

**RESOLUTION NO.**

**2018 R-66**

A Resolution Authorizing the Execution of an Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements Relative to the Groveland Avenue Levee Project

**BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF RIVERSIDE, COOK COUNTY, ILLINOIS**, that the Village President and Village Clerk of the Village of Riverside are hereby authorized to execute an Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements. A copy of the Intergovernmental Agreement is attached hereto as **Exhibit A** and made a part hereof. Further, the President and Board of Trustees find execution of the Intergovernmental Agreement to be in the best interests of the Village, and authorize and direct the Village President and Village Clerk, or their designees, to execute and deliver all other instruments and documents that are necessary to fulfill the Village's obligations under the Intergovernmental Agreement.

**APPROVED** this December 6<sup>th</sup>, 2018.

Trustee Ballerine	<u>A</u>	Trustee Lumsden	<u>A</u>
Trustee Pollock	<u>A</u>	Trustee Jisa	<u>N</u>
Trustee Sedivy	<u>A</u>	Trustee Peters	<u>A</u>

  
\_\_\_\_\_  
President Sells

ATTEST:

  
\_\_\_\_\_  
Village Clerk

**EXHIBIT A**

**Intergovernmental Agreement By and Between the Village of Riverside and the  
Metropolitan Water Reclamation District of Greater Chicago for Design,  
Construction, Operation and Maintenance of Groveland Avenue Levee  
Improvements**

(Attached)

**INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVERSIDE AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF GROVELAND AVENUE LEVEE IMPROVEMENTS**

**THIS INTERGOVERNMENTAL AGREEMENT** (hereinafter the "Agreement") entered into this <sup>6<sup>th</sup></sup> day of December, 2018, by and between the Metropolitan Water Reclamation District of Greater Chicago, a unit of local government and body corporate and politic, organized and existing under the laws of the State of Illinois (hereinafter the "District") and the Village of Riverside, a municipal corporation and non-home rule unit of government organized and existing under Article VII, Section 6 of the 1970 Constitution of the State of Illinois (hereinafter the "Village").

**WITNESSETH:**

**WHEREAS**, on November 17, 2004, the Illinois General Assembly passed Public Act 093-1049 (hereinafter the "Act");

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

**WHEREAS**, the Act, as amended on June 18, 2014 by Public Act 098-0652, specifically authorizes the District to plan, implement, and finance local activities relating to stormwater management in Cook County;

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

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

**WHEREAS**, pursuant to Article 11 of the Illinois Municipal Code, 65 ILCS 5/11, the Village has the authority to improve and maintain waterways within its corporate limits;

**WHEREAS**, the Village has experienced local flooding to roadways and residences in the Groveland Avenue Levee Area, due to the height of the levee, and the drainage of the surrounding areas;

**WHEREAS**, the Village desires to improve the levee located along the Des Plaines River at Forest and Groveland Avenues for the public benefit of reducing flooding in the general area (the “Public Benefit”);

**WHEREAS**, the Village intends to enter into a Project Partnership Agreement (“PPA”) with the United States Army Corps of Engineers (the “Army Corps”) who will perform the design and construction of the improvements to a levee located along the Des Plaines River at Forest and Groveland Avenues, and to own those improvements (hereinafter referred to as the “Project”);

**WHEREAS**, the Village will serve as the Non-Federal Sponsor under the PPA, and upon completion of the construction of the levee improvements by the Army Corps, the Village intends to operate and maintain the Project;

**WHEREAS**, the Project may be approached more effectively, economically, and comprehensively with the Village and the District cooperating and using their joint efforts and resources;

**WHEREAS**, the Village does not have a revenue source to fund the non-federal share of the costs to complete the Project;

**WHEREAS**, the size and scope of this Project would be substantially reduced but for the District's commitment to fund the non-federal share of the costs in an amount not to exceed \$2,506,028.00;

**WHEREAS**, the District has agreed to remit the non-federal share of the project in an amount not to exceed \$2,506,028.00 directly to the Army Corps on the behalf of the Village;

**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 20, 2018, the District’s Board of Commissioners authorized the District to enter into this intergovernmental agreement with the Village; and

**WHEREAS**, on December 6, 2018, the Village’s Board authorized the Village to enter into this intergovernmental agreement with the District; and

**NOW THEREFORE**, in consideration of the matters set forth, the mutual covenants and agreements contained in this agreement and, for other good and valuable consideration, the Village and the District hereby agree as follows:

**Article 1. Incorporation of Recitals.** The recitals set forth above are incorporated herein by reference and made a part hereof.

**Article 2. Scope of Work.**

1. The work contemplated by this Agreement will include design, property acquisitions, construction, operation, and maintenance of improvements to a levee located along the Des Plaines River at Forest and Groveland Avenues in the Village (hereinafter the “Facilities”), as depicted on Exhibit 1. All work to design, acquire property, construct, operate, and maintain the Facilities shall hereinafter be referred to as the “Project.”
2. The Village authorized execution of a Project Partnership Agreement (“PPA”) as the Non-Federal Sponsor with the Army Corps for the design and construction of the project on December 6, 2018.
3. The Village, as the Non-Federal Sponsor under the PPA, will be solely responsible for meeting all requirements and obligations of the Non-Federal Sponsor under the PPA.
4. Construction drawings and specifications (“Construction Documents”) will be prepared for the Project by the Army Corps under the PPA.
5. Any property acquisitions necessary that are part of the Project shall be performed by the Army Corps or the Village under the PPA.
6. The Project shall be constructed under the PPA in accordance with the final Construction Documents and construction schedule, which may be amended from time to time.
7. The Project shall realize the Public Benefit of helping to alleviate flooding in the area protected by the levee improvements.

8. The Village shall provide the District with a copy of 60% and 98% complete Construction Documents for the District's review as to the Project's intended Public Benefit.
9. The District shall review and provide comments to the Village as to the Project's intended Public Benefit in writing within 30 calendar days of receipt of the 60% and 98% complete Construction Documents referenced in Article 2, Subsection 4. The Village shall provide the District's review comments to the Army Corps.
10. As the Project will be constructed by the Army Corps, the Project shall conform with the Davis-Bacon Act, federal procurement, bidding and, diversity statutes and regulations which may apply to Army Corps' projects within the Chicago District.
11. If required by the Army Corps, the Village, at its sole cost and expense, shall as the Non-Federal Sponsor provide any environmental remediation, construction oversight, and administrative support required for the Project.
12. The District shall remit the non-federal share of the base Project cost (the "MWRD Funds") directly to the Army Corps on the Village's behalf, but in no event shall that amount exceed Two Million Five Hundred and Six Thousand Twenty Eight and NO/100 Dollars (\$2,506,028.00) (the "Maximum Funding Amount"). All MWRD Funds provided by the District shall be used exclusively for the design, property acquisition activities, and construction of the Facilities. For purposes of this Agreement, "design" shall mean all design work necessary to design the Facilities, "property acquisition activities" shall mean all project acquisition activities necessary to the construction of the Facilities, and "construction" shall mean all work necessary to build the Facilities depicted in the Construction Documents. The Village shall be solely responsible for any amount exceeding the Maximum Funding Amount as a result of change orders, overruns, or any other increases in cost of design, project acquisition activities, and construction of the Facilities.
13. The District shall remit the MWRD Funds directly to the Army Corps on the Village's behalf in accordance with the schedule established in Article II of the PPA.
14. The Village shall timely provide to the District all monthly reports from the Army Corps and any written final accounting from the Army Corps.

15. The Village shall be solely responsible for the return of all MWRD Funds to the District if the Project is not completed within four years of award of a construction contract related to the Project, unless the District approves extension(s); such approvals shall not be unreasonably withheld.
16. The Village shall be solely responsible for any additional costs incurred by the selection, design, construction, or completion of any betterments or separable recreation features the Village may request the Army Corps complete under Article II of the PPA,. No MWRD Funds shall be used to cover the cost of any betterments or separable recreation features requested by the Village under that Article.
17. Within thirty (30) days of receiving any reimbursements from the Army Corps as provided in Article VI of the PPA, the Village shall provide the District with funds equal to the amount of any reimbursements provided to the Village by the Army Corps.

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

1. **Federal, State, and County Requirements.** The Village shall obtain all federal, state, and county permits required by law for the construction of the Project, and shall assume any costs in procuring said permits. Additionally, the Village shall obtain all consents and approvals required by federal, state, and/or county regulations for the construction of the Project, and shall assume any costs incurred in procuring all such consents and approvals.
2. **Maintenance.** The Village shall obtain any and all permits necessary for the performance of any maintenance work associated with the Facilities in connection with the Project, and in accordance with Article 5 of this Agreement.

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

1. Prior to construction, the Village shall make best efforts to acquire from property owners any temporary or permanent easements, license agreements, or fee simple title necessary for construction of, maintenance of, and access to the Project. If the Village requests the Army Corps perform property acquisition activities required to construct or maintain the Project, MWRD Funds may be used for those property acquisition activities.

2. Should acquisition of property interests via condemnation or otherwise be necessary, the Village shall incur all associated costs, including, but not limited to, purchase price, easement fees, or any attorneys' fees. If the Village requests the Army Corps perform any property acquisition necessary to construct or maintain the Project whether that acquisition is made via condemnation or otherwise, MWRD Funds may be used for those property acquisition activities.
3. The Village shall record all easements, licenses, or deeds acquired for the Project.
4. Whereupon the Village acquires permanent easements for maintenance and access from property owners, the rights and obligations for maintenance and access shall be the sole responsibility of the Village, subject to the provisions in Article 5 below.
5. The Village shall own all of the improvements constructed for this Project and pursuant to this Agreement and the PPA including but not limited to the Facilities. The Village will control the operation and use of these improvements.
6. Nothing in this Agreement or the PPA shall be construed as creating an ownership or property interest for the District in any of the improvements constructed pursuant to this Agreement or the PPA.

**Article 5. Maintenance.**

1. The useful life of the Facilities and other appurtenances to be constructed as part of the Project is anticipated to be at least 50 years.
2. The Village, at its sole cost and expense, shall perpetually maintain the Facilities and any other appurtenances associated with this Project in accordance with the requirements of the Operation, Maintenance, Repair, Rehabilitation, and Replacement Manual (OMRR&R Manual) provided to the Village by the Army Corps under the PPA. The Village shall provide the District a copy of the OMRR&R manual within thirty (30) days of receiving it from the Army Corps.



3. The Village will provide a copy of the annual inspection performed by the Army Corps. In the event the Corps does not perform an annual inspection the Village shall prepare a report detailing its annual inspection, observations, and conclusions including whether the Facilities are operating as designed, functioning, and providing the intended Public Benefit. If conducted by the Village, the annual inspection report shall be stamped by a Professional Engineer licensed by the State of Illinois. The annual inspection report shall be provided to the District either (1) within thirty (30) days of receiving the annual inspection report conducted by the Army Corps, or (2) within thirty (30) days of completion of completion of the inspection if conducted by the Village.
4. The District shall have the right (including any necessary right of access) to conduct its own annual inspection of the constructed Facilities upon reasonable notice to the Village.
5. In the event of failure of the Village to maintain the Facilities as described above and in the OMRR&R Manual to the reasonable 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 the notice was sent, 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.
6. In the event of a substantial and material failure of the Village to maintain or operate the Facilities to provide the intended Public Benefit within 50 years of completion of the Facilities as detailed above, the District may demand that some or all of the MWRD Funds be returned to the District.
7. 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.**

1. Bid Advertisement. The Village will provide the District with 30 days' notice prior to Bid Advertisement for the Project.
2. Construction. The Village shall provide the District with a construction schedule and provide the District a minimum of 72 hours' notice before the following project milestones:
  - Commencement of work;
  - Substantial completion of the Facilities; and
  - Completion of work.

**Article 7. Termination by the Village.** Prior to the completion of design of the Project and in accordance with any time deadlines provided by the Army Corps, the Village may, at its option, and upon giving notice to the District in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. In the event of such termination, the Village shall return all unexpended Project-related MWRD Funds received from the District no later than 14 days following its termination of the Agreement, and shall repay to the District all MWRD Funds expended within one hundred and eighty (180) days following its termination of the Agreement.

**Article 8. Termination by the District.** Prior to the completion of design of the Project and in accordance with any time deadlines provided by the Army Corps, the District may, at its option, and upon giving notice to the Village in the manner provided in Article 25 below, terminate this Agreement as it pertains to the entire Project. In the event of such termination, the Village shall not be required to return any MWRD Funds provided by the District prior to termination.

**Article 9. Effective Date.** This Agreement becomes effective on the date that the last signature is affixed hereto.

**Article 10. Duration.** Subject to the terms and conditions of Articles 7 and 8 above, this Agreement shall remain in full force and effect for perpetuity.

**Article 11. Non-Assignment.** Neither party may assign its rights or obligations hereunder without the written consent of the other party.

**Article 12. Waiver of Personal Liability.** No official, employee, or agent of either party to this Agreement shall 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 herein, nor shall he or she be held personally liable under any term or provision of this Agreement, or because of a party's execution or attempted execution of this Agreement, or because of any breach of this Agreement.

**Article 13. Indemnification.** The Village shall defend, indemnify, and hold harmless the District, its Commissioners, officers, employees, and other agents ("District 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 attorneys' fees and disbursements), claims, demands, actions, suits, proceedings, judgments, or settlements, any or all of which are asserted by any individual, private entity, or public entity against the District Parties and arise out of or are in any way related to: (1) the 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 Village under this Agreement.

**Article 14. Representations of the Village.** The Village covenants, represents, and warrants as follows:

1. The Village has full authority to execute, deliver, and perform or cause to be performed this Agreement;
2. The individuals signing this Agreement and all other documents executed on behalf of the Village are duly authorized to sign same on behalf of and to bind the Village;
3. The execution and delivery of this Agreement, consummation of the transactions provided for herein, and the fulfillment of the terms hereof will not result in any breach of any of the terms or provisions of or constitute a default under any agreement of the

Village or any instrument to which the Village is bound or any judgment, decree, or order of any court or governmental body or any applicable law, rule, or regulation.

**Article 15. Representations of the District.** The District covenants, represents, and warrants as follows:

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

**Article 16. Disclaimers.** This Agreement is not intended, nor shall it be construed, to confer any rights, privileges, or authority not permitted by Illinois law. Nothing in this Agreement shall be construed to establish a contractual relationship between the District and any party other than the Village.

**Article 17. Waivers.** Whenever a party to this Agreement by proper authority waives the other party's performance in any respect or waives a requirement or condition to performance, the waiver so granted, whether express or implied, shall only apply to the particular instance and shall not be deemed a waiver for subsequent instances of the performance, requirement, or condition. No such waiver shall be construed as a modification of this Agreement regardless of the number of times the performance, requirement, or condition may have been waived.

**Article 18. Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable, such invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal, or unenforceable provision has never been contained herein. The remaining provisions will remain

in full force and will not be affected by the invalid, illegal, or unenforceable provision or by its severance. In lieu of such illegal, invalid, or unenforceable provision, there will be added automatically as part of this Agreement a provision as similar in its terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**Article 19. Necessary Documents.** Each party agrees to execute and deliver all further documents, and take all further action reasonably necessary to effectuate the purpose of this Agreement. Upon the 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’s resident engineer and the contractor.

**Article 20. Deemed Inclusion.** Provisions required (as of the effective date) by law, ordinances, rules, regulations, or executive orders to be inserted in this Agreement are deemed inserted in this Agreement whether or not they appear in this Agreement or, upon application by either party, this Agreement will be amended to make the insertions. However, in no event will the failure to insert such provisions before or after this Agreement is signed prevent its enforcement.

**Article 21. Entire Agreement.** This Agreement, and any exhibits or riders attached hereto, shall constitute the entire agreement between the parties. No other warranties, inducements, considerations, promises, or interpretations shall be implied or impressed upon this Agreement that are not expressly set forth herein.

**Article 22. Amendments.** This Agreement shall not be amended unless it is done so in writing and signed by the authorized representatives of both parties.

**Article 23. References to Documents.** All references in this Agreement to any exhibit or document shall be deemed to include all supplements and/or authorized amendments to any such exhibits or documents to which both parties hereto are privy.

**Article 24. Judicial and Administrative Remedies.** The parties agree that this Agreement and any subsequent Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of Illinois in all respects, including matters of construction, validity, and

performance. The parties further agree that the proper venue to resolve any dispute which may arise out of this Agreement is the appropriate Court of competent jurisdiction located in Cook County, Illinois.

This Agreement shall not be construed against a party by reason of who prepared it. Each party agrees to provide a certified copy of the ordinance, bylaw, or other authority to evidence the reasonable satisfaction of the other party that the person signing this Agreement for such party is authorized to do so and that this Agreement is a valid and binding obligation of such party. The parties agree that this Agreement must be executed in quadruplicate.

The rights and remedies of the District or the Village shall be cumulative, and election by the District or the Village of any single remedy shall not constitute a waiver of any other remedy that such party may pursue under this Agreement.

**Article 25. Notices.** Unless otherwise stated in this Agreement, any and all notices given in connection with this Agreement shall be deemed adequately given only if in writing and addressed to the party for whom such notices are intended at the address set forth below. All notices shall be sent by personal delivery, UPS, Fed Ex or other overnight messenger service, first class registered or certified mail, postage prepaid, return receipt requested, or by facsimile. A written notice shall be deemed to have been given to the recipient party on the earlier of (a) the date it is hand-delivered to the address required by this Agreement; (b) with respect to notices sent by mail, two days (excluding Sundays and federal holidays) following the date it is properly addressed and placed in the U.S. Mail, with proper postage prepaid; or (c) with respect to notices sent by facsimile, on the date sent, if sent to the facsimile number(s) set forth below and upon proof of delivery as evidenced by the sending fax machine. The name of this Agreement – **“INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE VILLAGE OF RIVERSIDE AND THE METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO FOR DESIGN, CONSTRUCTION, OPERATION AND MAINTENANCE OF GROVELAND AVENUE LEVEE IMPROVEMENTS”** must be prominently featured in the heading of all notices sent hereunder.

Any and all notices referred to in this Agreement, or that either party desires to give to the other, shall be addressed as set forth in Article 26, unless otherwise specified and agreed to by the parties.

**Article 26. Representatives.** Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact and receipt of notice in all matters under this Agreement.

For the District:

Director of Engineering  
Metropolitan Water Reclamation District  
of Greater Chicago  
100 East Erie Street  
Chicago, Illinois 60611  
Phone: (312) 751-7905  
FAX: (312) 751-5681

For the Village:

Village Manager  
27 Riverside Road  
Riverside, Illinois 60546  
Phone: (708) 447-2700  
FAX: (708) 447-2704

Each party agrees to promptly notify the other party of any change in its designated representative, which notice shall include the name, address, telephone number and fax number of the representative for such party for the purpose hereof.

IN WITNESS WHEREOF, the Metropolitan Water Reclamation District of Greater Chicago and the Village of Riverside, the parties hereto, have each caused this Agreement to be executed by their duly authorized officers, duly attested and their seals hereunto affixed.

Village Of Riverside

BY: Benjamin Sells  
Benjamin Sells, Village President

DATE: 12/6/2018

ATTEST:

Cathy Haley  
Cathy Haley, Village Clerk

DATE: 12/6/2018



METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

Frank Avila  
Chairman of the Committee on Finance

Date: 1/31/2019

Brian Beckoush  
Executive Director

Date: 1.28.19

ATTEST:

Jacqueline Torres  
Clerk

Date: 1.31.19

APPROVED AS TO ENGINEERING, OPERATIONS, AND TECHNICAL MATTERS:

John Walsh  
Engineer of Stormwater Management

Date: 1/23/19

William Hlyos  
Assistant Director of Engineering

Date: 1/24/19

Catherine A. O'Connor  
Director of Engineering

Date: 1/25/19

APPROVED AS TO FORM AND LEGALITY:

Allen M. Troy  
Head Assistant Attorney <sup>ATF</sup>

Date: 1/28/19

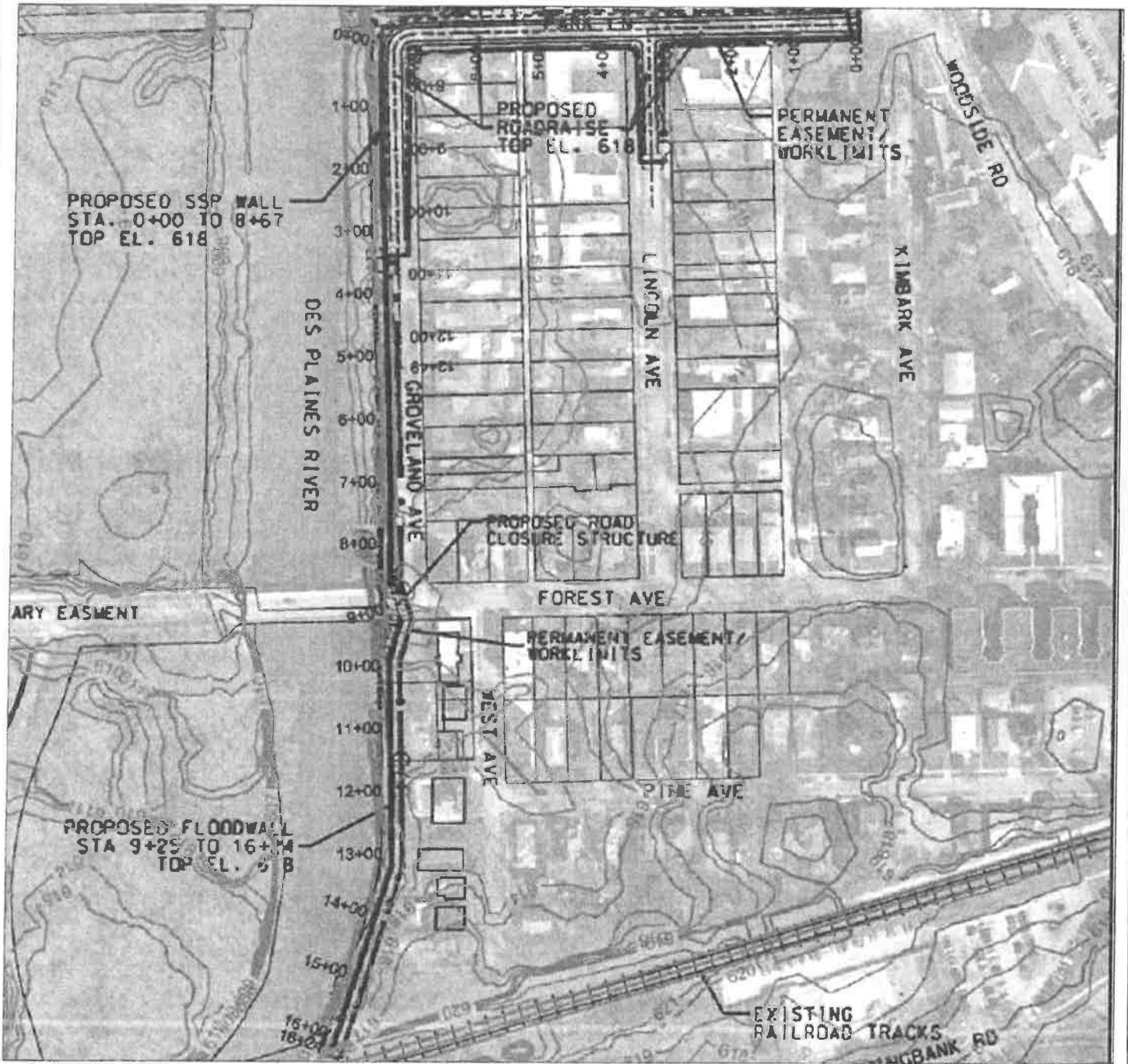
Susan Mack  
General Counsel

Date: 1/28/19

# **EXHIBIT 1**

# METROPOLITAN WATER RECLAMATION DISTRICT OF GREATER CHICAGO

N



GROVELAND AVE LEVEE IMPROVEMENTS

PROJECT

18-IGA-20

PCMS NO.

**EXHIBIT**  
NOT TO SCALE

STATE OF ILLINOIS        )  
                                      )SS  
COUNTY OF COOK        )

CLERK'S CERTIFICATE

I, Cathy Haley, Clerk of the Village of Riverside, in the County of Cook and State of Illinois, do hereby certify that the annexed and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

2018 RESOLUTION NO. -660

A Resolution Authorizing the Execution of an Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements Relative to the Groveland Avenue Levee Project

Which Resolution was passed by the Board of Trustees of the Village of Riverside at a Regular Village Board Meeting on the 6<sup>th</sup> day of December, 2018, at which meeting a quorum was present, and approved by the President of the Village of Riverside on the 6<sup>th</sup> day of December, 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 Riverside was taken by Ayes and Nays and recorded in the minutes of the Board of Trustees of the Village of Riverside, and that the result of said vote was as follows, to-wit:

AYES: Sedivy, Lumsden, Peters, Block + Balline  
NAYS: jsa  
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 Riverside, this 6<sup>th</sup> day of December, 2018.

Cathy Haley  
Village Clerk

[SEAL]



**A Resolution Authorizing the Execution of an Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements Relative to the Groveland Avenue Levee Project**

<b>Meeting Date:</b> December 6, 2018	<input type="checkbox"/> Ordinance
<b>Submitted By:</b> Jessica Frances, Village Manager	<input checked="" type="checkbox"/> Resolution
<b>Department:</b> Administration	<input type="checkbox"/> Bid Authorization/Award
	<input type="checkbox"/> Information
	<input type="checkbox"/> Other _____

**PREVIOUS BOARD/COMMISSION ACTIVITY**

The Board discussed the Groveland Avenue Levee Flood Risk Management Project on April 5, 2018 and June 7, 2018. At the June meeting the Village Board directed Village staff and the Village Attorney to work on the Project Partnership Agreement (PPA). On July 19, 2018, the Board approved a resolution authorizing the Village Manager to execute the non-federal sponsor’s self-certification of financial capability. On October 18, 2018, the Village Board approved a resolution authorizing the Village Manager to Execute the Groveland Levee Assessment of Non-Federal Sponsor’s Real Estate Acquisition Capability Relative to the Groveland Avenue Levee Project. On November 15, 2018, a draft agreement was placed on the agenda for discussion and review.

**EXECUTIVE SUMMARY**

Metropolitan Water Reclamation District (MWRD) has agreed to not only pay the Village’s local match share for the construction of the Levee but to also pay for the Village’s share of design and property acquisition costs. It is important to note that MWRD does not typically pay or reimburse for design or property acquisition expenses.

If the Village decided not to proceed with the project during or at the completion of the design phase, it would be obligated to repay to Metropolitan Water Reclamation District (MWRD) the local match previously submitted to the Army Corp for design work.

**ACTION PROPOSED**

**Action Requested:**     Approval                       Discussion                       Information

Motion to Approve a Resolution Authorizing Execution of an Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements Relative to the Groveland Avenue Levee Project



## ATTACHMENTS

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- Resolution Authorizing the Execution of an Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements Relative to the Groveland Avenue Levee Project
- Intergovernmental Agreement By and Between the Village of Riverside and the Metropolitan Water Reclamation District of Greater Chicago for Design, Construction, Operation and Maintenance of Groveland Avenue Levee Improvements