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**THE CITY OF BLUE ISLAND  
COOK COUNTY, ILLINOIS**

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**RESOLUTION  
NUMBER 2023-016**

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**A RESOLUTION OF THE CITY OF BLUE ISLAND,  
COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE  
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE  
CITY AND MWRD FOR THE GREEN ALLEY PROJECT IN  
BLUE ISLAND, ILLINOIS**

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**FRED BILOTTO, Mayor  
RAEANN CANTELO-ZYLMAN, City Clerk  
JAIRO FRAUSTO, City Treasurer**

**DEXTER JOHNSON  
LUIZ MONTOYA  
NANCY RITA  
BILL FAHRENWALD  
GABRIEL McGEE  
CANDACE CARR  
JOSH ROLL**

**Alderman**

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**RESOLUTION NUMBER 2023-016**

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COOK COUNTY, ILLINOIS, TO AUTHORIZE AND APPROVE AN  
INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND MWRD FOR  
THE GREEN ALLEY PROJECT IN BLUE ISLAND, ILLINOIS**

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

**WHEREAS**, the City and the Metropolitan Water Reclamation District of Greater Chicago (“*MWRDGC*”) desire to execute an intergovernmental agreement for cost sharing related to the Green Alley Project in the City of Blue Island, a copy of which is attached hereto and made a part hereof, as Exhibit A (the *Agreement*”); and

**WHEREAS**, the Mayor and Aldermen of the City deem it advisable and in the best interest of the health, safety and welfare of the residents of the City to enter into the Agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and the Aldermen of the City of Blue Island, Cook County, Illinois as follows:

**Section 1.** That the above recitals and legislative findings are found to be true and correct and are hereby incorporated herein and made a part hereof, as if fully set forth in their entirety.

**Section 2.** The Intergovernmental Agreement between the City and the MWRDGC, which is attached hereto and made a part hereof as Exhibit A, is hereby approved in substantially the same form presented to the Mayor and Aldermen with such necessary non-material changes as

may be authorized by the Mayor and City Attorney to execute the Agreement, the execution of which constitutes the approval by the City of any and all changes or revisions therein contained.

**Section 4.** The officials and officers of the City are hereby authorized to undertake actions on the part of the City as contained in the Agreement to complete satisfaction of the provisions, terms or conditions stated therein.

**Section 5.** If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any other provision of this Resolution.

**Section 6.** All ordinances, resolutions, motions or orders in conflict with this Resolution are hereby repealed to the extent of such conflict.

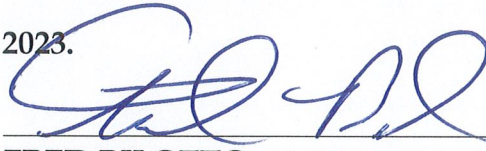
**Section 7.** This Resolution shall be in full force and effect immediately upon its passage, approval, and publication as required by law.

*(Left intentionally blank)*

ADOPTED this 13<sup>RD</sup> day of JUNE, 2023, pursuant to roll call as follows:

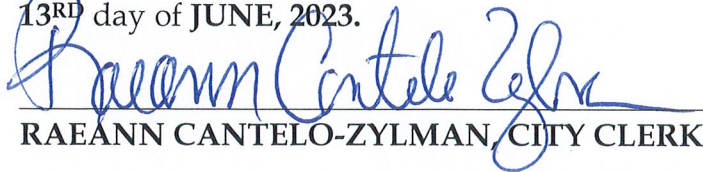
	YES	NO	ABSENT	PRESENT	ABSTAIN
Alderman JOHNSON	X				
Alderman FAHRENWALD	X				
Alderman RITA			X		
Alderman MONTOYA	X				
Alderman MCGEE	X				
Alderman CARR	X				
Alderman ROLL	X				
Mayor BILOTTO					
	6		1		

APPROVED by the Mayor on JUNE 13, 2023.



FRED BILOTTO  
MAYOR OF THE CITY OF BLUE ISLAND,  
COUNTY OF COOK AND STATE OF ILLINOIS

ATTESTED and Filed in my office this  
13<sup>RD</sup> day of JUNE, 2023.



RAEANN CANTELO-ZYLMAN, CITY CLERK

STATE OF ILLINOIS        )  
  )  
COUNTY OF COOK        )        ss.

**CERTIFICATION**

**I, RAEANN CANTELO-ZYLMAN, DO HEREBY CERTIFY THAT** I am the duly elected City Clerk of the City of Blue Island, Illinois, as such City Clerk, I am the keeper of the minutes and records of the Proceedings of the City Council of the said City and have in my custody the RESOLUTIONS and BOOKS of the records of said City.

**I DO FURTHER CERTIFY** that the attached and foregoing is a true and correct copy of the certain **RESOLUTION: A RESOLUTION OF THE CITY OF BLUE ISLAND, COOK COUNTY, ILLINOIS, TO AUTHORIZE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY AND MWRD FOR THE GREEN ALLEY PROJECT IN BLUE ISLAND, ILLINOIS.**

**RESOLUTION NO. 2023-016** which was adopted at a regular meeting of the City Council of the City of Blue Island, Illinois held on the **13<sup>TH</sup> of June, 2023**; that at said meeting **6** Alderman were present; that at said meeting, on motion duly made and seconded that the Resolution did pass and on the roll being called the vote of each Aldermen present on the question of the passage of said Resolution was duly and separately taken by Ayes and Nays and their names and votes recorded in the minutes of **6** Alderman voted Aye and **0** Alderman voted Nay and **0** Alderman voted Abstain and **1** Alderman Absent.

**I DO FURTHER CERTIFY** that the original Resolution which the foregoing is a true copy, is entrusted to my care for safe keeping, and that I am the lawful keeper of the same.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the Corporate Seal of the City of Blue Island aforesaid, at the said City in the County and State aforesaid, this **13<sup>th</sup>** day of **June, 2023**.

CORPORATE SEAL

  
City Clerk

Exhibit A

*Intergovernmental Agreement*

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF BLUE ISLAND AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR THE DESIGN, CONSTRUCTION, OPERATION, AND MAINTENANCE OF THE GREEN ALLEY PROJECT IN BLUE ISLAND, ILLINOIS**

**THIS INTERGOVERNMENTAL AGREEMENT** (“Agreement”) is entered into by and between the Metropolitan Water Reclamation District of Greater Chicago (“MWRDGC”), a unit of local government and corporate and body politic organized and existing under the laws of the State of Illinois, and the City of Blue Island (“City”), a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 7 of the 1970 Constitution of the State of Illinois. Together, the MWRDGC and the City may be referred to as the “Parties” and each individually as a “Party.”

**WITNESSETH:**

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

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

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

**WHEREAS**, one component of the MWRDGC’s stormwater management program includes green infrastructure, which is defined as the range of stormwater control measures that use plant/soil systems, permeable pavement, stormwater harvest and reuse, or native landscaping to store, infiltrate, and/or evapotranspire stormwater and reduce flows to sewer systems or to surface waters as set forth at 33 U.S.C. § 1362 (27); and

**WHEREAS**, the MWRDGC is committed to implementing a Green Infrastructure Program Plan in conformance with Appendix E, Section II (C) of the consent decree entered into in United States, et al., v. Metropolitan Water Reclamation District of Greater Chicago, Case No.

1:11-cv-08859 (N.D. Ill. 2014), and the MWRDGC's formal commitment in this Agreement is intended to satisfy that obligation; and

**WHEREAS**, the City is located within the boundaries of Cook County, Illinois; and

**WHEREAS**, pursuant to Chapter 65 of the Illinois Municipal Code, the City is empowered to lay out, establish, construct, and maintain drains, storm sewers, detention basins, retention basins and other "green infrastructure" facilities within its corporate limits. 65 ILCS 5/11-110-1; and

**WHEREAS**, the City proposes constructing three (3) permeable alleys using permeable pavers in the following locations in Blue Island, Illinois, for the public benefit of reducing flooding and providing green infrastructure in the general area ("Public Benefit"): three (3) successive alleys bounded by 121st Street to the north, Maple Avenue to the east, 122nd Place to the south, and Highland Avenue to the west; and

**WHEREAS**, the proposed green infrastructure installations at the above-cited location(s) will further the MWRDGC's goal of informing the public of the value of green infrastructure and will provide the total design retention capacity set forth in Article 2 of this Agreement, which is in addition to any retention capacity that the City must comply with under local, regional, state, or other regulations for stormwater management; and

**WHEREAS**, the City intends to design, construct, operate, maintain, and own the proposed green infrastructure installations; and

**WHEREAS**, the City's plans to construct the proposed green infrastructure installations may be accomplished more effectively, economically, and comprehensively with the City and the MWRDGC cooperating and using their joint efforts and resources; and

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

**WHEREAS**, on December 15, 2022, the MWRDGC's Board of Commissioners authorized the execution of an intergovernmental agreement with the City; and



**WHEREAS**, on June 13, 2023 the Aldermen and Mayor of the City authorized the execution of an intergovernmental agreement with the MWRDGC; and

**NOW THEREFORE**, in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the MWRDGC and the City agree as follows:

**Article 1. Incorporation of Recitals**

The above recitals are incorporated by reference and made a part of this Agreement.

**Article 2. Scope of Work**

1. The work contemplated by this Agreement will include design, construction, operation, and maintenance of permeable alleys (“Project”). These improvements are categorized by the MWRDGC as “green infrastructure.”
2. The City, at its sole cost and expense, will prepare construction drawings, specifications, and details (“Construction Documents”) for the Project.
3. The Project will be constructed to maximize the design retention capacity. The green infrastructure components of the Project will be designed to capture a minimum of sixty-eight thousand (68,000) gallons of stormwater in any given rain event.
4. The Project will realize the Public Benefit of helping to alleviate flooding by, among other things, routing runoff from impervious tributary areas to the green infrastructure installation so as to reduce flooding and ponding located within and around the Project area, as shown in Exhibit 1.
5. The City will provide the MWRDGC with a copy of thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents for the MWRDGC’s approval as to the Public Benefit.
6. Upon execution of this Agreement and until commencement of Project construction, the City will provide monthly updates to the MWRDGC on (1) the status and progress of Project design and (2) the schedule for Bid Advertisement and Award for the Project.
7. The MWRDGC will review and provide written comments to the City as to the Public Benefit within thirty (30) calendar days of receipt of the thirty percent (30%), sixty percent (60%), and ninety-eight percent (98%) complete Construction Documents. The City will incorporate the MWRDGC’s review comments into the Construction Documents. At the ninety-eight percent

- (98%) completion stage, the City shall include a detailed opinion regarding probable cost of construction and shall include a breakdown of design, construction, construction engineering, and any other Project-related costs incurred or that the City expects to incur.
8. Upon award of any Project-related construction contracts, the City will provide monthly updates to the 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 Project construction. Also, upon award, the City will also provide the following to the MWRDGC: (1) a copy of its bid advertisement, including all newspaper, on-line, or any other media utilized by the City; (2) a summary or tabulation of bids received; and (3) a copy of the City's approval, resolution, or equivalent awarding the contract.
  9. After construction, the City will provide the MWRDGC with a copy of as-built drawings and related Project documentation, including any addenda, change orders, stormwater-related shop drawings, and field changes.
  10. The MWRDGC retains the discretion to adjust the amount of its reimbursement commitment if, based upon the MWRDGC's review of the final Construction Documents—including any addenda, change orders, shop drawings, or field changes—it determines that the Project will not provide sufficient design retention capacity and the intended Public Benefit.
  11. Although the MWRDGC will reimburse the City for a portion of the Project, the City bears sole responsibility for the overall cost, expense, and payment for the Project, which the City will construct in accordance with the final Construction Documents.
  12. To the extent practicable, the City, its agents, contractors, or employees may elect to use the MWRDGC's biosolids in any amendments performed to the soil of the Project area, including but not limited to landscaping. Subject to availability, the MWRDGC will provide biosolids free of charge. The City may be required to arrange and pay for the transportation necessary to deliver the biosolids to the Project area.
  13. The City will publicly advertise the Project and publicly award all Project-related construction contracts to the lowest responsible bidder as determined by the City. The City will consider and act in general accord with the applicable standards of the MWRDGC's Purchasing Act, 70 ILCS 2605/11.1-11.24 (attached to this Agreement as Exhibit 2), when advertising and awarding the construction contracts. The City will also require a payment bond and

performance bond for all Project-related construction contracts in general accord with the applicable standards of Exhibit 2. The City may impose more stringent requirements than those contained in Exhibit 2 when awarding Project-related construction contracts, but in no event will the City's requirements fall below the MWRDGC's applicable general standards. Although the City need not include Exhibit 2 as part of its bid documents, the City is responsible for ensuring that these applicable minimum requirements are met.

14. The City agrees that the Project is a "Covered Project" as defined in the MWRDGC's Multi-Project Labor Agreement for Cook County ("MPLA") (attached to this Agreement as Exhibit 3). As such, the City agrees to be obligated as the MWRDGC would be in the MPLA and will ensure that the standards and requirements for "Covered Projects" will be met for the Project, as applicable. The City may impose more stringent requirements than those contained in the MPLA when awarding Project-related construction contracts, but in no event will the City's requirements fall below the standards for "Covered Projects" detailed in it. Although Exhibit 3 need not be included as part of the Project's bid documents, the City is responsible for ensuring that its applicable minimum requirements are met.
15. The City must comply with the applicable portions of the MWRDGC's Affirmative Action Ordinance and Diversity Policies. Revised Appendix D governs Affirmative Action goal requirements for subcontracting with Minority and Women Owned Business Enterprises (attached to this Agreement as Exhibit 4). Appendix V governs the diversity policy requirements for subcontracting with Veteran-owned Business Enterprises (attached to this Agreement as Exhibit 5.) Collectively these goals are referred to as "participation goals."
16. The City **must** meet the following participation goals applicable to the Project before construction is completed: twenty percent (20%) of the total amount of reimbursement provided by the MWRDGC for the Project must be applied to work performed by Minority-owned Business Enterprises ("MBE") and/or Women-owned Business Enterprises ("WBE").
17. The City **should** meet the following participation goal applicable to the Project before construction is completed: three percent (3%) of the total amount of reimbursement provided by the MWRDGC for the Project should be applied to work performed by Veteran-owned Business Enterprises ("VBE").
18. The determination as to whether the City has complied with the requirements of this Agreement by attaining the MWRDGC's participation goals is solely in the MWRDGC's

discretion. If the City fails to attain each goal as determined by the MWRDGC, the MWRDGC may withhold payments to the City up to or equal to the dollar amount by which the City failed to attain the participation goal(s).

19. The City will provide the MWRDGC access to inspect, with reasonable notice, any records or documentation related to the City's compliance with the MWRDGC's participation goals and requirements.
20. To evidence compliance with the MWRDGC's participation goals, the City must submit the following items to the MWRDGC's Diversity Administrator prior to the start of construction: (1) a completed Utilization Plan for MBE/WBE participation, attached to this Agreement as Exhibit 6 and a completed VBE Commitment Form, attached to this Agreement as Exhibit 7 and (2) a current letter from a certifying agency that verifies as appropriate the MBE/WBE/VBE status of each vendor listed as a subcontractor on the MBE/WBE Utilization Plan and VBE Commitment Form. A certification letter will be deemed current so long as its expiration date is after the date of the Utilization Plan or Commitment Form. Failure to timely submit a Utilization Plan, Commitment Form, or certifying letter may result in a payment delay or denial.
21. Together with each and every reimbursement request, the City must submit to the MWRDGC the following: (1) a MBE/WBE and VBE Status Report ("Status Report"), attached to this Agreement as Exhibit 8; (2) full or partial lien waivers from the participating MBE/WBE/VBE vendors, as applicable; and (3) proof of payment to the participating MBE/WBE/VBE vendors (e.g., canceled checks), as applicable. Failure to submit a Status Report and any supporting documentation may result in a payment delay or denial.
22. The City will comply with the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* Current prevailing wage rates for Cook County are determined by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website. It is the responsibility of the City to obtain and comply with any revisions to the rates should they change during the construction phase of this Agreement.
23. The City, at its sole cost and expense, will provide (1) the final design of the Project; (2) land acquisition and remediation, if any; and (3) construction oversight and administrative support for the Project.

24. The City will submit an Operation and Maintenance Plan (“O&M Plan”) for the MWRDGC’s review and approval. The O&M Plan will be included as part of the Agreement as Exhibit 9. At its sole cost and expense, the City will operate and maintain the Project in accordance with the O&M Plan.
25. The MWRDGC will reimburse the City for seventy-three and 70/100 percent (73.7%) of the total construction cost of the Project, but in no event will that amount exceed Eight Hundred Thousand and 00/100 Dollars (\$800,000.00) (“Maximum Reimbursement Amount”). For purposes of this Agreement, “construction” will mean all work necessary to build the Project as depicted in the Construction Documents. The City will be responsible for securing funding or contributing its own funds for all costs necessary to construct the Project in accordance with the Construction Documents. The City will be solely responsible for change orders, overruns, or any other increases in the cost of the Project. All funding provided by the MWRDGC will be exclusively to reimburse the City for construction of the Project.
26. The MWRDGC will disburse funds to the City in accordance with the following schedule:
  - a. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for twenty-five percent (25%) completion of construction;
  - b. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for fifty percent (50%) completion of construction;
  - c. Twenty-five percent (25%) of the Maximum Reimbursement Amount at receipt of reimbursement request for seventy-five percent (75%) completion of construction; and
  - d. Subject to the Maximum Reimbursement Amount, the remaining amount necessary to cover the MWRDGC’s share of the total construction cost as detailed in Article 2.25 will be paid upon receipt of invoices for final completion and after final inspection by the MWRDGC.

The City must submit invoices for the representative percentage of construction within thirty (30) calendar days of meeting its respective completion percentage, through seventy-five percent (75%) completion, and within sixty (60) calendar days of final completion for the final reimbursement cost. However, all invoices must be received no later than December 31, 2023. The MWRDGC will only pay invoices submitted in strict accordance with the foregoing schedule. The MWRDGC may opt not to pay any late reimbursement requests or invoices.

27. The MWRDGC's Maximum Reimbursement Amount under this Agreement is based on the funding amount that the MWRDGC's Board of Commissioners approved and appropriated for the calendar year in which the Agreement is executed. Any additional funding from the MWRDGC beyond that which was approved and appropriated for the initial calendar year is subject to the approval of the MWRDGC's Board of Commissioners.
28. The City is responsible for all other Project costs including engineering, property acquisition, remediation, other design-related costs, construction inspection, and the remainder of the construction cost that is not reimbursed by the MWRDGC.
29. As a condition for reimbursement, the City must submit copies of construction invoices to the MWRDGC for review along with the respective reimbursement requests.

### **Article 3. Permits and Fees**

1. Federal, State, and County Requirements. The City will obtain all federal, state, county, and local permits required by law for the construction of the Project and will assume any costs in procuring said permits. Additionally, the City will obtain all consents and approvals required by federal, state, and county regulations for the construction of the Project and will assume any costs incurred in procuring all such consents and approvals.
2. Operation and Maintenance. The City will obtain any and all permits necessary for the performance of any operations or maintenance work associated with the improvements to be constructed by the City in connection with the Project, and in accordance with Article 5 of this Agreement.

### **Article 4. Property Interests**

1. If the Project site is located entirely within a right of way, perpetual easement, or on other property represented to be owned solely by and within the City, prior to execution of this Agreement, the City must have an enforceable property interest in the Project site and provide proof of that interest to the MWRDGC. If the Project site is situated entirely in a right of way, perpetual easement, or on other property owned solely by and within the City, and no proof of dedication, perpetual easement, or ownership is available, the City may request and submit the form affidavit from the MWRDGC, which must be executed by an authorized officer of the City. Acceptance of the affidavit is at the MWRDGC's discretion. Exhibit 10 appended to this

Agreement contains the executed affidavit or, in the alternative, all relevant documentary evidence of dedication, perpetual easement, or ownership.

2. For all surrounding property impacting or being impacted by the Project, prior to starting construction of the Project, the City will acquire any temporary or permanent easements, license agreements, or fee simple title necessary for access to the Project site, as well as construction and maintenance of the Project. Any property interests acquired by the City must be consistent with the MWRDGC's right to access the Project to conduct an inspection or perform maintenance as set out in Article 5 of this Agreement.
3. Should acquisition of property interests via condemnation be necessary, the City will incur all associated costs, including purchase price and easement fees, as well as any attorney's fees. When necessary, the City will be required to provide relocation assistance consistent with the obligations of all applicable state and federal law.
4. If it is determined during the design and/or construction phases of the Project, as performed by the City, that hazardous substances are located in, on, or under the Project site, the City must notify the MWRDGC in writing within fourteen (14) calendar days of this information becoming available. Following notification, the City and the MWRDGC will meet to determine if it is appropriate for the Project to proceed. If the MWRDGC decides to proceed with the Project, the City shall be responsible for all Project site remediation which must be performed consistent with all applicable state and federal law. If the City is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC.
5. The City will record all easements, licenses, or deeds acquired for the Project.
6. The City will own all the improvements constructed for the Project. Nothing in this Agreement creates an ownership or property interest for the MWRDGC in any part of the Project.
7. The City may not lease, sell, or transfer the Project site or property owned by the City that is necessary for construction, maintenance, and access to the Project site, in whole or part, to a third-party during the term of the IGA without the MWRDGC's prior written approval. The City must provide the MWRDGC with at least sixty (60) calendar days' written notice of the date on which it intends to execute a lease, sell, or transfer the property. Failure to comply with this Subsection of the Agreement during the construction phase of the Project may result in termination by the MWRDGC pursuant to Article 8 of this Agreement and may require the

City to return all or a portion of the funds received from the MWRDGC, at the MWRDGC's discretion. Alternatively, failure to comply with this Subsection during the maintenance phase of the Project may result in the MWRDGC seeking full or partial repayment of funds provided to the City from the MWRDGC for the Project, subject to the MWRDGC's discretion.

**Article 5. Maintenance**

1. The City, at its sole cost and expense, will maintain the Project in accordance with the MWRDGC-approved O&M Plan for at least twenty-five (25) years and must ensure that the Project perpetually provides the intended Public Benefit or that the City replaces the Project after twenty-five (25) years with improvements that provide equal or greater stormwater benefit to the public.
2. The City must conduct annual inspections to ensure adequate maintenance of the Project in accordance with the O&M Plan approved by the MWRDGC. The City will 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 must either be stamped by a Professional Engineer licensed by the State of Illinois or signed by the head of the department responsible for maintenance duties. The stamped or signed annual inspection report will be provided to the MWRDGC within thirty (30) calendar days of completion.
3. The MWRDGC will have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Project upon reasonable notice to the City.
4. In the event of failure of the City to maintain the Project as described above to the satisfaction of the MWRDGC, the MWRDGC may issue a written notice by certified, registered, or electronic mail to the City directing the City to perform such maintenance. If maintenance has not been accomplished on or before thirty (30) calendar days after such notice, the MWRDGC may cause such maintenance to be performed and the City will pay the MWRDGC the entire cost that the MWRDGC incurred to perform the required maintenance.
5. In addition to Subsection 4 above, if the MWRDGC determines that the City has failed to maintain the Project's improvements to provide the intended Public Benefit, the MWRDGC may require the City to repay some or all of the funding that the MWRDGC provided under this Agreement. The amount of repayment is at the sole discretion of the MWRDGC. However,



this paragraph shall not apply if, after twenty-five (25) years, the City replaces the Project with improvements that are deemed by the MWRDGC to have equal or greater Public Benefit.

6. In performing its obligations under this Article, the City will 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**

1. Bid Advertisement. The City will provide the MWRDGC with thirty (30) calendar days' notice prior to Bid Advertisement for the Project.
2. Construction. The City will provide the MWRDGC with a construction schedule and a minimum of seventy-two (72) hours' notice before the following project milestones:
  - Start of work
  - Substantial completion
  - Completion of work

#### **Article 7. Notification to Residents (Public Outreach)**

1. The City will permanently display signs at location(s) in the vicinity of the Project that are present and visible to the community setting forth the following information: "This project is a joint effort between the City of Blue Island 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 will be maintained by the City and will include educational information about the benefits of green infrastructure. The MWRDGC will provide examples of signage used for similar projects upon request.
2. The City will maintain on its website a hyperlink leading to the URL for the MWRDGC's website (<http://www.mwrdd.org>).
3. The City will advertise on its website—or, alternatively, in newsletters, bills, payment receipts, fliers, social media posts, or other mediums, electronic or otherwise—any upcoming MWRDGC-affiliated community events that are scheduled to occur within the City's geographic boundaries or jurisdiction at least two (2) weeks in advance of their scheduled occurrence or within two (2) weeks after notice of their scheduled occurrence is transmitted to the City's representative designated pursuant to Subsection 6 of this Article.

4. The City shall notify the MWRDGC of its intent to hold any ceremonies and public outreach or educational events related to the Project (e.g. groundbreaking, ribbon cuttings, open houses, community fairs, etc.) at least two (2) weeks prior to the planned event date. Upon request, the MWRDGC may co-host and/or provide any materials or equipment to be utilized at any Project-related events.
5. On the last business day of every month, the City will submit to the MWRDGC a report detailing the following:
  - Any MWRDGC-affiliated community events advertised in the preceding thirty (30) calendar days pursuant to the preceding Subsection (if none, then the report will so state); and
  - The timeframe during which those advertisements were transmitted; and
  - The mediums utilized to transmit those advertisements.
6. Immediately upon execution of this Agreement, the following individuals will represent the Parties as a primary contact in all matters under this Article—including, but not limited to, notices or advertisements of upcoming MWRDGC-affiliated events—and, in addition to the individuals named in Article 26 of this Agreement, will be entitled to receipt of notice in all matters under this Article.

For the MWRDGC: Public & Intergovernmental Affairs Officer Metropolitan Water Reclamation District of Greater Chicago 100 East Erie Street Chicago, Illinois 60611 Phone: (312) 751-6626 Email: publicaffairsinfo@mwrld.org	For the City: City Administrator  City of Blue Island  13501 Greenwood Avenue Blue Island, Illinois 60406 Phone: (708) 597-8603 Email: twogan@cityofblueisland.org
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Each Party agrees to promptly notify the other Party of any change in its designated representative under this Article, which notice will include the name, address, telephone number, and electronic mail address of the representative for such Party for the purpose of providing notice.

7. The rights, duties, and obligations of this Article - with the exception of those set forth in Subsection 1 - will automatically terminate upon the MWRDGC's final reimbursement payment to the City under the provisions of this Agreement.

## **Article 8. Termination**

1. Prior to commencement of construction of the Project, the City may, at its option, and upon giving notice to the MWRDGC in the manner provided in Article 25 of this Agreement, terminate this Agreement as it pertains to the entire Project. The City will return all Project-related funds received from the MWRDGC no later than fourteen (14) calendar days following its termination of the Agreement.
2. Prior to Bid Advertisement of the Project, the MWRDGC may, at its option, and upon giving notice to the City in the manner provided in Article 25 of this Agreement, terminate this Agreement as it pertains to the entire Project. The MWRDGC may also terminate this Agreement if: (a) the City does not award construction of the Project within six (6) months from the date of execution of the IGA or by October 1, 2023, whichever comes first or (b) the Project is not completed in accordance with the Construction Documents within one (1) year of the City's initial award of a construction contract related to the Project or by December 1, 2023, whichever comes first. If the MWRDGC elects to terminate this Agreement based upon either (a) or (b) listed above, the City must return all funds provided by the MWRDGC within fourteen (14) calendar days of termination. In its sole discretion, the MWRDGC may approve an extension prior to the expiration of the six (6) month award period or one (1) year completion period for delays outside the City's control and where the City has made good faith efforts to advance the Project.
3. If, pursuant to Article 4 of this Agreement, the City is unwilling or incapable of remediating the Project site, and no alternative plan is feasible, this Agreement will be terminated by the MWRDGC. The MWRDGC will provide thirty (30) calendar days written notice to the City of intent to terminate. Any funds received by the City from the MWRDGC must be returned within thirty (30) calendar days of such termination.
4. If during the term of this Agreement, either Party fails to comply with any of the provisions contained in this Agreement, the other Party may seek to terminate this Agreement upon thirty (30) calendar days' written notice. Upon receiving written notice of desire to terminate, the Parties shall commence discussion regarding conformance with the Agreement. If a resolution is reached, the Agreement shall proceed. If no resolution is reached, the Agreement shall be deemed terminated. Within thirty (30) calendar days of such termination, all funds received from the MWRDGC shall be returned, unless other arrangements are agreed upon in writing.

**Article 9. Effective Date**

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

**Article 10. Duration**

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

**Article 11. Non-Assignment**

Neither Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

**Article 12. Waiver of Personal Liability**

No official, employee, or agent of either Party to this Agreement will be charged personally by the other Party with any liability or expenses of defense incurred as a result of the exercise of any rights, privileges, or authority granted in this Agreement, nor will he or she be held personally liable under any term, provision, or subsection of this Agreement, or because of a Party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 13. Indemnification**

The City will defend, indemnify, and release from liability the MWRDGC, its Commissioners, officers, employees, and other agents ("MWRDGC Parties") from liabilities of every kind, including losses, damages and reasonable costs, payments and expenses (such as, but not limited to, court costs and reasonable attorney fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the MWRDGC Parties and arise out of or are in any way related to: (1) design, construction, or maintenance of the Project that is the subject of this Agreement or (2) the exercise of any right, privilege, or authority granted to the City under this Agreement.

**Article 14. Representations of the City**

The City covenants, represents, and warrants as follows:

1. The City has full authority to execute, deliver, and perform or cause to be performed this Agreement; and

2. The individuals signing this Agreement and all other documents executed on behalf of the City are duly authorized to sign on behalf of and to bind the City; and
3. The execution and delivery of this Agreement, consummation of the transactions provided for in this Agreement, and the fulfillment of the terms will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the City or any instrument to which the City is bound or any judgment, decree, or order of any court, governmental body, or any applicable law, rule, or regulation; and
4. The funds allocated by the City for this Project are separate from and in addition to the funds that the MWRDGC will provide under this Agreement.

#### **Article 15. Representations of the MWRDGC**

The MWRDGC covenants, represents, and warrants as follows:

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

#### **Article 16. Disclaimers**

This Agreement is not intended, nor will it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement will be construed to establish a contractual relationship between the MWRDGC and any party other than the City.

#### **Article 17. Waivers**

Whenever a Party to this Agreement by proper authority waives the other Party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, will only apply to the particular instance and will not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver will be

construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

**Article 18. Severability**

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

**Article 19. Necessary Documents**

Each Party agrees to execute and deliver all further documents, and take all further action reasonably necessary, to effectuate the purpose of this Agreement. Upon the completion of the Project, the City will provide the MWRDGC with a full-sized copy of “As-Built” drawings for the Project. The drawings will be affixed with the “As-Built” printed mark and must be signed by both the City resident engineer and the contractor.

**Article 20. Compliance with Applicable Laws and Deemed Inclusion of Same**

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

The City agrees that it will ensure that all contractors and sub-contractors that perform work on the Project are properly registered to transact business with the Illinois Secretary of State, are properly licensed for the work to be performed, and are properly insured at all times while performing work under this Agreement.

**Article 21. Entire Agreement**

This Agreement, and any exhibits or riders attached hereto, constitute the entire agreement between the Parties. No other warranties, inducements, considerations, promises, or interpretations may be implied that are not expressly set forth in this Agreement.

**Article 22. Amendments**

This Agreement cannot be amended unless it is done so in writing and signed by the authorized representatives of both Parties.

**Article 23. References to Documents**

All references in this Agreement to any exhibit or document will be deemed to include all supplements and authorized amendments to any such exhibits or documents to which both Parties hereto are privy.

**Article 24. Judicial and Administrative Remedies**

The Parties agree that this Agreement and any subsequent amendments will be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and performance. The Parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate court of competent jurisdiction located in Cook County, Illinois.

The rights and remedies of the MWRDGC or the City will be cumulative, and election by the MWRDGC or the City of any single remedy will not constitute a waiver of any other remedy that such Party may pursue under this Agreement.

**Article 25. Notices**

Unless otherwise stated in this Agreement, all notices given in connection with this Agreement will be deemed adequately given only if in writing and addressed to the Party for whom such notices are intended at the addresses set forth in Article 26 of this Agreement. All notices will be

sent by personal delivery, overnight messenger service, first class registered or certified mail with postage prepaid and return receipt requested, or by electronic mail. A written notice will be deemed to have been given to the recipient Party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by overnight courier service, on the next business day following deposit with the overnight courier; (c) with respect to notices sent by mail, two (2) calendar days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (d) with respect to notices sent by electronic mail, on the date of notification of delivery receipt, if delivery was during normal business hours of the recipient, or on the next business day, if delivery was outside normal business hours of the recipient. In the heading of all notices, the Parties must identify the Project by stating as follows: "IGA between the City of Blue Island and the MWRDGC for the Green Alley Project".

The Parties must address all notices referred to in this Agreement, or that either Party desires to give to the other, as set forth in Article 7 or Article 26 of this Agreement, as applicable, unless otherwise specified and agreed to by the Parties.

**Article 26. Representatives**

Immediately upon execution of this Agreement, the following individuals will represent the Parties as primary contacts and must receive notice in all matters under this Agreement. For matters under Article 7 of this Agreement, notice must also be given to the individuals named in that Article as primary contacts.

For the MWRDGC:	For the City:
Director of Engineering	City Administrator
Metropolitan Water Reclamation District of Greater Chicago	City of Blue Island
100 East Erie Street	13501 Greenwood Avenue
Chicago, Illinois 60611	Blue Island, Illinois 60406
Phone: (312) 751-7905	Phone: (708) 597-8603
Email: <a href="mailto:occonnorc@mwrdd.org">occonnorc@mwrdd.org</a>	Email: <a href="mailto:twogan@cityofblueisland.org">twogan@cityofblueisland.org</a>

Each Party agrees to promptly notify the other Party of any change in its designated representative, and provide the new representative's name, address, telephone number, and electronic mail address.



**Article 27. Interpretation and Execution**

1. The Parties agree that this Agreement will not be construed against a Party by reason of who prepared it.
2. Each Party agrees to provide a certified copy of the ordinance, bylaw, or other authority demonstrating that the person(s) signing this Agreement is/are authorized to do so and that this Agreement is a valid and binding obligation of the Party.
3. The Parties will execute this Agreement in quadruplicate with original signatures, unless the Parties otherwise agree to execute electronically.


**Article 28. Exhibits and Attachments**

The following Exhibits are attached and incorporated into this Agreement, with amended versions attached, as applicable:

- 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:** MBE/WBE 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


The Metropolitan Water Reclamation District of Greater Chicago and City of Blue Island, have executed this Agreement, by their authorized officers, duly attested and their seals affixed, as of the date of the last signature affixed hereto.

CITY OF BLUE ISLAND

BY:   
Fred Bilotto, Mayor of City of Blue Island

Date: 6/13/23

ATTEST:

  
Raeann Cantelo-Zylman, City Clerk

Date 6/13/23

**METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO**

\_\_\_\_\_  
Chairman of the Committee on Finance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Date

APPROVED AS TO ENGINEERING AND TECHNICAL MATTERS:

\_\_\_\_\_  
Director of Engineering

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Head Assistant Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date