

RESOLUTION NO. 2020-25

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD
AND THE VILLAGE OF BROADVIEW FOR CONSTRUCTION, OPERATION,
INSPECTION AND MAINTENANCE OF AN EMERGENCY WATER INTERCONNECTION
(Location: 10th Avenue and Roosevelt Road)**

WHEREAS, the President and Board of Trustees of the Village of Maywood, Illinois desire to approve and authorize the execution of a document entitled “An Intergovernmental Agreement Between the Village of Maywood and the Village of Broadview for Construction, Operation, Inspection and Maintenance of an Emergency Water Interconnection” (“IGA”), attached hereto as **Exhibit “A”** and made a part hereof, which allows for the Village of Maywood, at its own expense, to construct, operate, inspect and maintain an Emergency Water Interconnection at 10th Avenue and Roosevelt Road, connecting the Village of Broadview’s (“Broadview”) twelve inch (12”) water main running north-south on the west side of 10th Avenue with the Village of Maywood’s (“Maywood”) eight inch (8”) water main running north-south along 10th Avenue; and

WHEREAS, Broadview will charge its then-current wholesale water rate for such water use. The use of the emergency connection is subject to Broadview’s ability to meet its own water needs and to supply additional water to Maywood via the emergency connection; and

WHEREAS, the IGA is necessary for the completion of the Emergency Water Interconnection Replacement Project (“Interconnection”), which is part of the Roosevelt Road Water Service Transfer Project, which itself is part of a larger water main replacement project along a stretch of Roosevelt Road, which partly lies within the boundaries of the Roosevelt Road Tax Increment Financing District. Maywood will use Roosevelt Road TIF District funds to pay for the portion of Project work within the TIF District and use General Funds or Water Fund monies to pay for the portion of the Project work outside of the TIF District; and

WHEREAS, the Village of Maywood, a home rule Illinois municipal corporation, has the authority to approve and authorize execution of the IGA pursuant to its home rule powers and contracting authority provided by Article VII, Sections 6 and 10(a) of the Illinois Constitution of 1970, as well as the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*), and finds that approving the IGA is necessary to have the Interconnection completed and that such Interconnection is in the best interests of Maywood.

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 approve and authorize the execution of the IGA for the benefit of the Village of Maywood as part of Maywood’s Roosevelt Road Water Service Transfer Project. A copy of the IGA is attached hereto as **Exhibit “A”** and made a part hereof. The President and Board of Trustees of the Village of Maywood further authorize

and direct the Village President and the Village Clerk, or their designees, or the Village Manager, or his/her designee, to execute and deliver the final version of the attached IGA, which may contain certain non-substantive and non-financial modifications that are approved by the Village Attorney, and all other instruments and documents that are necessary to fulfill Maywood's obligations under the IGA.

SECTION 3: The President and Board of Trustees of the Village of Maywood authorize the expenditure of Roosevelt Road TIF District Funds, General Funds and Water Fund monies to complete the Project work, and direct that the Village President, the Village Clerk, the Village Manager, the Village Engineer and the Village Attorney, or their designees, execute and deliver all other instruments, payments and documents that are necessary to facilitate the signatures and payments necessary to approve and execute the IGA and complete the Project work as set forth in the IGA.

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

ADOPTED this 18th day of August, 2020, pursuant to a roll call vote as follows:

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford, N. Booker

NAYS: None

ABSENT: None

APPROVED this 18th day of August, 2020, by the Village President of the Village of Maywood, and attested by the Village Clerk on the same day.

Edwenna Perkins, Village President

ATTEST:

Viola Mims, Village Clerk

Exhibit "A"

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE VILLAGE OF BROADVIEW FOR
CONSTRUCTION, OPERATION, INSPECTION AND MAINTENANCE OF
AN EMERGENCY WATER INTERCONNECTION
(Location: 10th Avenue and Roosevelt Road)**

(attached)

**AN INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF MAYWOOD AND THE VILLAGE OF BROADVIEW
FOR CONSTRUCTION, OPERATION, INSPECTION
AND MAINTENANCE OF AN EMERGENCY WATER INTERCONNECTION
(Location: 10th Avenue and Roosevelt Road)**

THIS AGREEMENT is entered into this ___ day of _____, 2020, by and between the **VILLAGE OF MAYWOOD**, an Illinois municipal corporation ("MAYWOOD") and the **VILLAGE OF BROADVIEW**, an Illinois municipal corporation ("BROADVIEW"). MAYWOOD and BROADVIEW are at times referred to as a "Party" or "Parties" below in this Agreement.

WITNESSETH:

WHEREAS, MAYWOOD and BROADVIEW are authorized to enter into this Agreement pursuant to the applicable provisions of the Illinois Municipal Code (65 ILCS 5/), Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*); and

WHEREAS, in accordance with the terms of this Agreement, MAYWOOD and BROADVIEW agree to cooperate in the construction, repair, replacement, operation, inspection and maintenance of an Emergency Water Interconnection (the "Interconnection") located at 10th Avenue and Roosevelt Road between BROADVIEW'S twelve-inch (12") water main running north-south on the west side of 10th Avenue, and MAYWOOD'S eight-inch (8") water main running north-south along 10th Avenue, as set forth and depicted in the Plans and Specifications prepared by Edwin Hancock Engineering Co. and dated July, 2020. Copies of the Plans and Specifications are on file with MAYWOOD and BROADVIEW and are incorporated into this Agreement by reference as **Exhibit "1"** and made a part hereof; and

WHEREAS, the respective duties, obligations and responsibilities of the Parties relative to the construction, repair, replacement, operation, inspection and maintenance of the Interconnection are set forth below in this Agreement; and

WHEREAS, it is in the mutual best interests of MAYWOOD and BROADVIEW to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants and promises herein contained and payment of monetary consideration, the sufficiency of which is acknowledged to be adequate, MAYWOOD and BROADVIEW agree as follows:

Section 1: Incorporation. The recitals set forth above are incorporated by reference into this Section 1 as material terms.

Section 2: Direction of flow. A check-valve shall be installed as part of the construction of the Interconnection, which shall ensure that the flow of water shall be one-way, running from BROADVIEW to MAYWOOD.

Section 3: Construction, Operation, Inspection and Maintenance of Interconnection. MAYWOOD shall be responsible for all costs related to the construction, repair, replacement, operation, inspection and maintenance of the Interconnection, including engineering costs, construction costs, the cost of purchasing, installing and maintaining a radio-read water meter in the Interconnection, including any damages caused by

the actions of MAYWOOD or its employees, contractor and agents that cause damage to the Interconnection, and any restoration costs related to the Interconnection. BROADVIEW shall not bear any responsibility for costs relating to the construction, repair, replacement, operation, inspection and maintenance of the Interconnection, other than the costs associated with operating its own water system and any damages caused by the actions of BROADVIEW or its employees, contractor and agents that cause damage to the Interconnection. To the extent BROADVIEW desires to conduct its own inspection of the Interconnection at any time during the term of this Agreement, BROADVIEW agrees to pay for such inspection costs. The "as-built" plans for the Interconnection shall indicate the respective points of ownership of the Interconnection. After its completion, a copy of the "as-built" plans for the Interconnection shall be provided to BROADVIEW by the Village Engineer for MAYWOOD.

Section 4: Metering; Water Charges. MAYWOOD shall, at its cost, install, operate and maintain an eight-inch (8") radio-read meter in the Interconnection for the benefit of the Parties and for use by BROADVIEW in billing MAYWOOD for any water pumped to MAYWOOD through the Interconnection. BROADVIEW agrees to charge its then-current wholesale water rate for all water that is used by MAYWOOD through the Interconnection. The unit of measurement for water delivered under this Agreement is 1,000 gallons of water, U.S. Standard Liquid Measure. As soon as reasonably possible, BROADVIEW shall provide its invoice for water supplied to MAYWOOD during an emergency. MAYWOOD must pay the invoice within thirty (30) calendar days after receipt.

Section 5: Limitation on Use. The Interconnection shall be used only to provide water on an emergency basis to the southern part of MAYWOOD; specifically, that area of MAYWOOD south of the Eisenhower Expressway and east of 17th Avenue, provided BROADVIEW has the water system capacity to meet its own water needs and to supply additional water to MAYWOOD via the Interconnection. For purposes of this Agreement, the term "emergency" means any temporary and unexpected disruption of the designed and established manner of public water supply production and distribution within MAYWOOD's water system, including without limitation an act of God, a catastrophe, and any electrical and mechanical or other system failures. By illustration, examples of an emergency would include a sudden main break or a pump failure or an electrical power failure that prevents MAYWOOD from being able to adequately convey its water through its water supply distribution system. "Emergency" does not include the inability of the designed production capacity of MAYWOOD's water system to meet peak water use demands nor leaks in the water supply distribution system due to a general deterioration or failure to maintain a water supply distribution system. Notwithstanding the foregoing: (a) the Parties may agree, from time to time, on a case-by-case basis, whether a particular circumstance constitutes an emergency; and (b) any and all water furnished under this Agreement is deemed to have been used for emergency purposes only. As soon as convenient, MAYWOOD shall provide BROADVIEW with all pertinent facts involved in the emergency and will, during the period of the emergency, keep BROADVIEW fully informed of the situation and the progress of corrective actions.

Section 6: Requests to Open and Close the Interconnection. BROADVIEW shall only open the Interconnection to allow flow to MAYWOOD upon receipt of a written request from MAYWOOD to open the Interconnection, which identifies the nature of the emergency and the anticipated duration of use of the Interconnection by MAYWOOD, and after sending written confirmation to MAYWOOD that BROADVIEW has the water system capacity to meet its own water needs and to supply additional water to MAYWOOD via the Interconnection at the time of the request. BROADVIEW shall close the Interconnection: (a) upon receipt of a written request from MAYWOOD to close the Interconnection; or (b) after providing written notice to MAYWOOD that it does not have the water system capacity to meet its own water needs and to supply

additional water to MAYWOOD via the Interconnection.

Section 7: Opening and Closing Meter Reads. Upon receipt of a written request from MAYWOOD to open the Interconnection, BROADVIEW shall take an opening read of the meter. Prior to BROADVIEW opening the Interconnection, MAYWOOD shall be notified of the reading and offered the opportunity to verify the reading by accompanying personnel from BROADVIEW for another reading, to take place within 24-hours of such request for verification. Upon receipt of a written request from MAYWOOD to close the Interconnection, BROADVIEW shall close the Interconnection and take a closing read of the meter. MAYWOOD shall be notified of the closing read within 24-hours of it being taken and shall be offered the opportunity to verify the reading by accompanying personnel from BROADVIEW for another reading to take place within 24-hours of such request for verification.

Section 8: Bidding, Award, and Construction, Inspection and Maintenance Activities. MAYWOOD, at its cost, shall administer the bidding and procurement process for all construction work, materials and service contracts for the construction, repair, replacement, operation, inspection and maintenance of the Interconnection. Following the award of any such contracts for construction, repair, replacement, operation, inspection and maintenance work relative to the Interconnection, MAYWOOD shall administer the construction, repair, replacement, operation, inspection and maintenance work. MAYWOOD agrees to provide written notice to BROADVIEW at least 24 hours in advance of the commencement of any construction, repair, replacement, inspection and maintenance work relative to the Interconnection, except in emergency situations where notice shall be as soon as practicable.

Section 9: Tap-On Fee; Easements and Rights of Access in Public Rights of Ways. Other than the water charge for actual water supplied, BROADVIEW agrees to not charge any tap-on fees, right-of-way access fees, plan review fees, costs, assessments or other charges of any kind for MAYWOOD and its employees, contractors and agents to construct, repair, replace, operate, inspect and maintain the Interconnection. Under this Agreement, BROADVIEW and MAYWOOD, at no cost to each other, grant each other all necessary permanent water utility access easements and temporary construction easements and rights of access on a 24 hours per day/7 days per week/365 days per year basis within their respective portions of the 10th Avenue and Roosevelt Road rights-of-way for purposes of constructing repairing, replacing, operating, inspecting and maintaining the Interconnection. The Parties agree to dedicate to each other and approve any required plats of public utility easements necessary for the construction, maintenance, repair, replacement, operation, inspection and maintenance of the Interconnection, including all components thereof which consist of a water transmission main and related water service lines, valves, meters, vaults, buffalo boxes, communication wires, cables and related conduit, fiber lines and related conduit, and any other related buildings, personal property, infrastructure and equipment as will be shown in the Project's construction / design plans.

Section 10: Notice. The requests to open and close the Interconnection or other notices which either Party is required to, or may wish to, serve upon the other Party in connection with this Agreement shall be in writing and shall be delivered personally or sent by email or by certified mail, return receipt requested, postage prepaid, addressed as follows:

(1) If to BROADVIEW:

Village President
Village of Broadview

and

Director of Public Works
Village of Broadview

2350 South 25th Avenue
Broadview, Illinois 60155

2350 South 25th Avenue
Broadview, Illinois 60155

and

(2) If to MAYWOOD:

Village Manager
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

and

Director of Public Works
Village of Maywood
40 Madison Street
Maywood, Illinois 60153

or to such other address as either Party may from time to time designate in a written notice to the other Party. Emailed notices shall be sent to the individuals' business email address.

Section 11: Authorize Actions and Necessary Expenditures. MAYWOOD and BROADVIEW shall take, in a timely manner, all actions and proceedings necessary and required for the full implementation of this Agreement, including, but not limited to, authorizing their respective officials to enter into all necessary agreements, authorizing the expenditure of all necessary monies (except for BROADVIEW, which has no financial obligation hereunder), and authorizing their respective officials to take all other actions that are necessary or appropriate to the full implementation of this Agreement.

Section 12: Dispute Resolution; Remedies; Venue; Applicable Law. The Parties agree to work in good faith to mutually resolve any disputes occurring or arising out of the performance of this Agreement. The Parties agree to do all things reasonably necessary or appropriate to carry out the terms, provisions and objectives of this Agreement. It is the intent of the Parties, as reflected by the terms of this Agreement, to ensure compliance and fulfillment with the terms and provisions of this Agreement as may be necessary to give effect to the objectives of this Agreement. Should problems between the Parties occurring or arising out of the performance of this Agreement be unable to be resolved in a mutually agreeable way, the Parties agree that claims against the other relating to the performance of this Agreement may be brought in a civil action. The laws of the State of Illinois shall govern all questions and interpretations concerning the validity, construction and enforcement of this Agreement, and the legal relations between the Parties and performance under it. The Parties agree that, for the purpose of any litigation relative to this Agreement and its enforcement, venue shall be in the Circuit Court of Cook County, Illinois, or the United States District Court, Northern District of Illinois (Chicago), and the Parties consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

Section 13: Severability. The terms, conditions and provisions of this Agreement shall be severable, and if any term, condition or provision is found to be unenforceable for any reason whatsoever, the remaining terms, conditions and provisions shall remain in full force and effect, unless one or both of the Parties can no longer perform this Agreement.

Section 14: Term. This Agreement shall be for a term of 99 years, and may only be terminated prior to the expiration of said term by mutual agreement of MAYWOOD and BROADVIEW or by the Interconnection being abandoned or otherwise rendered unusable.

Section 15: Force Majeure. Neither Party shall be liable for damages for any delay or default in performing its respective obligations under this Agreement, if the delay or default is caused by conditions

beyond its control. Such conditions include, but are not limited to, acts of God, government restrictions, strikes, fires, floods or work stoppages, or acts or failures to act of third parties, excluding acts or failures to act by the Parties or their respective employees, contractors or agents. So long as any such delay or default continues, the Party affected by the conditions shall keep the other Party at all times fully informed concerning the matters causing the delay or default and the prospects of their ending.

Section 16: Mutual Indemnification. To the fullest extent permitted by law, the Parties shall indemnify, protect, defend and hold harmless each other and its and their past and present appointed and elected officials, commissioners, presidents/mayors and trustees, directors, agents, officers, representatives, attorneys, engineers, contractors, volunteers, successors or predecessors, and each Party's respective interest in any property, from and against any and all claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind, including, without limitation, orders, damages, judgments, fines, forfeitures, amounts paid in settlement, and attorneys' fees and litigation costs relating to, arising out of or alleged to have occurred in whole or in part in connection with this Agreement or the Interconnection or sought by or brought by persons or other third parties against either Party or both Parties relative to any matters covered by or arising out of this Agreement, except for any claims, obligations, liens, encumbrances, demands, liabilities, penalties, causes of action, and costs and expenses of any kind that arise solely from the negligent or willful acts or omissions of one Party.

Section 17: Compliance With The Law. The Parties to this Agreement shall comply with all applicable federal, state and local laws, rules and regulations in carrying out the terms and conditions of this Agreement, including the following:

- A. Certification. Each Party and its officers, corporate authorities, employees and agents certify that they are not barred from entering into this Agreement as a result of a violation of 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or 5/33E-6 (interference with contract submission and award by public official) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act) or as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by any unit of local government or the State, unless the Party is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax or the fee, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.* Each Party and its officers, corporate authorities, employees and agents further certify, by signing this Agreement, that the Party and its officers, corporate authorities, employees and agents have not been convicted of or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has either of the Parties and their officers, corporate authorities, employees and agents made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent or employee of the Parties been so convicted nor made such an admission.
- B. Non-Discrimination. Each Party and its officers, corporate authorities, employees and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Each Party maintains a written Sexual Harassment Policy in compliance with Section 2-105 of the Illinois Human Rights

Act (775 ILCS 5/2-105(A)(4)). Each Party certifies that it is an "Equal Opportunity Employer" as defined by Federal and State laws and regulations, and agrees to comply with the Illinois Department of Human Rights ("IDHR") Equal Opportunity Employment clause as required by the IDHR's Regulations (44 Ill. Admin. Code, 750.10). As required by Illinois law and IDHR Regulation, the Equal Opportunity Employment clause is incorporated by reference in its entirety as though fully set forth herein. Each Party certifies that it agrees to comply with the Prohibition of Segregated Facilities clause, which is incorporated by reference in its entirety as though fully set forth herein. See, Illinois Human Rights Act (775 ILCS 5/2-105). See also, Illinois Department of Human Rights Rules and Regulations (44 Ill. Admin. Code 750.10).

- C. Illinois Freedom of Information Act. The definition of a public record in the Freedom of Information Act (5 ILCS 140/1 *et seq.*) ("FOIA") includes a "public record that is not in the possession of a public body but is in the possession of a party with whom the agency has contracted to perform a governmental function on behalf of the public body and that directly relates to the governmental function and is not otherwise exempt under this Act." (5 ILCS 140/7(2)). Consequently, each Party must maintain and make available to the other Party, upon request, their public records relating to the performance of this Agreement in compliance with the requirements of the Local Records Act (50 ILCS 205/1 *et seq.*) and FOIA.

Section 18: Entire Agreement. This Agreement constitutes the entire understanding between MAYWOOD and BROADVIEW with respect to the subject matter contained herein, and supersedes any and all prior understandings and/or agreements between the Parties, whether written, oral or otherwise. Any and all representations, agreements, promises and/or understandings not expressly set forth herein are hereby null, void and of no legal effect.

Section 19: No Agency, Joint Venture or Partnership. Nothing in this Agreement is intended or shall be construed as establishing a relationship of agency, partnership or joint venture between the Parties hereto. Each Party hereto shall retain the sole right to control its own employees.

Section 20: Execution; Counterparts; Effective Date. This Agreement may be executed in any number of counterparts, with each counterpart deemed to be an original. This Agreement shall be effective on the date that the last signatory executes this Agreement.

Section 21. Exhibits. The following Exhibit is incorporated by reference into this Agreement and made a part hereof, as noted below:

- A. Plans And Specifications Of The Emergency Water Interconnection At 10th Avenue And Roosevelt Road Connecting Broadview's Twelve-Inch (12") Water Main Running North-South On The West Side Of 10th Avenue To Maywood's Eight-Inch (8") Water Main Running North-South Along 10th Avenue Plans And Specifications Prepared By Edwin Hancock Engineering Co., dated July, 2020 (incorporated by reference).

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Corporate Authorities of the VILLAGE OF MAYWOOD and the VILLAGE OF BROADVIEW, pursuant to authority granted by the adoption of Resolutions by their respective Boards of Trustees, have caused this Agreement to be executed by their respective Village Presidents and attested by their respective Clerks on the day and year below signed.

VILLAGE OF MAYWOOD,
an Illinois municipal corporation,

VILLAGE OF BROADVIEW,
an Illinois municipal corporation,

By: _____
Edwenna Perkins
Village President

By: _____
Katrina Thompson
Village President

Date: _____

Date: _____

ATTEST:

ATTEST:

Viola Mims, Village Clerk

Kevin McGrier, Village Clerk

Date: _____

Date: _____

Exhibit "1"

**PLANS AND SPECIFICATIONS OF
THE EMERGENCY WATER INTERCONNECTION AT
10TH AVENUE AND ROOSEVELT ROAD CONNECTING BROADVIEW'S TWELVE-INCH (12") WATER MAIN
RUNNING NORTH-SOUTH ON THE WEST SIDE OF 10TH AVENUE TO
MAYWOOD'S EIGHT-INCH (8") WATER MAIN RUNNING NORTH-SOUTH ALONG 10TH AVENUE
PLANS AND SPECIFICATIONS PREPARED BY EDWIN HANCOCK ENGINEERING CO. DATED JULY, 2020**

(incorporated herein by reference)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

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

RESOLUTION NO. 2020-25

**A RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF
AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MAYWOOD AND
THE VILLAGE OF BROADVIEW FOR CONSTRUCTION, OPERATION, INSPECTION AND
MAINTENANCE OF AN EMERGENCY WATER INTERCONNECTION
(Location: 10th Avenue and Roosevelt Road)**

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 18th day of August, 2020, at which meeting a quorum was present, and approved by the President of the Village of Maywood on the 18th day of August, 2020.

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

AYES: Mayor Perkins, Trustee(s) I. Brandon, M. Jones, A. Sanchez, K. Wellington, M. Lightford, N. Booker

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 19th day of August, 2020.

Viola Mims, Village Clerk

[SEAL]