

RESOLUTION NO. 2018-26

**A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE VILLAGE OF MAYWOOD GREEN ALLEYS**

(COST SHARING FOR 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)

WHEREAS, the President and Board of Trustees of the Village of Maywood (the "Village Board" or the "Village"), operating as a home rule municipality, have all of the powers and authority granted to such municipalities pursuant to Article VII, Sections 6 and 6(a) of the Illinois Constitution of 1970, including the right to exercise any power and perform any function pertaining to its government and affairs; and

WHEREAS, the President and Board of Trustees of the Village of Maywood desire to approve and enter into an agreement with the Metropolitan Water Reclamation District of Greater Chicago ("District") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE VILLAGE OF MAYWOOD GREEN ALLEYS (COST SHARING FOR 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof; and

WHEREAS, the Board of Commissioners of the District desire to approve and enter into the attached Agreement (**Exhibit "A"**) with the Village; and

WHEREAS, the purpose of the Agreement is to share in the cost of the construction of the 2018 Green Infrastructure Alley Improvements Project (the "Project") and to define the Village's and District's respective obligations regarding the Project. The Project consists of the construction of six (6) green alleys at the following locations within the Village:

- Four (4) green alleys from 12th Avenue to 14th Avenue between Oak Street and Washington Blvd.; and
- Two (2) green alleys from 15th Avenue to 16th Avenue between Washington Blvd. and Warren Avenue;

and

WHEREAS, the proposed "green" alley infrastructure installations will provide a total design retention capacity of **250,543 gallons** of stormwater per rain event. Under the Agreement, the Village is responsible for the construction, operation and maintenance of these "green" alleys; and

WHEREAS, the estimated **Project Cost is One Million Two Hundred One Thousand Five Hundred Eighty-Six and No/100 Dollars (\$1,201,586.00)**. Under the Agreement, the cost sharing allocation for the construction costs of the Project is a 70% (District) / 30% (Village) split. The District agrees to reimburse the Village for seventy percent (70%) of the total construction cost of the Project, but in no event shall that amount exceed **Eight Hundred Forty-One Thousand One Hundred Ten and No/100 Dollars (\$841,110.00)** (the "Maximum Reimbursement Amount"). The Village's 30% share of the

estimated Project cost is **Three Hundred Sixty Thousand Four Hundred Seventy-Six and No/100 Dollars (\$360,476.00)**. The Village is responsible for all other Project costs that exceed the Maximum Reimbursement Amount. The source of funds to pay for the Village's share of the Project, including the construction, operation and maintenance of alleys, is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Project. The source of District funds for the construction of the Project is the "MWRD Green Infrastructure Grant", the terms and obligations of which are set forth in the Agreement; and

WHEREAS, the President and Board of Trustees of the Village of Maywood have the authority to approve and enter into the attached Agreement (**Exhibit "A"**) and to approve the expenditure of its General Funds, or such other eligible, available public funds, to pay for the construction, operation and maintenance of the Project in accordance with the terms of the Agreement pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that entering into the Agreement is in the best interests of the Village.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MAYWOOD, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1: Each Whereas paragraph above is incorporated by reference into this Section 1 and made a part hereof as material and operative provisions of this Resolution.

SECTION 2: The President and Board of Trustees of the Village of Maywood authorize the approval and execution of an agreement with the Metropolitan Water Reclamation District of Greater Chicago ("District") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE VILLAGE OF MAYWOOD GREEN ALLEYS (COST SHARING FOR 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)" (the "Agreement"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees also agree to appropriate and authorize the expenditure of all funds necessary to pay the Village's share of the Project, including the construction, operation and maintenance of alleys, as required by the Agreement. The source of funds to pay for the Village's Project obligations is the Village General Funds or such other eligible, available public funds that the Village appropriates and allocates to the Project.

SECTION 3: The President and Board of Trustees authorize and direct the Village President and Clerk, or their designees, to execute the final version of the Agreement, which may contain non-substantive and non-financial modifications, provided that the modifications are approved by the Village Attorney, and to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Agreement. The President and Board of Trustees further authorize and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, transmit executed originals or certified copies of all documents, including the Agreement, to the District and all other parties and agencies that are entitled to receive such documents under the Agreement and as required and directed by any other governmental oversight regulatory agency, in order to comply with the terms of the Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption, approval and publication in the manner provided by law.

ADOPTED this 5th day of June, 2018 pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington
and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

APPROVED by me as Village President, and attested by the Village Clerk, on the 6th day of June, 2018.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

This Resolution was published by me in pamphlet form on the 6th day of June, 2018.

Viola Mims, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
FOR THE VILLAGE OF MAYWOOD GREEN ALLEYS**

(COST SHARING FOR 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)

(attached)

**2018 Intergovernmental Agreement with the
Metropolitan Water Reclamation District of Greater Chicago
For The Green Infrastructure Alley Improvements Project**

Key Provisions and Village Obligations Set Forth in the Agreement

NOTE: The Agreement imposes very specific compliance requirements, obligations and penalties on the Village as part of receiving and using the MWRD Green Infrastructure Grant for the Project. Failure to comply with the terms of the Agreement will subject the Village to the return of the District's Project funding. The Intergovernmental Agreement with the Metropolitan Water Reclamation District of Greater Chicago For 2018 Green Infrastructure Alley Improvements Project has the following attached Exhibits (some of which contain compliance obligations for the Village):

Exhibit 1:	Green Alley Project Site Map
Exhibit 2:	MWRDGC Purchasing Act
Exhibit 3:	Multi-Project Labor Agreement (Cook County with Certificate of Compliance and Joint Conference Board Standard Agreement)
Exhibit 4:	MWRDGC Affirmative Action Ordinance
Exhibit 5:	MBE/WBE/SBE Utilization Plan and MBE/WBE/SBE Subcontractor's Letter
Exhibit 6:	Affidavit - Affirmative Action Status Report
Exhibit 7:	Operations and Maintenance (O&M) with Plan Waiver Request form and Reimbursement form

Article 1. Incorporation of Recitals - No Comments.

Article 2. Scope of Work

Section 2: The Village, at its cost, shall prepare the Construction Documents (e.g., drawings, specifications, and details.

Section 7: The Village, at its cost, shall construct the Project in accordance with the final Construction Documents.

Section 8: The Village shall publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the Village.

- The Village shall comply with the applicable standards of the District's Purchasing Act, 70 ILCS 2605/11.1-11.24, and Multi-Project Labor Agreement (See, Exhibits 2 and 3 of the Agreement) when advertising and awarding the construction contracts.
- The Village shall require a "payment bond" and a "performance bond" for all Project-related construction contracts consistent with the applicable standards of **Exhibit 2** of the Agreement. The Village may impose more stringent requirements than those contained in **Exhibits 2 and 3** when awarding Project-related construction contracts, but in no event shall the Village requirements fall below the District's applicable general standards.
- The Village need not include the attached Exhibits 2 and 3 as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met. **[NOTE: Exhibits 2 and 3 and their obligations should be referenced in and attached to the bid documents.]**

Section 9: The Village shall comply with the District's Affirmative Action goals with respect to that portion of the cost of the Project for which the District has contributed funds.

- The determination as to whether the Village has complied with these Affirmative Action goals is solely in the District's discretion. If the Village's fails to fully comply with these Affirmative Action goals, as determined by the District, the District may withhold payments to the Village up to or equal to the dollar amount by which the Village failed to meet the Affirmative Action goal(s).

Section 11: The Village shall comply with the applicable portions of District's Affirmative Action Requirements and Affirmative Action Ordinance (See Exhibit 4 of the Agreement).

- Affirmative Action goals for the Project are: 20% of the total amount of reimbursement to be provided by the District for the Project for Minority-Owned Business Enterprises, 10% of the total amount of reimbursement to be provided by the District for the Project for Women-Owned Business Enterprises, and 10% of the total amount of reimbursement to be provided by the District for the Project for Small Business Enterprises. **[NOTE: Exhibit 4 and its obligations should be referenced in and attached to the bid documents.]**

Section 12: In order to evidence compliance with the District's Affirmative Action Requirements, the Village must submit the following items to the District's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan (See Exhibit 5 of the Agreement); and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

Section 13: Every 30 days from the start of construction until its completion, the Village must submit to the District's Diversity Administrator the following: (1) an Affirmative Action Status Report ("Status Report") attached to this Agreement as Exhibit 6; (2) full or partial lien waivers from the participating MBE/WBE/SBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay and/or denial.

Section 14: The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Section 15: The Village, at its cost, shall provide the final design of the Project, land acquisition and remediation, and construction oversight and administrative support for the Project.

Section 16: The Village shall submit an Operation and Maintenance Plan (hereinafter the "O&M Plan") for the District's review and approval. The O&M Plan shall be included as part of the Agreement as Exhibit 7.

Section 17: The District shall reimburse the Village for 70% of the total construction cost of the Project, but in no event shall that amount exceed Eight Hundred Forty-One Thousand One Hundred Ten and No/100 Dollars (\$841,110.00) (the "Maximum Reimbursement Amount"). All reimbursement provided by the District shall be used exclusively for the construction of the Project. The Village will be responsible for securing funding or contributing its own funds for all remaining costs necessary to construct the Project in accordance with the Construction Documents. For purposes of this Agreement, "construction" shall mean all work necessary to build the Project as depicted in the Construction Documents. The Village shall be solely responsible for change orders, overruns or any other increases in cost of the Project. The District shall disburse funds to the Village in accordance with the following schedule:

- 50% at 50% completion of construction;
- 50% at final completion and after final inspection by the District.

Section 21: The Village shall return all funds provided by the District if construction of the Project is not completed in accordance with the Construction Documents within two (2) years of the Village's initial award of a construction contract related to the Project, unless the District approves extension prior to the expiration of the two (2) year completion period; such approvals shall not be unreasonably withheld.

Article 3. Permits and Fees – No Comments.

Article 4. Property Interests

Section 1: Prior to construction, the Village shall acquire any temporary or permanent easements, license agreements, or fee simple title as may be necessary for construction, maintenance, and access to the Project. Any property interests acquired by the Village must be consistent with the District's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5. [NOTE: Are there any land acquisition issues for the Project?]

Section 2: Should acquisition of property interests via condemnation be necessary, the Village shall incur all associated costs, including purchase price and/or easement fee as well as any attorney fees.

Section 3: The Village shall record all easements, licenses or deeds acquired for the Project.

Section 4: The Village shall own all of the improvements constructed for the Project. Nothing in this Agreement shall be construed as creating an ownership or property interest for the District in any part of the Project.

Article 5. Maintenance

Section 1: The Village, at its cost, shall perpetually maintain the Project and any other associated appurtenances in accordance with the O&M Plan approved by the District.

Section 2: The Village shall conduct annual inspections to ensure adequate maintenance of the Project. The Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Project is operating as designed, functioning, and providing the intended public benefit. The annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The stamped annual inspection report shall be provided to the District within thirty (30) days of completion.

Section 3: The District shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the Village.

Section 4: In the event of failure of the Village to maintain the Project as described above to the satisfaction of the District, the District may issue a thirty (30) day written notice by certified or registered mail to the Village directing the Village to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) days after such notice, the District may cause such maintenance to be performed and the Village shall pay the District the entire cost the District incurred to perform the required maintenance.

Section 5: In the event of failure of the Village to maintain or operate the Project to provide the intended public benefit, the District may demand that some or all of the funding it provided under this Agreement be returned to the District.

Section 6: In performing its obligations under this Article, the Village shall comply with all access restrictions and notice requirements set forth in the easements, licenses or deeds recorded pursuant to Article 4 of this Agreement.

Article 6. Notification

Section 1: Bid Advertisement. The Village will provide the District with thirty (30) days' notice prior to Bid Advertisement for the Project.

Section 2: Construction. The Village shall provide the District with a construction schedule and provide the District a minimum of seventy-two (72) hours' notice before the following Project milestones:

- Start of work
- Substantial completion
- Completion of work

Article 7. Signage

Wherever green infrastructure is present and visible to the community, signs shall permanently be displayed setting forth the following information “This project is a joint effort between the Village of Maywood and the Metropolitan Water Reclamation District of Greater Chicago, designed to promote the use of green infrastructure as an effective means of stormwater management.” The signs shall be maintained by the Village, and shall include educational information about the benefits of green infrastructure. The District will provide examples of signage used for similar projects.

Article 8. Termination by the Village - No Comments

Article 9. Termination by the District - No Comments

Article 10. Effective Date - No Comments

Article 11. Duration. Subject to termination by the parties, the Agreement remains in full force and effect for perpetuity.

Article 12. Non-Assignment - No Comments

Article 13. Waiver of Personal Liability - No Comments

Article 14. Indemnification - No Comments

Article 15. Representations of the Village - No Comments

Article 16. Representations of the District - No Comments

Article 17. Disclaimers - No Comments

Article 18. Waivers - No Comments

Article 19. Severability - No Comments

Article 20. Necessary Documents

Upon the completion of the Project, the Village shall provide the District with a full sized copy of “As-Built” drawings for the Project. The drawings shall be affixed with the “As-Built” printed mark and must be signed by both the Village resident engineer and the contractor.

Article 21. Deemed Inclusion - No Comments

Article 22. Entire Agreement - No Comments

Article 23. Amendments - No Comments

Article 24. References to Documents - No Comments

Article 25. Judicial and Administrative Remedies - No Comments

Article 26. Notices - No Comments

Article 27. Representatives - No Comments

Article 28. Interpretation and Execution - No Comments

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, Viola Mims, Clerk of the Village of Maywood, in the County of Cook and State of Illinois, certify that the attached document is a true and correct copy of that certain Resolution now on file in my Office, entitled:

**R-2018-26
A RESOLUTION APPROVING AN
INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO
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(COST SHARING FOR 2018 GREEN INFRASTRUCTURE ALLEY IMPROVEMENTS PROJECT)

which Resolution was passed by the Board of Trustees of the Village of Maywood at a Regular Village Board Meeting on the 5th day of June, 2018, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 5th day of June, 2018.

I further certify that the vote on the question of the passage of said Resolution by the Board of Trustees of the Village of Maywood was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Maywood, and that the result of said vote was as follows, to-wit:

AYES: Mayor Perkins, Trustee(s) H. Yarbrough, I. Brandon, A. Sanchez, K. Wellington and M. Lightford

NAYS: None

ABSENT: Trustee R. Rivers

I do further certify that the original Resolution, of which the foregoing is a true copy, is entrusted to my care for safekeeping, and that I am the lawful keeper of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Village of Maywood, this 6th day of June, 2018.

Viola Mims, Village Clerk

[SEAL]