

**RESOLUTION NO. R-2021-52**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND  
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF  
VAN BUREN AND 5<sup>TH</sup> AREA STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS  
(Cost Sharing For 2021 I-290 Corridor Storm Relief 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 Metropolitan Water Reclamation District of Greater Chicago (the "MWRDGC") desires to provide financial assistance to the Village for the completion of the design, construction, operation and maintenance of the proposed stormwater infrastructure improvements known as the "Van Buren and 5th Area Storm Relief Project" (the "Project") because of the public benefits of the stormwater management and flood reduction in this area, which will benefit the MWRDGC's waterworks systems. The Project will be constructed in phases and now involves funding from Cook County as well as the MWRDGC; and

**WHEREAS**, the estimated cost to complete the Project is \$7,500,000.00. Cook County will contribute \$3,500,000.00 in Project construction costs under a separate intergovernmental agreement, which will be presented at a later date this fall, and MWRDGC will contribute up to \$4,000,000.00 towards the construction costs of the Project. There are no matching fund obligations for the Village regarding this Project. Under the Agreement (as defined below), the cost sharing allocation for the construction costs of the Project is a 54.35% (MWRDGC) / 45.65% (Village) split. The MWRDGC agrees to reimburse the Village for up to fifty-four and 35/100(54.35%) of the total construction cost of the Project; and

**WHEREAS**, the President and Board of Trustees of the Village of Maywood and the Board of Commissioners of the MWRDGC desire to approve and enter into an agreement entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief Project)" (the "Agreement"), a copy of which is attached hereto as Exhibit "A" and made a part hereof; 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 find 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 ("MWRDGC") entitled "INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF MAYWOOD AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF THE I-290 CORRIDOR STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS (Cost Sharing For 2021 I-290 Corridor Storm Relief 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 proposed stormwater infrastructure improvements, 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 MWRDGC and to 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 and approval in the manner provided by law.

**ADOPTED** this 14<sup>th</sup> day of December, 2021 pursuant to a roll call vote as follows:

**AYES:** Mayor Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M.

Lightford, A. Peppers and I. Brandon

**NAYS:** None

**ABSENT:** None

**APPROVED** by me as Village President, and attested by the Village Clerk, on the 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Nathaniel George Booker, Village President

**ATTEST:**

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND  
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF  
VAN BUREN AND 5<sup>TH</sup> AREA STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS  
(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

(attached)

**2021 INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND  
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE  
OF THE VAN BUREN AND 5TH AREA STORM RELIEF PROJECT IN MAYWOOD, ILLINOIS**

**Summary of Key Provisions and Village Obligations Set Forth in the 2021 Intergovernmental Agreement:**

NOTE: The Agreement imposes very specific compliance requirements, obligations and penalties on the Village as part of receiving and using the MWRD funds 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 Agreement has eight (8) attached Exhibits **(some of which contain compliance obligations for the Village):**

Exhibit 1:	Project Vicinity Map and Project Conceptual Drawing
Exhibit 2:	MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24
Exhibit 3:	MWRDGC's Multi-Project Labor Agreement (Cook County) with Certificate of Compliance (effective date of October 6, 2017) ("MPLA")
Exhibit 4:	Affirmative Action Ordinance, Revised Appendix D
Exhibit 5:	Veteran's Business Enterprise Contracting Policy, Appendix V
Exhibit 6:	M/W/SBE Utilization Plan
Exhibit 7:	VBE Commitment Form
Exhibit 8:	Affirmative Action Status Report
Exhibit 9:	Operation and Maintenance Plan, Inspection Log
Exhibit 10:	Project site property interest documents or Affidavit

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 4: The Village will provide MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for MWRDGC's approval as to the Public Benefit.

Section 5: Upon execution of this Agreement and until commencement of Project construction, the Village will provide monthly updates to MWRDGC on (1) the status and progress of Project design; and (2) the schedule for Bid Advertisement and Award for the Project.

Section 7: Upon award of any Project-related construction contracts, the Village will provide monthly updates to MWRDGC as to (1) construction progress; and (2) anticipated timeframes for submission of reimbursement requests, with the final request being submitted no later than sixty (60) calendar days upon final completion of the construction project.

Section 8: After construction, the Village will provide MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.

Section 11: To the extent practicable, the Village, its agents, contractors, or employees will use MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, MWRDGC will provide biosolids free of charge. The Village may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.

Sections 12 and 13: 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 Exhibit 2 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 **Exhibit2** as part of its bid documents. However, the Village is responsible for ensuring that these applicable minimum requirements are met. **[NOTE: Exhibit 2 and their obligations should be referenced in and attached to the bid documents.]**

Sections 14 and 17: 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 15: 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 16: The Village should meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement to be provided by MWRDGC for the Project should be applied to work performed by Veteran-owned Small Business Enterprises ("VBE").

Section 18: The Village must comply with the applicable portions of MWRDGC's Veteran's Business Enterprise ("VBE") Contracting Policy Requirements (attached to this Agreement as Exhibit 5).

Section 19: 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 6 of the Agreement**); and (2) a letter from a certifying agency that verifies the vendors' MBE/WBE/SBE/VBE status. Failure to timely submit a Utilization Plan or certifying letter may result in a payment delay and/or denial.

Section 20: Together with each and every Reimbursement Request, the Village must submit to MWRDGC the following: (1) a MBE/WBE/SBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/SBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/SBE/VBE 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 21: The Village shall comply with the Prevailing Wage Act, 820 ILCS 130/0.01 et seq.

Section 22: 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 23: 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 9.

Sections 24 and 25: The District shall reimburse the Village for one hundred and 00/100 percent (100.0%) of the total construction cost of the Project, but in no event will that amount exceed \$4,000,000.00.) (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:

- a. Fifteen percent (15%) at receipt of Reimbursement Request for fifteen percent (15%) completion of construction;
- b. Fifteen percent (15%) at receipt of Reimbursement Request for thirty percent (30%) completion of construction;
- c. Fifteen percent (15%) at receipt of Reimbursement Request for forty-five percent (45%) completion of construction;
- d. Fifteen percent (15%) at receipt of Reimbursement Request for sixty percent (60%) completion of construction;
- e. Fifteen percent (15%) at receipt of Reimbursement Request for seventy-five percent (75%) completion of construction;
- f. Fifteen percent (15%) at receipt of Reimbursement Request for ninety percent (90%) completion of construction; and

- g. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover fifty-four and 35/100 percent (54.35%) of the Project cost will be paid upon receipt of invoices for final completion and after final inspection by MWRDGC.

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 7; (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.

Article 3. Permits and Fees – No Comments.

Article 4. Property Interests

Section 2: 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 3: 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 4: The Village shall record all easements, licenses or deeds acquired for the Project.

Section 5: 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 sole cost and expense, will perpetually maintain the separate storm sewers 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.

Article 7. Termination by the Village - No Comments

Article 8. Termination by the District - No Comments

Article 9. Effective Date - No Comments

Article 10. Duration. Subject to termination by the parties, the Agreement remains in full force and effect for perpetuity.

Article 11. Non-Assignment - No Comments

Article 12. Waiver of Personal Liability - No Comments

Article 13. Indemnification - No Comments

Article 14. Representations of the Village - No Comments

Article 15. Representations of the District - No Comments

Article 16. Disclaimers - No Comments

Article 17. Waivers - No Comments

Article 18. Severability - No Comments

Article 19. 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 20. Compliance With Applicable Laws and Deemed Inclusion of the Same - No Comments

Article 21. Entire Agreement - No Comments

Article 22. Amendments - No Comments

Article 23. References to Documents - No Comments

Article 24. Judicial and Administrative Remedies - No Comments

Article 25. Notices - No Comments

Article 26. Representatives - No Comments

Article 27. Interpretation and Execution - No Comments

Article 28. Exhibits and Attachments - No Comments

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF COOK     )

**CLERK'S CERTIFICATE**

I, Gwaine Dianne Williams, 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:

**RESOLUTION NO. R-2021-52**

**A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT  
BY AND BETWEEN THE VILLAGE OF MAYWOOD AND  
THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO  
FOR THE DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF  
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(Cost Sharing For 2021 I-290 Corridor Storm Relief Project)**

which Resolution was passed by a roll call vote of the Board of Trustees of the Village of Maywood at a Special Village Board Meeting on the 14<sup>th</sup> day of December, 2021, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 14<sup>th</sup> day of December, 2021.

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 Booker, Trustee(s) A. Sanchez, S. Reyes-Plummer, M. Jones, M. Lightford, A. Peppers and I. Brandon

NAYS: None

ABSENT: None

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 15<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Gwaine Dianne Williams, Village Clerk

[SEAL]