Farmers and Prairie Creeks, NSA

Sponsors:

Indexes:

Code sections:

Attachments: 1. 12-056-5F_BL Exhibit.pdf

Date	Ver.	Action By	Action	Result
4/21/2022	1	Board of Commissioners	Approved	Pass

TRANSMITTAL LETTER FOR BOARD MEETING OF APRIL 21, 2022

COMMITTEE ON STORMWATER MANAGEMENT

Mr. Brian A. Perkovich, Executive Director

Authority to negotiate and enter into intergovernmental agreements with Maine Township, the Maine Township Road District, and the City of Park Ridge for Contract 12-056-5F Flood Control Project on Farmers and Prairie Creeks, NSA

Dear Sir:

Authority is requested to negotiate and enter into intergovernmental agreements (IGAs) with Maine Township ("Township"), the Maine Township Road District ("Road District"), and the City of Park Ridge ("City") establishing certain responsibilities associated with the design, construction, and maintenance of the Flood Control Project on Farmers and Prairie Creeks, NSA ("Project").

On January 23, 2020, the Board of Commissioners authorized the District to negotiate and enter in an IGA with the Township for the Farmers Creek portion of the Project. On April 3, 2014, the Board of Commissioners authorized the District to negotiate and enter in an IGA with the City for the Project. In addition to the Township and the City, the Road District will need to be a party to an IGA for the Project in order to provide maintenance of culverts proposed to be constructed under the Project.

The Project involves conveyance and storage improvements along Farmers Creek and Prairie Creek in the Township and the City. Features of the design along Farmers Creek include lowering the normal water level at Lake Mary Anne to provide additional stormwater storage and protect adjacent homes from recurring flood damage along with construction of a new outlet structure, junction structure, and storm sewer across Golf Road. Flood control features proposed on Prairie Creek include modifying an existing detention pond to provide additional stormwater storage, constructing a bypass conduit along Dempster Street, channel conveyance improvements, and removal or replacement of restrictive culverts and bridges. The District has requested that IDOT maintain any proposed improvements within their right-of way. IDOT has indicated it will

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provide a letter of confirmation upon completion of their review of our project design.

Based on the foregoing, it is requested that the Board of Commissioners grant authority to negotiate IGAs with the Township, the Road District, and the City, and that the Chairman of the Committee on Finance, Executive Director and Clerk be authorized to execute said IGAs on behalf of the District, as well as any documents necessary to effectuate the transaction and conveyance of the agreement, upon approval by the Director of the Engineering as to technical matters and by the General Counsel as to form and legality.

Requested, Catherine A. O'Connor, Director of Engineering, KMF:JK

Recommended, Brian A. Perkovich, Executive Director

Disposition of this agenda item will be documented in the official Regular Board Meeting Minutes of the Board of Commissioners for April 21, 2022

Attachment



BOARD OF COMMISSIONERS

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Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET

CHICAGO, ILLINOIS 60611-3154

312.751.5600

Catherine A. O'Connor, Ph.D., P.E.
Director of Engineering

312.751.7905 f. 312.751.5681
catherine.o'connor@mwrd.org

February 16, 2022

Karen J. Dimond
Township Supervisor
Maine Township
1700 Ballard Road
Park Ridge, Illinois 60068

Dear Ms. Dimond:

Subject: Draft Intergovernmental Agreement for the Construction and Perpetual Maintenance of the Flood Control Project on Farmers and Prairie

On October 26, 2021, the Metropolitan Water Reclamation District of Greater Chicago (District) presented information regarding the subject project to the Maine Township (Township) Board. After this presentation, the Township confirmed its interest in working with the District to move this project forward, as noted in the meeting minutes. As such, the District drafted an Intergovernmental Agreement (IGA) for the project and has since provided it to the Township for review and comment.

While the IGA is being finalized, the District needs to initiate the acquisition of a property near Lake Mary Anne. The property is located at 9630 Golf Road, Des Plaines, Illinois (PIN 09-10-301-119-0000). A discharge pipe for this project will be located on this property and it would be beneficial for the Township to own the property in order to maintain the discharge pipe in the future. As a result, we are requesting that the Township confirm that it agrees in principle with the main terms and conditions set forth in the draft IGA. In particular, we ask that the Township acknowledge and affirm that it will assume ownership and maintenance responsibilities for the property at 9630 Golf Road if the IGA is ultimately approved by the District and the Township. The District understands and acknowledges that this letter is not a binding agreement between the District and the Township, and the Township will not be bound to the terms of the IGA unless and until the IGA has been properly approved by the Township board.

Karen J. Dimond

-2-

February 16, 2022

Kindly indicate the Township's agreement to the foregoing by signing a copy of this letter and returning it to the undersigned as soon as possible. The District is very pleased to partner with the Township on this project and is convinced that collaborative efforts like these will help to greatly reduce the impacts of flooding and improve the quality of life throughout Cook County.

If you have any questions, please contact Mr. Pedro Ortiz at OrtizP@mwr.org.

Very truly yours,



Catherine A. O'Connor
Director of Engineering

CO'C:KMF
Enclosure

cc: Ms. Susan Morakalis, General Counsel

ACKNOWLEDGED AND AGREED TO

This 22nd day of February, 2022

MAINE TOWNSHIP

By: 
Karen J. Dimond, Supervisor

By: 
Ed Beauvais, Highway Commissioner

Maine Township Board Meeting October 26, 2021

Maine Township Board meeting has been videotaped.

For more detailed reports and discussions please refer to the recorded meeting at:

<http://mainetown.com/board-meetings/>

Indexed agenda at:

https://mainetown.com/wp-content/uploads/2021/10/agenda_21-10-26.pdf

This meeting will be conducted in person. Physical public attendance at the Township building may be limited or not feasible, so alternative arrangements for public access to hear the meeting are available here: <https://us02web.zoom.us/j/85438578342>. To obtain password to connect to this meeting, please call Richard Lyon at 224-257-4869 prior to 6:00 p.m. on October 26, 2021. The meeting will also be audio or video recorded and made available to the public, as provided by law.

Board Members Present and other Elected Officials: Supervisor Dimond, Trustees: Jones, Horvath, Maher, Malik, Clerk Gialamas and Highway Commissioner Beauvais

Others in Attendance: Kurt Asprooth, Dayna Berman, Kelly Stonitsch, Richard Lyon, Doriene Prorak, Elizabeth Coy, Carol Langan, Marie Dachniwsky, Nader Ghazaleh, Austin Kelso, Marty Cook, Eva Magnowski, Pedro Ortiz, Marty McAlpin, Robert Flinn, Michael Walters, Judy Fregetto, George Velez, Ted Ward and Wiesia Tytko

Supervisor Dimond called the meeting to order at 7:00 p.m., Clerk Gialamas led the Pledge of Allegiance and called the roll.

Agenda Item: Approval of Minutes of September 28, 2021 Bill Pay Review

Trustee Jones	Motion to waive the reading and approve the minutes of the September 28, 2021 Bill Pay Review.
Trustee Horvath	Second.
Motion on a roll call vote as follows:	
Supervisor Dimond	Yes
Trustee Jones	Yes
Trustee Horvath	Yes
Trustee Maher	Yes
Trustee Malik	Yes
Motion carried.	

Agenda Item: Approval of Minutes of September 28, 2021 Board Meeting

Trustee Horvath	Motion to waive the reading and approve the minutes of the September 28, 2021 Board Meeting.
Trustee Jones	Second.
Motion on a roll call vote as follows:	
Supervisor Dimond	Yes
Trustee Jones	Yes
Trustee Horvath	Yes
Trustee Maher	Yes
Trustee Malik	Yes
Motion carried.	

Agenda Item: Approval of Minutes of October 5, 2021 Agency Funding Special Meeting

Trustee Maher Motion to waive the reading and approve the minutes of the
October 5, 2021 Agency Funding Special Meeting.

Trustee Malik Second.

Motion on a roll call vote as follows:

Supervisor Dimond Yes

Trustee Jones Yes

Trustee Horvath Yes

Trustee Maher Yes

Trustee Malik Yes

Motion carried.

Agenda Item: Approval of General Assistance Expenditures

Payrolls dated October 1, 2021 and October 15, 2021 and General Assistance checks #53698 through check #53744 in the amount of \$48,856.46.

Trustee Jones Motion to approve.

Trustee Horvath Second

Motion on a roll call vote as follows:

Supervisor Dimond Yes

Trustee Jones Yes

Trustee Horvath Yes

Trustee Maher Yes

Trustee Malik Yes

Motion carried.

Agenda Item: Approval of Road District Expenditures

Payrolls dated October 1, 2021 and October 15, 2021 and Road District checks #22076 through check #22112 in the amount of \$223,677.72.

Trustee Horvath Motion to approve.

Trustee Maher Second.

Motion on a roll call vote as follows:

Supervisor Dimond Yes

Trustee Jones Yes

Trustee Horvath Yes

Trustee Maher Yes

Trustee Malik Yes

Motion carried.

Agenda Item: Approval of General Town Fund Expenditures

Payrolls dated October 1, 2021 and October 15, 2021 and General Town Fund checks #59003 through check #59063 in the amount of \$269,843.48.

Trustee Maher Motion to approve.

Trustee Horvath Second.

Motion on a roll call vote as follows:

Supervisor Dimond Yes

Trustee Jones Yes

Trustee Horvath Yes

Trustee Maher Yes

Trustee Malik Yes

Motion carried.

Agenda Item: Public Participation
None.

Agenda Item: MWRD Presentation

See video at 4:55.

Pedro Ortiz, Senior Civil Engineer from Metropolitan Water Reclamation District of Greater Chicago gave a presentation on Flood Control Projects for Farmers and Prairie Creeks in Maine Township and Park Ridge. Mr. Ortiz stated that flood control studies and reports are dating back to the 1980's. In 2011 the MWRD identified a potential flood control project in the Farmers and Prairie Creeks sub-watershed. Mr. Ortiz reported on the Flood Control Projects background, overview, purpose, status, requirements and projected timeline. Mr. Ortiz stated that if the Maine Township Board agree to this project, MWRD will need a commitment from Maine Township and the City of Park Ridge to negotiate an Intergovernmental Agreement.

Discussion. Questions and comments were presented by the Trustees, Clerk Gialamas, Supervisor Dimond, Highway Commissioner Ed Beauvais, Code Enforcement Officer Nader Ghazaleh and Spaceo Engineer Ted Ward.

After discussion, Supervisor Dimond stated that everyone agrees that the proposed project is much needed and will be beneficial for our residents. She asked Mr. Ortiz to present the draft Intergovernmental Agreement and possible costs for the next Board meeting.

Agenda Item: Department Head Report – Marie Dachniwsky/MaineStreamers

See video at 40:13.

Marie Dachniwsky, MaineStreamers Director stated that the Maine Township Senior program has been in existence for over 30 plus years. The program offers a variety of opportunities for residents 55 and older. Membership is free and includes a bi-monthly newsletter, which details all activities for the upcoming months. The mission/goal of the MaineStreamers' Department is to offer a variety of classes, programs and day trips at cost to members. Ms. Dachniwsky reported that in addition to day trips and overnight trips, MaineStreamers also have a variety of programs, such as educational programs, fitness classes and a variety of fun and recreational activities.

Ms. Dachniwsky thanked the Board for coming out to the MaineStreamers' outdoor events this past summer. She added that a lot of members have commented how much they enjoyed seeing the Board members at these events.

Agenda Item: Personnel, Hiring Discretion for MaineStay Therapist Position

See video at 46:03.

Richard Lyon, MaineStay Director stated that his department is struggling to replace family therapists due to the shortage of medical specialists.

Mr. Lyon asked the Board for some discretion to interview and chose the person without Board approval. He added that he lost a lot of interviewed people due to they couldn't or didn't want to wait for the next Board meeting and Board approval.

Supervisor Dimond	Motion to approve delegating discretion to Administrator along with the MaineStay Director to make a job offer to the candidate applying for any of these therapy positions.
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Trustee Jones	Second.
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Motion on a roll call vote as follows:

Supervisor Dimond	Yes
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Trustee Jones	Yes
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Trustee Horvath	Yes
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Trustee Maher	Yes
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Trustee Malik	Yes
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Motion carried.

Agenda Item: Old Business, Discussion on Cybersecurity Audit RFP

See video at 49:26.

Supervisor Dimond presented to the Board the Request for Proposal for the professional cybersecurity auditing services. She stated that this request will be posted on our website declaring that Maine Township is seeking submissions for professional cybersecurity auditing services from qualified vendors or firms.

Agenda Item: Old Business, Discussion and Possible Vote on Public Relations Consultant Rate and Contract

See video at 50:13.

Supervisor Dimond stated that in September, the Board voted to select Marty McAlpin and Robert Flinn for the Maine Township Public Relations and Marketing Consultants.

Supervisor Dimond presented the proposed rate structure from McAlpin and Flinn, for the Board to choose one proposal from four tiers: Gold \$4,000, Silver \$3,250, Copper \$2,850 and Bronze \$2,500.

Discussion.

Some questions were answered by McAlpin and Flinn. After discussion it was decided that McAlpin and Flinn will produce the contract for the Copper Tier in amount of \$2,850 for the Board final decision and approval.

Agenda Item: New Business, Discussion on Internal Auditing Services RFP

See video at 57:37.

Supervisor Dimond presented to the Board the Request for Proposal (RFP) for Internal Audit Services which was prepared by Administrator Berman, and it is currently reviewed by our Attorney at Ancel Glink. She stated that it is responsibility of the Township to have an independent audit service. Supervisor Dimond asked the Board for any concerns and comments regarding the proposed contract. She added that this RFP will be posted on our website inviting qualified firms of Certified Public Accountants to submit a proposal to conduct the annual audit of Maine Township.

Agenda Item: New Business, Discussion on Maine Township Partnership with Clean Energy Providers

See video at 1:00:54.

Supervisor Dimond stated that she was approached by the Clean Energy Company to make a presentation regarding subscribing to clean, renewable energy from local solar farm. Supervisor Dimond asked if the Board is interested in a solar energy presentation.

Discussion.

After discussion it was decided that a presentation on solar energy will be at the next Board meeting.

Agenda Item: New Business, Discussion and Possible Vote on Estimated General Town Fund/General Assistance and Road & Bridge Levy Ordinances 2021

See video at 1:07:36.

Administrator Berman stated that December 8, 2021 is the last day for the Board to determine the estimated property tax levy and December 28, 2021 is the last day to adopt and file the Tax Levy Ordinances with the Cook County Clerk's office.

Administration Berman presented to the Board the 2021 estimated Tax Levy for Town Fund and General Assistance. She stated that the estimated levy has been kept flat from 2020 tax levy ordinance.

Discussion.

Highway Commissioner Beauvais stated that after reviewing previously passed levy ordinances he decided to maintain the freeze on the tax levy. There will be no increase for the upcoming fiscal year. He presented to the Board the 2021 estimated Tax Levy for Road District.

Trustee Jones	Motion to adopt the estimated 2021 Tax Levy for Town Fund and General Assistance Fund as presented in the total amount of \$3,255,049.00.
Trustee Horvath	Second.

Motion on a roll call vote as follows:

Supervisor Dimond	Yes
Trustee Jones	Yes
Trustee Horvath	Yes
Trustee Maher	Yes
Trustee Malik	Yes

Motion carried.

Trustee Horvath	Motion to adopt the estimated 2021 Tax Levy for Road District as presented in the total amount of \$2,605,553.00.
Trustee Jones	Second.

Motion on a roll call vote as follows:

Supervisor Dimond	Yes
Trustee Jones	Yes
Trustee Horvath	Yes
Trustee Maher	Yes
Trustee Malik	Yes

Motion carried.

Agenda Item: Officials' Reports

Trustee Malik stated that he and Supervisor Dimond went on an educational tour of the Sabeel Center and learned how the building is dedicated to Prophet Muhammed.

Trustee Malik informed the Board that he ordered a Suggestion Box on Amazon which will be delivered to the Township on the beginning of November.

Trustee Maher extended his thanks to all Maine Township staff and especially to Marty Cook for the beautiful story of recovery in his report.

Trustee Horvath stated that on October 28th she will be attending the Ribbon Cutting ceremony for the newly renovated Des Plaines Theater.

Trustee Jones extended her invitation for attending the Neighborhood Watch meeting on the first Wednesday of each month.

Supervisor Dimond reported that the Grant Funding process is continuing and the decision of the grant allocations will be made after November 2nd Agency Funding Special meeting.

Supervisor Dimond noted that Maine Township will be hosting a Covid-19 Jewel-Osco vaccine booster clinic on Monday, November 8th at Town Hall. She informed everyone that the Rotary Coat Drive has generously donated new coats to Maine Township for free distribution. Supervisor Dimond stated that she recently learned of a South Asian research study project from Northwestern University. The study is an exercise program for South Asian women with the goal to understand the best ways to increase physical activity in their community. The information regarding this study will be posted on our website.

Supervisor Dimond pointed out that the Board meetings were conducted in person and Zoom since May. She added that for the last four meetings there is no participation on Zoom. The Board meetings are livestream on YouTube. After a short discussion the Board decided not to run Zoom meetings any longer.

Supervisor Dimond reported that she attended the TOCC Supervisor's Division meeting and learned what kind of services are offered by other Townships.

Clerk Gialamas stated that he attended in person the TOCC Clerk's Division meeting on Thursday, October 7th. He and Trustee Jones donated blood in the Blood Drive event on Thursday, October 14th in the Town Hall.

Highway Commissioner Beauvais reported that the 2021 annual road resurfacing project was completed earlier than expected this year in September. He thanked the residents for responding to the Highway Department Report Card and for giving valuable feedback into improvements the Highway Department can make as a local unit of government. Highway Commissioner Beauvais stated that he will

be implementing these recommendations, when possible, in future Highway Department operational planning.

For more detailed Officials' Reports see video at 1:19:56.

Agenda Item: Adjournment

Trustee Horvath	Motion to adjourn.
Trustee Maher	Second.
Motion on a roll call vote as follows:	
Supervisor Dimond	Yes
Trustee Jones	Yes
Trustee Horvath	Yes
Trustee Maher	Yes
Trustee Malik	Yes

Motion carried.

The meeting was adjourned at 8:35 p.m.

Maine Township Clerk

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MAINE TOWNSHIP
ROAD DISTRICT, MAINE TOWNSHIP AND THE METROPOLITAN WATER
RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND
PERPETUAL MAINTENANCE OF A FLOOD CONTROL PROJECT ON FARMERS &
PRAIRIE CREEKS**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) entered into by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic organized and existing under the laws of the State of Illinois (“MWRDGC”), the Maine Township Road District, an Illinois road district organized and operating pursuant to the Illinois Highway Code, 605 ILCS 5/1-101 *et seq.* (“Road District”), and Maine Township, a unit of local government organized and existing under the Illinois Township Code, 60 ILCS 1/1-1, *et seq.* (“Township”). For convenience, MWRDGC, the Road District and the Township may be referred to individually as a “Party” and collectively as the “Parties.”

WITNESSETH:

WHEREAS, on November 17, 2004, Public Act 093-1049 amended the Metropolitan Water Reclamation District Act (“Act”) in various ways; and

WHEREAS, the Act, as amended, declares that stormwater management in Cook County, Illinois, is under the general supervision of MWRDGC; and

WHEREAS, Public Act 098-0652 amended the Act again on June 18, 2014 by specifically authorizing MWRDGC to plan, implement, and finance activities relating to local stormwater management projects in Cook County; and

WHEREAS, the amended Act further authorizes MWRDGC to assume responsibility for maintaining any stream within Cook County; and

WHEREAS, the Township is located within the boundaries of Cook County; and

WHEREAS, pursuant to Articles 85, 11, and 205 of the Illinois Township Code, 60 ILCS 1/85, 110, and 205, respectively, the Township has the authority to maintain waterways and flood control structures within its corporate limits; and

WHEREAS, pursuant to Articles 6 and 9 of the Illinois Highway Code, 605 ILCS 5/6-107, 110; 605 ILCS 5/6-201.2, 201.7, 201.8; 605 ILCS 5/9-101, 111.1 etc., respectively, the Road District has general charge of roads in its district and is responsible for the construction, repair, maintenance and supervision of roads throughout its jurisdiction, including rights-of-way, culverts and drainage structures; and

WHEREAS, flooding threatens residential structures adjacent to Lake Mary Anne within the corporate limits of the Township; and

WHEREAS, flooding also threatens structures, roadways, and infrastructure along a portion of Prairie Creek within the corporate limits of the Township; and

WHEREAS, MWRDGC intends to reduce flood damages, increase storage, facilitate flow, and provide increased flood protection in the Township via design, construction, and installation of channel improvements (“Project Improvements”); and

WHEREAS, the Road District intends to operate, maintain, and own the Project Improvements after completion of construction and installation; and

WHEREAS, design, construction, installation, and perpetual maintenance and operation of the Project Improvements (collectively hereinafter referred to as “Project”) is intended to provide for the public benefit of reducing flooding in the general area (“Public Benefit”); and

WHEREAS, the Project may be approached more effectively, economically, and comprehensively with the Road District, Township and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and Section 10 of Article VII of the Illinois Constitution allow and encourage intergovernmental cooperation; and

WHEREAS, on April 21, 2022 MWRDGC’s Board of Commissioners authorized MWRDGC to negotiate and enter into an intergovernmental agreement with the Road District and the Township; and

WHEREAS, on 2/22/22 the Township’s Board of Trustees authorized the Township to enter into an intergovernmental agreement with MWRDGC; and

WHEREAS, on 2/22/22 the Highway Commissioner authorized the Road District to enter into an intergovernmental agreement with MWRDGC; and

NOW THEREFORE, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Road District, Township and MWRDGC hereby agree as follows:

Article 1. Incorporation of Recitals The recitals set forth above are incorporated herein by reference and made a part of this Agreement.

Article 2. Scope of Work

1. The work contemplated by this Agreement will include final design, construction, operation, and maintenance of the Project Improvements as depicted in Exhibit 1 and discussed herein. Once operational, the Project Improvements will: (1) provide additional flood storage within Lake Mary Anne through a new outlet structure and reinforced concrete storm sewer across Golf Road; (2) provide inlet protection for Lake Mary Anne; (3) stabilize approximately 280 linear feet of Farmers Creek upstream of Bay Colony Drive through selective clearing, seed, and erosion control blanket; and (4) provide Prairie Creek with conveyance improvements through streambank stabilization, culvert replacements, approximately 200 linear feet (LF) of retaining wall, and replacement of a culvert with open channel just downstream of Parkside Drive.
2. MWRDGC has prepared construction drawings, specifications, and details (“Construction Documents”) for the contemplated Project Improvements.
3. MWRDGC will provide the Road District and the Township with copies of both ninety-eight percent (98%) and one-hundred percent (100%) complete Construction Documents for the Road District and the Township’s review and comment.
4. The Road District and the Township shall review and provide comments to MWRDGC in writing within thirty (30) days of receipt of the ninety-eight percent (98%) and one-hundred percent (100%) complete Construction Documents.
5. MWRDGC shall use good faith efforts to incorporate the Road District and the Township’s review comments, if any, into final Construction Documents (“Final Construction Documents”) in accordance with professional engineering standards. A copy of the Final Construction Documents shall be provided to the Road District and the Township prior to the start of construction of the Project Improvements.
6. MWRDGC shall construct, or have constructed, at MWRDGC’s sole cost and expense, the Project Improvements in accordance with the Final Construction Documents.
7. At its sole cost and expense, the Road District will solely operate and maintain the Project Improvements in accordance with Article 6 of this Agreement.
8. For purposes of this Agreement, “Substantial Completion” of the Project will occur when MWRDGC has installed all Project Improvements according to the Final Construction Documents.

9. For purposes of this Agreement, “Final Completion” of the Project will be achieved upon the contractor's completion of the mandatory growing season, and the monitoring and management period, for vegetation located in the Township, as may be required by the U.S. Army Corps of Engineers' permit and in conformance with the performance standards set forth in the Final Construction Documents.

Article 3. Permits and Fees.

1. MWRDGC shall obtain all federal, state, local, and county permits required by law for the construction of the Project Improvements and shall assume any costs in procuring said permits. Additionally, MWRDGC will obtain all consents and approvals required by federal, state, local, and/or county regulations for the construction of the Project Improvements and will assume any costs incurred in procuring all such consents and approvals.
2. The Road District and the Township shall exempt MWRDGC and its contractors from all municipal permit requirements that may be applicable to the construction of the Project Improvements, including any associated fees. The Road District and the Township will also exempt MWRDGC and its contractors from any applicable fees associated with their plan reviews and inspections of the Project. In addition, if MWRDGC is required to pay relocation expenses for any persons displaced from a home or business due to the Project, the Road District and the Township shall exempt MWRDGC and/or the displaced person from any fees related to Road District or the Township’s permits, reviews, or approvals relating to the relocation.
3. The Road District shall obtain all permits necessary for the performance of any operations or maintenance work associated with the Project, in accordance with Article 5 of this Agreement.

Article 4. Property Interests.

1. Prior to construction, MWRDGC, at its sole cost and expense, will undertake to acquire from residential and commercial property owners any temporary or permanent easements, license agreements, or fee simple title necessary for construction of, maintenance of, and access to the Project Improvements (“Project Right of Way”), including by right of condemnation. The Township and the Road District will assist MWRDGC in its efforts to obtain said property interests by facilitating discussions with property owners.
2. The property interests obtained by MWRDGC will provide the rights necessary for the Road District to access and maintain the Project Improvements in perpetuity.

3. MWRDGC reserves the right to terminate this Agreement in accordance with Article 9 below in the event that MWRDGC determines that any part of the Project Right of Way is unsuitable for the Project's purposes.
4. MWRDGC reserves the right to terminate this Agreement if MWRDGC is unable to obtain all required property for the Project, including where MWRDGC determines, in its sole discretion, that utility relocations are not feasible or cost-effective.
5. The Road District and the Township shall assist MWRDGC in relocating public and private utilities to accommodate the Project, including, but not limited to, requesting any private utility companies (e.g., gas, electric, cable, telephone, etc.) to relocate their facilities and infrastructure at the utility companies' own expense. Such assistance by the Road District and the Township is to be provided at no direct monetary cost to the Road District and the Township, except in instances where the Road District or the Township has the legal right to compel utility companies to relocate their facilities and infrastructure in the public right of way or on other public property pursuant to a franchise agreement, ordinance, or other legal document. In those instances, the Road District and/or the Township shall pursue any and all legal rights and assert any and all legal claims that it may have to compel utility companies to relocate their facilities and infrastructure where necessary for the Project.
6. The Road District and the Township shall assist MWRDGC in securing any rights necessary to perform work in public rights of way, or to relocate public rights of way, as provided for in the Final Construction Documents.
7. Any property acquired by MWRDGC in fee simple shall be conveyed to the Road District as soon as practicable, consistent with the Road District's obligation to assume perpetual ownership and maintenance responsibilities, as set forth in Articles 5 and 6 of this Agreement. MWRDGC shall retain any easements necessary to fulfill its obligations under this Agreement. The Road District agrees to own and maintain these parcels at its sole expense and to allow MWRDGC to perform demolition of any structures located thereon during construction of the Project Improvements, as provided for in the Final Construction Documents. At its option, the Road District may demolish any structures located on these parcels before construction commences as part of its maintenance obligations; however, any such demolition work shall be at the Road District's sole expense.
8. MWRDGC shall record all easements, licenses or deeds acquired for the Project with the Cook County Recorder of Deeds office at its sole cost and expense.

Article 5. Ownership After Completion of Project.

1. Upon Substantial Completion of the Project, as defined in Article 2 of this Agreement, MWRDGC will issue the “Notice of Substantial Completion” attached hereto as Exhibit 3A, and the Road District, at its sole cost and expense, shall thereafter control the operation, maintenance, and use of all Project Improvements except vegetation, which the Road District will own and maintain upon Final Completion of the Project.
2. Upon Final Completion of the Project, as defined in Article 2 of this Agreement, MWRDGC will issue the “Notice of Final Completion” attached hereto as Exhibit 3B, and the Road District, at its sole cost and expense, shall thereafter control the operation, maintenance, and use of all Project Improvements, including vegetation.
3. After Notice of Final Completion of the Project, MWRDGC shall convey all remaining property rights or interests obtained for the Project Right of Way in the Township to the Road District as soon as practical. For the transfer of easements, the Parties will use substantially the same form as the Easement Assignment Agreement attached hereto as Exhibit 4. The Road District agrees to own the property rights and interests acquired for the Project Right of Way in the Township in perpetuity in order to complete its operations and maintenance obligations. As set forth more fully in Article 6 of this Agreement, upon completion of construction of the Project Improvements, the maintenance costs and obligations shall be the sole responsibility of the Road District; however, MWRDGC reserves the right to enter upon the Project Right of Way to perform any required maintenance that the Road District fails to perform, as set forth in Article 6 of this Agreement.
4. Subsequent to the conveyance of property interests from MWRDGC to the Road District, nothing in this Agreement shall be construed as creating a property interest for MWRDGC in any of the Project Improvements.

Article 6. Maintenance.

1. A draft Operations and Maintenance Plan (“O&M Plan”) is attached hereto as Exhibit 2 and incorporated by reference into this Agreement. MWRDGC will complete a final O&M Plan for the Project (“Final O&M Plan”) during final design and transmit it to the Road District and the Township with the Final Construction Documents in accordance with Article 2 of this Agreement.
2. The Road District, at its sole cost and expense, shall perpetually maintain and operate the Project Improvements in accordance with the Final O&M Plan. The Road District’s maintenance and

operational responsibilities shall commence as follows: (1) its responsibility for maintenance and operation of all Project Improvements excluding vegetation shall commence upon notice of Substantial Completion of the Project; and (2) its responsibility for maintenance and operation of all Project Improvements consisting of vegetation shall commence upon notice of Final Completion of construction by MWRDGC.

3. MWRDGC and the Road District shall conduct joint annual inspections to ensure adequate maintenance of the Project Improvements. The Road District shall not alter any of the Project Improvements without prior written consent of MWRDGC, except for routine maintenance as described in the attached draft O&M Plan.
4. In the event of failure of the Road District to maintain or operate any Project Improvements in accordance with the specific maintenance standards and requirements set forth in the Final O&M Plan, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Road District, directing the Road District to perform such maintenance. If maintenance required by the Final O&M Plan has not been accomplished on or before thirty (30) days after such notice, MWRDGC may cause such maintenance to be performed and the Road District shall pay MWRDGC the entire cost MWRDGC incurred to perform the required maintenance, based on actual documented costs necessary to bring the improvement into conformance with the specific maintenance standards and requirements set forth in the Final O&M Plan.
5. If the Road District abandons or fails to operate the Project Improvements such that they no longer provide the intended Public Benefit, then MWRDGC may demand that some or all of the funding it provided under this Agreement be returned to MWRDGC. However, this paragraph shall not apply if the Road District replaces the Project Improvements with improvements deemed by MWRDGC to have equal or greater stormwater benefit to the public.
6. In performing its obligations under this Article, the Road District shall comply with all access restrictions and notice requirements set forth in the easements recorded pursuant to Article 4 of this Agreement.

Article 7. Notification

1. Bid Advertisement. MWRDGC will provide the Road District and the Township with thirty (30) days' notice prior to Bid Advertisement for the Project. MWRDGC shall be responsible for compliance with all bidding laws and public contracting requirements applicable to the Project and its construction.

2. Construction. MWRDGC shall provide the Road District and the Township with a construction schedule and provide the Road District and the Township a minimum of seventy two (72) hours' notice before the following project milestones:

- Start of work
- Substantial Completion of the Project
- Final Completion of the Project

Article 8. Termination by the Road District and Township Within ninety (90) days after executing this Agreement, or prior to MWRDGC's acquisition of any part of the Project Right of Way, whichever comes first, the Road District and the Township may, at their option, and upon giving notice to MWRDGC in the manner provided in Article 24 of this Agreement, terminate this Agreement as it pertains to the entire Project. With respect to any and all costs related to the Project incurred by MWRDGC prior to notice of the Township's termination of the Agreement, the Road District and the Township must reimburse MWRDGC within thirty (30) days of issuance of its termination notice.

Article 9. Termination by MWRDGC Prior to commencement of Construction of the Project, MWRDGC may, at its option, and upon giving notice to the Road District in the manner provided in Article 26 of this Agreement, terminate this Agreement as it pertains to the entire Project.

Article 10. Effective Date This Agreement becomes effective on the date that the last signature is affixed hereto.

Article 11. Duration Subject to the terms and conditions of Articles 8 and 9 of this Agreement, this Agreement shall remain in full force and effect for perpetuity.

Article 12. Non-Assignment No party may assign its rights or obligations hereunder without the written consent of the other Party.

Article 13. Waiver of Personal Liability No official, employee, or agent of any party to this Agreement shall be charged personally by the other parties with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted herein, nor shall he

or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

Article 14. Indemnification The Road District and Township shall indemnify, exonerate, and hold harmless MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Party") from all liabilities of every kind, including losses, damages, and reasonable costs, payments, and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Party and arise out of, or are in any way related to: (1) the ownership, operation or maintenance of the Project Improvements; (2) the perpetual ownership and possession of the Project Right of Way located in the Township, including without limitation any and all environmental liability; or (3) the exercise of any right, privilege, or authority granted to the Road District or Township under this Agreement. The Road District and Township's obligations set forth in this Article shall not include indemnifying the District against liability for the District's own negligent acts or omissions arising out of its design or construction of the Project.

Article 15. Representations of the Road District and Township The Road District and Township covenant, represent, and warrant as follows:

1. The Road District and Township each have full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Road District and Township are duly authorized to sign same on behalf of and to bind the Road District and Township, respectively;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the Road District or Township or any instrument to which either the Road District or Township is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 16. Representations of MWRDGC MWRDGC covenants, represents, and warrants as follows:

1. MWRDGC has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of MWRDGC are duly authorized to sign same on behalf of and to bind MWRDGC;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of MWRDGC or any instrument to which MWRDGC is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

Article 17. Disclaimers This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between MWRDGC and any party other than the Road District and the Township. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the Parties to this Agreement.

Article 18. Waivers Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

Article 19. Severability If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

Article 20. Necessary Documents Each party agrees to execute and deliver all further documents and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the Final Completion of the Project, MWRDGC shall provide the Road District and Township with “As-Built” drawings for the Project.

Article 21. Compliance with Applicable Laws and Deemed Inclusion of Same The Parties agree to observe and comply with all federal, State, and local laws, codes, and ordinances applicable to the Project. Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement. The Parties to this Agreement shall comply with all applicable federal, State, and local laws, rules, and regulations in carrying out the terms and conditions of this Agreement, including the Equal Opportunity clause set forth in Appendix A to the Illinois Department of Human Rights’ regulations, which is incorporated by reference in its entirety as though fully set forth herein.

Article 22. Entire Agreement This Agreement and any exhibits or riders attached hereto shall constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

Article 23. Amendments This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of all Parties.

Article 24. References to Documents All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which all Parties hereto are privy.

Article 25. Judicial and Administrative Remedies.

1. The Parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the

proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

2. The rights and remedies of MWRDGC, the Road District and the Township shall be cumulative, and election by MWRDGC or the Township of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

Article 26. Notices

1. Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, by facsimile, or by electronic mail. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight messenger service, upon receipt, or by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine; (d) with respect to notices sent electronically by email, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. The name of this Agreement—"INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MAINE TOWNSHIP ROAD DISTRICT, MAINE TOWNSHIP AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF A FLOOD CONTROL PROJECT ON FARMERS AND PRAIRIE CREEKS"—must be prominently featured in the heading of all notices sent hereunder.
2. Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 27, unless otherwise specified and agreed to by the Parties.

Article 27. Representatives.

Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact and receipt of notice in all matters under this Agreement.

For MWRDGC:
Director of Engineering
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Phone: (312) 751-7905
FAX: (312) 751-5681
Email: OconnorC@mwr.org

For the Road District:
Highway Commissioner
Maine Township Road District
1401 Redeker Road
Des Plaines, Illinois 60016
Phone: (312) 751-7905
Fax: (312) 751-5681
Email: MTHighway@aol.com

For the Township:
Township Supervisor
Maine Township
1700 Ballard Road
Park Ridge, Illinois 60068
Phone: (847) 297-2510
FAX: (847) 297-1335
Email: kdimond@mainetown.com

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.


Article 28. Interpretation and Execution

1. The Parties agree that this Agreement shall not be construed against a party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is authorized to do so and that this Agreement is a valid and binding obligation of the Party.

3. The Parties will execute this Agreement in quadruplicate with original signatures unless the Parties agree otherwise.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago, Maine Township Road District and Maine Township, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

MAINE TOWNSHIP ROAD DISTRICT

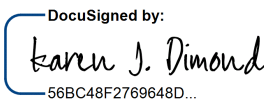
BY:  565FEEAA9A9D48E...
Ed Beauvais, Highway Commissioner

ATTEST:

 5A743AC05FB44AA...
Peter Gialamas, Township Clerk

Date: 6/27/2022 | 2:21 PM CDT

MAINE TOWNSHIP


BY:  56BC48F2769648D...
Karen J. Dimond, Township Supervisor

ATTEST:


 5A743AC05FB44AA...
Peter Gialamas, Township Clerk

Date: 7/7/2022 | 10:38 AM CDT

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

DocuSigned by:

E7C1719E97034E6...

Chairman of the Committee on Finance

DocuSigned by:

814773C96867434...

Executive Director

ATTEST:

DocuSigned by:

D2E2C6C6E55E4D3...


Clerk

DS



Date: 7/15/2022 | 8:09 PM CDT

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

DocuSigned by:

B3D659FFBD4C4EE...

Director of Engineering

Date: 7/7/2022 | 12:43 PM CDT

APPROVED AS TO FORM AND LEGALITY:

DocuSigned by:

A460BC5C214142C...

Head Assistant Attorney

Date: 7/7/2022 | 2:41 PM CDT

DocuSigned by:

60AB3D28A7F44AC...

General Counsel

Date: 7/7/2022 | 3:11 PM CDT

EXHIBIT 1

DEPICTION OF PROJECT - OVERVIEW



Sheet Number: G-001
Page Number: XX

CHNTB

EXHIBIT 2
OPERATION AND MAINTENANCE PLAN

Farmers Creek – Maine Township
Lake Mary Anne - Proposed Headwall & Outlet
Recommended Maintenance

Maintenance Item	Maintenance Schedule & Requirements
Trash Rack/ Sewer Headwall	<p>Perform visual inspection of grates twice yearly (spring and fall). Perform additional visual inspections after heavy storm events.</p> <p>Clean grates as needed based on results of visual inspection Repair or replace grates as necessary.</p> <p>Remove excessive vegetation from headwall area regularly.</p>
18" Sewer Pipe	<p>Perform visual inspection of pipe conditions at manhole and headwall during trash rack inspections.</p> <p>Perform CCTV inspection of sewer to ensure pipe is clear of obstructions and in good condition every five (5) years.</p> <p>Clean or repair as determined by CCTV inspection.</p>

Prairie Creek - Maine Township

Recommended Maintenance

FRCR-8 Maintenance Item	Maintenance Schedule & Requirements
Stream Restoration Components (Re-graded areas, retaining wall)	<ul style="list-style-type: none"> Perform visual inspection of all stream restoration components annually and following intense rain events as necessary. Debris Removal/Component repair - inspect and remove/repair as needed.
Road Culverts and Pedestrian Bridge	<ul style="list-style-type: none"> Culverts/Bridges shall be assessed at least twice annually and following intense rain events to document their condition and general condition of the stream. Debris Removal/Component repair - inspect and remove/repair as needed.
Vegetation Maintenance	<ul style="list-style-type: none"> Restored areas shall be assessed at least once annually and following intense rain events to document vegetation establishment and general condition of the stream. Mowing/Removing weeds - conducted twice annually if needed to control invasive species. Spring: selective mowing and herbicide application. Fall: annual mowing.
FRCR-9 @ Ballard Road Maintenance Item	Maintenance Schedule & Requirements
Stream Restoration Components (Re-graded areas, Pond bank stabilization)	<ul style="list-style-type: none"> Perform visual inspection of all stream restoration components annually and following intense rain events as necessary. Debris Removal/Component repair - inspect and remove/repair as needed.
Road Culverts (5) and Diversion Culvert	<ul style="list-style-type: none"> Culverts shall be assessed at twice annually and following intense rain events to document their condition and general condition of the stream. Debris Removal/Component repair - inspect and remove/repair as needed.
Vegetation Maintenance	<ul style="list-style-type: none"> Restored areas shall be assessed at least once annually and following intense rain events to document vegetation establishment and general condition of the stream. Mowing/Removing weeds - conducted twice annually if needed to control invasive species. Spring: selective mowing and herbicide application. Fall: annual mowing.

EXHIBIT 3A

NOTICE OF SUBSTANTIAL COMPLETION

Exhibit 3A

_____, 202_

_____, Supervisor

Maine Township
1700 Ballard Rd
Park Ridge, IL 60068-1006

Subject: "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MAINE TOWNSHIP AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF FLOOD CONTROL PROJECT ON FARMERS AND PRAIRIE CREEKS"

NOTICE OF PROJECT SUBSTANTIAL COMPLETION AND ACCEPTANCE FOR THE CONTROL, OWNERSHIP, AND PERPETUAL MAINTENANCE OF FLOOD CONTROL PROJECT ON FARMERS AND PRAIRIE CREEKS ("Project")

Dear _____:

Notice is hereby given, pursuant to Article 5 of the Intergovernmental Agreement by and between Maine Township and the Metropolitan Water Reclamation District of Greater Chicago for Construction and Perpetual Maintenance of Flood Control Project on Farmers and Prairie Creeks ("Agreement"), that the Metropolitan Water Reclamation District of Greater Chicago completed the construction of the Project on _____, 202_.

Accordingly, Maine Township hereby acknowledges Substantial Completion of the construction of the Project and agrees to accept ownership, control, and maintenance of the improvements constructed under the Project as of the date of Substantial Completion noted above and in accordance with Articles 5 and 6 of the Agreement.

Please sign below and return an original copy of this letter to our office. If you require further information, please contact _____ at _____.

Very truly yours,

Catherine A. O'Connor
Director of Engineering

ACKNOWLEDGED AND AGREED TO

this _____ day of _____, 202_.

Maine Township

by: _____

EXHIBIT 3B
NOTICE OF FINAL COMPLETION

Exhibit 3B

_____, 202_

_____, Supervisor

Maine Township
1700 Ballard Road
Park Ridge, IL 60068

Subject: "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN MAINE TOWNSHIP AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF FLOOD CONTROL PROJECT ON FARMERS AND PRAIRIE CREEKS"

NOTICE OF FINAL PROJECT COMPLETION AND ACCEPTANCE FOR THE CONTROL, OWNERSHIP, AND PERPETUAL MAINTENANCE OF FLOOD CONTROL PROJECT ON FARMERS AND PRAIRIE CREEKS ("Project")

Dear _____:

Notice is hereby given, pursuant to Article 5 of the Intergovernmental Agreement by and between Maine Township and the Metropolitan Water Reclamation District of Greater Chicago for Construction and Perpetual Maintenance of Flood Control Project on Farmers and Prairie Creeks ("Agreement"), that the Metropolitan Water Reclamation District of Greater Chicago completed the construction of the Project on _____, 202_.

Accordingly, Maine Township hereby acknowledges the Final Completion of the construction of the Project and agrees to accept ownership, control, and maintenance of the improvements constructed under the Project as of the date of Final Completion noted above and in accordance with Articles 5 and 6 of the Agreement.

Please sign below and return an original copy of this letter to our office. If you require further information, please contact _____ at _____.

Very truly yours,

Catherine A. O'Connor
Director of Engineering

ACKNOWLEDGED AND AGREED TO

this _____ day of _____, 202_.

Maine Township

by: _____

EXHIBIT 4
ASSIGNMENT OF EASEMENT

STM:BJD 12/07/2016
16-BD-013

ASSIGNMENT OF EASEMENT AGREEMENT

(Easement Assignment)

THIS AGREEMENT, made and entered into this ____ day of _____, 20____, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter the "MWRDGC") and the Village of Broadview, a unit of local government and body corporate and politic organized and existing under the laws of the State of Illinois (hereinafter the "Village"). The MWRDGC and the Village are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

WHEREAS, on _____, 20____, the Parties entered into a certain Intergovernmental Agreement entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF THE ADDISON CREEK CHANNEL IMPROVEMENTS ("Intergovernmental Agreement");

WHEREAS, pursuant to said Intergovernmental Agreement, the MWRDGC acquired permanent and temporary easements for the purpose of facilitating the construction, maintenance and operation of the Addison Creek Channel Improvements ("Project"), described therein;

WHEREAS, the easement grants from the property owners provide that after the completion of the Project, the MWRDGC shall assign the easements to the Village to inspect, repair, maintain, own and operate the Project improvements;

WHEREAS, the MWRDGC completed the Project on _____;

NOW, THEREFORE, for and in consideration of the representations, covenants, conditions, undertakings, and agreements herein made, the Parties hereto agree as follows:

1. The MWRDGC hereby transfers and assigns to the Village, and its successors and assigns, all right, title and interest in the following recorded easements, subject to all of the terms, conditions, covenants, obligations and liabilities set forth therein:

[List document number of recorded easement and PINs]

2. The District is hereby released from all obligations and liabilities set forth in the above-referenced easement documents, including but not limited to, the indemnities and other obligations, except the obligations and liabilities arising from the design and construction of the Project.

3. The easements set forth in the above-referenced documents shall run with the land and shall inure to the benefit and use of the Village upon the same terms and conditions as forth therein.

4. The District reserves all rights to enter upon the property described in the easement grants listed above to conduct maintenance or to perform repairs that the Village fails to perform in accordance with the Intergovernmental Agreement and the Operations and Maintenance Plan for the Project. The performance of any maintenance or repairs by the District is at the District's option and sole discretion, and any costs for such maintenance or repairs shall be the sole responsibility of the Village, as set forth in the Intergovernmental Agreement.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Broadview, the Parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed on the dates specified below.

BY: _____

_____, Supervisor

ATTEST:

_____, Township Clerk

Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Executive Director

ATTEST:

Clerk

Date

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

Engineer of Stormwater Management **Date**

Assistant Director of Engineering **Date**

Director of Engineering **Date**

Director of Maintenance and Operations **Date**

Director of Monitoring and Research **Date**

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney **Date**

General Counsel **Date**