

EXTRACT OF MINUTES of a regular public meeting of the President and Board of Trustees of the Village of Broadview, Cook County, Illinois, held at Schroeder Park, 2600 South 13th Avenue, Broadview, Illinois 60155, in said Village at 7:00 o'clock p.m. on the 15th day of October, 2018.

* * *

The meeting was called to order by the Village President, and upon the roll being called by the Village Clerk, the following Trustees answered present: _____

_____.

The following Trustees were absent: _____.

(Here various items of business were duly transacted by the President and Board of Trustees of the Village).

The Village President announced that the Bond Issue Notification Act of the State of Illinois required a declaration of the intention of the Village to issue non-referendum general obligation limited bonds of the Village in an amount not to exceed \$1,000,000 to provide additional funds to pay debt service on the Village's General Obligation Capital Appreciation Bonds (Alternate Revenue Source), Series 2003A, and General Obligation Refunding Bonds (Alternate Revenue Source), Series 2015A, and to finance capital projects for the Village, namely vehicles, equipment, street improvements and building improvements, and for the payment of expenses incident thereto, and that the President and Board of Trustees were required to hold a public hearing prior to the adoption of an ordinance providing for the sale of said bonds and the levy of a direct annual tax to pay the principal of and interest thereon.

Whereupon the Village Clerk presented and read in full a resolution as follows:

RESOLUTION concerning a hearing required to be held pursuant to the Bond Issue Notification Act of the State of Illinois prior to the sale of

General Obligation Limited Tax Bonds, Series 2018, of the Village of
Broadview, Cook County, Illinois.

* * *

WHEREAS, pursuant to the provisions of The Municipal Code of the State of Illinois, and all laws amendatory thereof and supplementary thereto (the “**Municipal Code**”), the Village of Broadview, Cook County, Illinois (the “**Village**”), is authorized to issue non-referendum general obligation limited bonds for various purposes of the Village; and

WHEREAS, before the Village may adopt an ordinance selling non-referendum general obligation limited bonds, the President and Board of Trustees of the Village (the “**Board**”) proposing to sell the bonds shall hold at least one public hearing concerning the Village’s intent to sell the bonds pursuant to the Bond Issue Notification Act of the State of Illinois (the “**Act**”); and

WHEREAS, pursuant to the Act, the Village Clerk of the Village shall publish notice of the hearing at least once in a newspaper of general circulation in the Village not less than seven (7) nor more than thirty (30) days before the date of the hearing; and

WHEREAS, on the 5th day of October, 2018, notice of the hearing was published once in the *Chicago Sun-Times*, the same being a newspaper of general circulation in the Village, and an affidavit evidencing the publication of said notice, together with a newspaper clipping of such notice as published attached thereto, having heretofore been presented to the Board, and made a part of the permanent records of the Board; and

WHEREAS, notice of the hearing was given by posting at least forty-eight (48) hours before the hearing a copy of the notice at the principal office of the Board; and

WHEREAS, at the hearing, the Board explained the reasons for the proposed bond issue and permitted persons desiring to be heard an opportunity to present written or oral testimony within reasonable time limits;

NOW, THEREFORE, Be It and It Is Resolved by the President and Board of Trustees of the Village of Broadview, Cook County, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this resolution are full, true and correct and does incorporate them into this resolution by this reference.

Section 2. Hearing. The persons desiring to be heard presenting written or oral testimony on this date were as follows:

See Schedule 1 attached hereto and made a part hereof.

The hearing was finally adjourned at ____ p.m. on the 15th day of October, 2018.

Section 3. Decision to Proceed. Upon review of the written and oral testimony, the Board deems it advisable, necessary and for the best interests of the Village that the non-referendum general obligation limited bonds be sold and that the ordinance selling said bonds be adopted after a period of at least seven (7) days after the date hereof.

Section 4. Reimbursement. The Village hereby declares its intent to reimburse expenditures for capital projects of the Village, including vehicles, equipment, street improvements and building improvements, with proceeds of said bonds, in a maximum principal amount of \$1,000,000.

Section 5. Other Actions. The President or any other officer of the Village is hereby authorized and directed, for and on behalf of the Village, to execute and deliver any instruments, to retain any professionals and to take any other actions determined by such officer to be

necessary or appropriate to effect the transactions contemplated by this resolution, such determination to be conclusively evidenced by such officer's having executed such instruments, having retained such professionals or having taken such actions, and any such execution and delivery, any such retention and any such other actions heretofore effected be, and hereby are, ratified and approved.

Section 6. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provisions shall not affect any of the remaining provisions of this resolution.

Section 7. Repeal. All resolutions or parts thereof in conflict herewith be and the same are hereby repealed and this resolution shall be in full force and effect forthwith upon its adoption.

ADOPTED _____, 2018

Village President

Attest:

Village Clerk

SCHEDULE 1: PERSONS DESIRING TO BE HEARD PRESENTING
WRITTEN OR ORAL TESTIMONY

Trustee _____ moved and Trustee _____ seconded the motion that said resolution as presented and read by the Village Clerk be adopted.

After a full discussion thereof, the Village President directed that the roll be called for a vote upon the motion to adopt said resolution as read.

Upon the roll being called, the following Trustees voted:

Aye: _____

Nay: _____

Abstain: _____

Whereupon the Village President declared the motion carried and said resolution adopted, approved and signed the same in open meeting, and directed the Village Clerk to record the same in the records of the President and Board of Trustees of the Village of Broadview, Cook County, Illinois, which was done.

Other business not pertinent to the adoption of said resolution was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

Village Clerk

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CERTIFICATION OF RESOLUTION AND MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting Village Clerk of the Village of Broadview, Cook County, Illinois (the “**Village**”), and as such official I am the keeper of the records and files of the Village and the President and Board of Trustees thereof (the “**Board**”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 15th day of October, 2018, insofar as same relates to the adoption of a resolution entitled:

RESOLUTION concerning a hearing required to be held pursuant to the Bond Issue Notification Act of the State of Illinois prior to the sale of General Obligation Limited Tax Bonds, Series 2018, of the Village of Broadview, Cook County, Illinois.

a true, correct and complete copy of which resolution as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said resolution were conducted openly, that the vote on the adoption of said resolution was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least forty-eight (48) hours in advance of the holding of said meeting, that said agenda for said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Municipal Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board in the passage of said resolution.

IN WITNESS WHEREOF, I hereunto affix my official signature and the official seal of the Village, this ____ day of October, 2018.

Village Clerk

[SEAL]

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AND APPROVING THE DISPOSAL OF PERSONAL PROPERTY FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, pursuant to Section 11-76-4 of the Illinois Municipal Code (65 ILCS 5/11-76-4), whenever a municipality that owns any personal property, which in the opinion of a simple majority of the corporate authorities then holding office, is no longer necessary or useful to, or for the best interests of the city or village, such a majority of the corporate authorities then holding office: “(1) by ordinance may authorize the sale of that personal property in such manner as they may designate, with or without advertising the sale; or (2) may authorize any municipal officer to convert that personal property into some other form that is useful to the city or village by using the material in the personal property; or (3) may authorize any municipal officer to convey or turn in any specified article of personal property as part payment on a new purchase of any similar article”; and

WHEREAS, various computer equipment and telephones, attached hereto as Exhibit A, (the “Personal Property”) have either been taken out of service or are obsolete; and

WHEREAS, the Village President (the “President”) and the Board of Trustees of the Village (the “Village Board” and with the President, the “Corporate Authorities”) have determined that the Personal Property is no longer necessary or useful to, or in the best interest of the Village to retain; and

WHEREAS, to ensure that the Village operates in an efficient and economical manner, it is necessary to dispose of equipment that is no longer functional or useful; and

WHEREAS, authority to dispose of said Personal Property has been requested; and

WHEREAS, based on the foregoing, the Corporate Authorities find that it is necessary for conducting Village business and for the effective administration of government to authorize the sale of or disposal of the Personal Property on such terms as determined to be in the best interests of the Village and its residents provided that said Personal Property must be sold or disposed of in “as is” condition;

NOW, THEREFORE, BE IT ORDAINED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 02. Purpose.

The purpose of this Ordinance is to authorize the sale or disposal of the Personal Property which is no longer necessary or useful for conducting the business of the Village,

or in the best interest for the Village to retain, provided that the Personal Property must be sold or disposed of in “as is” condition.

Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION**

Section 10. Authorization.

The Village hereby authorizes and directs authorized Village personnel to sell or dispose of the Personal Property in “as is” condition and on such terms as determined to be in the best interest of the Village. Village personnel are further authorized to execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The Village Board further authorizes the President or her designee to approve and execute any and all documentation deemed necessary to effectuate the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to, countersign and affix the Seal of the Village to such documentation as is deemed necessary to effectuate the intent of this Ordinance. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Corporate

Authorities hereby ratify any previous actions taken to effectuate the goals of this Ordinance.

The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Ordinance and shall take all action necessary in conformity therewith. The officers, employees and/or agents of the Village are specifically authorized and directed to draft and disseminate any and all necessary forms to be utilized in connection with this Ordinance.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 12. Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Ordinance shall be effective and in full force upon its passage and approval.

[THE REMAINDER OF THIS SPACE INTENTIONALLY LEFT BLANK]

ADOPTED by the Village Board of the Village of Broadview, Cook County, Illinois on this ___ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS _____ DAY OF _____ 2018.

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

STORAGE INVENTORY LIST

NAME	MODEL#	PRODUCT KEY	SERIAL NUMBER
MONITORS			
SAMSUNG	172N	NB17ASBB4	NB17HCJX301106B
ACER	X183W	X163Wb	ETTLBF09003831005993600
DELL	1708FPT		CN0C18237444595BCALL
DELL	1708FPB		CN0FP8167426182D2C8ST
ACER	X163W	ET2X3WP001	ETTLBF09003831005A13600
DELL	1800FP		MX07R4774832337GON76
DELL	E178FPC		0G331H641808CQ02GL
DELL	1800FP		RIANEXQ
COMPUTERS			
DELL	DCNE		BNFWP1
DELL-OPTIPLEX 330	DCSM		JTXBSF1
DELL-OPTIPLEX 360	DCSM		2ZN0DK1
DELL-OPTIPLEX 755	DCSM		HDMRF1
DELL-OPTIPLEX 745	DCSM		BSR6FD1
ALIGEN-WINDOWS XP		J4XPXBRYVPYP2F413WVKHB89B8	X1060273
DELL-OPTIPLEX 360	DCSM		DFY15J1
DELL-OPTIPLEX 755	DCSM		1L850G1
DELL-OPTIPLEX 380	DCSM		FSTFQL1
DELL-OPTIPLEX 360	DCSM		66GKJG1
KEYBOARDS			
DELL	L100		CN0RH6597357181H07Y8
DELL	L100		CN0RH6597357187108WK
DELL	L100		CN0RH65973571889506H0
DELL	L100		CN0RH6597357175V00XB

STORAGE INVENTORY LIST

DELL	RT7D60
DELL	KB216P
DELL	RT7D60
LONGITECH	YRJ20
DELL	L100
DELL	L100

CN0T68673717257600RY
CN06WMN073826698059WA02
CN0T68673717259S00XX
MCT35114385
CN0RH6597357195608JZ
CNORH6597357195608JZ

MOUSE

DELL	0YH958
DELL	M6ARDEL7
DELL	MUVDELL
HP	BRISBANE
DELL	MU6ARDEL7
DELL	MS116T
LOGITECH	MSBF90

HC8030C03UP
HS74916194S
GC7230A0GJJ
FDDJD0BAV6QE0T
LZ008HC0RHQ
CN0DV0RH7161668P0ERX
HSAB3516337

PHONES

ALL-WORX	9224
ALL-WORX	9204

9204000ADD8BD48D
9204000ADD8B9135

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING AND APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF THE ADDISON CREEK CHANNEL IMPROVEMENTS FOR THE VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS.

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefit of the residents of the Village; and

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (the “Act”), as amended on June 18, 2014 by Public Act 098-0652; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of the Metropolitan Water Reclamation District of Greater Chicago (the “MWRDGC”); and

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

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

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, the Village has the authority to maintain waterways and flood control structures within its corporate limits; and

WHEREAS, Addison Creek drains an area of approximately twenty-two (22)

square miles and is a tributary to Lower Salt Creek, which is a tributary to the Des Plaines River, and the Addison Creek watershed is almost fully developed, consisting of commercial and residential units. As a result of development, the natural creek channel has been modified extensively with storm sewer outfalls, paved channels, and many culvert/bridge crossings; and

WHEREAS, the Corporate Authorities (as defined below) hereby find that flooding is threatening structures, roadways, and infrastructure along a portion of Addison Creek within the corporate limits of the Village; and

WHEREAS, Article VII, Section 10(a) of the Illinois Constitution authorizes units of local government to contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance; and

WHEREAS, the Village and MWRDGC are both public agencies within the meaning of the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, and are authorized by Article VI, Section 10 of the Constitution of the State of Illinois to cooperate and contract for public purposes; and

WHEREAS, MWRDGC specifically intends to reduce flood damages, increase storage, facilitate flow, and provide increased flood protection via construction and installation of channel improvements through the Village, as well as through other municipalities, such as the City of Northlake, the Village of Stone Park, the Village of Bellwood, the Village of Westchester, and the Village of Melrose Park (the “Project”); and

WHEREAS, prior to constructing the Project, MWRDGC will acquire the property

interests, including easements, for the proposed Project; and

WHEREAS, the proposed Project may also include relocating utilities within the Village's corporate limits for construction of the channel improvements; and

WHEREAS, the Village will maintain all the channel improvements constructed under the Project within the corporate limits of the Village; and

WHEREAS, the Project and subsequent maintenance by the Village may be approached more effectively and economically with the Village and MWRDGC cooperating and using their joint efforts and resources; and

WHEREAS, the Village and MWRDGC wish to enter into an intergovernmental agreement (the "IGA"), attached hereto, and incorporated herein as Exhibit A, which establishes the respective responsibilities of the Village and MWRDGC toward construction and maintenance of the Project; and

WHEREAS, the Village President (the "President") and the Board of Trustees of the Village (the "Village Board" and with the President, the "Corporate Authorities") have determined that it is in the best interest of the welfare and safety of the residents of the Village to enter into and approve the IGA;

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

ARTICLE I. IN GENERAL

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Resolution are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Resolution as legislative findings.

Section 02. Purpose.

The purpose of this Resolution is to enter into and approve the IGA which establishes the respective responsibilities of the Village and MWRDGC toward construction and maintenance of the Project.

Section 03. Invocation of Authority.

This Resolution is enacted pursuant to the authority granted to the Village by the Constitution of the State of Illinois and the Illinois Compiled Statutes.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Resolution are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
ACCEPTANCE OF AGREEMENT**

Section 10. Authorization.

The IGA is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the IGA in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Resolution. The Village Board authorizes and directs the President or her designee to execute the applicable IGA. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities except for inserting the dates of authorization of the agreements by the Village Board and MWRDGC's Board of Commissioners. The Village Board further authorizes the President or her designee to execute any and all additional

documentation that may be necessary to carry out the intent of this Resolution. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Resolution. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Resolution and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Resolution.

ARTICLE III. HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE

Section 11. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Resolution are inserted solely for the convenience of reference and form no substantive part of this Resolution nor should they be used in any interpretation or construction of any substantive provision of this Resolution.

Section 12. Severability.

The provisions of this Resolution are hereby declared to be severable and should any provision of this Resolution be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 13. Superseder.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded.

Section 14. Effective Date.

This Resolution shall be effective and in full force upon its passage and approval.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK)

ADOPTED by the Village Board of the Village of Broadview, Cook County,
Illinois on this ___ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
____ DAY OF _____ 2018.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____

Village Clerk

**Recorded in the Municipal Records:
Published in Pamphlet Form:**

EXHIBIT A

Protecting Our Water Environment

BOARD OF COMMISSIONERS

Mariyana T. Spyropoulos

President

Barbara J. McGowan

Vice President

Frank Avila

Chairman of Finance

Ken Dunkin

Martin J. Durkan

Josina Morita

Debra Shore

Kari K. Steele

David J. Walsh

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@mwrdd.org

September 7, 2018

Via Certified Mail/Return Receipt

Honorable Katrina Thompson

Mayor

Village of Broadview

2350 S. 25th Avenue

Broadview, Illinois 60155

Dear Mayor Thompson:

Subject: Intergovernmental Agreement for the Final Design, Construction, and Maintenance of the Addison Creek Channel Improvements

Enclosed are four (4) copies of the finalized Intergovernmental Agreement (IGA) for the subject project between the Metropolitan Water Reclamation District of Greater Chicago (MWRD) and the Village of Broadview (Village) for your execution. This finalized IGA includes the additional provision regarding the Village's agreement to own and maintain the right-of-way properties acquired by the District in fee simple until construction commences (Article 4D).

Please execute each IGA on page 15. Please also execute each Tax Agreement on page A-4 of Exhibit 2. After executing, please return all four (4) executed IGAs to MWRD for our execution. Additionally, include a copy of the resolution adopted by the Village's Board of Trustees. A fully executed IGA will be returned for your records.

MWRD is excited to collaborate with you on this channel improvement project that will significantly reduce overbank flooding to several communities along Addison Creek. Please contact Mr. Michael Cosme at (312) 751-3092 if you require further information.

Very truly yours,

Catherine A. O'Connor
Director of Engineering

WSS:JK:MGC:cw

Enclosures

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF
BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE
OF THE ADDISON CREEK CHANNEL IMPROVEMENTS**

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter the “*Agreement*”) is 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 (hereinafter “*MWRDGC*”), and the Village of Broadview, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois (hereinafter the “*Village*”).

WITNESSETH:

WHEREAS, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the “*Act*”), as amended on June 18, 2014 by Public Act 098-0652; and

WHEREAS, the Act declares that stormwater management in Cook County shall be under the general supervision of MWRDGC; and

WHEREAS, the Act, as amended, specifically authorizes MWRDGC to plan, manage, implement, and finance activities relating to stormwater management in Cook County; and

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

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

WHEREAS, pursuant to Article 11 of the Illinois Municipal Code, the Village has the authority to maintain waterways and flood control structures within its corporate limits; and

WHEREAS, Addison Creek drains an area of approximately 22 square miles and is tributary to Lower Salt Creek, which is tributary to the Des Plaines River. The Addison Creek watershed is almost fully developed, consisting of commercial and residential units. As a result of development, the natural creek channel has been modified extensively with storm sewer outfalls, paved channels, and many culvert/bridge crossings; and

WHEREAS, flooding is threatening structures, roadways, and infrastructure along a portion of Addison Creek within the corporate limits of the Village; and

WHEREAS, MWRDGC specifically intends to reduce flood damages, increase storage, facilitate flow, and provide increased flood protection via construction and installation of channel improvements through Broadview, as well as Northlake, Stone Park, Bellwood, Westchester, and Melrose Park as depicted in the attached **Exhibit 1A** (“Project”); and

WHEREAS, the channel improvements that the MWRDGC proposes to construct within the Village along Addison Creek are depicted in the attached **Exhibit 1B**; and

WHEREAS, prior to constructing the Project, MWRDGC will acquire the property interests, including easements, for the proposed Project; and

WHEREAS, the proposed Project may also include relocating utilities within the Village’s corporate limits for construction of the channel improvements; and

WHEREAS, the Village will maintain all the channel improvements constructed under the Project within the corporate limits of the Village; and

WHEREAS, the Project and subsequent maintenance by the Village may be approached more effectively and economically with the Village 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 _____ MWRDGC’s Board of Commissioners authorized MWRDGC to enter into an intergovernmental agreement with the Village; and

WHEREAS, on _____ the Village’s Board of Trustees authorized the Village 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 other good and valuable consideration, the Village 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 hereof.

ARTICLE 2. SCOPE OF WORK.

- A. MWRDGC will prepare construction drawings, specifications, details, and an operations and maintenance plan (“**Construction Documents**”) for the Project. The Project overview is depicted in the attached **Exhibit 1B**.
- B. The Project within the Village’s corporate limits will consist of the following, which are also identified in Appendix D of the Tax Agreement:
 - 1. Channel improvements including gabion and vegetated gabion mattress stabilization, and all the vegetation within the Project site.
 - 2. Improvements made through new restoration work including chain link fences, guardrails, sidewalks, and roadways within the Project site.
- C. MWRDGC will provide the Village with both 60% and 98% draft Construction Documents for the Village's review and comment.
- D. The Village shall review and provide comments to MWRDGC in writing within 14 days of receipt of the draft Construction Documents.
- E. MWRDGC shall incorporate the Village's review comments with reasonable discretion in accordance with professional engineering standards.
- F. MWRDGC, at its sole cost and expense, will construct the Project along Addison Creek in accordance with the final Construction Documents.
- G. MWRDGC will pursue any necessary amendments to the Federal Emergency Management Agency (“FEMA”) flood maps in connection with the Project. The Village will provide assistance where needed as part of the mapping process.
- H. For purposes of this Agreement, “**Substantial Completion**” of the Project will occur when MWRDGC has installed all Project improvements in the Village according to the final Construction Documents.
- I. 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 Village, as may be required by the U.S. Army Corps of Engineers’ permit and in conformance with the performance standards set forth in the Construction Documents.

ARTICLE 3. PERMITS AND FEES.

- A. Federal, State, Local, and County Requirements. MWRDGC will obtain all federal, state, local, and county permits required by law for the construction of the Project, and will 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, and will assume any costs incurred in procuring all such consents and approvals.
- B. Municipal Requirements. The Village shall exempt MWRDGC and its contractors from all municipal permit and license requirements that may be applicable to the construction of the Project, including any associated fees. Additionally, the Village shall exempt MWRDGC and its contractors from any fees associated with the Village's plan reviews and inspections of the Project. The Village shall also promptly and expeditiously process any reasonable request for waivers to applicable work-hour limits and truck-traffic restrictions upon MWRDGC or its contractor's application for same in accordance with the Village's applicable ordinance.
- C. Maintenance. The Village shall obtain any and all permits necessary for the performance of the maintenance work set forth in Article 6 below, including any MWRDGC permits, if applicable; however, the Village will not be required to pay any MWRDGC permit fees in connection with the maintenance work set forth in Article 6.

ARTICLE 4. PROPERTY INTERESTS.

- A. Prior to construction, MWRDGC 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 ("Project Right of Way"), including by right of condemnation. The Village will assist MWRDGC in efforts to obtain said property interests in the Village by facilitating discussions with property owners. Such assistance by the Village is to be provided at no direct monetary cost to the Village.
- B. MWRDGC reserves the right to terminate this Agreement in accordance with Article 8 below in the event MWRDGC determines that any part of the Project Right of Way is unsuitable for the Project's purposes.

- C. MWRDGC reserves the right to terminate this Agreement if MWRDGC is unable to obtain all required property for the Project, including where utility relocations are not feasible or cost-effective, at the MWRDGC's sole discretion.
- D. Where the MWRDGC acquires fee simple title to any parcels designated in the Project Right of Way, the MWRDGC shall transfer those parcels to the Village as soon as practicable. The Village agrees to own and maintain those parcels at its sole expense until construction commences, at which time the MWRDGC will perform demolition of any structures located thereon as provided for in the Construction Documents. At its option, the Village 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 Village's sole expense.
- E. MWRDGC will perform environmental site assessments, in accordance with the American Society for Testing and Materials (ASTM) Standards, on the Project Right of Way where it deems appropriate, at its sole discretion, as part of the engineering design and acquisition process. MWRDGC reserves the right to terminate all or a portion of the Project if the MWRDGC determines that the cost to environmentally remediate any property required for the Project is not economically feasible.
- F. The Village 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 Village is to be provided at no direct monetary cost to the Village, except in instances where the Village 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 Village 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.
- G. The Village shall assist the MWRDGC to secure any rights necessary to perform work in public right of ways, or to relocate public right of ways, as provided for in the construction documents. Such assistance by the Village is to be provided at no direct monetary cost to the Village.
- H. MWRDGC will record all easements, licenses, deeds or assignments in connection with the Project with the Cook County Recorder of Deeds office.

ARTICLE 5. OWNERSHIP AFTER COMPLETION OF PROJECT.

- A. Upon Substantial Completion of the Project, MWRDGC will issue a “Notice of Substantial Completion” attached hereto as **Exhibit 3A**, and the Village, at its sole cost and expense, shall thereafter control the operation, maintenance, and use of the Project improvements identified in Article 2 and listed in Appendix D of the Tax Exemption Certificate and Agreement (“***Tax Agreement***”), attached hereto as **Exhibit 2**, with the exception of the vegetation, which the Village will own and maintain upon Final Completion of the Project.
- B. Upon Final Completion of the Project, MWRDGC will issue a “Notice of Final Completion” attached hereto as **Exhibit 3B**, and the Village, at its sole cost and expense, shall thereafter control the operation, maintenance, and use of the vegetation along with all other Project improvements identified in Article 2 and listed in Appendix D of the Tax Agreement.
- C. After notice of Final Completion of the Project, the District shall convey all remaining property rights or interests obtained for the Project Right of Way in the Village to the Village as soon as practicable. For the transfer of easements, the parties will use substantially the same form as the Assignment of Easement Agreement attached hereto as **Exhibit 5**. The Village agrees to own the property rights and interests acquired for the Project Right of Way in the Village in perpetuity in order to complete its obligations for operations and maintenance. As set forth more fully in Article 6 below, upon Project completion the maintenance costs and obligations shall be the sole responsibility of the Village; however, the District reserves the right to enter upon the Project Right of Way to perform any required maintenance that the Village fails to perform, as set forth in Article 6(E). The MWRDGC agrees to include in its contract for the Project the right of the Village to enforce any warranties for the Project improvements that are made within its corporate limits and that extend more than one year after completion of the Project.
- D. Subsequent to the conveyance of property interests from MWRDGC to the Village, nothing in this Agreement shall be construed as creating a property interest for MWRDGC in any of the channel improvements constructed pursuant to this Agreement or as set forth in Appendix D of the Tax Agreement.

ARTICLE 6. MAINTENANCE.

- A. MWRDGC will prepare an Operations and Maintenance Plan (hereinafter “***O&M Plan***”) for the improvements to be constructed by MWRDGC in the Village in connection with the

Project as identified in Article 2 of this Agreement and Appendix D of the Tax Agreement. A preliminary O&M Plan is attached hereto as **Exhibit 4** and hereby incorporated into this Agreement. A final O&M Plan will be completed during final design and transmitted to the Village with the final Construction Documents in accordance with Article 2. The Village will use the final O&M Plan to perform all maintenance responsibilities for the Village Improvements identified in Article 5 of this Agreement and Appendix D of the Tax Agreement.

- B. The Village, at its sole cost and expense, shall, upon notice of Substantial Completion of construction by the MWRDGC, perpetually maintain the channel improvements identified in Article 2 of this Agreement and Appendix D of the Tax Agreement, except the vegetation, in accordance with this Article and the O&M Plan.
- C. The Village, at its sole cost and expense, shall, upon notice of Final Completion of construction by the MWRDGC, perpetually maintain the channel improvements and vegetation identified in Article 2 of this Agreement and Appendix D of the Tax Agreement in accordance with this Article and the O&M Plan.
- D. MWRDGC and the Village shall conduct joint annual inspections to ensure adequate maintenance of the Project in the Village. The Village shall not alter any improvements associated with the Project without prior written consent of MWRDGC, except for routine maintenance as described in the O&M Plan.
- E. In the event of failure of the Village to maintain the channel improvements associated with the Project in conformance with the specific maintenance standards and requirements set forth in the O&M Plan, MWRDGC may issue a thirty (30) day written notice by certified or registered mail to the Village, directing the Village to perform such maintenance. If maintenance required by the 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 Village 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 O&M Plan.
- F. If the Village abandons or fails to operate the channel improvements such that those improvements 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: (a) the Village replaced the Project with

improvements that are deemed by MWRDGC to have equal or greater stormwater benefit to the public; and (b) the cost of the Village Improvements have been amortized prior to their replacement in a manner consistent with the terms of Article 15 of this Agreement and the corresponding Tax Agreement.

- G. In performing its obligations under this Article, the Village 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.

- A. Bid Advertisement. MWRDGC will provide the Village with 30 days notice prior to Bid Advertisement for the Project. MWRDGC will be responsible for compliance with all bidding laws and public contracting requirements applicable to the Project and its construction.
- B. Construction. MWRDGC will provide the Village with a construction schedule and provide the Village a minimum of 72 hours notice before the following project milestones:
1. Start of work
 2. Substantial Completion of the Project
 3. Final Completion of the Project
- C. MWRDGC also agrees to provide regular notice and project updates to the Village when work is taking place in its jurisdiction. The parties will cooperate in their efforts to reasonably inform the public as to when work is taking place in the Village.

ARTICLE 8. TERMINATION

- A. **Termination by the Village.** Within 90 days after executing this Agreement, the Village may, at its option, and upon giving notice to MWRDGC in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. With respect to any funds expended for acquisition of property rights and any and all costs related to the Project by MWRDGC prior to notice of the Village's termination of the Agreement, the Village must reimburse MWRDGC within 30 days of issuance of its termination notice.
- B. **Termination by MWRDGC.** Prior to commencement of Construction of the Project, MWRDGC may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project.

ARTICLE 9. EFFECTIVE DATE.

This Agreement becomes effective on the date that the last signature is affixed hereto.

ARTICLE 10. DURATION.

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

ARTICLE 11. NON-ASSIGNMENT.

No party may assign its rights or obligations hereunder without the written consent of the other parties.

ARTICLE 12. 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 13. INDEMNIFICATION.

- A. The MWRDGC shall indemnify, exonerate, and hold free and harmless the Village, its Trustees, officers, employees, servants, and agents from all liabilities—including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' 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 Village and arise out of the negligent acts or omissions of the MWRDGC related to the design or construction of the Project as set forth in Article 5 of this Agreement.
- B. The Village shall indemnify, exonerate, and hold free and harmless the MWRDGC, its Commissioners, officers, employees, servants, and agents from all liabilities—including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorneys' 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 and arise out of, or are in any way related to 1) the negligent acts or omissions of the Village; 2) the operation or maintenance of the Project as set forth in Article 6 of this Agreement and in the attached O&M Plan; or 3) the perpetual ownership and possession of the Project Right of Way located in the Village, including without limitation any and all environmental liability.

- C. Nothing in this Article shall be construed to be a waiver by the parties of any immunity from tort liability to which the Parties are entitled by law.

ARTICLE 14. REPRESENTATIONS.

- A. **Representations of the Village.** The Village covenants, represents, and warrants as follows:

1. The Village 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 the Village are duly authorized to sign same on behalf of and to bind the Village;
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 Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

- B. **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 15. TAX EXEMPT STATUS.

The Village shall not use or permit to be used or operate the Project in any manner or for any purpose, or take any action or omit to take any action, which could result in loss of the exclusion from gross income for federal income tax purposes of the interest on any obligations of MWRDGC or the loss of any credit payment or tax credit to MWRDGC or any other party from the United States Treasury (such as, for example, was available to units of local government for “build America bonds”) (any of such advantages being “Tax Advantaged Status”), as such Tax Advantaged Status is governed by the federal income tax laws, as amended from time to time, including but not limited to, Sections 54 through 57, 103, and 141 through 150 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations or any rulings promulgated there under or decisions of any court of competent jurisdiction (collectively, the “Tax Laws”). The Village agrees to provide a certification and agreement, in the form as attached to this Agreement, regarding compliance with the Tax Laws (the “Tax Agreement”). In the event modification of such form of certification is required, such modification shall be passed upon by bond counsel to MWRDGC.

ARTICLE 16. 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 Village. 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 17. 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 18. 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 19. 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 Village with a full sized set (24" x 36"), unbounded on vellum, of "As-Built" drawings for the Project. The drawings shall be affixed with the "As-Built" printed mark and must be signed by both the resident engineer and the contractor.

ARTICLE 20. DEEMED INCLUSION.

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.

ARTICLE 21. 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 22. AMENDMENTS.

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

ARTICLE 23. 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 24. JUDICIAL AND ADMINISTRATIVE REMEDIES.

- A. 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.
- B. This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement may be executed in quadruplicate.
- C. The rights and remedies of MWRDGC and the Village shall be cumulative, and election by MWRDGC or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

ARTICLE 25. NOTICES

- A. 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;(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 THE VILLAGE OF VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL MAINTENANCE OF ADDISON CREEK CHANNEL IMPROVEMENTS ” must be prominently featured in the heading of all notices sent hereunder.

- B. 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 26, unless otherwise specified and agreed to by the parties.

ARTICLE 26. REPRESENTATIVES.

- A. 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 Village:
Mayor
Village of Broadview
2350 S. 25th Avenue
Broadview, IL 60155
Phone: (708) 681-3600
Fax: (708) 681-2018
Email: kthompson@broadview-il.gov

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, fax number, and email address of the representative for such party for the purpose hereof.

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.

VILLAGE OF BROADVIEW

BY: _____
Katrina Thompson, Mayor

ATTEST:

Kevin McGrier, Village Clerk

Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Chairman of the Committee on Finance

Acting 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: _____

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

Date: _____

General Counsel

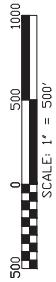
Date: _____

EXHIBIT 1A

DEPICTION OF PROJECT -OVERVIEW



NOTE: HATCHED BOUNDARIES SHOWN
REPRESENT GENERAL PROJECT LOCATIONS
ONLY AND ARE NOT REPRESENTATIVE OF
ACTUAL PROJECT EXTENTS.



METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO		Hey and Associates, Inc. Engineering, Ecology and Landscape Architecture 8755 WEST HIGGINS ROAD, SUITE 835 CHICAGO, ILLINOIS 60631 TEL: (773) 693-9200 FAX: (773) 693-9202 E-MAIL: CHICAGO@HEYANDASSOC.COM		Appr. Date
Designed by:	Checked by:	Scale: AS SHOWN	Rev. Description	
Drawn by: KSS	Reviewed by: APR 2018			
Correct:				

CONTRACT 11-187-3F
ADDISON CREEK CHANNEL IMPROVEMENTS

OVERALL PROJECT AREA

Sheet Number: 1

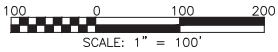
Page Number: 1

EXHIBIT 1B

DEPICTION OF PROJECT –VILLAGE OF BROADVIEW



- LEGEND/TREATMENT TYPES
- 1—1—1 Type 1: Open Channel with Riprap
 - 2—2—2 Type 2: Gabion Basket Retaining Wall
 - 3—3—3 Type 3: Soldier Pile Wall
 - 4—4—4 Type 4: Open Channel with Cabled Articulated Concrete Block (ACB) Revetment
 - 5—5—5 Type 5: Open Channel with Gabion and Vegetated Mattress Bank Stabilization
 - 6—6—6 Type 6: Concrete Slope Wall
- Municipal Boundaries



Rev.	Description	Appr.	Date

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

Designed by: KSS
Drawn by: KSS
Correct: KSS

Scale:
AS SHOWN

Checked by:
Reviewed by:
Date:
APR 2018

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 WEST HIGGINS ROAD, SUITE 855
CHICAGO, IL 60631
OFFICE: (773) 693-9290
FAX: (773) 693-9292
CHICAGO@HAYASSOC.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 18400249

CONTRACT 11-187-3F
ADDISON CREEK CHANNEL IMPROVEMENTS

BROADVIEW

Sheet Number:
7

Page Number: 7

EXHIBIT 2
TAX AGREEMENT

Exhibit 2

TAX EXEMPTION CERTIFICATE AND AGREEMENT

The Village of Broadview (the “VILLAGE”) is executing this Tax Exemption Certificate and Agreement (“*Tax Agreement*”) to allow the Metropolitan Water Reclamation District of Greater Chicago (the “MWRDGC”) to transfer to the VILLAGE monies and Facilities financed with proceeds of tax-exempt bonds. This Tax Agreement covers the facilities or property listed in Appendix D (the “*Facilities*”). Appendix D may be amended from time to time if additional cash to acquire or improve such Facilities or Facilities themselves are transferred.

To the extent that the MWRDGC owned or controlled the Facilities, the Village and the MWRDGC have previously executed or will execute documents transferring ownership or control of the Facilities to the VILLAGE. The VILLAGE is aware that the MWRDGC has limited resources and might be unable to fund or transfer the Facilities without this Tax Agreement.

Section 1. Definitions and Appendices. Attached hereto are four Appendices, made a part hereof. Appendix A contains certain covenants and representations that may or may not impose burdens on the VILLAGE. Appendix B contains a glossary of definitions applicable to the tax covenants, including Appendix A. Appendix C, if any, includes a description of certain funds or accounts that, as described in Appendix A, may be subject to investment restrictions or rebate payments. Appendix D lists or describes the Facilities that are hereby made the subject of restrictions described herein.

Section 2. Expectations. These certifications set forth various facts regarding the transfers and establish the expectations of the VILLAGE as to future events regarding the transfers and the use of Facilities transferred. These certifications also establish facts and expectations related to any transferred Facilities, and any moneys of the VILLAGE or related entities held in funds or accounts related to the Facilities (if any). The VILLAGE recognizes that the Facilities were or will be financed in whole or in part with obligations that are intended to be tax-exempt. Certain certifications and covenants are presented here in summary form. Attached hereto as Appendix A are further details explaining how to comply with these covenants.

Section 3. Purpose of Transfer. The Facilities listed in Appendix D have been or are being transferred to the VILLAGE to allow the VILLAGE and MWRDGC to better manage stormwater. The VILLAGE, and not the MWRDGC, will control the operation and use of these Facilities except for annual inspections, and except that MWRDGC may perform needed maintenance (at the expense of the VILLAGE) if the VILLAGE does not. In the event that the VILLAGE does not adequately maintain such Facilities, all amounts and Facilities transferred to the VILLAGE will be repaid or returned on demand of the MWRDGC.

Section 4. Cash Transfer. The MWRDGC may from time to time transfer cash, rather than Facilities to a VILLAGE. Such cash transfers will either be to reimburse (in whole or in part) the VILLAGE for capital costs of Facilities for the control of stormwater within the area

served by the MWRDGC or to provide the funds to purchase or construct such Facilities. In either case, the VILLAGE will add any such Facilities to Appendix D before such Facilities become operational.

In the case of reimbursement, the VILLAGE will not accept such cash more than 18 months after the expenditure to be reimbursed. The VILLAGE also understands that the MWRDGC will be unable to make such a transfer if the expenditure was made prior to November 6, 2014.

If any cash is transferred for capital expenditures not made by the VILLAGE on or prior to the date of the transfer or involving a current outlay of cash for a capital expenditure the VILLAGE will segregate such funds for investment and tracking purposes. Such funds will be invested and disbursed only in accordance with Appendix A and any supplemental tax agreement. In order to establish that cash transferred to the VILLAGE on a particular date which involves a current outlay of the same amount of cash by the VILLAGE, the VILLAGE will either confirm to the MWRDGC that it reasonably expects on the date of receipt of funds that it will disburse all amounts to contractors or suppliers within five business days or it will acknowledge increased investment tracking, computation and payment obligations related to such funds.

Section 5. Payments to MWRDGC, Security for MWRDGC Debt. Unless the VILLAGE executes a separate supplemental tax agreement indicating otherwise, the VILLAGE will not provide any security for any debt of MWRDGC and the VILLAGE will not make payments to MWRDGC that could be used by MWRDGC to pay or secure its debt. No fees will be paid by the VILLAGE for use of the financed Facilities. No repayments will be required. This section will not be read to limit future contractual arrangements including separate tax covenants. Under the intergovernmental agreement between MWRDGC and the VILLAGE, if the VILLAGE does not properly maintain the Facilities, the MWRDGC may perform maintenance on the Facilities and charge the VILLAGE for such maintenance costs.

Section 6. Hedges. Neither the VILLAGE nor any member of the same Controlled Group as the VILLAGE has entered into or expects to enter into any hedge (e.g., an interest rate swap, interest rate cap, futures contract, forward contract or an option) with respect to any debt of the MWRDGC.

Section 7. Internal Revenue Service Audits. The Internal Revenue Service has not contacted the VILLAGE regarding any obligations issued by or on behalf of the VILLAGE in connection with its stormwater system and no such obligations are currently under examination by the Internal Revenue Service.

Section 8. Records. The VILLAGE agrees to keep and retain or cause to be kept and retained adequate records with respect to the investment, expenditure and use of all amounts and Facilities transferred by the MWRDGC to the VILLAGE and provide such records to the MWRDGC on reasonable request. The VILLAGE further agrees to maintain sufficient records to demonstrate compliance with all of the covenants set forth herein. Such records will be maintained at least until December 1, 2049, or such later date provided by the MWRDGC. If, as

expected, cash is only transferred to the VILLAGE as reimbursement for prior expenditures or for current outlay, records to that effect will be sufficient investment and expenditure records. Records as to the use of Facilities shall apply to both Facilities constructed or acquired by the MWRDGC and transferred to the VILLAGE and also to Facilities constructed or acquired with moneys provided by the MWRDGC.

Section 9. Investment Restrictions. Any money transferred by the MWRDGC to the VILLAGE that is not immediately allocated to an expenditure, must be invested in investments purchased at the market price, therefore, at all times to the greatest extent practicable, and no amounts may be held as cash or be invested in zero yield investments other than obligations of the United States of America purchased directly from the United States of America. In the event moneys cannot be invested, other than as provided in this sentence due to the denomination, price or availability of investments, the amounts shall be invested in an interest bearing deposit of a bank with a yield not less than that paid to the general public or held uninvested to the minimum extent necessary. Except as provided in Appendix A, all moneys transferred by the MWRDGC to the VILLAGE shall be invested at a Yield not in excess of a Yield to be provided by the MWRDGC (which may, be revised by notice to the VILLAGE). Appendix A contains further details related to investment restrictions.

Section 10. Use Test. (a) No more than five percent of any of the Facilities will be used by any entity, other than a state or local government unit, including as a result of (i) ownership, (ii) actual or beneficial use pursuant to a lease or a management, service, incentive payment, research or output contract or (iii) any other similar arrangement, agreement or understanding, whether written or oral, except for use of the Facilities on the same basis as the general public. Such prohibited use includes any formal or informal arrangement with any entity, other than a state or local governmental unit that conveys special legal entitlements to any portion of the Facilities that is available for use by the general public or that conveys to any entity, other than a state or local governmental unit, any special economic benefit with respect to any portion of the Facilities that is not available for use by the general public. Such prohibited use might arise pursuant to a management contract, an output contract, or a contract to accept effluent from an entity. Such prohibited use will be deemed to occur if the VILLAGE enters into any contract with a third party (other than a state or local government) to manage stormwater process wastewater of the third party for a fee that is not generally applicable to similar entities with no contract.

(b) None of the amounts transferred to the VILLAGE will be used, directly or indirectly, to make or finance loans to any entity.

Section 11. No Sale of the Project. Except as provided in Appendix A, none of the Facilities is expected to be sold or otherwise disposed of prior to the earlier of (i) the last date of the economic life of the property or (ii) December 1, 2044.

Section 12. Use Contracts. Except as provided herein, the VILLAGE will not enter into any contract with any other person that provides special legal entitlements in any of the Facilities. The VILLAGE will not allow another entity to manage, control, or operate any of the Facilities. The VILLAGE will not contractually provide that any of the Facilities will be used to

manage stormwater of a specific non-governmental entity. The VILLAGE may enter into a management contract or other contract concerning such property if it establishes that such contract does not create private use in excess of use permitted under Section 10 and it delivers to the MWRDGC an opinion of Bond Counsel to that effect with a copy of the contract.

Section 13. Cooperation. The VILLAGE will cooperate with the MWRDGC at the expense of the VILLAGE in defending any examination of bonds of the MWRDGC that financed any of the Facilities. Except to the extent that public safety concerns dictate otherwise, the VILLAGE will allow site visits by the MWRDGC, its counsel, and personnel of the Internal Revenue Service in response to an examination of such bonds.

Section 14. Annual Reporting. The VILLAGE will provide a report to the MWRDGC at least annually. The report shall state whether the VILLAGE has over the previous year complied with all of its covenants and shall enumerate any covenant violations. The VILLAGE shall maintain adequate procedures and records to allow it to make and support these annual reports. The VILLAGE shall also notify the MWRDGC within 60 days of discovery of any covenant violations.

Section 15. Remediation and VCAP. The VILLAGE will work with the MWRDGC to remediate any violation of the VILLAGE (at the expense of the VILLAGE). If the MWRDGC with the assistance of the VILLAGE is unable to remediate the violation, the VILLAGE, at the VILLAGE's expense, will cooperate with the MWRDGC on seeking a voluntary closing agreement with the Internal Revenue Service.

Section 16. Future Events. The VILLAGE covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of Facilities or money transferred to it by the MWRDGC) if taking, permitting or omitting to take such action would cause any debt of the MWRDGC to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986 or would otherwise cause the interest on such bonds to be included in the gross income of the VILLAGE thereof for federal income tax purposes. The VILLAGE agrees that it will cooperate with the MWRDGC in responding to any inquiries from the Internal Revenue Service in connection with an examination of any of such debt.

If the VILLAGE has any questions regarding its responsibilities under these covenants, it will contact the MWRDGC and request clarification or additional guidance.

By _____
Authorized Signature for the Village of
Broadview
Dated: _____, 20__

Appendix A

Appendix A, Section 1. Funds and Accounts. Listed in Appendix C are all of the funds or accounts into which the VILLAGE may deposit cash transferred from the MWRDGC or earnings derived there from. Also included is a brief but accurate description of each.

The VILLAGE acknowledges that any such fund or account or portion of such fund or account (whether or not noted in Appendix C) is subject to rebate and investment restrictions except for any portions meeting exceptions described herein.

Appendix A, Section 2. Project Moneys Received. The VILLAGE will hold all amounts received from the MWRDGC not allocated to a capital expenditure paid by the VILLAGE prior to receipt or within five business days of receipt in a segregated fund or account herein referred to as the MWRDGC Project Fund.

The MWRDGC Project Fund shall be invested in U.S. Treasury obligations (including SLGS), or other investments permitted in writing by the MWRDGC in a Notification to the VILLAGE. The MWRDGC Project Fund will not be left uninvested except for amounts under \$10,000 or amounts that are to be allocated to expenditure or investment within 5 business days.

Amounts will be withdrawn from the MWRDGC Project Fund only to the extent allocated to capital expenditures for costs of the Project. Except as described above, investment earnings on the MWRDGC Project Fund shall be retained in the MWRDGC Project Fund.

The VILLAGE shall provide the MWRDGC with the balance of the MWRDGC Project Fund on each date that the MWRDGC provides funds to the VILLAGE and on such other dates provided by the MWRDGC in a Notification to the VILLAGE. If any amounts or investments remain in the MWRDGC Project Fund after a date provided by the MWRDGC in a Notification to the VILLAGE then the VILLAGE will invest and disburse such amounts only in accordance with instructions provided in a supplemental Tax Agreement or in a Notification by the MWRDGC to the VILLAGE.

On the dates provided by the MWRDGC in a Notification to the VILLAGE, the VILLAGE will provide rebate and yield reduction payment computations to the MWRDGC based on yields provided by the MWRDGC in Notifications. If any computations show amounts owed on such investments, the VILLAGE shall promptly pay such amounts to the MWRDGC.

Appendix A, Section 3. Market Price Investment Restrictions. The VILLAGE will not invest any of the amounts received from the MWRDGC in any investment that has specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate, or any agreement to supply investments on two or more future dates (including any guaranteed investment contract, forward supply contract, repurchase agreement, or any similar agreement) unless it awards such investment contract pursuant to competitive bidding in a manner approved by the MWRDGC and its counsel.

The VILLAGE may until a date provided by the MWRDGC in a Notification to the VILLAGE invest such amounts in certificates of deposit of banks or savings and loan associations that have a fixed interest rate, fixed payment schedules and substantial penalties for early withdrawal only if the yield on the certificate of deposit (A) is not less than the yield on reasonably comparable direct obligations of the United States of America and (B) is not less than the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Appendix A, Section 4. Federal Guarantees. Except for investments meeting the requirements of Appendix A, or prior to December 31, 2017, investments of moneys received from the MWRDGC shall not be made in (a) investments constituting obligations of or guaranteed, directly or indirectly, by the United States of America (except obligations of the United States Treasury or investments in obligations issued pursuant to Section 21B(d)(3) of the Federal Home Loan Bank Act, as amended (e.g., Refcorp Strips)), or (b) federally insured deposits or accounts (as defined in Section 149(b)(4)(B) of the Code). No portion of the moneys received from the MWRDGC has been or will be used to make loans the payment of principal or interest with respect to which is or will be guaranteed (in whole or in part) by the United States of America (or any agency or instrumentality thereof). A federal guarantee does not include any guarantee by the Federal Housing Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Government National Mortgage Association, the Student Loan Marketing Association or the Bonneville Power Administration pursuant to the Northwest Power Act (16 U.S.C. 839d) as in effect on the date of enactment of the Tax Reform Act of 1984.

Appendix A, Section 5. Rebate. Amounts received from the MWRDGC except as noted herein are subject to the Rebate requirement. The VILLAGE is responsible for calculating the amount of rebate if any due on such funds or accounts including those listed in Appendix C. Such rebate calculations shall be based on bond yields equal to yields provided from time to time by the MWRDGC. Such rebate computations shall be based upon a bond year ending on dates provided by the MWRDGC, and installment computation dates provided by the MWRDGC, and such other dates as may be provided by the MWRDGC from time to time. Such computations shall ignore “rebate credits” and shall not reflect any hold back amount permitted under the regulations. For example, the rebate amount shall be 100% on each computation date, not reduced to 90% as might be permitted under regulations. The VILLAGE shall pay to the MWRDGC the amount of rebate due with respect to each such account no later than 50 days after each installment computation date.

Appendix A, Section 6. Records. The VILLAGE shall retain records relating to each computation performed and all other investment records of amounts identified in Appendix A, Sections 1 and 2.

Such records shall include: (a) purchase price; (b) purchase date; (c) type of investment; (d) accrued interest paid; (e) interest rate; (f) principal amount; (g) maturity date; (h) interest payment date; (i) date of liquidation; and (j) receipt upon liquidation. If any investment becomes allocable to one of the funds or accounts described in Section 7 of the Tax Covenants on a date other than the date such investment is purchased, the records required to be kept shall include the

fair market value of such investment on the date it becomes so allocated. Amounts or investments will be segregated whenever necessary to maintain these records. Upon request of the MWRDGC, such records will be provided to the MWRDGC.

Appendix A, Section 7. Sale of the Project. The VILLAGE shall not sell or otherwise dispose of portion of the Facilities identified on Appendix D without prior written approval of the MWRDGC or as specifically allowed as described below:

(a) Other than as provided in the next sentence, no Facility identified on Appendix D nor any portion thereof has been, is expected to be, or will be sold or otherwise disposed of, in whole or in part, prior to the earlier of (i) the last date of the reasonably expected economic life to the VILLAGE of the property or (ii) December 1, 2044. The VILLAGE may dispose of personal property in the ordinary course of an established government program prior to the earlier of (i) the last date of the reasonably expected economic life to the VILLAGE of the property or (ii) December 1, 2044, provided: (A) the reasonably expected period of use of that property for governmental purposes is not less than twenty (20) years; (B) the VILLAGE reasonably expects on receipt of the property that the fair market value of that property on the date of disposition will be not greater than 25 percent of its cost; (C) the property is no longer suitable for its governmental purposes on the date of disposition; and (D) the VILLAGE deposits amounts received from the disposition in a commingled fund with substantial tax or other governmental revenues and the VILLAGE reasonably expects to spend the amounts on governmental programs within six months from the date of the commingling.

(b) The VILLAGE acknowledges that if property identified on Appendix D is sold or otherwise disposed of in a manner contrary to (a) above, such sale or disposition may constitute a “deliberate action” within the meaning of the Regulations that may require remedial actions to prevent bonds financing the Cost Share from becoming private activity bonds. The VILLAGE shall promptly contact the MWRDGC if a sale or other disposition of property identified on Appendix D is considered by the VILLAGE.

Appendix A, Section 8. Maintenance of Tax Exemption. The VILLAGE recognizes that investors in tax exempt bonds are relying on these covenants, and will contact the MWRDGC if the VILLAGE determines that it may have violated any covenant or if it is unsure of any action required of it. The MWRDGC may under such circumstances provide the VILLAGE with additional instructions.

These tax covenants may be supplemented or amended by the VILLAGE and the MWRDGC, and covenants contained herein need not be observed if such supplementation, amendment, or non-observance will not adversely affect the tax status of any bonds of the MWRDGC intended to be tax exempt, and the VILLAGE obtains and delivers to the MWRDGC an opinion of Bond Counsel addressed to the MWRDGC to that effect.

APPENDIX B

GLOSSARY

“Bona Fide Debt Service Fund” means any fund or account (i) established and maintained primarily for the proper matching of revenues and debt service within a bond year and which is depleted at least once every year to an amount not in excess of a reasonably carryover amount not to exceed the greater of earnings on investments in such fund or account during the preceding bond year, or (ii) 1/12th of the principal and interest payments made from such fund for the preceding year.

“Bond Counsel” means any nationally recognized firm of attorneys experienced in the field of municipal bonds whose opinions are generally accepted by purchasers of municipal bonds.

“Commingled Fund” means any fund or account containing both Gross Proceeds and an amount in excess of \$25,000 that are not Gross Proceeds if the amounts in the fund or account are invested and accounted for, collectively, without regard to the source of funds deposited in the fund or account. An open-ended regulated investment company under Section 851 of the Code is not a Commingled Fund.

“Control” means the possession, directly or indirectly through others, of either of the following discretionary and non-ministerial rights or powers over another entity:

- (a) to approve and to remove without cause a controlling portion of the governing body of a Controlled Entity; or
- (b) to require the use of funds or assets of a Controlled Entity for any purpose.

“Controlled Group” means a group of entities directly or indirectly subject to Control by the same entity or group of entities, including the entity that has Control of the other entities.

“External Commingled Fund” means a Commingled Fund in which the Issuer and all members of the same Controlled Group as the Issuer own, in the aggregate, not more than ten percent of the beneficial interests.

“Properties” means the properties and/or facilities identified on Appendix D.

“MWRDGC” means the Metropolitan Water Reclamation District of Greater Chicago.

“Non-AMT Tax-Exempt Investments” (i) any obligation described in Section 103(a) of the Internal Revenue Code of 1986 (the “Code”), the interest on which is excludable from gross income of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; (ii) an interest in a regulated investment company to the extent that at least ninety-five percent of the income to the holder of the interest is interest that is excludable from gross income under Section 103 of the

Code of any owner thereof for federal income tax purposes and is not an item of tax preference for purposes of the alternative minimum tax imposed by Section 55 of the Code; and (iii) certificates of indebtedness issued by the United States Treasury pursuant to the Demand Deposit State and Local Government Series program described in 31 C.F.R. part 344 (to the extent permitted by law).

“Project” means the properties and/or facilities identified on Appendix D.

“Related Person” means a member of the same controlled group.

“Yield” means that discount rate which when used in computing the present value of all payments of principal and interest paid and to be paid on an obligation (using semiannual compounding on the basis of a 360-day year) produces an amount equal to the obligation’s purchase price (or in the case of the Bonds, the issue price), including accrued interest.

APPENDIX C

**FUNDS OR ACCOUNTS CONTAINING MONEY TRANSFERRED
FROM MWRDGC TO THE VILLAGE**

NONE

APPENDIX D

FACILITIES SUBJECT TO USE RESTRICTIONS

THE VILLAGE WILL OWN THE FOLLOWING FACILITIES LOCATED WITHIN THE VILLAGE'S CORPORATE LIMITS:

1. CHANNEL IMPROVEMENTS INCLUDING GABION AND VEGETATED GABION MATTRESS STABILIZATION, AND ALL THE VEGETATION WITHIN THE PROJECT SITE.
2. IMPROVEMENTS MADE THROUGH NEW RESTORATION WORK, INCLUDING CHAIN LINK FENCES, GUARDRAILS, SIDEWALKS, AND ROADWAYS WITHIN THE PROJECT SITE.

FORM OF NOTIFICATION OF KEY DATES AND NUMBERS

For purposes of compliance with the Tax Exemption Certificate and Agreement executed on _____, ____ 201__ by the Village of Broadview ("VILLAGE") and the Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") the MWRDGC hereby notifies the VILLAGE of the following dates and values:

Tax Agreement Section 4. Earliest Expenditure Date: 11/06/2014

Tax Agreement Section 8. Record Maintenance Date: 12/01/2049
(This is 5 years after the final maturity date of the financing bonds.) This date may be revised further.

Tax Agreement Section 11. Sale of Facilities Date: 12/01/2044
(This is the final maturity date of bonds financing the Facilities.)

Appendix A Section 2. Rebate Yield(s): 2.73%
 Restriction Yield(s): 2.73%
 Rebate Computation Date: 12/31/2017

Appendix A Section 3. Investment Restriction Date: 12/31/2017
Appendix A Section 4. Investment Restriction Date: 12/31/2017
Dates used for Section 3 and Section 4 are both 3 years after the earliest issuance of bonds financing the Facilities

Appendix A Section 5. Bond Yield: 2.7%

Appendix A Section 7. Earliest Sale date of any financed property 12/01/2044:

Appendix A Section 7. Minimum Useful Life 20 years:*

*This is the number that when multiplied by 120% equals the weighted average maturity of bonds financing the Facilities.

(Form to be utilized for projects funded by District Bond Sale.)

ACKNOWLEDGEMENT OF RECEIPT OF FUNDS

The Village of Broadview (the “*VILLAGE*”) provides this receipt for \$_____ received by the VILLAGE on ____/____/____.

This amount is allocable to the following post, current or future expenditures check one:

				Check One			
No.	Amount	Party Paid or to be Paid	Date Paid or Expected to be Paid	Past	Current	Future	Future Amount
1.	\$						
2.							
3.							
4.							
5.							
Total	\$						\$

The expenditures described above may exceed (but not be less than) the amount received by the VILLAGE.

The VILLAGE will hold the sum of future expenditures in the MWRDGC Project Account to be invested and tracked as described in the Tax Agreement.

The VILLAGE confirms that all such expenditures are for the Project and that they are not being permanently financed from any other source.

VILLAGE OF BROADVIEW

By _____
Its: _____

EXHIBIT 3A

NOTICE OF SUBSTANTIAL COMPLETION AND ACCEPTANCE

Exhibit 3A

_____, 201__

_____, Mayor
Village of Broadview
2350 S. 25th Avenue
Broadview, IL 60155

Subject: "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL
MAINTENANCE OF ADDISON CREEK CHANNEL IMPROVEMENTS"

NOTICE OF PROJECT SUBSTANTIAL COMPLETION AND FOR THE CONTROL,
OWNERSHIP, AND PERPETUAL MAINTENANCE OF ADDISON CREEK CHANNEL
IMPROVEMENTS ("Project")

Dear _____:

Notice is hereby given, pursuant to Article 5 of the Intergovernmental Agreement by and between the Village of Broadview and the Metropolitan Water Reclamation District of Greater Chicago for Construction and Perpetual Maintenance of Addison Creek Channel Improvements ("Agreement"), that the Metropolitan Water Reclamation District of Greater Chicago substantially completed the construction of the Project, as defined in Article 2H of the Agreement, on _____, 201__.

Accordingly, the Village of Broadview hereby acknowledges the 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,

Director of Engineering

ACKNOWLEDGED AND AGREED TO

this _____ day of _____, 201__.

Village of Broadview

by: _____

EXHIBIT 3B

NOTICE OF FINAL COMPLETION AND ACCEPTANCE

Exhibit 3B

_____, 201__

_____, Mayor
Village of Broadview
2350 S.25th Avenue
Broadview, IL 60155

Subject: "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE
VILLAGE OF BROADVIEW AND THE METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO FOR CONSTRUCTION AND PERPETUAL
MAINTENANCE OF ADDISON CREEK CHANNEL IMPROVEMENTS"

NOTICE OF PROJECT FINAL COMPLETION AND ACCEPTANCE FOR THE
CONTROL, OWNERSHIP, AND PERPETUAL MAINTENANCE OF ADDISON CREEK
CHANNEL IMPROVEMENTS ("Project")

Dear _____:

Notice is hereby given, pursuant to Article 5 of the Intergovernmental Agreement by and between the Village of Broadview and the Metropolitan Water Reclamation District of Greater Chicago for Construction and Perpetual Maintenance of Addison Creek Channel Improvements ("Agreement"), that the Metropolitan Water Reclamation District of Greater Chicago completed the construction of the Project on _____, 201__.

Accordingly, the Village of Broadview hereby acknowledges the final completion of the construction of the Project, as defined in Article 2I of the Agreement, and agrees to accept ownership, control, and maintenance of the improvements constructed under the Project as of the date of 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,

Director of Engineering

ACKNOWLEDGED AND AGREED TO

this _____ day of _____, 201__.

Village of Broadview
by: _____

EXHIBIT 4

OPERATIONS AND MAINTENANCE PLAN

OPERATIONS AND MAINTENANCE PLAN

ADDISON CREEK CHANNEL IMPROVEMENTS

NORTHLAKE TO BROADVIEW

COOK COUNTY, ILLINOIS

PREPARED FOR:

Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

APRIL 24, 2018

INTRODUCTION

The Metropolitan Water Reclamation District of Greater Chicago (MWRDGC) is proposing flood control and conveyance improvements to Addison Creek in Cook County, Illinois. The northern/upstream end of the project is located in the community of Northlake, at Hirsch Street. The southern/downstream end of the project area is located in the community of Broadview, at Cermak Road. An off-line flood control reservoir will be constructed in Bellwood on Washington Boulevard to work in conjunction with the channel improvements. As part of this project, MWRDGC has entered into an Intergovernmental Agreement (IGA) with each municipality (Northlake, Stone Park, Melrose Park, Bellwood, Westchester, and Broadview). This Operations and Maintenance (O&M) Plan as referenced in Article 6 of the IGA is focused solely on the channel improvements and does not include any O&M details for the reservoir.

CURRENT SITE CONDITIONS

The existing Addison Creek corridor from Northlake to Broadview can be characterized as an urban flood conveyance stream. It has been highly channelized, and is laterally constrained by adjacent development throughout the project area. Existing channel banks are steep and often eroded, with low-quality trees and brush as the dominant vegetation. Past bank stabilization methods include concrete slope walls, loose riprap and rubble, grouted riprap and rubble, and concrete lined channel. Numerous storm sewer outfalls occur throughout the project area, many requiring repair or replacement due to erosion. Adjacent land-uses include residential, commercial, railroad, office, industrial, and some open space (e.g. parks).

PROPOSED SITE CONDITIONS

The current project design is focused on decreasing flood damages along Addison Creek in impacted communities. This will be primarily accomplished via improvements in flood conveyance and storage. In many areas, the proposed channel will be larger than that which currently exists. The aforementioned reservoir will also provide additional flood storage volume. The proposed channel improvements will be designed to maximize the efficiency of the reservoir, such as by improvements to flood conveyance upstream of the reservoir. Channel improvements are also planned downstream of the reservoir to reduce flood stages and ensure there are no new unintended flood damages resulting from the project.

OPERATIONS AND MAINTENANCE

Addison Creek flows through the following municipalities in Cook County: Northlake, Stone Park, Melrose Park, Bellwood, Westchester, and Broadview. This O&M Plan is a single all-inclusive document to maintain the entire length of the channel improvements through each municipality. Only certain sections below may be applicable to each municipality. Exhibits showing maps of the improvements (Sheets 1-7) are provided as part of the IGA and this O&M Plan. Due to the complexity of the channel improvements project, the O&M Plan has been separated into distinct divisions which are listed below:

- 1 – Open Channel with Riprap
- 2 – Gabion Basket Retaining Wall
- 3 – Soldier Pile Wall
- 4 – Open Channel with Cabled Articulating Concrete Block (ACB) Revetment
- 5 – Open Channel with Gabion and Vegetated Gabion Mattress Stabilization
- 6 – Concrete Slopewall
- 7 – Vegetation Management

1 – Open Channel with Riprap

This section applies to Northlake, Melrose Park and Stone Park. See the Overall Project Area map exhibit (Sheet 1) for locations.

Description:

Open Channel with Riprap includes stone (limestone riprap) placed along the lower portion of the streambank that is inundated frequently enough so as to preclude the establishment and long-term viability of perennial vegetation. Vegetation consisting primarily of grasses will be established above the stone streambank protection.

Inspections:

At a minimum, inspections of the open channel with riprap should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of channel conditions, channel blockages (e.g. debris, log jams, etc.), riffles and pools conditions, sedimentation, erosion, etc.

Maintenance – Riprap

Maintenance of the riprap will include regular inspections for displaced stone and channel blockages (e.g. debris, log jams, etc.). Any identified blockages should be cleared as soon as possible to ensure that flows do not displace stone or divert it onto adjacent vegetated slopes which could more easily erode. Any stone that has become displaced should be resituated and/or replaced with similar sized material to provide stability.

For grouted-in-place riprap (i.e. for areas near the reservoir intake and outfall structures), inspections should be similar as above but also include observations of any cracking or spalling. Grouted riprap should be inspected for heaving due to freeze-thaw cycles. Any locations with cracked or missing grout should be repaired with new grout after the surfaces have been thoroughly cleaned of organic materials and other loose materials.

Maintenance - Vegetation:

Refer to Section 7 of this O&M Plan for vegetation management.

Maintenance – Sediment Removal

The Addison Creek channel is a low gradient stream subject to sedimentation and deposition. The proposed improvements create a low-flow channel section for base stream flow that may be prone to sediment deposition over time. Sediment deposition may also occur on the upper portions of the channel slopes following a storm event. Sediment deposition will impact the ability of the Addison Creek channel to convey flood waters and may increase flood risk to nearby structures.

Visual inspection over the full length of the channel improvements shall be conducted once per year in conjunction with MWRDGC's annual inspection and adjacent municipalities' annual inspection and following all flood events resulting from 3-inches or more rainfall in less than 24-hours to determine if there are any visual signs of sediment deposition. Visual signs of sediment deposition include observations of dirt, soil, or debris above the normal water level line or the formation of vegetated bars (i.e. elevated regions of sediment) in the main channel forcing flow to one side. If the visual inspection identifies sedimentation exceeding approximate depths of six (6) inches, then a sediment removal plan shall be prepared and implemented.

In addition, the following locations shall be surveyed at a minimum of once every 5 years to obtain cross-sections that can be compared to the as-built cross sections at these locations. If a surveyed cross-section identifies sedimentation exceeding a depth of six (6) inches then a sediment removal plan shall be prepared and implemented. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the design profile elevation of the channel and as-built cross sections at the identified locations.

Addison Creek Centerline Station (See Contract 11-187-3F)	Municipality	Approximate Location
280+00	Melrose Park	Addison Creek at Soffel Ave.
273+00	Northlake	Addison Creek at 45 th Ave.
270+00	Stone Park	Addison Creek stream bend south of Division
262+50	Stone Park	Transition from open channel to soldier pile wall upstream of Mannheim Road.

If the required inspections described above result in visual signs of sediment deposition or surveyed sedimentation exceeding six inches, then the municipality shall prepare a plan for sediment removal to be submitted to MWRDGC for approval. A formal permit from MWRDGC will not be required for the maintenance activities. The plan shall be based on additional field survey that determines the full extent of areas that have experienced sedimentation depths over six (6) inches. The plan shall also depict the limits of these areas, provide an estimate of the volume of sediment that is to be removed and include provisions for repair and restoration of any areas impacted by the sediment removal operations. All permits or approvals for this work shall be the responsibility of the municipality.

Maintenance – Low Flow Channel

The proposed improvements create a low-flow channel section for base stream flow and include riffles and pools for habitat and water quality enhancements. Maintenance of the stone riffles will include regular inspections for displaced stone and signs of erosion. Any stone that has become displaced should be resituated and/or replaced with similar sized material to provide stability. Maintenance of pools will include removing any sediment deposition to the original elevations shown on the design plans. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the size and types of stone and the design profile elevation of the channel on order to maintain design channel conveyance.

Maintenance – Sewer Outfall Structures

The proposed improvements span various sewer outfall structures (e.g. flared end sections, headwalls, etc.) discharging to the waterway. Maintenance of the sewer outfalls will include regular inspection for debris, obstructions, vegetation overgrowth, and erosion around and under the outfall structure. The inspection shall ascertain if the outfall is in good working order, hydraulically functional and structurally stable. Any noted issues shall be addressed as soon as possible to prevent exacerbation of the problem. Repair and maintenance of sewer outfalls shall meet all Federal, State and local regulations and guidelines.

2 – Gabion Basket Retaining Wall

This section applies to Stone Park, Melrose Park, Bellwood and Westchester. See the Overall Project Area map exhibit (Sheet 1) for locations.

Description:

Gabion Basket Retaining Wall includes heavy gage wire baskets filled with stone (limestone riprap). The baskets are stacked to provide a stepped retaining wall. Vegetation consisting primarily of grasses will be established above the gabion basket retaining wall where space allows.

Inspections:

At a minimum, inspections of the gabion basket retaining walls should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of channel conditions, channel blockages (e.g. debris, log jams, etc.), sedimentation, scour, erosion, etc.

Maintenance – Gabion Baskets and Mattresses

Maintenance of gabion basket retaining walls includes regular inspections for damaged baskets and channel blockages (e.g. debris, log jams, etc.). Any identified blockages should be cleared as soon as possible to ensure that flows are not diverted onto adjacent vegetated slopes which could more easily erode. Any gabion baskets that become damaged or displaced should be repaired and/or replaced to provide stability. Visually inspect the gabions for horizontal or vertical displacement, sagging, and tilting. Inspect the slopes above the top of the gabion for soil loss and erosion. These observations could indicate geotechnical issues.

In addition, the toe (e.g. bottom) of the gabion baskets has a gabion mattress along the channel bottom which similarly is a heavy gage wire basket filled with stone (limestone riprap). These mattresses reduce erosion and scour at the bottom of the gabions to prevent undermining of the gabion basket stepped retaining wall. The mattresses are designed to deflect 1 to 2 feet to accommodate some degree of channel erosion. Maintenance of gabion mattresses includes regular inspections for damaged wire and channel blockages (e.g. debris, log jams, etc.). Any identified blockages should be cleared as soon as possible to ensure that flows are not diverted to areas where there may be additional risk of scour. In addition, the edge of the gabion mattress nearest the center of the channel should be inspected for undermining scour and slipping (i.e. rotation of the mattress)

into a scour hole adjacent to the open channel. Any gabion mattresses that become damaged or displaced should be repaired and/or replaced to provide stability.

Inspect the gabions at storm sewer outfall locations for excess erosion, pipe displacement and blockages.

Inspect the gabions for woody vegetation growth. Remove large woody vegetation from the gabions as needed.

Maintenance – Sediment Removal

The Addison Creek channel is a low gradient stream subject to sedimentation and deposition. The proposed improvements create a low-flow channel section for base stream flow that may be prone to sediment deposition over time. Sediment deposition may also occur on the upper portions of the channel slopes following a storm event. Sediment deposition will impact the ability of the Addison Creek channel to convey flood waters and may increase flood risk to nearby structures.

Visual inspection over the full length of the channel improvements shall be conducted once per year in conjunction with MWRDGC's annual inspection and adjacent municipalities' annual inspection and following all flood events resulting from 3-inches or more rainfall in less than 24-hours to determine if there are any visual signs of sediment deposition. Visual signs of sediment deposition include observations of dirt, soil, or debris above the normal water level line or the formation of vegetated bars (i.e. elevated regions of sediment) in the main channel forcing flow to one side. If the visual inspection identifies sedimentation exceeding approximate depths of six (6) inches, then a sediment removal plan shall be prepared and implemented.

In addition, the following locations shall be surveyed at a minimum of once every 5 years to obtain cross-sections that can be compared to the as-built cross sections at these locations. If a surveyed cross-section identifies sedimentation exceeding a depth of six (6) inches then a sediment removal plan shall be prepared and implemented. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the design profile elevation of the channel and as-built cross sections at the identified locations.

Addison Creek Centerline Station (See Contract 11-187-3F)	Municipality	Approximate Location
254+50	Stone Park	Addison Creek at 40 th Ave.
242+00	Melrose Park	Addison Creek downstream (south) of Lake Street
235+50	Melrose Park	Addison Creek stream bend downstream of junction with tributary adjacent to railroad access road.
224+00	Melrose Park	Addison Creek at the bend near the pump station outfall
219+00	Melrose Park	Addison Creek in the Union Pacific Proviso Yard
214+00	Bellwood	Addison Creek in the Union Pacific Proviso Yard
190+50	Bellwood	Addison Creek at the bend upstream of St. Charles Road

If the required inspections described above result in visual signs of sediment deposition or surveyed sedimentation exceeding six inches, then the municipality shall prepare a plan for sediment removal to be submitted to MWRDGC for approval. A formal permit from MWRDGC will not be required for the maintenance activities. The plan shall be based on additional field survey that determines the full extent of areas that have experienced sedimentation depths over six (6) inches. The plan shall also depict the limits of these areas, provide an estimate of the volume of sediment that is to be removed and include provisions for repair and restoration of any areas impacted by the sediment removal operations. All permits or approvals for this work shall be the responsibility of the municipality.

Maintenance – Low Flow Channel

The proposed improvements create a low-flow channel section for base stream flow and include stream barbs and riffles and pools for habitat and water quality enhancements. Maintenance of the stream barbs and stone riffles will include regular inspections for displaced stone and signs of erosion. Any stone that has become displaced should be resituated and/or replaced with similar sized material to provide stability. Maintenance of pools will include removing any sediment deposition to the original elevations shown on the design plans. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the size and types of stone and the design profile elevation of the channel on order to maintain design channel conveyance.

Maintenance – Sewer Outfall Structures

The proposed improvements span various sewer outfall structures (e.g. flared end sections, headwalls, etc.) discharging to the waterway. Maintenance of the sewer outfalls will include regular inspection for debris, obstructions, vegetation overgrowth, and erosion around and under the outfall structure. The inspection shall ascertain if the outfall is in good working order, hydraulically functional and structurally stable. Any noted issues shall be addressed as soon as possible to prevent exacerbation of the problem. Repair and maintenance of sewer outfalls shall meet all Federal, State and local regulations and guidelines.

Maintenance – Vegetation

Refer to Section 7 of this O&M Plan for maintenance of vegetation associated with gabion basket retaining walls.

3 – Soldier Pile Wall

This section applies to Stone Park, Melrose Park, Bellwood and Westchester. See the Overall Project Area map exhibit (Sheet 1) for locations.

Description:

Soldier Pile Walls consist of driven or drilled steel H piles with concrete wall sections embedded between the H piles. The walls include drainage media and aggregate behind the wall to facilitate removal of groundwater and erosion control mattress at the toe and riprap for erosion protection.

Inspections:

At a minimum, inspections of the soldier pile retaining wall should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of channel conditions, channel blockages (e.g. debris, log jams, etc.), sedimentation, scour, erosion, etc.

Maintenance – Soldier Pile Walls

Maintenance of soldier pile retaining walls includes regular structural inspections and site inspections to identify channel blockages (e.g. debris, log jams, etc.). Any blockage should be cleared as soon as possible to ensure that flows are not diverted onto adjacent vegetated slopes which could more easily erode. Inspect the concrete panels for displacement or cracking. Inspect the piles for displacement or tilting. Inspect the grade behind the wall for evidence of soil loss.

Inspect the soldier pile walls at storm sewer outfall locations for excess erosion, pipe displacement and blockages.

Maintenance – Gabion Mattresses

The toe (e.g. bottom) of the soldier pile walls has a gabion mattress along the channel bottom which is a heavy gage wire basket filled with stone (limestone riprap). These mattresses reduce erosion and scour at the bottom of the gabions to prevent undermining of the gabion basket stepped retaining wall. The mattresses are designed to deflect 1 to 2 feet to accommodate some degree of channel erosion. Maintenance of gabion mattresses includes regular inspections for damaged wire and channel blockages (e.g. debris, log jams, etc.).

Any identified blockages should be cleared as soon as possible to ensure that flows are not diverted to areas where there may be additional risk of scour. In addition, the edge of the gabion mattress nearest the center of the channel should be inspected for undermining scour and slipping (i.e. rotation of the mattress) into a scour hole adjacent to the open channel. Any gabion mattresses that become damaged or displaced should be repaired and/or replaced to provide stability.

Maintenance – Sediment Removal

The Addison Creek channel is a low gradient stream subject to sedimentation and deposition. The proposed improvements create a low-flow channel section for base stream flow that may be prone to sediment deposition over time. Sediment deposition may also occur on the upper portions of the channel slopes following a storm event. Sediment deposition will impact the ability of the Addison Creek channel to convey flood waters and may increase flood risk to nearby structures.

Visual inspection over the full length of the channel improvements shall be conducted once per year in conjunction with MWRDGC's annual inspection and adjacent municipalities' annual inspection and following all flood events resulting from 3-inches or more rainfall in less than 24-hours to determine if there are any visual signs of sediment deposition. Visual signs of sediment deposition include observations of dirt, soil, or debris above the normal water level line or the formation of vegetated bars (i.e. elevated regions of sediment) in the main channel forcing flow to one side. If the visual inspection identifies sedimentation exceeding approximate depths of six (6) inches, then a sediment removal plan shall be prepared and implemented.

In addition, the following locations shall be surveyed at a minimum of once every 5 years to obtain cross-sections that can be compared to the as-built cross sections at these locations. If a surveyed cross-section identifies sedimentation exceeding a depth of six (6) inches then a sediment removal plan shall be prepared and implemented. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the design profile elevation of the channel and as-built cross sections at the identified locations.

Addison Creek Centerline Station (See Contract 11-187-3F)	Municipality	Approximate Location
251+00	Stone Park	Addison Creek at 39 th Ave.
235+50	Melrose Park	Addison Creek stream bend downstream of junction with tributary adjacent to railroad access road.
185+00	Bellwood	Addison Creek downstream of St. Charles Road

86+00	Westchester	Addison Creek stream bend downstream of Roosevelt Road.
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If the required inspections described above result in visual signs of sediment deposition or surveyed sedimentation exceeding six inches, then the municipality shall prepare a plan for sediment removal to be submitted to MWRDGC for approval. A formal permit from MWRDGC will not be required for the maintenance activities. The plan shall be based on additional field survey that determines the full extent of areas that have experienced sedimentation depths over six (6) inches. The plan shall also depict the limits of these areas, provide an estimate of the volume of sediment that is to be removed and include provisions for repair and restoration of any areas impacted by the sediment removal operations. All permits or approvals for this work shall be the responsibility of the municipality.

Maintenance – Low Flow Channel

The proposed improvements create a low-flow channel section for base stream flow and include stream barbs and riffles and pools for habitat and water quality enhancements. Maintenance of the stream barbs and stone riffles will include regular inspections for displaced stone and signs of erosion. Any stone that has become displaced should be resituated and/or replaced with similar sized material to provide stability. Maintenance of pools will include removing any sediment deposition to the original elevations shown on the design plans. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the size and types of stone and the design profile elevation of the channel on order to maintain design channel conveyance.

Maintenance – Sewer Outfall Structures

The proposed improvements span various sewer outfall structures (e.g. flared end sections, headwalls, etc.) discharging to the waterway. Maintenance of the sewer outfalls will include regular inspection for debris, obstructions, vegetation overgrowth, and erosion around and under the outfall structure. The inspection shall ascertain if the outfall is in good working order, hydraulically functional and structurally stable. Any noted issues shall be addressed as soon as possible to prevent exacerbation of the problem. Repair and maintenance of sewer outfalls shall meet all Federal, State and local regulations and guidelines.

Maintenance – Vegetation

Refer to Section 7 of this O&M Plan_section for maintenance of vegetation associated with soldier pile retaining walls.

4 – Open Channel with Cabled Articulating Concrete Block (ACB) Revetment

This section applies to Bellwood. See the Overall Project Area map exhibit (Sheet 1) for locations.

Description:

Open Channel with Cabled Articulating Concrete Block (ACB) Revetment will replace existing decrepit / failing concrete lined channel. A cabled ACB revetment is a matrix of individual concrete blocks held together by metal cables. The cabled ACB revetments are typically manufactured into mats approximately 8-feet wide by up to 40-feet long. The individual mats are laced together with metal cables, resulting in a monolithic and yet still flexible erosion resistant surface. Grouted concrete seams are typically used to anchor edges, and to fill irregular gaps between mats. The improved channel includes cabled ACB revetments that are closed cell (solid concrete with little to no open void space)

Inspections:

At a minimum, inspections of the ACBs should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of channel conditions, ACB mat conditions, grouted seam conditions, channel blockages (e.g. debris, log jams, etc.), sedimentation, scour, erosion, etc.

Maintenance – Articulated Concrete Blocks (ACBs)

Maintenance of cabled ACB revetments includes regular structural inspections and site inspections to identify channel blockages (e.g. debris, log jams, etc.). Any blockage should be cleared as soon as possible to ensure that flows are not diverted onto adjacent vegetated slopes which could more easily erode. Any structural deficiencies (e.g. broken blocks, broken cables, damaged concrete seams, etc.) identified during the inspections should be repaired as soon as possible to maintain structural stability.

Maintenance – Sediment Removal

The Addison Creek channel is a low gradient stream subject to sedimentation and deposition. The proposed improvements create a low-flow channel section for base stream flow that may be prone to sediment deposition over time. Sediment deposition may also occur on the upper portions of the channel slopes following a storm event. Sediment deposition will impact the ability of the Addison Creek channel to convey flood waters and may increase flood risk to nearby structures.

Visual inspection over the full length of the channel improvements shall be conducted once per year in conjunction with MWRDGC's annual inspection and adjacent municipalities' annual inspection and following all flood events resulting from 3-inches or more rainfall in less than 24-hours to determine if there are any visual signs of sediment deposition. Visual signs of sediment deposition include observations of dirt, soil, or debris above the normal water level line or the formation of vegetated bars (i.e. elevated regions of sediment) in the main channel forcing flow to one side. If the visual inspection identifies sedimentation exceeding approximate depths of six (6) inches, then a sediment removal plan shall be prepared and implemented.

In addition, the following locations shall be surveyed at a minimum of once every 5 years to obtain cross-sections that can be compared to the as-built cross sections at these locations. If a surveyed cross-section identifies sedimentation exceeding a depth of six (6) inches then a sediment removal plan shall be prepared and implemented. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the design profile elevation of the channel and as-built cross sections at the identified locations.

Addison Creek Centerline Station (See Contract 11-187-3F)	Municipality	Approximate Location
122+00	Bellwood	Addison Creek at 32 nd Avenue

If the required inspections described above result in visual signs of sediment deposition or surveyed sedimentation exceeding six inches, then the municipality shall prepare a plan for sediment removal to be submitted to MWRDGC for approval. A formal permit from MWRDGC will not be required for the maintenance activities. The plan shall be based on additional field survey that determines the full extent of areas that have experienced sedimentation depths over six (6) inches. The plan shall also depict the limits of these areas, provide an estimate of the volume of sediment that is to be removed and include provisions for repair and restoration of any areas impacted by the sediment removal operations. All permits or approvals for this work shall be the responsibility of the municipality.

Maintenance – Sewer Outfall Structures

The proposed improvements span various sewer outfall structures (e.g. flared end sections, headwalls, etc.) discharging to the waterway. Maintenance of the sewer outfalls will include regular inspection for debris, obstructions, vegetation overgrowth, and erosion around and under the outfall structure. The inspection shall ascertain if the outfall is in good working order, hydraulically functional and structurally stable. Any noted issues shall be addressed as soon as possible to prevent exacerbation of the problem. Repair and maintenance of sewer outfalls shall meet all Federal, State and local regulations and guidelines.

Maintenance – Vegetation

Refer to Section 7 of this O&M Plan for maintenance of vegetation associated with cabled ACB revetments.

5 – Open Channel with Gabion and Vegetated Gabion Mattress Stabilization

This section applies to Westchester and Broadview. See the Overall Project Area map exhibit (Sheet 1) for locations.

Description:

Existing channel sections were stabilized using a combination of riprap, gabion mattresses and vegetated gabion mattresses. Gabion mattresses include heavy gage wire baskets filled with stone (limestone riprap). The baskets placed on channel banks to minimize soil erosion and provide better flood conveyance. The lower section of the channel bank has a rock-filled gabion mattress. The upper portion of the channel bank has a rock and soil filled gabion mattress to allow for streambank seeding. Vegetation consisting primarily of grasses will be established in the vegetated gabion mattresses and further up the channel slopes where space allows.

Inspections:

At a minimum, inspections of the gabion mattresses and vegetation should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of channel conditions, channel blockages (e.g. debris, log jams, etc.), sedimentation, scour, erosion, etc.

Maintenance – Gabion Mattresses

The toe (e.g. bottom) of the soldier pile walls has a gabion mattress along the channel bottom which is a heavy gage wire basket filled with stone (limestone riprap). These mattresses reduce erosion and scour at the bottom of the gabions to prevent undermining of the gabion basket stepped retaining wall. The mattresses are designed to deflect 1 to 2 feet to accommodate some degree of channel erosion. Maintenance of gabion mattresses includes regular inspections for damaged wire and channel blockages (e.g. debris, log jams, etc.). Any identified blockages should be cleared as soon as possible to ensure that flows are not diverted to areas where there may be additional risk of scour. In addition, the edge of the gabion mattress nearest the center of the channel should be inspected for undermining scour and slipping (i.e. rotation of the mattress) into a scour hole adjacent to the open channel. Any gabion mattresses that become damaged or displaced should be repaired and/or replaced to provide stability.

Maintenance – Vegetated Gabion Mattresses

Refer to the Maintenance – Gabion Mattress section for mattress specific recommendations and refer to Section 7 for maintenance of vegetation associated with vegetated gabions.

Maintenance – Sediment Removal

The Addison Creek channel is a low gradient stream subject to sedimentation and deposition. The proposed improvements create a low-flow channel section for base stream flow that may be prone to sediment deposition over time. Sediment deposition may also occur on the upper portions of the channel slopes following a storm event. Sediment deposition will impact the ability of the Addison Creek channel to convey flood waters and may increase flood risk to nearby structures.

Visual inspection over the full length of the channel improvements shall be conducted once per year in conjunction with MWRDGC's annual inspection and adjacent municipalities' annual inspection and following all flood events resulting from 3-inches or more rainfall in less than 24-hours to determine if there are any visual signs of sediment deposition. Visual signs of sediment deposition include observations of dirt, soil, or debris above the normal water level line or the formation of vegetated bars (i.e. elevated regions of sediment) in the main channel forcing flow to one side. If the visual inspection identifies sedimentation exceeding approximate depths of six (6) inches, then a sediment removal plan shall be prepared and implemented.

In addition, the following locations shall be surveyed at a minimum of once every 5 years to obtain cross-sections that can be compared to the as-built cross sections at these locations. If a surveyed cross-section identifies sedimentation exceeding a depth of six (6) inches then a sediment removal plan shall be prepared and implemented. Refer to MWRDGC contract and as-built documents (Contract Nos. 11-186-3F and 11-187-3F) for the design profile elevation of the channel and as-built cross sections at the identified locations.

Addison Creek Centerline Station (See Contract 11-187-3F)	Municipality	Approximate Location
111+00	Westchester	Addison Creek at Kitchener Street
97+50	Westchester	Addison Creek at Devonshire Street
29+00	Broadview	Addison Creek at 19 th Street

If the required inspections described above result in visual signs of sediment deposition or surveyed sedimentation exceeding six inches, then the municipality shall prepare a plan for sediment removal to be

submitted to MWRDGC for approval. A formal permit from MWRDGC will not be required for the maintenance activities. The plan shall be based on additional field survey that determines the full extent of areas that have experienced sedimentation depths over six (6) inches. The plan shall also depict the limits of these areas, provide an estimate of the volume of sediment that is to be removed and include provisions for repair and restoration of any areas impacted by the sediment removal operations. All permits or approvals for this work shall be the responsibility of the municipality.

Maintenance – Sewer Outfall Structures

The proposed improvements span various sewer outfall structures (e.g. flared end sections, headwalls, etc.) discharging to the waterway. Maintenance of the sewer outfalls will include regular inspection for debris, obstructions, vegetation overgrowth, and erosion around and under the outfall structure. The inspection shall ascertain if the outfall is in good working order, hydraulically functional and structurally stable. Any noted issues shall be addressed as soon as possible to prevent exacerbation of the problem. Repair and maintenance of sewer outfalls shall meet all Federal, State and local regulations and guidelines.

Maintenance – Vegetation

Refer to Section 7 of this O&M Plan for maintenance of vegetation above the vegetated gabion mattresses.

6 – Concrete Slopewall

Description:

The existing channel underneath the northernmost railroad bridge in the Union Pacific Railroad Proviso Yard was improved to a concrete slopewall to minimize erosion and provide the design channel conveyance.

Inspections:

At a minimum, inspections of the concrete slopewall should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of channel conditions, channel blockages (e.g. debris, log jams, etc.), sedimentation, scour, erosion, etc.

Maintenance – Concrete Slopewalls

Maintenance of concrete slopewall includes regular structural inspections and site inspections to identify channel blockages (e.g. debris, log jams, etc.). Any blockage should be cleared as soon as possible to ensure that flows are not diverted towards bridge piers and abutments or onto adjacent vegetated slopes which could more easily erode. Inspect the concrete for displacement or cracking.

Maintenance – Sediment Removal

The Addison Creek channel is a low gradient stream subject to sedimentation and deposition. The proposed improvements create a low-flow channel section for base stream flow that may be prone to sediment deposition over time. Sediment deposition may also occur on the upper portions of the channel slopes following a storm event. Sediment deposition will impact the ability of the Addison Creek channel to convey flood waters and may increase flood risk to nearby structures.

Visual inspection over the full length of the channel improvements shall be conducted once per year in conjunction with MWRDGC's annual inspection and adjacent municipalities' annual inspection and following all flood events resulting from 3-inches or more rainfall in less than 24-hours to determine if there are any visual signs of sediment deposition. Visual signs of sediment deposition include observations of dirt, soil, or debris above the normal water level line or the formation of vegetated bars (i.e. elevated regions of sediment) in the main channel forcing flow to one side. If the visual inspection identifies sedimentation exceeding approximate depths of six (6) inches, then a sediment removal plan shall be prepared and implemented.

If the required inspections described above result in visual signs of sediment deposition or surveyed sedimentation exceeding six inches, then the municipality shall prepare a plan for sediment removal to be submitted to MWRDGC for approval. A formal permit from MWRDGC will not be required for the maintenance activities. The plan shall be based on additional field survey that determines the full extent of areas that have experienced sedimentation depths over six (6) inches. The plan shall also depict the limits of these areas, provide an estimate of the volume of sediment that is to be removed and include provisions for repair and restoration of any areas impacted by the sediment removal operations. All permits or approvals for this work shall be the responsibility of the municipality.

7 – Vegetation Management

Description:

The improvements to Addison Creek include a variety of measures to improve the flow of water during flood events in order to reduce overbank flooding and associated damages. Woody vegetation including trees and shrubs were removed from the channel banks to allow for adequate flood flows. In the areas of improvement, vegetation consisting primarily of grasses will be established on the channel banks. This section applies to all areas of the project.

Inspections:

At a minimum, inspections of the vegetation should occur twice a year (spring and fall) and after all significant rainfall events. Inspections should include observations of new woody growth, channel conditions, channel blockages (e.g. debris, log jams, etc.), sedimentation, erosion, etc.

Maintenance - Vegetation:

Maintenance of vegetation will primarily consist of weed control. Weed management will be conducted to help promote the growth of desirable species, control invasive species, and suppress tree and shrub growth that could restrict flows. Target herbaceous weed species include, but are not limited to: field thistle (*Cirsium arvense*), teasel (*Dipsacus* spp.), common burdock (*Arctium minus*), reed canary grass (*Phalaris arundinacea*), purple loosestrife (*Lythrum salicaria*), and common reed (*Phragmites australis*). Volunteer woody vegetation (i.e. weedy trees and shrubs), including boxelder (*Acer negundo*), silver maple (*Acer sacharinum*), buckthorn (*Rhamnus* spp.), honeysuckle (*Lonicera* spp.), cottonwood (*Populus deltoides*), mulberry (*Morus alba*), and others should be targeted. A woody and broadleaf-specific herbicide such as triclopyr in a formulation approved for use near open water (e.g. Garlon 3A) can be applied to vegetation proactively to suppress undesirable weed growth. Triclopyr can be broadcast applied at rates of three (3) to nine (9) pounds of active ingredient per acre to control broadleaf weeds and woody plants. For best results, apply when woody plants and weeds are actively growing. When hard to control species such as ash, choke cherry, elm, or maple are prevalent and during applications made in late summer when plants are mature and during drought conditions, use the higher application rates. Use higher dosage rates when brush approaches an average of fifteen (15) feet in height or when brush covers more than sixty percent (60%) of the area to be treated. Low volume targeted applications of a non-selective/non-residual herbicide such as glyphosate in a formulation approved for use near open

water (e.g. AquaMaster) may be necessary or desirable to control invasive weedy grasses such as reed canary grass or common reed which are not controlled by triclopyr. Broadcast application is not recommended, as glyphosate and other non-selective/non-residual herbicides will negatively impact desirable vegetation. A four to eight percent (4-8%) solution of herbicide can be selectively applied to target weeds. Do not exceed 7.5 pints per acre per year. Persons performing herbicide treatments during the execution of this plan will have a current herbicide applicator or operator license and possess adequate experience in weedy or non-native species identification and management. All herbicides will be applied in strict accordance with label restrictions. Regular mowing of vegetation is not called for, and may negatively impact the plantings. Periodic (e.g. once a year) mowing may be desirable to reduce detritus and provide supplemental control tree and shrub growth.



Rev.	Description	Appr.	Date

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO			
Designed by:	Checked by:	Scale:	AS SHOWN
Drawn by:	Reviewed by:	Date:	APR 2018
Correct:			
Hcy and Associates, Inc. Engineering, Ecology and Landscape Architecture 8755 WEST HIGGINS ROAD, SUITE 635 CHICAGO, ILLINOIS 60631 PHONE: (773) 693-9201 FAX: (773) 693-9202 CHICAGO@HAYASSOC.COM PROFESSIONAL DESIGN FIRM LICENSE NO. 184002429			

CONTRACT 11-187-3F ADDISON CREEK CHANNEL IMPROVEMENTS
OVERALL PROJECT AREA

Sheet Number:
1
Page Number: 1



- LEGEND/TREATMENT TYPES
- 1-1-1 Type 1: Open Channel with Riprap
 - 2-2-2 Type 2: Gabion Basket Retaining Wall
 - 3-3-3 Type 3: Soldier Pile Wall
 - 4-4-4 Type 4: Open Channel with Cabled Articulated Concrete Block (ACB) Revetment
 - 5-5-5 Type 5: Open Channel with Gabion and Vegetated Mattress Bank Stabilization
 - 6-6-6 Type 6: Concrete Slope Wall
- Municipal Boundaries



Rev.	Description	Appr.	Date

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

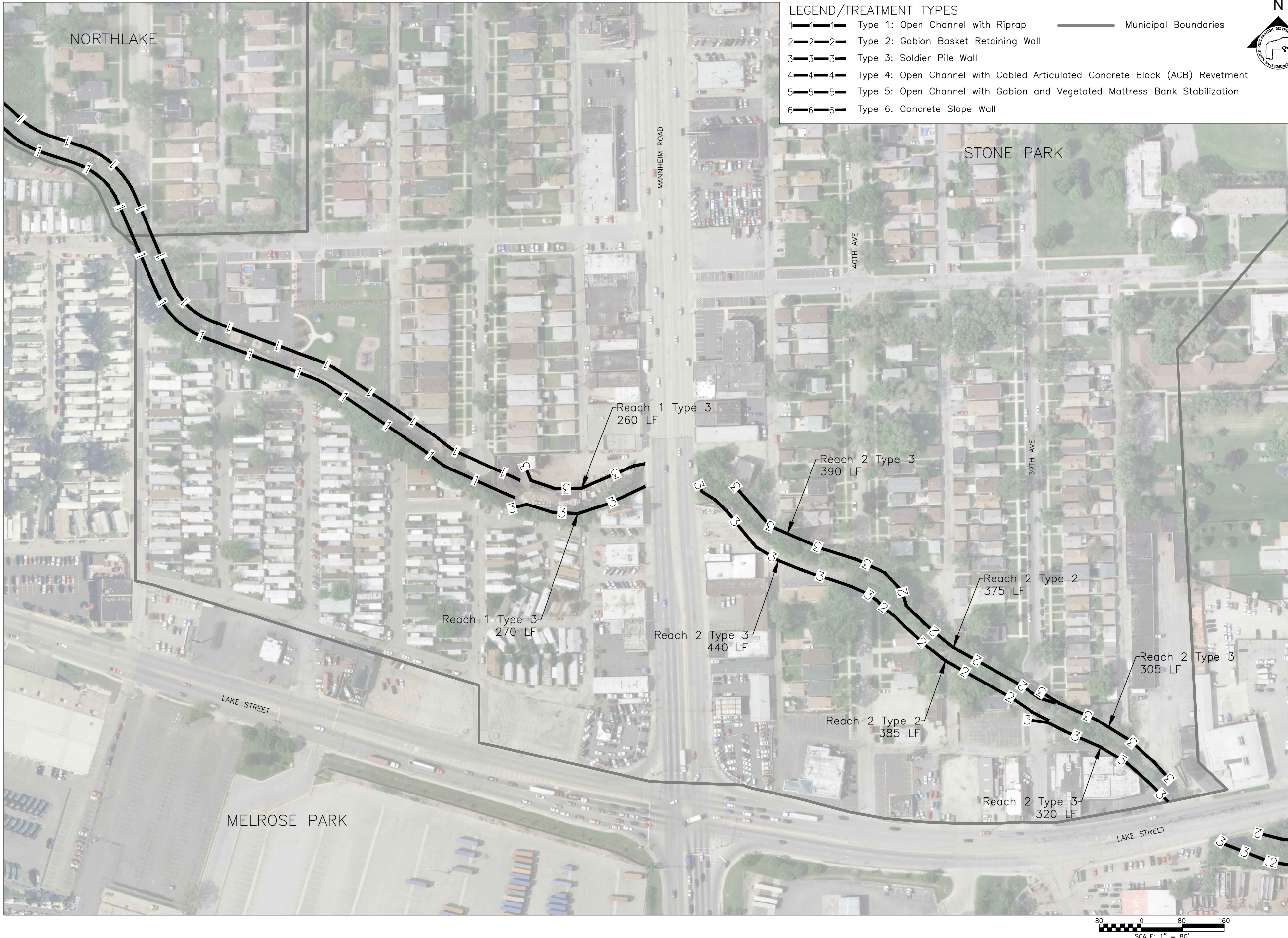
Designed by:	Checked by:	Scale:
Drawn by:	Reviewed by:	AS SHOWN
KSS	APR 2018	
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CONTRACT 11-187-3F
ADDISON CREEK CHANNEL IMPROVEMENTS

NORTHLAKE

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- LEGEND/TREATMENT TYPES
- 1-1-1 Type 1: Open Channel with Riprap
 - 2-2-2 Type 2: Gabion Basket Retaining Wall
 - 3-3-3 Type 3: Soldier Pile Wall
 - 4-4-4 Type 4: Open Channel with Cabled Articulated Concrete Block (ACB) Revetment
 - 5-5-5 Type 5: Open Channel with Gabion and Vegetated Mattress Bank Stabilization
 - 6-6-6 Type 6: Concrete Slope Wall
- Municipal Boundaries



Rev.	Description	Appr.	Date

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

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KSS	APR 2018	
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LICENSE NO. 18400249

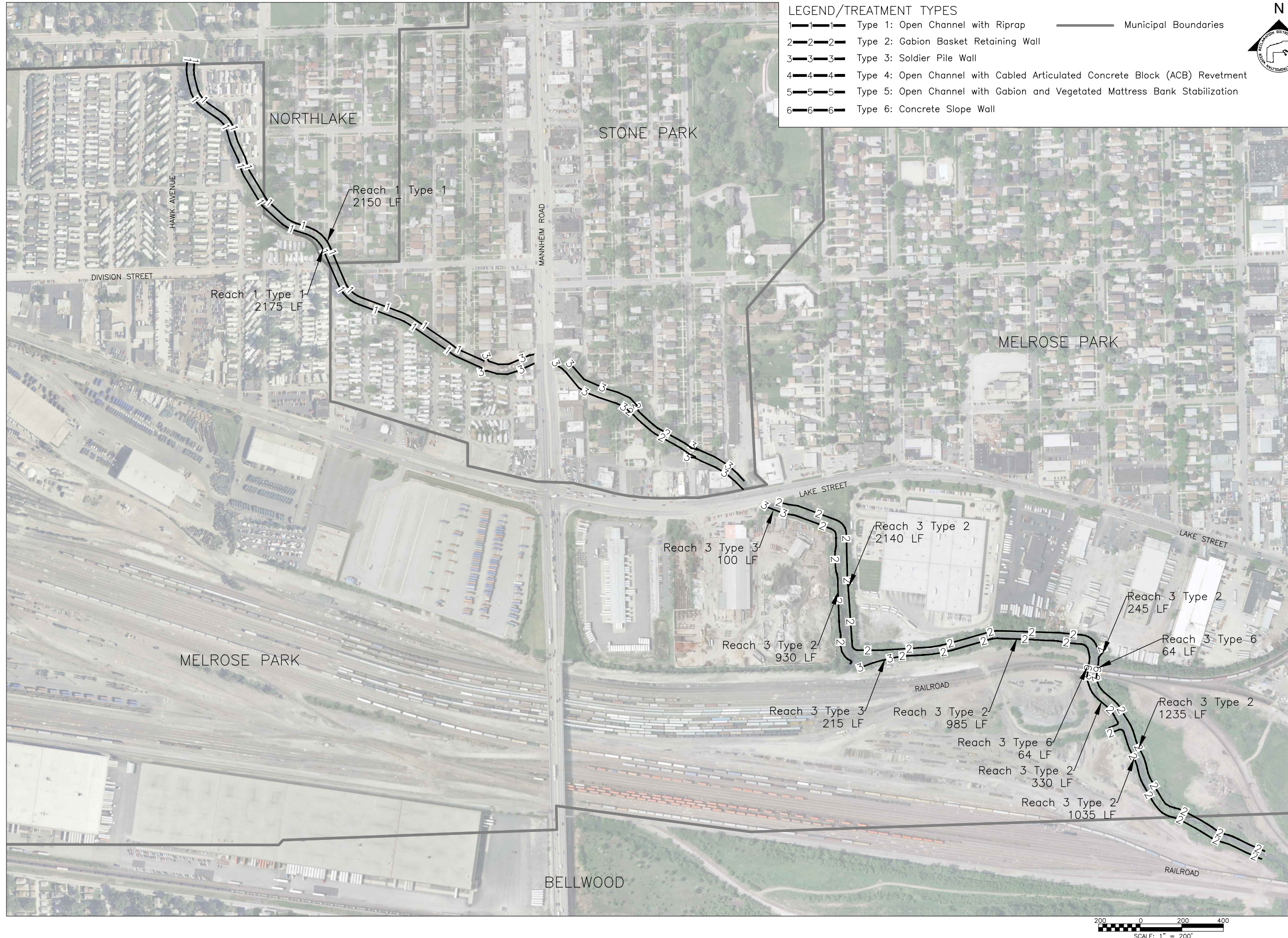
CONTRACT 11-187-3F
ADDISON CREEK CHANNEL IMPROVEMENTS

STONE PARK

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- LEGEND/TREATMENT TYPES
- 1-1-1 Type 1: Open Channel with Riprap
 - 2-2-2 Type 2: Gabion Basket Retaining Wall
 - 3-3-3 Type 3: Soldier Pile Wall
 - 4-4-4 Type 4: Open Channel with Cabled Articulated Concrete Block (ACB) Revetment
 - 5-5-5 Type 5: Open Channel with Gabion and Vegetated Mattress Bank Stabilization
 - 6-6-6 Type 6: Concrete Slope Wall
- Municipal Boundaries



Rev.	Description	Appr.	Date

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

Designed by:	Checked by:	Scale:
Drawn by:	Reviewed by:	AS SHOWN
KSS	APR 2018	
Correct:		

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 WEST HIGGINS ROAD, SUITE 505
CHICAGO, IL 60631
OFFICE (773) 693-9290
FAX (773) 693-9292
CHICAGO@HEYASSOCIATES.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184009249

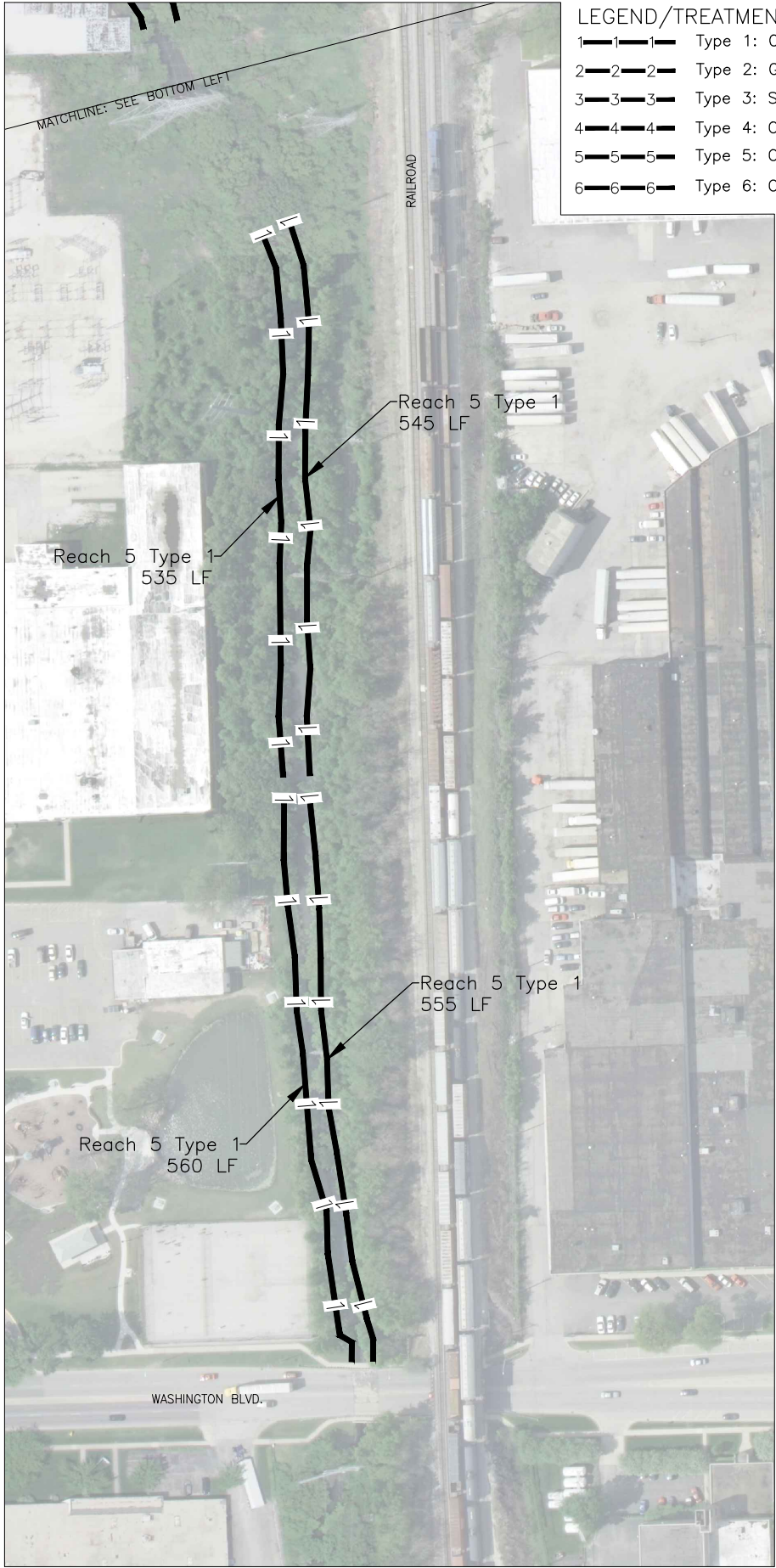
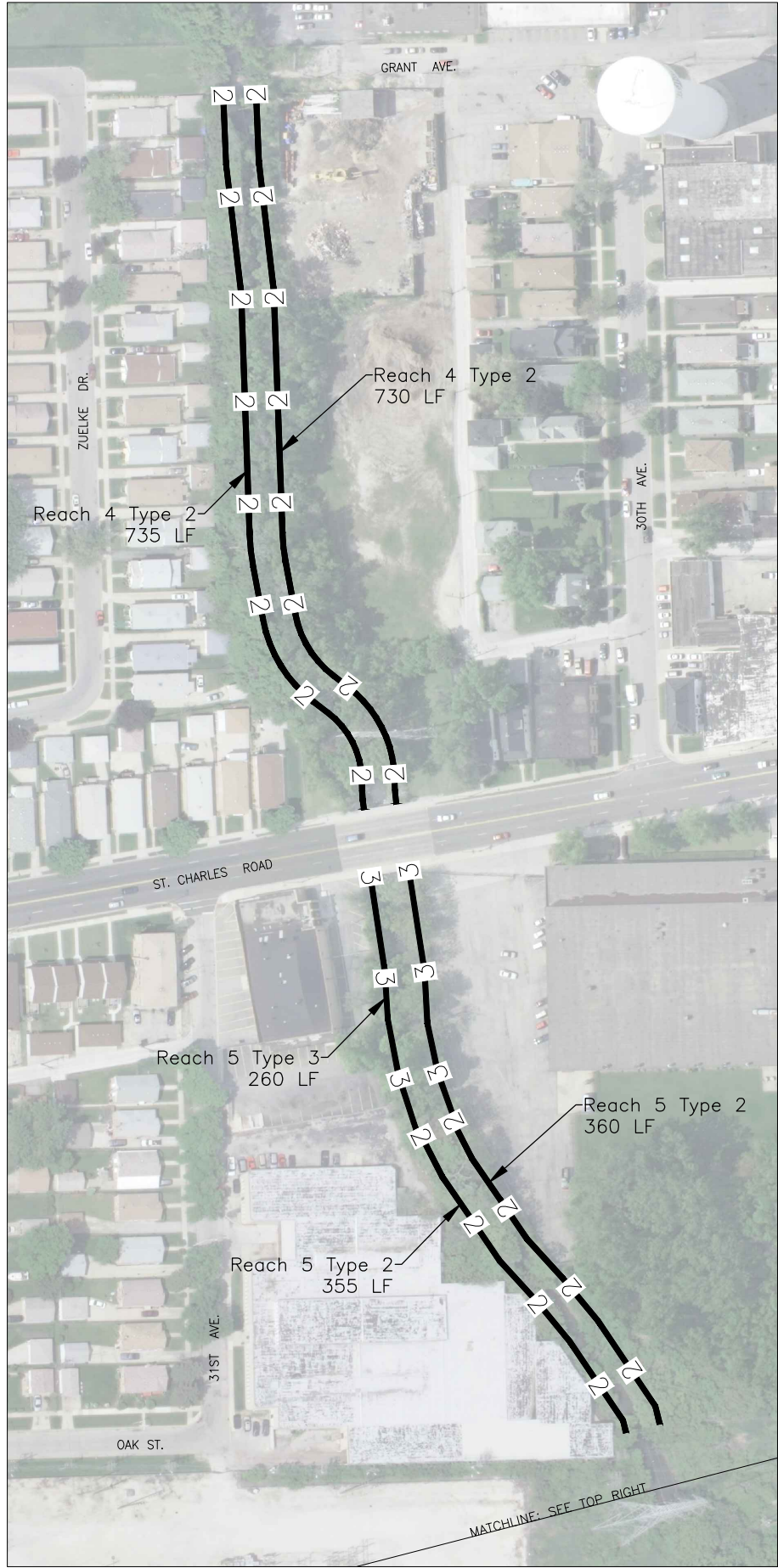
CONTRACT 11-187-3F
ADDISON CREEK CHANNEL IMPROVEMENTS

MELROSE PARK

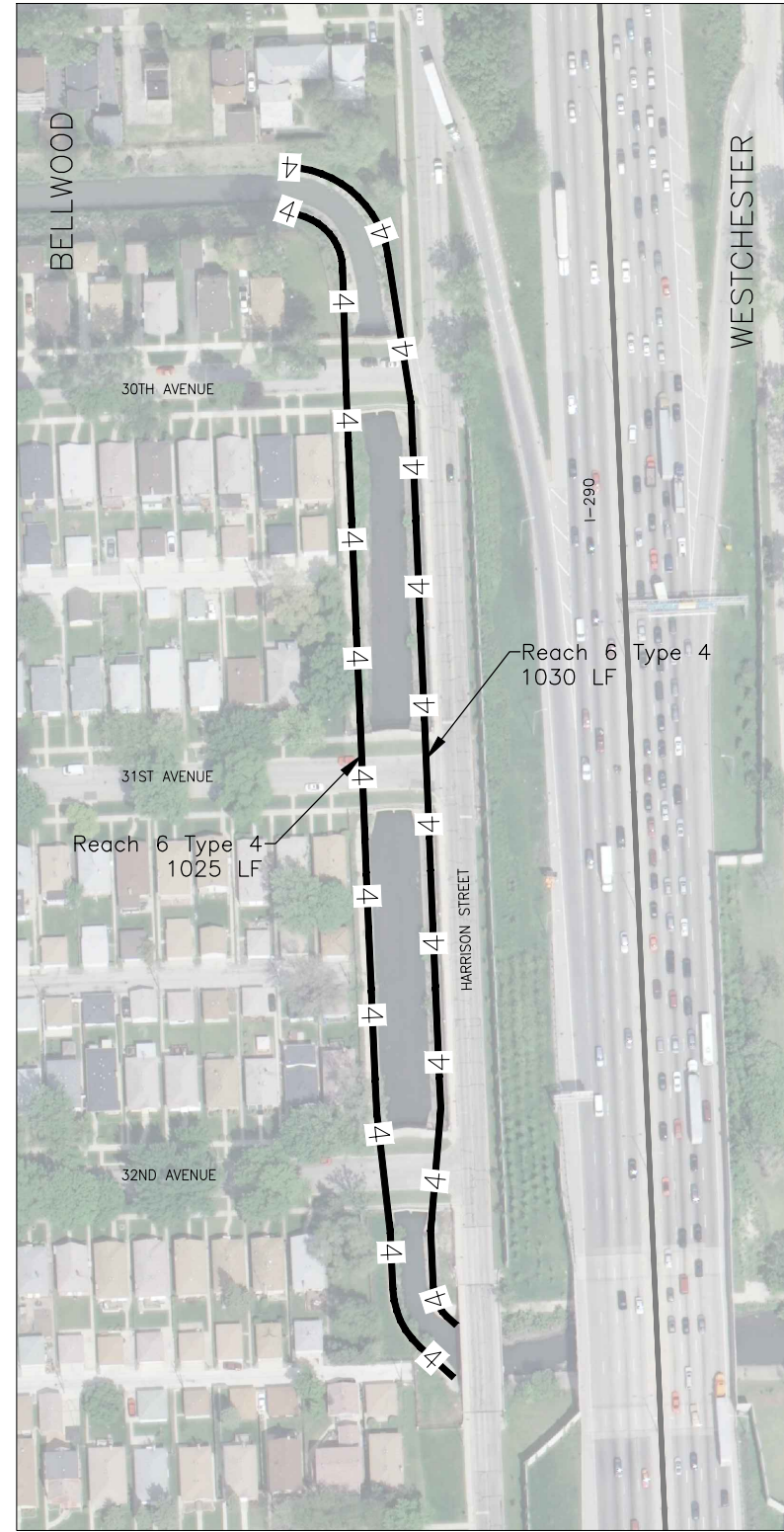
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- LEGEND/TREATMENT TYPES
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Rev.	Description	Appr.	Date

**METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO**

Designed by:	Checked by:	Scale:	AS SHOWN
Drawn by:	Reviewed by:	Date:	APR 2018
KSS			
Correct:			

Hey and Associates, Inc.
Engineering, Ecology and Landscape Architecture
8755 WEST HIGGINS ROAD, SUITE 635
CHICAGO, ILLINOIS 60631
PHONE: (773) 693-9201
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CHICAGO@HEYASSOCIATES.COM
PROFESSIONAL DESIGN FIRM
LICENSE NO. 184002429

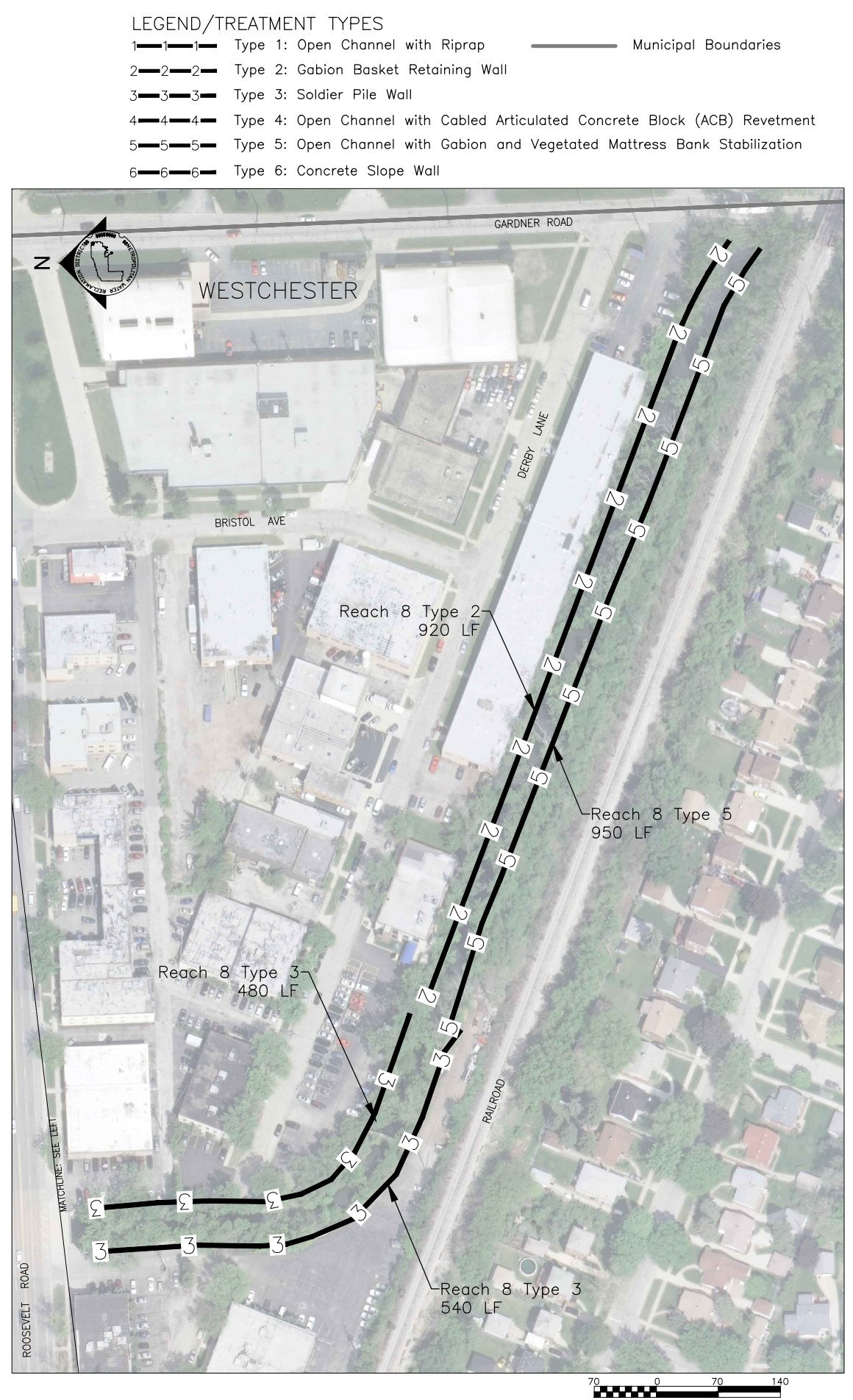
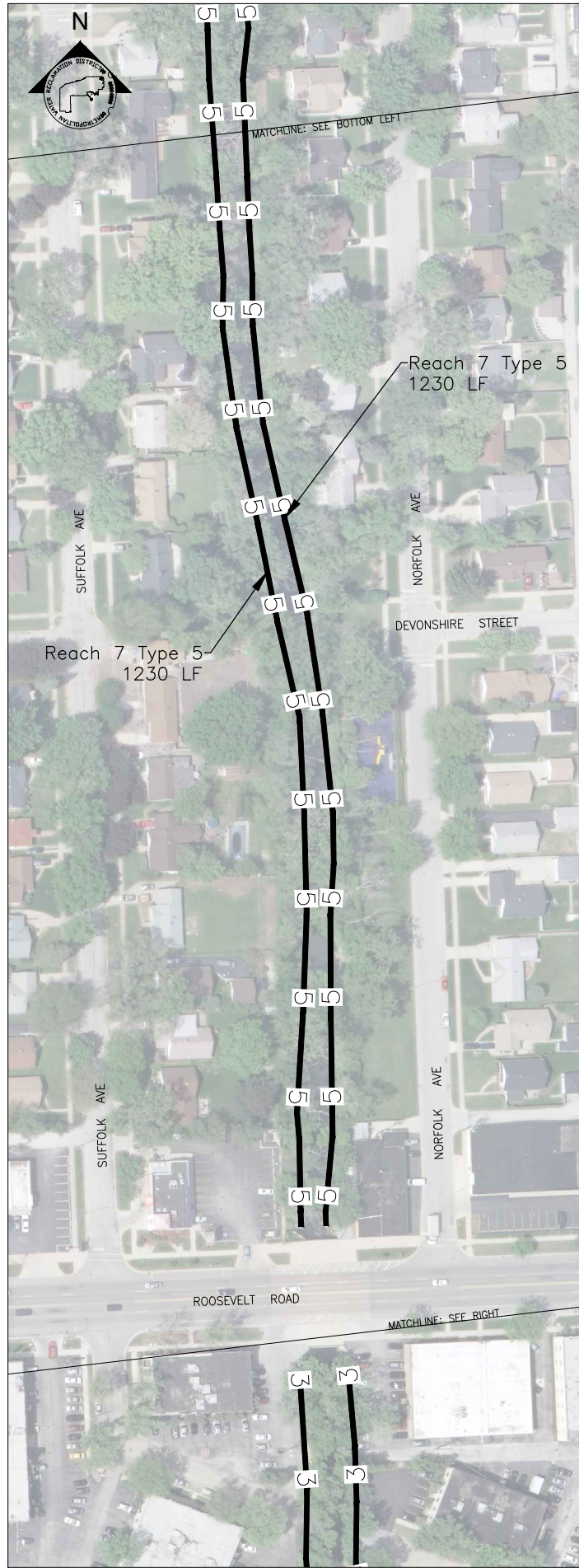
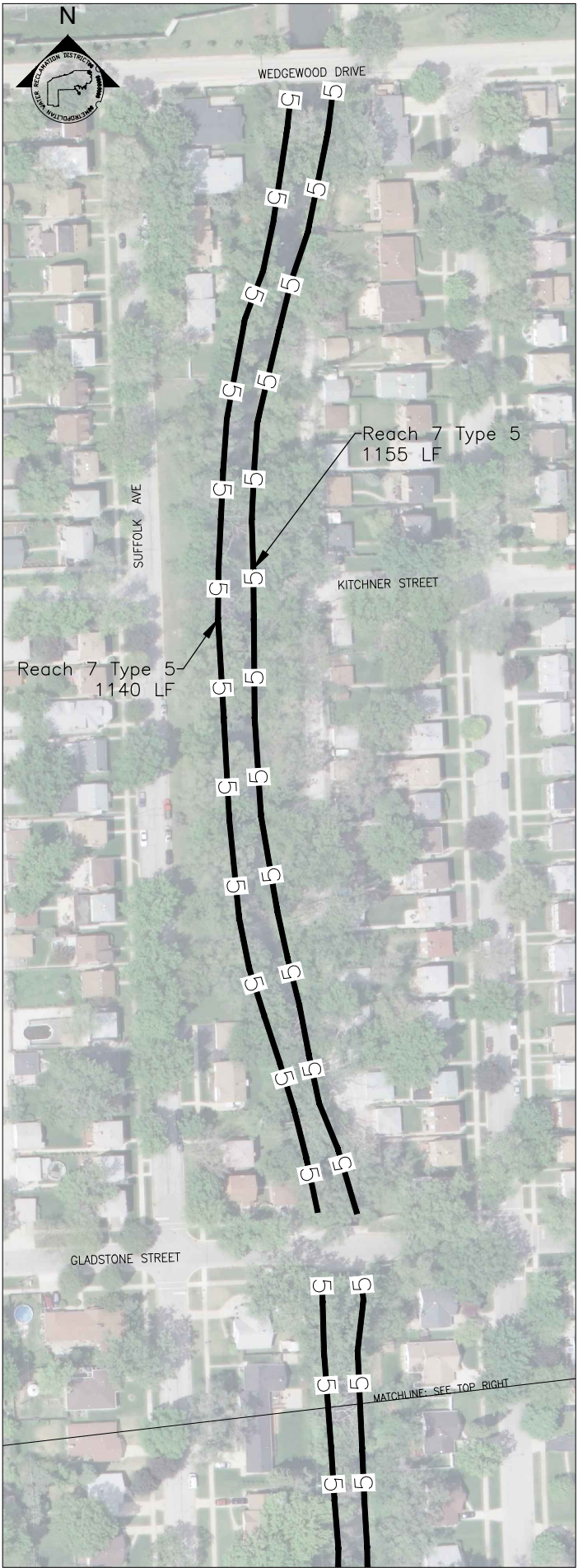
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ADDISON CREEK CHANNEL IMPROVEMENTS

BELLWOOD

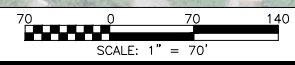
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- Municipal Boundaries



CONTRACT 11-187-3F
ADDISON CREEK CHANNEL IMPROVEMENTS
WESTCHESTER

DESIGNED BY: KSS
DRAWN BY: KSS
CHECKED BY: AS SHOWN
REVIEWED BY: APR 2018
CORRECT:

Scale: AS SHOWN
Date: APR 2018

HEY AND ASSOCIATES, INC.
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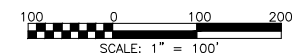
Rev.	Description	Appr.	Date

Sheet Number:
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Page Number: 6



1—1—1— Type 1: Open Channel with Riprap ——— Municipal Boundaries
 2—2—2— Type 2: Gabion Basket Retaining Wall
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 6—6—6— Type 6: Concrete Slope Wall



Sheet Number: 7

Page Number: 7

EXHIBIT 5

ASSIGNMENT OF EASEMENT

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.

VILLAGE OF _____

BY: _____

_____, Mayor

ATTEST:

_____, Village 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

ORDINANCE NO. _____

AN ORDINANCE OF THE VILLAGE OF BROADVIEW, COOK COUNTY, ILLINOIS, APPROVING A DEED IN LIEU OF FORECLOSURE AND SETTLEMENT AGREEMENT ON THE REAL PROPERTY COMMONLY KNOWN AS 2412 S. 9th AVE. BROADVIEW, ILLINOIS

* * * * *

WHEREAS, the Village of Broadview, County of Cook, State of Illinois (the “Village”) is a duly organized and existing Village created under the provisions of the laws of the State of Illinois and is now operating under the provisions of the Illinois Municipal Code, and all laws amendatory thereof and supplementary thereto, with full powers to enact ordinances and adopt resolutions for the benefits of the residents of the Village; and

WHEREAS, the owner (the “Owner”) of 2412 S. 9th Ave. (the “Property”) and the Village of Broadview wish to enter into a Deed in Lieu of Foreclosure Agreement and Settlement Agreement, a copy of which is attached hereto and made a part hereof as Exhibit A (the “Agreement”); and

WHEREAS, the President and Board of Trustees of the Village of Broadview, Cook County, Illinois (the “Corporate Authorities”) deem it advisable and in the best interest of the health, safety and welfare of the residents of the Village to enter into the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the President and the Village Board of the Village of Broadview, County of Cook, State of Illinois, as follows:

**ARTICLE I.
IN GENERAL**

Section 01. Incorporation Clause.

All of the recitals hereinbefore stated as contained in the preambles to this Ordinance are full, true and correct, and the Corporate Authorities do hereby, by reference, incorporate and make them part of this Ordinance as legislative findings.

Section 02. Purpose.

The purpose of this Ordinance is to enter into the Agreement and the Agreement is hereby approved.

Section 03. Invocation of Authority.

This Ordinance is enacted pursuant to the authority granted to the Village by the Act, the other Illinois Compiled Statutes and the Constitution of the State of Illinois.

Section 04. State Law Adopted.

All applicable provisions of the Illinois Compiled Statutes, including the Illinois Municipal Code, as may be amended from time to time, relating to the purposes of this Ordinance are hereby incorporated herein by reference.

Sections 05-09. Reserved.

**ARTICLE II.
AUTHORIZATION, HEADINGS, SAVINGS CLAUSES, EFFECTIVE DATE**

Section 11. Authorization.

The Agreement is hereby accepted and approved. The Village Board hereby authorizes and directs the President or her designee to enter into and approve the Agreement in accordance with its terms, or any modification thereof, and to ratify any and all previous actions taken to effectuate the intent of this Ordinance. The Village Board authorizes and directs the President or her designee to execute the applicable

Agreement. No insertions, omissions or changes may be made to the documents approved herein without further authorization by the Corporate Authorities. The Village Board further authorizes the President or her designee to execute any and all additional documentation that may be necessary to carry out the intent of this Ordinance. The Village Clerk is hereby authorized and directed to attest to and countersign any documentation as may be necessary to carry out and effectuate the purpose of this Ordinance. The officers, employees and/or agents of the Village shall take all action necessary or reasonably required to carry out and give effect to this Ordinance and shall take all action necessary in conformity therewith. The Village Clerk is also authorized and directed to affix the Seal of the Village to such documentation as is deemed necessary. The Corporate Authorities hereby ratify any previous actions taken to effectuate the goals of this Ordinance.

Section 12. Headings.

The headings of the articles, sections, paragraphs and subparagraphs of this Ordinance are inserted solely for the convenience of reference and form no substantive part of this Ordinance nor should they be used in any interpretation or construction of any substantive provision of this Ordinance.

Section 13. Severability.

The provisions of this Ordinance are hereby declared to be severable and should any provision of this Ordinance be determined to be in conflict with any law, statute or regulation by a court of competent jurisdiction, said provision shall be excluded and deemed inoperative, unenforceable and as though not provided for herein and all other provisions shall remain unaffected, unimpaired, valid and in full force and effect.

Section 14. Effective Date.

All code provisions, ordinances, resolutions, rules and orders, or parts thereof, in conflict herewith are, to the extent of such conflict, hereby superseded

Section 15. Effective Date.

This Ordinance shall be effective and in full force immediately upon passage and approval.

ADOPTED by the Village Board of the Village of Broadview, Cook County,
 Illinois on this _____ day of _____ 2018, pursuant to a roll call vote, as follows:

	YES	NO	ABSENT	PRESENT
Brown-Marino				
Ealey				
Tierney				
Horne				
Abraham				
Jones				
(Mayor Thompson)				
TOTAL				

**SO PASSED, ADOPTED, APPROVED AND ENACTED IN AND AT THE
 VILLAGE OF BROADVIEW, COUNTY OF COOK, STATE OF ILLINOIS, THIS
 _____ DAY OF _____ 2018.**

APPROVED,

VILLAGE PRESIDENT

ATTEST: _____
Village Clerk

Recorded in the Municipal Records:
Published in Pamphlet Form

Exhibit A

**DEED IN LIEU OF FORECLOSURE AGREEMENT AND
SETTLEMENT AGREEMENT**

THIS DEED IN LIEU OF FORECLOSURE AGREEMENT AND SETTLEMENT AGREEMENT (the "Agreement") is entered into this _____ day of October, 2018 (the "Effective Date") by and between the Village of Broadview, Cook County, Illinois, an Illinois Municipal Corporation (the "Village"), and Frank Pedi, Steve Pedi, and R. Eck & Sons (the "Owners").

WITNESSETH

WHEREAS, Owner is the record title-owner of certain real estate commonly known as 2412 S. 9th Ave., Broadview, Illinois 60155, and is legally described as follows:

PARCEL 1:

THE NORTH 78 FEET OF THE SOUTH 170 FEET OF LOT 97 IN BROADVIEW, A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PARCEL 2:

THE SOUTH 92 FEET OF LOT 97 IN BROADVIEW, A SUBDIVISION IN SECTION 22, TOWNSHIP 39 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N. No. PARCEL 1: 15-22-223-005-000

P.I.N. No. PARCEL 2: 15-22-223-010-000 (the "Property")

WHEREAS, the Village found the Owners in violation of the Broadview Municipal Code for their property located at 2412 S. 9th Avenue.

WHEREAS, the Village those past violations of the Broadview Municipal Code lead to Judgments entered into in the Circuit Court in 2010, for \$27,150.00, \$54,050.00 and; \$67,200.00.

WHEREAS, said judgments in favor of the Village have been recorded with the Cook County Recorder of Deeds as Document Numbers 1031416022 and 1031416023.

WHEREAS, payment of the aforementioned judgments has not been made to the Village.

WHEREAS, pursuant to 65 ILCS 5/1-2.1-8 of the Illinois Municipal Code, the Village can file a judgment lien on said property relating to each of the outstanding judgments.

WHEREAS, Village has the option to acquire the said Property through foreclosure of the judgment lien.

WEHEREAS, the Owners have also been cited for current violations of the Broadview Municipal Code.

WHEREAS, these municipal code citations issued to the Owners based on the Property's Code violations are currently the subject of administrative adjudication.

WHEREAS, if the hearing officer finds the Owners liable of these Broadview Municipal Code violations, additional fines could be issued.

WHEREAS, if Municipal Code violations fines were issued and unpaid, pursuant to 65 ILCS 5/1-2.1-8 of the Illinois Municipal Code, the Village could file a judgment lien on said property relating to each of the outstanding fines.

WHEREAS, pursuant 65 ILCS 5/11-31-1 and 65 ILCS 5/11-13-15 of the Illinois Municipal Code, on March 15, 2018, the Village filed a complaint in the Circuit Court of Cook County related to said Property for injunctive relief and to have the Property declared abandoned stemming from the Owners' lack of maintenance of the Property, abandonment of the Property, back taxes owed on the Property, and the dangerous and unsafe condition of the Property.

WHEREAS, the trial relating to the Circuit Court case filed in March, is set to proceed on August 29, 2018.

NOW THEREFORE, in consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Village and Owners agree, as follows:

1. The Village accepts title to convey the Property from Owners to the Village as a deed in lieu of foreclosure of a future Lien Claim relating to prior Judgments owed the Village as described herein.

2. Accepting the title conveying the Property from Owners to the Village, hereby extinguishes any and all interests and claims the Village may have had in the future foreclosure and collection of the future Lien Claim, and any proceeding regarding such foreclosure and collection shall not be made by the Village, other than recordation of the lien and extinguishment of the same secondary to this agreement once title is conveyed.

3. The deed conveying the Property from Owners to the Village will lead to the dismissal of any and all Broadview Municipal Code citations currently pending in the Broadview administrative Court against the Owners and Property and will hereby release any claims the Village may have had relating to those citations. In addition, the deed conveying the Property from Owners to the Village will hereby release any and all obligations owed by Owners to the Village regarding the outstanding Municipal Code violations.

4. The deed conveying the Property from Owners to the Village will lead to the dismissal of the Complaint currently pending in Circuit Court against the Owners and the Property.

5. The parties hereto agree that this Agreement may be executed in multiple counterparts, which may be signed and delivered separately.

6. This Agreement constitutes the entire Agreement, and supersedes any and all other Agreements, whether oral or written, between the parties. No change or modifications of this Agreement shall be valid unless the same shall be in writing and signed by the Village. No waiver or suspension of any provisions of this Agreement shall be valid unless in writing and signed by the Village.

7. If any portions of this Agreement shall be, for any reason, invalid or unenforceable,

such portions shall be ineffective only to the extent of such invalidity or unenforceability, and the remaining portion or portions shall nevertheless be valid, enforceable and in full force and effect.

8. The foregoing recital clauses to this Agreement are true and expressly incorporated into this Agreement and are a material part thereof herein.

9. This Agreement shall be governed in all respects, whether as to the validity, construction, capacity, performance, or otherwise, by the laws of the State of Illinois, County of Cook.

(Intentionally Left Blank)

IN WITNESS WHEREOF, the parties have hereunder set their hands and seals on this Agreement, as herein provided, and this Agreement shall be in full force and effect on the Effective Date herein above written.

THE VILLAGE OF BROADVIEW

By: _____
Ronald Thompson, Mayor

ATTEST

By: _____
Kevin McOrter, Village Clerk

OWNERS

By: Frank Padi
Frank Padi

By: Steve Padi
Steve Padi

Subscribed and sworn to before me
this 17 day of August, 2018.

Ariana Guzman
Notary Public

Subscribed and sworn to before me
this 17 day of August, 2018.

Ariana Guzman
Notary Public

R. Eck & Son, Inc

By: Steve L. Padi
Steve L. Padi, its President

Subscribed and sworn to before me
this 17 day of August, 2018

