

BEFORE THE ILLINOIS POLLUTION CONTROL BOARD

METROPOLITAN WATER RECLAMATION)	
DISTRICT OF GREATER CHICAGO,)	
)	
Petitioner,)	
)	
v.)	PCB No. 2016-028
)	(Time-Limited Water Quality
)	Standard)
ILLINOIS ENVIRONMENTAL PROTECTION)	
AGENCY,)	
)	
Respondent.)	

NOTICE OF FILING

To: See Attached Service List

PLEASE TAKE NOTICE that on September 30, 2020, the **Metropolitan Water Reclamation District of Greater Chicago** electronically filed with the Office of the Clerk of the Illinois Pollution Control Board the **Post-Hearing Brief of Metropolitan Water Reclamation District of Greater Chicago**, a copy of which is hereby served upon you.

Dated: September 30, 2020

**METROPOLITAN WATER RECLAMATION
DISTRICT OF GREATER CHICAGO**

By: /s/ Fredric P. Andes
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PROOF OF SERVICE

The undersigned attorney certifies, under penalties of perjury pursuant to 735 ILCS 5/1-109, that he caused a copy of the foregoing **Post-Hearing Brief of Metropolitan Water Reclamation District of Greater Chicago** to be served via electronic mail to all parties listed on the attached Service List on this 30th day of September, 2020.

/s/ Fredric P. Andes

One of Its Attorneys

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POST-HEARING BRIEF OF METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Petitioner Metropolitan Water Reclamation District of Greater Chicago (“MWRD” or the “District”) files this post-hearing brief to clarify certain issues raised in the August 4, 2020 hearing, and to provide information in response to requests made during that hearing. MWRD believes that the information provided in its Petition, as supplemented by MWRD’s testimony during the hearing and the information contained in this Brief, provide the information necessary for the Pollution Control Board (the “Board”) to approve the Time-Limited Water Quality Standard (“TLWQS”) that is requested in MWRD’s Petition.

As an initial matter, MWRD wishes to address the public comments filed recently in this matter by U.S. EPA. U.S. EPA had previously raised issues concerning the need for a TLWQS as to combined sewer overflow (CSO) discharges located in the Calumet River System. In its public comments, U.S. EPA states that it is now amenable to a “bridge variance” for those CSOs, to allow MWRD time to collect certain information, which would then be considered if MWRD decides to apply for renewal of the variance in five years. Based on that position, EPA’s comments

recommend that the TLWQS include conditions in the TLWQS requiring MWRD to collect that information. While MWRD does not believe that the TLWQS conditions recommended by U.S. EPA are necessary, MWRD is willing to accept those conditions, and provide the required information at the end of the five-year term of the TLWQS.

During the hearing, further information was requested concerning the MWRD's green infrastructure (GI) programs. Those programs are referred to and incorporated into MWRD's Consent Decree with U.S. EPA and Illinois EPA, and that Consent Decree's requirements were referred to and incorporated into MWRD's Petition. Therefore, implementation of those programs, pursuant to the Consent Decree, would also be conditions of the TLWQS as proposed in MWRD's Petition. MWRD's Green Infrastructure Program Plan (Exhibit D to Responses of Metropolitan Water Reclamation District of Greater Chicago Questions from the Pollution Control Board ("MWRD Responses to Board Questions"), submitted on July 27, 2020), was submitted to U.S. EPA pursuant to the Consent Decree, and was approved by U.S. EPA on October 7, 2015. (The approval letter is attached as Exhibit 1 to this Brief.)

The MWRD's GI program was adopted with a goal of 10 million gallons (MG) design retention capacity over 15 years. The goal for the first 5 years was 2 MG, but the program has been far more successful, achieving 7.3 MG over those 5 years. This program has multiple aspects, as explained in the Green Infrastructure Program Plan and in the annual Consent Decree reports that MWRD files. (The green infrastructure chapter from the most recent Consent Decree report was attached to MWRD's Responses to Board Questions, as Exhibit A.) The program has included implementation of numerous projects. (A list of projects through 2019 is attached to this Brief as Exhibit 2.) In addition, MWRD has been implementing a Partnership Program, to encourage communities within Cook County to develop and implement their own projects. (Information concerning the Partnership Program is attached as Exhibit 3 to this Brief.) In addition, MWRD

has published and distributed numerous documents concerning development and implementation of GI projects at the individual property level, including its Green Neighbor Guide (attached as Exhibit 4 to this Brief).

During the hearing, MWRD was asked to clarify the relationship, if any, between its GI program and the work done under MWRD's Water Management Ordinance by its Technical Advisory Committee. That work addresses different issues than the GI program. The WMO TAC actions address flooding risks that may result from new development.

MWRD was also asked during the hearing to clarify the list of permits that was submitted as Exhibit C to the MWRD's Responses to Board Questions, which was filed on July 27, 2020. That table (attached as Exhibit 5 to this Brief) provides a list of permits that have been issued since the adoption of the Watershed Management Ordinance (WMO) on May 1, 2014. Each listed permit provides the permit number, issue date, and GI Volume. The GI Volume is initially reported in units of acre-feet prior to conversion to gallons. When development occurs, the resulting stormwater runoff can adversely impact adjacent and downstream properties causing increased flooding. Permit applicants must incorporate various stormwater management practices, i.e., runoff, volume control, and detention, to mitigate potential flooding impacts whenever a WMO permit is required.

The reported GI volume in Exhibit 5 for each permit reflects the volume control storage provided as part of a development, which is required under the WMO when the impervious area is greater than or equal to 0.10 acre. The volume control storage is the first inch of runoff from the impervious area of new development. Impervious areas include pavement, compacted gravel, and buildings excluding green roof areas. Porous pavement, non-compacted gravel, railroad ballast, and synthetic turf fields are not considered impervious areas for volume control requirements. The

volume control storage is typically retained on the site of the development in some form of green infrastructure.

WMO permit applications submitted for projects that are located within the corporate limits of a municipality are issued to both a permittee and a co-permittee. The permittee is the municipality where the project is located. For projects located in unincorporated areas, Cook County is the permittee. The co-permittee is the property owner for all projects.

The table that is attached as Exhibit 6 to this brief summarizes the GI requirements of current and future projects for permits issued after the adoption of the WMO in 2014 through 2019. The requirement to provide GI as part of development regulated under the WMO helps to reduce the amount of stormwater entering the combined sewer system, for developments in areas served by combined sewers. Furthermore, by requiring GI in conjunction with development, the District increases awareness and use of GI as an effective means to manage stormwater throughout Cook County.

MWRD was also asked during the hearing to provide information about the pilot studies that it has conducted regarding the possibility of developing master plans for various areas within Cook County. Those studies were completed in 2017. One of the issues assessed was the feasibility of implementing measures needed to protect against flooding in a 100-year storm using both green infrastructure and traditional stormwater storage and conveyance measures. The conclusion from the pilot studies was that reaching that goal would not be feasible – the cost could exceed \$80 billion. The consequent recommendation was that MWRD continue to implement current programs, as laid out in the Green Infrastructure Plan, and continue to seek expansion of those programs within the MWRD area to the extent feasible.

MWRD was also asked during the hearing to provide information regarding the extent to which it addresses green infrastructure issues in leases for operations conducted on property owned

by MWRD. As part of its Green Infrastructure Program Plan required in the Consent Decree, the MWRD adopted a Comprehensive Land Use Policy ("Policy") (attached as Exhibit 7 to this Brief). Section 3.6 of the Policy sets forth the Green Infrastructure Requirements and Incentives relating to MWRD property leased to others. These requirements and incentives have been incorporated into all District leases since the policy was adopted by the Board. To date, no private entities have taken advantage of the incentive program set forth in the Policy. For new and renewed leases to governmental entities for public use, those lease agreements require green infrastructure on the leasehold pursuant to the Policy. To date, four leases fall under this category, with the Village of Lemont, City of Evanston, Chicago Park District and the Village of Crestwood. For new and renewed public leases, the governmental entity must submit a GI Land-Use Policy Form for Public Leases that is reviewed and approved by the Engineering Department. (That form is attached as Exhibit 8 to this Brief.) The approved form becomes part of the lease agreement. In addition, the MWRD requires an annual certification from tenants to ensure that the GI was installed and is maintained. MWRD staff conducts periodic inspections of leaseholds, as necessary.

There were also information requests made at the hearing that related to issues other than green infrastructure. One such request related to suburban communities within the MWRD area that may have capacity restrictions within their sewer systems. MWRD is providing assistance to these communities, as it provides to all communities in Cook County. The capacity restrictions, though, do not affect those communities in any way that is related to this Petition. Capacity restrictions in sewer systems can lead to basement backups or flooding issues. They do not result in additional or more frequent CSO discharges, so those restrictions do not relate to the dissolved oxygen issues resulting from CSOs, which are the subject of this Petition.

Another non-GI question raised at the hearing related to climate change, and whether consideration of potential climate change impacts would change anything about the Petition.

MWRD does consider the potential size and intensity of future storms, through its planning process. The District uses current rainfall data, collected by the United States Geological Survey (USGS), in design of projects. Historic rainfall data were last updated in 2019 by the Illinois State Water Survey, and are considered in multiple aspects of MWRD's stormwater management programs. As explained in the Petition, the principal means by which MWRD reduces CSO discharges is through the operation of TARP. That system has a design capacity that is expected to contain the flow from most storms. While the capacity of that system (as it will be completed in 2029) cannot be modified, MWRD continues to take other actions that are intended to manage potentially increasing stormwater flows. These actions are described in MWRD's annual Stormwater Management Reports (the most recent of which is attached as Exhibit 9 to this Brief.) Additional relevant information is contained in the green infrastructure chapters of MWRD's annual Consent Decree Reports, and in the Green Infrastructure Program Plan (both of which were attached to MWRD's Responses to Board Questions, as Exhibits A and D, respectively).

Finally, MWRD was asked during the hearing to explain why the various studies relied on in the Amended Petition do not need to be updated. MWRD believes that those studies are still relevant, and support the Amended Petition. While the number of CSO discharges may have decreased in some reaches of the CAWS since those studies were done, we do not know future storm conditions or the extent of CSO discharges that will result from those events. Also, it will be some time until we fully understand how the operation of the TARP reservoirs affects CSO discharges, DO levels, and compliance with standards. Perhaps most importantly, it is critical to keep in mind that any control systems must be designed to bring about compliance with DO standards 100% of the time. While the frequency of CSO events may have declined in some reaches, as long as there are some CSO discharges, with their attendant impact on DO levels, then measures would need to be taken to address those impacts and bring the reaches into

compliance. The studies relied upon in the Amended Petition continue to be the best available information concerning those compliance measures and their costs. (Note: The costs would likely be even higher now than when the reports were first prepared.) There is no need to update those reports at this time.

Dated: September 30, 2020

Respectfully submitted,

Metropolitan Water Reclamation District of
Greater Chicago

/s/ Fredric P. Andes

One of its Attorneys

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EXHIBIT 1



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

OCT 07 2015

REPLY TO THE ATTENTION OF
WC-15J

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David St. Pierre
Executive Director
Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611

Re: *U.S. EPA et al. v. Metropolitan Water Reclamation District of Greater Chicago*. Green Infrastructure Plan

Dear Mr. St. Pierre:

The United States Environmental Protection Agency received your August 14, 2015 letter submitting the Metropolitan Water Reclamation District of Greater Chicago's (MWRD) revised Green Infrastructure Plan for approval pursuant to Appendix E, Section II.C of the Consent Decree in *U.S. et al. v. Metropolitan Water Reclamation District of Greater Chicago*, Civil Action No. 11-C-8859. EPA has reviewed MWRD's revised Green Infrastructure Plan and has consulted with the Illinois Environmental Protection Agency regarding the plan.

By this letter, EPA approves MWRD's revised Green Infrastructure Plan pursuant to Section X of the Consent Decree, having found that the revised plan includes all of the information required by Section II.C.i through iv of Appendix E. Please note that EPA will determine whether a green infrastructure project counts toward the required total gallons of design retention capacity under Appendix E on a project by project basis, and EPA's approval of MWRD's Green Infrastructure Plan does not constitute approval of design retention capacity credits for a particular project. The date of this letter serves as the effective date of the Green Infrastructure Plan. EPA will review any MWRD Green Infrastructure projects initiated prior to this letter in accordance with the requirements in Appendix E. At your earliest convenience, please send a clean, non-redlined version of the plan. If you have any questions, please contact Keith Middleton at (312) 886-6465 or Bob Newport at (312) 886-1513.

Sincerely,

Tinka G. Hyde
Director, Water Division

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General Administration

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EXHIBIT 2

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Green Infrastructure Projects by Watershed (as of Jan 2020)

Project ID	Partner Agency	Project Description	Watershed	Status
14-254-3FR	City of Blue Island	Blue Island GI	Calumet-Sag Channel	Completed
18-IGA-02	Village of Calumet Park	Calumet Park Green Infrastructure Project	Calumet-Sag Channel	Ongoing
18-IGA-13	Village of Orland Park	Village of Orland Park Nature Center and Green Roofs	Calumet-Sag Channel	Cancelled
18-IGA-14	City of Palos Heights	Lake Katherine Permeable Parking Lot	Calumet-Sag Channel	Ongoing
19-IGA-03	Chicago Public Schools	Barbara Vick Outdoor Classrooms	Calumet-Sag Channel	Ongoing
19-IGA-06	Village of Summit	Green Infrastructure Alley Improvements	Calumet-Sag Channel	Ongoing
20-IGA-03	City of Blue Island	Blue Island 119th Place Bioswale and Permeable Alley	Calumet-Sag Channel	Ongoing
20-IGA-07	Village of Chicago Ridge	Metra Station Permeable Paver Parking Lot	Calumet-Sag Channel	Ongoing
14-IGA-06	Chicago Public Schools and Chicago Dept. of Water Management	Space to Grow at Grissom, Schmid, Morrill, & Leland Schools	Combined Sewer/Chicago Sanitary and Ship Canal	Completed
15-IGA-20	Chicago Public Schools and Chicago Dept. of Water Management	Space to Grow at Fernwood, Ashe, Heroes, Cook, Westcott, Wadsworth, Gunsaulus, Davis, Corkery, Orozco, Webster, Cather, Morton, Nash, Farnsworth & Field Schools	Combined Sewer/Chicago Sanitary and Ship Canal	20 Completed through 2019, with 10 additional schools yet to be identified
16-IGA-07	City of Berwyn	Green Alleys	Combined Sewer/Chicago Sanitary and Ship Canal	Completed
18-IGA-03	City of Chicago	Chicago-10th Ward Green Alleys	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
18-IGA-04	Chicago Park District	Establishment of Native Habitat at Three Chicago Parks	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
18-IGA-05	City of Chicago	The Garfield Park Community Orchard	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
18-IGA-18	University of Illinois at Chicago	Green Infrastructure at Arthington Mall and Parking Lot	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
19-IGA-02	Town of Cicero	Green Alley Paving Improvements	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing

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Green Infrastructure Projects by Watershed (as of Jan 2020)

19-IGA-05	City of Calumet City	Calumet City Green Infrastructure (Stormwater Reduction)	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
19-IGA-11	Village of Oak Park	Public Works Facility Demonstration Rain Garden	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
19-IGA-14	Village of Oak Park	Green Alley Improvements Project	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
19-IGA-19	City of Chicago	8000 S. Homan Green Alley - 18th Ward	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
19-IGA-20	City of Chicago	725 S. Laflin Green Alley -28th Ward	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
20-IGA-02	Berwyn Park District	Liberty Green Annex	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
20-IGA-05	Village of Burnham	Cottage Park Stormwater Improvements	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
20-IGA-06	City of Chicago	Calumet River Gateway Garden in the South Chicago Neighborhood	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
20-IGA-08	Town of Cicero	2020 Green Alley Paving Project	Combined Sewer/Chicago Sanitary and Ship Canal	Ongoing
18-IGA-01	Village of Arlington Heights	Parking Lot Pavers and Bio-infiltration at Police Station	Des Plaines River	Completed
18-IGA-06	City of Des Plaines	Des Plaines Concrete Alley Improvement Project	Des Plaines River	Completed
18-IGA-07	Village of Forest Park	Forest Park Green Alley Improvement	Des Plaines River	Ongoing
18-IGA-08	Forest Preserve District of Cook County	Permeable Parking Lot Retrofit	Des Plaines River	Ongoing
18-IGA-10	Village of Maywood	Village of Maywood Green Alleys	Des Plaines River	Ongoing
18-IGA-16	Village of River Forest	River Forest Gale Avenue Green Alley Improvements	Des Plaines River	Completed
18-IGA-17	Village of Riverside	Metra Commuter Lot #1 Green Parking Lot	Des Plaines River	Completed
18-IGA-19	Wheeling Park District	Wheeling Park District Chamber Park Parking Lot Reconstruction	Des Plaines River	Completed
19-IGA-04	Village of Broadview	Green Alley Improvements	Des Plaines River	Ongoing
19-IGA-08	Village of La Grange	La Grange Parking Lots Green Infrastructure Retrofit	Des Plaines River	Ongoing
19-IGA-16	Village of River Grove	2018 Green Alleys Program	Des Plaines River	Ongoing
19-IGA-17	City of Park Ridge	Park Ridge Public Library Green Parking Lot	Des Plaines River	Ongoing
20-IGA-04	Village of Broadview	2020 Green Alley Improvements	Des Plaines River	Ongoing

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Green Infrastructure Projects by Watershed (as of Jan 2020)

20-IGA-10	Forest Preserves of Cook County	Schuth's Grove Parking Lot Green Infrastructure Retrofit	Des Plaines River	Ongoing
20-IGA-11	Village of Harwood Heights	Harwood Heights Green Alleys Project	Des Plaines River	Ongoing
20-IGA-12	Village of Lyons	Green Alleys Water Management Project	Des Plaines River	Ongoing
20-IGA-13	Village of Maywood	Maywood Green Alleys Program	Des Plaines River	Ongoing
20-IGA-15	City of Northlake	Northlake City Centre Permeable Parking Lot Project	Des Plaines River	Ongoing
20-IGA-17	Village of River Grove	2020 Green Alley Program	Des Plaines River	Ongoing
20-IGA-19	Union Ridge School District 86	Union Ridge Elementary School Parking Lot Improvements in Harwood Heights	Des Plaines River	Ongoing
16-IGA-01	Village of Kenilworth	Permeable Pavement and Native Landscaping	Lake Michigan	Completed
19-IGA-07	City of Evanston	Green Infrastructure at Orrington School	Lake Michigan	Ongoing
18-IGA-12	Village of Midlothian	Midlothian Permeable Pavement Parking Lot	Little Calumet River	Ongoing
18-IGA-15	Village of Posen	Posen Goes Green – Parking Lot	Little Calumet River	Ongoing
19-IGA-01	Village of Dolton	Cornell Avenue Green Infrastructure Project	Little Calumet River	Ongoing
19-IGA-09	Board of Education of Cook County School District 154	Wolcott School Playground Enhancement	Little Calumet River	Ongoing
19-IGA-12	Village of Ford Heights	Ford Heights Green Streets Project	Little Calumet River	Ongoing
19-IGA-13	Village of Lansing	Washington Street Green Infrastructure Parking Lot Improvements	Little Calumet River	Ongoing
19-IGA-15	Village of Tinley Park	North Street Permeable Pavers Project	Little Calumet River	Ongoing
15-IGA-17	Village of Wilmette	Green Alley Improvements	North Branch of the Chicago River	Completed
15-IGA-21	Village of Northbrook	Stormwater Retrofits for Wescott Park	North Branch of the Chicago River	Completed
16-IGA-09	Village of Niles	Bioswale and Permeable Parking Lot	North Branch of the Chicago River	Completed
16-IGA-10	Village of Skokie	Rain Gardens at Devonshire Park	North Branch of the Chicago River	Completed
18-IGA-09	Village of Harwood Heights	Harwood Heights Green Alleys Project	North Branch of the Chicago River	Ongoing
19-IGA-18	City of Chicago	1900 W. Eddy – Addison Green Alley -47th Ward	North Branch of the Chicago River	Ongoing
20-IGA-09	City of Evanston	Parking Lot Improvements Project	North Branch of the Chicago River	Ongoing
20-IGA-14	Northfield Park District	Clarkson Park Improvements	North Branch of the Chicago River	Ongoing
20-IGA-18	Village of Skokie	2020 Green Alley Program	North Branch of the Chicago River	Ongoing
20-IGA-20	Village of Wilmette	Village Hall Parking Lot Retrofit	North Branch of the Chicago River	Ongoing
20-IGA-01	Village of Bartlett	Devon/West Bartlett Bioswale and Bike Path Replacement Project	Poplar Creek	Ongoing
20-IGA-16	Poplar Creek Public Library District	Concrete Walkway Replacement with Permeable Paving System	Poplar Creek	Ongoing

EXHIBIT 3

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Metropolitan Water Reclamation District of Greater Chicago

Green Infrastructure Partnership Opportunity Program

General Green Infrastructure (GI) Cost Share Requirements

IGAs will be drafted specifically for each GI project and the MWRD has several requirements applicable to all projects. In order to make the process as smooth as possible, please be advised that the following requirements will likely be included in every IGA for a GI project:

1) Selected Applicant Design, Contract Administration, and Construction Administration

The MWRD requires selected applicants to provide project design, contract administration, and construction administration. This includes: preliminary and final design, finalizing bidding documents, bidding and awarding contracts, and construction management.

Selected applicants will also be responsible for:

- Obtaining all permits required for the construction of the project;
- Providing the MWRD preliminary and final construction documents to the MWRD for review;
- Installing signage that promotes green stormwater infrastructure and the MWRD's funding; and
- Submitting as-built drawings to the MWRD after construction.

2) Competitive Bidding

The MWRD requires selected applicants to follow the District's Purchasing Act, 70 ILCS 2605/11.1 et seq. The Purchasing Act requires projects to be publicly bid and establishes minimum guidelines to ensure the bidding process is conducted fairly. Among other requirements, the Purchasing Act sets minimums for bid advertisement and review periods, contract award criteria, contract bonds, and it also establishes protections against bid fraud or collusion. While a selected applicant can utilize its own processes, the MWRD requires selected applicants to certify that the minimum standards of the District's Purchasing Act are met.

For more information, refer to the District's Purchasing Act [here](#).

3) Multi Project Labor Agreement (MPLA) Requirement & Prevailing Wage

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The MWRD values tradespeople and union members. For this reason, the MWRD has entered into a MPLA with 20 different labor unions. Selected applicants must ensure any contractors who perform work in any of the covered trades follow the terms of the MPLA for the portion of projects receiving MWRD funding. Finally and as required by state law, selected applicants must also ensure that the Prevailing Wage Act is also followed.

For more information, refer to the MPLA and Labor Relations here.

4) Affirmative Action

The MWRD requires that the minimum goals set forth in the MWRD's Affirmative Action Ordinance are met for the portion of the project funded by the MWRD. Failure to comply with the affirmative action requirements may result in a reduction in the amount the MWRD reimburses. In general, the MWRD's affirmative action requirements are:

- 20% Minority-Owned Business Enterprises (MBE)
- 10% Women-Owned Business Enterprises (WBE)
- 10% Small Business Enterprises (SBE)
- 3% Veteran-Owned Business Enterprises (VBE)

Prior to beginning construction, the MWRD requires selected applicants to submit a utilization plan identifying the MBE/WBE/SBE contractors' participation and certifying their qualifying status.

To help selected applicants stay on track to meet those goals, the MWRD requires affirmative action status reports, lien waivers, and proof of payment (such as cancelled checks) be submitted with their reimbursement requests.

For more information, refer to the MWRD Affirmative Action Ordinance here and the MWRD Veteran-Owned Business Enterprise Contracting Policy Requirements here.

5) Ownership

Selected applicants are required to obtain all property rights necessary to complete a project. The selected applicants will have complete ownership over all improvements made during and after the project. The MWRD will not accept any ownership or property interest in any part of the project or improvements.

6) Indemnification

Selected applicants will be required to indemnify the MWRD for any and all claims arising from the design, construction, maintenance, operation or ownership of the project and any related GI installation.

7) Operations & Maintenance

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Regular upkeep and maintenance is necessary for GI to function properly and provide the expected stormwater benefit. For that reason, selected applicants are required to provide routine maintenance as dictated by an operations and maintenance (O&M) plan jointly developed and agreed upon by the selected applicant and the MWRD. The O&M plan must establish guidelines for inspecting, reporting, and maintaining the GI installed. Selected applicants will be responsible for all costs associated with operating and maintaining the project in accordance with the O&M plan.

Additional O&M rules and requirements include:

- The selected applicant is required to perform annual inspections and prepare an inspection report for review by the MWRD. Inspection reports must be reviewed and signed/stamped by a professional engineer licensed by the State of Illinois or by an industry professional approved by the MWRD.
- The MWRD will be allowed access to the project site to perform its own inspection.

For more information, refer to the following sample O&M templates: Bioswales & Rain Gardens or Permeable Pavement.

8) MWRD Composted Biosolids

Since 2015, the MWRD has provided composted biosolids throughout the Chicago area. The compost can be used as a soil amendment or conditioner for establishing native landscaping or for mixing into custom topsoil blends.

To the extent practicable, the selected project partner shall use MWRDGC biosolids in any amendments performed to the soils in the proposed Project area if selected. These biosolids will be made available free of charge and more information will be provided for those selected project partners.

The Metropolitan Water Reclamation District of Greater Chicago is no longer accepting project applications for partnerships for 2020. Please check back next year for information on the 2021 program.

Background

MWRD encourages and supports implementing GI. GI is a range of engineered installations that store, infiltrate, and/or evaporate stormwater, thereby mimicking the natural water cycle. The MWRD recognizes that GI practices can be effective in reducing wet-weather flows to combined sewer systems, reducing combined sewer overflows to local waterways, and reducing runoff volumes and improving water quality in separate sewer service areas. The MWRD also recognizes the vital role of local government in addressing flooding concerns through the innovative use of GI.

In 2014, the MWRD established the Green Infrastructure Partnership Opportunity Program to increase the acceptance and investment of GI throughout Cook County. Since that time, the Green Infrastructure Partnership Opportunity Program has partnered with dozens of agencies to fund GI projects such as rain gardens, bioswales/bioretention areas, permeable pavement systems, and rain water harvesting systems.

Starting in 2017, the MWRD introduced the Green Infrastructure Call for Projects to scale up its investment into GI. The program resulted with the MWRD partnering with 19 communities and public agencies throughout Cook County to fund and build GI projects. Due to the success of the program, a 2018 Call for Projects was released and the MWRD partnered with 19 additional communities and public agencies. These projects will provide up to 5 million gallons of stormwater runoff storage to over 1,400 benefiting structures with the use of rain gardens,

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bioswales, and permeable pavement in parking lots, alleys, and residential streets. The MWRD is now currently reaching out to agencies within its boundaries to identify even more GI project opportunities, and we are excited to see what ideas will be proposed.

Program Goals

The MWRD's goals for the Green Infrastructure Partnership Opportunity Program are:

- Build GI to reduce stormwater flows to local sewer systems and prevent combined sewer overflows;
- Use GI to address local flooding and draining problems;
- Promote GI as a complimentary way to manage stormwater with natural systems;
- Aesthetically enhance public areas and increase a community's "green space"; and
- Provide improvements in water quality.

Eligibility Requirements

The following are the eligibility requirements for MWRD's Green Infrastructure Partnership Opportunity Program:

- Projects must be within the MWRD's corporate boundaries.
- Projects must be designed to manage stormwater using green infrastructure.
- Applicants must have (or be able to obtain) perpetual ownership or easement over the project site.
- Applicants will not use funding to satisfy required obligations due to the MWRD's Watershed Management Ordinance (WMO) or any other local, state, or federal regulations due to a private or public development project. Please note that some projects may require a WMO permit due to its own project disturbance, a new sewer, etc. Please refer to mwrld.org/wmo for additional information on permit requirements.
- The Applicant must be a public entity able to enter into an IGA with the MWRD. Eligible public entities include municipalities, townships, county agencies, park districts, school districts, and other local government organizations.
 - Projects will be required to meet MWRD's Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements, as well as the MWRD's Veterans Business Enterprise (VBE) goals.
 - Please see the Cost Share Requirements section below for more information on typical IGA requirements.
- The Applicant must agree to maintain and operate the completed project long term.
- The Applicant should verify the capability to perform all aspects of the project by each department within their agency or community which will take part in funding, contract administration, maintenance and other requirements of the applicant.

Evaluation Metrics

Projects are selected based on specific metrics the MWRD will evaluate for each project. These metrics may include, but are not limited to:

- *Design Retention Capacity (DRC)* – The amount of stormwater (in gallons) that can be captured and infiltrated by a green installation;
- *Benefitted Structures* – The number of structures (homes, businesses, etc.) that will experience positive effects on stormwater runoff due to the project. Positive effects on a structure may include a reduction in flooding or drainage issues. Note that auxiliary buildings such as residential garages, sheds, or other uninhabited structures should not be counted;
- *Impervious Area/ Drainage Area* – The area in square feet (or acres) that will drain to the proposed GI installation, the square footage of impervious surface removed by the project, and the total area of impervious surfaces that will be converted to permeable surfaces;
- *Sewer Service Area* – Combined sewers or separate stormwater and wastewater sewers;
- *Flood Prone Areas* – Areas that exhibit documented drainage or flooding issues locally. Includes overland or basement flooding issues;

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- *Cost Share Funding* – The funding amount requested of the MWRD and the amount of funding an Applicant can provide towards a project. Includes the ability of an Applicant to fund capital improvements and available sources of funding (such as grants);
- *Operations and Maintenance* – The Applicant's ability to maintain the installed GI. Includes previous experience maintaining GI, availability of labor & equipment, and understanding of financial commitment;
- *Public Visibility and Outreach* – The ability to promote the project to the community. Considers the visibility of the project, community involvement, and educational outreach to local residents before, during and after construction;
- *Existing MWRD Stormwater Development* – The amount MWRD has previously contributed to improving a community's and/or watershed's stormwater management, including past year's GI program partnerships; and
- *Current Project Status* – The current status of the project. The categories include: Conceptual, Design, and Shovel Ready.

* The MWRD may also consider whether applicants are in compliance with all MWRD ordinances (for example; WMO and Inflow & Infiltration Control Program) when prioritizing projects for funding assistance.

Cost Share Funding

MWRD funding for selected projects is in the form of reimbursement of construction related costs only. The amount of funding the MWRD provides to selected projects is based on the effectiveness of the proposed GI, the needs of the community, and availability of funding. Selected applicants are responsible for all remaining costs associated with the project. This includes: engineering, land acquisition, operations, maintenance, and other non-construction related costs.

Additional funding rules and requirements include:

- Funds may not be used retroactively for projects already under construction.
- Payment requests are submitted via an IGA Reimbursement Form by the selected applicants at specific construction completion milestones.
- Supplemental documentation such as a schedule of values indicating work completed, payroll sheets, lien waivers, and proof of payment to vendors and subcontractors (such as cancelled checks) are required for reimbursement.
- Selected project partners are required to meet minimum affirmative action goals as set forth in the MWRD's Affirmative Action Ordinance. These goals shall be met for any portion of the project funded by the MWRD. Please refer to item 4) below, under General Cost Share Requirements, for more detail and for a link to the District's Affirmative Action Ordinance.

How to Submit An Application



Applications and all attachments must be submitted via online application (preferred) or by e-mail. If necessary, and only after troubleshooting with the MWRD GI staff, applications may be submitted by mail or other courier service.

Online Application: Submit application online using the online application form found here.

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E-mail: It is strongly preferred that applications be submitted using the online application form above, but if necessary, the fillable PDF form (the preferred PDF format) can be submitted to GIApps@mwrdd.org. Limit email size (including attachments) to under 50MB. Submit application in one email only if possible, and include a list of all attachments in that email. Attach files using a filename that is unique to your project, referencing the organization name and/or project title.

Mail: It is strongly preferred that applications and all attachments be submitted electronically online through the website above. The second alternative is completing the fillable PDF form and submitting it electronically through email, a CD, DVD, or flash drive. If these submission methods prove difficult, please contact GIApps@mwrdd.org for troubleshooting first. After these alternatives have been attempted, applicant may mail a hard copy application and attachments in a sealed envelope postmarked no later than the deadline date and time titled "GI PARTNERSHIP APPLICATION" to:

Address for Mailed or Hand Delivered Applications:

Catherine O'Connor
Director of Engineering
Metropolitan Water Reclamation District of Greater Chicago
100 East Erie Street
Chicago, IL 60611-3154

Contact for Questions:

Holly Sauter
Senior Civil Engineer
Metropolitan Water Reclamation District of Greater Chicago
sauterH@mwrdd.org

Reference Documents

Below are links to all the documents referenced in the above program guidelines:

- [Green Infrastructure Partnership Opportunity Program Fillable Application](#)
- [District Purchasing Act](#)
- [MPLA and Labor Relations](#)
- [MWRD Affirmative Action Ordinance](#)
- [MWRD Veteran-Owned Business Enterprise Contracting Policy Requirements](#)
- [O&M Template – Bioswales & Rain Gardens](#)
- [O&M Template – Permeable Pavement](#)
- [MWRD Design Retention Capacity Calculator](#)
- [MWRD Watershed Management Ordinance](#)
 - [Quick References](#)

Metropolitan Water Reclamation
District of Greater Chicago

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100 East Erie Street
Chicago, IL 60611
(312) 751-5600



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EXHIBIT 4

THE
*Green
Neighbor*
GUIDE



**Metropolitan Water
Reclamation District
of Greater Chicago**



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Introduction

Water is one of the most valuable resources on our planet. We require clean and fresh water for drinking, cleaning, recreation and other activities. However, too much of it can become a nuisance when it causes flooding in waterways and urban areas, impacting our travel when roads are flooded and even damaging our homes and businesses.

The Metropolitan Water Reclamation District of Greater Chicago (MWRD) has a vision for “Recovering Resources, Transforming Water.” At the MWRD, we value the importance of water as a critical resource. We strive not only to protect the quality of water in our rivers and streams, but

also to find ways to “transform” water—reducing its potential damaging force and turning it into a benefit for our communities. To achieve this vision, we work with local municipalities, agencies and partners to implement flood control and green infrastructure projects.

Everyone, including you as a homeowner, can be a “Green Neighbor” and play an active role in transforming water. This guide provides you with step-by-step instructions on how to improve stormwater management on your property. In doing so, you can help protect our water environment, green up your neighborhood and reduce flooding in your community.

WHAT IS THE GREEN NEIGHBOR GUIDE?

While there are myriad ways to be a Green Neighbor—some actions can be as simple as not over-fertilizing your lawn and garden, washing and maintaining your vehicles properly, or planting a native tree—this guide focuses on stormwater management projects that you can build or install on your property.

In this guide, you will learn how to stop sending stormwater directly into the sewer by disconnecting the downspouts; how to install rain barrels or cisterns to capture stormwater for reuse; how to install dry wells and rain gardens to allow stormwater to filter into the ground; and how to replace asphalt and concrete surfaces with permeable paving to reduce stormwater runoff. These projects are sometimes referred to as Best Management Practices or Green Infrastructure. They are designed to manage stormwater by slowing it down, storing it and soaking it into the ground, rather than sending the stormwater straight into the sewer.



An illustration of how various stormwater management projects can be implemented at a typical single-family residence.



Rain Barrel

Disconnected Downspout

Rain Garden

Bioswale

Dry Well

Permeable Pavement

HOW TO SELECT YOUR STORMWATER MANAGEMENT PROJECTS

The stormwater management projects in this guide are specially selected for their relative ease of installation and lower level of maintenance. Depending on the size of your lot and available yard space, not all of these projects will be appropriate for installation on your property. Use the following table to help guide your project selection. These projects are not mutually exclusive; you can incorporate more than one element if sufficient space is available.

LOT SIZE

	Downspout Disconnection	Rain Barrels	Rain Gardens and Bioswales	Permeable Pavement	Dry Wells
Small Urban (1/8 acre or less)	●	●	●	●	●
Medium (1/8–1/2 acre)	●	●	●	●	●
Large (1/2 acre or larger)	●	●	●	●	●

LEGEND: ● Suitable ● Suitable if there is adequate non-paved area

In general, downspout disconnection is the easiest stormwater management project you can implement at your home. You may need to consider including additional elements to your stormwater project to manage the stormwater released by the disconnected downspouts. If your lawn has a low spot and the stormwater pools at that location, consider installing a rain garden and/or a bioswale (see Chapter 3). If stormwater must flow over a paved surface, consider replacing the pavement with permeable pavers (see Chapter 4). If you do not have enough space on your property, consider installing a drywell (see Chapter 5) which can collect stormwater and allow it to slowly drain into the soil. You can also capture water in a rain barrel (see Chapter 2) to water your landscape, returning the water to the ground and saving money on your water bill.

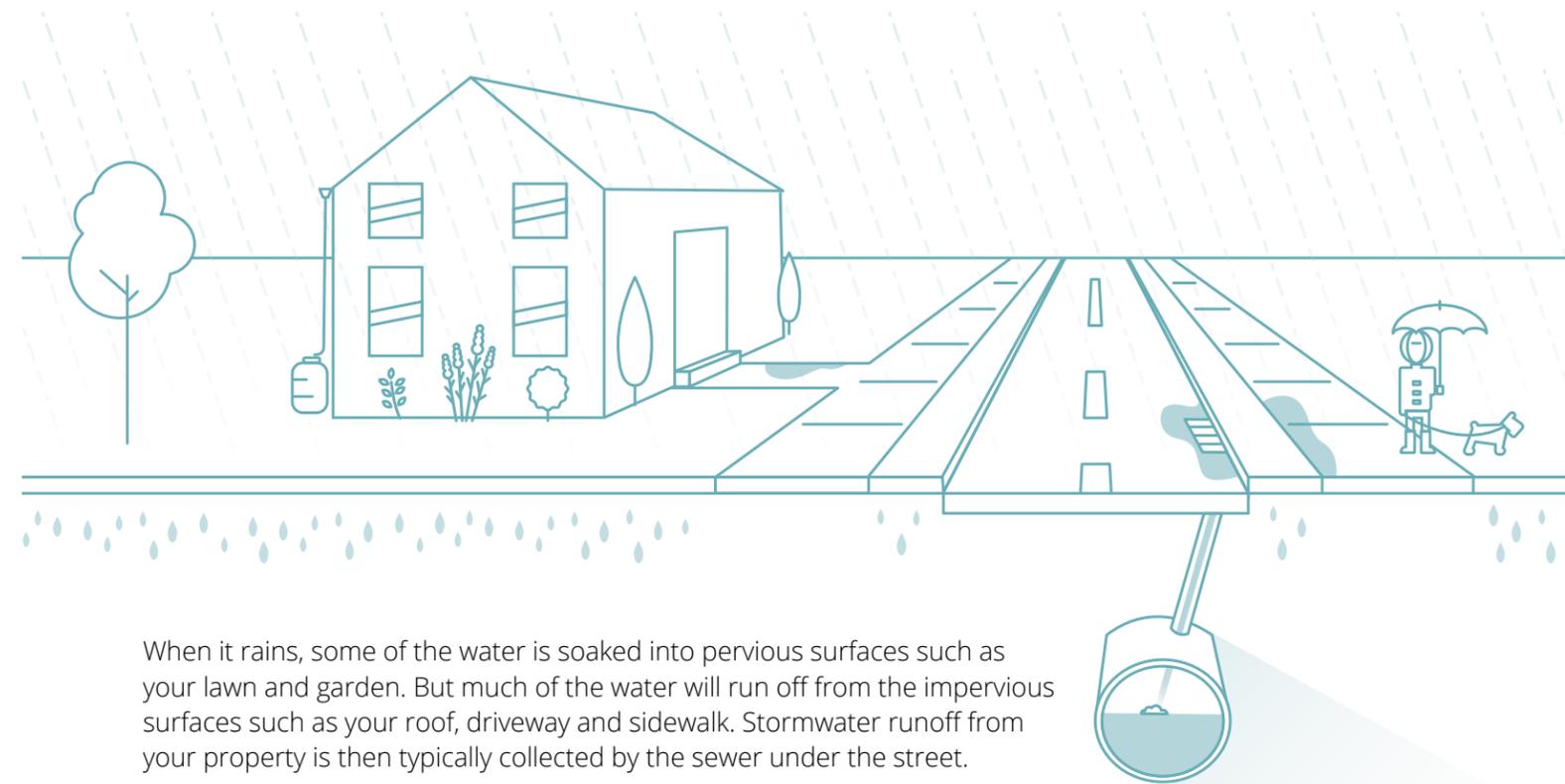
Difficulty of construction, cost, and maintenance requirements may also influence your project selection. In the following table, the quantity of a symbol is used as a measure of level of effort, cost, or time. The wheelbarrow symbol signifies the level of construction difficulty; the dollar sign indicates cost; and the clock symbol represents the amount of time required for long-term maintenance.

PROJECT COMPLEXITY

	Downspout Disconnection	Rain Barrels	Rain Gardens and Bioswales	Permeable Pavement	Dry Wells
Construction Difficulty	🛠️	🛠️	🛠️ 🛠️	🛠️ 🛠️ 🛠️	🛠️ 🛠️
Cost	💰	💰	💰 💰	💰 💰 💰	💰 💰
Maintenance Required	🕒	🕒	🕒 🕒 🕒	🕒 🕒	🕒

While many of these projects can be installed easily by an average homeowner, some projects involve more effort in design and construction. Hiring a professional for installation should be considered.

STORMWATER MANAGEMENT EXPLAINED



When it rains, some of the water is soaked into pervious surfaces such as your lawn and garden. But much of the water will run off from the impervious surfaces such as your roof, driveway and sidewalk. Stormwater runoff from your property is then typically collected by the sewer under the street.

Flooding can occur during and following heavy rainfall for a number of reasons:

- The sewer system may have reached its capacity.
- The surface drainage path may not be sufficiently designed to carry the stormwater flow.
- Lack of maintenance to the sewer and surface drainage system.

These all can be contributing factors to flooding. But the main culprit oftentimes is the lack of storage volume for stormwater—the excess rain simply has nowhere else to go. For many communities that were built prior to the 1980s, stormwater storage typically provided by detention ponds was often not part of the existing stormwater management system. Low-lying spots in your backyard and on the streets therefore become the effective storage areas.

Compounding the problem of insufficient storage is the fact that in some older neighborhoods, there are no separate sewers for stormwater. In this case, both stormwater and sewage are collected by the same sewer. These combined sewers were generally not designed to carry a large amount of stormwater. When the capacity of the combined system is reached, you might experience basement backups and flooding. The sewage combined with stormwater could also overflow into local streams and rivers, polluting our water environment. To prevent flooding, improve water quality and protect our ecosystems, the MWRD, municipalities and residents need to work together to responsibly manage stormwater in our communities.



CHAPTER 1

Downspout Disconnection

If your downspouts are connected to underground pipes that lead to the municipal sewer system, you can slow down the stormwater by disconnecting them and collecting the water in a rain barrel or cistern or simply letting it soak into the ground. This is especially important in older neighborhoods with combined sewers where sanitary sewage and stormwater drain into the same pipes. When it rains, stormwater from your roofs and gutters can overwhelm the sewer system and may lead to basement backups, flooding in your community and combined sewage overflowing into nearby rivers and lakes. Disconnecting the downspouts is one of the cheapest and easiest stormwater management projects you can implement at your home.



INSTALLATION INSTRUCTIONS

TOOLS & MATERIALS

You will need the following tools and materials:

- Hacksaw
- Drill
- Screwdriver
- Pliers
- Tape Measure
- Sheet Metal Screws
- Downspout Elbow
- Downspout Extension
- Standpipe Cap
- Splash Block



STEP 1 Select downspouts and locations to release stormwater

Picking the right location to redirect downspout water is important to protect the foundation of your house and prevent water from finding its way to your basement. You will want to make sure that:

- Water flows away from your house and all structures.
- A downspout can be extended at least 6 feet from your home to prevent foundation damage.
- Water will not flow into an area with a steep slope. Fast flowing water will cause erosion to a steep slope.
- A downspout does not release water directly onto sidewalks and pavement. Provide at least 6 feet of lawn or garden space for water to soak into the ground.
- Water is not released directly to your neighbor's property.

STEP 2 Measure the downspout

Measure your downspout 9 inches from the standpipe, the pipe that goes underground. Make a mark on your downspout.



STEP 3 Cut the downspout

Using the hacksaw, cut the downspout where you made your mark. Be careful to protect any siding while cutting the downspout.



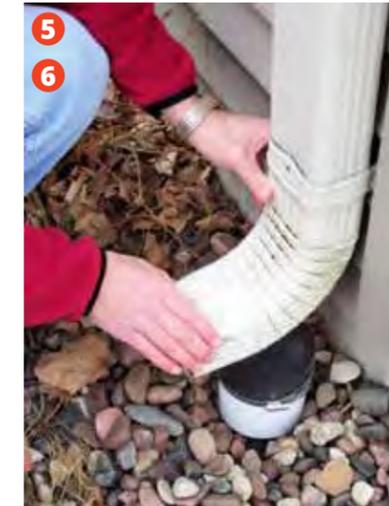
STEP 4 Cap the standpipe

Place a cap on the standpipe so water cannot continue to enter the sewer from this point.



STEP 5 Attach the downspout elbow

Using pliers to ensure a tight fit, attach the downspout elbow to the downspout section still attached to your house.



STEP 6 Secure the downspout elbow

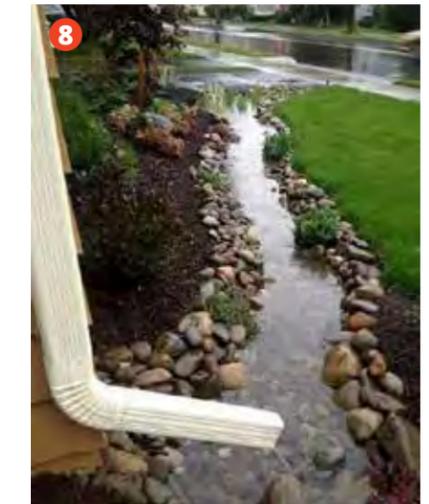
Using sheet metal screws and a drill, secure the elbow to the downspout.

STEP 7 Attach the downspout extension

Using sheet metal screws and a drill, secure the downspout extension to the elbow.

STEP 8 Prevent erosion

Place a splash block at the end of the extension to help prevent erosion and direct water. You may also choose to place decorative rock at this location as part of a rain garden or bioswale installation.





CHAPTER 2

Rain Barrels

Rain barrels typically consist of a water-tight container, a spigot and an overflow pipe to allow excess water to drain. They are usually placed beneath downspouts which are modified to direct stormwater into them. Water captured by a rain barrel is highly oxygenated and generally lacks chemicals found in treated tap water. It is ideal for gardens and ornamental plants, contributing to healthier root structures. By installing rain barrels, you can save thousands of gallons of water annually while reducing your utility bill and helping to decrease the amount of stormwater being sent to the sewer. The MWRD sells rain barrels and shares a video of a rain barrel installation on its website at mwrld.org/rain-barrels. If you would like to collect and store more water than a typical rain barrel allows, you can consider installing a cistern with larger capacity instead.

Water collected by a rain barrel should not be consumed but can be used to water plants and wash cars, bikes and tools. You can paint your rain barrel if you first gently buff the surface with sand paper and apply a primer formulated for plastics.



INSTALLATION INSTRUCTIONS

TOOLS & MATERIALS

In addition to the items included with your rain barrel, you will need the following tools and materials:

- | | | |
|---|--|--|
| <input type="checkbox"/> Hacksaw | <input type="checkbox"/> Sheet metal screws | <input type="checkbox"/> Hammer |
| <input type="checkbox"/> Marker | <input type="checkbox"/> Drill | <input type="checkbox"/> Concrete blocks or rain barrel stand* |
| <input type="checkbox"/> Straight-edge ruler or T-square | <input type="checkbox"/> Tin snips | <input type="checkbox"/> Pavers or pea gravel* |
| <input type="checkbox"/> Safety glasses and safety gloves | <input type="checkbox"/> Flat-head and Phillips screwdrivers | <input type="checkbox"/> Standpipe Cap |
| | <input type="checkbox"/> Level | <input type="checkbox"/> Splash Block |

*Optional, but recommended

STEP 1 Pick a location for your rain barrel

Determine which downspout is best suited for your rain barrel. When selecting a site, consider the following:

- Pick a site closest to the area(s) you want to water.
- Select a location where the rain barrel can be elevated so that you can fit a watering container underneath the spigot or attach a hose.
- Choose a site that is mostly flat to help in leveling the rain barrel (see Step 2).
- Do not choose a site that will impede doors, driveways, paths, or equipment such as air conditioning units.
- Make sure your site slopes away from the house so water will not seep into the house foundation.
- Avoid locations near ground-level basement windows or window wells.



STEP 2 Level the base

Create a flat, level surface on which to place the rain barrel. This can be done by installing a 3-inch thick layer of pea gravel or by placing a 3-foot-by-3-foot paving stone on a level surface.

Use a level to ensure the surface is fairly flat.



If using concrete blocks, a pea gravel base surface is recommended; if using a rain barrel stand, a paver base surface is recommended.

Place your rain barrel on the stand to elevate it enough so a watering can may be placed underneath, or a hose can be attached to the spigot.



STEP 3 Measure and mark the downspout

Assemble, if required, the rain barrel according to manufacturer's instructions.

Rainwater can be diverted from the downspout to the rain barrel using a flexible, extendable plastic elbow. (You can also reuse the existing rigid elbow at the bottom of the downspout.) To measure where the downspout needs to be cut, first place the barrel beside the downspout (and on the stand if you are using one). Using a straight edge or T-square, draw a line on the downspout at the same height as the top of the barrel. Draw another line at least 8 inches above the first line. The section of downspout between these two lines will be cut out in the next step.

Extend the flexible elbow and place one end at the upper line on the downspout and the other end at the top of the barrel. Check to make sure that there is adequate height for



the installation of the elbow and for the water to flow from the downspout to the barrel. Redraw the higher cut line if necessary.

Alternatively, you can choose to install a variety of downspout diverters available on the market. Some diverters allow you to reuse the existing lower portion of the downspout as an overflow; some have added screen to filter out debris; and some have a damper to turn on/off flow diversion. For the installation of a diverter, follow manufacturer's instructions specific to the diverter you purchased.

STEP 4 Cut the downspout

Using a hacksaw, cut and discard the section of downspout between the two marked lines. Place cardboard behind the downspout while cutting to protect the exterior wall of your house.

STEP 5 Attach the flexible elbow to the downspout

Attach and secure the flexible elbow to the top portion of the remaining downspout with sheet metal screws and a drill. You may need to add an additional aluminum strap to secure the downspout to the exterior wall. You can remove and discard the lower portion of the downspout. Alternatively, if the downspout is already disconnected from the sewer and you are not too concerned about the aesthetics, you can leave it in place. When you put the rain barrel away for the winter, you can reconnect the top and bottom portions of the downspout with the flexible elbow (See Step 8).

STEP 6 Attach the lid and place rain barrel

Place the mosquito-proof screen-lid on the rain barrel and tighten using the provided hardware. Place the stand or concrete blocks (if used) and place the rain barrel on top of the stand.

ANATOMY OF A RAIN BARREL

Adjust the flexible elbow so that its end is pointing toward the screened inlet at the top of the barrel. Place the end of the overflow hose away from the foundation of your house.

**STEP 7
Finished!**

Congratulations! You have now installed your rain barrel. You will be collecting a lot of water from your roof. A common wet weather event will likely fill or overflow an empty rain barrel. Therefore, it is critical to empty your rain barrel to restore its capacity prior to a rain event. This alleviates any potential basement seepage issues or foundation damage caused by the overflow of excess water.

You may also consider connecting your rain barrel to a series of rain barrels or installing a larger cistern, so you can capture more rain water for reuse.

**STEP 8
Maintenance**

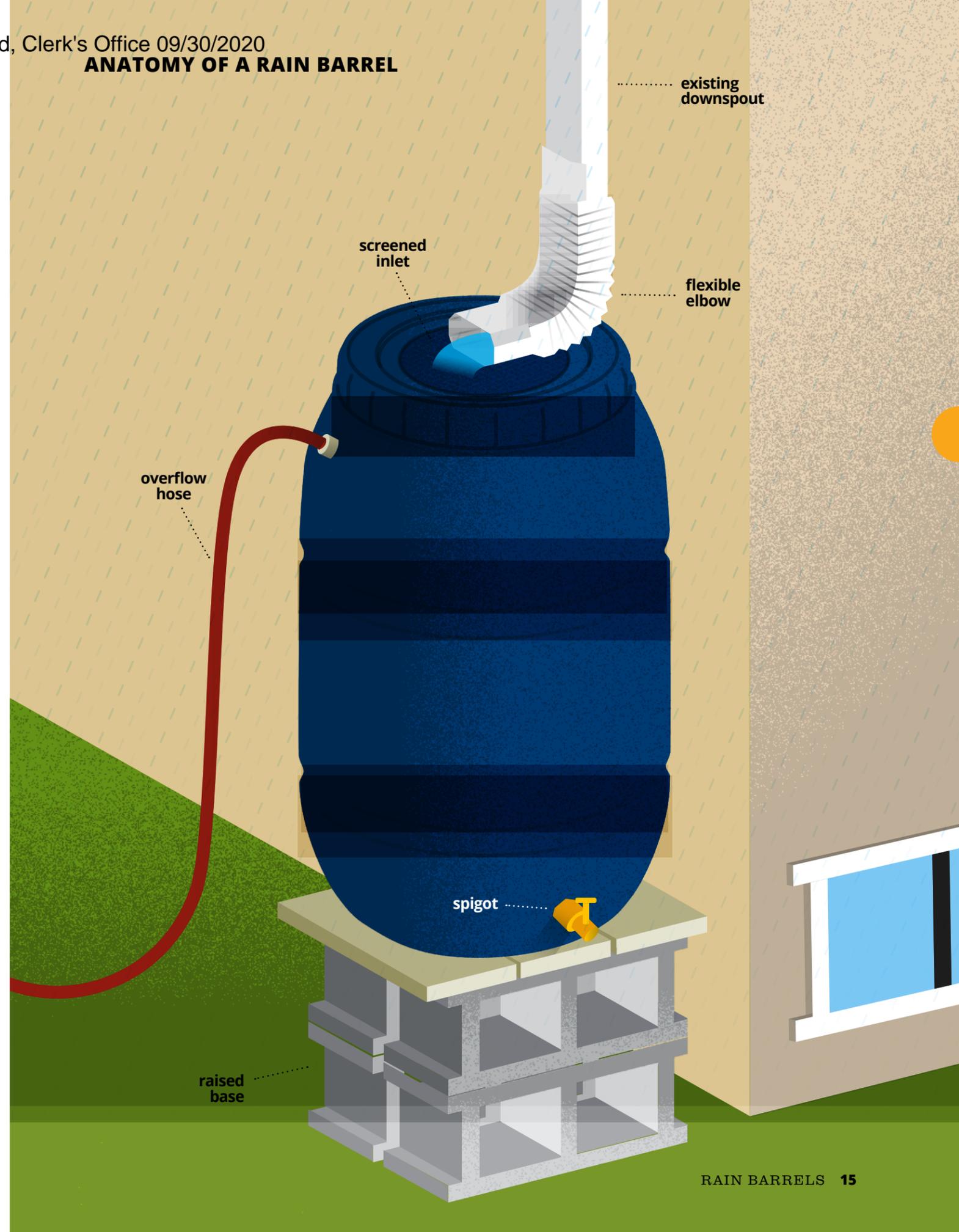
Leaves and debris collected by the gutter and downspout will clog the screened inlet over time. If the inlet is clogged, water will overflow and may cause basement seepage or lead to foundation damage. Erosion (washout) of soil around the barrel is often indicative of an overflowed barrel. Check the screened inlet monthly and keep it free of debris.

You will need to store the rain barrel over the winter. Freezing water will expand and damage the barrel. Follow these steps for the winterization of your rain barrel system:

- Drain the water from your rain barrel by opening the spigot. A full barrel is much too heavy to move – do not attempt! Allow the water to drain from the barrel; you



- may need to tip the barrel some to allow more water out of the spigot before moving it.
- Connect a temporary extension to the downspout that feeds the rain barrel. Position the extension to direct rainwater away from the house. If you have left the lower portion of the downspout intact during installation, reconnect to it with the flexible elbow.
- Flip the barrel over to drain any remaining stagnant water and decaying material, e.g. leaves, dirt, etc.
- Rinse out the inside of the barrel and remove any sediment by rinsing with a hose or light pressure washer.
- Clean the inside of the barrel with a hard-bristled brush and a mixture of water and a few drops of mild dishwashing detergent.
- Let the rain barrel dry.
- Inspect the rain barrel for any cracks or holes. Patch any damage using an adhesive drywall patch and waterproofing sealant.
- Store the rain barrel in a dry location while temperatures are at or below freezing.





CHAPTER 3

Rain Gardens and Bioswales

Rain gardens are vegetated depressions (small basins) that capture stormwater, allowing it to soak into the ground. They can typically be placed at a low point in your yard. Stormwater can be conveyed to a rain garden from downspouts or paved areas via pipes or vegetated swales (bioswales). Bioswales are trenches lined with vegetation that direct water to a different location, treating the water along the way. Rain gardens are typically designed to drain ponding water within 24 hours and are often planted with native vegetation that can survive inundation for that length of time.

Rain gardens remove pollutants as water filters through the soil to replenish the groundwater. The native plants in them attract beneficial insects and pollinators and provide beautiful flower displays throughout the growing season.



INSTALLATION INSTRUCTIONS

TOOLS & MATERIALS

You'll need the following tools and materials:

- | | | |
|--|--|---|
| <input type="checkbox"/> String level and stakes | <input type="checkbox"/> Rototiller (<i>optional</i>) | <input type="checkbox"/> Garden trowel for planting |
| <input type="checkbox"/> Shovel | <input type="checkbox"/> Wheelbarrow for moving soil and mulch | <input type="checkbox"/> Pitchfork for mulching |
| <input type="checkbox"/> Hard rake | | <input type="checkbox"/> Scoop shovel for mulching |

STEP 1 Pick a location for your rain garden

When selecting a site for your rain garden or bioswale, use the following considerations:

- Choose a site at least 10 feet away from your house, garage, and outbuildings, and at least 5 feet from your property line.
- Choose a full or partly sunny site on a relatively level area that is downhill from the water source.
- Avoid septic fields, wells, buried utility lines or areas under large trees.
- Make sure water can get to a storm drain if the rain garden overflows.



STEP 2 Test the soil

A rain garden needs to absorb stormwater within 48 hours or plants will not survive and mosquitoes may breed. A simple way to test the infiltration rate of your soil is to dig an 18-inch deep hole and fill it with water.

The soil is good for a rain garden if the water disappears within 48 hours. If the soil is dry and water disappears rapidly, fill the hole with water 3 times in succession and use the third fill as the test.



STEP 3 Size your rain garden

Consider the following when determining how large your rain garden will be:

- Generally, a rain garden should be about one-third the size of a contributing impervious surface such as a roof. Calculate how much roof area drains to each downspout feeding your rain garden and divide this area by 3 to determine the area of your rain garden.
- A rain garden that is between 100 and 300 square feet will be large enough to allow for plant variety, but small enough to be affordable and easy to build. A smaller rain

garden will work if you have limited space because the overflow will lead to a storm drain (see Step 1). Larger sizes will work too.

- Depths between 4 and 8 inches can hold enough water without being impractically deep.
- Rain gardens on poorly drained soils will have to be shallower and occupy larger areas. On well-drained sandy soil your rain garden can be deeper and cover less area.
- The shape of your rain garden is up to you. Have fun and be creative!

STEP 4 Excavate your rain garden

The bottom of your rain garden should be level and the downhill edge should be at your desired depth when excavation is complete. On sloping sites this means the uphill edge will be deeper than your desired depth. Follow these steps:



- Start excavating at the uphill edge and dig to the desired depth, placing excavated soil around the downhill perimeter of the rain garden.
- When the entire rain garden surface is level, the downhill mound should be 25 percent higher than the desired depth. This will allow for soil settling.
- If the downhill mound is lower, excavate more of the rain garden bottom until the mound is the desired height. Remember to excavate a little soil from the entire bottom to keep it level.
- If the downhill mound is higher, spread some of it evenly over the bottom of the rain garden until the mound is at the desired height.
- Gently slope the edges of your rain garden to blend in with the surrounding surface.

STEP 5 Plant your rain garden

It is easy to find a list of rain garden plants on the internet. The Illinois Department of Natural Resources maintains a list at www.dnr.illinois.gov/education/Pages/PlantListRainGarden.aspx.

Many of these lists include native plants that are well adapted to local conditions and support pollinators. This guide also provides native plant lists that are tailored to Cook County and the surrounding areas. The native plants on these lists do not grow very tall and should perform well in rain gardens.

Buying native plants for your rain garden can be more challenging than simply going to a nursery or home improvement store. Many native plants must be purchased at specialty nurseries or annual sales hosted by conservation groups and government agencies such



as the Illinois Department of Natural Resources or local Soil and Water Conservation Districts. The University of Illinois maintains a list of native plant vendors at guides.library.illinois.edu/c.php?g=347854&p=2345331. The US Environmental Protection Agency lists native

plant vendors at archive.epa.gov/greenacres/web/pdf/il-resor.pdf. A simple internet search using terms like "rain garden plant vendor" and "native plant vendor Chicago" can yield additional sources.

**STEP 6
Mulching your rain garden**

Apply a 2-inch layer of mulch around your plants. Undyed shredded hardwood mulch, bark and leaf compost or MWRD's EQ Compost are good choices. These types of mulch break down and help soil structure over time.

Decorative stone mulch is another option although it does not help soil structure. Pine bark chips are not as good because they float. Do not fertilize your new rain garden. Native plants do not need fertilizer and it will promote weed growth.

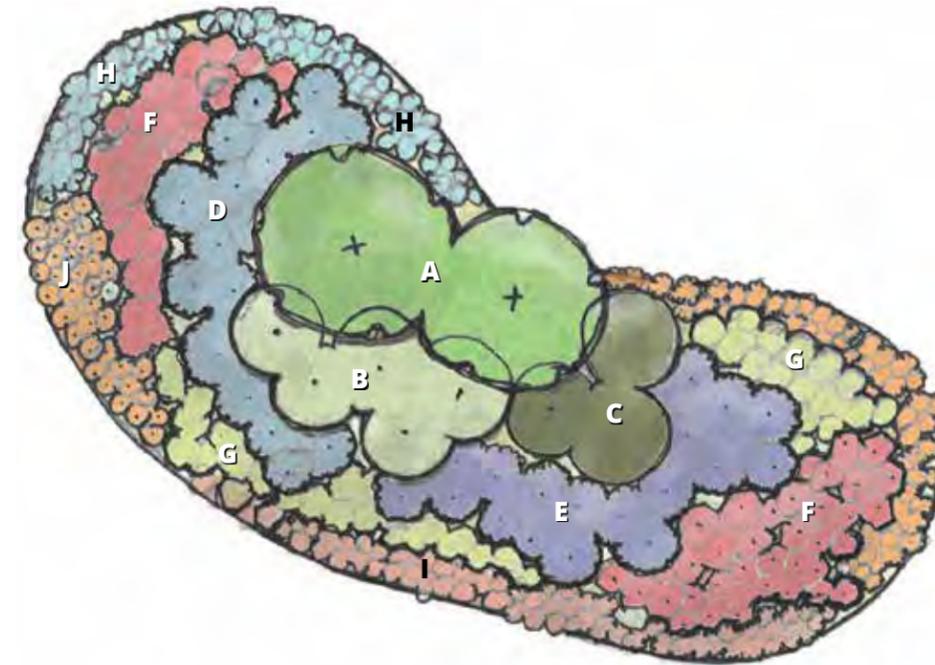


**STEP 7
Maintain your rain garden**

New plants need about an inch of water each week. Water your new rain garden plants through the first two growing seasons during weeks when rainfall is less than one inch. The easiest way to do this is by placing a container in the garden and watering with a sprinkler. Water level in the container will tell you how much you have watered.

Weeds can be pulled easily when the ground is moist and the weeds are small. A trowel or dandelion tool are helpful when weeds are larger. Be sure to replace mulch once a year when you are done weeding. Use the "Common Species of Concern in Illinois" table on page 24 to identify common weeds in your rain garden. For more information, review the Illinois Invasive Species of Concern: www.invasive.org/illinois/SpeciesofConcern.html.

The example planting plans below show arrangements for a large rain garden site in a sunny location and a small rain garden site in a shady location. Plants should be laid out so taller plants are placed in the center of the rain garden, with shorter plants descending in height toward the edges of the rain garden. This "layering" effect provides maximum visual appeal when all the plants mature.



LARGE SITE

- A** *Eutrochium dubium*
'Little Joe' Joe Pye Weed
- B** *Vernonia fasciculata*
Common Ironweed
- C** *Baptisia sphaerocarpa*
Yellow Wild Indigo
- D** *Liatris spicata*
Blazing Star 'Kobold'
- E** *Iris versicolor*
Blue Flag Iris
- F** *Packera aurea*
Golden Ragwort
- G** *Zizia aurea*
Golden Alexander
- H** *Tradescantia*
Snowcap Spiderwort
- I** *Amsonia 'Blue Ice'*
Blue Ice
- J** *Monarda bradburiana*
Eastern Beebalm

PLANTING PLANS

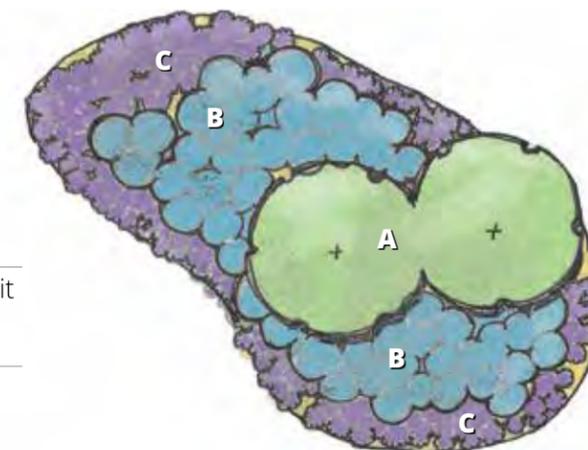
The sample planting plans demonstrate two possible rain garden planting approaches based on the plant lists and tips above. While they may not be the exact size and shape of your rain garden, they should give you an idea of how these plants can be arranged.

Keep these tips in mind when planning and planting your rain garden:

- Plant plants (plugs), not seed, in a rain garden.
- Place taller plants such as Joe Pye Weed, Ironweed, and Hydrangea in the center or at the back of the rain garden. Space large perennials two to three feet apart and shrubs at least half their mature diameter apart.
- Place the shortest plants such as Amsonia, Wild Ginger, and Ice Dance Sedge at the front or around the perimeter of the rain garden. Space these about one foot apart.
- Arrange your rain garden plants in large masses. It is more efficient for pollinators to gather nectar and it will make it easier for you to identify weeds within a large mass of identical plants. Try using three species in small rain gardens under 200 square feet and four to six species in medium rain gardens up to 600 square feet. Larger rain gardens can have more species, just plant them in large masses.
- If you do not have a lot of experience with native plants, using a limited number of species you can recognize will make it easier to identify weeds. Do not be afraid to use one species such as Blue Flag Iris in a small rain garden. The blade-like leaves are unique and will make weed identification very easy.
- Some native plants will behave in unexpected ways if their growing conditions are not ideal. The plants listed in this guide should be more tolerant to varying conditions.

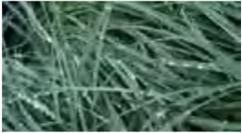
SMALL SITE

- A** *Hydrangea arborescens*
'NCHA1' Invincibelle spirit
- B** *Polygonatum biflorum*
Solomon's Seal
- C** *Asarum canadense*
Wild Ginger



The following tables list native plants that stay relatively low and should perform well in rain gardens in this area.

PLANT LIST FOR PART TO FULL SHADE

	Spring	In Bloom	Fall
<i>Asarum canadense</i> Wild Ginger Bloom Time: April-May Height: 0.5'-1.0'			
<i>Chrysogonum virginianum var. australe</i> Golden Star Bloom Time: May-October Height: 0.5'-1.0'			
<i>Carex 'Ice Dance'</i> Ice Dance Sedge Bloom Time: April-July Height: .8'-1.0'			
<i>Carex flacca 'Blue Zinger'</i> Blue Sedge Bloom Time: July-August Height: 1.0'-1.5'			
<i>Iodanthus pinnatifidus</i> Purple Rocket Bloom Time: May-June Height: 1.0'-3.0'			
<i>Chelone glabra</i> White Turtlehead Bloom Time: August-October Height: 2.0'-3.0'			
<i>Osmunda regalis</i> Royal Fern Bloom Time: n/a Height: 2.0'-3.0'			
<i>Polygonatum biflorum</i> Solomon's Seal Bloom Time: May-June Height: 3.0'-4.0'			
<i>Hydrangea arborescens 'NCHA1'</i> Invincibelle Spirit Hydrangea Bloom Time: June-September Height: 3.0'-4.0'			

The MWRD offers EQ compost. Learn more by visiting www.mwrdd.org.

PLANT LIST FOR FULL SUN

	Spring	In Bloom	Fall
<i>Packera aurea</i> Golden Ragwort Bloom Time: April Height: 0.5'-2.5'			
<i>Amsonia 'Blue Ice'</i> Blue Ice Bloom Time: May Height: 1.0'-2.0'			PHOTO NOT AVAILABLE
<i>Monarda bradburiana</i> Eastern Beebalm Bloom Time: May Height: 1.0'-2.0'			
<i>Tradescantia</i> Snowcap Spiderwort Bloom Time: May-July Height: 1.0'-2.0'			
<i>Liatris spicata</i> Blazing Star 'Kobold' Bloom Time: July-August Height: 1.5'-2.5'			
<i>Zizia aurea</i> Golden Alexander Bloom Time: May-July Height: 1.5'-2.5'			PHOTO NOT AVAILABLE
<i>Iris versicolor</i> Blue Flag Iris Bloom Time: May-June Height: 2.0'-2.5'			
<i>Baptisia sphaerocarpa</i> Yellow Wild Indigo Bloom Time: May-June Height: 2.0'-3.0'			
<i>Panicum virgatum</i> Cheyenne Sky Switch Grass Bloom Time: July-February Height: 2.0'-3.0'			
<i>Vernonia fasciculata</i> Common Ironweed Bloom Time: July-September Height: 2.0'-4.0'			PHOTO NOT AVAILABLE
<i>Eutrochium dubium</i> Joe Pye Weed Bloom Time: July-September Height: 3.0'-4.0'			

COMMON SPECIES OF CONCERN IN ILLINOIS



Tree of Heaven



Mimosa



Autumn Olive



Japanese Barberry



Honeysuckle



Callery Pear



European Buckthorn



Black Locust



Multiflora Rose



Burning Bush



Garlic Mustard



Canada Thistle



Common Teasel



Japanese Knotweed



Crownvetch



Phragmites



Johnsongrass



Japanese Hop



Kudzu



Winter Creeper

FOR MORE INFORMATION, REVIEW THE ILLINOIS INVASIVE SPECIES OF CONCERN:
www.invasive.org/illinois/SpeciesofConcern.html





CHAPTER 4

Permeable Pavement

Permeable paving consists of a porous surface over an open-graded aggregate base or a stone reservoir (see Types of Permeable Pavements). Pervious concrete, porous asphalt and permeable unit pavers are all forms of permeable paving. They are excellent options for residential and public paving, from patios and plazas to driveways and light-use traffic zones.

Unlike traditional paving that sheds stormwater and often directs it into sewers, permeable paving allows stormwater to drain through and absorb into the ground. Ice is less likely to build up on this paving in winter as puddles will not form unless the pavers are clogged due to lack of maintenance.

Design and construction of permeable pavement can be more involved depending on the size and complexity of the installation. Hiring a professional for design and installation is recommended.



INSTALLATION INSTRUCTIONS

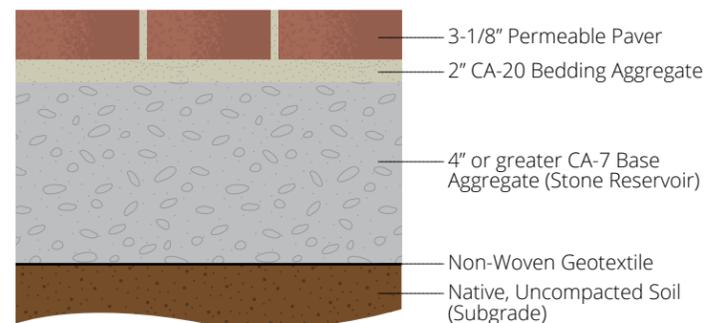
TOOLS & MATERIALS

You will need the following tools and materials at a minimum:

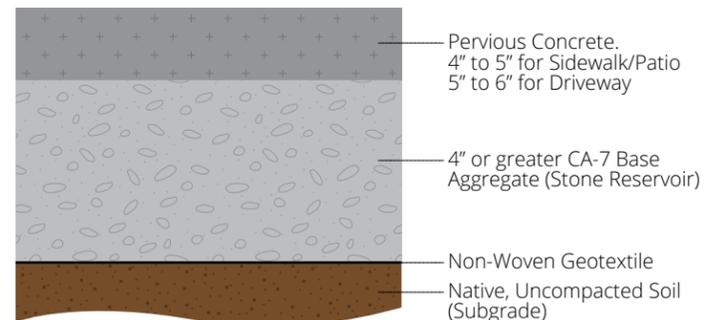
- Shovels
- Metal rakes
- Brooms
- Leveling markers (wooden stakes, string, and level)
- Straight edge and t-square
- Tape measure
- Vibratory plate compactor
- Vibratory screed
- Roller screed
- Concrete groover
- Asphalt roller
- Silt fence
- 8 oz. non-woven geotextile fabric
- Material mobilization equipment (skid-steer and wheelbarrow)
- Pavement base aggregate (CA-7)
- Pavement bedding aggregate (CA-20) for porous asphalt and permeable pavers only
- Pavement material (pervious concrete, porous asphalt, or permeable pavers)
- Edging material (metal, plastic, or timber per design)
- Grass seed and/or sod
- Garden hose

TYPES OF PERMEABLE PAVEMENTS

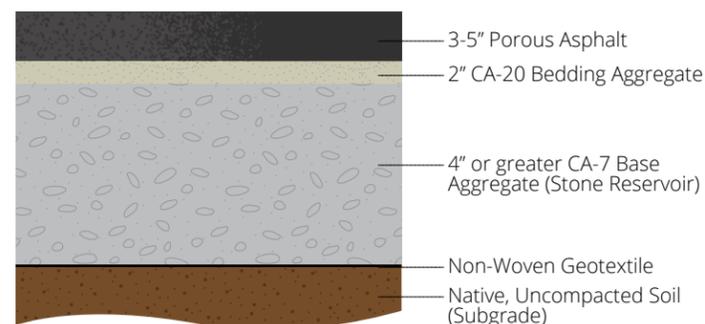
PERMEABLE PAVERS



PERVIOUS CONCRETE



POROUS ASPHALT



STEP 1 Before you begin

Test for the infiltration rate of your soil by digging an 18-inch deep hole and filling it with water. The site is appropriate for permeable pavement installation if the water disappears within 48 hours. If the soil is dry and water disappears rapidly, fill the hole with water 3 times in succession and use the third fill as the test.

Before finalizing your project design, contact JULIE (illinois1call.com or call 811) to have utilities marked on your property. Ensure these utility lines will not interfere with your proposed project. You also need to contact your local municipality and determine if a permit is required for your pavement project.

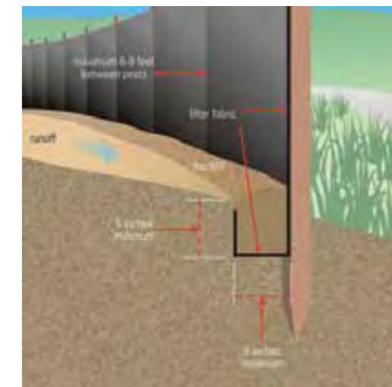


STEP 2 Stabilize your project area

Identify your project area by marking the extents of the permeable pavement to be installed. Allow for additional working space beyond pavement area as the construction zone.



Prevention of sediment from washing into the construction zone is vital to the success of the final system. Install silt fence (or straw wattles) around this area, ensuring the bottom of the fence is tucked under adjacent soils, facing outward.



Stabilize adjacent slopes with silt fence, vegetation, and/or erosion control blankets. Do not begin construction until the entire project site is protected from adjacent sites.

STEP 3 Planning for construction

Never install permeable pavements in rain or snow, or when the ground is frozen. Plan to start and complete your project between rain events.

Coordinate the delivery of necessary materials as close to construction time as possible. Washed stone material contaminated with sediments or debris cannot be used.

Coordinate where and how these materials will be stored as they are installed. Lastly, coordinate where excavated material will be stored and how it will be disposed.

Ensure this material will not wash back into the construction zone.

STEP 4 Preventing soil compaction

Limit or minimize the use of heavy equipment in the area planned for permeable pavement. Soil compaction will limit or prevent stormwater absorption. If heavy machinery



is necessary for excavation or installation, machinery should be positioned outside the construction zone.

STEP 5 Excavation

The depth of excavation is determined by the total thickness of the permeable pavement. Depending on the type of paving, soil type and application, the required thickness of the permeable paving and the underlying aggregate layers can vary (see Types of Permeable Pavements). It is important to consult with a professional for the design of your permeable pavement. Generally, permeable pavement has a thickness of at least 8 inches. It is important to consult with a professional for the design of your permeable pavement.

STEP 6 Assessing subgrade

The subgrade (native, uncompacted soil present after excavation) should be sturdy enough to support the intended use of the permeable pavement. Never compact the subgrade unless a certified professional has verified it should be and to what extent.



STEP 7
Material installation:
Filter fabric

Begin installation by laying 8-ounce non-woven geotextile filter fabric over the subgrade. The fabric should extend beyond the excavated zone in each direction by roughly 4 feet. It can be trimmed later. Overlap fabric edges a minimum of 2 feet to cover the entire excavated zone. Be sure a filter fabric is used, and not an impermeable membrane.



STEP 8
Material installation: Base
course material

Base course material for permeable pavements consists of washed stone aggregate. This stone reservoir serves as a temporary storage for rainwater. For pervious concrete, porous asphalt and permeable pavers, washed CA 7 or ASTM #57 stone should be used. The stone should also be open graded, meaning it has limited variety in particle size.

Take care in the placement of the stone not to dump heavy loads in concentrated or consistent locations, which may create depressions in the subgrade or alter geotextile filter fabric placement.

Spread the stone to a uniform depth called for by your design (see Types of Permeable Pavements) but no more than a maximum depth of 6 inches. Use a vibratory plate compactor to compact the stone. If the base thickness, per design, is more than 6 inches, add another layer of stone until the desired depth and compact. Each additional layer should not be more than 6 inches deep. If at any time throughout construction sediment or debris is introduced into the washed stone, it should be removed immediately and entirely.



STEP 9
Material installation:
Bedding course material

Pervious concrete does not necessitate a bedding course material layer; however, porous asphalt and permeable pavers do. This layer consists of open-graded washed CA 20 or ASTM #8 stone applied 2 inches thick.

Do not dump this material onto the base course, instead spread it carefully with shovels and rakes to achieve a uniform layer with a level surface.

Any bedding course material contaminated with sediment must be removed and replaced with clean material. For permeable pavers, install edge restraints where the pavers should terminate.

STEP 10
Material installation:
Surface material

Manufacturer and national standards should be consulted in the installation of pervious pavement surface materials. American Concrete Institute specifications should be reviewed for *pervious concrete*. In general, the steps are as follows:

1. Lightly water the washed stone base with a garden hose.



2. Pour the pervious concrete mix 4 inches thick using wooden forms to contain the material.
3. Use a vibratory screed to smooth the top surface of the concrete in a uniform layer.
4. A roller screed may be necessary for compaction and for a uniform surface.
5. Cut in control joints with roughly 20 feet spacing using a concrete groover.
6. Cover the concrete with a plastic tarp for one week and do not allow any traffic over the surface.

National Asphalt Pavement Association standards should be reviewed for *porous asphalt*. In general, the steps are as follows:

1. Ensure asphalt is heated to manufacturers' specified temperature prior to pour.
2. Pour and spread the porous asphalt for a 4-inch thick surface.
3. Compact the asphalt using a roller.



Interlocking Concrete Pavement Institute specifications should be reviewed for *permeable pavers*. In general, the steps are as follows:

1. Carefully wet the bedding course with a garden hose ensuring the layer surface remains even and level.
2. Place pavers by hand or with mechanical equipment. Cut pavers at edges to fit if necessary.
3. Fill the paver joints with washed CA 20 or ASTM #8 aggregate or per manufacturers specifications. Use a broom to sweep the material into the voids.
4. Run a plate compactor over the paver surface to set the pavers.
5. Sweep off any remaining aggregate material.
6. Inspect entire surface for uniformity. Should dips be present, take up stones, lightly fill with aggregate, replace paver and joint aggregate, and re-compact.

STEP 11
Cleanup

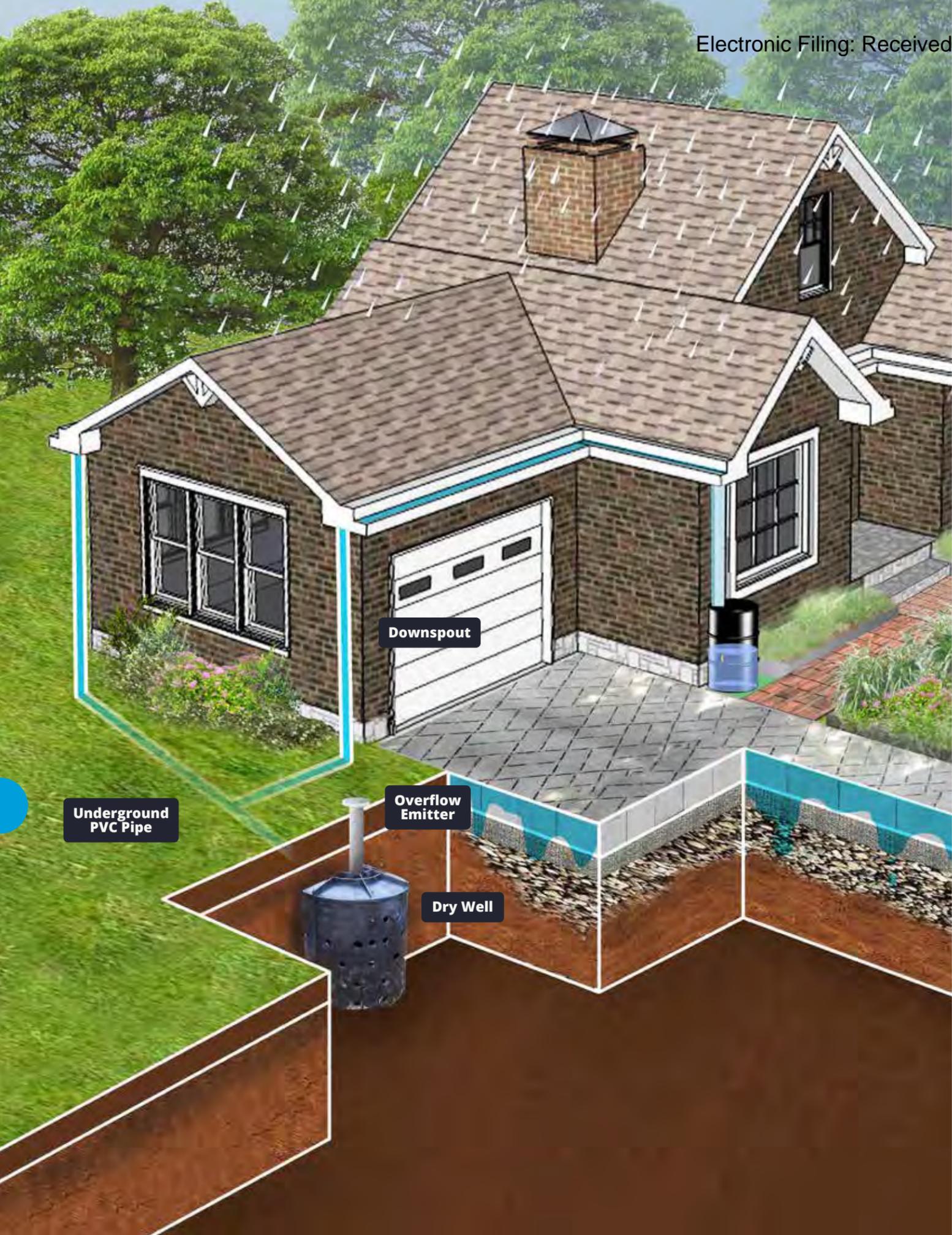
Remove and discard all of the excavated and excess material. Re-seed or re-sod turf areas that may have been damaged by construction equipment or materials.

STEP 12
Maintenance

Permeable pavement requires minimal maintenance if installed properly. For pervious concrete and porous asphalt, vacuum sweeping may be necessary if water puddles are observed following a rainstorm, indicating that infiltration has slowed down.

Never blow or sweep grass clippings or soil over pervious concrete or porous asphalt as they may clog the pores. For permeable pavers, should infiltration decrease, remove pavers in clogged areas, remove sediment or debris and replace paver and joint material.

Weed suppression may also be necessary within permeable paver joints. Hand removal of weeds is preferred over spraying with herbicide.



CHAPTER 5 Dry Wells

A dry well is a buried container with small holes or openings on the sides and bottom. It can be installed on a low spot on your property. It collects the stormwater, provides for some underground storage and allows stormwater to slowly absorb into the soil. It can also receive water directed to it from a bioswale or a pipe connected from your downspouts. Dry wells are often used where limited space is available and where water must not pond on the surface. Hiring a professional for design and installation is recommended.



INSTALLATION INSTRUCTIONS

TOOLS & MATERIALS

- | | | |
|--|---|---|
| <input type="checkbox"/> Long-handled shovel | <input type="checkbox"/> Downspout adapter* | <input type="checkbox"/> Wheelbarrow |
| <input type="checkbox"/> Tarp | <input type="checkbox"/> PVC cement* | <input type="checkbox"/> Level |
| <input type="checkbox"/> Landscape fabric | <input type="checkbox"/> Dry well with cap | <input type="checkbox"/> Measuring tape |
| <input type="checkbox"/> 4-inch diameter schedule 40 PVC pipe* | <input type="checkbox"/> Pop up drainage emitter | <input type="checkbox"/> Hammer |
| <input type="checkbox"/> PVC elbow* | <input type="checkbox"/> Spray paint | <input type="checkbox"/> Reciprocating saw or drill with non-arbores hole saw |
| | <input type="checkbox"/> Clean, crushed 0.75 inch stone | |

* Not needed if not hooking up to a downspout

STEP 1 Pick the location and test the soil

A dry well should be located at least 10 feet from your home's foundation and 3 feet from any property line. Test for the infiltration rate of the soil by digging an 18-inch deep hole and filling it with water.

The soil is appropriate for dry well installation if the water disappears within 48 hours. If the soil is dry and water disappears rapidly, fill the hole with water 3 times in succession and use the third fill as the test.

STEP 2 Dig the hole and trench

Using the spray paint, paint a line coming from your downspout to the location of the dry well and around the dry well at least 4 feet in diameter. With a long-handled shovel, dig a hole for the dry well 4 feet deep and 4 feet in diameter. Then, dig a trench 1 foot deep and 6 inches wide that slopes gradually toward the hole. Shovel the soil from digging onto a tarp for easier cleanup. Save the sod to patch over the hole.



STEP 3 Line the hole

Line the hole with landscape fabric cut from a 6-foot wide roll. The fabric prevents soil from clogging the stones around the dry well. Leave enough fabric outside the hole so you can cover the stones once the dry well is installed.

STEP 4 Set up the pipe

Measure the length of pipe needed to reach from the end of the downspout, if connecting a downspout, to about 14 to 16 inches into the dry well hole. Remove the existing elbow from the bottom of your downspout. Then dry-fit the PVC elbow and downspout adaptor to the 4-inch diameter pipe. Once you have a good fit, glue the pieces together with PVC cement.

STEP 5 Check the pitch

The pipe in the trench should slope toward the dry well 0.25-inch per foot of run. A 2-foot level will show a 0.5-inch gap under one end when held level. Adjust the pitch of the pipe by adding or removing soil underneath the pipe.



STEP 6 Attach the downspout

Attach the adaptor to the downspout using stainless steel sheet metal screws and backfill around the pipe with dirt. Trim the opposite end of the pipe if it's too long.



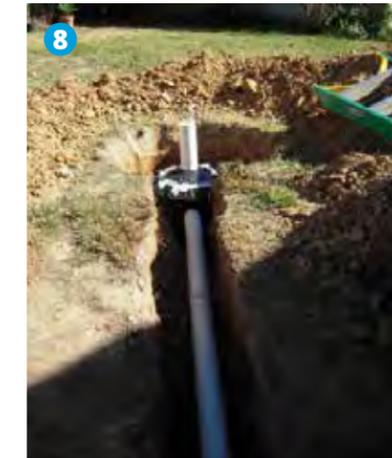
STEP 7 Install the dry well

Assemble the dry well and use the hammer to knock out all the 1.5-inch diameter drainage holes and one of the 4.5-inch ports. Shovel a 6-inch layer of crushed stone into the hole. Set the dry well on top of the stone. Slide the 4.5-inch port over the PVC pipe. Center the dry well and fill with stone around the well until you reach its top edge.



STEP 8 Fit the Overflow Emitter

Using the reciprocating saw or drill with 4-inch non-arbores hole saw, cut a 4-inch hole in the dry well's lid. Put the lid on the well. Take a length of 4-inch pipe and glue the overflow emitter to one end. This will allow excess stormwater to escape out of the dry well. Trim the other end of the pipe so the top of the emitter is at ground level when the pipe is glued to the dry well lid. Cover the dry well with landscape fabric and place soil and sod back on top of the fabric.



STEP 9 Maintenance

If dry wells are installed properly within sites appropriate for their use, they require minimal maintenance throughout their lifespan. Clogging within the system is one of the most common causes of failure. Continual preventative maintenance will help to ensure that the dry well operates at peak performance. Gutters connected to the dry well should be cleaned regularly or gutter guards should be installed to prevent debris and sediment from entering the system.



GLOSSARY

Aggregate: Coarse to medium grained material used in construction, including sand, gravel, crushed stone, slag and recycled concrete. "Open-graded" describes an aggregate mixture that is designed to be water permeable.

Concrete Groover: A tool, usually made of bronze or stainless steel plate, that has a V-shaped bit underneath that cuts the groove.

Cistern: A tank for storing water, usually underground.

Depression: A sunken or hollow place in the soil.

Excavate: To extract material from the ground by digging.

Inundation: Flooding.

Outbuilding: A building, such as a shed, barn, or garage, on the same property but separate from a more important one, such as a house.

Pervious Concrete: A special type of porous concrete used for concrete flat work applications that allows water to pass directly through, thereby reducing runoff.

Plugs: Seedlings which have been germinated and grown in trays of small cells, to be transplanted into larger pots or outside in the ground.

Pollinators: Animals that cause plants to make fruit or seeds by moving pollen, which fertilizes plants and allows them to reproduce. Pollinators that can be found in Illinois include hummingbirds, butterflies, moths, bees, flies and beetles.

Porous: Having small spaces or holes through which liquid or air may pass.

Reciprocating Saw: A type of machine-powered saw in which the cutting action is achieved through a push-and-pull motion of the blade.

Roller Screed: A large roller that will flatten and smooth poured concrete or angled slabs.

Rototiller: A machine that uses rotary motion of disks or teeth to turn up the ground and cultivate the land.

Sediment: Matter, such as soil, that is carried by water or wind and settled on the surface of land or the bottom of a body of water.

Septic Field: Area where wastewater is discharged from a septic tank for further treatment and dispersal in the soil via underground piping.

Silt Fence: A temporary sediment control device used on construction sites to protect water quality in nearby streams, rivers and lakes from sediment and stormwater runoff. Also known as a "filter fence."

Stormwater Best Management Practice (BMP)/Green

Infrastructure: Technique, measure or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in the most cost-effective manner.

Sump Box: A container installed in the ground that receives stormwater via piping or a grated cover; also known as a catch basin.

Trowel: A small handheld tool with a curved scoop for lifting plants or earth.

Vibratory Plate Compactor: An engine-powered, walk-behind machine that compacts loose materials and asphalt via a bottom-mounted steel plate.

Vibratory Screed: A tool used to help smooth out and compact poured concrete.

Water Table: Underground level at which the soil is completely saturated with water.

INTERNET RESOURCES

In addition to this guide, many supplementary resources are available on the MWRD's and other websites that may be helpful as you plan and design stormwater management improvements for your property.

MWRD INITIATIVES AND PUBLICATIONS**Stormwater Management Homepage:**

mwrld.org/stormwater-management

Rain Barrel Program: mwrld.org/rain-barrels

Free Trees: mwrld.org/restore-canopy

Free Compost: mwrld.org/eq-compost

Resources and Videos for Residents and Business:

mwrld.org/residents-and-businesses

Green Infrastructure Partnership Opportunity Program for public

agencies: mwrld.org/green-infrastructure

Unwanted Medicine Disposal: mwrld.org/medication-disposal

Understanding Your Sewer:

mwrld.org/understanding-your-sewer-0

RESOURCES BY OTHERS

What are BMPs? www.epa.gov/npdes/national-menu-best-management-practices-bmps-stormwater#edu

Regional Pollinators:

www.dnr.illinois.gov/education/Pages/PollinatorMain.aspx

Pollinator Protection: www.epa.gov/pollinator-protection/what-you-can-do-protect-honey-bees-and-other-pollinators

Mosquito Control: www.epa.gov/mosquitocontrol

Your Septic System:

www.epa.gov/septic/how-your-septic-system-works

Groundwater:

www.epa.gov/sites/production/files/documents/groundwater.pdf

Illinois EPA Homepage: www2.illinois.gov/epa

ADDITIONAL TOPICS

City of Chicago Green Permit Incentives and Checklists: www.chicago.gov/city/en/depts/bldgs/provdrs/permits/svcs/green-permits.html

Green Roofs and the Heat Island Effect: www.epa.gov/heat-islands/using-green-roofs-reduce-heat-islands#types

Green Roofs: greenroofs.org/about-green-roofs

Green Walls: greenroofs.org/about-green-walls

IMAGE CREDITS

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- 9** Milwaukee Metropolitan Sewerage District
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Step 5 right: Milwaukee Metropolitan Sewerage District
- 14** Step 7: ©Rain Water Solutions, all rights reserved
- 18** Step 1: United States Army
Step 2: Today's Homeowner
- 19** Step 4: Water Smart Gardening by Diana Maranhao - published by Cool Springs Press, a division of Quarto Publishing Group
- 20** Water Smart Gardening by Diana Maranhao - published by Cool Springs Press, a division of Quarto Publishing Group
- 22** Wild Ginger left and middle: Missouri Botanical Garden PlantFinder
Wild Ginger right: brewbooks from near Seattle, USA (commons.wikimedia.org/wiki/File:Asarum_caudatum_wild_ginger_-_Flickr_-_brewbooks.jpg), „Asarum caudatum (wild ginger) - Flickr - brewbooks“, creativecommons.org/licenses/by-sa/2.0/legalcode
- Golden Star left: Jean Everett
Golden Star middle: North Creek Nurseries
Golden Star right: Andy king50 (commons.wikimedia.org/wiki/File:Chrysogonum_virginianum_1.JPG), „Chrysogonum virginianum 1“, creativecommons.org/licenses/by-sa/3.0/legalcode
- Ice Dance Sedge left: Wilson Nurseries, Inc.
Ice Dance Sedge middle and right: Hoffman Nursery, Inc.
Blue Sedge left: North Creek Nurseries
Blue Sedge middle: North Creek Nurseries
Blue Sedge right: NetPS Plant Finder Tool (www.netpsplantfinder.com)
- Purple Rocket left: Peter M. Dziuk, Minnesota Wildflowers (www.minnesotawildflowers.info/)
Purple Rocket middle: Missouri Botanical Garden PlantFinder
Purple Rocket right: Peter M. Dziuk, Minnesota Wildflowers (www.minnesotawildflowers.info/)
- White Turtlehead left: H. Zell (commons.wikimedia.org/wiki/File:Chelone_glabra_0001.JPG), „Chelone glabra 0001“, creativecommons.org/licenses/by-sa/3.0/legalcode
White Turtlehead middle: Missouri Botanical Garden PlantFinder
White Turtlehead right: North Creek Nurseries
- Royal Fern left and middle: Missouri Botanical Garden PlantFinder
Royal Fern right: Stephanie Brundage, Lady Bird Johnson Wildflower Center
- Solomon's Seal left: Sally and Andy Wasowski, Lady Bird Johnson Wildflower Center
Solomon's Seal middle: © Prairie Nursery, inc.
Solomon's Seal right: Missouri Botanical Garden PlantFinder
- Invincibelle Spirit Hydrangea left: peganum from Small Dole, England (commons.wikimedia.org/wiki/File:Hydrangea_arborescens_radiata_(21390940225).jpg), „Hydrangea arborescens radiata (21390940225)“, creativecommons.org/licenses/by-sa/2.0/legalcode
Invincibelle Spirit Hydrangea middle: Proven Winners® ColorChoice®
Invincibelle Spirit Hydrangea right: Missouri Botanical Garden PlantFinder
- 23** Golden Ragwort left: © 2010-2017 by Angelyn Whitmeyer, with all rights reserved
Golden Ragwort middle: H. Zell (commons.wikimedia.org/wiki/File:Packeria_aurea_001.JPG), „Packeria aurea 001“, creativecommons.org/licenses/by-sa/3.0/legalcode
Golden Ragwort right: Emőke Dénes (commons.wikimedia.org/wiki/File:Packeria_aurea_-_wetland_1.jpg), creativecommons.org/licenses/by-sa/4.0/legalcode
- Blue Ice left: Krzysztof Ziarnik, Kenraiz (commons.wikimedia.org/wiki/File:Amsonia_tabernaemontana_Blue_Ice_kz1.jpg), creativecommons.org/licenses/by-sa/4.0/legalcode
Blue Ice middle: Walters Gardens, Inc
Eastern Beebalm left: Krischan Photography. All Rights Reserved.
Eastern Beebalm middle: Missouri Botanical Garden PlantFinder
Eastern Beebalm right: United States Environmental Protection Agency
- Snowcap Spiderwort left: Rasbak (commons.wikimedia.org/wiki/File:Eendagsbloem_planten_(Tradescantia_virginiana).jpg),
Snowcap Spiderwort middle and right: Walters Gardens, Inc.
Blazing Star 'Kobold' left: James L. Reveal, Lady Bird Johnson Wildflower Center
Blazing Star 'Kobold' middle: Walters Gardens, Inc
Blazing Star 'Kobold' right: Julie Makin, Lady Bird Johnson Wildflower Center
- Golden Alexander left: Thomas L. Muller, Lady Bird Johnson Wildflower Center
Golden Alexander middle: John Hixson, Lady Bird Johnson Wildflower Center
Blue Flag Iris left: Jennifer Anderson, hosted by the USDA-NRCS PLANTS Database
Blue Flag Iris middle: Sally and Andy Wasowski, Lady Bird Johnson Wildflower Center
Blue Flag Iris right: Ryan Hodnett (commons.wikimedia.org/wiki/File:Northern_Blue_Flag_(Iris_versicolor)_-_Algonquin_Provincial_Park,_Ontario.jpg), creativecommons.org/licenses/by-sa/4.0/legalcode
Yellow Wild Indigo left: Photo by David J. Stang (commons.wikimedia.org/wiki/File:Baptisia_sphaerocarpa_1zz.jpg), „Baptisia sphaerocarpa 1zz“, creativecommons.org/licenses/by-sa/4.0/legalcode
Yellow Wild Indigo middle: Walters Gardens, Inc.
Yellow Wild Indigo right: Jeff McMillian, hosted by the USDA-NRCS PLANTS Database
- Cheyenne Sky Switch Grass left: NetPS Finder Tool (www.netpsplantfinder.com)
Cheyenne Sky Switch Grass middle: Julie Makin, Lady Bird Johnson Wildflower Center
Cheyenne Sky Switch Grass right: Jan Riggenbach, Midwest Gardening
- Common Ironweed left: Missouri Botanical Garden PlantFinder
Common Ironweed middle: Walters Gardens, Inc
Joe Pye Weed left: Photo by and (c)2008 Derek Ramsey
Joe Pye Weed middle: A. Barra (commons.wikimedia.org/wiki/File:Eupatorium_purpureum.jpg), creativecommons.org/licenses/by-sa/4.0/legalcode
Joe Pye Weed right: David J. Stang (plants.ces.ncsu.edu/plants/eutrochium-dubium/), „Eutrochium dubium 'Little Joe' spent flowers.“, creativecommons.org/licenses/by/2.0/legalcode
- Golden Alexander left: Thomas L. Muller, Lady Bird Johnson Wildflower Center
Golden Alexander middle: John Hixson, Lady Bird Johnson Wildflower Center
Blue Flag Iris left: Jennifer Anderson, hosted by the USDA-NRCS PLANTS Database
Blue Flag Iris middle: Sally and Andy Wasowski, Lady Bird Johnson Wildflower Center
Blue Flag Iris right: Ryan Hodnett (commons.wikimedia.org/wiki/File:Northern_Blue_Flag_(Iris_versicolor)_-_Algonquin_Provincial_Park,_Ontario.jpg), creativecommons.org/licenses/by-sa/4.0/legalcode
Yellow Wild Indigo left: Photo by David J. Stang (commons.wikimedia.org/wiki/File:Baptisia_sphaerocarpa_1zz.jpg), „Baptisia sphaerocarpa 1zz“, creativecommons.org/licenses/by-sa/4.0/legalcode
Yellow Wild Indigo middle: Walters Gardens, Inc.
Yellow Wild Indigo right: Jeff McMillian, hosted by the USDA-NRCS PLANTS Database
- Cheyenne Sky Switch Grass left: NetPS Finder Tool (www.netpsplantfinder.com)
Cheyenne Sky Switch Grass middle: Julie Makin, Lady Bird Johnson Wildflower Center
Cheyenne Sky Switch Grass right: Jan Riggenbach, Midwest Gardening
- Common Ironweed left: Missouri Botanical Garden PlantFinder
Common Ironweed middle: Walters Gardens, Inc
Joe Pye Weed left: Photo by and (c)2008 Derek Ramsey
Joe Pye Weed middle: A. Barra (commons.wikimedia.org/wiki/File:Eupatorium_purpureum.jpg), creativecommons.org/licenses/by-sa/4.0/legalcode
Joe Pye Weed right: David J. Stang (plants.ces.ncsu.edu/plants/eutrochium-dubium/), „Eutrochium dubium 'Little Joe' spent flowers.“, creativecommons.org/licenses/by/2.0/legalcode
- 24** Tree of heaven: Paul Wray, Iowa State University, Bugwood.org
Mimosa: Charles T. Bryson, USDA Agricultural Research Service, Bugwood.org
Autumn Olive: Leslie J. Mehrhoff, University of Connecticut, Bugwood.org
Japanese Barberry: Britt Slattery, US Fish and Wildlife Service, Bugwood.org
Honeysuckle: Chuck Barger, University of Georgia, Bugwood.org
Callery Pear: Chuck Barger, University of Georgia, Bugwood.com
European Buckthorn: John M. Randall, The Nature Conservancy, Bugwood.com
Black Locust: Paul Wray, Iowa State University, Bugwood.org
Multiflora Rose: Leslie J. Mehrhoff, University of Connecticut, Bugwood.org
Burning Bush: Barry Rice, sarracenia.com, Bugwood.org
Garlic Mustard: David Cappaert, Bugwood.org
Canada Thistle: Leslie J. Mehrhoff, University of Connecticut, Bugwood.org
Common Teasel: Steve Dewey, Utah State University, Bugwood.org
Japanese Knotweed: David J. Moorhead, University of Georgia, Bugwood.org
Crownvetch: Dan Tenaglia, MissouriPlans.com, Bugwood.org
Phragmites: Theodore Webster, USDA Agricultural Research Service, Bugwood.org
Johnsongrass: Chris Evans, University of Illinois, Bugwood.org
Japanese Hop: Chris Evans, University of Illinois, Bugwood.org
Kudzu: Leslie J. Mehrhoff, University of Connecticut, Bugwood.org
Winter Creeper: James H. Miller, USDA Forest Service, Bugwood.org
- 28** Step 1: United States Fish & Wildlife Service
Step 2 top: Thomson200 (commons.wikimedia.org/wiki/File:Station_number_on_a_silt_fence,_Floyd_County,_GA.jpg), „Station number on a silt fence, Floyd County, GA“, creativecommons.org/publicdomain/zero/1.0/legalcode
Step 2 bottom: United States Environmental Protection Agency
Step 3: Hobbit (http://technofandom.org/~hobbit/)
- 29** Hobbit (http://technofandom.org/~hobbit/)
- 30** Step 9 and 10: Hobbit (http://technofandom.org/~hobbit/)
- 31** Step 11: BMF Masonry
Step 12: Hobbit (http://technofandom.org/~hobbit/)
- 34** Misadventures in Remodeling (misadventuresinremodeling.wordpress.com)

Board of Commissioners

Kari K. Steele <i>President</i>	Cameron Davis Kimberly Du Buclet
Barbara J. McGowan <i>Vice President</i>	Marcelino Garcia Josina Morita
Frank Avila <i>Chairman of Finance</i>	Debra Shore Mariyana T. Spyropoulos
Brian A. Perkovich <i>Executive Director</i>	



**Metropolitan Water
Reclamation District
of Greater Chicago**

100 East Erie Street • Chicago, Illinois 60611-3154

     mwrdd.org

Established in 1889, the MWRD is an award-winning, special purpose government agency responsible for wastewater treatment and stormwater management in Cook County, Illinois.



EXHIBIT 5

Electronic Filing: Received, Clerk's Office 09/30/2020

Permit No.	Issue Date	GI Volume	Gallons	
20140205	08/28/2014	0.01	3,259	
20140208	10/16/2014	0.06	19,551	
20140209	09/11/2014	0.07	22,810	
20140241	10/24/2014	0.11	35,844	
20140258	11/19/2014	0.21	68,429	
20140284	11/19/2014	0.28	91,238	2014 247,647
20140287	11/26/2014	0.02	6,517	
20140207	04/29/2015	0.03	9,776	
20140268	01/12/2015	0.04	13,034	
20140292	05/12/2015	0.1	32,585	
20140298	01/28/2015	0.04	13,034	
20140307	02/04/2015	0.16	52,136	
20140320	03/26/2015	3.26	1,062,274	
20140327	03/26/2015	0.06	19,551	
20140329	06/12/2015	0.04	13,034	
20140344	05/12/2015	0.2	65,170	
20147001	05/18/2015	0.092	29,978	
20150003	04/02/2015	0.05	16,293	
20150009	04/02/2015	0.38	123,823	
20150012	10/16/2015	4.94	1,609,704	
20150013	07/31/2015	0.41	133,599	
20150014	05/19/2015	0.19	61,912	
20150021	04/03/2015	0.06	19,551	
20150025	05/20/2015	0.01	3,259	
20150034	05/01/2015	0.0013	424	
20150035	04/03/2015	0.01	3,259	
20150037	05/28/2015	0.15	48,878	
20150040	09/03/2015	0.02	6,517	
20150052	07/15/2015	0.07	22,810	
20150063	06/24/2015	0.02	6,517	
20150064	07/16/2015	0.03	9,776	
20150069	05/18/2015	0.1	32,585	
20150070	05/29/2015	0.07	22,810	
20150081	10/14/2015	0.32	104,272	
20150083	07/07/2015	0.3	97,755	
20150089	07/28/2015	0.56	182,477	
20150094	05/28/2015	0.1	32,585	
20150100	06/04/2015	0.02	6,517	
20150111	07/30/2015	0.04	13,034	
20150112	07/15/2015	0.15	48,878	
20150115	07/14/2015	0.03	9,776	
20150117	07/08/2015	1.6	521,362	
20150136	07/10/2015	0.19	61,912	
20150150	08/26/2015	0.04	13,034	
20150163	07/22/2015	0.06	19,551	
20150183	06/26/2015	0.25	81,463	

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20150184	07/21/2015	0.2	65,170
20150185	07/23/2015	0.05	16,293
20150186	08/11/2015	0.02	6,517
20150188	09/03/2015	0.23	74,946
20150189	08/24/2015	0.02	6,517
20150194	09/15/2015	0.23	74,946
20150195	08/05/2015	0.08	26,068
20150198	07/20/2015	0.86	280,232
20150199	08/06/2015	0.01	3,259
20150202	09/23/2015	0.14	45,619
20150204	07/23/2015	0.223	72,665
20150213	10/13/2015	0.17	55,395
20150214	07/28/2015	0.034	11,079
20150217	07/23/2015	0.11	35,844
20150220	07/22/2015	0.03	9,776
20150224	07/07/2015	0.03	9,776
20150226	09/02/2015	0.04	13,034
20150227	10/23/2015	0.22	71,687
20150228	07/13/2015	0.02	6,517
20150229	08/12/2015	0.13	42,361
20150233	09/15/2015	0.2	65,170
20150234	08/18/2015	0.03	9,776
20150235	11/09/2015	0.18	58,653
20150236	09/15/2015	0.16	52,136
20150237	09/30/2015	0.11	35,844
20150238	09/10/2015	0.02	6,517
20150239	08/19/2015	0.05	16,293
20150240	08/19/2015	0.01	3,259
20150245	10/20/2015	0.07	22,810
20150246	11/05/2015	0.03	9,776
20150247	08/28/2015	0.03	9,776
20150249	09/30/2015	0.05	16,293
20150256	10/28/2015	0.08	26,068
20150257	09/15/2015	0.06	19,551
20150258	09/15/2015	0.05	16,293
20150261	09/16/2015	0.88	286,749
20150264	12/10/2015	0.97	316,075
20150265	11/02/2015	0.04	13,034
20150269	10/14/2015	0.02	6,517
20150272	10/21/2015	0.01	3,259
20150273	10/21/2015	0.13	42,361
20150276	10/16/2015	0.19	61,912
20150277	11/02/2015	0.08	26,068
20150278	10/14/2015	0.12	39,102
20150279	11/24/2015	0.17	55,395
20150286	10/28/2015	0.08	26,068
20150289	11/03/2015	0.01	3,259

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20150290	12/01/2015	0.18	58,653	
20150295	12/29/2015	0.04	13,034	
20150296	11/10/2015	0.28	91,238	
20150299	10/06/2015	0.02	6,517	
20150302	10/21/2015	0.75	244,388	
20150311	11/05/2015	0.04	13,034	
20150312	12/07/2015	0.03	9,776	
20150313	11/20/2015	0.1	32,585	
20150316	11/24/2015	0.2	65,170	
20150317	10/30/2015	0.54	175,960	
20150320	11/05/2015	0.03	9,776	
20150344	12/17/2015	0.09	29,327	
20150345	12/23/2015	0.03	9,776	
20150346	11/10/2015	0.04	13,034	
20150348	12/22/2015	0.03	9,776	
20150380	12/30/2015	0.01	3,259	
20150382	12/22/2015	0.03	9,776	
20157001	06/12/2015	0.68	221,579	
20157002	04/27/2015	0.31	101,014	
20157007	11/18/2015	0.057	18,574	
20157012	11/10/2015	0.68	221,579	
				2015
				8,158,429
20150032	05/10/2016	0.15	48,878	
20150059	03/07/2016	0.04	13,034	
20150132	02/03/2016	0.1	32,585	
20150232	01/11/2016	0.07	22,810	
20150244	02/26/2016	0.15	48,878	
20150250	03/11/2016	0.09	29,327	
20150284	03/11/2016	0.02	6,517	
20150291	01/11/2016	0.13	42,361	
20150298	07/19/2016	0.29	94,497	
20150300	02/22/2016	0.12	39,102	
20150306	01/20/2016	0.05	16,293	
20150307	01/06/2016	0.7	228,096	
20150309	03/03/2016	0.07	22,810	
20150322	05/24/2016	0.04	13,034	
20150324	01/06/2016	0.54	175,960	
20150329	01/20/2016	0.09	29,327	
20150331	04/12/2016	0.09	29,327	
20150336	01/20/2016	0.03	9,776	
20150342	02/02/2016	0.18	58,653	
20150351	03/22/2016	1.13	368,212	
20150352	02/17/2016	0.28	91,238	
20150357	03/28/2016	0.06	19,551	
20150358	01/14/2016	0.09	29,327	
20150364	04/08/2016	0.05	16,293	
20150367	06/17/2016	0.07	22,810	
20150369	02/10/2016	0.1	32,585	

Electronic Filing: Received, Clerk's Office 09/30/2020

20150370	04/14/2016	0.06	19,551
20150371	02/02/2016	0.12	39,102
20150373	01/27/2016	0.08	26,068
20150376	02/03/2016	0.02	6,517
20150379	03/28/2016	0.27	87,980
20150381	06/17/2016	0.03	9,776
20150383	03/14/2016	0.01	3,259
20150386	01/14/2016	0.07	22,810
20150390	03/16/2016	0.02	6,517
20150391	03/14/2016	0.08	26,068
20150392	02/11/2016	0.01	3,259
20150393	05/23/2016	0.07	22,810
20150395	03/21/2016	0.34	110,789
20150397	06/03/2016	0.03	9,776
20150400	04/27/2016	0.07	22,810
20150402	04/11/2016	0.13	42,361
20150405	01/29/2016	0.21	68,429
20150406	02/11/2016	0.07	22,810
20157011	03/07/2016	0.21	68,429
20157016	01/04/2016	0.54	175,960
20157017	03/22/2016	0.36	117,306
20157018	03/03/2016	0.33	107,531
20160003	04/28/2016	0.03	9,776
20160014	05/10/2016	0.13	42,361
20160016	03/03/2016	0.29	94,497
20160021	11/04/2016	0.02	6,517
20160023	05/23/2016	0.01	3,259
20160024	06/03/2016	0.1	32,585
20160025	06/17/2016	1.67	544,171
20160026	05/16/2016	0.39	127,082
20160029	05/11/2016	0.06	19,551
20160030	04/28/2016	1.34	436,640
20160032	05/12/2016	0.35	114,048
20160033	06/03/2016	0.06	19,551
20160034	08/22/2016	0.02	6,517
20160037	05/05/2016	0.06	19,551
20160038	03/25/2016	0.02	6,517
20160039	07/28/2016	0.05	16,293
20160042	05/23/2016	0.69	224,837
20160043	05/19/2016	0.04	13,034
20160045	05/16/2016	0.15	48,878
20160046	04/13/2016	0.11	35,844
20160050	05/24/2016	0.05	16,293
20160051	05/23/2016	0.05	16,293
20160052	04/18/2016	0.11	35,844
20160053	06/20/2016	0.07	22,810
20160054	06/15/2016	0.05	16,293

Electronic Filing: Received, Clerk's Office 09/30/2020

20160058	06/20/2016	0.05	16,293
20160059	05/05/2016	0.17	55,395
20160060	06/24/2016	0.11	35,844
20160061	05/23/2016	0.35	114,048
20160062	07/21/2016	0.71	231,354
20160066	06/01/2016	0.02	6,517
20160068	06/09/2016	0.99	322,592
20160069	12/23/2016	0.51	166,184
20160072	05/27/2016	0.09	29,327
20160074	07/06/2016	0.89	290,007
20160078	06/02/2016	0.05	16,293
20160080	04/29/2016	0.06	19,551
20160082	07/08/2016	0.14	45,619
20160084	08/03/2016	0.03	9,776
20160087	05/26/2016	0.26	84,721
20160089	06/08/2016	0.14	45,619
20160090	07/15/2016	0.35	114,048
20160092	10/10/2016	0.24	78,204
20160094	06/15/2016	0.02	6,517
20160096	07/25/2016	0.6	195,511
20160097	05/27/2016	0.07	22,810
20160098	07/19/2016	0.17	55,395
20160099	06/15/2016	0.5	162,926
20160102	06/06/2016	0.07	22,810
20160104	07/15/2016	0.08	26,068
20160105	06/16/2016	0.07	22,810
20160108	07/28/2016	0.03	9,776
20160109	07/19/2016	0.37	120,565
20160111	10/14/2016	0.13	42,361
20160112	08/17/2016	0.06	19,551
20160113	05/23/2016	0.04	13,034
20160114	06/01/2016	0.01	3,259
20160115	08/31/2016	0.21	68,429
20160116	07/22/2016	0.24	78,204
20160117	08/11/2016	0.06	19,551
20160120	07/12/2016	0.08	26,068
20160126	06/22/2016	0.05	16,293
20160127	12/07/2016	0.46	149,891
20160134	07/19/2016	0.03	9,776
20160137	07/28/2016	0.06	19,551
20160138	07/19/2016	0.06	19,551
20160139	10/10/2016	0.03	9,776
20160142	08/25/2016	0.4	130,340
20160144	08/26/2016	0.41	133,599
20160146	07/27/2016	0.04	13,034
20160148	07/18/2016	0.05	16,293
20160150	08/02/2016	0.11	35,844

Electronic Filing: Received, Clerk's Office 09/30/2020

20160151	11/08/2016	0.56	182,477
20160156	09/15/2016	0.3	97,755
20160159	08/01/2016	0.04	13,034
20160161	08/17/2016	0.22	71,687
20160162	10/12/2016	1.38	449,674
20160163	07/26/2016	0.05	16,293
20160165	09/26/2016	0.03	9,776
20160169	07/26/2016	0.05	16,293
20160170	08/30/2016	0.01	3,259
20160172	10/11/2016	0.02	6,517
20160173	10/18/2016	0.25	81,463
20160174	08/22/2016	0.19	61,912
20160178	11/18/2016	0.04	13,034
20160180	12/07/2016	0.17	55,395
20160184	09/22/2016	0.24	78,204
20160190	11/16/2016	0.36	117,306
20160191	09/02/2016	0.04	13,034
20160192	08/12/2016	0.24	78,204
20160196	09/15/2016	0.03	9,776
20160197	08/24/2016	0.04	13,034
20160198	09/21/2016	0.04	13,034
20160205	08/30/2016	0.1	32,585
20160207	09/29/2016	0.48	156,408
20160208	09/09/2016	0.07	22,810
20160212	08/31/2016	0.05	16,293
20160213	10/14/2016	0.04	13,034
20160217	10/05/2016	0.04	13,034
20160218	10/14/2016	0.04	13,034
20160220	09/30/2016	0.23	74,946
20160221	09/14/2016	0.08	26,068
20160224	11/28/2016	0.35	114,048
20160225	10/10/2016	0.09	29,327
20160229	10/27/2016	0.17	55,395
20160230	12/19/2016	1.13	368,212
20160233	12/09/2016	0.67	218,320
20160235	10/03/2016	0.09	29,327
20160236	10/24/2016	0.79	257,422
20160238	10/04/2016	0.13	42,361
20160242	10/24/2016	0.24	78,204
20160244	11/23/2016	0.02	6,517
20160245	10/12/2016	0.02	6,517
20160260	10/26/2016	0.29	94,497
20160266	12/23/2016	0.06	19,551
20160272	10/14/2016	0.03	9,776
20160276	12/06/2016	0.13	42,361
20160291	11/09/2016	0.12	39,102
20160293	11/21/2016	0.08	26,068

Electronic Filing: Received, Clerk's Office 09/30/2020

20160296	11/25/2016	0.06	19,551	
20160300	12/16/2016	0.05	16,293	
20160311	12/20/2016	0.02	6,517	
20167001	06/15/2016	0.0908	29,587	
20167002	06/23/2016	0.0077	2,509	
20167004	05/25/2016	0.07	22,810	
20167005	07/19/2016	0.06	19,551	
20167006	07/25/2016	0.04	13,034	
20167007	09/06/2016	0.09	29,327	
20167009	07/19/2016	0.81	263,939	
20167010	07/28/2016	0.14	45,619	
20167014	09/19/2016	0.08	26,068	
20167017	09/12/2016	0.08	26,068	
20167020	12/06/2016	0.18	58,653	
20167023	12/06/2016	0.54	175,960	
20167031	12/29/2016	0.12	39,102	
				2016
				11,642,167
20150338	09/29/2017	0.47	153,150	
20160085	01/24/2017	0.09	29,327	
20160131	01/10/2017	0.05	16,293	
20160164	03/08/2017	0.85	276,973	
20160194	01/11/2017	0.04	13,034	
20160203	01/30/2017	0.19	61,912	
20160237	01/06/2017	0.06	19,551	
20160256	03/13/2017	0.02	6,517	
20160258	01/11/2017	0.05	16,293	
20160273	04/28/2017	0.25	81,463	
20160274	03/16/2017	3.83	1,248,009	
20160278	04/24/2017	0.16	52,136	
20160279	02/17/2017	0.02	6,517	
20160285	10/30/2017	0.12	39,102	
20160288	01/20/2017	0.14	45,619	
20160294	01/27/2017	0.14	45,619	
20160298	02/02/2017	0.47	153,150	
20160303	01/25/2017	0.12	39,102	
20160304	12/07/2017	0.04	13,034	
20160305	03/22/2017	0.12	39,102	
20160308	02/06/2017	0.05	16,293	
20160312	08/22/2017	0.18	58,653	
20160316	01/18/2017	0.08	26,068	
20160317	01/13/2017	0.3	97,755	
20160318	02/23/2017	0.03	9,776	
20160321	01/31/2017	0.62	202,028	
20160322	01/27/2017	0.08	26,068	
20160324	01/31/2017	0.02	6,517	
20160325	05/05/2017	0.07	22,810	
20160326	04/07/2017	0.13	42,361	
20160327	01/31/2017	0.09	29,327	

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20160329	01/26/2017	0.17	55,395
20160330	01/11/2017	1.57	511,586
20160331	03/17/2017	0.08	26,068
20160334	06/14/2017	0.96	312,817
20160341	04/12/2017	0.03	9,776
20160342	05/03/2017	0.08	26,068
20160346	03/20/2017	0.46	149,891
20160347	03/27/2017	0.04	13,034
20167022	03/07/2017	0.04	13,034
20167024	02/21/2017	0.95	309,558
20167025	03/14/2017	0.08	26,068
20170001	03/29/2017	0.13	42,361
20170005	04/24/2017	0.1	32,585
20170008	03/22/2017	0.08	26,068
20170009	05/17/2017	0.15	48,878
20170012	03/13/2017	0.12	39,102
20170014	06/21/2017	0.15	48,878
20170016	03/03/2017	0.04	13,034
20170017	04/27/2017	0.08	26,068
20170018	02/27/2017	0.09	29,327
20170019	04/06/2017	0.33	107,531
20170021	03/10/2017	0.05	16,293
20170023	07/07/2017	0.02	6,517
20170024	04/06/2017	0.12	39,102
20170032	05/19/2017	0.92	299,783
20170037	04/26/2017	0.03	9,776
20170042	05/02/2017	0.2	65,170
20170045	05/12/2017	0.11	35,844
20170046	05/17/2017	0.5	162,926
20170047	05/26/2017	0.18	58,653
20170048	06/02/2017	0.29	94,497
20170051	04/07/2017	0.04	13,034
20170056	07/10/2017	0.21	68,429
20170058	06/05/2017	0.07	22,810
20170061	09/07/2017	0.15	48,878
20170062	10/13/2017	0.04	13,034
20170068	05/17/2017	0.9	293,266
20170071	05/26/2017	0.19	61,912
20170072	05/16/2017	0.42	136,857
20170074	05/04/2017	0.17	55,395
20170076	03/30/2017	0.1	32,585
20170081	05/19/2017	0.26	84,721
20170083	05/03/2017	0.2	65,170
20170084	06/02/2017	0.04	13,034
20170086	05/15/2017	0.04	13,034
20170092	07/14/2017	0.63	205,286
20170093	06/02/2017	0.15	48,878

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20170094	05/26/2017	0.24	78,204
20170096	05/09/2017	0.06	19,551
20170097	06/13/2017	1.63	531,137
20170101	06/01/2017	0.16	52,136
20170102	06/06/2017	0.17	55,395
20170103	09/07/2017	0.32	104,272
20170104	06/02/2017	0.15	48,878
20170105	05/10/2017	0.02	6,517
20170106	05/25/2017	0.86	280,232
20170107	05/11/2017	1.09	355,178
20170108	06/08/2017	0.44	143,374
20170110	06/22/2017	0.07	22,810
20170111	05/16/2017	0.15	48,878
20170112	05/25/2017	0.08	26,068
20170113	08/29/2017	0.06	19,551
20170117	05/19/2017	0.06	19,551
20170118	08/09/2017	0.11	35,844
20170124	06/13/2017	0.07	22,810
20170127	12/08/2017	0.04	13,034
20170128	05/16/2017	0.35	114,048
20170129	06/21/2017	0.15	48,878
20170130	05/17/2017	0.14	45,619
20170131	06/29/2017	1.22	397,538
20170136	09/29/2017	0.06	19,551
20170139	07/31/2017	0.42	136,857
20170140	05/19/2017	0.1	32,585
20170141	05/19/2017	0.06	19,551
20170144	06/21/2017	0.36	117,306
20170146	09/07/2017	0.08	26,068
20170147	07/27/2017	0.08	26,068
20170148	09/29/2017	0.09	29,327
20170152	07/14/2017	0.09	29,327
20170153	06/14/2017	0.21	68,429
20170154	08/02/2017	1.32	430,123
20170157	07/25/2017	0.48	156,408
20170158	07/17/2017	2.39	778,784
20170159	12/20/2017	0.18	58,653
20170160	07/20/2017	0.21	68,429
20170162	08/23/2017	0.21	68,429
20170163	07/06/2017	0.11	35,844
20170167	08/01/2017	0.46	149,891
20170168	07/26/2017	0.04	13,034
20170169	06/27/2017	0.18	58,653
20170170	07/20/2017	0.06	19,551
20170173	07/11/2017	0.1	32,585
20170177	06/22/2017	0.02	6,517
20170178	06/23/2017	0.02	6,517

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20170179	09/07/2017	0.03	9,776
20170180	08/14/2017	0.06	19,551
20170185	10/03/2017	0.01	3,259
20170189	07/21/2017	0.09	29,327
20170190	06/07/2017	0.11	35,844
20170192	11/09/2017	0.56	182,477
20170202	08/23/2017	0.02	6,517
20170203	08/03/2017	0.02	6,517
20170205	08/17/2017	0.01	3,259
20170214	09/26/2017	0.05	16,293
20170215	08/17/2017	0.04	13,034
20170216	09/15/2017	0.07	22,810
20170218	08/01/2017	0.1	32,585
20170221	08/23/2017	0.03	9,776
20170222	07/12/2017	0.01	3,259
20170224	08/24/2017	0.53	172,701
20170226	08/22/2017	0.31	101,014
20170229	08/31/2017	0.16	52,136
20170231	08/25/2017	0.17	55,395
20170232	11/15/2017	0.02	6,517
20170234	08/25/2017	0.01	3,259
20170235	12/08/2017	0.09	29,327
20170238	09/19/2017	0.02	6,517
20170241	09/20/2017	0.16	52,136
20170244	08/25/2017	0.48	156,408
20170245	08/10/2017	0.03	9,776
20170251	10/03/2017	0.03	9,776
20170254	12/20/2017	0.11	35,844
20170256	09/11/2017	0.05	16,293
20170258	09/11/2017	0.04	13,034
20170259	09/26/2017	0.58	188,994
20170262	10/26/2017	0.05	16,293
20170265	09/13/2017	0.02	6,517
20170267	09/15/2017	0.07	22,810
20170271	09/20/2017	0.12	39,102
20170275	12/18/2017	0.01	3,259
20170276	10/25/2017	0.01	3,259
20170279	10/24/2017	0.43	140,116
20170280	10/27/2017	0.01	3,259
20170281	09/19/2017	1.33	433,382
20170283	10/17/2017	0.06	19,551
20170284	11/14/2017	1.35	439,899
20170288	10/02/2017	0.16	52,136
20170289	11/15/2017	0.02	6,517
20170290	11/07/2017	2.04	664,736
20170291	09/29/2017	0.08	26,068
20170295	10/11/2017	0.55	179,218

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20170298	12/08/2017	0.14	45,619	
20170299	10/13/2017	0.03	9,776	
20170300	12/01/2017	1.18	384,504	
20170307	10/13/2017	0.06	19,551	
20170310	09/25/2017	0.25	81,463	
20170311	11/28/2017	0.19	61,912	
20170316	11/15/2017	0.13	42,361	
20170317	12/20/2017	0.46	149,891	
20170318	11/16/2017	0.06	19,551	
20170319	12/08/2017	0.1	32,585	
20170325	12/21/2017	0.06	19,551	
20170328	11/13/2017	0.05	16,293	
20170329	11/20/2017	0.02	6,517	
20170330	11/16/2017	0.04	13,034	
20170334	11/16/2017	0.73	237,871	
20170352	12/22/2017	0.39	127,082	
20170367	12/22/2017	0.08	26,068	
20177002	03/07/2017	0.25	81,463	
20177004	05/23/2017	0.0035	1,140	
20177009	10/10/2017	0.7	228,096	
20177010	11/14/2017	0.03	9,776	
20177012	06/23/2017	0.06	19,551	
20177013	08/01/2017	0.39	127,082	
20177014	07/25/2017	0.77	250,905	
20177016	08/30/2017	0.17	55,395	
20177019	11/15/2017	0.03	9,776	
20177022	11/07/2017	0.009	2,933	
20177023	09/21/2017	0.06	19,551	
20177024	10/10/2017	0.11	35,844	
20177026	10/03/2017	0.7	228,096	
20177028	11/07/2017	0.258	84,070	
20170095	01/24/2018	0.05	16,293	
20170132	03/09/2018	2.73	889,573	
20170172	06/05/2018	0.1	32,585	
20170191	10/18/2018	0.01	3,259	
20170201	01/02/2018	0.03	9,776	
20170209	01/09/2018	0.06	19,551	
20170239	09/18/2018	0.06	19,551	
20170246	02/08/2018	0.17	55,395	
20170249	01/22/2018	0.23	74,946	
20170253	01/09/2018	0.03	9,776	
20170264	05/25/2018	0.03	9,776	
20170272	03/06/2018	0.29	94,497	
20170273	04/19/2018	0.22	71,687	
20170285	02/14/2018	0.03	9,776	
20170294	01/10/2018	0.47	153,150	
20170306	03/09/2018	0.04	13,034	
				2017
				17,410,382

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20170308	02/16/2018	0.01	3,259
20170313	01/10/2018	0.02	6,517
20170324	07/06/2018	0.12	39,102
20170327	01/24/2018	0.06	19,551
20170342	01/12/2018	0.02	6,517
20170343	01/26/2018	0.06	19,551
20170344	04/10/2018	0.03	9,776
20170346	02/06/2018	0.02	6,517
20170347	01/31/2018	0.23	74,946
20170349	03/08/2018	0.17	55,395
20170350	09/14/2018	0.35	114,048
20170356	01/09/2018	0.11	35,844
20170362	02/22/2018	0.61	198,769
20170366	01/25/2018	0.15	48,878
20170371	03/06/2018	0.08	26,068
20170376	01/31/2018	0.09	29,327
20170377	01/23/2018	0.02	6,517
20170378	03/23/2018	0.05	16,293
20170384	03/19/2018	0.19	61,912
20170385	04/19/2018	0.13	42,361
20170386	03/21/2018	0.07	22,810
20170387	04/02/2018	0.09	29,327
20170388	03/12/2018	0.0035	1,140
20170390	02/14/2018	0.13	42,361
20170391	02/27/2018	0.07	22,810
20170393	06/19/2018	1.4	456,191
20170394	04/12/2018	0.03	9,776
20170395	04/17/2018	0.41	133,599
20177015	01/31/2018	0.68	221,579
20180003	03/23/2018	0.13	42,361
20180007	02/22/2018	0.06	19,551
20180008	04/11/2018	0.2	65,170
20180009	04/13/2018	0.04	13,034
20180010	02/27/2018	0.04	13,034
20180016	04/02/2018	0.08	26,068
20180017	04/10/2018	1.38	449,674
20180018	04/19/2018	0.02	6,517
20180019	04/02/2018	0.23	74,946
20180020	05/23/2018	0.35	114,048
20180021	03/26/2018	0.18	58,653
20180022	03/30/2018	0.06	19,551
20180026	04/09/2018	0.07	22,810
20180028	04/05/2018	0.38	123,823
20180029	03/26/2018	0.03	9,776
20180034	04/19/2018	0.19	61,912
20180037	04/05/2018	0.08	26,068
20180039	03/06/2018	0.02	6,517

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20180048	04/09/2018	0.31	101,014
20180052	03/29/2018	0.02	6,517
20180053	07/26/2018	0.08	26,068
20180055	03/28/2018	0.32	104,272
20180056	06/08/2018	0.34	110,789
20180061	04/11/2018	0.13	42,361
20180062	05/17/2018	0.04	13,034
20180063	04/20/2018	0.13	42,361
20180064	06/21/2018	0.17	55,395
20180065	06/01/2018	0.06	19,551
20180067	12/07/2018	0.08	26,068
20180070	04/19/2018	1.22	397,538
20180071	07/13/2018	0.25	81,463
20180072	05/31/2018	0.02	6,517
20180073	06/27/2018	0.09	29,327
20180075	05/15/2018	0.21	68,429
20180077	05/02/2018	0.13	42,361
20180078	09/11/2018	0.04	13,034
20180080	05/25/2018	0.68	221,579
20180085	06/08/2018	0.05	16,293
20180086	04/25/2018	0.06	19,551
20180088	04/23/2018	0.07	22,810
20180089	06/12/2018	0.13	42,361
20180090	05/07/2018	0.05	16,293
20180091	06/12/2018	0.16	52,136
20180093	05/03/2018	0.42	136,857
20180094	06/19/2018	0.58	188,994
20180095	07/02/2018	0.01	3,259
20180096	07/24/2018	0.02	6,517
20180097	05/15/2018	0.2	65,170
20180098	07/24/2018	0.76	247,647
20180100	07/03/2018	0.02	6,517
20180102	05/22/2018	0.06	19,551
20180104	10/11/2018	0.03	9,776
20180105	10/05/2018	0.01	3,259
20180108	09/12/2018	0.02	6,517
20180109	05/31/2018	0.08	26,068
20180110	06/01/2018	0.05	16,293
20180111	07/12/2018	0.23	74,946
20180113	07/24/2018	0.33	107,531
20180114	06/25/2018	0.53	172,701
20180115	05/04/2018	0.03	9,776
20180116	06/12/2018	0.06	19,551
20180117	05/14/2018	0.19	61,912
20180118	05/10/2018	0.16	52,136
20180119	05/25/2018	0.38	123,823
20180124	06/08/2018	0.11	35,844

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20180127	07/12/2018	0.78	254,164
20180132	05/11/2018	0.05	16,293
20180133	10/18/2018	0.023	7,495
20180138	08/02/2018	0.17	55,395
20180145	08/29/2018	0.03	9,776
20180148	12/17/2018	0.03	9,776
20180152	08/24/2018	0.25	81,463
20180157	07/24/2018	0.1	32,585
20180158	07/18/2018	0.03	9,776
20180159	06/27/2018	0.3	97,755
20180161	07/31/2018	0.01	3,259
20180166	06/29/2018	0.08	26,068
20180167	06/21/2018	0.19	61,912
20180171	10/11/2018	0.06	19,551
20180172	07/10/2018	0.02	6,517
20180175	08/29/2018	0.15	48,878
20180176	08/16/2018	2.22	723,389
20180180	08/20/2018	1.13	368,212
20180181	08/16/2018	0.06	19,551
20180184	07/27/2018	0.09	29,327
20180188	08/20/2018	0.05	16,293
20180192	07/12/2018	0.28	91,238
20180193	08/24/2018	0.08	26,068
20180194	08/01/2018	1.99	648,443
20180195	08/24/2018	0.17	55,395
20180196	08/06/2018	0.16	52,136
20180198	07/18/2018	0.02	6,517
20180199	09/10/2018	0.18	58,653
20180201	11/23/2018	0.1	32,585
20180203	10/02/2018	0.5	162,926
20180204	09/13/2018	0.07	22,810
20180205	07/12/2018	0.02	6,517
20180206	09/07/2018	0.52	169,443
20180209	11/02/2018	0.12	39,102
20180214	07/26/2018	0.06	19,551
20180215	08/29/2018	0.5	162,926
20180218	08/27/2018	0.37	120,565
20180220	09/19/2018	0.13	42,361
20180221	09/13/2018	4.38	1,427,227
20180222	10/18/2018	0.13	42,361
20180225	09/10/2018	0.11	35,844
20180226	08/20/2018	0.93	303,041
20180227	10/19/2018	0.24	78,204
20180228	08/10/2018	0.04	13,034
20180230	09/26/2018	0.97	316,075
20180231	11/26/2018	0.09	29,327
20180232	10/26/2018	0.01	3,259

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20180234	10/12/2018	0.36	117,306
20180235	09/07/2018	0.13	42,361
20180236	10/01/2018	0.06	19,551
20180237	10/11/2018	0.06	19,551
20180238	10/11/2018	0.1	32,585
20180242	09/12/2018	0.1	32,585
20180244	08/28/2018	0.05	16,293
20180245	10/29/2018	0.01	3,259
20180247	11/05/2018	0.03	9,776
20180249	09/24/2018	0.08	26,068
20180252	11/02/2018	0.47	153,150
20180258	11/14/2018	0.03	9,776
20180259	09/21/2018	0.13	42,361
20180261	09/11/2018	0.03	9,776
20180262	12/11/2018	0.04	13,034
20180263	08/31/2018	0.44	143,374
20180265	08/31/2018	0.07	22,810
20180267	09/21/2018	0.09	29,327
20180268	09/10/2018	0.03	9,776
20180272	10/30/2018	0.02	6,517
20180274	09/24/2018	0.01	3,259
20180276	10/04/2018	0.03	9,776
20180277	10/01/2018	0.03	9,776
20180280	11/09/2018	0.21	68,429
20180284	10/11/2018	0.06	19,551
20180288	12/06/2018	0.36	117,306
20180289	11/21/2018	0.05	16,293
20180293	10/24/2018	0.45	146,633
20180294	11/21/2018	0.14	45,619
20180295	10/26/2018	0.16	52,136
20180296	10/31/2018	0.05	16,293
20180300	11/08/2018	0.07	22,810
20180304	11/21/2018	0.05	16,293
20180305	11/09/2018	0.58	188,994
20180309	11/29/2018	0.6	195,511
20180312	11/13/2018	0.29	94,497
20180313	11/06/2018	0.05	16,293
20180314	12/05/2018	0.12	39,102
20180316	12/28/2018	0.09	29,327
20180317	11/08/2018	0.16	52,136
20180318	11/02/2018	0.01	3,259
20180320	11/02/2018	0.17	55,395
20180333	12/18/2018	0.79	257,422
20180349	12/27/2018	0.81	263,939
20180356	12/20/2018	0.07	22,810
20187002	04/09/2018	0.64	208,545
20187003	06/21/2018	0.07	22,810

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20187010	08/27/2018	0.05	16,293	
20187011	09/26/2018	0.3	97,755	
20187012	08/28/2018	0.27	87,980	
20187013	11/30/2018	0.13	42,361	
20187021	12/18/2018	0.03	9,776	2018
				16,239,273
20187016	01/08/2019	0.42	136,857	
20180327	01/09/2019	0.05	16,293	
20180355	01/09/2019	0.02	6,517	
20180047	01/14/2019	0.03	9,776	
20180271	01/16/2019	0.57	185,735	
20180319	01/17/2019	0.22	71,687	
20180301	01/22/2019	0.05	16,293	
20180331	01/22/2019	0.05	16,293	
20180343	01/22/2019	0.08	26,068	
20180149	01/24/2019	0.02	6,517	
20180363	01/25/2019	0.04	13,034	
20180358	01/28/2019	0.13	42,361	
20180378	02/01/2019	0.05	16,293	
20180329	02/06/2019	0.03	9,776	
20180338	02/07/2019	0.61	198,769	
20180282	02/11/2019	0.01	3,259	
20180321	02/11/2019	0.08	26,068	
20180332	02/11/2019	0.09	29,327	
20180372	02/11/2019	0.08	26,068	
20180364	02/14/2019	0.06	19,551	
20180384	02/15/2019	0.06	19,551	
20180292	02/20/2019	0.26	84,721	
20180366	02/22/2019	0.01	3,259	
20180382	02/22/2019	0.04	13,034	
20190011	02/25/2019	1.63	531,137	
20180357	02/27/2019	0.04	13,034	
20180373	02/27/2019	0.37	120,565	
20170351	02/28/2019	0.08	26,068	
20180334	02/28/2019	0.01	3,259	
20190015	02/28/2019	0.02	6,517	
20180250	03/04/2019	0.1	32,585	
20180344	03/04/2019	0.03	9,776	
20180354	03/04/2019	0.06	19,551	
20180380	03/04/2019	0.03	9,776	
20180336	03/06/2019	0.48	156,408	
20190043	03/08/2019	0.04	13,034	
20180302	03/11/2019	0.21	68,429	
20190001	03/11/2019	0.04	13,034	
20190010	03/11/2019	0.86	280,232	
20190019	03/11/2019	0.21	68,429	
20190021	03/12/2019	0.49	159,667	
20170354	03/13/2019	0.06	19,551	

Electronic Filing: Received, Clerk's Office 09/30/2020

20180347	03/14/2019	0.06	19,551
20190052	03/21/2019	0.09	29,327
20180385	03/22/2019	0.06	19,551
20190034	03/22/2019	0.03	9,776
20180348	03/25/2019	0.18	58,653
20180377	03/27/2019	0.13	42,361
20190003	03/28/2019	0.02	6,517
20180367	03/29/2019	0.09	29,327
20190032	03/29/2019	0.09	29,327
20190025	04/01/2019	0.32	104,272
20190031	04/01/2019	0.01	3,259
20180297	04/02/2019	0.04	13,034
20190033	04/04/2019	0.2	65,170
20190039	04/05/2019	0.07	22,810
20180170	04/11/2019	0.15	48,878
20180283	04/16/2019	1.93	628,892
20190013	04/16/2019	0.09	29,327
20190026	04/22/2019	0.06	19,551
20180392	04/26/2019	0.08	26,068
20180253	05/01/2019	0.02	6,517
20190040	05/02/2019	0.07	22,810
20190014	05/07/2019	0.02	6,517
20190056	05/07/2019	0.06	19,551
20190101	05/08/2019	0.04	13,034
20190023	05/09/2019	0.04	13,034
20190089	05/09/2019	0.07	22,810
20180351	05/10/2019	0.25	81,463
20180391	05/10/2019	0.47	153,150
20190053	05/13/2019	0.68	221,579
20190055	05/13/2019	0.16	52,136
20180339	05/14/2019	0.11	35,844
20190076	05/17/2019	0.41	133,599
20190128	05/21/2019	0.03	9,776
20180388	05/23/2019	0.33	107,531
20190131	05/28/2019	0.57	185,735
20190150	05/28/2019	0.23	74,946
20190069	05/29/2019	0.06	19,551
20190063	05/30/2019	0.06	19,551
20190111	05/30/2019	0.03	9,776
20190143	05/30/2019	0.07	22,810
20190141	06/03/2019	0.08	26,068
20190124	06/04/2019	0.42	136,857
20180182	06/07/2019	0.35	114,048
20190110	06/10/2019	0.72	234,613
20197009	06/11/2019	0.016	5,214
20190132	06/12/2019	0.12	39,102
20180308	06/13/2019	0.07	22,810

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20180379	06/13/2019	0.29	94,497
20190106	06/14/2019	0.72	234,613
20190083	06/17/2019	0.51	166,184
20190148	06/17/2019	0.03	9,776
20187024	06/18/2019	0.1	32,585
20190065	06/18/2019	0.06	19,551
20190090	06/20/2019	0.53	172,701
20190095	06/21/2019	0.06	19,551
20190126	06/21/2019	0.27	87,980
20190139	06/24/2019	0.04	13,034
20190082	06/25/2019	3.26	1,062,274
20190099	06/25/2019	0.35	114,048
20190163	06/25/2019	0.52	169,443
20170379	06/26/2019	0.55	179,218
20190113	06/26/2019	0.08	26,068
20190118	06/28/2019	0.12	39,102
20190114	07/01/2019	0.25	81,463
20190104	07/02/2019	0.1	32,585
20180186	07/03/2019	0.24	78,204
20190093	07/08/2019	0.01	3,259
20190096	07/08/2019	0.09	29,327
20180298	07/11/2019	0.01	3,259
20180345	07/11/2019	0.02	6,517
20190177	07/11/2019	0.18	58,653
20190047	07/15/2019	0.13	42,361
20190142	07/16/2019	0.01	3,259
20190022	07/17/2019	0.21	68,429
20190155	07/17/2019	0.04	13,034
20190197	07/18/2019	0.05	16,293
20190171	07/19/2019	0.2	65,170
20190067	07/22/2019	0.1	32,585
20190077	07/23/2019	0.24	78,204
20190115	07/24/2019	0.27	87,980
20180208	07/25/2019	0.03	9,776
20190135	08/01/2019	0.01	3,259
20190180	08/01/2019	0.06	19,551
20190173	08/06/2019	0.06	19,551
20190224	08/06/2019	0.53	172,701
20190223	08/09/2019	0.08	26,068
20190137	08/14/2019	0.04	13,034
20190174	08/15/2019	0.05	16,293
20190237	08/16/2019	0.03	9,776
20190168	08/19/2019	0.13	42,361
20190194	08/19/2019	0.01	3,259
20190198	08/19/2019	0.16	52,136
20190253	08/19/2019	0.03	9,776
20190170	08/20/2019	0.35	114,048

Electronic Filing: Received, Clerk's Office 09/30/2020

20190184	08/20/2019	0.1	32,585
20197010	08/20/2019	0.09	29,327
20190178	08/22/2019	0.03	9,776
20190264	08/23/2019	0.06	19,551
20190181	08/28/2019	1.87	609,341
20190261	08/28/2019	0.06	19,551
20190240	09/06/2019	0.07	22,810
20190057	09/10/2019	0.04	13,034
20180324	09/12/2019	0.61	198,769
20190050	09/12/2019	0.7	228,096
20190256	09/12/2019	0.07	22,810
20197011	09/12/2019	0.07	22,810
20190209	09/13/2019	0.05	16,293
20190216	09/17/2019	0.15	48,878
20190309	09/17/2019	1.98	645,185
20190231	09/18/2019	0.61	198,769
20190166	09/23/2019	0.11	35,844
20190201	09/23/2019	0.27	87,980
20190123	09/25/2019	1.77	576,756
20190208	09/25/2019	0.04	13,034
20190245	09/27/2019	0.04	13,034
20190270	10/03/2019	0.3	97,755
20197017	10/08/2019	0.06	19,551
20190196	10/09/2019	0.03	9,776
20190263	10/10/2019	0.12	39,102
20190172	10/11/2019	0.35	114,048
20190293	10/11/2019	0.48	156,408
20190012	10/15/2019	0.07	22,810
20180368	10/18/2019	0.12	39,102
20190207	10/18/2019	0.05	16,293
20190275	10/18/2019	0.11	35,844
20190308	10/18/2019	0.01	3,259
20190250	10/22/2019	1.79	583,273
20190227	10/24/2019	7.28	2,372,195
20190153	10/25/2019	0.02	6,517
20190288	10/25/2019	0.08	26,068
20190301	10/25/2019	0.33	107,531
20190313	10/25/2019	0.31	101,014
20180266	10/28/2019	0.24	78,204
20190331	10/30/2019	0.04	13,034
20190274	11/01/2019	0.23	74,946
20190318	11/01/2019	0.09	29,327
20190347	11/01/2019	0.2	65,170
20190319	11/04/2019	0.04	13,034
20190266	11/06/2019	0.13	42,361
20190284	11/06/2019	0.1	32,585
20190326	11/06/2019	0.05	16,293

Electronic Filing: Received, Clerk's Office 09/30/2020

20190036	11/07/2019	0.11	35,844	
20190322	11/07/2019	1.19	387,763	
20190119	11/08/2019	0.07	22,810	
20190306	11/12/2019	0.27	87,980	
20190292	11/13/2019	0.01	3,259	
20190286	11/19/2019	0.12	39,102	
20190315	11/19/2019	0.28	91,238	
20190340	11/19/2019	0.04	13,034	
20190342	11/20/2019	0.35	114,048	
20190249	11/21/2019	0.03	9,776	
20190321	11/21/2019	0.05	16,293	
20190338	11/21/2019	0.08	26,068	
20190226	11/26/2019	0.76	247,647	
20190268	11/26/2019	0.22	71,687	
20190299	11/27/2019	0.04	13,034	
20190364	12/04/2019	0.03	9,776	
20190325	12/06/2019	0.53	172,701	
20190221	12/09/2019	0.05	16,293	
20190260	12/12/2019	0.03	9,776	
20190187	12/17/2019	0.14	45,619	
20190228	12/17/2019	0.1	32,585	
20190339	12/17/2019	0.04	13,034	
20190283	12/18/2019	0.02	6,517	
20190276	12/30/2019	0.09	29,327	
				2019
				17,711,957
916		Total:	71,409,855	

EXHIBIT 6

SUMMARY OF GI PROGRESS FOR PERMITS ISSUED ADOPTION OF WMO, 2014-2019

	2014	2015	2016	2017	2018	2019	Cumulative Total
WMO GI permits issued	7	107	183	203	209	207	916
Permitted GI DRC (Gallons) Installed*	247,647	8,053,505	8,872,434	12,362,950	6,172,758	1,658,582	37,367,876
Permitted GI DRC (Gallons) Under Construction*	0	104,924	2,551,413	4,170,893	8,665,356	11,864,235	27,356,821
Permitted GI DRC (Gallons) To Be Constructed*	0	0	218,320	876,539	1,401,159	4,189,140	6,685,158
Total DRC (Gallons) Permitted*	247,647	8,158,429	11,642,167	17,410,382	16,239,273	17,711,957	71,409,855

* DRC=Design Retention Capacity. Values reflect status of permits issued in each respective year.

EXHIBIT 7

Kari K. Steele
President
Barbara J. McGowan
Vice President
Frank Avila
Chairman of Finance
Cameron Davis
Kimberly Du Buclet
Marcelino Garcia
Josina Morita
Debra Shore
Mariyana T. Spyropoulos

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

Susan T. Morakalis

General Counsel

312.751.6557 f: 312.751.6598
morakaliss@mwrdd.org

RE: Leasing Metropolitan Water Reclamation District of Greater Chicago ("District") Lands

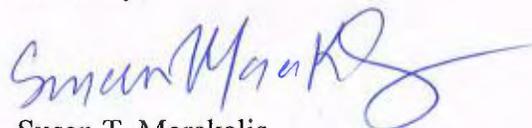
Dear Interested Party:

The documents contained in this brochure are provided to aid you in becoming familiar with the basic policies and procedures of the District's leasing process and the leasing forms used in leasing District-owned lands. The leasing of District lands to private or public entities for non-District use is strictly governed by the leasing statute at 70 ILCS 2605/8 & 8(c). District leases to private entities must be awarded to the highest responsible bidder, pursuant to the receipt of sealed rental proposals (bids) by the applicant following public advertisement of the availability of the real estate for leasing.

The materials included in this brochure, including the lease agreement, are presented for informational purposes only, and the District expressly reserves the right to modify any of the included documents as circumstances and the public interest may require.

Any questions or inquiries regarding the leasing of District real estate may be directed to Mr. Christopher M. Murray, Head Assistant Attorney, of the Real Estate Division, at 312/751-6569, or Mr. Mark L. Dressel, Principal Attorney, at 312/751-6556.

Sincerely,



Susan T. Morakalis
General Counsel

Kari K. Steele
President
Barbara J. McGowan
Vice President
Frank Avila
Chairman of Finance

Cameron Davis
Kimberly Du Buclet
Marcelino Garcia
Josina Morita
Debra Shore
Mariyana T. Spyropoulos

Metropolitan Water Reclamation District of Greater Chicago

100 EAST ERIE STREET CHICAGO, ILLINOIS 60611-3154 312.751.5600

Brian A. Perkovich, P.E.
Executive Director

312.751.7900 f: 312.751.7926
brian.perkovich@mwrđ.org

LEASING DISTRICT REAL ESTATE

Documents and Procedures

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APPRAISAL REQUIREMENTS

COMPREHENSIVE LAND USE POLICY

WATERWAY STRATEGY RESOLUTION

DISTRICT WATERWAYS

**LEASING PROCEDURES
& POLICIES**

PROCEDURES AND POLICIES FOR THE LEASING OF METROPOLITAN
WATER RECLAMATION DISTRICT OF GREATER CHICAGO LANDS
70 ILCS 2605/8 and 8c

1. The term of the lease shall not exceed 39 years, unless a longer term is approved by the District's Board of Commissioners for leases involving a commercial or industrial development where such term is necessary to finance the development, but in no case shall the lease's term exceed 99 years.
2. Fair market value of the underlying fee of the proposed lease is determined by two American Institute of Real Estate Appraisers or similarly qualified appraisers retained and compensated by the lease applicant. The Metropolitan Water Reclamation District of Greater Chicago (District) may engage an additional appraiser.
3. With the prior recommendation of the Executive Director, the Board of Commissioners of the District establishes the fair market value of the fee simple estate underlying the leasehold as well as the minimum initial annual rental to be bid for the leasehold. (Statutory minimum bid is 6% of fair market value. The Board of Commissioners' policy sets the minimum bid at 10% of fair market value and, in special cases, in excess of 10% of fair market value. Fair market value shall be the highest appraised value established by the written appraisals obtained for the proposed transaction.)
4. Notice of the proposed lease shall be published for three consecutive weeks in a newspaper of general circulation within the District. (Display ads in other publications may also be published.)
5. The lease will be awarded to the highest responsible bidder which exceeds the minimum annual rental established by the Board of Commissioners. In determining the responsibility of any bidder, the District may consider, in addition to financial responsibility, any past records of transactions with the bidder and any other pertinent factors, including but not limited to, the bidder's performance or past record with respect to any lease, use, occupancy, or trespass of District or other lands. If there is more than one responsible bid, the Board of Commissioners may authorize and direct the Executive Director to solicit from the 2 highest responsible bidders written amendments to their prior bids, increasing their rental bid proposal by at least 5% in excess of their prior written bid, or otherwise amending the financial terms of their bid so as to maximize the financial return to the District during the term of the proposed lease. Upon the Executive Director's tentative agreement with one or more amended bids, the bids may be submitted to the Board of Commissioners with the recommendation of the Executive Director for acceptance of one or rejection of all. The amendments may not result in a diminution of the terms of the transaction and must result in an agreement that is equal to or greater in value than the highest responsible bid initially received.

6. Decennial rent adjustments will be made after each ten years of the lease on the basis of reappraisal of the fair market value of the fee underlying the leasehold in accordance with the initial appraisal provisions of the Statute (exclusive of improvements) by multiplying the appraisal value by the percentage of fair market value initially bid to win the lease by the tenant. Annual rent adjustments during the interim nine years based upon the percentage of change in the Consumer Price Index or other government activity index will be made.
7. In addition to the fixed annual cash rent, the District may require additional rent to be paid based upon a percentage of the tenant's revenues derived from a lessee's business operations on the leasehold premises or subleases. If the tenant is engaged in the solid waste business, the transportation and disposal of District screenings or sludge will also be required. (These are matters of additional compensation and are not considered in determining the highest bid of an applicant for a lease.)
8. Prior to acceptance of the bid of the highest bidder and before execution of the lease, the bidder shall submit to the Board of Commissioners and Executive Director, for incorporation into the lease, a detailed plan and description of improvements to be constructed upon the leased property, the time within which the improvements will be completed, and the intended use for the leased property. Plans for the use and development of the property and improvements to be constructed thereon must be approved by the District. Compliance with the Board of Commissioners' Water Strategy Resolution and other policies and practices will also be required.
9. No assignment or sublease shall be effective without the prior written consent of the District's Board of Commissioners. The District may consider, for any assignment or sublease, all pertinent factors including the assignee's or sublessee's responsibility in accordance with paragraph (5) of this policy.
10. Bidders which are land trusts must disclose beneficiaries thereof.
11. In the event the successful bidder is not the initial applicant, the successful bidder will pay to the District an additional sum of money equal to the cost of the applicant's appraisals which cost will be refunded to the unsuccessful lease applicant.
12. The District offers all prospective tenants that are awarded leases through competitive bidding the opportunity to participate in the District's Green Infrastructure Program. Participation is voluntary for all private non-governmental entities. Under the program, private entities can receive a credit equal to \$0.50 on the \$1.00, up to 10% of the annual rent owed to the District, capped at the first 10 years of the lease, for expenditures related to pre-approved green infrastructure. Applications are available in the Bid Package.

BID PACKAGE

PUBLIC TENDER OF BIDS TO LEASE FOR _____ YEARS _____ ACRES OF
DISTRICT REAL ESTATE LOCATED _____
ILLINOIS; _____ PARCEL _____

LEASE NUMBER: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Room 508, 100 East Erie Street

Chicago, Illinois 60611

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BOARD OF COMMISSIONERS

HON. KARI K. STEELEPRESIDENT
HON. BARBARA MCGOWANVICE-PRESIDENT
HON. FRANK AVILACHAIRMAN/FINANCE
HON. CAMERON DAVIS
HON. KIMBERLY DU BUCLET
HON. MARCELINO GARCIA
HON. JOSINA MORITA.....
HON. DEBRA SHORE
HON. MARIYANA T. SPYROPOULOS

OFFICERS

BRIAN A. PERKOVICH.....EXECUTIVE DIRECTOR
CATHERINE A. O'CONNOR..... DIRECTOR OF ENGINEERING
MARY ANN BOYLE.....TREASURER
JOHN P. MURRAY.....DIRECTOR OF MAINTENANCE & OPERATIONS
SUSAN T. MORAKALIS.....GENERAL COUNSEL
BEVERLY K. SANDERS DIRECTOR OF HUMAN RESOURCES
JOHN SUDDUTH.....DIRECTOR OF INFORMATION TECHNOLOGY
EDWARD W. PODCZERWINSKI ...DIRECTOR OF MONITORING AND RESEARCH
JACQUELINE TORRES.....DIRECTOR OF FINANCE/CLERK
DARLENE A. LOCASCIO.....DIRECTOR OF PROCUREMENT & MATERIALS
MANAGEMENT

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"Affidavit" to be completed by Bidder	AF-1
Green Infrastructure Program	GI-1 through GI-3

NOTICE

INVITATION TO BID

TO
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR

PUBLIC TENDER OF BIDS TO LEASE FOR THIRTY NINE (39) YEARS _____ ACRES OF DISTRICT
REAL ESTATE LOCATED _____, ILLINOIS; _____ CHANNEL
PARCEL _____

LEASE NUMBER: _____

PROPOSALS ARE DUE: _____

Sealed proposals, endorsed as above, must be deposited in the sealed bid depository located in the lobby of the Metropolitan Water Reclamation District of Greater Chicago Administration Building, 100 East Erie Street, Chicago, Illinois, 60611 from the date of the Invitation to Bid, up to 11:00 A.M. on the bid opening date, and will be opened publicly by the Director of Procurement & Materials Management or her designee at 11:00 a.m. on _____.

NO BIDS WILL BE ACCEPTED AFTER 11:00 A.M. ON THE ABOVE SCHEDULED BID DATE. ALL BIDS FAXED OR ELECTRONICALLY TRANSMITTED TO THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO WILL BE RETURNED TO THE BIDDER. PROPOSALS TRANSMITTED BY U. S. MAIL OR OTHER DELIVERY WILL BE CONSIDERED ONLY WHEN SAID PROPOSALS ARE IN THE DEPOSITORY AT THE TIME FIXED FOR OPENING THEREOF. THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO DOES NOT GUARANTEE THAT THE PROPOSAL RECEIVED BY MAIL OR OTHER DELIVERY WILL BE DEPOSITED IN THE DEPOSITORY IN TIME FOR SUCH OPENING.

The land to be leased is _____ +/- acres of District real estate located _____, Illinois; _____ Channel Parcel _____. Approximately _____ +/- acres *DESCRIBE PARCEL*

The Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago has established the fair market value of the property at \$_____ and the minimum initial annual rental bid at \$_____.

The lease shall be awarded to the highest responsible bidder in accordance with bid procedures set forth by state law 70 ILCS 2605/8c et seq, and subject to the acceptance and approval of the bid by the Board of Commissioners of the District. The highest bidder will be required to provide financial statements and/or other information to establish its financial responsibility.

Specifications, proposal forms and/or plans may be obtained from the Department of Procurement & Materials Management, Room 508, 100 East Erie Street, Chicago, Illinois 60611, Monday - Friday, between 8:45 a.m. and 4:15 p.m. Documents will be mailed in response to a fax request sent to 312-751-3042. Specifications, proposal forms and/or plans are also available for download at the District's website, www.mwrd.org. The path is as follows: Doing Business→Procurement and Materials Management→Contract Announcements. No fee is required for the contract documents.

The District assumes no responsibility for documents sent through the mail. Further, the District assumes no liability or responsibility for the failure or inability of any Bidder to successfully download any and all contract documents, including but not limited to specifications, proposal forms and/or plans, as a result of any type of technological computer and/or software system failure or breakdown that restricts, prohibits or prevents successful downloading of any and all District contract documents by the Bidder, whether caused by the District or other parties, directly or indirectly.

Electronic Filing: Received, Clerk's Office 09/30/2020

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Proposals must be submitted on proposal forms. Proposal forms are to be placed in the special envelope furnished by the Metropolitan Water Reclamation District of Greater Chicago. If proposal forms are downloaded online, the Bidder is responsible to submit the complete set of contract documents. This volume is to remain intact. The Bidder shall place the complete set of contract documents in a sealed envelope clearly marked as follows:

Sealed Bid Depository, MOB Lobby
Metropolitan Water Reclamation District of Greater Chicago
100 E Erie Street
Chicago, Illinois 60611
Proposal For: Lease Number

Failure to submit the complete set of contract documents as specified may render the bid non-responsive and the bid may be rejected.

Bidders are to include with their proposal signed copies of any addenda, or acknowledge receipt of any addenda, if the District issued any addenda to this contract. Failure to do so may be cause for the rejection of any bid. If bidding documents are available online, any addenda issued **will be available online at the District's website, www.mwrd.org**. The path is as follows: Doing Business→Procurement and Materials Management→Contract Announcements. Addenda will also be mailed, delivered, or faxed to each person receiving a set of such contract documents and to such other prospective bidders as shall have requested that they be furnished with a copy of any addenda.

Each proposal must be accompanied by a bid deposit in the form of cash (U.S. currency only), cashier's check, or certified check payable to the Metropolitan Water Reclamation District of Greater Chicago in an amount equal to fifty percent (50%) of the initial annual rental based on bidder's Proposal. **Such checks will be acceptable only if drawn on a bank or savings and loan association.** If the check is not stamped as a "certified" or "cashier's check" on its face, such check must be accompanied by a letter on letterhead of the financial institution and signed by an officer of the financial institution stating that the check is a guaranteed obligation of the financial institution. Any proposal submitted without being accompanied by such bid deposit will not be considered and will not be read after it is publicly opened. Any portion of the bid deposit not applied to the rent will be applied to the security deposit.

The required bid deposit will be forfeited in the event the successful bidder fails to execute a lease agreement within 13 days of its tender. All other deposits will be returned to the respective depositors. The form of the lease currently used for this transaction is available for inspection at the District office identified below.

The successful bidder, if other than the initial applicant, will pay to the District the cost for obtaining the applicant's two (2) appraisal reports, the cost of which will be documented upon execution of the lease. In order for the initial applicant to be reimbursed for its costs in obtaining 2 appraisal reports, said initial applicant must submit a qualifying bid in this matter. In addition, the successful bidder will obtain at his cost a plat of survey and legal description of the subject premises and submit same to the District within 21 days of the award.

The District reserves the right to reject any or all proposals.

The District offers all prospective tenants that are awarded leases through competitive bidding the opportunity to **participate in the District's Green Infrastructure Program**. Participation is voluntary for all private non-governmental entities. Under the program, private entities can receive a credit equal to \$0.50 on the \$1.00, up to 10% of the annual rent owed to the District, capped at the first 10 years of the lease, for expenditures related to pre-approved green infrastructure. If interested, see the *Green Infrastructure Program Information Sheet* included with this Bid Package.

Any potential bidder with questions regarding the meaning of any part of the specifications or other bidding documents should submit such inquiries **online at the District's website, www.mwrd.org**. The path is as follows: Doing Business→Procurement and Materials Management→Contract Announcements. The District will provide an online response to such inquiries, as the District deems appropriate. Strings of appropriate questions and answers regarding the bidding documents will be available online on **the District's website until the bid opening date** of the bidding documents. No questions will be accepted by telephone, fax, email, mail or any other such form of delivery.

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The District does not guarantee the timeliness of responses provided online, nor does the District guarantee that such responses will be provided in adequate time to affect the submission of bids. The District shall provide responses online ONLY if the responses do not interpret or otherwise change the bidding documents.

The District's responses online are NOT official responses and, therefore, are not binding to the bidding documents. Any official interpretation or change to the bidding documents will be made only by addenda duly issued to all plan holders on record by the Director of Procurement & Materials Management.

The District will only respond to questions received online up to ONE WEEK prior to the bid opening date of the bidding documents. The District will not respond to questions received after this date.

The Metropolitan Water Reclamation District of Greater Chicago reserves the right to reject any or all Proposals.

The contact person for this contract is [REDACTED]. This contact person will provide online responses to online inquiries.

METROPOLITAN WATER RECLAMATION DISTRICT OF
GREATER CHICAGO

By: _____
Darlene A. LoCascio
Director of Procurement & Materials Management

(Newspapers and dates of advertisement)

Chicago Tribune: [REDACTED], [REDACTED], and [REDACTED]

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R-1

REQUIREMENTS FOR BIDDING AND INSTRUCTIONS TO BIDDERS

PUBLIC TENDER OF BIDS TO LEASE FOR THIRTY NINE (39) YEARS [REDACTED] +/- ACRES OF DISTRICT REAL ESTATE LOCATED [REDACTED], ILLINOIS; [REDACTED] CHANNEL PARCEL [REDACTED]

The provisions of 70 ILCS 2605/8 and 8c et seq. govern this lease transaction.

Bid proposals must be submitted on the attached "Bid Proposal" and shall be enclosed in an envelope furnished by the Metropolitan Water Reclamation District of Greater Chicago. If proposal forms are downloaded online, the Bidder is responsible to submit the complete set of contract documents. This volume is to remain intact. The Bidder shall place the complete set of contract documents in a sealed envelope clearly marked as follows:

Sealed Bid Depository, MOB Lobby
Metropolitan Water Reclamation District of Greater Chicago
100 E. Erie Street
Chicago, Illinois 60611
Proposal For: Lease Number [REDACTED]

Prior to acceptance of the bid of the highest responsible bidder and before execution of the lease the bidder shall submit to the Board of Commissioners and Executive Director, for incorporation in the lease, a detailed plan and description of improvements to be constructed upon the leased property, the time within which the improvements will be completed, and the intended uses of the leased property.

If there is more than one responsible bid, the Board of Commissioners may award the lease to the highest responsible bidder, or it may authorize and direct the Executive Director to solicit from the 2 highest responsible bidders written amendments to their prior bids, increasing their rental bid proposal by at least 5% in excess of the highest bidder's prior written bid, or otherwise amending the financial terms of their bid so as to maximize the financial return to the Metropolitan Water Reclamation District of Greater Chicago during the term of the proposed lease. Upon the Executive Director's tentative agreement with one or more amended bids, the bids may be submitted to the Board of Commissioners with the recommendation of the Executive Director for acceptance of one or rejection of all. The amendments may not result in a diminution of the terms of the transaction and must result in an agreement that is equal to or greater in value than the highest responsible bid initially received. The initial bid deposits of the three highest responsible bidders will be retained until a lease agreement has been executed. After a lease is executed the remaining unsuccessful bidders' deposits will then be returned to them.

The Metropolitan Water Reclamation District of Greater Chicago reserves the right to reject any or all proposals and to waive technicalities. The leasing agreement shall not be consummated until an award is authorized by the Board of Commissioners. The lease form to be used for this transaction is available for inspection at the Metropolitan Water Reclamation District.

In addition to all applicable laws, ordinances and statutes, the successful bidder must also comply with the provisions of an ordinance, dated February 5, 1985, which was adopted by the Board of Commissioners of the Water Reclamation District to prevent disposition of refuse and solid matter in waterways within the corporate boundaries of the Water Reclamation District, and the Revised Leasing Criteria for the North Shore Channel, and the Waterway Strategy Resolution, which requires, in part, a 60-foot open space setback area on the land to be leased from the top of the bank of the Chicago Sanitary & Ship Canal.

After submitting proposals, bidders shall not withdraw or cancel such proposals, and all sums deposited with such proposals will be held by said District until all the proposals submitted shall have been canvassed. All sums deposited with proposals will then be returned to the respective bidders, except that the sums deposited with the three highest proposals will be further retained until a lease agreement has been executed. After a lease is executed the two remaining unsuccessful bidder's deposits will then be returned to them.

The highest bidder will be required to submit financial statements and/or other information to establish its financial responsibility.

Requirements for Bidding and Instructions to Bidders

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In the event that a bidder withdraws or cancels his proposal, then the sum deposited by said bidder shall be forfeited to the District as liquidated damages, it being now agreed that said sum is a fair estimate of the amount of damages which the District will sustain in case of such a withdrawal or cancellation. The deposit of a bidder to whom the purchase is authorized shall be retained by the District and shall be forfeited in the event the successful bidder fails to deposit the balance of the bid within 13 days of the District's Board of Commissioners accepting and approving the bid.

The successful bidder's bid deposit shall be retained by the District upon execution of the lease agreement and such portion thereof which is not applied to rent will be applied towards the security deposit.

The bidder to whom the lease is awarded shall execute a lease agreement with the District in a form that is currently used by the District. The form of the lease agreement which will be used for this transaction is available for inspection at the office of the Real Estate Division of the Law Department of the Metropolitan Water Reclamation District at the address noted in the Invitation to Bid.

Bidders are cautioned not to condition or qualify their bids by modifying the proposal documents, either by alteration or by supplemental statements. All bids are to be in accordance with these specifications. Bids which are not so will be rejected and the bidders bid deposit shall be forfeited.

Any proposal which indicates multiple or alternate bids shall be deemed a non-responsive bid and will be rejected by the Director of Procurement & Materials Management.

THE BIDDER MUST NOT SEPARATE THE PAGES OF THESE PROPOSAL DOCUMENTS FOR ANY REASON AND REBIND THE PACKET. THIS VOLUME IS TO REMAIN INTACT.

INSERT EXHIBIT

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METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

BID PROPOSAL

PUBLIC TENDER OF BIDS TO LEASE FOR THIRTY NINE (39) YEARS [redacted] +/- ACRES OF DISTRICT REAL ESTATE LOCATED [redacted], ILLINOIS; [redacted] CHANNEL PARCEL [redacted]

LEASE NO. [redacted]

Members of the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago

Ladies and Gentlemen:

The undersigned, hereby certifies that he has examined the Invitation to Bid, "Requirements for Bidding and Instructions to Bidders", and location drawing, all of which are expressly incorporated by reference herein and made a part hereof, and has also examined the premises and the current form of Lease Agreement document used by the Metropolitan Water Reclamation District of Greater Chicago.

The undersigned submits the following information as part of its proposal:

PROPOSED USE OF LAND:

PROPOSED IMPROVEMENTS:

The minimum acceptable initial Annual Rental bid is \$ [redacted].

The undersigned also proposes to lease the advertised tract of land for a term of [redacted] at an initial annual rental in the following amount, to wit:

INITIAL ANNUAL RENTAL _____ DOLLARS
(WRITTEN IN WORDS)

AND _____ CENTS

INITIAL ANNUAL RENTAL

(WRITTEN IN FIGURES)

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BID DEPOSIT: 50% of the initial Annual Rental Bid: \$_____ .00
(write in numeric value)

In the event that there is a discrepancy between the "written in words" and the "written in figures" amounts, the "written in words" amount shall govern.

IMPORTANT: Bid Proposal must be accompanied by a bid deposit in the form of cash (U. S. currency only), cashier's check or certified check payable to the Metropolitan Water Reclamation District of Greater Chicago, in an amount equal to one-half of the annual rental (based on Bidder's Proposal). The bid deposit of the successful bidder shall be first applied to the rent payment obligation under said lease, and any surplus will be applied to the successful bidder's security deposit provision of the lease.

NOTE: In the event the successful bidder is other than the initial applicant, the successful bidder will be required to pay to the Metropolitan Water Reclamation District the cost for the applicant's two (2) appraisal reports as a lump sum payment upon execution of lease.

The successful bidder will obtain and pay the cost of a plat of survey and legal description of the premises prepared by a registered Illinois Land Surveyor and submit same to the District within 21 days of the award of the lease.

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The Bidder hereby accepts the invitation of the Metropolitan Water Reclamation District of Greater Chicago to submit this Proposal with the understanding that it will not be canceled or withdrawn. The Bidder is required to state the legal name of their firm below and fill out the remaining information. Do not use abbreviated versions to state your firm's name. If your firm is a corporation or LLC, your firm must be in good standing and authorized to transact business in the State of Illinois through the Secretary of State Office. Failure to do so may be cause to declare your bid non-responsive.

Dated this _____ day of _____, A.D. 20____.

LEGAL NAME OF FIRM_____

SIGNATURE OF AUTHORIZED OFFICER_____

PRINT NAME OF OFFICER_____

TITLE OF OFFICER_____

ADDRESS_____

TELEPHONE_____ FAX_____

FEDERAL TAX IDENTIFICATION NUMBER_____

ATTEST:

_____ (SEAL)
Signature of Secretary

(Print Name of Secretary)

ALL SIGNATURES SHALL BE IN WRITING, AND NO PROPOSAL SHALL BE CONSIDERED UNLESS SO SIGNED. THE AFFIDAVIT ON THE FOLLOWING PAGE MUST BE FILLED OUT, SIGNED BY THE BIDDER, AND PROPERLY NOTARIZED WHERE INDICATED.

Bidders shall acknowledge receipt of any addenda to this Proposal.

- (a) by signing and returning the addenda with their proposal
- (b) by identifying the addends numbers in the space provided below.

NOTE: By identifying the addenda numbers, the Bidder acknowledges that they have taken into consideration all revisions of each addendum when preparing and submitting the Proposal. If bidding documents are available online, and addenda issued for this contract will be available online at the **District's website**, www.mwrd.org. The path is as follows: Doing Business→Procurement and Materials Management→Contract Announcements. Addenda will also be mailed, delivered, or faxed to each person receiving a set of the contract documents and to such other prospective Bidders as shall have requested that they be furnished with a copy of the addenda.

Addendum No. (s)_____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

AFFIDAVIT

N.B. THE FOLLOWING AFFIDAVIT MUST BE EXECUTED.

State of _____)
) SS:
County of _____)

_____, being duly sworn, says that he/she is:

- (STRIKE OUT TWO WHICH DO NOT APPLY) 1) Sole Proprietor of _____;
2) A member of the Partnership d/b/a _____
3) An officer of a corporation _____

hereinafter called "Bidder".

He further says that said Bidder is the bidder named in the attached proposal; that such proposal is genuine and that said Bidder has not, directly or indirectly, conspired, combined, confederated, or agreed with any other person, officers, agents, or committee of any association, organization or corporation, to prevent free competition in the letting of the contract for the work covered by the aforesaid proposal, or to fix the bid price or any item or factor thereof, or to induce any person not to enter into such competition, or to do any illegal act injurious to the public trade.

That the Bidder or anyone acting for said Bidder has not colluded or had any secret understanding to defraud the Metropolitan Water Reclamation District of Greater Chicago, whereby it will sustain a loss.

That said Bidder has not entered into any agreement or combination, the purpose of which is to create a monopoly or to establish a boycott or blacklist, and that said Bidder has not, directly or indirectly, submitted said proposal, or the contents thereof, or divulged, information or data relative thereto, to any organization, association or corporation, or to any officer, agent or committee thereof.

That the Bidder, its officers, members of its board of directors and persons owning or controlling 20 percent or more of the Bidder's outstanding shares, have not, in the five years prior to bidding, been convicted, made an admission of guilt or entered a plea of nolo contendere to any of the following acts: committing or attempting to commit bribery, bid-rigging, price fixing, or defrauding a unit of government.

Signature

SUBSCRIBED AND SWORN TO
before me this _____ day of
_____, 20____A.D.

Notary Public

GREEN INFRASTRUCTURE PROGRAM INFORMATION SHEET

The District offers all prospective tenants that are awarded leases through competitive bidding the opportunity to participate in the District's Green Infrastructure Program. Participation is voluntary for all private non-governmental entities. Under the program, private entities can receive a credit equal to \$0.50 on the \$1.00, up to 10% of the annual rent owed to the District, capped at the first 10 years of the lease, for expenditures related to pre-approved green infrastructure. To obtain such a credit, simply:

- 1) Fill out the *Green Infrastructure ("GI") Program Form* that is included with this Information Sheet.
- 2) Upon being awarded the lease by the District's Board of Commissioners, promptly submit the form by mail or e-mail to:

Metropolitan Water Reclamation District of Greater Chicago
Engineering Department, Local Sewers Section
111 E. Erie St., 6th Floor
Chicago, Illinois 60611
Attn: Dan Feltes, Principal Civil Engineer
feltesd@mwrld.org

with a copy to:

Metropolitan Water Reclamation District of Greater Chicago
Law Department, Real Estate Division
100 E. Erie St., 3rd Floor
Chicago, Illinois 60611
Attn: Christopher Murray, Senior Attorney
christopher.murray@mwrld.org

- 3) Once signed or stamped by the District's Engineering Department, promptly submit the approved form to the District's Law Department, Real Estate Division, so that it may be attached as an exhibit to the lease. For participants in this voluntary program, the form must be approved by the District before the lease can be signed.
- 4) Once the lease is fully executed and upon occupancy, install and maintain green infrastructure on your leasehold (or other approved location in the same municipality) in the manner provided for in your approved form.
- 5) After green infrastructure is installed, promptly submit a written letter requesting the amount of credit that should be applied towards your annual rent. The letter should be delivered to the District's Law Department, Real Estate Division. Be sure to attach invoices itemizing all green infrastructure expenditures for which you are seeking credit towards payment of your annual rent. If the credit requested exceeds 10% of your annual rent, it will be applied, if approved, towards the next year's rent, and so forth, for up to the first 10 years of the lease, until the amount approved is fully credited. Credit will only be given for expenditures pertaining to pre-approved green infrastructure.

You will need to consult your lease agreement for a full list of terms and conditions. Please note in particular that no credit will be given for preexisting site conditions, nor for expenditures pertaining to green infrastructure that is required to be installed under the District's Watershed Management Ordinance or otherwise required by law or District policy. Also, a *Green Infrastructure ("GI") Program Annual Certification* will have to be filled out, signed, and submitted to the District's Law Department, Real Estate Division, on each anniversary of the date of the lease. The *Certification* is also included with this Information Sheet.

Metropolitan Water Reclamation District of Greater Chicago
Green Infrastructure ("GI") Program Form
(Complete All Applicable Sections Fully)

- 1) Lessee's Name: _____
- 2) Leased Premises: •Address: _____ •District Channel Atlas Parcel No.: _____
 Street City/Township
 •Approx. # of acres: _____ •Approx. surface area of impervious surfaces (e.g., paved surfaces, rooftops): _____ sq. ft.

- 3) Location of GI: (check one box) on Leased Premises off-site both
 •If off-site, address where GI will be installed: _____
 Street City/Township Permanent Index Number
- 4) Do you have Green Infrastructure Project Plans stamped by a licensed professional engineer? Yes No

•If yes, enclose your Project Plans with this form. The Plans must specify the maximum available retention capacity of the project in any individual storm event, and the calculations used to determine the project's retention capacity in gallons.
 •If no, refer to the chart below to determine your GI project's Design Retention Capacity ("DRC"). A site drawing that adequately depicts the location of all buildings, impervious surfaces, and proposed GI, as well as a cross-section detail of the proposed GI, must be enclosed with this form.

Technology	Quantity	Unit	DRC (In gallons)
Rain Gardens	100	sq. ft.	200
Native Plants/Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

- 5) Technology, Quantity, and DRC in gallons to be provided: (check each applicable box and fill in each corresponding blank)

- Rain Gardens (Quantity: _____ sq. ft.) (DRC: _____ gallons)
 Native Plants/Landscaping (Quantity: _____ sq. ft.) (DRC: _____ gallons)
 Stormwater Trees (Quantity: _____ trees) (DRC: _____ gallons)
 Porous Pavement (Quantity: _____ sq. ft.) (DRC: _____ gallons)
 Bio-Swales (Quantity: _____ sq. ft.) (DRC: _____ gallons)
 Green Roofs (Quantity: _____ sq. ft.) (DRC: _____ gallons)
 Greenways (Quantity: _____ sq. ft.) (DRC: _____ gallons)
 Other (specify): _____ (Quantity: _____ sq. ft.) (DRC: _____ gallons)

- 6) **FOR PUBLIC (GOVERNMENTAL) LEASES ONLY: Calculations:** Public lease tenants must provide volume control storage equal to the capture of 1-inch of runoff (or .083 feet) from impervious surfaces located or to be located on the Leased Premises or 5,000 gallons per leased acre, whichever results in greater retention. All public lease tenants must fill in the blanks for each of the following calculations to determine which method results in greater retention:

- Method 1 = _____ sq. ft. of impervious surfaces x 0.083 ft. x 7.48 gallons per cubic foot = _____ gallons
 •Method 2 = _____ acres being leased x 5,000 gallons per leased acre = _____ gallons

- 7) **FOR PRIVATE (NON-GOVERNMENTAL) LEASES ONLY: Credit:** The District offers its private lease tenants a credit equal to 50¢ on the dollar, up to 10% of the annual rent owed, for the first 10 years of their lease with the District for expenditures pertaining to approved GI. Consult your lease agreement for a full list of exclusions and reservations. All requests for credit must a) be in writing, b) state the total credit requested in a given rental year, c) be accompanied by official invoices indicating the amount of such expenditures, and d) be promptly delivered to the Metropolitan Water Reclamation District of Greater Chicago, 100 East Erie, 3rd floor, Chicago, IL 60611, Attn: Law Department, Real Estate Division.

- 8) **Watershed Management Ordinance ("WMO"):** GI provided herein must be above and beyond what is required under the District's WMO. Article 503 of the WMO, in particular, requires non-residential development or redevelopment greater than 1/4 acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. If the WMO requirements apply to the leased premises, provide:

•WMO Permit No(s): _____ •Volume Control in Gallons Required under WMO: _____

- 9) Completion date when all GI will be installed: ____ / ____ / 20____

CERTIFICATION: I certify that I am an authorized representative of Lessee, that the information contained in this form and its attachments is true and correct to the best of my knowledge, and that the GI referenced herein is not a pre-existing site condition nor required by federal, state, or local law, including the District's ordinances and policies other than the GI provisions contained in the District's Comprehensive Land Use Policy.

Date: _____ Signature: _____
 Printed Name: _____
 Title: _____

For MWRD Use Only:
 The tenant is authorized to install GI at the location, and in the manner, indicated on this form and its attachments.
 Approved By: _____ Date: _____

METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Green Infrastructure ("GI") Program Annual Certification

1) Lessee's Name: _____

2) Date of Lease Agreement: ____/____/20____

3) Check box indicating where GI was installed: (check one)

Leased Premises Off-Site

4) Address of Leased Premises or Off-Site GI:

Street	City/Township	District Channel Atlas Parcel No. or PIN
--------	---------------	--

5) Please attach to this Certification photographs taken within the last six months depicting the approved green infrastructure installed on the leased premises or off-site location.

As an authorized representative of Lessee, I hereby certify that the green infrastructure that was installed at the above-referenced premises as part of the District's Green Infrastructure Program continues to this day to be maintained in as good a condition as it was when it was originally installed pursuant to the Green Infrastructure Program form submitted by Lessee, or its predecessor, that was approved by the District. I further certify that the photographs attached to this Certification truly and accurately depict such green infrastructure, and that the photographs were taken within the six months preceding the date of this Certification.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

COMMERCIAL LEASE

DOCUMENT PREPARED BY AND AFTER
RECORDING, RETURN TO:

Metropolitan Water Reclamation District
Of Greater Chicago
Law Department/Real Estate Division
100 E. Erie St., 3rd Floor
Chicago, IL 60611
Attn:

P.I.N.s:

This space reserved for recorder's use only

CMM:

REV. 3-20-19

LEASE AGREEMENT
(Commercial Form)

THIS INDENTURE is made this _____ day of _____ 20____, by and between the METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO, a body corporate and politic organized and existing under the laws of the State of Illinois, with principal offices at 100 East Erie Street, Chicago, Illinois 60611 (**hereinafter designated "Lessor" or "District"**), and [INSERT TENANT NAME], a [STATE] corporation, with principal offices at [INSERT ADDRESS] (**hereinafter designated "Lessee"**).

WITNESSETH THAT:

ARTICLE ONE

1.01 PREMISES LEASED

Lessor, for and in consideration of the rents hereinafter reserved and of the covenants and agreements hereinafter contained, pursuant to 70 ILCS 2605/8 and 8c, does hereby demise and lease unto Lessee, for those purposes as more specifically described in Article Three, Paragraph 3.07 hereof, all of the premises legally described and depicted in the plat of survey attached hereto as Exhibit A and further depicted in the aerial photograph attached hereto as Exhibit B, said premises being located in the County of Cook and State of Illinois and consisting of sq. feet/acres of vacant/improved real estate and commonly known as:

For the purposes of this Lease, the terms "Leased Premises", "Leasehold Premises", "Demised Premises", or similar terms may be used interchangeably, and shall be used synonymously to mean the real property which is the subject hereof and any improvements located thereon at the time of leasing or placed thereon by Lessee during the term of this Lease.

1.02 TERM OF LEASE

The term of this Lease is ____ years, beginning on the ____ day of _____ A.D., 20____, and ending on the ____ day of _____, A.D., 20____, unless said term shall end sooner under the provisions hereof.

1.03 LEASE EXECUTED BY LESSOR WITHOUT WARRANTIES

It is expressly covenanted and agreed by the parties hereto that Lessor executes and delivers this Lease without representation or warranties concerning **Lessor's title to the** Demised Premises and authority to execute this Lease, the size of the Demised Premises, the useable areas of the Demised Premises, and building and zoning laws affecting the Demised Premises. Lessee has examined the title to the **Demised Premises and Lessor's authority to enter into this Lease, the size of the** Demised Premises, and the useable areas of the Demised Premises, and is satisfied therewith. Lessee has further examined the building and zoning laws concerning the Demised Premises and is satisfied that it may construct the improvements which are hereinafter set forth in Section 6.01 of this Lease and that said Lessee may use the Demised Premises in accordance with the uses set forth in Section 3.07 of this Lease:

- A. In the event on the date hereof or any time hereafter, the building and zoning laws do not permit the use set forth in Section 3.07 hereof or the construction set forth in Section 6.01 hereof, Lessee agrees, at its own expense within one (1) year of the date of this Lease, to take such action as may be necessary to obtain such zoning change and building permits;
- B. The failure of Lessee to obtain such zoning change as may be necessary and/or such building permit within one (1) year of the date of this Lease, shall be cause for immediate cancellation of this Lease, at the option of Lessor, provided, however, in this event, all rents due or coming due hereunder shall abate as of the date of the cancellation of this Lease pursuant to this subsection.

1.04 EFFECT OF CONDEMNATION OF DEMISED PREMISES

It is expressly covenanted by the parties hereto that in the event of any condemnation of the Demised Premises herein leased, or any part thereof, the entire condemnation award shall be the sole property of Lessor, except for the actual value of the improvements made by Lessee during this Lease as of the date of the final judgment order in said condemnation proceedings; that Lessee shall be entitled only

to a decrease in the rent reserved by percentage in relation to the whole tract to the part taken; and in the event the whole tract is taken or so much of the tract is taken as to prohibit the operation or use of the Demised Premises by Lessee for the purpose set forth in Section 3.07 hereof on the portion remaining impracticable, Lessee shall be entitled to the cancellation of this Lease.

ARTICLE TWO

2.01 RENT AND ADDITIONAL COMPENSATION

Lessee covenants and agrees, in consideration of the leasing of the Demised Premises, to pay to Lessor as rent for the Demised Premises:

- A. BASIC ANNUAL RENTAL PAYMENT: During the ten-year period from _____, 20__ through _____, 20__, the annual rental shall be _____ AND NO/100 DOLLARS (\$ _____) per annum, payable in annual installments each, to be due on the ___ day of every _____ during the term hereof with the first installment being due on the ____ day of _____, 20__. The annual rent for the first year shall be equal to _____% of the appraised fair market value of the fee simple estate of the land upon which the Demised Premises is located. The annual rent so established shall remain in force and effect for a period of ten (10) years, subject to adjustments as hereinafter provided. Lessee has deposited \$_____,000.00 with Lessor as its bid deposit in connection with this Lease on _____, 20__. **Lessee's bid deposit shall be applied toward its first annual rental payment in the amount of \$_____.00 due _____, 20__.** Lessee therefore owes \$_____.00 on _____, 20__, as its remaining portion of its annual rental payment for the period of _____, 20__, through _____, 20__.
- B. TEN-YEAR PERIODIC RENTAL ADJUSTMENT: Reappraisal on each periodic ten-year anniversary following the effective date of this Lease, and every ten-year periodic anniversary thereafter shall be made. The fixed annual rental to be paid by Lessee to Lessor for the next ten-year period shall be adjusted and predetermined in accordance with the conclusions of a review of the fair market value of the fee simple estate upon which the Demised Premises is located, (independent of the improvements constructed by Lessee on the property subsequent to the effective date of this Lease) in accordance with 70 ILCS 2605/8c by not less than two (2) appraisals prepared by appraisers who are members of the American Institute of Real Estate Appraisers or a similar equivalently recognized professional organization, which shall be

procured and paid for by Lessee and delivered to Lessor. The annual rental payment for each following ten-year period will be increased by multiplying the fair market value of the fee simple estate upon which the Demised Premises is located by the same percentage used to determine the annual rental payment for the first ten-year period. Lessor shall have the right to procure and pay for a third appraisal, which may be considered in determining the fair market value of the fee simple estate. The fair market value of the fee estate and the rental for the Demised Premises shall be established by the Board of Commissioners of Lessor. Such fair market value shall not be less than the lowest appraisal nor higher than the highest appraisal, including the appraisal, if any procured, by Lessor. The appraisals required of Lessee shall be made and dated within the last ninety (90) days of the ten-year period of this Lease which will be expiring. Said appraisals shall be delivered to Lessor not later than forty-five (45) days prior to the end of the ten-year period. In the event that fair market value and/or the annual rent for the next ten-year period has not been established by the Board of Commissioners of Lessor before the commencement of any new period, Lessee shall continue to pay the annual rent established for the last year of the prior ten-year period until such reappraisal and decennial rent adjustment. (Annual rent adjustments shall also apply to any deferred decennial rent adjustment, which is not made in a timely manner). ALL TEN-YEAR PERIODIC ANNUAL RENT ADJUSTMENTS PURSUANT TO THIS SUBPARAGRAPH, WHEN EXECUTED SHALL BE MADE WITHOUT REGARD TO THE ANNUAL RENT IN EFFECT FOR THE LAST YEAR OF THE PRECEDING TEN-YEAR PERIOD. Upon the establishment of fair market value and the adjusted annual rental to be paid for that ten-year period, at any time later than the end of any period of this Lease, such fair market value and rent shall take effect as of the first (1st) day of the period; Lessee shall, within thirty (30) days, after notice, pay such additional rent as may be required if fair market value is higher than the previous period; if fair market value is lower than the previous period, Lessee shall be given credit to apply on the next rental payment when said payment is due. This subparagraph is limited in scope to rent increases. No adjustment to rent as provided herein shall ever result in a decrease in the amount of annual rent owed to the District.

(1) TEN-YEAR PERIODIC RENTAL ADJUSTMENT OF LEASEHOLDS CONSISTING OF IMPROVED (AT THE TIME OF LEASING) REAL ESTATE

The foregoing to the contrary notwithstanding, where Lessee, at the commencement of this Lease, occupies real

estate with Lessor-owned improvements already constructed and in place upon the Demised Premises, all decennial reappraisals of the Demised Premises for the purpose of making a decennial rental adjustment shall be appraised as improved with all improvements in place and **"as-is" and "as-found."**

In the event that Lessee shall, with Lessor's approval, demolish any improvement in existence on the Demised Premises at the time same is demised to Lessee, and replace it either in kind or in specie during the term hereof, all decennial appraisals shall ascribe a value to the replacement improvement for purposes of the appraisal equal to its original cash purchase price, less depreciation, plus the depreciated value of the original improvement at the time of its removal. All valuations of the replacement **improvement shall be made using the "replacement" cost rather than "market value" approach. Any improvement** removed by Lessee must be removed and not replaced for a period of ten (10) consecutive years before the value of such improvement may be disregarded in a subsequent decennial appraisal. If a decennial appraisal occurs before ten (10) full years has elapsed, then the depreciated value of the improvement (whether original or replacement) at the time of its removal shall be included in the appraisal for that ten-(10) year term.

In the event Lessee shall demolish any improvement in existence on the Demised Premises at the time same is demised to Lessee and not replace same, any decennial appraisal shall include the depreciated fair market value of the improvement until at least ten (10) years shall have expired.

- C. All annual rental payments required to be made by Lessee hereunder, shall be paid in _____ installment(s), in advance, to be due on the ____ day of every _____, during the term of this Lease, with the first installment being due on the _____ day of _____, 20____.
- D. INTERIM ANNUAL RENTAL PAYMENT ADJUSTMENTS. On the first- through ninth-year anniversary of the effective date of this Lease, and the first to ninth-year anniversary of a decennial rent adjustment, the annual rent to be paid by Lessee to Lessor shall be adjusted by multiplying the initial annual rental or the rental in effect for the previous one-year term (except for the one-year period following a decennial rent adjustment based on

appraisals as set forth in Paragraph 2.01 Section (b) hereof) by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established for the month of October immediately preceding the term of this Lease (in the case of the first annual rental adjustment hereunder) and every October thereafter during the term hereof. In the event the Consumer Price Index is discontinued, the Board of Commissioners of Lessor shall, in its sole discretion, select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area. If the percentage of change in the CPI decreases to an amount less than zero for any given year, then the change will be treated as zero percent for that year and in no event shall the annual rent decrease from the rental in effect for the previous one year term.

E. ADDITIONAL COMPENSATION -- (NON-RENT):

- (1) Cash: In addition to the foregoing cash rent to be paid by Lessee to Lessor, Lessee shall pay in cash to Lessor 0 percent (0 %) of the gross revenues generated **by Lessee's** use of or activities on the Demised Premises.

On each anniversary of the effective date of this Lease, Lessee shall furnish to Lessor an audited and certified statement of all items of income **attributable to Lessee's use of the** Demised Premises and simultaneously remit its check to Lessor in an amount equal to the aforesaid percentage multiplied by the audited and certified statement for that one-year period. All such audited and certified statements shall be subject to confirmation by Lessor. Lessee shall furnish all original books and records or certified copies thereof necessary to confirm such statements, upon reasonable demand by Lessor, at no cost to Lessor.

- (2) Services: In the event Lessee is engaged in the business of solid waste disposal (whether on the Demised Premises or elsewhere), as additional consideration for the granting of this Lease, Lessee covenants and agrees to collect from those facilities and installations of Lessor, as **designated by Lessor's** Executive Director, transport and dispose of 0 **tons/cu. yds. of Lessor's solid waste, including, but**

not limited to dewatered sludge, grit, screenings refuse, and other non-hazardous solid wastes, in a **lawful manner, at Lessee's sole** cost, risk, and expense.

NOTE: THE VALUE OF ADDITIONAL COMPENSATION REQUIRED TO BE PAID FOR SERVICES PERFORMED BY LESSEE PURSUANT TO THIS SUBPARAGRAPH E SHALL NOT BE CONSIDERED IN DETERMINING THE HIGHEST RESPONSIBLE BIDDER FOR LEASE AWARD PURPOSES.

- F. In addition, Lessee shall pay all administrative and legal costs incurred by Lessor in collecting any arrearage in rent including, but not limited, to payment for legal work for the preparation of lawsuits and for the issuance of notices.

ARTICLE THREE

GENERAL PROVISIONS

3.01 INTEREST ON RENT NOT PAID WHEN DUE

Lessee agrees that any and all installments of rent accruing under the provisions of this Lease, which shall not be paid when due, shall bear interest at the rate of two percent (2%) per annum in excess of the prime rate charged by a principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the day when the same is or are payable by the terms of this Lease, until the same shall be paid; provided if any installment or installments of said rent shall become due on a Sunday or legal holiday the same shall be paid without interest on the next succeeding regular business day.

3.02 RENT RESERVED TO BE LIENS ON ALL BUILDINGS, ETC. ERECTED ON DEMISED PREMISES

It is agreed by Lessee that the whole amount of rent reserved and agreed to be paid for the Demised Premises and each and every installment thereof shall be and is hereby declared to be a valid lien upon all buildings and other improvements on the Demised Premises or that may at any time be erected, placed, or put on the Demised Premises by Lessee and upon the interest of said Lessee in this Lease and in the Demised Premises hereby leased.

3.03 FORCIBLE COLLECTION OF RENT BY LESSOR NOT TO AFFECT RELEASE OF OBLIGATIONS

It is expressly understood and agreed that the forcible collections of the rent by any legal proceedings or otherwise by Lessor or any other action taken by Lessor

under any of the provisions hereof, except a specific termination or forfeiture of this Lease, shall not be considered as releasing Lessee from its obligation to pay the rent as herein provided for the entire period of this Lease.

3.04 WAIVER OF COUNTERCLAIM

In the event Lessor commences any legal proceedings for non-payment of rent, forcible detainer, or violation of any of the terms hereof, Lessee will not interpose any counterclaim or set off of any nature or description in any such proceedings.

3.05 RIGHT OF LESSOR TO RE-ENTER DEMISED PREMISES UPON EXPIRATION OF NOTICE

It is understood and agreed by and between the parties hereto that if Lessee shall default in the payment of any of the rent herein provided for upon the day the same becomes due and payable, and such default shall continue for thirty (30) days after notice thereof in writing given by Lessor or its agent or attorneys to Lessee in the manner hereinafter provided, or in case Lessee shall default in or fail to perform and carry out any of the other covenants and conditions herein contained, and such default or failure shall continue for sixty (60) days after notice thereof and provided that Lessee has not initiated corrective action with respect to the default which is the subject of said notice within the initial thirty (30) days of said notice in writing given in like manner, then and in any and either of such events, it shall and may be lawful for Lessor, at its election, at or after the expiration of said thirty (30) days or said sixty (60) days (as the case may be) after the giving of said notice to declare said term ended, either with or without process of law, to re-enter, to expel, remove, and put out Lessee or any other person or persons occupying the Demised Premises, using such force as may be necessary in so doing, and repossess and restore Lessor to its first and former estate, and to distrain for any rent that may be due thereon upon any of the property of Lessee located on the Demised Premises, whether the same shall be exempt from execution and distress by law or not; and Lessee, for itself and its assigns, in that case, hereby waives all legal right, which it now has or may have, to hold or retain any such property, under any exemption laws now in force in this State, or any such property, under any exemption laws now in force in this State, or in any other way; meaning and intending hereby to give Lessor, its successors and assigns, a valid lien upon any and all the goods, chattels or other property of the Lessee located on the Demised Premises as security for the payment of said rent in a manner aforesaid. And if at the same time said term shall be ended at such election of Lessor, its successors or assigns, or in any other way, Lessee for itself and its successors and assigns, hereby covenants and agrees to surrender and deliver up the Demised Premises and property peaceably to Lessor, its successors or assigns, immediately upon the termination of said term as aforesaid; and if Lessee or the successors or assigns of Lessee shall remain in possession of the same on the day after the termination of this Lease, in any of the ways above named, it shall be deemed guilty of a forcible detainer of the Demised Premises under the statutes and shall be subject to all the conditions and provisions above named, and to eviction and removal, forcible or otherwise, with or without process of law, as above stated.

3.06 LESSEE TO PAY TAXES, ASSESSMENTS AND WATER RATES

As a further consideration for granting this Lease, Lessee further covenants, promises and agrees to bear, pay and discharge (in addition to the rent specified) on or before the penalty date, all water rates, taxes, charges for revenue and otherwise, assessments and levies, general and special, ordinary and extraordinary, of any kind whatsoever, which may be taxed, charged, assessed, levied or imposed upon the Demised Premises or upon any and all of which may be assessed, levied or imposed upon the Demised Premises estate hereby created and upon the reversionary estate in the Demised Premises during the term of this Lease.

And it is further understood, covenanted and agreed by the parties hereto that all of said water rates, taxes, assessments and other impositions shall be paid by said Lessee before they shall respectively become delinquent, and in any case within adequate time to prevent any judgment, sale or forfeiture. Lessee shall submit to Lessor proof of payment of the real estate tax applicable to the Demised Premises property within sixty (60) days of the date said tax is due.

3.07 USE OF DEMISED PREMISES

It is understood that the Demised Premises is to be used by said Lessee for the sole and exclusive purpose of

and for no other purpose whatsoever.

3.08 PROHIBITED USES AND ACTIVITIES

Lessee specifically agrees not to use the Demised Premises or any part thereof, or suffer them to be used for tanneries, slaughter houses, rendering establishments, or for any use of similar character or for gambling in any form, or for the conducting thereon of any business which shall be unlawful. Lessee also specifically agrees that no alcoholic beverages of any kind shall be sold, given away, or consumed with the knowledge and consent of Lessee on the Demised Premises unless this Lease is for a term of more than twenty (20) years and then only with the prior written consent of **Lessor's Board of Commissioners and the furnishing of dram shop insurance or other** applicable insurance protection, with respect to such activities with policy limits, form and carrier approved by Lessor and naming Lessor, its Commissioners, officers, agents and employees as additional insureds, said insurance shall provide that said policy shall not be canceled without twenty (20) days advance written notice thereof, in addition to any insurance provided pursuant to paragraph 4.03 for which Lessor is the named insured. Hunting and the manufacture, sale, distribution, discharge, and unauthorized use of guns and firearms on the Demised Premises is expressly prohibited.

3.09 LESSEE TO YIELD UP DEMISED PREMISES, ETC., UPON EXPIRATION OF LEASE
AND DEMOLISH ANY IMPROVEMENTS IF NOTIFIED BY LESSOR

Lessee agrees at the expiration of the term hereby created or the termination of this Lease under the provisions hereof, to yield up the Demised Premises, together with any buildings or improvements which may be constructed or placed upon the Demised Premises, to Lessor in as good condition as when said buildings or improvements were constructed or placed thereon, ordinary wear and tear excepted. Lessee agrees to remove any and all storage tanks from the Demised Premises, including aboveground and belowground storage tanks, and restore the Demised Premises to TACO Tier I Residential Standards set forth in 35 IAC 742.500 and as may be amended prior to the expiration of the Lease **and also in accordance with Lessee's** long-term site remediation plan dated _____ and prepared by _____ attached hereto and made a part hereof as Exhibit _____ (IF APPLICABLE). Lessee agrees to remove any and all asbestos contained on Demised Premises prior to the expiration of the Lease, including but not limited to, asbestos contained in any fixture, improvements or buildings located on the Demised Premises. One-hundred-twenty (120) days prior to the expiration of this Lease, Lessor will determine which, if any, improvements on the Demised Premises shall be demolished. Lessee will, upon receipt of ninety (90) days advance written notice, demolish at **Lessee's sole cost and expense** the improvements identified by Lessor. It is expressly **understood that Lessor's failure to make said determination one-hundred-twenty (120) or more days prior to the expiration of this Lease shall in no way act as a waiver of Lessee's obligation to demolish or remove such improvements at Lessee's sole cost and expense** upon receiving written notice from Lessor. This requirement of Lessee to demolish said improvements shall survive expiration or termination of this Lease Agreement. Should Lessee fail to demolish the improvements after notice, Lessor will have these improvements demolished and Lessee will be required to pay all costs therefor.

3.10 FAILURE OF LESSOR TO INSIST ON PROVISIONS
NO WAIVER

Lessee covenants and agrees that if Lessor shall one or more times waive its right to insist upon prompt and satisfactory performance according to the terms of this Lease of any of the obligations of Lessee, no such waiver shall release Lessee from its duty promptly and strictly to satisfy at all times after such waiver each and every obligation arising under the provisions of this Lease, and especially any of such provisions with respect to which such waiver may previously have been made by Lessor as aforesaid; and Lessee covenants and agrees that if Lessor shall for any length of time waive any right or rights accruing to Lessor under the provisions of this **Lease, such waiver shall be construed strictly in Lessor's favor and shall not estop** Lessor to insist upon any rights, subsequently accruing to it under this Lease not in terms specifically waived; and Lessee covenants and agrees that if Lessee violates any of the obligations under this Lease, no waiver by Lessor of its right to take advantage of such violation shall estop Lessor from insisting upon its strict rights in case of and as to any subsequent violation by Lessee of the same or any other

obligation; and Lessee covenants and agrees that this provision of this Lease shall apply especially (but not exclusively) to the right of Lessor to require prompt payment of the rent in this Lease and that neither acceptance by Lessor of any payment of any other unpaid installment or installments of rent, nor any endorsement or statement on any check or letter accompanying any check or payment be deemed an accord and satisfaction and Lessor may accept such check or payment without prejudice to **Lessor's right to recover the balance of rent or pursue any other remedy provided in this Lease.**

3.11 VARIOUS RIGHTS, CUMULATIVE, ETC.

Lessee agrees that the various rights and remedies of Lessor contained in this Lease shall be construed as cumulative, and no one of them as exclusive of the other or exclusive of any rights or remedies allowed by law, and that the right given in this Lease to Lessor to collect any additional rent, monies or payments due under the terms of this Lease by any proceedings under this Lease or the right herein given Lessor to enforce any of the terms and provisions of this Lease, shall not in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended, as herein provided, upon the default of Lessee, or failure of Lessee to perform and carry out, all of the provisions in this Lease provided to be performed and carried out by Lessee.

3.12 RIGHT TO MORTGAGE DEMISED PREMISES INTEREST

- A. Lessee is hereby expressly given the right at any time and from time to time, to mortgage its leasehold interest in the Demised Premises, by mortgage or trust deed, but any such mortgage or trust deed shall in no way create any lien or encumbrance on the fee of the Demised Premises and the interest of Lessor therein and the interest of Lessor in any improvements which may be placed on the Demised Premises by Lessee; and it is further mutually covenanted and agreed that the mortgagee or trustee in any such mortgage or trust deed and the holder or owner of the indebtedness secured by said mortgage or trust deed shall not be personally liable upon the covenants in the Lease unless and until it or its assignee(s) shall acquire the Demised Premises estate created by this Lease. It is further covenanted and agreed that any mortgage or trust deed must be paid in full and a duly executed and recordable release thereof issued therefor prior to the expiration of the term of said Lease.
- B. DEMISED PREMISES MORTGAGEE - TAX ESCROW: If any Demised Premises Mortgagee while the holder of any Leasehold Mortgage with respect to the Demised Premises shall require Lessee to deposit with such Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments against the Demised Premises pursuant to

Paragraph 3.06 hereof, Lessee may make such deposits directly with said Mortgagee, provided, however, that such Demised Premises Mortgagee or Lessee shall notify Lessor of said requirement **in advance of Lessee's making the first such deposit and Lessee or Lessee's Mortgagee documents to Lessor's** satisfaction the fact of the establishment and annual maintenance of the required escrow deposits hereunder. In any event, where Lessee is required to deposit with the Demised Premises Mortgagee the amounts necessary to pay the general real estate taxes and/or special assessments, the same to be paid as and when the same become due and payable, and Lessee shall cause to be delivered to Lessor the receipted bills or photostatic copies thereof showing such payment within thirty (30) days after such receipted bills shall have been received by Lessee.

3.13 DISCLOSURE OF LEASE TO COUNTY TAX ASSESSOR AND RECORDING OF LEASE WITH THE RECORDER OF DEEDS

Within thirty (30) days from the effective date of this Lease, Lessee shall deliver to the Assessor of the County in which the Demised Premises is situated a copy of this Lease so that said Assessor can take such steps as he determines necessary to subject the interest of Lessee to general real estate taxation and will record this Lease with the Recorder of Deeds of the county in which the Demised Premises is situated.

3.14 NO NUISANCE PERMITTED

Lessee covenants and agrees not to maintain any nuisance on the Demised Premises or permit any noxious odors to emanate from the Demised Premises which shall be in any manner injurious to or endanger the health, safety and comfort of the persons residing or being in the vicinity of the Demised Premises.

3.15 DEMISED PREMISES TO REMAIN CLEAN AND SANITARY

Lessee covenants and agrees to keep the Demised Premises in a clean and sanitary condition in accordance with all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises is located), the State of Illinois, the United States of America, and the Metropolitan Water Reclamation District of Greater Chicago.

3.16 LESSEE SHALL ABIDE BY LAW

Lessee covenants and agrees that it shall abide by any and all applicable laws, ordinances, statutes and regulations of the county, city, village, town, or municipality (wherein the Demised Premises is located), the State of Illinois, the United States of America, and enforcement and regulatory agencies thereof and the Metropolitan

Water Reclamation District of Greater Chicago which regulate or control the Demised Premises, Lessee **and/or Lessee's use of the Demised Premises.**

ARTICLE FOUR

4.01 INDEMNIFICATION

Lessee for itself, its executors, administrators, successors and assigns agrees to and does hereby expressly assume all responsibility for and agrees to defend, indemnify, save and keep harmless Lessor, its Commissioners, officers, agents, servants, and employees against any claim (whether or not meritorious), loss, damage, cost or expense which Lessor, its Commissioners, officers, agents, servants and employees may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or in connection with the use, occupancy or possession of the Demised Premises, and for any such loss, damage, cost or expense which shall at any time during the term of this Lease be caused by or in the performance of any work or construction, installation, maintenance, removal or repair of any buildings or structures placed upon the Demised Premises, whether the same be caused by the negligence of Lessee, any contractor employed by Lessee, or by the negligence of Lessor, its Commissioners, officers, agents, employees or contractors or as a penalty or claim for the sale or giving away of any intoxicating liquors on or about the Demised Premises, or the use of the Demised Premises for illegal or immoral purposes. In case any action, suit or suits shall be commenced against Lessor growing out of any such claim, loss, damage, cost or expense, Lessor may give written notice of the same to Lessee, and thereafter Lessee shall attend to the defense of the same and save and keep harmless Lessor from all expense, counsel fees, costs, liabilities, disbursements, and executions in any manner growing out of, pertaining to or connected therewith.

4.02 INDEMNIFICATION AGAINST MECHANICS LIENS

Lessee agrees to indemnify, save and keep harmless Lessor of and from any **claims for mechanics' liens by reason of any construction work, repairs, replacements** or other work or for any improvements made to or placed upon the Demised Premises by or **on behalf of Lessee or at Lessee's instance.**

4.03 INSURANCE

Lessee, prior to entering upon the Demised Premises and using the same for the purposes for which this Lease is granted, shall procure, maintain and keep in force **at Lessee's expense, public liability property damage insurance in which** Lessor, its Commissioners, officers, agents, and employees are a named insured and fire and extended coverage and all risk property insurance in which Lessor is named as the Loss Payee from a company to be approved by Lessor. (**"CLAIMS MADE" policies are unacceptable**). Each afore-referenced policy shall have limits of not less than:

COMPREHENSIVE GENERAL LIABILITY
Combined Single Limit Bodily Injury Liability
Property Damage Liability
(Including Liability for Environmental Contamination of Adjacent Properties)
in the amount of not less than \$4,000,000.0 per occurrence
and
ALL RISK PROPERTY INSURANCE
(Including Coverage for Environmental Contamination
of Demised Premises)
in the amount of not less than \$4,000,000.0 per occurrence
INCLUDING
FIRE AND EXTENDED COVERAGE
in an amount not less than the replacement cost of improvements
located on the Demised Premises

Prior to entering upon the Demised Premises, Lessee shall furnish to Lessor certificates of such insurance or other suitable evidence that such insurance coverage has been procured and is maintained in full force and effect. **Upon Lessor's written request**, Lessee shall provide Lessor with copies of the actual insurance policies **within ten (10) days of Lessor's request for same**. Such certificates and insurance policies shall clearly identify the Demised Premises and shall provide that no change, modification in or cancellation of any insurance shall become effective until the expiration of thirty (30) days after written notice thereof shall have been given by the insurance company to Lessor. The provisions of this paragraph shall in no wise limit the liability of Lessor as set forth in the provisions of 4.01 above.

4.04 INSURANCE ON IMPROVEMENTS

Lessee shall keep any buildings and improvements erected, constructed or placed on the Demised Premises fully insured to the replacement cost thereof against loss by explosion, fire and/or windstorm or other casualty loss for their full **replacement cost at Lessee's own expense at all times during the term of** this Lease by an insurance company or companies approved by Lessor. Lessor shall be a named insured on all of said insurance policies and a certificate of insurance evidencing same shall be provided to Lessor and kept current at all times throughout the term of this Lease. All policies of insurance indemnifying against such loss by explosion, fire and/or windstorm so insured shall be payable to Lessor, as additional security for the payment of rent and the performance by Lessee of the covenants herein; said policy or policies to be delivered to Lessor as soon as issued, provided, however, that in the event of loss to or destruction of said buildings and other improvements, the insurance proceeds received by Lessor in excess of the amounts then due for rent and charges under the provisions of this Lease shall be held in trust by Lessor for the repair, restoration or rebuilding of such damaged or destroyed buildings and other improvements, and shall be disbursed therefor by said Lessor only **on architect's** certificates after Lessee has, at its own expense, without charge or lien upon said buildings or other improvements, restored, rebuilt or repaired the same to an extent

that will enable Lessor, with the insurance money remaining in its hands after the payment of the rent and charges due it, to complete said buildings or other improvements in as good condition as they were in before the said loss or damage by explosion, fire and/or windstorm.

4.05 FAILURE OF LESSEE TO INSURE IMPROVEMENTS

In the event Lessee should at any time neglect, fail or refuse to insure or to keep insured the buildings and other improvements on the Demised Premises as above provided, then Lessor at its election may procure or renew such insurance and the amount paid therefor shall be repaid by Lessee to Lessor with the rents next thereafter falling due under this Lease, together with interest thereon at the rate of two percent (2%) in excess of the prime rate charged by the principal bank in Chicago, Illinois, to its commercial borrowers as determined on the first date of a delinquency from the respective dates of any such payments.

4.06 RIGHT OF LESSEE TO RECOVER PROCEEDS

It is covenanted and agreed by and between the parties hereto that Lessor shall not be held responsible for the collection or non-collection of any of said insurance money in any event but only for such insurance money as shall come into its hands. Lessee, however, shall have the right in the name of Lessor to sue for and recover any and all sums payable under any of said policies for losses arising thereunder provided it shall indemnify and save harmless Lessor from any costs or **attorney's fees in connection with any such proceeding to recover such insurance** money. However, all sums so recovered shall be paid to Lessor to be applied as herein provided.

4.07 APPLICATION OF INSURANCE PROCEEDS

It is covenanted and agreed by and between the parties hereto that in case of damage to the buildings and improvements to be erected, constructed or placed on the Demised Premises, as aforesaid, or the destruction thereof (or loss or damage to any buildings or other improvements thereafter standing upon the Demised Premises) Lessee shall repair, restore or rebuild the same within one year from such destruction or damage, and in such case the insurance money received by Lessor pursuant to the terms of this Lease under said policies, after deducting therefrom the reasonable charges of Lessor for handling such insurance and all costs and expenses of collecting the same, including **attorney's fees, and all unpaid and overdue rental** payments shall be paid in whole or in part by Lessor to the contractor or contractors (employed by Lessee) upon the delivery to the Executive Director of Lessor of certificates of the architects of Lessee properly endorsed by Lessee and accompanied by waivers of lien and release for the cost and expense of repairing, restoring or rebuilding said buildings or other improvements as the work of repairing, restoring, or rebuilding progresses.

4.08 INSURANCE PROCEEDS DEFICIENCY

It is understood and agreed between the parties hereto that in case the insurance money collected by Lessor shall not be sufficient to fully pay for the repair, restoration or rebuilding of said buildings and other improvements as aforesaid, then Lessee shall be required to pay such sums of money, in addition to said insurance money so collected by Lessor as aforesaid as may be necessary to pay for the complete repair, restoration or rebuilding of said buildings and other improvements; it being understood, however, that Lessor shall not be required to pay such insurance money so collected until the Executive Director of Lessor is satisfied that such sum will complete the repair, restoration and rebuilding of said buildings and other **improvements, free of mechanics' liens for labor or** material, in which event such monies shall be paid by Lessor to the contractor or contractors employed by the Lessee to complete the repair, restoration or rebuilding of said buildings and other improvements, upon delivery to the Executive Director of Lessor of certificates of the architects of Lessee properly endorsed by Lessee accompanied by waiver of lien and release as the work of repairing, restoring or rebuilding of said buildings and other improvements shall progress. It is expressly understood that nothing herein shall prevent Lessee from replacing any building or structure destroyed or damaged with other buildings or structures of different design and construction of at least equal value on any part of the Demised Premises.

4.09 LESSOR NOT RESPONSIBLE FOR RESTORATION OF IMPROVEMENTS

It is covenanted and agreed that Lessor shall not be liable to contribute or pay any sum of money toward the restoration, repair or rebuilding of said buildings or other improvements. In the event of the termination of this Lease by lapse of time, or by reason of any default by Lessee in any of its payments, or a breach by Lessee of any of the covenants and agreements of this Lease before the repair, restoration, replacement or rebuilding of said buildings or other improvements shall be completed, as aforesaid, then in any of said cases the insurance money collected by Lessor shall belong absolutely to Lessor.

4.10 EXCESS INSURANCE PROCEEDS

It is understood and agreed that after the work of any such repairs, restoration, or rebuilding by Lessee shall have been completed and paid for, any excess of insurance money then remaining on deposit with Lessor shall belong to Lessee and in that event, Lessor shall pay to Lessee the balance of said insurance money upon its written request. The provisions of this paragraph as well as those of paragraphs numbered 4.04 to 4.09, inclusive, shall apply whenever and so often as any buildings or other improvements erected and completed on the Demised Premises, under any of the provisions of this Lease, shall have been damaged or destroyed by fire or windstorm.

4.11 SECURITY DEPOSIT

Lessee as further consideration for the granting of this Lease, agrees that in addition to the payment of any rents hereinabove required, and to further secure the performance by it of all of the covenants herein contained, shall deposit with Lessor, prior to its occupancy of the Demised Premises a sum of money equal to two (2) months rent (\$_____). Said security deposit shall be returned to Lessee upon its satisfactory performance of all the covenants and conditions herein contained. Provided, however, in the event of a default in the performance of any such covenant by Lessee, Lessor shall use said security deposit to satisfy and discharge any such covenant. Any unused portion of said security deposit shall be returned to Lessee upon the termination or expiration of this Lease. Said security deposit shall be maintained at no less than its initial funded balance at all times during the term of the Lease.

ARTICLE FIVE

5.01 GENERAL ENGINEERING RESERVATIONS AND REQUIREMENTS

- A. Lessor has heretofore executed various agreements with governmental agencies, public utility companies, private corporations and individuals for the installation of pipelines, duct lines, sewers, cables, electric transmission lines and other surface and subsurface structures, constructions and improvements. Pursuant to those agreements, the various grantees have installed and are operating their respective surface and underground plant facilities which may lie within or otherwise affect the Demised Premises. Lessee shall, at its own initiative, inquire and satisfy itself as to the presence or absence of all such facilities on the Demised Premises, and waives all claims which it might otherwise have against Lessor on account of the presence of such facilities on the **Demised Premises as same may affect Lessee's use and enjoyment** of the Demised Premises.
- B. Lessee expressly agrees that within an area delineated by a line parallel with and 250 feet distant from the top of the edge of the water of any waterway which traverses or is adjacent to the Demised Premises (Corporate Use Reserve Area) and all areas within the Demised Premises below the lowest elevation of development thereon as reflected in Lessee's **approved** development plans for the Demised Premises, Lessor and anyone acting under its authority shall have the right, without payment therefor, to construct, operate, maintain, repair, renew and relocate any and all pipe, sewer, structure, facility power, and communications lines and appurtenances upon, under and across the Demised Premises. All such work shall be performed in such a

manner so as to cause the least amount of interference with **Lessee's use of the Demised Premises.**

- C. Lessee expressly understands and agrees that Lessor may have installed various sewers, shafts, ducts, pipes, and other facilities upon, over or beneath the Demised Premises. Lessor shall cooperate with Lessee to ascertain, identify and locate all of **Lessor's improvements, structures and constructions on the** Demised Premises. Lessee covenants and agrees that at no time shall its use and occupancy of the Demised Premises damage or interfere with said facilities.
- D. Lessor reserves unto itself a perpetual right, privilege, and authority to construct, maintain, operate, repair and reconstruct intercepting sewers (with its connecting sewers and appurtenances), and any other drains or structures constructed or **operated in the furtherance of Lessor's corporate purpose upon,** under and through Corporate Use Reserve Area and below the lowest **elevation of Lessee's approved development plan for the** Demised Premises. Lessor shall also have the right, privilege and authority to enter upon and use such portions of the Demised Premises as may be necessary in the opinion of the Executive Director of Lessor, for the purpose of constructing, maintaining, operating, repairing and reconstructing intercepting sewers, connecting sewers, drains or other structures, appurtenances, parking areas and access drive which do not unreasonably interfere **with Lessee's** use of the Demised Premises.

It is expressly understood that no blockage or restriction of flow in the water will be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are completed.

It is further expressly understood and agreed by Lessee that no buildings, materials, or structures shall be placed or erected and no work of any character done on the Demised Premises so as to injure or damage in any way said intercepting sewer, connecting sewers, drains or other structures and appurtenances located at any time on the Demised Premises, or so as to interfere with the maintenance, operation or reasonable access thereto.

- E. It is expressly understood and agreed that Lessor shall not be liable to Lessee for any loss, cost or expense which Lessee shall sustain by reason of any damage at any time to its property caused by or growing out of the failure of the sewers, structures, or other equipment of Lessor located on the Demised Premises, or by any

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other work which Lessor may perform on the Demised Premises under the terms hereof, or adjacent to the Demised Premises.

F. Lessee shall relocate or remove the improvements existing or constructed upon the Demised Premises, at no cost to the District in the following instances:

- (1) In the event that the Demised Premises is adjacent to any channel or waterway, and said channel or waterway is to be widened by the District or any other governmental agency; or
- (2) In the event that any agency of government, having jurisdiction over said channel or waterway, requires the relocation or removal of said improvements; or
- (3) In the event that said relocation or removal is required for the corporate purposes of the District.

Such relocation or removal shall be commenced within ninety (90) days after notice thereof in writing is served upon Lessee and diligently prosecuted to the conclusion.

G. If any time in the future, any portions of the Demised Premises is required for the construction of highways and roadways, or adjuncts thereto, such as interchanges, ramps and access roads, as determined by the Executive Director of Lessor, for the use of any other governmental agency engaged in the construction of highways and roadways, or adjuncts thereto, then in such event, it is understood and agreed by the parties hereto, that Lessee shall surrender possession of such part of the Demised Premises that may be so required. Lessee also agrees, at its own cost and expense, to remove all of its equipment, structures or other works from those portions of the Demised Premises so required, or reconstruct or relocate such of its installations so as to permit the use of the Demised Premises for the construction of highways and roadways or adjuncts thereto within sixty (60) days after notice shall have been given to Lessee by said Executive Director.

H. Lessor reserves to itself or to its assignees or permittees at any time during the term of this Lease, upon thirty (30) days written notice given by Lessor to Lessee, the right to construct, reconstruct, maintain, and operate additional force mains, intercepting sewers, drains, outlets, pipe lines, pole lines, and appurtenances thereto; and such other structures, buildings, apparatus, and water control equipment as may be needed for the

corporate purposes of Lessor upon, under, and across the Demised Premises. Any such construction shall be located as determined by the Executive Director of Lessor so as to cause, in his opinion, the least interference with any equipment, or improvements, that Lessee may then have on the Demised Premises.

- I. Lessee agrees that if at any future date it desires to dispose of sewage, industrial wastes or other water-carried wastes from the Demised Premises, it will discharge the said sewage, industrial wastes or other water-carried wastes into an intercepting sewer owned by or tributary to the sewerage system of Lessor. Lessee will make application and secure the necessary permit from the Metropolitan Water Reclamation District of Greater Chicago and all governmental and regulatory agencies having jurisdiction thereof before discharging any of the aforesaid sewage, industrial waste or other water-carried wastes into any intercepting sewers.
- J. It is agreed by and between the parties hereto that Lessee shall submit to the Executive Director of Lessor for his approval, the general plans for handling the sewerage, grading, and drainage of the Demised Premises; and for any roadways, water supply, telephone and electric service, if any, and of all improvements or any other construction to be erected thereon, before the commencement of any work thereon.
- K. Lessor reserves to itself the right of access to the _____ Channel as well as right of access to the Demised Premises for inspection by Lessor and its duly accredited agents at all times, and for such surveys or any other purposes as the Executive Director of Lessor may deem necessary.
- L. Any blockage or restriction of flow in the waterway will not be tolerated at any time. No construction or improvements of any kind can project into the waterway during construction or after permanent repairs are contemplated.

5.02 STORMWATER MANAGEMENT REQUIREMENTS

Lessee shall submit to Lessor for its review and approval written plans detailing Lessee's **plans for managing stormwater and drainage on the** Demised Premises. The approval of Lessee's **stormwater management plans shall be within the sole** discretion of Lessor.

Lessee's **plans shall provide for the separate collection of all roof water and** surface run-off from grounds and roadways; shall comply with all applicable rules, regulations, ordinances, statutes, and laws pertaining to stormwater management,

wetlands management, and flood plains; and shall, whenever feasible, employ Best Management Practices (BMP). BMPs may include, but are not limited to, green roofs, natural landscaping, filter strips, rain gardens, drainage swales, and naturalized detention basins. Stormwater unable to be managed by BMPs will be discharged to the _____ Channel in a manner acceptable to Lessor.

5.03 SPECIFIC ENGINEERING, DESIGN AND OPERATING
RESERVATIONS AND RESTRICTIONS.
(CLARIFICATION -- NOT LIMITATION)

Lessee is encouraged to participate in the District's Green Infrastructure Program, which offers reductions in rent for a period of up to the first ten (10) years of the life of the Lease. Participation in the program is completely voluntary, but in order **to receive such benefits, a "Green Infrastructure Program" form must be filled out completely and signed by the authorized representatives of both Lessee and the District concurrent with the signing of this Lease.** The form, if completed and signed, shall be attached hereto as Exhibit ____.

The details of the program are as follows. The District will provide Lessee with a credit equal to \$0.50 on the \$1.00, up to 10% of the annual rent owed to the District, capped at the first ten (10) years of the Lease, for expenditures and improvements on the leasehold of pre-approved green infrastructure. Such credit applies towards expenditures related to constructing and installing green infrastructure, not towards subsequently maintaining or replacing it.

The amount of green infrastructure credited will be determined by what is **referred to as "Design Retention Capacity" or "DRC". DRC shall mean the maximum available retention capacity of a project in any individual storm event as stated in project plans stamped by a licensed Professional Engineer or, in the absence of such statement, a project specific capacity calculated using the following table:**

Technology	Quantity	Unit	Design Retention Capacity (gallons)
Rain Gardens	100	sq. ft.	200
Native Plants/Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

In lieu of, or in addition to, Lessee installing green infrastructure on its leasehold with the District, and subject to the same DRC standards enunciated above, Lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure in partnership with, and on lands owned by, the local municipality

where the leasehold is located. The responsibility for ongoing maintenance and operation shall be borne exclusively by Lessee, and credit will only be given for **Lessee's own expenditures, not the municipality's. Such factors that the District will** consider in whether or not to grant credit for off-site green infrastructure include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Whenever approved off-site green infrastructure is provided, Lessee shall prominently install appropriate signage on the off-site location indicating that such green infrastructure is being provided in partnership with the District.

The District must pre-approve in writing all green infrastructure projects under this section before any credit sought hereunder may be given, and any invoices seeking monetary credit shall specifically set forth the green infrastructure component of the project, with the District only providing an offset credit for that component of the project. For purposes of the offset credit, acceptable green infrastructure technologies include, but are not limited to, rain gardens, native plants/landscaping, stormwater trees, porous/permeable pavement, bio-swales, green roofs and greenways. Any credit given for green infrastructure hereunder is **solely at the District's discretion.**

No credit will be given for site conditions in existence before this Lease was entered into. Nor will credit be given for compliance with the minimum requirements **of the District's ordinances, regulations, or policies. Accordingly, compliance with the District's Waterway Strategy and the District's Watershed Management Ordinance ("WMO") will not qualify Lessee for any credit under this** section. Lessee is reminded in particular that Article 503 of the WMO requires non-residential development or redevelopment greater than one-half acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. For purposes of this **section, the District's ordinances, regulations, and policies, including the WMO, shall** apply to all District properties, whether located in Cook County (including the city of Chicago) or other counties in the state of Illinois. Lastly, no credit will be given for compliance with the minimum requirements under federal, state, or local law or regulation, nor to the extent it results in the annual rent under this Lease to be less than the minimum rent provisions of Section 8c of the District's **Enabling Act (70 ILCS 2705/8c).**

Lessee shall provide the District with an annual certification, due on each anniversary of the date of this Lease, attesting that approved green infrastructure has been properly maintained. The certification shall be made on a form prepared by the District. Failure to maintain approved green infrastructure, whether pertaining to the Demised Premises or locations off-site, throughout the term of this Lease, and failure to properly and accurately certify to the maintenance of approved green infrastructure, shall entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section, and shall disqualify **Lessee, in the District's sole discretion, from obtaining any** future credit for such unmaintained green infrastructure. Similarly, providing untrue or inaccurate

information in the "Green Infrastructure Program" form shall likewise entitle the District, in its sole discretion, to full reimbursement from Lessee of any amount credited to Lessee under this section. The District reserves the right to inspect the Demised Premises throughout the duration of this Lease to verify approved green infrastructure has been properly installed and maintained.

The District further reserves the right to require Lessee to amend its green infrastructure plan, even if previously approved by the District. Once notified of an amendment pursuant to the notice provisions of this Lease, Lessee will be entitled to future credit for green infrastructure only to the extent the design of the Demised Premises conforms to the amended plan approved by the District.

ARTICLE SIX

PROVISIONS FOR BUILDING AND IMPROVEMENTS

6.01 CONSTRUCTION REQUIREMENT

Lessee agrees within _____ () year(s) from the date hereof to improve the Demised Premises by the construction thereon of the

hereinafter called "improvements", free and clear of all mechanics' and materialman's liens, claims, charges or unpaid bills capable of being made liens and to design, construct, operate and maintain in full compliance with all applicable building and zoning laws of any agency having jurisdiction thereof. All plans must be approved in writing by the Executive Director of Lessor prior to commencement of construction.

6.02 TIME OF CONSTRUCTION

Construction of the improvements shall commence within _____ () year(s) of the effective date of this Lease. All of said buildings and improvements shall be completed within _____ () year(s) of the effective date of the Lease. In the event said improvements are not completed or construction is not commenced as provided above, then Lessor may at its option terminate this Lease upon giving ninety (90) days notice, in writing, to Lessee.

6.03 IMPROVEMENTS REVERT TO LESSOR AT LEASE TERMINATION OR EXPIRATION

It is expressly understood and agreed by and between the parties hereto that upon the termination of this Lease by forfeiture, lapse of time or by reason of the failure by Lessee to keep and perform the covenants, agreements or conditions herein contained, any buildings or other improvements erected, constructed or placed upon the Demised Premises during the term hereof shall become and be the absolute property of Lessor and no compensation therefor shall be allowed or paid to Lessee except as stated in Article 3.09. Lessee shall surrender same in good and proper condition, with all fixtures and appurtenances in place and in good working order,

ordinary wear and tear excepted. Lessee shall not commit waste during the term hereof or in the course of vacating same.

ARTICLE SEVEN

7.01 NOTICES

All notices herein provided for from Lessor to Lessee or Lessee to Lessor shall be personally served or mailed by U. S. Registered or Certified Mail, Return Receipt Requested, First Class Postage Prepaid addressed to Lessee at:

[NAME]
[ADDRESS]
[PHONE]
[FAX]
[E-MAIL]
Attn:

or to Lessor at: Metropolitan Water Reclamation District
of Greater Chicago
100 East Erie Street
Chicago, Illinois 60611
Attn: Executive Director

or any other address either party may designate in writing. Any notice so mailed by one party hereto to the other shall be and is hereby declared to be sufficient notice for all the purposes of this Lease and that a post office registry receipt showing the mailing of such notice and the date of such mailing shall be accepted in any court of record as competent prima facie evidence of those facts.

7.02 RIGHT TO DECLARE LEASE TERMINATED

It is understood and agreed by Lessee that neither the right given in this Lease to Lessor to collect rent or such other compensation as may be due under the terms of this Lease by sale nor any proceedings under this Lease shall in any way affect the right of Lessor to declare this Lease terminated and the term hereby created ended as above provided, upon default of or failure by Lessee to perform and carry out any of the provisions of this Lease, as herein provided, after notices as aforesaid. And Lessee, for itself and its assigns, hereby waives its right to any notice from Lessor of its election to declare this Lease at an end under any of the provisions hereof or to any demand for the payment of rent or the possession of the Demised Premises, except as aforesaid.

7.03 RIGHTS OF LESSOR IN EVENT OF FORFEITURE OR TERMINATION

In the event of the termination of this Lease by reason of forfeiture by Lessee arising from a default by or failure of it to carry out and perform any of the covenants

herein contained, Lessor shall not be obligated to refund to Lessee any sums of money paid by Lessee to Lessor as rentals under the terms of this Lease, and such sums of money shall be retained by Lessor as liquidated damages, but this provision shall not operate to relieve Lessee of its obligation to pay to Lessor the balance of the rental then due Lessor for the entire term of this Lease.

7.04 ABANDONMENT

Lessee shall not without the prior written approval of Lessor abandon or vacate the Demised Premises or cease to operate its business thereon. Re-entry and repossession by Lessor following abandonment by Lessee shall not constitute a waiver of any rights of Lessor and shall not be construed as a termination of the Lease. Lessee shall remain liable for all its obligations under the Lease. For purposes of this section, leasehold shall be deemed abandoned if Lessee ceases business on the Demised Premises for a period of twenty-eight (28) consecutive days or fails to secure the Demised Premises from unauthorized use or entry within sixty (60) days of its execution and delivery of this Lease.

7.05 TERMS OF LEASE BINDING ON SUCCESSOR AND ASSIGNS

The parties hereto agree that all of the terms and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors, lessees, sub-lessees and assigns; and whenever in this Lease reference to either of the parties hereto is made, such reference shall be deemed to include, where applicable, also a reference to the successors, lessees, sub-lessees and assigns of such party; and all the conditions and covenants of this Lease shall be construed as covenants running with the land during the term of this Lease.

7.06 NO ASSIGNMENT OR SUBLEASE

It is agreed by and between the parties that Lessee shall not sublet or assign any part of this Lease to any other governmental agency, individual, partnership, joint venture, corporation, land trust or other entity without prior written consent of Lessor.

Lessee shall notify Lessor in writing not less than sixty (60) days prior to any proposed sublease or assignment. Lessee shall identify the name and address of the proposed assignee/sublessee and deliver to Lessor original or certified copies of the **proposed assignment, a recital of assignee's personal and financial ability to comply** with all the terms and conditions of the Lease and any other information or documentation requested by Lessor. Lessor shall not unreasonably withhold the consent to assignment or sublease.

It is agreed that reasonable grounds for withholding consent shall include but not be limited to the following:

- A. The proposed activity of the assignee/sublessee does not conform with the terms of this Lease or policies established by Lessor.
- B. The proposed assignee/sublessee does not have either substantial experience in the business provided for in the Lease or the financial resources to comply with the requirements of the Lease.
- C. There is an existing violation of or uncured default by Lessee with respect to the Lease.
- D. The activity of the proposed assignee/sublessee would interfere with or disturb neighboring tenants or owners.

In addition to the payment of all cash rent or additional compensation otherwise herein required to be paid by or performed by Lessee, Lessee will pay to Lessor, as additional compensation hereunder in the event Lessee assigns this Lease or sublets all or part of the Demised Premises, fifty percent (50%) of all value it receives from its assignee/sublessee for the use and occupancy of the Demised Premises as a result of the sublease or assignment in excess of the cash rent which Lessee is currently paying with respect to the subleased portion of the leasehold or the leasehold as a tract, if assigned.

The value of additional services to be performed by Lessee, sublessee or assignee shall not in any way be included in determining the foregoing fifty- percent (50%) sum.

It is agreed that this Lease shall not pass by operation of law to any trustee or receiver in bankruptcy or for the assignment for the benefit of creditors of Lessee.

Any attempted sublease or assignment not in compliance with this section shall be void and without force and effect. Additionally, Lessor shall retain 100% of all sublease fees received by Lessor under any unauthorized sublease.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 LESSEE MAY IMPEAD THE METROPOLITAN WATER RECLAMATION DISTRICT IN REAL ESTATE LITIGATION

Lessee may, after notice in writing to Lessor, implead Lessor as a party at any time during the term of this Lease, in any litigation concerning the Demised Premises in which Lessor is a necessary party.

8.02 LESSEE TO PAY ALL COSTS OF ENFORCEMENT

Lessee **agrees to pay and discharge all costs and reasonable attorney's fees** and expenses, which Lessor shall incur in enforcing the covenants of this Lease.

8.03 HEADINGS ARE FOR CONVENIENCE OF PARTIES

All paragraph headings of this Lease are inserted for purposes of reference and convenience of the parties only, and do not constitute operative provisions of the Lease.

8.04 COMPLIANCE WITH WATERWAY STRATEGY RESOLUTION

To the extent that the Demised Premises embrace or abut a waterway regulated by Lessor or in which Lessor asserts property rights, Lessee shall to the extent applicable, comply with the Waterway Strategy Resolution and Implementation Criteria therefor, the River Edge Renaissance Program and the Revised Leasing Criteria for the North Shore Channel Right-of-Way Lands of Lessor's Board of Commissioners in the execution of its development plan for the Demised Premises which abut any such waterway and Demised Premises which afford Lessee direct access thereto may be utilized by Lessee for the purpose of waterborne commerce. However, Lessee will be responsible for the construction and maintenance of any docking facility at its own cost and expense which is compatible with the Waterway Strategy Resolution to maintain the bank in an aesthetically pleasing condition. Permanent storage of bulk commodities, unsightly materials and/or debris on waterway side of the scenic berm or the docking area is prohibited.

It is the intent of Lessor **to maintain, where possible, a "natural" appearance** to its properties by retaining existing vegetative cover. However, Lessor recognizes that site development will sometimes necessitate the removal of existing vegetative cover. In those cases Lessor will require Lessee to re-establish vegetative cover in the same quantities and qualities as those removed. The re-established plant materials are to be considered as an addition to the landscaping required within the scenic easement.

Lessee will comply with all applicable local zoning and setback requirements. Lessor reserves the right to traverse the Demised Premises to access the waterway which abuts the Demised Premises.

Lessor's Board of Commissioners has heretofore adopted its Waterway Strategy Resolution relating to the development of leased waterways property. Lessee shall implement the beautification plan described in the attached Exhibit _____. Lessee shall comply with all applications of said Resolution in its use and development of the Demised Premises. **Lessee's method of compliance therewith shall be approved by Lessor's** Executive Director in writing.

8.05 TREE MITIGATION

- A. No alterations, construction or maintenance work upon the Demised Premises involving any material change in the location, installation or construction of facilities, or involving the removal of any trees on District property, shall be performed by any person or municipality without having first obtained District approval. However, Lessee may conduct routine trimming of trees, brush or other overgrown vegetation to the extent it interferes with the safety or proper functioning of any improvements.
- B. If the proper maintenance and operation of facilities or improvements on the Demised Premises necessitates the removal of any trees on District property, Lessee shall give no less than 14-day written notice, exclusive of Saturdays, Sundays and holidays, of its intent to remove any trees on the Demised Premises, setting forth the number, location and species of trees to be removed.
- C. Lessee shall submit to the District a plan to replace any trees removed that provides for planting the same or greater number and quality of trees on the Demised Premises, or on alternate areas owned by the District as designated and approved in writing by the District.
- D. Lessee is responsible for obtaining any local permits necessary for tree removal.

ARTICLE NINE

LEASEHOLDS WITH EXISTING IMPROVEMENTS

9.01 LESSEE WILL NOT ALLOW WASTE TO IMPROVEMENTS

Lessee will keep the leasehold improvements safe, clean and in good order, repair and condition which shall include all necessary replacement, repair and decorating. Lessee will not allow the improvements to become damaged or diminished in value, ordinary wear and tear excepted, by anyone or by any cause.

9.02 CONDITION OF DEMISED PREMISES AND IMPROVEMENTS NOT WARRANTED

Lessee expressly acknowledges that Lessor has made no representations, warranties express or implied, as to the adequacy, fitness or condition of Demised Premises or the improvements upon the Demised Premises for the purpose set forth in Article Three, Paragraph 3.07 hereof or for any other purpose or use express or implied by Lessee. Lessee accepts the Demised Premises and the improvements **thereon, if any, "AS-IS" and "WITH ALL FAULTS"**. Lessee acknowledges that it has inspected the Demised Premises and has satisfied itself as to the adequacy, fitness and condition thereof.

9.03 MODIFICATION OF IMPROVEMENTS

No modification of the leasehold improvements shall be made by Lessee without the prior written approval of Lessor and compliance by Lessee with all other terms of this Agreement.

9.04 PLAT OF SURVEY AND LEGAL DESCRIPTION

Lessee understands and agrees that in the event the legal description and plat attached hereto are not legally sufficient for acceptance for recordation of this Lease by the Recorder of Deeds of the county in which the Demised Premises is located, Lessee shall procure, at its own expense, a plat of survey and legal description of the Demised Premises prepared and certified in writing by a Registered Illinois Land Surveyor, within twenty-one (21) days of the execution date hereof. Said plat of survey and legal description shall be reasonably satisfactory to and approved by Lessor's Executive Director in writing. Failure to timely procure and receive approval of said plat of survey and legal description shall be grounds for immediate termination of this Lease. Lessor reserves the right and Lessee concurs that Lessor shall insert said legal description and plat of survey into this Lease Agreement as Exhibit A upon **the approval thereof by District's** Executive Director, without further affirmative act by either party hereto.

ARTICLE TEN

GENERAL ENVIRONMENTAL PROVISIONS

10.01 DEFINITIONS

- A. **"Environmental Laws" shall mean all present and future statutes,** regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations and similar items, of all government agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, state and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, orders, notices or demands relating to industrial hygiene, and the protection of human health or safety from exposure to Hazardous Materials, or the protection of the environment in any respect, including without limitation:
- (1) all requirements, including, without limitation, those pertaining to notification, warning, reporting, licensing, permitting, investigation, and remediation of the presence, creation, manufacture, processing, use, management, distribution, transportation, treatment, storage, disposal, handling, or release of Hazardous Materials;

- (2) all requirements pertaining to the protection of employees or the public from exposure to Hazardous Materials or injuries or harm associated therewith; and
- (3) the Comprehensive Environmental Response, Compensation and Liability Act (Superfund or CERCLA) (42 U.S.C. Sec. 9601 et seq.), the Resource Conservation and Recovery Act (Solid Waste Disposal Act or RCRA) (42 U.S.C. Sec. 6901 et seq.), Clean Air Act (42 U.S.C. Sec. 7401 et seq.), the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. Sec. 1251 et seq.), the Emergency Planning and Community Right-to-Know Act (42 U.S.C. Sec. 11001 et seq.), the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.), the National Environmental Policy Act (42 U.S.C. Sec. 4321 et seq.), the Rivers and Harbors Act of 1988 (33 U.S.C. Sec. 401 et seq.), the Endangered Species Act of 1973 (16 U.S.C. Sec. 1531 et seq.), the Safe Drinking Water Act (42 U.S.C. Sec. 300(f) et seq.), the Illinois Environmental Protection Act (415 ILCS 5/1 et seq.) and all rules, regulations and guidance documents promulgated or published thereunder, Occupational Safety and Health Act (29 U.S.C. Sec. 651 et seq.) and all similar state, local and municipal laws relating to public health, safety or the environment.

B. **"Hazardous Materials" shall mean:**

- (1) any and all asbestos, natural gas, synthetic gas, liquefied natural gas, gasoline, diesel fuel, petroleum, petroleum products, petroleum hydrocarbons, petroleum by-products, petroleum derivatives, crude oil and any fraction of it, polychlorinated biphenyls (PCBs), trichloroethylene, urea formaldehyde and radon gas;
- (2) any substance (whether solid, liquid or gaseous in nature), the presence of which (without regard to action level, concentration or quantity threshold) requires investigation or remediation under any federal, state or local statute, regulation, ordinance, order, action, policy or common law;

- (3) any substance (whether solid, liquid or gaseous in nature) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous or dangerous;
- (4) any substance (whether solid, liquid or gaseous in nature) the presence of which could cause or threaten to cause a nuisance upon the Demised Premises or to adjacent properties or pose or threaten to pose a hazardous threat to the health or safety of persons on or about such properties;
- (5) any substance (whether solid, liquid or gaseous in nature) the presence in of which on adjacent properties could constitute trespass by or against Lessee or Lessor;
- (6) any materials, waste, chemicals and substances, (whether solid, liquid or gaseous in nature) now or hereafter defined, listed, characterized or referred to in any Environmental **Laws as "hazardous substances," "hazardous waste," "infectious waste," "medical waste," "extremely hazardous waste," "hazardous materials," "toxic chemicals," "toxic substances," "toxic waste," "toxic materials," "contaminants," "pollutants," "carcinogens," "reproductive toxicants," or any variant or similar** designations;
- (7) any other substance (whether solid, liquid or gaseous in nature) which is now or hereafter regulated or controlled under any Environmental Laws (without regard to the action levels, concentrations or quantity thresholds specified herein); or
- (8) any result of the mixing or addition of any of the substances described in this Subsection B with or to other materials.

C. **"Phase I Environmental Assessment" shall mean:**

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found

on the Demised Premises, and said assessment shall include, but not necessarily be limited to a historical review of the use (abuse) of the Demised Premises, a review of the utilization and maintenance of Hazardous Materials on the Demised Premises, review of the Demised **Premises' permit and enforcement history** (by review of regulatory agency records), a site reconnaissance and physical survey, inspection of Demised Premises, site interviews and site history evaluations, basic engineering analyses of the risks to human health and the environment of any areas of identified concerns, and preparation of a written report which discusses history, site land use, apparent regulatory compliance or lack thereof and which includes historical summary, proximity to and location of USTs, LUSTs, TSDFs, CERCLA site flood plain, maps, photograph log, references, conclusions and recommendations.

D. **"Phase II Environmental Assessment" shall mean:**

- (1) an assessment of the Demised Premises performed by an independent and duly qualified, licensed engineer with experience and expertise in conducting environmental assessments of real estate, bedrock and groundwater of the type found on the Demised Premises, and said assessment shall include, but not necessarily be limited to, extensive sampling of soils, groundwaters and structures, followed by laboratory analysis of these samples and interpretation of the results, and preparation of a written report with boring logs, photograph logs, maps, investigative procedures, results, conclusions and recommendations.

10.02 MANUFACTURE, USE, STORAGE, TRANSFER OR DISTRIBUTION OF HAZARDOUS MATERIALS UPON OR WITHIN THE DEMISED PREMISES

Lessee, for itself, its heirs, executors, administrators, successors and assigns, covenants that to the extent that any Hazardous Materials are manufactured, brought upon, placed, stored, transferred or distributed upon or within the Demised Premises by Lessee, or its subtenant or assigns, or any of their agents, servants, employees, contractors or subcontractors, same shall be done in strict compliance with all Environmental Laws.

Construction or installation of new or reconstruction of existing underground storage tanks and underground interconnecting conveyance facilities for any material

or substance is not permitted without the advance written consent of the Executive Director of the District.

10.03 USE OF DEMISED PREMISES (RESTRICTIONS - ENVIRONMENTAL)

Lessee shall use the Demised Premises only for purposes expressly authorized by Article 3.07 of this Lease. Lessee will not do or permit any act that may impair the value of the Demised Premises or any part thereof or that could materially increase the dangers, or pose an unreasonable risk of harm, to the health or safety of persons to third parties (on or off the Demised Premises) arising from activities thereon, or that could cause or threaten to cause a public or private nuisance on the Demised Premises or use the Demised Premises in any manner (i) which could cause the Demised Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Resource Conservation and Recovery Act of 1976, Section 6901 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance, (ii) so as to cause a release or threat of release of Hazardous Materials from the Demised Premises within the meaning of, or otherwise bring the Demised Premises within the ambit of, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, Section 9601 et seq. of Title 42 of the United States Code, or any similar state law or local ordinance or any other Environmental Law or (iii) so as to cause a discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, Section 1251 of Title 33 of the United States Code, or the Clean Air Act, Section 741 of Title 42 of the United States Code, or any similar state law or local ordinance.

10.04 CONDITION OF PROPERTY (ENVIRONMENTAL)

- (1) In the event Lessee has been the prior occupant/tenant of the Demised Premises under a prior occupancy/use authorization, Lessee warrants and represents that the Demised Premises and improvements thereon, including all personal property, are free from contamination by any Hazardous Materials, that there has not been thereon a release, discharge, or emission, of any Hazardous Materials during its occupancy of the Demised Premises as defined by any Environmental Laws, and that the Demised Premises does not contain, or is not affected by underground storage tanks, landfills, land disposal sites, or dumps. *(This provision is applicable only to tenants seeking a new lease for the same property).
- (2) In the event of a release, emission, discharge, or disposal of Hazardous Materials in, on, under, or

about the Demised Premises or the improvements thereon, Lessee will take all appropriate response action, including any removal and remedial action, either before or after the execution date of this Lease.

10.05 INDEMNIFICATION (ENVIRONMENTAL)

- A. In consideration of the execution and delivery of this Lease Agreement, Lessee indemnifies, exonerates, and holds Lessor and its officers, officials, Commissioners, employees, and agents **("Indemnified Parties") free and harmless from and against any** and all actions, causes of action, suits, losses, costs, liabilities and damages and expenses incurred in connection with any of these (irrespective of whether any such Indemnified Party is a party to the action for which indemnification is here sought), including **reasonable attorney's fees, costs and disbursements, incurred by** the Indemnified Parties as a result of or arising out of or relating to (i) the imposition of any governmental lien for the recovery of environmental cleanup costs expended by reason of **Lessee's** activities, or (ii) any investigation, litigation, or proceeding related to any environmental response, audit, compliance, or other matter relating to the protection of the environment, or (iii) the release or threatened release by Lessee, its subsidiaries, or its parent company, of any Hazardous Materials, or the presence of Hazardous Materials on or under the Demised Premises, or any property to which Lessee, its parent company or any of its subsidiaries has sent Hazardous Materials, (including any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under any Environmental Law), regardless of whether caused by or within the control of Lessee, its parent company or its subsidiaries, provided that, to the extent Lessor is strictly liable **under any Environmental Laws, Lessee's obligation to Lessor** under this indemnity shall be without regard to fault on the part of Lessee with respect to the violation of law which results in liability to Lessor.
- B. Lessee shall defend, indemnify, save and keep harmless the Indemnified Parties against any loss, damage, cost, lien or expense which they may suffer, incur or sustain or for which it may become liable, growing out of any injury to or death of persons or loss or damage to property which shall at any time during the term of this Lease be caused by or resulting from the migration of Hazardous Materials from the Demised Premises to adjacent properties. In case any action, suit, proceeding or investigation shall be commenced against one or more of the Indemnified Parties growing out of any such loss, damage, cost or

expense, Lessee shall give immediate written notice of the same to Lessor, and Lessee shall attend to the defense of the same and save and keep harmless the Indemnified Parties from all expense, **attorney's fees, costs, disbursements and liabilities in any manner** growing out of, pertaining to or connected therewith.

- C. Lessee shall be responsible for all costs for remediation of the Demised Premises for contamination that migrates from adjacent property during the term of the Lease but Lessee may seek recovery from any responsible third party.

10.06 SITE RESTORATION/REMEDATION BOND (ENVIRONMENTAL)

On or before the commencement of the last five-year period of the leasehold term hereunder, Lessee shall lodge with Lessor its Environmental Site Restoration/Remediation Bond in the penal sum of \$10,000.00, secured either by **cash, irrevocable letter of credit or a commercial bond with surety to secure Lessee's** performance of and compliance with the provisions and intent of Article 10 of this Lease. A cash payment securing the bond hereunder will be placed in an interest bearing account established by Lessor specifically for this purpose. Any interest paid on account of said deposit shall be the property of and payable periodically to Lessee. Such account shall be drawable only by Lessor upon its unilateral act. At no time shall the amount on deposit in said account be less than the penal sum of this Bond. Any commercial bond with surety shall be fully prepaid by Lessee and documented as such at the time it is lodged with Lessor. Said Bond shall be in a form approved by Lessor and shall be maintained in full force and effect until such time as Lessee has demonstrated and documented to the reasonable satisfaction of Lessor (and Lessor has executed its written release thereof to the issuer), full compliance with all **Environmental Laws, relating to Lessee's use or occupancy of the Demised Premises** and its environmental restoration or remediation. This provision shall survive the termination/expiration of this Lease.

10.07 ENVIRONMENTAL COVENANTS

Lessee agrees to and covenants as follows:

- A. It has no knowledge of any pending or threatened:
- (1) claims, complaints, notices, or requests for information directed to Lessee with respect to any alleged violation of any Environmental Laws, or
 - (2) complaints, notices, or requests for information directed to Lessee regarding potential liability under any Environmental Law, relating to or arising from the Demised Premises.

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- B. Lessee covenants and agrees that, throughout the term of the Lease, all Hazardous Materials which may be used by any person for any purpose upon the Demised Premises shall be used or stored thereon only in a safe, approved manner, in accordance with all generally accepted industrial standards and all Environmental Laws.
- C. Lessee has been issued and is in compliance with all permits, certificates, approvals, licenses, and other authorizations relating to environmental matters and necessary for its business, if any.
- D. Lessee, to the best of its knowledge, is not a potentially responsible party with respect to any other facility receiving waste of Lessee (from the Demised Premises) under CERCLA or under any statute providing for financial responsibility of private parties for cleanup or other actions with respect to the release or threatened release of any Hazardous Materials.
- E. None of the manufacturing or distribution facilities of Lessee is subject to any environmental lien. **"Environmental Lien" means a** lien in favor of any government entity for any liability under any law relating to the environment or costs incurred by such government entity in response to the release or threatened release of any substance into the environment.
- F. Lessee will take all reasonable steps to prevent and has no knowledge of any conditions on the Demised Premises that is or was alleged by any government entity or third party to be in violation of any Environmental Laws. There will be no spill, discharge, leaks, emission, injection, escape, dumping, or release of any toxic or Hazardous Materials by any persons on the Demised Premises.
- G. Except as disclosed on Exhibit ____ hereto, Lessee and its parent company, if any, have not received from any government entity since 1980, any written complaint or written notice asserting potential liability, written request for information, or written request to investigate any site under the CERCLA of 1980, as amended, or under any domestic state law comparable to CERCLA or any foreign law comparable to CERCLA.
- H. Lessee, to the best of its knowledge after due inquiry, since November 15, 1971, represents that there has not been any discharging, spilling, leaking, dumping, or burying of hazardous substances, as defined in CERCLA, or disposal of hazardous wastes, as defined in RCRA, or of any other pollutant or contaminant at the Demised Premises that is likely to form the

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basis for any written claim by any government entity seeking to impose liability for remedial action under CERCLA or RCRA *(This provision applicable only to occupants/tenants seeking a new lease for the same property).

- I. Lessee will not allow the installation of asbestos on the Demised Premises, or any item, article, container or electrical equipment, including but not limited to transformers, capacitors, circuit breakers, reclosers, voltage regulators, switches, electro-magnets and cable, containing PCBs.
- J. Within sixty (60) days after execution of the Lease, Lessee shall prepare and submit a general statement to Lessor of its operations and maintenance program for any activities conducted on Demised Premises, describing its layout, process, method of inspections, reporting procedure, and maintenance of equipment, which shall be updated annually and submitted to Lessor on the anniversary date of the execution of the Lease.
- K. Lessee agrees to conduct daily monitoring and to maintain a daily log book to ensure compliance with all Environmental Laws which may be inspected by Lessor at its option.
- L. Lessee shall notify Lessor in writing of any proposed significant renovation or improvement on or to the Demised Premises, which notice shall include any drawings, plans and specifications thereof, at least thirty (30) days prior to beginning construction of any such renovation or improvement. For purposes of this subsection (L), renovation shall be deemed significant when the total cost exceeds \$10,000.00.
- M. In the event Lessee install subsurface utilities, Lessee shall be **responsible to install "plugs" of compacted** impermeable soil material at intervals of no greater than 100 feet between such plugs along utility trenches which have been backfilled with compacted granular materials in order to minimize cross-site and off-site environmental contaminant migration. The spacing of these plugs should be based on the characteristics of the site, the configuration of the trench or trenches, the characteristics (nature and extent) of the site environmental contamination, and/or the potential for site contamination should a surface of subsurface chemical release occur. Special emphasis should be placed on locating these plugs at all utility trenches where they cross: other utility trenches, containment berms or walls, property boundaries, and lease boundaries.

- N. The aforesaid representations and warranties shall survive the expiration or termination of the Lease.

10.08 DEFAULT (ENVIRONMENTAL)

The occurrence of any one or more of the following events shall constitute a default under this Lease Agreement, but said default shall not terminate the Lease unless Lessor notifies Lessee of termination in writing:

- A. The Demised Premises is listed or proposed for listing on the National Priorities List pursuant to Section 1.05 of the CERCLA, 42 U.S.C. Section 9605, on the CERCLIS, or on any other similar state list of sites or facilities requiring environmental investigation or cleanup.
- B. Lessee is determined to have liability for underground storage tanks, active or abandoned, including petroleum storage tanks, on or under the Demised Premises, including any release of Hazardous Materials therefrom, that, singly or in the aggregate, have or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets or business, properties or prospects of Lessee or its parent company.
- C. Lessee is determined to have liability for polychlorinated biphenyls (PCBs) that require immediate remediation or cleanup or friable asbestos in such condition to cause or threaten to cause, a present health hazard at any property previously leased by Lessee that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, business, properties, or prospects of Lessee, or its parent company.
- D. Lessee is determined to have liability under any Environmental Laws for any condition that exists at, on, or under any property previously leased by Lessee that, with the passage of time or the giving of notice, or both, gives rise to liability that, singly or in the aggregate, has or may reasonably be expected to have a material adverse effect on the financial condition, operations, assets, or business properties or prospects of Lessee, or its parent company.

10.09 COVENANTS (ENVIRONMENTAL)

Lessee shall cause its parent company and each of its respective subsidiaries, contractors, subcontractors, employees and agents to:

- A. (1) Use and operate all of the Demised Premises in compliance with all applicable Environmental Laws,

keep all material permits, approvals, certificates, and licenses in effect and remain in material compliance with them;

- (2) Undertake reasonable and cost-effective measures to minimize any immediate environmental impact of any spill or leak of any Hazardous Materials;
 - (3) Provide notice to Lessor of the operation of any on-site non-hazardous waste disposal facility. For purposes of **this subsection (A)(3), the term "waste" means any discarded or abandoned material, and the term "disposal facility" means any facility in which wastes are placed for disposal or storage, in each case, for longer than three (3) months.**
- B. Notify Lessor by telephone within two hours of the release of Hazardous Materials, including the extent to which the identity of the Hazardous Materials is known, the quantity thereof and the cause(s) of the release, and provide Lessor within 72 hours of the event, with copies of all written notices by Lessee, its parent and its subsidiaries that are reported to government regulators or received from the government regulators.
- C. Provide such information that Lessor may reasonably request from time to time to determine compliance by Lessee with this Article.
- D. Lessee covenants and agrees to cooperate with Lessor in any inspection, assessment, monitoring or remediation instituted by Lessor during the Lease term and to allow prospective tenants or purchasers reasonable access to the Demised Premises one (1) year prior to the expiration of the Lease.

10.10 COMPLIANCE (ENVIRONMENTAL)

Lessee will cause its parent company and each of its subsidiaries, if any, to exercise due diligence to comply with all applicable treaties, laws, rules, regulations, and orders of any government authority.

- A. Lessee shall conduct a Phase I Environmental Assessment, at its own expense, with respect to the Demised Premises every fifth anniversary of the execution of this Lease and submit the written report to Lessor within ninety (90) days after each fifth anniversary. After review of each Phase I Environmental Assessment, or at any other time, upon receipt of any information or report Lessor, at its sole discretion, may require Lessee, at

Lessee's expense, to obtain a Phase II Environmental Assessment

with respect to the Demised Premises. The written report of the Phase II Environmental Assessment shall be submitted to Lessor within one-hundred-twenty (120) **days of Lessor's request for** same. If the Phase II Assessment discloses the presence of any Hazardous Materials contamination on the Demised Premises or adjacent property, Lessee shall take immediate action to remediate the contamination and to restore the Demised Premises to a clean and sanitary condition and to the extent required by any and all Environmental Laws. Lessor may require Lessee to obtain a Phase I and Phase II Environmental Assessment with respect to the Demised Premises at any other time.

- B. Lessee agrees to implement its own building maintenance and operations program for asbestos inspections on an annual basis and to report its findings to Lessor annually on the anniversary date of the Lease.
- C. Capacitors, transformers, or other environmentally sensitive installations or improvements shall be removed at the end of the **Lease at Lessor's election.**
- D. In addition to the Environmental Assessments required in paragraph A of this Article, Lessor shall have the right, but is not required to cause an independent environmental consultant, chosen by Lessor at its sole discretion, to inspect, assess and test the Demised Premises for the existence of any and all environmental conditions and any and all violations of Environmental Laws (Environmental Assessment). The scope, sequence and timing of the Environmental Assessment shall be at the sole discretion of Lessor.
- E. If any Environmental Assessment reveals, or Lessor otherwise becomes aware of, the existence of any violation of any Environmental Laws that either Lessee is unwilling to remediate or that Lessor is unwilling to accept, Lessee shall be in default under this Lease and Lessor shall have the right and option to terminate this Agreement and to declare it null and void.
- F. Not less than one (1) year prior to the expiration of the Lease, Lessee shall have caused to be prepared and submitted to Lessor a written report of a site assessment in scope, form and substance, and prepared by an independent, competent and qualified professional and engineer, registered in the State of Illinois, satisfactory to Lessor, and dated not more than eighteen (18) months prior to the expiration of the Lease, showing that:

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- (1) The Demised Premises and any improvements thereon do not materially deviate from any requirements of the Environmental Laws, including any licenses, permits or certificates required thereunder;
 - (2) The Demised Premises property and any improvements thereon do not contain: (i) asbestos in any form; (ii) urea formaldehyde; (iii) items, articles, containers, or equipment which contain fluid containing polychlorinated biphenyls (PCBs); or (iv) underground storage tanks which do not comply with Environmental Laws;
 - (3) The engineer has identified, and then describes, any Hazardous Materials utilized or maintained on the Demised Premises, the exposure to which is prohibited, limited, or regulated by any Environmental Laws;
 - (4) If any Hazardous Materials were utilized and maintained on the Demised Premises, the engineer has conducted and submitted a Phase II Environmental Assessment of the Demised Premises, which documents that the Demised Premises and improvements are free of contamination by Hazardous Materials;
 - (5) The engineer has identified and then describes, the subject matter of any past, existing, or threatened investigation, inquiry, or proceeding concerning environmental matters by any federal, state, county, regional or local authority, **(the "Authorities")**, and describes any submission by Lessee concerning said environmental matter which it intends to give, has been given or should be given with regard to the Demised Premises to the Authorities; and
 - (6) The engineer includes copies of the submissions made pursuant to the requirements of Title III of the Superfund Amendments and Reauthorization Act of 1986, (SARA) Section 11001 et seq. of Title 42 of the United States Code.
- G. In the event Lessee should receive a Notice of Environmental Problem, Lessee shall promptly provide a copy to Lessor, and in no event later than seventy-**two (72) hours from Lessee's and any tenant's receipt or submission thereof. "Notice of Environmental**

Problem” shall mean any notice, letter, citation, order, warning, complaint, inquiry, claim, or demand that: (i) Lessee has violated, or is about to violate, any Environmental Laws; (ii) there has been a release, or there is a threat of release, of Hazardous Materials, on the Demised Premises, or any improvements thereon; (iii) Lessee will be liable, in whole or in part, for the costs of cleaning up, remediating, removing, or responding to a release of Hazardous Materials; or (iv) any part of the Demised Premises or any improvements thereon is subject to a lien in favor of any governmental entity for any liability, costs, or damages, under any Environmental Laws, arising from or costs incurred by such government entity in response to a release of a Hazardous Material.

10.11 INSPECTION AND RIGHT OF INSPECTION (ENVIRONMENTAL)

- A. In the event Lessee receives a Notice of Environmental Problem as defined in Paragraph 10.10G, Lessee shall, within ninety (90) days, submit to Lessor a written report in scope, form and substance, and prepared by an independent, competent and qualified, professional, registered engineer, satisfactory to Lessor, showing that the engineer made all appropriate inquiry consistent with good commercial and customary practice, such that consistent with generally accepted engineering practice and procedure, indicating whether any evidence or indication came to light which would suggest there was a release of substances on the Demised Premises which could necessitate an environmental response action, and which describes the Demised Premises compliance with, or lack thereof, and with all applicable Environmental Laws or certificates required thereunder, and Lessee’s **compliance with the representations and warranties** previously set forth in this Lease. After review of the written report, Lessor may require Lessee to submit a written Phase II Environmental Assessment pursuant to provisions set forth in paragraph 10.10A.
- B. Lessor hereby expressly reserves to itself, its agents, attorneys, employees, consultants, and contractors, an irrevocable license and authorization to enter upon and inspect the Demised Premises and improvements thereon, and perform such tests, including without limitation, subsurface testing, soils, and groundwater testing, and other tests which may physically invade the Demised Premises or improvements thereon, as Lessor, in its sole discretion, determines is necessary to protect its interests.

IN WITNESS WHEREOF, THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO has caused this instrument to be executed in triplicate by the Chairman of the Committee on Finance of its Board of Commissioners and attested by its Clerk, and its corporate seal to be hereunto affixed; and Lessee has caused this instrument to be executed in triplicate by its President and attested by its Secretary and its corporate seal to be hereunto affixed all the day and year first above written.

METROPOLITAN WATER RECLAMATION DISTRICT
OF GREATER CHICAGO

By: _____
Frank Avila
Chairman of Committee on Finance

ATTEST:

Jacqueline Torres, Clerk

[LESSEE'S NAME]

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

APPROVED AS TO FORM AND LEGALITY:

Head Assistant Attorney

General Counsel

APPROVED:

Executive Director

RECEIVED:

Fee _____

Insurance _____

Bond _____

APPRAISAL REQUIREMENTS

APPRAISAL REQUIREMENTS

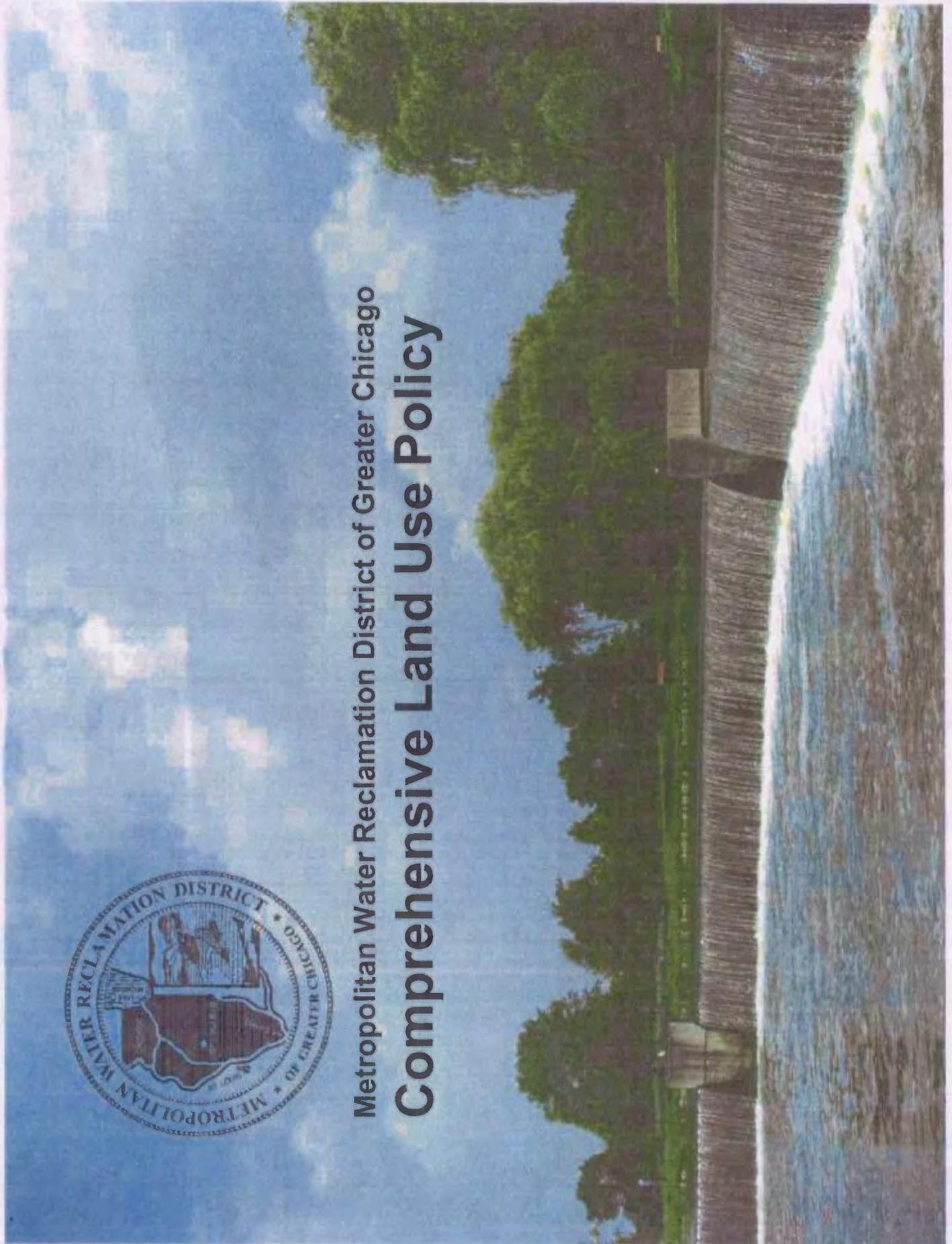
The appraisal report must clearly and accurately set forth the appraisal analysis, opinion or conclusion in a manner that is not misleading and must contain sufficient information to be understood properly. There are 18 report guidelines that must be used in this report, and they are as follows:

1. Identify and describe the real estate being appraised (including a legal description, property identification number (PIN) and address with ZIP code).
2. Identify the real property interest being appraised.
3. State the purpose of the appraisal.
4. Define the value.
5. Set forth the effective date of opinion and date of report.
6. Define the scope of the appraisal.
7. Set forth all assumptions and limiting conditions used in the appraisal.
8. Set forth the appraisal procedures followed, data considered and reason it supports the analysis, opinions and conclusions.
9. Set forth the opinion of highest and best use when necessary and appropriate.
10. Explain and support the exclusions of any of the usual valuation approaches (cost approach, direct sales comparison approach and/or income approach).
11. Set forth any information that may be appropriate to show compliance with market-supported facts used to draw conclusions.
12. Include an analysis and report data on current revenues, expenses, and vacancies for the property if it is and will continue to be income producing.
13. Include an analysis of a reasonable marketing for the subject property.
14. Include an analysis of current marketing, market conditions and trends that will affect projected income or the absorption period to the extent they affect the value of the subject property.
15. Include an analysis of appropriate deductions and discounts for any proposed construction, or any completed properties that are partially leased or leased at other than market rents as of the date of the appraisal, or any tract developments with unsold units.
16. Identify and separately value any personal property, fixtures or intangible items that are not real property but are included in the appraisal and discuss the impact of their inclusion or exclusion on the estimate of market value.
17. Include a signed certification by the preparer of the report.
18. Include a resume of preparer's qualifications and past appraisal experience. The appraiser must be a member of the Appraisal Institute (MAI Certified).

COMPREHENSIVE LAND
USE POLICY



Metropolitan Water Reclamation District of Greater Chicago
Comprehensive Land Use Policy



FOREWORD

The Metropolitan Water Reclamation District of Greater Chicago was organized in 1889 as an independent unit of government and taxing body. The District was organized in response to a longstanding problem with contamination of the water supply and nuisance conditions in the Chicago River and other waterways. The District reversed the flow of the Chicago and Calumet River systems to stop discharge of sewage into Lake Michigan and instead discharge it into the Des Plaines River and eventually the Mississippi River. In order to reverse the flow of the Chicago and Calumet River Systems, the District constructed 61.3 miles of canals and waterway improvements. These canals are known as the Chicago Sanitary & Ship Canal, the Cal-Sag Channel, and the North Shore Channel. The District owns substantial acreage on both sides of these canals spanning several counties, including Cook, DuPage, and Will Counties. It also owns thousands of acres in Fulton County as well.

Over these past 125 years, a number of policies have been enacted concerning the District's landholdings. The purpose of this Comprehensive Land Use Policy is to provide a mechanism where all these policies governing District real estate are contained, and made available, in a single source. The end result is a single comprehensive policy that adopts some of the District's policies of yesterday, while at the same time, introduces new policies that satisfy the District's vision of today. As this vision changes over time, so too will this comprehensive policy, but with a unified approach that continues to make everything available in a single source.

The District's enabling statute, 70 ILCS 2605/1 et al., sets forth the District's powers and duties, including its statutory requirements for acquiring, selling, and leasing District real estate. Through its real estate policies, the District is able to maintain a sense of direction from a literal interpretation of its leasing statute. By enacting a Comprehensive Land Use Policy, the District can ensure that its program is well-planned, that its lands are held and not dissipated, that special privileges to individuals and organizations are denied, and that all citizens and organizations seeking to lease District real estate are treated equally and uniformly. Through policies well made and kept, the District can continue to make its lands available for different uses.

Not to be lost in this is the District's mission as a chartered organization: to protect the public's health and safety by treating wastewater, managing stormwater, and protecting water as a vital resource for its service area. Corporate use of District land, that is, any use of District land necessary for the District to fulfill its corporate purpose, will always be given first priority over all other uses of District land. Land not currently needed for corporate use, on the other hand, will be made available for leasing, for use by easement, or for temporary use by permit. The goal of this comprehensive policy is to put this available District land to its best possible use in a manner that does not inhibit the District from fulfilling its chartered mission.

To accomplish this goal, a thorough understanding of several different, though not always competing, needs and interests is necessary. There are the needs and interests of commerce and industry, which stimulate economic growth, provide valuable jobs to people living in our region, and improve the tax base. The District will continue leasing land to responsible commercial and industrial tenants, like barge companies that require leaseholds with direct

access to water. District land contiguous to its three channels of water is well-suited for this commercial purpose. There are the needs and interests of municipalities and local park districts. Presently, 75% of District real estate currently being leased is devoted to open green space. The District will continue leasing land at nominal costs to these public entities for open green space purposes such as nature preserves and parks and recreation. Then there are the needs and interests of the District itself--such as the need to maximize rental income to help minimize the real estate tax levies--which are tied directly to its vision as a public organization.

The District's vision consists of several components: that a healthy financial environment is critical to its operations, that employees are its greatest asset, that sensibly meeting the needs of the public is its primary focus, and that protecting the natural environment is its most important mission. Successful, yet responsible, stewardship of land that promotes these basic tenets will continue to be the driving force behind this comprehensive policy.

Land use categories will be established by the District consistent with this comprehensive policy, with input from the community. District land that is now, or later becomes, vacant will be designated for corporate purpose, for natural habitat/restoration, for public access, or for commercial or industrial purposes. Green infrastructure initiatives will continue to factor heavily in the use of District land. Municipal and other tenants who enter into leases through negotiation rather than through the statutory leasing process will be required to accomplish certain "green" milestones, while new commercial or industrial tenants will receive incentives from the District to likewise accomplish the same. Long-term leases with responsible commercial or industrial tenants will continue to be encouraged, as they provide stability to both the District and the land that is being occupied.

The District is committed to making land that is not necessary for corporate use available to both public and private entities to ensure optimal use. This Comprehensive Land Use Policy not only fosters relationships with those entities, but it also sees the importance of preserving the health of our natural environment. It is the framework for a brighter and better tomorrow.

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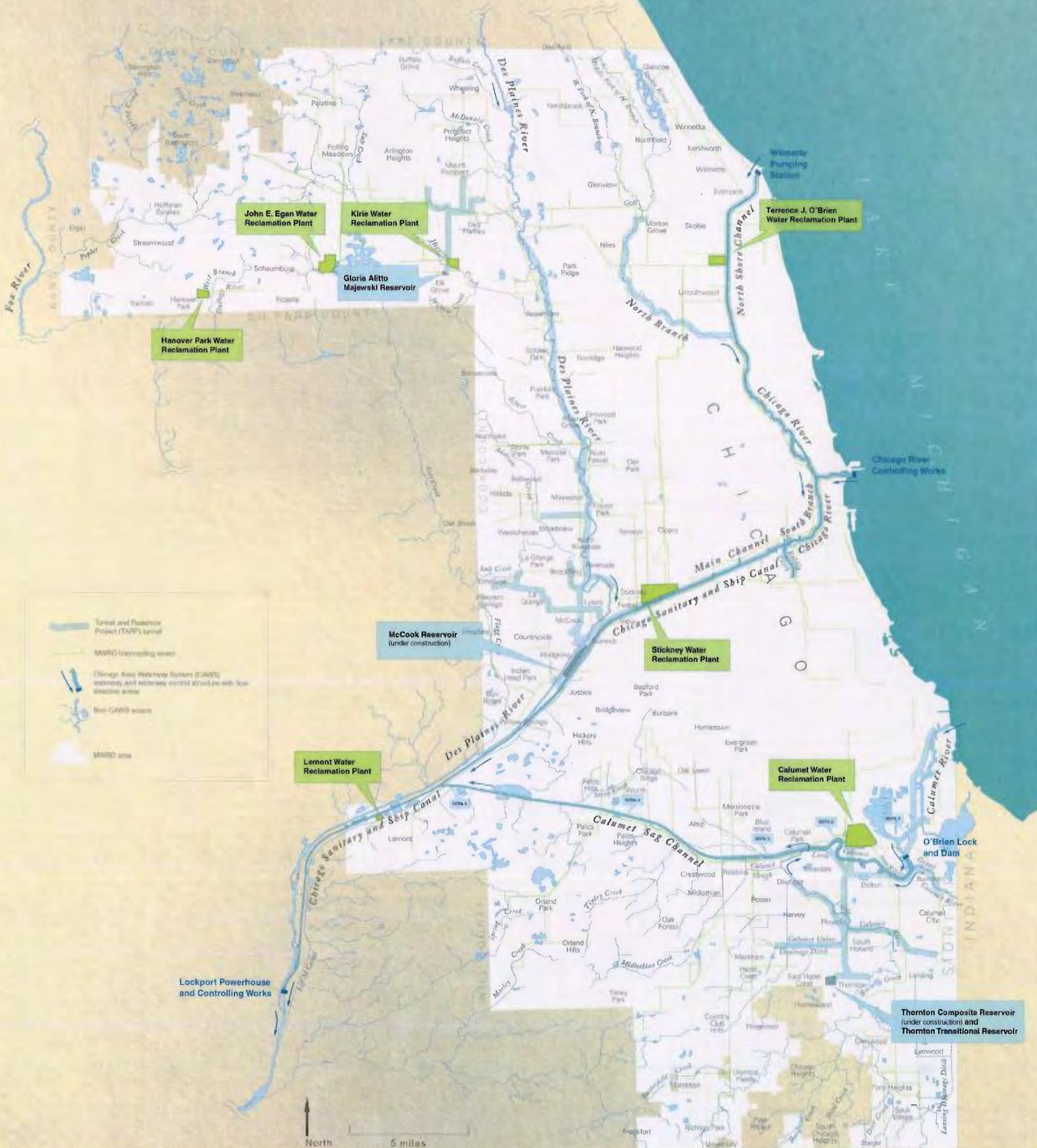
- Chapter 1: Map of Waterways
- Chapter 2: Executive Summary of Statutory Authority to Sell, Lease, or Otherwise Allow Use of District Land (70 ILCS 2605/8, 8a, and 8c)*
- Chapter 3: Land Use Policies
- Chapter 4: 70 ILCS 2605/8, 8a & 8c (Full Versions)*

*The above statutory provisions and summary pertain to the law as it exists on the date of passage of this Comprehensive Land Use Policy. Any subsequent amendments to these provisions will be contained in the Illinois Compiled Statutes, as amended.

Comprehensive Land Use Policy

Chapter 1: Map of Waterways

Metropolitan Water Reclamation District of Greater Chicago



Visit www.mwr.org, and click "Business with Us" then "Real Estate" to see:
* Atlases of the District's channel waterways designating current uses
* the District's standard lease form

Comprehensive Land Use Policy

Chapter 2: Executive Summary of Statutory Authority
to Sell, Lease, or Otherwise Allow Use of District Land
(70 ILCS 2605/8, 8a, and 8c)

Policies governing the sale or lease of District land, or the granting of easements or issuance of permits, may not supersede or be inconsistent with the District's Enabling Act. There are three sections of the Act that pertain primarily to such transactions. Below is a summary of the salient provisions contained in those sections:

70 ILCS 2605/8

- The District may sell or vacate its land, but only if the land is no longer required for the corporate purposes of the District and only upon recommendation of the District's Executive Director and upon the approval by the Board of Commissioners.
- The District may lease its land if, in the opinion of the Board of Commissioners and the Executive Director, it is no longer required for the District's corporate purposes or not immediately needed for such purposes. The lease shall be upon the terms as the Board of Commissioners, upon recommendation of the Executive Director, may determine.
- The District may grant easements and permits for use of its land which will not, in the opinion of the Board of Commissioners and the Executive Director, interfere with the use of the land for the District's corporate purposes.
- The term of any lease of District real estate may not exceed 99 years.

70 ILCS 2605/8a

- In addition to any other powers conferred upon the District, the District may sell or otherwise transfer real estate to the United States of America, the State of Illinois, the County of Cook, and/or any municipal corporation, with the approval by the Illinois Department of Natural Resources.

70 ILCS 2605/8c

- Notice of the proposed lease shall be published for three consecutive weeks in a newspaper of general circulation within the District.
- Fair market value of the underlying fee of the proposed lease must be determined by two American Institute of Real Estate Appraisers or similarly qualified appraisers. The District may engage an additional appraiser. Every appraisal report must contain an affidavit certifying the absence of any collusion relating to the lease of the property.
- Every lease must be awarded to the highest responsible bidder upon free and open competitive bids. In determining the responsibility of any bidder, the District may consider, in addition to financial responsibility, any past records of transactions with the bidder and any other pertinent factors, including but not limited to, the bidder's performance or past record with respect to any lease, use, occupancy, or trespass of District or other lands.
- Prior to acceptance of the bid of the highest bidder and before execution of the lease, the bidder shall submit to the Board of Commissioners and Executive Director, for incorporation into the lease, a detailed plan and description of improvements to be

constructed upon the leased property, the time within which the improvements will be completed, and the intended uses for the leased property.

- No lease may be awarded unless the bid of the highest responsible bidder provides for an annual rent of at least 6% of the parcel's fair market value. However, if the parcel contains a special development impediment, defined as any condition that constitutes a material impediment to the development or lease of a parcel, annual rent may be less than 6% of the parcel's fair market value for the first 10 years of the lease, at which point the annual rent shall return to a rate no less than 6% of the parcel's fair market value.

- If there is more than one responsible bid, the Board of Commissioners may authorize and direct the Executive Director to solicit from the two highest responsible bidders written amendments to their prior bids, increasing their rental bid proposal by at least 5% in excess of their prior written bid, or otherwise amending the financial terms of their bid so as to maximize the financial return to the District during the term of the proposed lease. Upon the Executive Director's tentative agreement with one or more amended bids, the bids may be submitted to the Board of Commissioners with the recommendation of the Executive Director for acceptance of one or rejection of all. The amendments may not result in a diminution of the terms of the transaction and must result in an agreement that is equal to or greater in value than the highest responsible bid initially received.

- All leases awarded after competitive bidding may be subject to annual adjustments based on changes in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, or some other well known economic governmental activity index.

- Any lease for 15 years or more shall be subject to rent adjustments every 10 years, known as decennial rent adjustments. If the initial rent is below 6% fair market value due to the existence of a special development impediment, the first decennial rent adjustment shall not occur until the 20th year of the lease. Such redetermination shall be as of the first day of each succeeding 10 year period, and annual rental payments shall be adjusted so that the ratio of annual rental to fair market value shall be the same as that ratio for the first year of the preceding 10 year period. The decennial adjustment shall not exceed 100% of the rental in effect on the last day of the preceding 10 year period, except when the property rental is less than 6% of fair market value due to the existence of a special development impediment, in which case, the decennial adjustment shall not be so limited until the twentieth year of the lease.

- In addition to the fixed annual rent, the District may require additional rent to be paid based upon a percentage of the tenant's revenues derived from its business operations on the leasehold premises or subleases. These are matters of additional compensation and are not considered in determining the highest bid of an applicant for a lease.

- No assignment or sublease shall be effective without the prior written consent of the Executive Director and the Board of Commissioners. The District may consider, for any assignment or sublease, all pertinent factors including the assignee's or sublessee's financial responsibility. The District may also condition its consent upon the redetermination of the annual rent required to be paid under any lease initially executed on or before January 1, 1983, for which the annual rent being paid was less than 6% of the

current appraised fair market value of the leased property. No assignment or sublease is effective if the assignee or sublessee is a trust constituted by real property of which the trustee has title but no power of management or control, unless the identity of the beneficiaries of the trust is revealed, upon demand, to the Executive Director and the Board of Commissioners.

• If the Executive Director and the Board of Commissioners conclude that it would be in the public interest, the District may lease its land to the following entities without complying with the above provisions: 1) the United States of America, the State of Illinois, the County of Cook, or any municipal corporation, provided that the property is to be applied exclusively for public recreational purposes or other public purposes; 2) any academic institution of learning which has been in existence for 5 years prior to the date that the lease is entered, provided that the property is to be applied exclusively to the operation of the institution's academic or physical educational programs; or 3) any tenant who leases land that is located in a county with a population of 100,000 or less and which is leased solely for agricultural or commercial recreational uses. All such leases are terminable by the District with one year notice to the tenant in the event that Board of Commissioners and the Executive Director determine that the leased land, or part thereof, has become essential to the corporate purposes of the District.

Comprehensive Land Use Policy

Chapter 3: Land Use Policies

Land Use Policies Guide

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3.1 Overview

This chapter sets forth the Board of Commissioner's policies concerning use of District land, whether by lease, easement, or permit. It is divided into ten sections:

- 3.1 Overview
- 3.2 Definitions
- 3.3 Sale of District Land
- 3.4 The District's Waterway Strategy
- 3.5 Land Use Categories
- 3.6 Green Infrastructure Requirements and Incentives
- 3.7 Signage
- 3.8 Leasing District Land
- 3.9 Easements on District Land
- 3.10 Permits for Use of District Land

It contains not just restrictions and prohibitions, but also recommended uses of District land for future tenants.

Nothing contained herein is intended to conflict with the provisions of the District's Enabling Act, including its leasing statute. To the extent a conflict exists, the provisions of the Enabling Act will control. Nor are these policies intended to conflict with, or supersede, the applicable zoning laws of any local municipality with proper jurisdiction.

Unless otherwise stated herein, the policies set forth herein shall apply to all leases, easements, and permit agreements, and renewals thereof, entered into and fully executed upon, or after, the date of passage of this Comprehensive Land Use Policy. They are not intended to replace, supersede, or excuse the performance of any obligation created by an existing contract pursuant to a lease, easement, or permit agreement, or any renewal thereof, entered into with the District before such date of passage. For purposes of this Comprehensive Land Use Policy, "date of passage" refers to the date that the United States Environmental Protection Agency approves the District's Green Infrastructure Program Plan, which includes this Comprehensive Land Use Policy, pursuant to the Consent Decree entered in *United States of America, et al., v. Metropolitan Water Reclamation District of Greater Chicago*, Case Number 11 C 8859.

All real estate policies of the Board of Commissioners enacted before the date of passage of this Comprehensive Land Use Policy shall remain in full force and effect until such date of passage, at which time they are hereby repealed.

Upon recommendation of the Executive Director, the Board of Commissioners reserves the right to waive or amend any requirement contained in this Comprehensive Land Use Policy whenever such waiver or amendment is in the best interests of the District and done without contravening any legal obligation incurred by, or imposed upon, the District by law, decree, or contract.

3.2 Definitions

Board of Commissioners means the elected body of governance for the Metropolitan Water Reclamation District of Greater Chicago.

Corporate Use Land means District land that is necessary for use by the District to fulfill its corporate mission to treat and convey wastewater, manage stormwater and control flooding, or develop best management practices for use of farm land. The designation of corporate use land is transient in nature and subject to change over time.

District means the Metropolitan Water Reclamation District of Greater Chicago.

Easement means a written contractual agreement between the District and another party that authorizes that party to cross or otherwise use a specified parcel or parcels of District land for a specific purpose or purposes.

Executive Director means the Executive Director of the Metropolitan Water Reclamation District of Greater Chicago.

Lease means a written contractual agreement in which the District conveys a specified parcel or parcels of District land for a specific purpose or purposes to another party for a specified period of time not to exceed what is provided by statute in exchange for annual rental payments.

Lessee(s) means any person or entity that has entered into a lease agreement with the District. The term includes the lessee's agents, representatives, successors, and assignees.

Permit means a written authorization from the District that authorizes another party to use a specified parcel or parcels of District land for a short duration and for a limited purpose.

Private lease or leasing refers to any leasing of District land by the District that is governed by 70 ILCS 2605/8c(1)-(10). Private leasing must be competitively bid before a lease is entered into with the District.

Public lease or leasing refers to any leasing of District land by the District that is not governed by 70 ILCS 2605/8c(1)-(10) by virtue of 70 ILCS 2605/8c(11). Public leasing is not competitively bid before a lease is entered into with the District, and the leased premises must be used solely for public recreational purposes or other public purposes.

Surplus Land means any District land that the District determines is not currently needed for its corporate use. The designation of surplus land is transient in nature and subject to change over time.

Waterway Strategy means the District's comprehensive approach to District land contiguous to waterways.

3.3 Sale of District Land

- A. Permissible Sales: The sale of Surplus Land located in Cook, DuPage, and Will Counties that is isolated and not contiguous to waterways, and the sale of District land in Fulton County, is permitted, but only upon the Executive Director's recommendation and at the sole discretion of the Board of Commissioners.
- B. Prohibited Sales: The sale of Corporate Use Land, and any District land contiguous to waterways in Cook, DuPage, or Will County, is prohibited.

3.4 The District's Waterway Strategy

- A. District Lands Contiguous to Waterways
 - 1. Setback Requirements: It is the intent of the District to have a well-maintained and attractive river edge of all of the property it owns adjacent to waterways, including the Chicago River, the Chicago Sanitary & Ship Canal (a.k.a. Main Channel), the North Shore Channel, and the Cal-Sag Channel. In order to accomplish this goal, the District requires a waterway edge easement to be included in its land leases. Unless otherwise authorized by the Board of Commissioners, the width of the easement shall be a minimum of 60 feet and up to 100 feet, when feasible. Such width shall be measured from the edge of the water at normal water levels, then inward across the leased premises at a 90 degree angle, or best approximation thereof, from the water's edge. No lessee of the District shall cause, or allow to be caused, any impediment to be constructed or placed upon such easement, whether it be a permanent structure such as a building, or moveable objects such as unsightly materials and debris. Buildings existing at the time this policy is enacted shall be grandfathered in.
 - 2. Bank Stabilization and Landscaped Visual Screening: All lessees shall be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen that effectively screens the leased premises from the viewpoint of the waterway edge easement. The recommended landscaped visual screen, whenever possible, shall consist of native vegetative cover. In the event that site development necessitates removal of existing vegetative cover, the lessee shall be required to promptly reestablish native vegetative cover in the same quantities as those removed during the development.
 - 3. Penalties: Any lessee's failure to comply with the requirements contained in subsections A(1) and A(2) above shall constitute a breach of the lease agreement by the lessee and shall be grounds for the District, at its option, to terminate the lease agreement. The District shall also have the right to recover from the lessee any and all reasonable costs associated with correcting each such violation, including, but not limited to, remediation costs to have the violations corrected, as well as court costs

and attorneys' fees for filing an action in circuit court seeking an order to have the lease agreement terminated on these grounds.

B. North Shore Channel – Additional Requirements

1. Limitations on Use of Lands Contiguous to North Shore Channel: All District lands contiguous to either side of the North Shore Channel, starting from the south at Devon Avenue and continuing north to, and including, Wilmette Harbor, shall be dedicated and used exclusively as open green space and public recreational use.
2. Special Lease Conditions: All District leases pertaining to lands contiguous to the North Shore Channel shall require continuous trails, boat access, and bank stabilization; however, in the case of renewed District leases to public agencies, the stated policy shall apply only to the extent it is economically feasible and consistent with existing public uses.

C. Exceptions: Any use of District land that is prohibited by or inconsistent with the terms of this Paragraph 3.4 shall be permitted only upon one or more of the following conditions:

1. Uses Permitted Under Pre-Existing Leases: The use is authorized by the terms of an unexpired lease agreement with the District that was entered into before the date of passage of this Comprehensive Land Use Policy. Such use shall continue to be permitted until such time as the lease agreement expires or is terminated, unless otherwise extended by the Board of Commissioners.
2. Variances: The use is authorized by a variance granted by the Board of Commissioners whenever, and to the extent, it deems that the variance is necessary and in the best interests of the District considering the location, existing topography and vegetation, and use or proposed use of the leased premises. All variances shall be granted only by approval of the Board of Commissioners at its sole discretion, with recommendation by the Executive Director.
3. Waterborne Commerce: The use is for the purpose of waterborne commerce pursuant to a lease agreement with the District. In such instances, no variance from the Board of Commissioners is necessary. However, the lessee shall, to the extent possible, construct and maintain a docking facility compatible with the visual intent of the scenic easement, with the District maintaining the sole discretion to determine whether compatibility has been achieved.

3.5 Land Use Categories

A land use category is a designation by District staff as to the a) manner that District land is presently being used in the case of land that is already occupied, or b) recommended use of District land in the case of land that is vacant. District staff shall be responsible for

assigning each vacant parcel of District land an appropriate land use category. Once a vacant parcel is assigned a land use category, steps will be taken by the District to locate tenants who are interested in using the parcel in a manner conducive to the land use category that the parcel has been assigned. This does not limit the District from allowing the parcel to be used for a different purpose, or to assign the parcel a different land use category whenever appropriate. Instead, it is simply a statement of the District's preference as to how vacant parcels of District land should be presently utilized.

Each vacant parcel of District land will be assigned one of the following land use categories:

- Corporate Purpose – Land that is necessary for use by the District to fulfill its corporate mission to treat and convey wastewater, manage stormwater and control flooding, or develop best management practices for use of farm land.
- Natural Habitat/Restoration – Land that is in its natural environmental state or being restored to its natural environmental state.
- Public Access – Land that is typically leased to a unit of local government, or a local public agency such as a park district, that is set aside for use by the public.
- Commercial/Industrial – Land that is used by businesses for commercial or industrial purposes.

3.6 Green Infrastructure Requirements and Incentives

- A. Introduction: The District is developing and implementing a Green Infrastructure Program Plan, which includes this Comprehensive Land Use Policy. As part of the Comprehensive Land Use Policy, a policy has been established for implementing green infrastructure on District land that is leased to public and private tenants.
- B. Public Leases: For District lands that are leased to other governmental entities and/or for public use, new or renewed leases must incorporate green infrastructure. Typically, the District enters into nominal fee leases with other units of local government, park districts, etc., wherein the local governments then improve the leasehold and make it available for public use/access.

For any new/renewed lease, the lessee must now also pay for and include green infrastructure on its leasehold. The amount of green infrastructure credited will be determined by what is referred to as "Design Retention Capacity" (DRC). DRC shall mean the maximum available retention capacity of a project in any individual storm event as stated in project plans stamped by a licensed Professional Engineer or, in the absence of such statement, a project-specific capacity calculated using the following table:

Technology	Quantity	Unit	Design Retention Capacity (gallons)
Rain Gardens	100	sq. ft.	200
Native Plants/ Landscaping	100	sq. ft.	150
Stormwater Trees	100	Trees	1000
Porous Pavement	100	sq. ft.	1000
Bio-Swales	100	sq. ft.	500
Green Roofs	100	sq. ft.	300
Greenways	100	sq. ft.	63

For nominal fee leases/renewals of leases to governmental entities, the lessee will be required to pay for and install green infrastructure technology. The volume control storage to be provided for any new/renewed lease shall equal the capture of 1-inch of runoff from proposed or existing impervious surfaces within the leasehold and/or 5,000 gallons per leased acre, whichever is higher. Additionally, the lessee shall be responsible for all operations and maintenance of the green infrastructure technology on an ongoing basis for the remainder of the leasehold.

In lieu of, or in addition to, a governmental entity installing green infrastructure on its leasehold with the District, the governmental entity can, and is encouraged to, install green infrastructure in other parts of its community. For green infrastructure installed offsite from the leasehold with the District, to the extent the governmental entity intends to seek credit for meeting its green infrastructure requirements under its leasehold with the District, such off-site green infrastructure must be reviewed and approved by the District prior to the governmental entity seeking such credit for it.

Such factors that the District will consider in whether or not to grant green infrastructure credit include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Any credit given for green infrastructure off-site is solely at the District's discretion, with appropriate signage indicating that such green infrastructure is being done in partnership with the District.

To the extent practicable, governmental entities leasing District land shall use District biosolids in any amendments they perform to the leasehold soil. Such amendments may include, but not necessarily be limited to, creating bio-swales, native landscaping, and recreational fields. To the extent practicable, the District will provide such biosolids free of charge with the local municipality being required to pay for the transportation costs and the costs associated with the soil amendments.

- C. Private Entity/Commercial Leases: For District owned land within the District's service area leased for private use under new and renewed leases, the District has developed the following incentive program to encourage private/commercial lessees to design, implement, operate, and maintain

green infrastructure technology on its leasehold beyond the requirements for volume control storage imposed on the lessee by the District's Watershed Management Ordinance ("WMO"). Article 503 of the WMO requires non-residential development or redevelopment greater than one-half acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. The WMO's regulations for development and redevelopment are applicable to suburban Cook County but not the city of Chicago. However, for purposes of this section, all private entity/commercial leases, whether in Chicago or suburban Cook County, will be required to conform with the WMO as applicable to the type of use proposed.

The amount of green infrastructure credited will be based on DRC, as defined in paragraph 3.6B, including the table above.

Subject to the minimum rent provisions of Section 8c of the District's Enabling Act (70 ILCS 2605/8c), the District will provide the private lessee with a credit equal to \$0.50 on the \$1.00, up to 10% of the leasehold cost, capped at 10 years, for expenditures and improvements on the leasehold of pre-approved green infrastructure. For example, where a leasehold has an annual rent of \$100,000, that lessee can invest up to \$200,000 in green infrastructure and receive a maximum credit of 10% of the value of that leasehold, capped at 10 years (10% of annual rent = \$10,000 x 10 years), or \$100,000 for pre-approved green infrastructure improvements.

In lieu of, or in addition to, a private lessee installing green infrastructure on its leasehold with the District, a private lessee can, and is encouraged to, design, implement, operate, and maintain green infrastructure in partnership with, and on lands owned by, the local municipality where the leasehold is located. The responsibility for ongoing maintenance and operation shall be borne by the private lessee. For green infrastructure installed off-site from the leasehold with the District, to the extent the private lessee intends to seek monetary credit for its green infrastructure requirements under its leasehold with the District, such off-site green infrastructure must be reviewed and approved by the District prior to the private lessee seeking credit for it.

Such factors that the District will consider in whether or not to grant green infrastructure credit include, but are not necessarily limited to, where green infrastructure can mitigate local flooding, reduce infiltration and inflow, or educate the public about green infrastructure and benefit the community as a whole. Any credit given for green infrastructure off-site is solely at the District's discretion.

The District must pre-approve any such green infrastructure projects, and any invoices seeking a monetary credit shall specifically set forth the green infrastructure component of the project, with the District only providing the offset credit for that component of the project.

For purposes of the offset credit, acceptable green infrastructure technologies include: rain gardens, native plants/landscaping, stormwater trees, porous/permeable pavement, bio-swales, green roofs and greenways.

3.7 Signage

A. Permissible Signage:

1. District Signs: Signs posted on District property by the District are permitted.
2. Tenant Signs: Signs that identify the name and address of District tenants are permitted provided they comply with applicable local law. Each such sign shall be posted within the boundaries of the District land that is being leased to the tenant, and shall not be posted in a manner that violates the District's Waterway Strategy. The tenant shall comply with all directions from the District, whenever given, as to the make, size, content, and location of the sign. In its sole discretion, the District may allow more than one sign to be posted on site per tenant, but no such additional sign may be posted without the consent of the District, which can be revoked. Upon expiration of the lease agreement, the tenant is responsible for removing the sign from the leased premises.

B. Prohibited Signage: No sign, other than what is permitted in subparagraphs A(1) and (2) above, shall be allowed on District property. Billboard signs are specifically prohibited.

3.8 Leasing District Land

The private and public leasing of District land shall conform to the following policies, which supplement the requirements contained in the District's Enabling Act.

A. Private Leasing

1. Minimum Bid: The minimum acceptable annual rental bid for purposes of private leasing of District land shall be no less than 10% of the highest appraised fair market value of the land.
2. Term: The maximum term for private leases of District land shall be 39 years. However, subject to the District's Enabling Act, a longer term may be allowed by the Board of Commissioners, upon recommendation by the Executive Director, for leases involving a commercial or industrial development where such term is necessary to finance the development.
3. Rent to Be Paid to the District (for standard leases where no special development impediment exists)
 - a. Initial Annual Rent: The initial annual rent payable to the District for private leases of District land shall be no less than 10% of the highest

appraised fair market value of the land. Under no circumstances shall the annual rent ever be less than \$5,000.00.

- b. Annual CPI Adjustments: Except for years when the annual rent is adjusted pursuant to subparagraph (c) of this section below, the rent payable to the District for private leases of District land for each succeeding year after the first year shall be adjusted annually by multiplying the rent in effect for the previous one-year term by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established on the first day of January immediate preceding the term of the lease and every January 1st thereafter during the term of the lease. In the event the Consumer Price Index is discontinued, the Board of Commissioners shall, in its sole discretion, select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area.

This subparagraph is limited in scope to rent increases. No adjustment to rent as provided herein shall ever result in a decrease in the amount of annual rent owed to the District.

- c. Ten Year Periodic Rent Adjustments: For private leases of a duration of 15 years or more, on the ten-year anniversary following the effective date of the lease, and every ten-year periodic anniversary thereafter, the rent in effect for the most recent one-year term shall be adjusted and predetermined in accordance with the conclusions of a review of the fair market value of the fee simple estate upon which the leased premises is located, independent of improvements constructed by the tenant on the leased premises after the effective date of the lease, in accordance with appraisal procedures set forth in 70 ILCS 2605/8c. The rent shall be based on the highest appraised value.

The annual rent for each following ten-year period will be increased by multiplying the fair market value of the fee simple estate upon which the leased premises is located by the same percentage used to determine the initial annual rent. The fair market value of the re-appraised fee estate and the rent for the leased premises shall be established by the Board of Commissioners, who shall determine the rent by using the highest appraised fair market value of the fee estate. The appraisals required by the tenant shall be made and dated within the last one hundred twenty (120) days of the ten-year period of the lease which will be expiring. The appraisals shall be delivered to the District no later than forty-five (45) days prior to the end of the ten-year period.

In the event that fair market value and/or the annual rent for the next ten-year period has not been established before the commencement of

any new ten-year period, the tenant shall continue to pay the annual rent in effect for the last year of the prior ten-year period until such time that the reappraisal and decennial rent adjustment has been established. The tenant shall then be responsible for paying any resulting rent increase that would have been owed to the District had the re-appraised rent been established before the expiration of the previous ten-year period. Such payment shall be made within thirty (30) days of the tenant receiving notice of the increase.

All ten-year periodic annual rent adjustments shall be made without regard to the annual rent in effect for the last year of the preceding ten-year period, except for leases entered after September 11, 2007, no increase shall exceed 100% of the rent in effect on the last day of the preceding ten-year period. Upon the establishment of the fair market value and the adjusted annual rent to be paid for that ten-year period, at any time later than the end of any period of the lease, such fair market value and rent shall take effect as of the first (1st) day of the period.

This subparagraph is limited in scope to rent increases. No adjustment to rent as provided herein shall ever result in a decrease in the amount of annual rent owed to the District.

- d. **Additional Compensation:** In addition to the annual rent owed for private leases of District land, the District, in its sole discretion, may also require a tenant to pay in cash a certain percentage of the gross revenues generated by the tenant's use of or activities on the leased premises. In no circumstance shall that percentage exceed 50% of the gross revenues.

4. **Sublease or Assignment**

- a. **Consent:** No private lease of District land shall be wholly or partially sublet or assigned to any other party without prior written consent from the District.
- b. **Additional Compensation Owed for Sublease:** In the event that a sublease or assignment consented to by the District results in payment of rent to the sublessor that exceeds the amount of rent owed to the District under the lease agreement, the District shall be entitled to 50% of the difference in rent between the subtenant's annual rent and the lessee's annual rent. If the sublease provides for a commercial use that generates a net profit, the District, in its sole discretion, may condition its consent to sublease upon receiving 15% of the net profit generated as a result of the sublease.
- c. **Penalty for Unauthorized Sublease or Assignment:** In addition to other remedies available to the District under the lease agreement, the District shall be entitled to 100% of any fees or rent paid to the

tenant pursuant to any sublease or assignment that was not consented to by the District in accordance with subparagraph (i) above.

5. Environmental Provisions

- a. TACO Tier I Residential Standards: At the expiration of any private lease of District land, the tenant shall restore the leased premises to TACO Tier I Residential Standards, as set forth in 35 IAC 742.500, as amended. In the event the property did not meet such standards at the commencement of the lease through no fault of the tenant or any of its affiliates or subsidiaries, the tenant shall restore the leased premises to the condition it was when the lease first commenced as determined by the District.
- b. Site Remediation Bond: At or before the commencement of the last five-year period of any private lease of District land, the tenant shall lodge with the District an Environmental Site Restoration/Remediation Bond in a penal sum to be determined by the District, secured either by cash, irrevocable letter of credit, or a commercial bond with surety, to secure the tenant's performance of and compliance with the environmental provisions of the lease.

B. Public Leasing

1. Term: The maximum term for the public leasing of District land shall be determined by the Board of Commissioners.
2. Rent to be Paid to the District:
 - a. Land Made Available for Public Recreational Use (Non-Revenue Generating): The only rent that shall be paid to the District for the entire term of any public lease of District land where the leased premises is generally made available for public recreational use and is not used to generate income shall be a fee of \$10.00.
 - b. Land Made Available for Public Recreational Use (Revenue Generating): The annual rent to be paid to the District for any public lease of District land where the leased premises is generally made available for public recreational use that generates income of any kind shall be no less than 6% of the appraised fair market value. If multiple appraisals are obtained, the annual rent shall be no less than 6% of the highest of the appraised values. Under no circumstances shall the annual rent ever be less than \$5,000.00.

However, rather than accepting the greater of 6% of the appraised fair market value or \$5,000.00, the District may instead, at its sole

discretion, accept as rent an initial fee of \$10.00, plus 25% of the net revenue generated as a result of the lease.

c. Land Made Available for Public Non-Recreational Use: The annual rent to be paid to the District for any public lease of District land where the leased premises is used for a public non-recreational use (e.g., fire stations or employee parking lots) shall be no less than 6% of the appraised fair market value. If multiple appraisals are obtained, the annual rent shall be no less than 6% of the highest of the appraised values. Under no circumstances shall the annual rent ever be less than \$5,000.00.

3. Environmental Provisions - TACO Tier I Residential Standards: At the expiration of any public lease of District land, the tenant shall restore the leased premises to TACO Tier I Residential Standards, as set forth in 35 IAC 742.500, as amended. In the event the property did not meet such standards at the commencement of the lease through no fault of the tenant, the tenant shall restore the leased premises to the condition it was when the lease first commenced as determined by the District.

C. Leasing to Academic Institutions of Learning (as specified in 70 ILCS 2605/8c)

1. Term: The maximum term for the leasing of District land to academic institutions of learning shall be determined by the Board of Commissioners.

2. Rent to be Paid to the District: The annual rent to be paid to the District for any lease of District land to any academic institution of learning where the land is used exclusively for the institution's academic or physical education program shall be no less than 6% of the appraised fair market value. If multiple appraisals are obtained, the annual rent shall be no less than 6% of the highest of the appraised values. Under no circumstances shall the annual rent ever be less than \$5,000.00.

3. Environmental Provisions - TACO Tier I Residential Standards: At the expiration of any lease of District land to an academic institution of learning, the tenant shall restore the leased premises to TACO Tier I Residential Standards, as set forth in 35 IAC 742.500, as amended. In the event the property did not meet such standards at the commencement of the lease through no fault of the tenant, the tenant shall restore the leased premises to the condition it was when the lease first commenced as determined by the District.

3.9 Easements on District Land

Easements across District land shall be granted only upon recommendation of the Executive Director and approval by the Board of Commissioners. All such easements shall

conform to the following policies, which supplement the requirements contained in the District's Enabling Act.

A. Easements to Private Entities

1. Term: The maximum term for District easements to private entities shall be determined by the Board of Commissioners.
2. Rent to Be Paid to the District
 - a. Initial Annual Rent: The initial annual rent payable to the District for any easement across District land granted to private entities shall be no less than 10% of the fair market value of the land. Under no circumstances shall the annual rent be less than \$5,000.00.
 - b. Annual CPI Adjustments: Except for years when the annual rent is adjusted pursuant to subparagraph (c) of this section below, the rent payable to the District for any easement across District land for each succeeding year after the first year shall be adjusted annually by multiplying the rent in effect for the previous one-year term by the percentage of change in the Consumer Price Index for the Chicago Metropolitan Area, published by the United States Department of Labor, Bureau of Labor Statistics, as established on the first day of January immediate preceding the term of the lease and every January 1st thereafter during the term of the lease. In the event the Consumer Price Index is discontinued, the Board of Commissioners shall, in its sole discretion, select and utilize any other economic activity index of the United States government which reasonably reflects economic activity in the Metropolitan Chicago Area.

This subparagraph is limited in scope to rent increases. No adjustment to rent as provided herein shall ever result in a decrease in the amount of annual rent owed to the District.

B. Easements to Governmental Entities

1. Term: The maximum term for any easement across District land granted to governmental entities, such as the federal government, local governments, park districts, school districts, and other similar public entities created by statute, shall be determined by the Board of Commissioners.
2. Annual Rent for Public Recreational Use and Non-Revenue Generating Activities: The only rent that shall be paid to the District for the entire term of any easement across District land granted to such governmental entities where the activity under the easement is for a public use and generates no revenue shall be an initial fee of \$10.00.

3. Annual Rent for All Other Easements: The annual rent that shall be paid to the District for any easement across District land granted to such governmental entities where the activity under the easement is not for a public use or is one that generates revenue shall be no less than 6% of the appraised fair market value. If multiple appraisals are obtained, the annual rent shall be no less than 6% of the highest of the appraised values. Under no circumstances shall the annual rent be less than \$5,000.00.

3.10 Permits for Use of District Land

Unless otherwise herein provided, permits for use of District land shall be issued only upon recommendation of the Executive Director and approval by the Board of Commissioners. All such permits shall conform to the following policies, which supplement the requirements contained in the District's Enabling Act.

- A. Term: The maximum term for use of District land pursuant to a District permit of District permits shall be 5 years. Permits may be extended for a greater duration upon recommendation of the Executive Director and at the discretion of the Board of Commissioners, provided the extension is determined by the Board to be in the District's best interests.
- B. Annual Permit Fee:
 1. Public Use: The permit fee payable to the District for use of District land for a public purpose is \$10.00.
 2. All Other Uses (one year or longer): The permit fee payable to the District for uses of District land that are not for a public purpose where the permit is of a duration of one year or longer shall be no less than 10% of the fair market value of the real estate. Under no circumstances shall the annual fee ever be less than \$5,000.00.
 3. All Other Uses (less than one year): The permit fee payable to the District for uses of District land that are not for a public purpose where the permit is of a duration of less than one year shall be no less than 10% of the fair market value of the land. Under no circumstances shall the fee ever be less than \$2,500.00.
- C. Training Exercises by Police, Fire, and Emergency Personnel: Requests by municipalities for use of District land pursuant to a District permit for the purpose of training their police, fire, and emergency response unit personnel shall be streamlined as follows:
 1. Approval: Permits shall be issued by the Executive Director. Board of Commissioners' approval is not required, except when the duration of the training exercise exceeds 14 days, the number of personnel trained exceeds 250, the training exercise has the potential to permanently degrade the natural state of the training site in the District's estimation, or the training exercise involves the use of firearms.

2. Insurance: Standard insurance provisions typically required by the District shall be waived, unless determined otherwise by the Board of Commissioners whenever Board of Commissioners' approval is required.
3. Short Release Document: In lieu of executing the District's standard permit agreement, such entities shall be required to execute a short release document containing an indemnification and hold harmless provision, and an acknowledgement of the District's right to terminate any exercise which interferes with the District's facilities or operations.

Comprehensive Land Use Policy

Chapter 4: 70 ILCS 2605/8, 8a, and 8c (Full Versions)

70 ILCS 2605/8

Sec. 8. Except as otherwise in this Act provided, the sanitary district may acquire by lease, purchase or otherwise within or without its corporate limits, or by condemnation within its corporate limits, any and all real and personal property, right of way and privilege that may be required for its corporate purposes. All moneys for the purchase and condemnation of any property must be paid before possession is taken, or any work done on the premises. In case of an appeal from the Court in which the condemnation proceedings are pending, taken by either party, whereby the amount of damages is not finally determined, the amount of the judgment in the court shall be deposited with the county treasurer of the county in which the judgment is rendered, subject to the payment of damages on orders signed by the judge whenever the amount of damages is finally determined.

Upon recommendation of the executive director and upon the approval by the board of trustees when any real or personal property, right of way or privilege or any interest therein, or any part thereof of such sanitary district is no longer required for the corporate purposes of the sanitary district it may be sold, vacated or released. Such sales, vacations, or releases may be made subject to such conditions and the retention of such interest therein as may be deemed for the best interest of such sanitary district as recommended by the executive director and approved by the board of trustees.

However, the sanitary district may enter into a lease of a building or a part thereof, or acquire title to a building already constructed or to be constructed, for the purpose of securing office space for its administrative corporate functions, the period of such lease not to exceed 15 years except as authorized by the provisions of Section 8b of this Act. In the event of the purchase of such property for administrative corporate functions, the sanitary district may execute a mortgage or other documents of indebtedness as may be required for the unpaid balance, to be paid in not more than 15 annual installments. Annual installments on the mortgage or annual payment on the lease shall be considered a current corporate expense of the year in which they are to be paid, and the amount of such annual installment or payment shall be included in the Annual Appropriation and Corporate Tax Levy Ordinances. Such expense may be incurred, notwithstanding the provisions, if any applicable, contained in any other Sections of this Act.

The sanitary district may dedicate to the public for highway purposes any of its real property and the dedications may be made subject to such conditions and the retention of such interests therein as considered in the best interests of the sanitary district by the board of trustees upon recommendation of the executive director.

The sanitary district may lease to others for any period of time, not to exceed 99 years, upon the terms as its board of trustees upon recommendation of the executive director may determine, any such real property, right-of-way or privilege, or any interest therein or any part thereof, which is in the opinion of the board of trustees and executive director of the sanitary district no longer required for its corporate purposes or which may not be immediately needed for such purposes. The leases may contain such terms and conditions, including restrictions as to permissible use of the real property, and retain such interests therein as considered in the best interests of the sanitary district by the board of trustees upon recommendation of the executive director. Negotiations and execution of such leases and preparatory activities in connection therewith must comply with Section 8c of this Act. The sanitary district may grant easements and permits for the use of any such real property, right-of-way, or privilege, which will not in the opinion of the board of trustees and executive director of the sanitary district interfere with the use thereof by the sanitary district for its corporate purposes. Such easements and permits may contain such

conditions and retain such interests therein as considered in the best interests of the sanitary district by the board of trustees upon recommendation of the executive director.

No sales, vacations, dedications for highway purposes, or leases for periods in excess of 5 years, of the following described real estate, may be made or granted by the sanitary district without the approval in writing of the Director of Natural Resources of the State of Illinois:

All the right-of-way of the Calumet-Sag Channel of the sanitary district extending from the Little Calumet River near Blue Island, Illinois, to the right-of-way of the main channel of the sanitary district near Sag, Illinois.

Lots 1, 3, 5, 21, 30, 31, 32, 33, 46, 48, 50, 52, 88, 89, 89a, 90, 91, 130, 132, 133, those parts of Lots 134 and 139 lying northeasterly of a tract of land leased to the Corn Products Manufacturing Company from January 1, 1908, to December 31, 2006; 1000 feet of Lot 141 lying southwesterly of and adjoining the above mentioned leased tract measured parallel with the main channel of the sanitary district; Lots 166, 168, 207, 208, and part of Lot 211 lying northeasterly of a line 1500 feet southwesterly of the center line of Stephen Street, Lemont, Illinois, and parallel with said street measured parallel with said main channel; and Lot 212 of the Sanitary District Trustees Subdivision of right-of-way from the north and south center line of Section 30, Township 39 North, Range 14 East of the Third Principal Meridian, to Will County line.

That part of the right-of-way of the main channel of the sanitary district in Section 14, Township 37 North, Range 11 East of the Third Principal Meridian, lying southerly of said main channel, northerly of the Northerly Reserve Line of the Illinois and Michigan Canal, and westerly of the Center line of the old channel of the Des Plaines River.

That part of said main channel right-of-way in Section 35, Township 37 North, Range 10 East of the Third Principal Meridian, lying east of said main channel and south of a line 1,319.1 feet north of and parallel with the south line of said Section 35.

That part of said main channel right-of-way in the northeast quarter of the northwest quarter of Section 2, Township 36 North, Range 10 East of the Third Principal Meridian, lying east of said main channel.

That part of said main channel right-of-way lying south of Ninth Street in Lockport, Illinois.

Notwithstanding any other law, if any surplus real estate is located in an unincorporated territory and if that real estate is contiguous to only one municipality, 60 days before the sale of that real estate, the sanitary district shall notify in writing the contiguous municipality of the proposed sale. Prior to the sale of the real estate, the municipality shall notify in writing the sanitary district that the municipality will or will not annex the surplus real estate. If the contiguous municipality will annex such surplus real estate, then coincident with the completion of the sale of that real estate by the sanitary district, that real estate shall be automatically annexed to the contiguous municipality.

All sales of real estate by the sanitary district must be for cash, to the highest bidder upon open competitive bids, and the proceeds of the sales may be used only for the construction and equipment of sewage disposal plants, pumping stations and intercepting sewers and appurtenances thereto, the acquisition of sites and easements therefor, and the financing of the Local Government Assistance Program established under Section 9.6c.

However, the sanitary district may:

(a) Remise, release, quit claim and convey, without the approval by the Department of Natural Resources of the State of Illinois acting by and through its Director, to the United States of America without any consideration to be paid therefor, in aid of the widening of the Calumet-Sag Channel of the sanitary district by the United States of America, all those

certain lands, tenements and hereditaments of every kind and nature of that portion of the established right-of-way of the Calumet-Sag Channel lying east of the east line of Ashland Avenue, in Blue Island, Illinois, and south of the center line of the channel except such portion thereof as is needed for the operation and maintenance of and access to the controlling works lock of the sanitary district:

(b) Without the approval by the Department of Natural Resources of the State of Illinois acting by and through its Director, give and grant to the United States of America without any consideration to be paid therefor the right, privilege and authority to widen the Calumet-Sag Channel and for that purpose to enter upon and use in the work of such widening and for the disposal of spoil therefrom all that part of the right-of-way of the Calumet-Sag Channel owned by the sanitary district lying south of the center line of the Calumet-Sag Channel from its connection with the main channel of the sanitary district to the east line of Ashland Avenue in Blue Island, Illinois:

(c) Make alterations to any structure made necessary by such widening and to construct, reconstruct or otherwise alter the existing highway bridges of the sanitary district across the Calumet-Sag Channel:

(d) Give and grant to the United States of America without any consideration to be paid therefor the right to maintain the widened Calumet-Sag Channel without the occupation or use of or jurisdiction over any property of the sanitary district adjoining and adjacent to such widened channel:

(e) Acquire by lease, purchase, condemnation or otherwise, whatever land, easements or rights of way, not presently owned by it, that may be required by the United States of America in constructing the Calumet-Sag Navigation Project, as approved in Public Law 525, 79th Congress, Second Session as described in House Document No. 677 for widening and dredging the Calumet-Sag Channel, in improving the Little Calumet River between the eastern end of the Sag Channel and Turning Basin No. 5, and in improving the Calumet River between Calumet Harbor and Lake Calumet:

(f) Furnish free of cost to the United States all lands, easements, rights-of-way and soil disposal areas necessary for the new work and for subsequent maintenance by the United States:

(g) Provide for the necessary relocations of all utilities.

Whatever land acquired by the sanitary district may thereafter be determined by the Board of Trustees upon recommendation of the executive director as not being needed by the United States for the purposes of constructing and maintaining the Calumet-Sag Navigation Project as above described, shall be retained by the sanitary district for its corporate purposes, or be sold, with all convenient speed, vacated or released (but not leased) as its Board of Trustees upon recommendation of the executive director may determine: All sales of such real estate must be for cash, to the highest bidder upon open, competitive bids, and the proceeds of the sales may be used only for the purpose of paying principal and interest upon the bonds authorized by this Act, and if no bonds are then outstanding, for the purpose of paying principal and interest upon any general obligation bonds of the sanitary district, and for corporate purposes of the sanitary district. When the proceeds are used to pay bonds and interest, proper abatement shall be made in the taxes next extended for such bonds and interest.

(Source: P.A. 95-604, eff. 9-11-07; 95-923, eff. 1-1-09.)

70 ILCS 2605/8a

Sec. 8a. The Sanitary District, in addition to the other powers vested in it, is empowered, with the approval by the Department of Natural Resources as successor to the Department of Transportation and the Department of Purchases and Construction of the State of Illinois, through its Director, to remise, release, quit claim, grant, convey and transfer all its right, title and interest in and to any and all lands, tenements and hereditaments and in and to any and all property, including structures, of every kind and nature or rights to or in, under, over and adjoining the Main Channel, Main Channel Extension, Calumet-Sag Channel and the North Shore Channel of the Sanitary District and for improvements made by the Sanitary District in, under, over and adjoining the Chicago River, the Calumet River, the Des Plaines River and tributaries thereto, and any and all other land, property or structures of the Sanitary District, to the United States of America, the State of Illinois, the County of Cook or/and any Municipal Corporation, upon such terms as may be mutually agreed upon by the Sanitary District and the United States of America, the State of Illinois, the County of Cook or/and any Municipal Corporation; and the Board of Trustees of the Sanitary District is empowered to and may authorize the doing of all things and acts, and the execution of such documents and instruments and adopt such resolutions and ordinances in connection therewith that may be required, and the provisions of this Section 8a shall constitute complete authority for the performance of all acts herein provided without reference to other laws and shall be construed as conferring powers in addition to, but not limiting, powers granted under other existing laws.

The proceeds derived from any such sale or transfer to the United States of America shall, unless Congress shall otherwise provide, be used only for paying the costs of controlling works in the Chicago River, the completion, construction and enlargement of sewage treatment works, and additions therefor, pumping stations, tunnels, conduits and intercepting sewers connecting therewith, and outlet sewers, together with the equipment and appurtenances necessary thereto, and for the acquisition of the sites and rights of way necessary thereto, and for engineering expenses for designing and supervising the construction of the works above described, which works are made necessary by the decree of the Supreme Court of the United States in the consolidated cases entitled "Wisconsin et al. v. The State of Illinois and The Sanitary District of Chicago", numbers 7, 11 and 12 original. Any excess of the proceeds, not required for the cost of construction of the works made necessary by the decree, may be used for the construction of sewage disposal plants and equipment thereof, pumping stations, and intercepting sewers and appurtenances thereto, the acquisition of sites and easements therefor and the expense of design and supervision of the construction thereof.

70 ILCS 2605/8c

Sec. 8c. Every lease of property no longer or not immediately required for corporate purposes of a sanitary district, from such district to others for a term not to exceed 99 years, in accordance with Section 8 of this Act, shall be negotiated, created and executed in the following manner:

(1) Notice of such proposed leasing shall be published for 3 consecutive weeks in a newspaper of general circulation published in such sanitary district, if any, and otherwise in the county containing such district.

(2) Prior to receipt of bids for the lease under this Section, the fair market value of every parcel of real property to be leased must be determined by 2 professional appraisers who are members of the American Institute of Real Estate Appraisers or a similar, equivalently recognized professional organization. The sanitary district acting through the executive director may select and engage an additional appraiser for such determination of fair market value. Every appraisal report must contain an affidavit certifying the absence of any collusion involving the appraiser and relating to the lease of such property.

(3) No lease may be awarded unless the bid of such highest responsible bidder provides for an annual rental payment to the sanitary district of at least 6% of the parcel's fair market value determined under this Section, provided however, if the sanitary district determines that a parcel contains a special development impediment, defined as any condition that constitutes a material impediment to the development or lease of a parcel, and includes, but is not limited to: environmental contamination, obsolescence, or advanced disrepair of improvements or structures, or accumulation of large quantities of non-indigenous materials, the sanitary district may establish a minimum acceptable initial annual rental of less than 6% of the parcel's fair market value for the initial 10 years of the lease. In no event will the annual rental payment for each 10-year period after the initial 10 years of the lease be less than the 6% of the parcel's fair market value determined under this Section. Every lease must be awarded to the highest responsible bidder (including established commercial or industrial concerns and financially responsible individuals) upon free and open competitive bids. In determining the responsibility of any bidder, the sanitary district may consider, in addition to financial responsibility, any past records of transactions with the bidder and any other pertinent factors, including but not limited to, the bidder's performance or past record with respect to any lease, use, occupancy, or trespass of sanitary district or other lands.

(4) Prior to acceptance of the bid of the highest responsible bidder and before execution of the lease the bidder shall submit to the board of commissioners and executive director, for incorporation in the lease, a detailed plan and description of improvements to be constructed upon the leased property, the time within which the improvements will be completed, and the intended uses of the leased property. If there is more than one responsible bid, the board of commissioners may authorize and direct the executive director to solicit from the 2 highest responsible bidders written amendments to their prior bids, increasing their rental bid proposal by at least 5% in excess of their prior written bid, or otherwise amending the financial terms of their bid so as to maximize the financial return to the sanitary district during the term of the proposed lease. Upon the executive director's tentative agreement with one or more amended bids, the bids may be submitted to the board of commissioners with the recommendation of the executive director for acceptance of one or rejection of all. The amendments may not result in a

diminution of the terms of the transaction and must result in an agreement that is equal to or greater in value than the highest responsible bid initially received.

(5) The execution of such lease must be contemporaneous to the execution by the lessee, each member of the board of commissioners and the executive director of an affidavit certifying the absence of any collusion involving the lessee, the members and the executive director and relating to such lease.

(6) No later than 30 days after the effective date of the lease, the lessee must deliver to the sanitary district a certified statement of the County Assessor, Township Assessor or the county clerk of the county wherein the property is situated that such property is presently contained in the official list of lands and lots to be assessed for taxes for the several towns or taxing districts in his county.

(7) Such lease may be subject to annual adjustments based on changes in the Consumer Price Index published by the United States Department of Labor, Bureau of Labor Statistics, or some other well known economic governmental activity index. Any lease, the term of which will extend for 15 years or more, shall provide for a redetermination of the fair market value (independent of improvements to the property subsequent to the effective date of the lease) after the initial 10 years and every 10 years thereafter, in the manner set forth in paragraph (2) of this Section, which redetermination shall be referred to as the decennial adjustment. Where the property rental is less than 6% of fair market value due to the existence of a special development impediment, the first decennial adjustment shall not occur until the twentieth year of the lease. Such redetermination shall be as of the first day of each succeeding 10 year period, and annual rental payments shall be adjusted so that the ratio of annual rental to fair market value shall be the same as that ratio for the first year of the preceding 10 year period. The decennial adjustment shall not exceed 100% of the rental in effect on the last day of the preceding 10-year period, except when the property rental is less than 6% of fair market value due to the existence of a special development impediment, in which case, the decennial adjustment shall not be so limited until the twentieth year of the lease. The rental payment for the first year of the new 10 year period may be subject to Consumer Price Index or other allowable index adjustments for each of the next 9 years, or until the end of the lease term if there are less than 9 years remaining.

(8) A sanitary district may require compensation to be paid in addition to rent, based on a reasonable percentage of revenues derived from a lessee's business operations on the leasehold premises or subleases, or may require additional compensation from the lessee or any sublessee in the form of services, including but not limited to solid waste disposal; provided, however, that such additional compensation shall not be considered in determining the highest responsible bid, said highest responsible bid to be determined only on the initial annual rental payment as set forth in paragraph (3) of this Section.

(9) No assignment of such lease or sublease of such property is effective unless approved in writing by the executive director and the board of commissioners of the sanitary district. The district may consider, for any assignment or sublease, all pertinent factors including the assignee's or sublessee's responsibility in accordance with subparagraph (3) of this Section. The sanitary district may also condition its consent upon the redetermination of the annual rental required to be paid under any lease initially executed on or before January 1, 1983, for which the annual rent being paid thereunder is less than 6% of the current appraised fair market value of the leased property. The redetermination of any annual rental under this Section shall be consistent with the requirements of subparagraphs (2) and (3) of this Section. No assignment or sublease is effective if the assignee or sublessee is a trust constituted by

real property of which the trustee has title but no power of management or control, unless the identity of the beneficiaries of the trust is revealed, upon demand, to the executive director and the board of commissioners of the sanitary district.

(10) Failure by the lessee to comply with a provision in the lease relating to improvements upon the leased property or any other provision constitutes grounds for forfeiture of the lease, and upon such failure the sanitary district acting through the executive director shall serve the lessee with a notice to terminate the lease and deliver possession of the property to the sanitary district within a particular period.

(11) If the executive director and the board of commissioners conclude that it would be in the public interest, said sanitary district may lease without complying with the prior provisions of this Section, in accordance with an Act concerning "Transfer of Real Estate between Municipal Corporations", approved July 2, 1925, as amended, to the following, upon such terms as may be mutually agreeable: (a) the United States of America and the State of Illinois, County of Cook, any municipal corporation, with provisions that the property is to be applied exclusively for public recreational purposes or other public purposes; (b) any academic institution of learning which has been in existence for 5 years prior to said lease, provided that such lease limit the institution's use of the leased land to only those purposes relating to the operation of such institution's academic or physical educational programs; or (c) any lease involving land located in a county with a population of 100,000 or less and which is leased solely for agricultural or commercial recreational uses. Any lease issued in accordance with this paragraph shall contain the provisions that such lease is terminable in accordance with service of a one-year notice to terminate after determination by the board of commissioners and the executive director that such property (or part thereof) has become essential to the corporate purposes of the sanitary district.

(Source: P.A. 95-604, eff. 9-11-07; 95-923, eff. 1-1-09.)

**WATERWAY STRATEGY
RESOLUTION**

The District's Waterway Strategy

A. District Lands Contiguous to Waterways

1. **Setback Requirements:** It is the intent of the District to have a well-maintained and attractive river edge of all of the property it owns adjacent to waterways, including the Chicago River, the Chicago Sanitary & Ship Canal (a.k.a. Main Channel), the North Shore Channel, and the Cal-Sag Channel. In order to accomplish this goal, the District requires a waterway edge easement to be included in its land leases. Unless otherwise authorized by the Board of Commissioners, the width of the easement shall be a minimum of 60 feet and up to 100 feet, when feasible. Such width shall be measured from the edge of the water at normal water levels, then inward across the leased premises at a 90 degree angle, or best approximation thereof, from the water's edge. No lessee of the District shall cause, or allow to be caused, any impediment to be constructed or placed upon such easement, whether it be a permanent structure such as a building, or moveable objects such as unsightly materials and debris. Buildings existing at the time this policy is enacted shall be grandfathered in.
2. **Bank Stabilization and Landscaped Visual Screening.** All lessees shall be responsible for bank stabilization and the construction and maintenance of a landscaped visual screen that effectively screens the leased premises from the viewpoint of the waterway edge easement. The recommended landscaped visual screen, whenever possible, shall consist of native vegetative cover. In the event that site development necessitates removal of existing vegetative cover, the lessee shall be required to promptly reestablish native vegetative cover in the same quantities as those removed during the development.
3. **Penalties:** Any lessee's failure to comply with the requirements contained in subsections A(1) and A(2) above shall constitute a breach of the lease agreement by the lessee and shall be grounds for the District, at its option, to terminate the lease agreement. The District shall also have the right to recover from the lessee any and all reasonable costs associated with correcting each such violation, including, but not limited to, remediation costs to have the violations corrected, as well as court costs and attorneys' fees for filing an action in circuit court seeking an order to have the lease agreement terminated on these grounds.

B. North Shore Channel – Additional Requirements

1. **Limitations on Use of Lands Contiguous to North Shore Channel:** All District lands contiguous to either side of the North Shore Channel, starting from the south at Devon Avenue and continuing north to, and including, Wilmette Harbor, shall be dedicated and used exclusively as open green space and public recreational use.
2. **Special Lease Conditions:** All District leases pertaining to lands contiguous to the North Shore Channel shall require continuous trails, boat access, and bank stabilization; however, in the case of renewed District leases to public agencies, the stated policy shall apply only to the extent it is economically feasible and consistent with existing public uses.

C. Exceptions: Any use of District land that is prohibited by or inconsistent with the terms of this Paragraph 3.4 shall be permitted only upon one or more of the following conditions:

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1. Uses Permitted Under Pre-Existing Leases: The use is authorized by the terms of an unexpired lease agreement with the District that was entered into before the date of passage of this Comprehensive Land use Policy. Such use shall continue to be permitted until such time as the lease agreement expires or is terminated, unless otherwise extended by the Board of Commissioners.
2. Variances: The use is authorized by a variance granted by the Board of Commissioners whenever, and to the extent, it deems that the variance is necessary and in the best interests of the District considering the location, existing topography and vegetation, and use or proposed use of the leased premises. All variances shall be granted only by approval of the Board of Commissioners at its sole discretion, with recommendation by the Executive Director.
3. Waterborne Commerce: The use is for the purpose of waterborne commerce pursuant to a lease agreement with the District. In such instances, no variance from the Board of Commissioners is necessary. However, the lessee shall, to the extent possible, construct and maintain a docking facility compatible with the visual intent of the scenic easement, with the District maintaining the sole discretion to determine whether compatibility has been achieved.

DISTRICT WATERWAYS

Metropolitan Water Reclamation District of Greater Chicago



Visit www.mwr.org, and click "Business with Us" then "Real Estate" to see:
* Atlases of the District's channel waterways designating current uses
* the District's standard lease form

EXHIBIT 8

Electronic Filing: Received, Clerk's Office 09/30/2020

STEP 3. DETERMINE DRC REQUIRED FROM NEW GI PROJECTS: Lessee must meet its Gross Required DRC through Total Credited DRC and new green infrastructure projects. The lessee must pay for and install new green infrastructure to meet its Required DRC.

Gross Required DRC (gal) from Box A	
subtract	
Total Credited DRC (gal) from Box B	
equals	
Required DRC from new GI Projects (gal):	

For new GI projects, the DRC may be calculated through either of the following methods:

- Project Plans:** You may submit project plans stamped by a Professional Engineer along with this form. The Plans must specify the maximum available retention capacity of the green infrastructure technology in any individual storm event, and the calculations used to determine the green infrastructure technology's retention capacity in gallons. Plans must show topography and area tributary to any new GI. Tributary area can be onsite or offsite impervious areas (roadways, parking lots, etc).

- GI Table:** In the absence of project plans stamped by a Professional Engineer, refer to the chart below to determine your new GI project's DRC. A site drawing that adequately depicts the location of all buildings, impervious surfaces, and proposed GI, as well as a cross-section detail of the proposed GI, must be enclosed with this form.

Green Infrastructure Technology	Quantity	Unit	DRC (gallons)	Quantity Proposed	DRC of GI (gal)
Rain Gardens	100	sq. ft.	200		
Native Plants/Landscaping	100	sq. ft.	150		
Stormwater Trees	100	Trees	1000		
Porous Pavement	100	sq. ft.	1000		
Bio-Swales	100	sq. ft.	500		
Green Roofs	100	sq. ft.	300		
Greenways	100	sq. ft.	63		

Total DRC of new GI Projects:
--

5) **Watershed Management Ordinance ("WMO"):** GI provided herein must be above and beyond what is required under the District's WMO. Article 503 of the WMO, in particular, requires non-residential development or redevelopment greater than 1/2 acre to provide volume control storage for the first inch of runoff from newly created impervious surfaces. If the WMO requirements apply to the leased premises, provide:

WMO Permit No(s): _____ Volume Control in Gallons Required under WMO: _____

CERTIFICATION: I certify that I am an authorized representative of Lessee, that the information contained in this form and its attachments is true and correct to the best of my knowledge, and that the GI referenced herein is not otherwise required by federal, state, or local law, including the District's ordinances and policies other than the GI provisions contained in the District's Comprehensive Land Use Policy.

Date: _____ Signature: _____
 Printed Name: _____
 Title: _____

For MWRD Use Only:	
The tenant's proposed plan, including this form and all indicated attachments, meets the MWRD technical requirements for DRC compliance.	
Checked By: _____	Date: _____
Approved By: _____	Date: _____
Completion date when all GI is to be installed for DRC Requirements: ____ / ____ / 20____	

EXHIBIT 9

STORMWATER MANAGEMENT PROGRAM

2019 ANNUAL REPORT



**Metropolitan Water
Reclamation District
of Greater Chicago**

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▲ Flood Control at Arrowhead Lake, 10-883-BF

BACKGROUND AND HISTORY

For years, stormwater management in Cook County has been a patchwork of efforts by local, regional, state and federal agencies. The Illinois General Assembly enacted Public Act 93-1049 in November of 2004, allowing for the creation of a comprehensive stormwater management program in Cook County under the supervision of the Metropolitan Water Reclamation District of Greater Chicago (MWRD).

The Act required MWRD to develop the Cook County Stormwater Management Plan. The Cook County Stormwater Management Plan provides the framework for the stormwater management program, including its mission, goals, and program elements. MWRD's Board of Commissioners adopted the plan in February 2007. Adoption of the plan and the implementation of MWRD's countywide stormwater management program afford Cook County the means to address a range of stormwater management issues through proper watershed regulations and watershed planning.

Under this plan, MWRD has established Watershed Planning Councils and completed Detailed Watershed Plans for all six major watersheds in Cook County, initiated a Stormwater Management Capital Improvement Program, initiated a Small Streams Maintenance

Program, and adopted and implemented the Watershed Management Ordinance (WMO).

The program expanded significantly in 2014. The Cook County Stormwater Management Plan was amended in July 2014 to be consistent with P.A. 98-0652, which grants MWRD authority to allow for acquisition of flood-prone properties and to plan, implement, finance, and operate local stormwater management projects.

MWRD entered into a Consent Decree with the Environmental Protection Agency in January 2014, establishing the Green Infrastructure Program. Additionally, the Infiltration/Inflow Control Program was incorporated into the WMO in 2014.

Through a variety of engineered solutions, both green and gray, and flood-prone property acquisitions, MWRD's Stormwater Management Program addresses both regional and local flooding problems throughout Cook County. MWRD has made significant investments in developing over 140 capital stormwater projects since it assumed the authority for stormwater management in 2004. These projects, which range in both size and scope, provide flood protection for thousands of homes, businesses, and critical infrastructure.

For more information visit <http://stormwater.mwrdd.org>

2019 YEAR IN REVIEW

During 2019, MWRD continued preliminary engineering and design work for several of the alternatives recommended in Detailed Watershed Plans, continued work on the Small Streams Maintenance Program and administered the Watershed Management Ordinance (WMO). Other activities in 2019 included soliciting applications for Green Infrastructure, Flood Prone Property Acquisition, and localized stormwater projects to address flooding issues in partnership with other government agencies and local communities. Further details concerning these items and other stormwater management activities are provided in this Annual Report.

2019 ACCOMPLISHMENTS FOR THE STORMWATER MANAGEMENT PROGRAM INCLUDE THE FOLLOWING:

- Completed construction of two flood control projects and one streambank stabilization project originally identified in the Detailed Watershed Plans;
- Entered into an Intergovernmental Agreement for a pilot study with the City of Chicago to explore the effectiveness of various technologies aimed at reducing basement backups at private sites;
- Entered into an Intergovernmental Agreement for acquisition of 32 flood-prone properties within the Village of Franklin Park;
- Solicited applications for Green Infrastructure projects from local communities and agencies and continued to identify partnership opportunities to assist in construction local flood control projects;
- Required construction of 126 million gallons of volume control, detention, and floodplain compensatory storage, in conjunction with development throughout Cook County, as a result of Watershed Management Ordinance enforcement;
- Amended the Watershed Management Ordinance on May 16, 2019, to include results of the Watershed Specific Release Rate Study as well as clarifications to better serve the District and its constituents. Watershed Specific Release Rates will require detention facilities to be sized to mitigate the impact of development flood risks for downstream properties;
- Conducted a technical advisory committee meeting every two months to present changes to the Watershed Management Ordinance and Technical Guidance Manual;
- Presented Watershed Management Ordinance updates and status of the Infiltration and Inflow Control Program at Watershed Planning Council meetings;
- Provided Global Positioning System units to local municipalities as a resource to begin mapping their sewer systems in a Geographic Information System or to improve their existing sewer system map;
- Received \$5 million Community Development Block Grant for the Addison Creek Reservoir.

2019 BUDGET - SIGNIFICANT FEATURES

Prioritize and implement new Green Infrastructure projects from 2018 solicitations;

Continue engineering design for regional and local projects and begin construction of projects that have completed final design and have been approved by the Board of Commissioners;

Identify partnership opportunities to assist in implementing local drainage improvements and acquisition of flood-prone properties;

Continue the Small Streams Maintenance Program to reduce flooding in urbanized areas;

Amend the WMO and update the Technical Guidance Manual to include clarifications to better serve the District and its constituents;

Continue the implementation of the Infiltration / Inflow Control Program to reduce sanitary sewer overflows and basement backups.





2019 COMPLETED PROJECTS

FLOOD CONTROL/STREAMBANK STABILIZATION PROJECT ON TINLEY CREEK IN CRESTWOOD, IL

ID: TICR-3 **Contract:** 10-883-AF
Watershed: Cal-Sag Channel
Location: Crestwood, IL
Description: A project to increase the conveyance capacity of Tinley Creek for about 2,000 feet downstream of Central Ave. in Crestwood.
Construction Cost: \$7,582,525
Status: Construction completed 10/06/2019.

MCDERMOTT DRIVE/MORRIS AVE. STORM SEWER IMPROVEMENTS

ID: Berkeley 4 **Contract:** 16-IGA-04
Watershed: Lower Des Plaines
Location: Berkeley, IL
Description: A cost-sharing agreement with the Village of Berkeley to construct two new storm sewers along McDermott Drive and Morris Ave., expand the existing detention basin, and construct a stormwater pumping facility at the southwest corner of the existing detention basin to adequately convey a 100-year storm event.
Construction Cost: \$2,706,000
Status: Construction completed 06/05/2019.

RIVERSIDE LAWN FLOOD-PRONE PROPERTY ACQUISITIONS

ID: Riverside Lawn FPPA
Contract: 16-IGA-06
Watershed: Lower Des Plaines
Location: Riverside Lawn, IL
Description: Purchase 39 flood-prone homes along the Des Plaines River. This is a cost-sharing agreement with the Cook County Land Bank Authority for the acquisition of flood-prone properties in unincorporated Riverside Lawn.
Cost: \$12,000,000
MWRD Contribution: \$8,000,000
Status: Acquisitions complete. Acquired 21 of 39 homes.

DES PLAINES FLOOD-PRONE PROPERTY ACQUISITIONS

ID: Des Plaines FPPA
Contract: 16-IGA-11
Watershed: Lower Des Plaines
Location: Des Plaines, IL
Description: Purchase 47 flood-prone homes along the Des Plaines River. This is a cost-sharing agreement with the City of Des Plaines.
Cost: \$15,263,444
MWRD Contribution: \$3,625,000
Status: Acquisitions complete. Acquired 36 of the 47 homes.

LAND ACQUISITION FOR A FLOOD CONTROL PROJECT IN THE VICINITY OF 131 ST. AND CYPRESS DRIVE IN PALOS HEIGHTS

ID: Palos Heights 4
Contract: 17-IGA-04
Watershed: Cal-Sag Channel
Location: Palos Heights, IL
Description: Cost sharing agreement with the City of Palos Heights for the acquisition of residential property and land needed for the related project 14-259-5F, Flood Control in the vicinity of 131st St. and Cypress Drive in Palos Heights.
Cost: \$370,000
Status: Completed.

EAST OF HARMS ROAD DRAINAGE IMPROVEMENTS

ID: Glenview **Contract:** 18-IGA-27
Watershed: North Branch
Location: Glenview, IL
Description: Upsize nearly 3,500 linear feet of storm sewers in the drainage area east of Harms Road to provide flood reduction benefits to 20 residential structures.
Construction Cost: \$3,860,000
MWRD Contribution: \$500,000
Status: Completed.



Riverside Lawn Flood-Prone Property Acquisitions, 16-IGA-06.



Des Planes Pervious Concrete Alley Improvement Project, 18-IGA-06

RELIEF SEWERS TO MITIGATE BASEMENT BACKUPS IN ARLINGTON HEIGHTS

ID: Arlington Heights
Contract: 18-IGA-34
Watershed: Lower Des Plaines
Location: Arlington Heights, IL
Description: Construction of relief sewers for various locations to mitigate basement backups along Campbell St., Vail Ave., Dunton Ave., and Sigwalt St. and in downtown areas.
Construction Cost: \$1,800,000
Status: Completed.

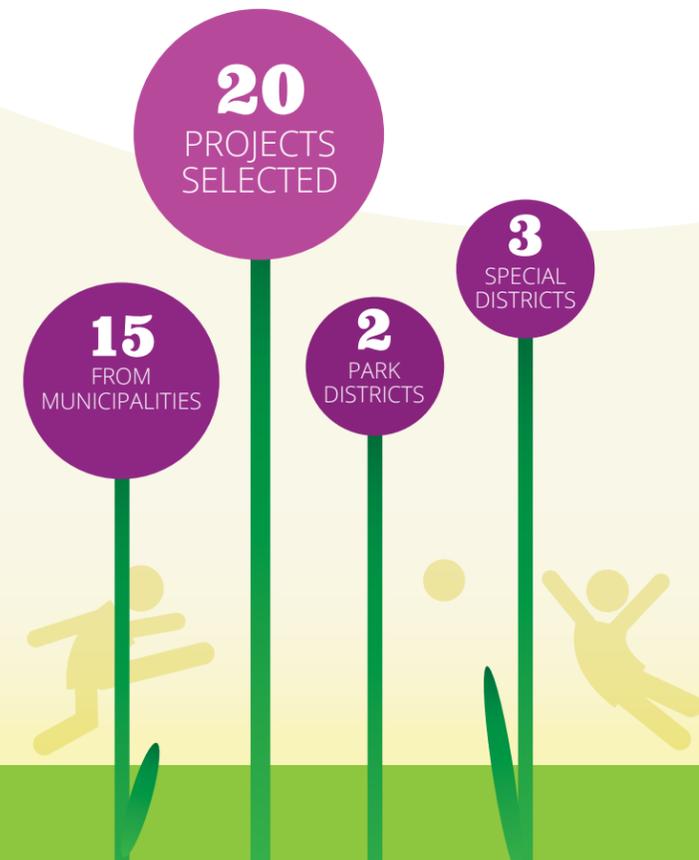
DES PLAINES PERVIOUS CONCRETE ALLEY IMPROVEMENT PROJECT

ID: Des Plaines **Contract:** 18-IGA-06
Watershed: Lower Des Plaines
Location: Des Plaines, IL
Description: Removing deteriorated alley pavement and replacing it with new porous concrete pavement. Drainage improvements including new storm sewers where appropriate. Six alleys throughout the village were constructed with the goals of capturing stormwater, improving public safety, and reducing combined sewer overflow events.
Construction Cost: \$1,056,339
MWRD Contribution: \$527,145
Status: Completed.

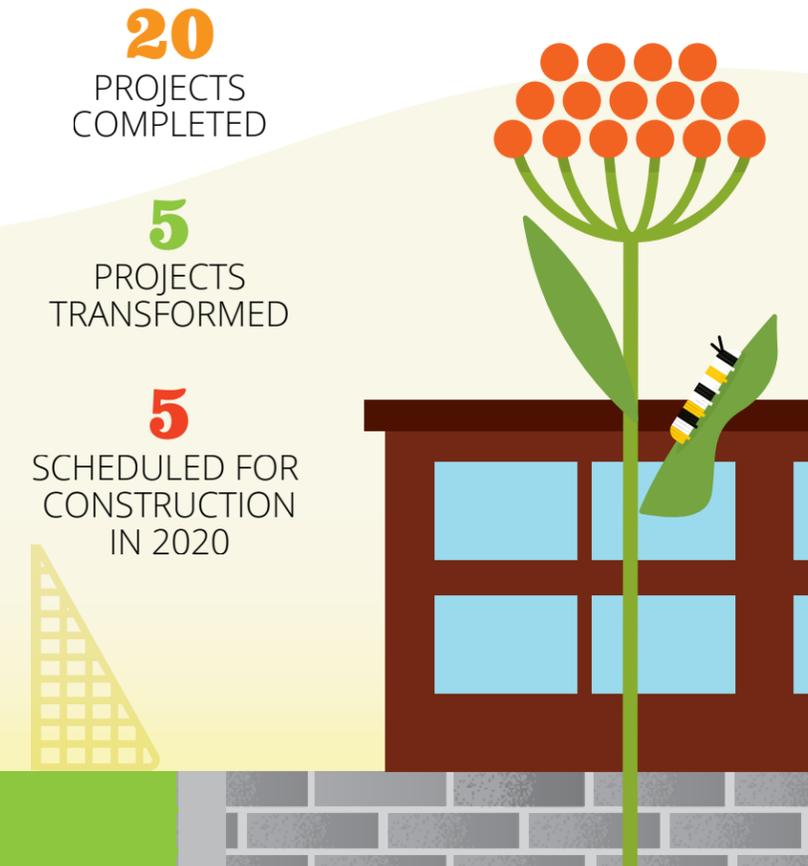
GREEN INFRASTRUCTURE AT CHICAGO PUBLIC SCHOOLS, SPACE 2 GROW (VARIOUS LOCATIONS)

ID: Multiple Locations **Contract:** 15-IGA-20
Watershed: Chicago **Location:** Multiple Locations
Description: MWRD, the Chicago Department of Water Management, and the Chicago Public Schools are partnering to design and install playgrounds at various Chicago Elementary Schools utilizing Green Infrastructure. The projects will reduce flooding, reduce the load on the combined sewer system, and educate students and neighbors about Green Infrastructure techniques and purpose.
MWRD Max Contribution (through 2022): \$16,000,000
Status: 5 playgrounds were transformed in 2019. The 5 schools along with their design retention capacity are as follows:
Arthur R. Ashe Elementary School
8505 S. Ingleside Ave. 244,771 Gal
Niños Héroe Elementary School
8344 S. Commercial Ave. 179,432 Gal
Henry H. Nash Elementary School
4837 W. Erie St. 152,841 Gal
Daniel Webster Elementary School
4055 W. Arthington St. 151,742 Gal
Oliver S. Westcott Elementary School
409 W. 80th St. 152,630 Gal
Total Design Retention Capacity for 2019 CPS Schools:
881,416 Gal

CALL FOR PROJECTS



SPACE TO GROW



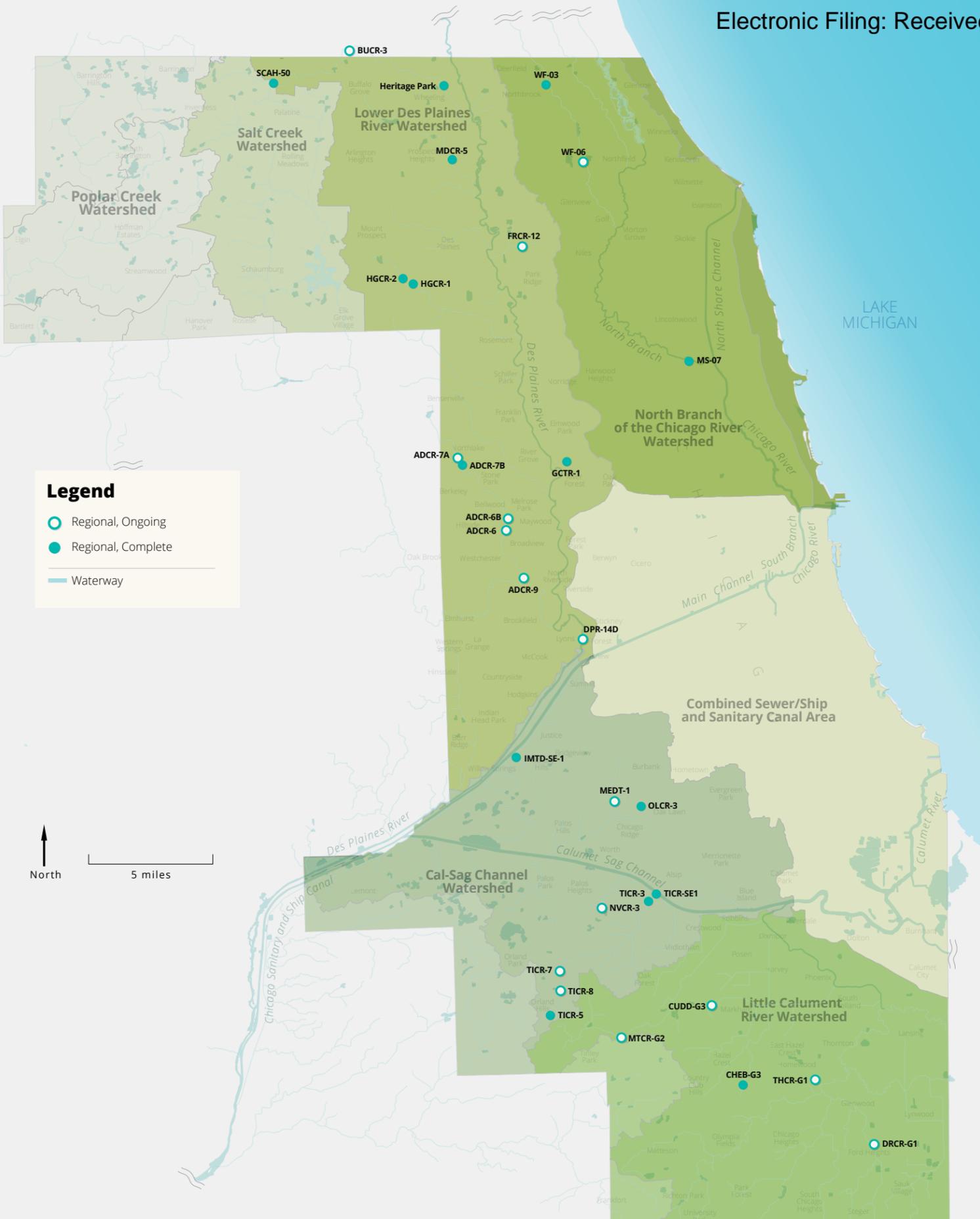
MWRD STORMWATER MANAGEMENT PROGRAM OVERVIEW

REGION-WIDE STREAMBANK AND FLOOD CONTROL PROJECTS

One of the initial goals of the Stormwater Management Program was to develop detailed watershed plans for each of the six watersheds in Cook County. The detailed watershed plans identified and prioritized "regional" stormwater projects based on a benefit to cost ratio. Projects were identified into two categories. Streambank stabilization projects address critical active streambank erosion threatening public safety, structures, and/or infrastructure. Flood control projects address regional overbank flooding through traditional measures such as stormwater detention reservoirs, levees, and conveyance improvements. The Board of Commissioners has approved over 30 regional projects moving forward to design and construction.

STREAMBANK STABILIZATION PROJECTS (REGIONAL)

The following is a detailed list of ongoing streambank stabilization projects. For projects completed in 2019, refer to page 7. Locations of both ongoing and completed streambank stabilization projects can be found on page 10.



STREAMBANK STABILIZATION ALONG CALUMET UNION DRAINAGE DITCH

ID: CUDD-G3 **Contract:** 10-882-BF
Watershed: Little Cal River
Location: Markham, IL
Description: Stabilize approximately 3,559 LF of Calumet Union Drainage Ditch, between Sunset and Central Park Ave.s. Replaces sanitary sewer under the ditch with new sanitary sewer on each side with service connections to existing residences.
Estimated Construction Cost: \$2,475,000
Status: Preparing final documents for bidding in 2020.

STREAMBANK STABILIZATION ALONG MIDLOTHIAN CREEK

ID: MTCR-G2 **Contract:** 19-IGA-21
Watershed: Little Cal River
Location: Tinley Park, IL
Description: Cost sharing agreement with the Village of Tinley Park. Project will stabilize approximately 495 linear feet of Midlothian Creek from 66th Court, north of 173rd St. and 500 linear near Scott Court. Lay back the creek banks. Install two rock cross-vanes, four rock vanes, and 280 linear feet of soil lifts. Project protects structures and infrastructure in imminent danger of failure from active streambank erosion and flooding.
Estimated Construction Cost: \$866,500
Status: Finalizing Intergovernmental agreement.

STREAMBANK STABILIZATION ALONG MELVINA DITCH

ID: MEDT-1 **Contract:** 13-248-3F
Watershed: Cal-Sag Channel
Location: Chicago Ridge, Oak Lawn, IL
Description: Stabilization along Melvina Ditch, from 95th St. to 99th St.. Approximately 170 linear feet of the ditch at the north end of the project will be stabilized with twin box culverts. The remaining 2,500 linear feet of the ditch will be stabilized with a precast concrete modular block retaining wall system.
Estimated Construction Cost: \$8,800,000
Status: Bids under review, construction to begin in early 2020.

STREAMBANK STABILIZATION ALONG ADDISON CREEK - NORTH RIVERSIDE/NORTHLAKE

ID: ADCR-7A, 9 **Contract:** 14-108-3F
Watershed: Lower Des Plaines
Location: Northlake; North Riverside, IL
Description: Stabilizing 750 feet of Addison Creek adjacent to Fullerton Ave. in the City of Northlake and 410 linear feet of streambank adjacent to 19th Ave. in the Village of North Riverside. Stabilization methods include the installation of native vegetation, a vegetated geogrid, turf reinforcing mat, and the placement of riprap.
Estimated Construction Cost: \$998,696
Status: Construction ongoing.

STREAMBANK STABILIZATION ALONG TINLEY CREEK

ID: TICR-7 **Contract:** 19-IGA-22
Watershed: Cal-Sag Channel
Location: Orland Park, IL
Description: Stabilize approximately 2,200 LF of Tinley Creek between 86th Ave. and Crystal Creek Drive and 2,800 linear feet between 151st St. and Oriole Court.
Estimated Construction Cost: \$3,806,000
Status: Working with the Village of Orland Park on finalizing terms of intergovernmental agreement.



▲ Streambank Stabilization along Addison Creek - North Riverside/ Northlake, 14-108-3F



▲ Buffalo Creek Reservoir Expansion, 13-370-3F

FLOOD CONTROL PROJECTS (REGIONAL)

The following is a detailed list of ongoing flood control projects. For projects completed in 2019, refer to page 7. Locations of both ongoing and completed flood control projects can be found on page 10.

PROJECT PARTNERSHIP AGREEMENT WITH THE UNITED STATES ARMY CORPS OF ENGINEERS FOR THE MCCOOK LEVEE FLOOD RISK MANAGEMENT PROJECT

ID: N/A **Contract:** N/A
Watershed: Lower Des Plaines
Location: McCook, IL
Description: Cost-sharing agreement with the U.S. Army Corps of Engineers to provide improvements to the McCook & West Lyons Levees. The MWRD will act as the local sponsor of the project and will be responsible for the acquisition of required rights-of-way and easements for the construction and maintenance of the levee improvements. The MWRD will also be responsible for maintaining the structural components of the levee upon completion of construction.
Construction Cost: \$6,130,000
MWRD Contribution: \$2,145,500
Status: Under Construction.

FLOOD CONTROL AT ARROWHEAD LAKE

ID: NVCR-3 **Contract:** 10-883-BF
Watershed: Cal-Sag Channel
Location: Palos Heights, IL
Description: Increase floodwater storage in Arrowhead Lake by replacing an existing dam and raising an existing bicycle trail on the north and east sides of the lake in unincorporated Palos Heights, removing 70 structures from the 100-year floodplain.
Estimated Construction Cost: \$1,615,000
Status: Under construction.

FLOOD CONTROL PROJECT AT DEER CREEK

ID: DRCR-G1 **Contract:** 10-884-BF
Watershed: Little Cal River
Location: Ford Heights, IL
Description: Improves channel conveyance and raising a berm approximately 3,000 feet, between U.S. Route 30 and Hammond Lane, within the Village of Ford Heights.

Includes the construction of vegetated berm, stabilization of bank slopes, placement of pools and rock riffles, and planting of diverse native landscaping.
Estimated Construction Cost: \$6,500,000
Status: Working with Ford Heights, Cook County and other agencies to determine feasibility.

ADDISON CREEK RESERVOIR

ID: ADCR-6 **Contract:** 11-186-3F
Watershed: Lower Des Plaines
Location: Bellwood, IL
Description: Creates an approximately 600 acre-foot flood control reservoir in Bellwood just north of Washington Boulevard and east of Addison Creek. Includes reservoir excavation and installation of necessary appurtenances for operation of the facility, such as control structure, inlet structure, spillway, piping, and a pumping station.
Estimated Construction Cost: \$63,280,000
Status: Project under construction.

ADDISON CREEK CHANNEL IMPROVEMENTS

ID: ADCR-6B **Contract:** 11-187-3F
Watershed: Lower Des Plaines
Location: Northlake, Melrose Park, Stone Park, Bellwood, Westchester, and Broadview, IL
Description: Improves channel conveyance through channel improvements from Northlake to Broadview that include open channel, soldier piles wall, articulated concrete blocks, gabions, and channel clearing. Removal of 3 bridges along Harrison St. at 30th Ave., 31st Ave., and 32nd Ave
Estimated Construction Cost: \$43,400,000
Status: Final Design. Right-of-way acquisition in progress. Estimate construction bidding in Fall 2020.

FLOOD CONTROL PROJECT ON FARMERS CREEK

ID: FRCR-12 **Contract:** 12-056-AF
Watershed: Lower Des Plaines
Location: Des Plaines and Maine Township, IL
Description: Provides flood storage and conveyance improvements along Farmers Creek, including channel modifications and detention expansion.
Estimated Construction Cost: \$1,000,000

▼ Addison Creek Reservoir, 11-186-3F



Status: Modifying final design. Intergovernmental agreement being finalized. Acquiring permits.

FLOOD CONTROL PROJECT ON PRAIRIE CREEK

ID: FRCR-12 **Contract:** 12-056-BF
Watershed: Lower Des Plaines
Location: Park Ridge and Maine Township, IL
Description: Provides flood storage and conveyance improvements along Prairie Creek, including channel modifications, detention expansion, diversion sewer construction, and streambank stabilization.
Estimated Construction Cost: \$13,000,000
Status: Modifying final design. Intergovernmental agreement being finalized. Acquiring easements.

LYONS LEVEE FLOOD CONTROL IMPROVEMENTS

ID: DPR-14D **Contract:** 13-199-3F
Watershed: Lower Des Plaines
Location: Lyons, IL
Description: Restoration and improvement of the levee to a condition that will elevate the levee to modern design standards, provide flood protection, and prevent overtopping by events up to a 100-year design flood.
Estimated Construction Cost: \$3,500,000

Status: Construction contract has been awarded by the Army Corps of Engineers with MWRD as the local Sponsor. Contract work is in progress.

BUFFALO CREEK RESERVOIR EXPANSION

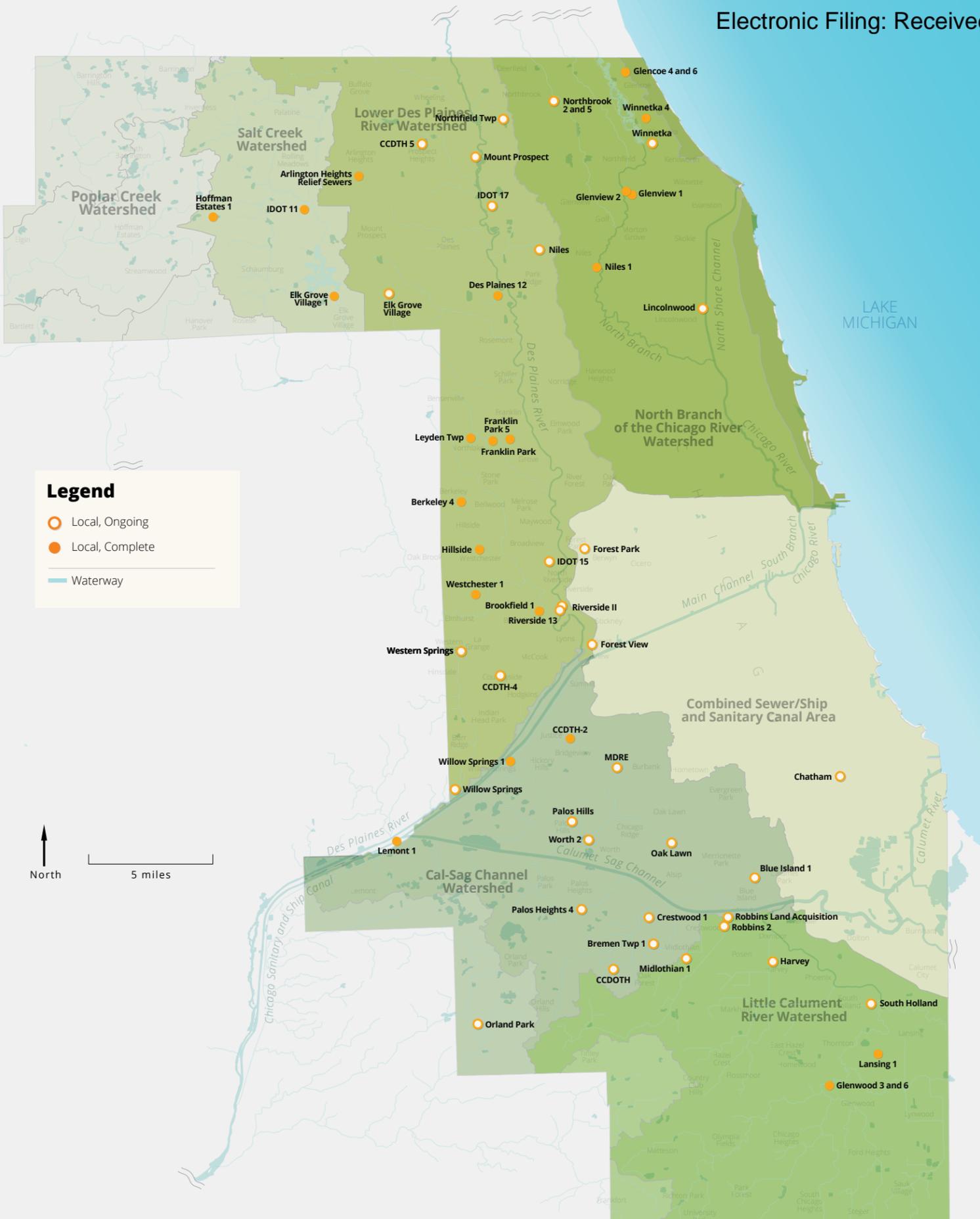
ID: BUCR-3 **Contract:** 13-370-3F
Watershed: Lower Des Plaines
Location: Buffalo Grove, IL
Description: Increases the storage volume of the existing Buffalo Creek Reservoir by approximately 180 acre-feet. Pedestrian bridges and boardwalks will be replaced and existing trails will be relocated to remove them from the 10-year storm event.
Estimated Construction Cost: \$9,678,900
Status: Construction substantially completed monitoring and maintenance ongoing.

LEVEE ALONG THORN CREEK AT ARQUILLA PARK

ID: THCR-G1 **Contract:** 15-IGA-14
Watershed: Little Cal River
Location: Glenwood, IL
Description: A cost-sharing agreement with the Village of Glenwood to provide a levee at Arquilla Park to protect residential structures from overbank flooding.
Estimated Construction Cost: \$5,770,000
MWRD Contribution: \$3,870,000
Status: Village working to acquire remaining properties needed for levee.

FLOOD CONTROL PROJECT FOR THE WEST FORK OF THE NORTH BRANCH OF THE CHICAGO RIVER

ID: WF-06 **Contract:** 16-IGA-18
Watershed: North Branch
Location: Glenview
Description: Construct 80 acre-feet of storage, a floodwall, pump station, and a new storm sewer.
Estimated Construction Cost: \$6,600,000
Status: Village of Glenview is collaborating with the U.S. Army Corps of Engineers on a feasibility study.



LOCALIZED STORMWATER MANAGEMENT

In 2014, the State Legislature expanded the authorities of MWRD's stormwater management legislation to address local drainage and flooding problems, and to acquire flood-prone property from property owners on a voluntary basis. These legislative changes form the basis of MWRD's localized stormwater project Stormwater Management Program. MWRD is also conducting Stormwater Master Plan studies to address flooding by identifying potential projects within publicly and privately owned property.

LOCALIZED FLOODING 'CALL FOR PROJECTS'

MWRD initiated a Phase II 'Call for Projects' to directly support municipalities with stormwater management. The program assists municipalities throughout Cook County in identifying, funding, and building projects that address localized flooding and drainage concerns. These projects utilize a variety of traditional engineered solutions such as localized detention, upsizing critical storm sewers and culverts, pumping stations, and establishing drainage way, alongside green infrastructure.

Projects are prioritized on their ability to reduce localized flooding and the number of structures benefitted by the project amongst other criteria. Projects are identified as either 'Shovel Ready', projects with a near finalized design, or 'Conceptual' projects where flooding has been identified but no engineering analysis has been performed. Selected 'Shovel Ready' projects will enter into a cost-share agreement to build the project. MWRD assists 'Conceptual' projects with identifying flood control alternatives through a preliminary engineering study.

MWRD and partnering agency execute an intergovernmental agreement to facilitate the project, with long term maintenance responsibilities assigned to the partnering agency. Design and/or construction of each installation is monitored by the MWRD. After completion, MWRD inspects the project installation, ensuring maintenance is in line with the project's operation and maintenance plan.

Based on the initial localized stormwater project outreach by the MWRD starting in September 2013, dozens of projects were initially approved by the MWRD Board of Commissioners. The approved projects that resulted from the initial outreach and subsequent 'Call for Projects' are distributed across Cook County and include green infrastructure improvements, localized detention, upsizing critical storm sewers/culverts, pump stations, and establishing drainage ways.

Another 'Call for Projects' was made in late 2019 with 46 applications submitted in early 2020. Of the applications submitted 8 are 'Shovel Ready' Projects while the rest are 'Conceptual' projects or in the 'Design' phase. All projects are currently being evaluated.

LOCALIZED FLOODING PROJECTS (PHASE II)

The following is a detailed list of ongoing localized flooding projects. For 2019 completed projects, refer to page 7. Locations of both ongoing and completed localized flooding projects can be found on page 14.

CENTRAL ROAD FLOOD CONTROL PROJECT

ID: IDOT-17 **Contract:** 14-065-5C
Watershed: Lower Des Plaines
Location: Unincorporated Northfield, Maine Township, and Glenview, IL
Description: Analysis of new conveyance improvements along Central Road and possible detention facilities.
Estimated Construction Cost: TBD
Status: Ongoing coordination with the Illinois Department of Transportation.

FIRST AVE. FROM ROOSEVELT ROAD TO CERMAK ROAD FLOOD CONTROL

ID: IDOT-15 **Contract:** 14-111-5C
Watershed: Lower Des Plaines
Location: Maywood, IL
Description: Flood relief along 1st Ave. from Roosevelt Road to Cermak Road.
Estimated Construction Cost: \$5,200,000
Status: Final design.

PLAINFIELD ROAD FROM WILLOW SPRINGS TO EAST AVE. FLOOD CONTROL

ID: CCDTH 4 **Contract:** 14-112-5C
Watershed: Lower Des Plaines
Location: LaGrange; Countryside; McCook; and Lyons Township, IL
Description: May include construction of a new trunk sewer along portions of Plainfield Road, 55th St. and East Ave. and stormwater improvements to the McCook Ditch, McCook Ditch Overflow, and McCook Levee.
Estimated Construction Cost: TBD
Status: Preliminary Engineering being finalized in coordination with local municipalities, Cook County Department of Transportation and Highways, and the Illinois Department of Transportation.



FLOOD CONTROL ALONG NATALIE CREEK

ID: Midlothian 1 **Contract:** 14-252-5F
Watershed: Little Cal River
Location: Oak Forest; Midlothian, IL
Description: Installation of flood control measures for an estimated 15,800 linear feet along Natalie Creek from 157th and Central Park in Oak Forest to 146th and Pulaski in Midlothian. Flood control measures involve the upsizing of restrictive culverts, improving the channel at several locations and the installation of a stormwater detention basin. The project will reduce flood damages for over 230 structures.
Estimated Construction Cost: \$7,629,000
Status: Project under construction

FLOOD CONTROL ON MIDLOTHIAN CREEK

ID: Robbins 2
Contract: 14-253-5F / 17-IGA-02
Watershed: Little Cal River
Location: Robbins, IL
Description: Creation of a naturalized wetland detention area along with channel improvements to resemble a park setting. The project will reduce flood damages for over 92 structures. The actual MWRD cost share will be determined based upon funding being sought from various local and regional agencies as well as grants.
Estimated Construction Cost: \$11,000,000
Status: Working on final design of Phase I Diversion Channel.

FLOOD CONTROL ON CALUMET-SAG TRIBUTARY C

ID: Bremen Twp 1 **Contract:** 14-257-5C
Watershed: Cal-Sag Channel
Location: Bremen Township & Midlothian, IL
Description: Preliminary engineering alternatives developed to address flooding along Calumet-Sag Tributary Channel in the vicinity of 143rd St. and Linder Ave..
Estimated Construction Cost: TBD
Status: Preliminary design

FLOOD CONTROL IN THE VICINITY OF 135TH ST. AND CENTRAL AVE.

ID: Crestwood 1 **Contract:** 14-258-5C
Watershed: Cal-Sag Channel
Location: Crestwood, IL
Description: Preliminary engineering analysis to identify and evaluate solutions to address flooding in the vicinity of 135th St. and Central Ave..
Estimated Construction Cost: \$9,250,000
Status: Final design

FLOOD CONTROL IN THE VICINITY OF 131ST ST. AND CYPRESS DRIVE

ID: Palos Heights 4
Contract: 14-259-5F / 17-IGA-04
Watershed: Cal-Sag Channel
Location: Palos Heights, IL
Description: This project involves the acquisition and demolition of one structure and the installation of a swale and a new downstream storm sewer and outfall to Navajo Creek.
Estimated Construction Cost: \$200,000
Status: Currently under design

FLOOD CONTROL FOR THE WASHING ST. AREA

ID: Blue Island 1 **Contract:** 14-260-5F
Watershed: Cal-Sag Channel
Location: Blue Island, IL
Description: Stormwater storage and conveyance improvements to address flooding of approximately 45 structures. The actual MWRD cost share will be determined based upon funding being sought from various local and regional agencies as well as grants.
Estimated Construction Cost: TBD
Status: MWRD and the City are investigating additional flood control alternatives in order to ensure that the most effective solution is selected. Additional study is nearing completion.

MELVINA DITCH RESERVOIR IMPROVEMENTS

ID: MD Rsvr Exp **Contract:** 14-263-3F
Watershed: Cal-Sag Channel
Location: Burbank, IL
Description: Expands the existing Melvina Ditch Reservoir by up to 195 acre-feet to increase its storage capacity (up to a 118 percent increase), modifying the pumping station to accommodate the reservoir expansion, and installing a new emergency overflow weir to reduce the likelihood of reservoir overtopping.
Estimated Construction Cost: \$14,245,000
Status: Project under construction

RAILROAD DRAINAGE OUTLET

ID: Riverside 13 **Contract:** 16-IGA-03
Watershed: Lower Des Plaines
Location: Riverside, IL
Description: Construction of a 24-inch storm sewer outlet to the Des Plaines River and blocking or restricting flow from the storm sewers of the railroad drainage area to the existing combined sewer. This is a cost-sharing agreement with the Village of Riverside.
Estimated Construction Cost: \$90,000
Status: Project under construction.

PILOT STUDY FOR INVESTIGATING TECHNOLOGY TO ADDRESS BASEMENT BACKUPS

ID: N/A **Contract:** 16-IGA-20
Watershed: Chicago
Location: Chicago, IL
Description: Intergovernmental agreement with the City of Chicago to share the cost of a research pilot study on the south side of Chicago to gain insight into the effectiveness of various technologies aimed at reducing basement backups.
MWRD Contribution: \$400,000
Status: Study ongoing.



▲ Melvina Ditch Reservoir Improvements, 14-263-3F

GROVELAND AVE. LEVEE IMPROVEMENTS

ID: Riverside 11 **Contract:** 18-IGA-20
Watershed: Lower Des Plaines
Location: Riverside, IL
Description: The Groveland Ave. levee will be improved by raising the levee with a sheet pile floodwall. A pumping station will be built to drain the land side of the levee. An adjacent St. will be raised or protected by additional flood walls. The village will enter a project partnership agreement with the Army Corps of Engineers as its local sponsor. MWRD will enter into an intergovernmental agreement with the Village to provide the non-federal share of the design and construction costs.
Estimated Construction Cost: \$7,200,000
MWRD Contribution: \$2,500,000
Status: Currently under design.

SOUTH AREA SEWER SEPARATION 18-IGA-21

ID: Forest Park **Contract:** 18-IGA-21
Watershed: Lower Des Plaines
Location: Forest Park, IL
Description: New storm sewers and connection to existing Des Plaines River outfall.
Estimated Construction Cost: \$2,800,000
MWRD Contribution: TBD
Status: Drafting intergovernmental agreement.

NEW STORM SEWERS AND OUTFALL ALONG NORTH SHORE AVE.

ID: Lincolnwood **Contract:** 18-IGA-22
Watershed: North Branch
Location: Lincolnwood, IL
Description: New storm sewer system will protect residential homes from basement backups and drain into a new outfall along North Shore Ave..
Estimated Construction Cost: \$3,600,000
MWRD Contribution: \$1,400,000
Status: Project under construction

HIBBARD ROAD FOREST PRESERVE WETLAND AND DUKE CHILDS STORAGE PROJECT 18-IGA-24

ID: Winnetka **Contract:** 18-IGA-24
Watershed: North Branch
Location: Winnetka, IL
Description: Wetland enhancement facility on Forest Preserve District property and an underground storage and water quality facility on Duke Childs Field.
Estimated Construction Cost: \$25,903,340
MWRD Contribution: TBD
Status: Finalizing intergovernmental agreement with Village.

STORMWATER STORAGE IN MOUNT PROSPECT

ID: Mount Prospect **Contract:** 18-IGA-25
Watershed: Lower Des Plaines
Location: Mount Prospect, IL
Description: Design and construction of two new flood storage basins and upgrade of ancillary storm sewers to provide a cumulative flood storage volume of approximately 30 acre-feet.
Estimated Construction Cost: \$2,000,000
MWRD Contribution: \$1,348,000
Status: Project under construction.

CULVERT UPSIZING AND CHANNEL IMPROVEMENTS ON BOCA RIO DITCH COOK COUNTY DOTH 18-IGA-26

ID: CCDOTH **Contract:** 18-IGA-26
Watershed: Little Cal River
Location: Oak Forest, IL
Description: Culvert upsizing and channel improvements.
Estimated Construction Cost: \$619,000
MWRD Contribution: TBD
Status: Drafting intergovernmental agreement.

WENONAH AVE. BASIN FLOODING RELIEF IMPROVEMENTS

ID: Forest View **Contract:** 18-IGA-28
Watershed: Lower Des Plaines
Location: Forest View, IL
Description: New storm sewers and outfall in coordination with IDOT drainage project.
Estimated Construction Cost: \$1,300,000
MWRD Contribution: TBD
Status: Drafting intergovernmental agreement.

CULVERT IMPROVEMENTS IN ELK GROVE VILLAGE

ID: Elk Grove Village **Contract:** 18-IGA-30
Watershed: Lower Des Plaines
Location: Elk Grove Village, IL
Description: Culvert improvements in conjunction with channel maintenance.
Estimated Construction Cost: \$2,215,019
MWRD Contribution: \$1,250,000
Status: Project under construction.

STORMWATER STORAGE AREAS IN NILES

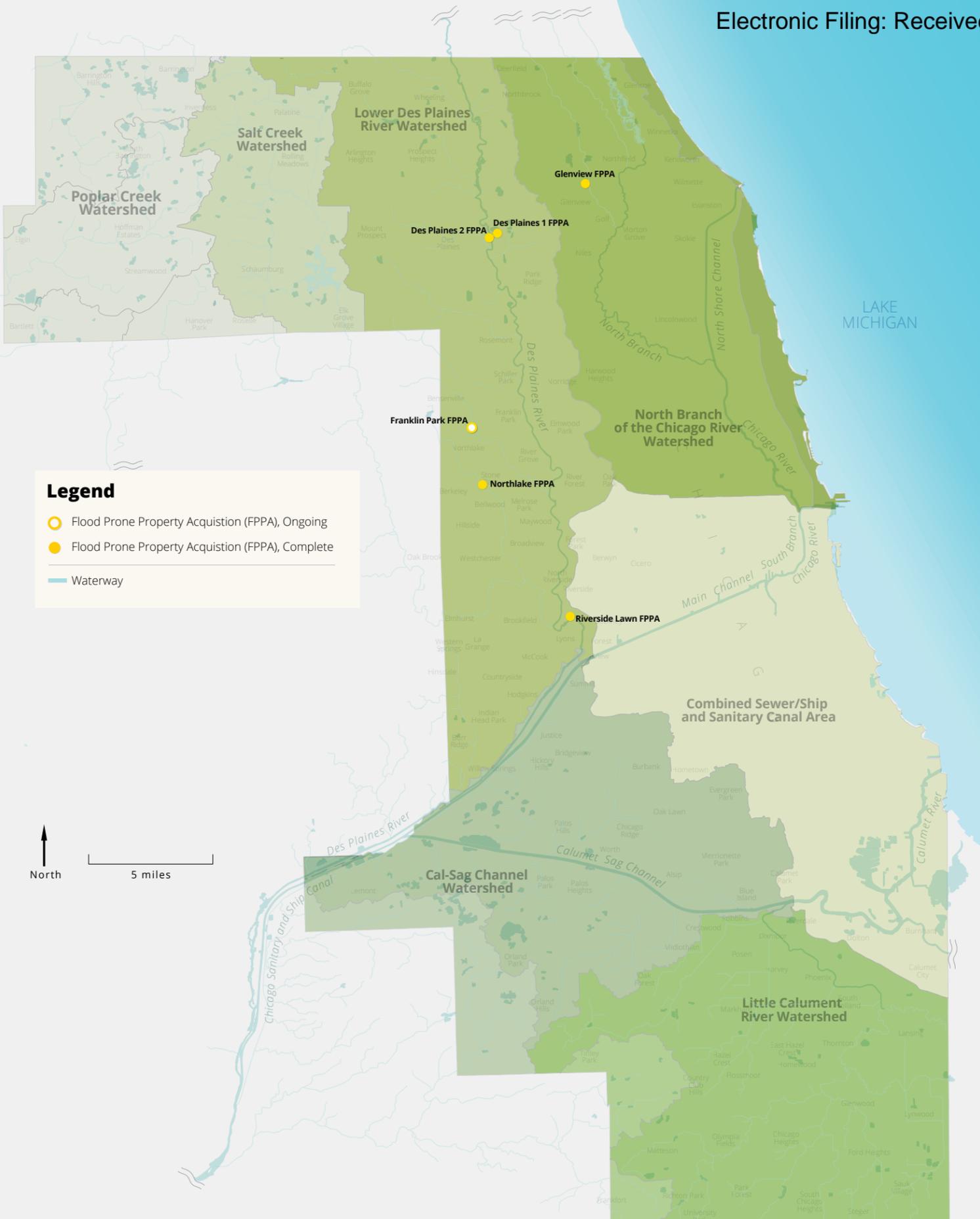
ID: Niles **Contract:** 18-IGA-31
Watershed: North Branch
Location: Niles, IL
Description: New stormwater storage in open space in coordination with recreational improvements.
Estimated Construction Cost: \$8,838,000
MWRD Contribution: \$2,000,000
Status: Finalizing intergovernmental agreement with Village.

OLD TOWN SOUTH COMBINED SEWER SEPARATION

ID: Western Springs **Contract:** 18-IGA-32
Watershed: Lower Des Plaines
Location: Western Springs, IL
Description: Construction of new storm sewers and outfall to Flagg Creek
Estimated Construction Cost: \$1,000,000
MWRD Contribution: \$752,937
Status: Finalizing intergovernmental agreement with Village.

EXPANSION OF EXISTING DETENTION BASIN IN ORLAND PARK

ID: Orland Park **Contract:** 18-IGA-33
Watershed: Little Calumet River
Location: Orland Park, IL
Description: Expansion of the Grasslands Regional Detention Basin in Orland Park.
Estimated Construction Cost: \$600,000
MWRD Contribution: \$558,000
Status: Finalizing intergovernmental agreement with Village.



FLOOD-PRONE PROPERTY ACQUISITION

On August 7, 2014, the Board of Commissioners adopted a policy on the selection and prioritization of projects for acquiring flood-prone property. This program is comprised of three distinct components:

- **Local Sponsor Assistance Program** - MWRD's top priority will be to facilitate the Illinois Emergency Management Agency's federally funded program by assisting Local Sponsor communities in providing their share of the cost for property acquisition.
- **MWRD Initiated Program** - in communities where MWRD's Board of Commissioners approved capital projects from MWRD's Detailed Watershed Plans, should the cost of a property acquisition alternative be less than the capital project and provide equivalent benefits, the acquisition alternative will be pursued.
- **Local Government Application Program** - MWRD will consider applications directly from local governments requesting property acquisition of specific flood-prone structures.

In 2018, MWRD solicited applications from municipalities and townships for assistance with the acquisition of flood-prone structures located throughout Cook County. MWRD previously entered into intergovernmental agreements with several municipalities and the Cook County Land Bank Authority to acquire 69 flood-prone properties to date with another 132 under negotiations. Upon acquisition, the structures are removed and deed restrictions are placed on the acquired properties requiring them to remain as open spaces in perpetuity.

FLOOD-PRONE PROPERTY ACQUISITION PROJECTS

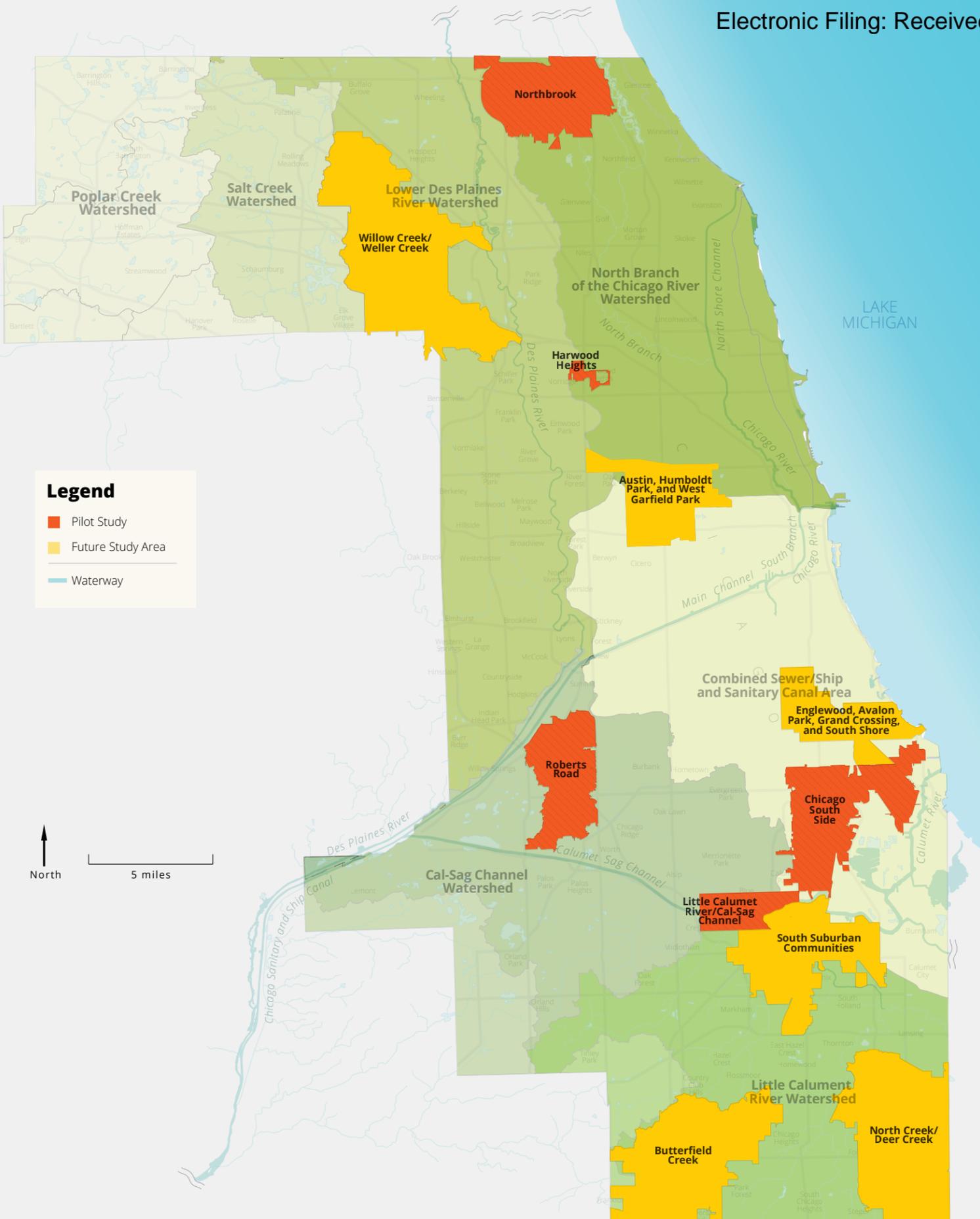
The following is a detailed list of ongoing flood-prone property acquisition projects. For 2019 completed projects, refer to page 7. Locations of both ongoing and completed flood prone property acquisition projects can be found on page 20.

FRANKLIN PARK FLOOD-PRONE PROPERTY ACQUISITIONS

ID: Franklin Park FPPA **Contract:** 16-IGA-13 **Watershed:** Lower Des Plaines **Location:** Franklin Park, IL
Description: Purchase 32 flood-prone homes along Silver Creek. This is a cost-sharing agreement with the Village of Franklin Park.
Estimated Construction Cost: \$6,400,000 **MWRD Contribution:** \$4,681,000
Status: Intergovernmental agreement executed. Appraisals are being performed.



Des Plaines River Flooding.



STORMWATER MASTER PLAN PILOT STUDIES

MWRD initiated five Stormwater Master Plan pilot studies in 2015 to begin putting together a Cook County green and gray infrastructure plan that would better protect the community against severe weather events. The goal of these pilot studies was to identify solutions to 100-year flooding of structures and basement backups located in publicly and privately owned properties. To achieve this goal, it will be necessary to demonstrate to the general public that no agency alone can solve the flooding woes plaguing our region. Through extensive public outreach and education, MWRD will work to educate the public as to the magnitude of the flooding issues faced by our region. Based on input from each of the four Councils of Government and the City of Chicago, the five pilot locations were:

The Little Calumet River/Calumet-Sag Channel drainage areas,

- Northbrook,
- Roberts Road drainage area,
- Village of Harwood Heights, and
- The City of Chicago's 8th Ward and surrounding area (on the southeast side).

After completing the pilot Stormwater Master Plans, the findings of these studies revealed that exorbitant investments by MWRD and the local communities would be necessary to protect structures from flooding through traditional gray or blended green and gray infrastructure. As MWRD moves forward with its stormwater master planning effort for the entire county, the lessons learned in the pilot studies will be applied, and an adaptive approach will be utilized to find ways to address community issues that considers local communities' capacity and identifies potential partnership opportunities to help fund multi-objective solutions centered on stormwater management. After an assessment and review of community planning needs across Cook County is completed, additional stormwater master planning studies will be pursued in order to create an overall plan for Cook County.

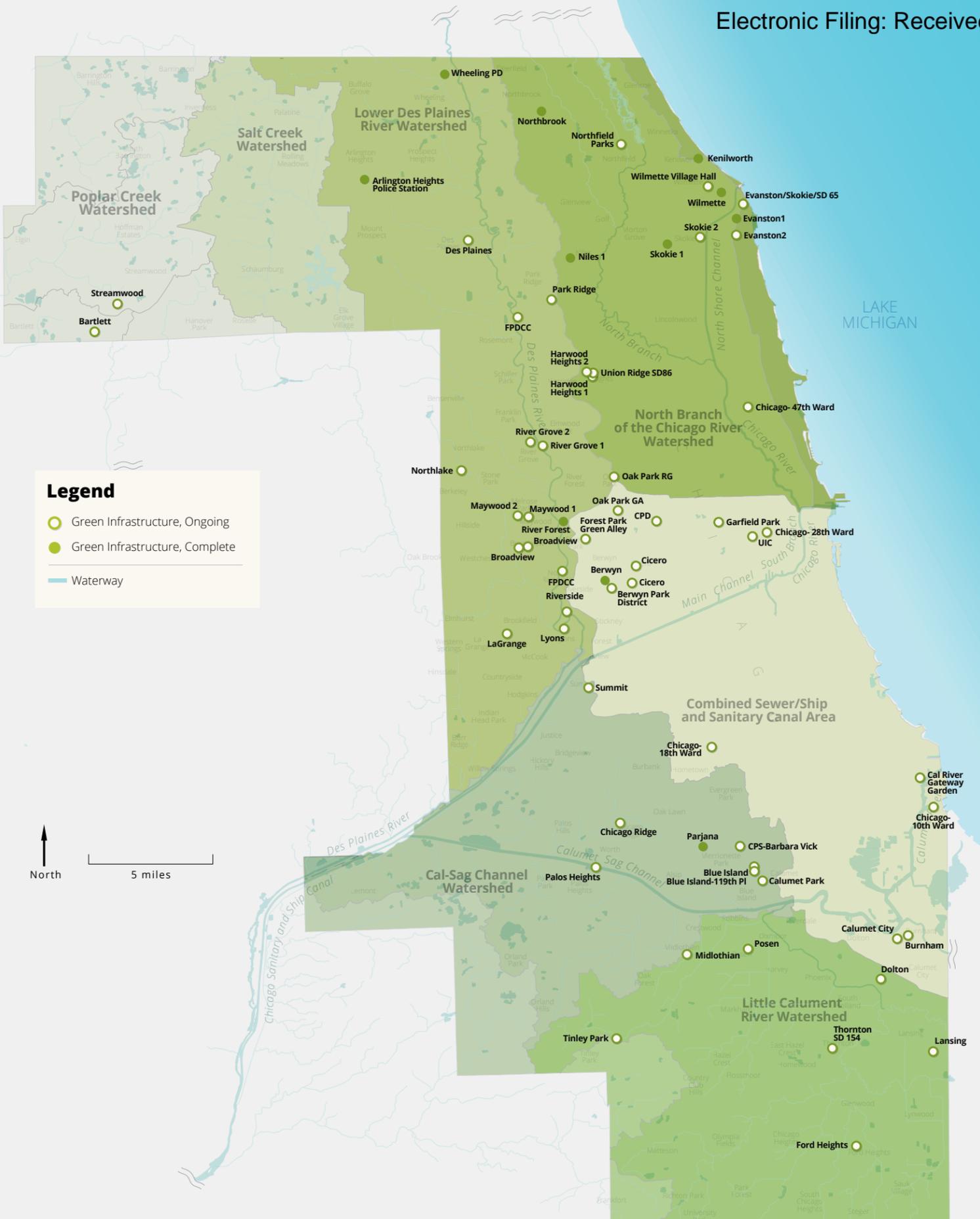
It is anticipated that Stormwater Master Plans will be developed for all areas of Cook County over the next several years following the process defined through initial pilot studies completed in 2016.

As part of the MWRD's continuing Stormwater Master Planning effort, questionnaires were sent out in the 1st quarter of 2019 to all communities to gather available information related to stormwater issues for use in future plans initiated by the MWRD. The data sought in the questionnaire includes:

- Location, frequency and severity of flood problems
- If planning or engineering efforts have already been made to address stormwater issues
- Other top community needs.

The questionnaire will be in two parts. The first part will be general questions answered through an online application. The second will be an interactive online GIS tool to show locations of flooding on a map.





GREEN INFRASTRUCTURE

The Green Infrastructure Program focuses on engineered systems that capture and manage precipitation where it falls rather than it traveling through conventional stormwater systems. By addressing the increase of impervious area due to land development, Green infrastructure can reduce combined sewer discharges, localized flooding and stormwater impacts in an area. Green infrastructure includes natural systems which use vegetation, such as bioswales and rain gardens, to manage rainfall. Green infrastructure also includes manufactured solutions such as rain barrels, permeable pavement and rain water harvesting. Established in 2014, the Green Infrastructure Program seeks to increase the acceptance and investment of Green infrastructure throughout Cook County through numerous partnerships.



▲ Space to Grow, Oliver S. Westcott Elementary School, 15-IGA-20

GREEN INFRASTRUCTURE 'CALL FOR PROJECTS'

MWRD introduced the Green Infrastructure Call for Projects to scale its investment into green infrastructure. The program seeks to partner with local communities and public agencies throughout Cook County to fund and build green infrastructure projects. These projects vary in size and scope and can include roadside bioswales and rain gardens, green roofs, permeable pavement alleys, green streetscapes, and eco-orchards.

The program is available to government organizations within MWRD's corporate boundaries. Projects are prioritized on their ability to capture and store water (measured as design retention capacity), flood risk, and structures benefitted by the green infrastructure amongst other criteria. MWRD and a partnering agency execute an intergovernmental agreement to facilitate the project, with long term maintenance responsibilities assigned to the partnering agency. Design and construction of each installation are monitored by MWRD to optimize benefits. After completion, MWRD inspects the installation, ensuring maintenance is in line with the project's operation and maintenance plan.

In 2017 and 2018, 40 projects were selected. In June of 2019, a third "Call for Projects" was held. 41 applications were evaluated, with an additional 20 more projects selected. The projects selected over the last three years will provide a total of approximately 6 million gallons of design retention capacity.

The Arlington Heights, River Forest, Skokie, and Wheeling Park District projects were completed in 2018, providing 205,453 gallons of design retention capacity for an investment of \$694,000.

In 2019, the District worked with the City of Des Plaines, and the Villages of Forest Park, Harwood Heights, La Grange, Maywood, Riverside and Tinley Park to develop green infrastructure projects consisting of permeable pavement parking, green alleys, and bioretention facilities. The District will contribute up to \$2,935,034 to these projects which provided a combined DRC of 1,109,170 gallons.



GREEN INFRASTRUCTURE PARTNERSHIPS ‘CALL FOR PROJECTS’

The following is a list of Green Infrastructure Partnerships under construction in 2019. For 2019 completed projects, refer to page 7 & 9. Locations of both ongoing and completed Green Infrastructure Partnerships can be found on page 24.

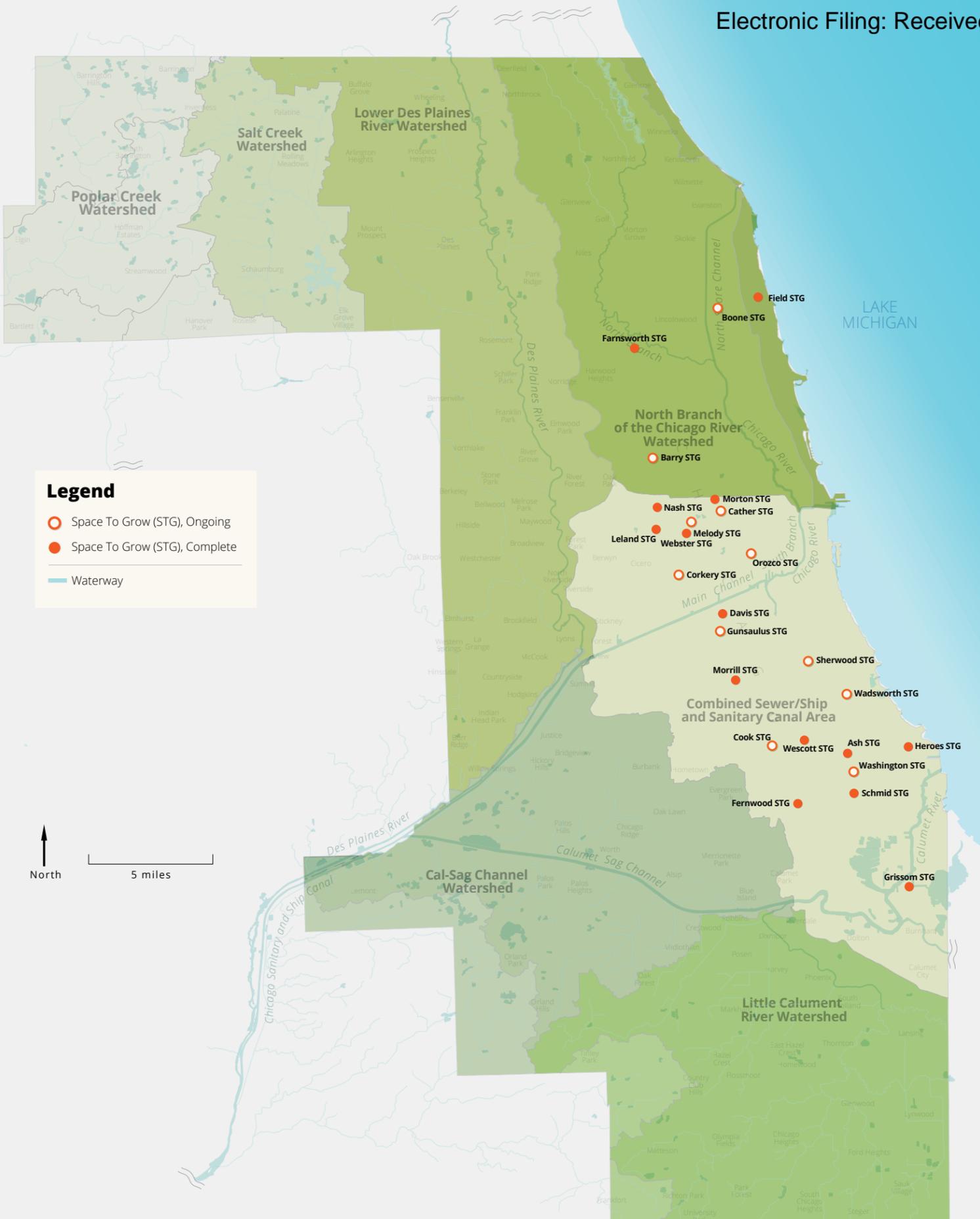
GREEN INFRASTRUCTURE PARTNERSHIP PROJECTS UNDER CONSTRUCTION IN 2019

ID	Contract	Project Title
Des Plaines	18-IGA-06	Des Plaines Green Infrastructure Project
Forest Park	18-IGA-07	Forest Park Green Infrastructure Project
Hardwood Heights	18-IGA-09	Hardwood Heights Green Alleys
Maywood	18-IGA-10	Village of Maywood Green Infrastructure Project
LaGrange	19-IGA-08	LaGrange Parking Lot Retrofits
Tinley Park	19-IGA-15	North St. Permeable Pavers
Riverside	18-IGA-17	Village of Riverside Green Infrastructure Project

GREEN INFRASTRUCTURE PARTNERSHIP SELECTIONS - 2019 ‘CALL FOR PROJECTS’

The following is a list of agencies and associated projects selected during the 2019 Green Infrastructure ‘Call For Projects’. Intergovernmental Agreements are currently being drafted between the MWRD and listed agencies.

ID/Contract	Partnering Agency	Project Title
20-IGA-01	Village of Bartlett	Bioswale and Bike Path Replacement Project
20-IGA-02	Berwyn Park District	Liberty Green Annex
20-IGA-03	City of Blue Island	119 th Place Bioswale and Permeable Alley
20-IGA-04	Village of Broadview	Broadview 2020 Green Alley Improvements
20-IGA-05	Village of Burnham	Cottage Park Stormwater Improvements
20-IGA-06	City of Chicago	Calumet River Gateway Garden
20-IGA-07	Village of Chicago Ridge	Metra Station Permeable Paver Parking Lot
20-IGA-08	Town of Cicero	Cicero 2020 Green Alley Paving
20-IGA-09	City of Evanston	Parking Lot Improvements Project
20-IGA-10	Forest Preserve District	Schuth’s Grove Parking Lot GI Retrofit
20-IGA-11	Village of Harwood Heights	Harwood Heights Green Alley Project
20-IGA-12	Village of Lyons	Green Alleys Water Management
20-IGA-13	Village of Maywood	Maywood Green Alleys Program
20-IGA-14	Northfield Park District	Clarkson Park Improvements
20-IGA-15	City of Northlake	Northlake City Centre Permeable Parking Lot Project
20-IGA-16	Poplar Creek Public Library District	Concrete Walkway Replacement with Permeable Paving System
20-IGA-17	Village of River Grove	River Grove 2020 Green Alley Program
20-IGA-18	Village of Skokie	Skokie 2020 Green Alley Program
20-IGA-19	Union Ridge School District 86	Union Ridge School Parking Lot Improvements
20-IGA-20	Village of Wilmette	Village Hall Parking Lot Retrofit



SPACE TO GROW

Space to Grow is an innovative public-private partnership with a mission of transforming Chicago schoolyards into vibrant green spaces for physical activity, outdoor learning and play. As centers of school and community life, Space to Grow schoolyards typically feature expanded and safer playground equipment, track and field areas, multi-purpose courts, turf fields, outdoor classrooms and vegetable gardens. The schoolyards also incorporate many green infrastructure design elements to reduce water pollution and neighborhood flooding. These features include permeable play surfaces, native plantings and rain gardens.

The program is co-managed by the Healthy Schools Campaign and Openlands with capital funding, leadership and expertise from MWRD, Chicago Public Schools and the City of Chicago Department of Water Management. MWRD also provides technical support for green infrastructure elements to ensure that the new schoolyards provide optimal stormwater capture benefits.

Space to Grow schools are prioritized based on flood risk, site suitability and socioeconomic factors. Numerous community meetings were held to describe project details and benefits. MWRD and Chicago Public Schools executed an intergovernmental agreement to facilitate the projects whereby long term maintenance responsibilities are assigned to Chicago Public Schools. MWRD maintains the right to inspect the green infrastructure to ensure it is being properly maintained in accordance with the operations and maintenance plan developed for each school.

Since 2014, MWRD has invested into 20 schools providing 3.65 million gallons of design retention capacity. The program will be amended to continue through 2022, funding green infrastructure at up to thirty-four schools for a total investment of approximately \$18 million. Construction was completed at 5 schools in 2019. Another 5 projects have been designed with construction anticipated in early 2020.

The existing intergovernmental agreement between MWRD and Chicago Public Schools will be amended to extend the timeline for the remaining projects through 2022. MWRD plans to invest \$1 million to fund ten school designs, with the remaining school designs to be funded by Chicago Public Schools and the City of Chicago Department of Water Management.

SPACE TO GROW PARTNERED SCHOOLS

The following is a list of Space to Grow Projects scheduled for construction in 2020. For 2019 completed projects, refer to page 9. Locations of both ongoing and completed Space to Grow Projects can be found on page 28.

ID: Multiple Locations **Contract:** 14-IGA-06 and 15-IGA-20 **Watershed:** Chicago **Location:** Multiple Locations
Description: MWRD, the Chicago Department of Water Management, and the Chicago Public Schools are partnering to design and install playgrounds at various Chicago Elementary Schools utilizing green infrastructure. The projects will reduce flooding, reduce the load on the combined sewer system, and educate students and neighbors about green Infrastructure techniques and purpose.

MWRD Max Contribution: \$18,000,000

Status: 20 of a total up to 34 schools have been completed through 2019. Five playgrounds were transformed in 2019. An additional 5 schools have been designed and are planned for construction in 2020. They are as follows:

- John Barry Elementary School** | 2828 N. Kilbourn Ave.
- Daniel Boone Elementary School** | 6710 N. Washtenaw Ave.
- Genevieve Melody Elementary School** | 3937 W. Wilcox Street
- Jesse Sherwood Elementary School** | 245 W. 57th Street
- Harold Washington Elementary School** | 9130 S. University Ave.

The existing intergovernmental agreement between MWRD and Chicago Public Schools will be amended to extend the timeline for the remaining projects through 2022. MWRD plans to invest \$1 million to fund ten school designs, with the remaining school designs to be funded by Chicago Public Schools and the City of Chicago Department of Water Management.



▲ Space to Grow, Henry H. Nash Elementary School, 15-IGA-20

STORMWATER MAINTENANCE AND OPERATION

CAPITAL PROJECT MAINTENANCE & INTERGOVERNMENTAL AGREEMENTS

Regular upkeep and maintenance are necessary for the new installations to function properly and provide the expected stormwater benefit. For that reason, routine maintenance is required as dictated by an operation and maintenance plan developed for each project.

Agencies that receive financial assistance from MWRD enter into an intergovernmental agreement with the MWRD, which includes the operation and maintenance plan, and the maintainer of the project is established. Typically, the partnering agency is responsible for all costs associated with inspection, operation, and maintenance of the project. MWRD reviews inspection reports generated to assess the operation of the final project and to ensure proper maintenance is being performed. MWRD may also conduct their own inspections of the project on an as needed basis.

SMALL STREAMS MAINTENANCE PROGRAM

Through the management of the Small Streams Maintenance Program, the Maintenance & Operations Department works to reduce flooding in urbanized areas. Cook County has little elevation change; therefore, its streams tend to move slowly and are naturally prone to flooding. Many developed areas were originally uninhabited muddy marshes with meandering streams that often overtopped their banks. The streams that flow through the neighborhoods of Cook County are more than just a scenic part of the landscape or a habitat for wildlife. They serve the vital function of draining stormwater and preventing flooding. Minor blockages can build up quickly in heavy rains, restricting flow and creating a potential for urban flooding. In order to function properly, the streams must be maintained.

Total Debris Removed By Watershed (Cubic Yard)		
Watershed	2018	2019
Little Cal	7,821	5,522
Cal-Sag	9,791	5,064
Lower Des Plaines	7,041	3,123
North Branch	1,321	3,652
Upper Salt Creek	185	628
Poplar Creek	70	945
Total	26,229	18,934

The Small Streams Maintenance Program, established in 2006, has successfully concluded its thirteenth year of operation. The program follows MWRD's stormwater management mission to relieve flooding in urbanized areas through immediate and relatively simple remedies. The program's top priorities are to maintain creeks, streams, and waterways by removing blockages, obstructions, and debris. The program also prevents future blockages by removing dead and unhealthy trees, which can fall into streams. Maintenance crews also remove

harmful invasive species, such as buckthorn and honeysuckle, which can choke out native plants and leave the ground vulnerable to erosion.

MWRD and contractor crews removed approximately 18,934 cubic yards of debris in 2019. In addition 3,189 cubic yards of river and canal debris was removed by MWRD's debris and skimmer boat crews along the Chicago Area Waterways. In 2019, MWRD continued to utilize a two-year stream maintenance contract, paying a total of \$2,472,936 to contractors to provide stream maintenance. Listed in the table below are the debris amounts removed in each watershed for the past two years.

The 2019 expenditure for the Small Streams Maintenance Program was \$2,966,427. The average cost per cubic yard of debris removed was \$156.67.

The Small Streams Maintenance Program will continue in 2020 and is anticipating removal of approximately 25,000 cubic yards of debris. Major goals include standardizing procedures, identifying critical stream areas, scheduling critical inspections and continuing to introduce MWRD's small stream crews to local governments to increase the public's awareness of MWRD's presence and execution of the program.

Citizens are encouraged to report waterway blockages and request removal of debris from small creeks or waterways in Cook County, IL, by either visiting <https://gispub.mwrdd.org/incidentreporting/> or downloading the Citizen Incident Reporting iPhone app (search for **MWRD Citizen Incident Reporting** on the iPhone App store or visit: <https://apple.co/2LTtEa8>).

WATERSHED MANAGEMENT ORDINANCE

MWRD began requiring stormwater detention in 1972 under the Sewer Permit Ordinance for development projects greater than five acres. In 2007, MWRD began work on a new stormwater management regulatory ordinance known as the Watershed Management Ordinance (WMO). Numerous public hearings were held on the WMO in order to receive public input. The MWRD's Board of Commissioners subsequently approved the WMO, which became effective on May 1, 2014. The WMO is a comprehensive regulatory ordinance drafted with the assistance of an Advisory Committee consisting of regulatory agencies, municipalities, and non-governmental organizations.

The WMO aims to protect public health, safety, and welfare, and Cook County homes and businesses from flood damage by managing and mitigating the effects of development and redevelopment on stormwater drainage. It provides uniform minimum stormwater management regulations for Cook County that are consistent with the region. The WMO replaces the MWRD's Sewer Permit Ordinance with more comprehensive permit requirements. Components regulated under the WMO include drainage and detention, volume control, floodplain management, isolated wetland protection, riparian environment protection and soil erosion and sediment control. The MWRD has included a green infrastructure component in the ordinance which requires the capture of 1-inch of runoff from impervious surfaces for parcels greater than ½ acre in size when a WMO permit is required.

The WMO was amended by MWRD's Board of Commissioners on July 10, 2014 to incorporate the Infiltration/Inflow Control Program (Article 8). It was amended again on February 15, 2018. The WMO was amended on May 16, 2019 to allow the new Watershed Specific Release Rates, incorporation of updated Bulletin 70 rainfall data, and updates to the redevelopment provisions relating to detention to become effective on January 1, 2020. MWRD continues to develop the Technical Guidance Manual, which serves as a technical reference to the WMO. The WMO webpage, <http://wmo.mwrdd.org/>, contains more information on both the WMO and the Technical Guidance Manual.

Regulation of the WMO is administered by issuing permits for development within Cook County. Permits are reviewed by MWRD Engineering Department staff to ensure the project design is in compliance with the WMO. Additionally, construction sites are inspected to enforce the provisions approved under the permit. In 2019, five hundred and twenty-nine permits were issued, requiring a total of 97,673,900 gallons of detention volume. 207 permits required a total of 17,711,957 gallons of green infrastructure retention volume. The following table illustrates the number of permits issued and inspected in 2019 and since the inception of the WMO. Volumes of water captured onsite in the form of detention and volume control (green infrastructure) are also included.

Watershed Management Ordinance Program				
Year	# Permits Issued	# Site Inspections	Total Detention Volume	Total Green Infrastructure Volume
2019	529	5,275	97,673,900 gallons	17,711,900 gallons
Total	2,473	-	451,336,200 gallons	71,049,800 gallons

GIS/GPS ASSISTANCE

In 2017, MWRD purchased six Global Positioning System (GPS) units to provide sewer system owners with resources to begin mapping their sewer systems in a Geographic Information System (GIS) or to improve their existing sewer system maps. In return, sewer system owners provide MWRD with their sanitary, storm and combined sewer data. To obtain GPS equipment and related software at no cost, sewer system owners must enter into an intergovernmental agreement with MWRD. As of January 2019, nine municipalities have entered into an intergovernmental agreement with MWRD to utilize the GPS units. Sewer system owners that wish to be added to the list for the next available GPS unit should submit a letter of intent to the MWRD Director of Engineering. A template intergovernmental agreement and modifiable letter of intent can be found at mwrdd.org/wmo.

INFILTRATION/INFLOW CONTROL PROGRAM ADMINISTRATION

MWRD's Infiltration/Inflow Control Program provides a framework for asset management of separate sewer systems to meet the following goals:

- Maintain infrastructure to prevent sanitary sewer overflows and basement backups due to sewer surcharging and other adverse sewer system conditions;
- Comply with MWRD's National Pollution Discharge Elimination System permits and all other applicable federal, state, and local laws and regulations;
- Minimize extraneous flows transported to MWRD's facilities due to defective system components or illegal connections.

The Infiltration/Inflow Control Program is implemented due to special conditions imposed within the National Pollutant Discharge Elimination System permits issued by the Illinois Environmental Protection Agency for MWRD's Water Reclamation Plants. In addition to adopting a Capacity, Management, Operation and Maintenance Program for the conveyance and treatment facilities, MWRD is required to take action to reduce excessive infiltration and inflow within the local sanitary sewer systems.

All satellite entities (sewer system owners) within MWRD's separate sewer area that discharge directly or indirectly into MWRD facilities are required to identify and address infiltration and inflow sources within the public and private sewer systems. This will be accomplished by the individual satellite entities performing ongoing inspections and conducting maintenance and rehabilitation work on the sewer system. All satellite entities must annually report work completed to meet the goals of the Infiltration/Inflow Control Program to MWRD.

INFILTRATION / INFLOW CONTROL PROGRAM SATELLITE ENTITIES

Alsip	Hickory Hills	Orland Park
Aqua Illinois	Hillside	Palatine
Arlington Heights	Hinsdale	Palatine Township
Bartlett	Hodgkins	Palos Heights
Bedford Park	Hoffman Estates	Palos Hills
Bellwood	Homewood	Palos Park
Berkeley	Illinois American Water	Park Ridge
Bridgeview	Indian Head Park	Plum Grove Estates SD
Broadview	Inverness	Plum Grove Woodlands SD
Brookfield	Justice	Prospect Heights
Buffalo Grove	Kenilworth	Richton Park
Burr Ridge	Kimberly Heights SD	River Grove
Calumet City	La Grange	Riverdale
Chicago Ridge	La Grange Highlands SD	Robbins
Country Club Hills	La Grange Park	Rolling Meadows
Countryside	Lansing	Roselle
Crestwood	Lemont	Rosemont
Deer Park	Leyden Township	Sauk Village
Des Plaines	Lynwood	Schaumburg
Dolton	Markham	Schiller Park
East Hazel Crest	Matteson	South Barrington
Elk Grove Township	McCook	South Holland
Elgin	Melrose Park	South Lyons Township SD
Elk Grove Village	Merrionette Park	South Palos Township SD
Evergreen Park	Midlothian	South Stickney SD
Flagg Creek WRD	Mission Brook SD	Stone Park
Flossmoor	Morton Grove	Streamwood
Ford Heights	Mount Prospect	Thornton
Forest River SD	Niles	Tinley Park
Franklin Park	Norridge	Westchester
Garden Homes SD	Northbrook	Western Springs
Glenbrook SD	Northfield	Wheeling

Glencoe
Glenview
Glenwood
Hanover Park
Harvey
Harwood Heights
Hazel Crest

Northfield Township
Northfield Woods SD
Northlake
Oak Forest
Oak Lawn
Oak Meadow SD
Olympia Fields

Willow Springs
Wilmette
Winnetka
Woodley Road SD
Worth

PARTNERSHIPS AND PUBLIC OUTREACH

JOINT FUNDING AGREEMENT WITH THE UNITED STATES GEOLOGICAL SURVEY FOR STREAM GAGING STATION IN COOK COUNTY

MWRD entered into a Joint Funding Agreement with the United States Geological Survey beginning in 2006 and has since renewed the agreement annually to fund the continued maintenance and operation of various stream gages and rain gages within Cook County. Under the 2018-2019 agreement, MWRD is funding the following seven stream gages:

- Salt Creek at Rolling Meadows
- Salt Creek near Elk Grove Village
- Salt Creek at Western Springs
- Des Plaines River at Lyons
- North Branch of the Chicago River at Deerfield
- Natalie Creek at Midlothian
- Tinley Creek near Palos Park

MWRD is also funding two rain gages located on Salt Creek near Rolling Meadows and on Natalie Creek at Midlothian. The data from the streamflow gaging stations has proven useful for MWRD with calibration of the hydrologic and hydraulic models in the Detailed Watershed Plan development, and MWRD will continue to use data from these stations in ongoing and future planning and design of stormwater improvements. Real time data from the stream gages are available on the United States Geological Survey's website at <https://waterdata.usgs.gov/nwis>. Precipitation data is available at <https://il.water.usgs.gov/gmaps/precip/index.php>.

WATERSHED PLANNING COUNCILS

The Watershed Planning Councils were formed in 2005 to serve as advisory bodies to MWRD for its stormwater management program. Municipalities and townships are represented in the councils by their chief elected officials or designees. Unincorporated areas are represented by the Cook County Board President or his or her designee. Councils meet at least quarterly for the watersheds of the North Branch of the Chicago River, the Lower Des Plaines River, the Calumet-Sag Channel, the Little Calumet River, Poplar Creek, and Upper Salt Creek. Watershed Planning Council meetings serve as a mechanism for representatives of municipalities and townships to be updated on MWRD's stormwater management program as well as to communicate concerns of the public to MWRD.

The following Councils of Government are responsible for coordination of the WPCs:

- Northwest Municipal Conference
- West Central Municipal Conference
- South Suburban Mayors and Managers Association
- Southwest Conference of Mayors.

MWRD negotiated agreements with each of the Councils of Government to provide administrative assistance related to coordination of the Watershed Planning Councils; the current agreement was renewed for 2018 and 2019. The Councils of Government assist MWRD by arranging meeting schedules, drafting and distributing meeting agendas, distributing information from MWRD to council members, assembling contact information for council representatives, and forwarding information about stormwater management concerns from the council members to MWRD.

Visit <https://mwrld.org/watershed-planning-council-meetings> to view the current Watershed Planning Council meeting schedule.

PUBLIC AFFAIRS

In 2019, MWRD staff provided information about MWRD and the Stormwater Management Program at various public events in communities throughout the region and at various technical conferences. MWRD attends all Watershed Planning Council meetings to provide updates on watershed planning efforts, changes to the WMO, and stream maintenance activities. These meetings are open to the public and provide an opportunity for concerns of the public to be communicated to MWRD. The Space to Grow projects in partnership with Chicago Public Schools and Department of Water Management also have a large public affairs component, including community meetings to recommend design elements, community planting days and ribbon cutting ceremonies, where the value of green infrastructure is demonstrated. MWRD also worked to educate the general public on their water footprint by attending numerous community and environmental fairs throughout Cook County.

MWRD Staff will continue to participate in community outreach events in 2020. MWRD will also continue to participate in Watershed Planning Council meetings, and continue to promote MWRD stormwater management efforts using press releases and other media outlets.

COOK COUNTY HAZARD MITIGATION PLAN

The Cook County Hazard Mitigation Plan is the use of long-term and short-term policies, programs, projects, and other activities to alleviate the death, injury and property damage that can result from a disaster. Cook County, MWRD, and a coalition of planning partners prepared the Cook County Multi-Jurisdictional Hazard Mitigation Plan in order to identify the risks posed by hazards and find ways to reduce their impacts. The plan reduces risk for those who live in, work in, and visit the County. MWRD continues to work closely with Cook County and our other planning partners to mitigate against flooding through projects identified in our annual report.

In late 2019 the Board of Commissioners of the Metropolitan Water Reclamation District of Greater Chicago adopted Volume 1 in its entirety and certain portions of Volume 2 of the Cook County Multi-Jurisdictional Hazard Mitigation Plan. Web-links for both Volumes of the Hazard Mitigation Plan are provided below.

COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN VOLUME 1 – PLANNING-AREA-WIDE ELEMENTS

[https://www.cookcountyemergencymanagement.org/sites/default/files/images/Cook%20County %20 Multi-Jurisdictional%20Hazard%20Mitigation%20Plan%20Update.pdf](https://www.cookcountyemergencymanagement.org/sites/default/files/images/Cook%20County%20Multi-Jurisdictional%20Hazard%20Mitigation%20Plan%20Update.pdf)

COOK COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN VOLUME 2 – MUNICIPAL ANNEXES – COUNTY MITIGATION ACTIONS

[https://www.cookcountyemergencymanagement.org/sites/default/files/images/Countywide%20 Mitigation%20Actions.pdf](https://www.cookcountyemergencymanagement.org/sites/default/files/images/Countywide%20Mitigation%20Actions.pdf)

2019 STORMWATER MANAGEMENT PRESS RELEASES

- December 04, 2019 MWRD selects 20 green infrastructure projects across Cook County to absorb more stormwater and bolster resiliency
- December 03, 2019 Space to Grow partnership brightens schoolyard at Niños Heroes
- November 22, 2019 Space to Grow transformation benefits Nash/KIPP schoolyard to mitigate flooding
- November 19, 2019 “SWS CONFERENCE & EXPO 2019: TAKING THE INDUSTRY BY STORM,” Storm Water Solutions Magazine
- November 18, 2019 “Union Ridge will replace parking lot with permeable pavers under MWRD Green Infrastructure Partnership,” Pioneer Press
- November 14, 2019 Space to Grow partners transform Webster Elementary schoolyard
- November 06, 2019 Ribbon-cutting ceremony to be held on Webster School Space to Grow schoolyard today!
- October 18, 2019 Space to Grow partners unveil first new schoolyard of 2019
- October 11, 2019 MWRD, Riverside to introduce new permeable parking lot
- October 11, 2019 Green parking lots represent commitment from MWRD and La Grange to protect environment and address stormwater
- October 07, 2019 MWRD, La Grange introduce new permeable parking lots
- October 03, 2019 MWRD, Tinley Park partner on permeable St. to soak up water
- October 01, 2019 Learn how to protect your water environment: MWRD to host Watershed Management Ordinance training sessions

- September 30, 2019 MWRD, Tinley Park to celebrate new green St.
- September 16, 2019 Recent WMO Amendments Include New Watershed Specific Release Rates
- June 18, 2019 MWRD seeks government partners to apply for green infrastructure project assistance by Aug. 9
- June 06, 2019 Green infrastructure training provided by MWRD and WEF enhances stormwater management and improves water quality
- May 1, 2019 CDOT and Water Departments to Discuss Success of Albany Park Stormwater Diversion Tunnel in the 39th Ward
- May 1, 2019 MWRD breaks ground on Arrowhead Lake flood control project
- April 25, 2019 Arrowhead Lake project to deliver flood control in Palos Heights and Forest Preserve
- April 24, 2019 MWRD to break ground on Addison Creek Reservoir to provide flood relief for six communities
- April 05, 2019 Unique green infrastructure training opportunity to be held at Stickney Water Reclamation Plant
- February 27, 2019 MWRD prioritizes green infrastructure projects for 2019
- January 29, 2019 Comments accepted through Feb. 7 on MWRD’s watershed management ordinance MWRD reservoir expansion to alleviate Burbank and Oak Lawn flooding

2019 STORMWATER MANAGEMENT COMMITTED EXPENDITURES

Category	Description	Committed Expenditures	
Personal Services: Consultants	Fees paid to consultants for professional services rendered:	\$	4,195,769 5.64%
	Preliminary Engineering	\$	1,415,915
	Final Engineering	\$	2,736,421
	Post Award	\$	43,433
Personal Services: In-House Contractual Services	Salaries and associated costs related to MWRD personnel (57 Full time Employee Positions):	\$	9,731,101 13.08%
	Fees paid for services provided by Councils of Governments, agencies or companies:	\$	54,658,048 81.26%
	Small Streams Maintenance Program	\$	2,536,483
	Small Streams Maintenance Program Waste Disposal	\$	33,802
	Court Reporting Services	\$	16,126
	Contractual Services, N.O.C	\$	433,346
	Land Acquisition and Appraisals	\$	1,124,956
	Waterways Facilities Structures (Construction)	\$	38,098,618
	Army Corps of Engineers Services	\$	1,659,772
	Permit Review	\$	37,327
	IGAs	\$	10,387,612
	Payments for Easements	\$	178,421
	Debt Service for Alternate Revenue Bonds	\$	5,771,900
	Miscellaneous Contractual Services	\$	141,585
Administrative Expenses	Materials, equipment, supplies:	\$	11,773 .02%
	Total 2019 Committed Expenditures	\$	74,368,591
	Net Assets Appropriable for 2020	\$	152,995,492

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Tours are offered for groups of up to 25.

     mwr.org

Established in 1889, the MWRD is an award-winning, special purpose government agency responsible for wastewater treatment and stormwater management in Cook County, Illinois.
