

RESOLUTION NO. 18-23

A RESOLUTION APPROVING THE AUTHORIZATION AND APPROVAL OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EVANSTON AND THE MORTON GROVE-NILES WATER COMMISSION FOR THE CONSTRUCTION AND OPERATION OF AN INTERMEDIATE BOOSTER PUMP STATION ON PROPERTY COMMONLY ADDRESSED AS 2525 CHURCH STREET, EVANSTON IL. ON MWRDGC PROPERTY

WHEREAS, in 2017, the Morton Grove-Niles Water Commission ("MGNWC" or "Commission") was established by the Village of Morton Grove, a home rule Illinois municipal corporation ("Morton Grove"), and the Village of Niles, a home rule Illinois municipal corporation ("Niles"), by the adoption of ordinances pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) ("Division 135"). The establishing ordinances are Morton Grove Ordinance 17-5, which was adopted on March 13, 2017, and Niles Ordinance No. 2017-19, which was adopted on March 14, 2017. In order to accomplish the objectives set forth in the above-referenced Ordinances, Morton Grove and Niles also approved, under those same Ordinances, an intergovernmental agreement entitled, "Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers" (the "IGA"), to provide for the governance and operation of the MGNWC and to create the Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") to govern the MGNWC; and

WHEREAS, the MGNWC was established for purposes of constructing and operating a public water supply system (the "MGNWC System") consisting of water transmission mains, pumping, storage, and other related water delivery and receiving infrastructure between a connection point on the Evanston water system and existing water receiving points of Niles and Morton Grove (the "Project"); and

WHEREAS, the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC" or the "District") is the fee simple owner of real estate located within the North Shore Channel Park Area. The District desires to approve and enter into a document entitled "Easement Agreement" with the MGNWC, a copy of which is attached hereto as Exhibit A and made a part hereof, for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate a water distribution system pump station and related infrastructure improvements (electrical and mechanical components, pipes, valves, vaults and meters). The temporary construction easement areas and permanent easement areas are legally described in the attached Easement Agreement and will be imposed on three (3) portions of the District's real estate that are referred to as Parcel 3.04 and Parcel 3.02 (real estate located within the City of Evanston) and Parcel 3.05 (real estate located within the Village of Skokie) (collectively the "Easement Premises"); and

WHEREAS, the District has leased Parcel 3.04 ("the Shore Property") to the city of Evanston ("Evanston") and Evanston intends to develop the Shore Property for an athletic field, splash pad, picnic shelter, public restrooms, and parking lot. ("the Evanston Improvements"); and

WHEREAS, the District has approved an Easement Agreement with the MGNWC for the purposes of granting certain temporary construction easement rights and permanent easement rights to allow the MGNWC to construct and operate an Intermediate Pump Station ("IPS") and related infrastructure improvements on the Shore Property. Evanston has approved this easement and the MGNWC has approved or will approve the Easement Agreement pursuant to Resolution 18-

23; and

WHEREAS, Evanston and the MGNWC have negotiated an agreement entitled *MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EVANSTON AND THE MORTON GROVE-NILES WATER COMMISSION FOR THE CONSTRUCTION AND OPERATION OF AN INTERMEDIATE BOOSTER PUMP STATION ON PROPERTY COMMONLY ADDRESSED AS 2525 CHURCH STREET, EVANSTON IL. ON MWRDGC PROPERTY* (the "MOU") a copy of which is attached as **Exhibit A** which sets forth terms for the construction and operation of the IPS on the Shore Property; and

WHEREAS, the Board of Commissioners of the Morton Grove-Niles Water Commission has the authority to approve of and enter into the MOU pursuant to Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*, including 65 ILCS 5/11-135-1, *et seq.*), and find that entering into the MOU is in the best interests of the MGNWC and its members, the Village of Morton Grove and the Village of Niles.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE MORTON GROVE-NILES WATER COMMISSION, 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 Board of Commissioners of the Morton Grove-Niles Water Commission ("MGNWC Board") authorizes the approval of an agreement entitled *MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF EVANSTON AND THE MORTON GROVE-NILES WATER COMMISSION FOR THE CONSTRUCTION AND OPERATION OF AN INTERMEDIATE BOOSTER PUMP STATION ON PROPERTY COMMONLY ADDRESSED AS 2525 CHURCH STREET, EVANSTON IL. ON MWRDGC PROPERTY* for the purposes set forth in the MOU, attached hereto as **Exhibit A**. The MGNWC Board further authorizes and directs the Chair, the Clerk and the General Counsel, or their respective designees, to execute the final version of the MOU, which may contain certain non-substantive modifications that are approved by the Village Manager of Niles and the Village Administrator of Morton Grove, and to execute and deliver all other instruments and documents and pay all costs and fees that are necessary to fulfill MGNWC's obligations under the MOU.

SECTION 3: This Resolution shall be in full force and effect from and after its adoption and approval as provided by law.

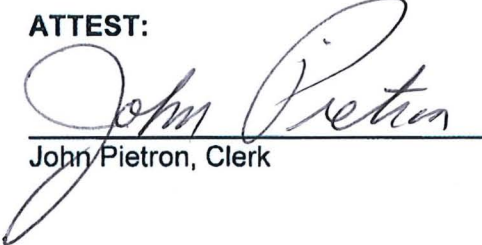
ADOPTED this 1st day of February 2018, pursuant to a roll call vote as follows:

AYES: John Pietron and Steven Vinezeano
NAYS: None
ABSENT: None (Cook County Appointee not appointed yet)

PASSED by the Board of Commissioners of the Morton Grove-Niles Water Commission, Cook County, Illinois on a roll call vote at a Regular Meeting thereof held on the 1st day of February 2018, and approved by the Chair, and attested by the Clerk on the same day.


Steven Vinezeano, Chair

ATTEST:


John Pietron, Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF EVANSTON AND THE MORTON GROVE-NILES WATER COMMISSION
FOR THE CONSTRUCTION AND OPERATION OF AN INTERMEDIATE BOOSTER PUMP
STATION ON PROPERTY COMMONLY ADDRESSED AS 2525 CHURCH STREET, EVANSTON
IL. ON MWRDGC PROPERTY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is dated the 20 day of February, 2018 (the "Effective Date"), and is made and entered into between the city of Evanston, an Illinois home rule municipal corporation and the Morton Grove-Niles Water Commission, an Illinois Water Commission ("the Parties").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government including the City of Evanston and the Morton Grove-Niles Water Commission to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act ("Act"), 5 ILCS 220/1, et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, the City of Evanston ("Evanston") owns and operates a public water system (the "Evanston Water System") capable of supplying Lake Michigan water to meet the full water requirements of the Villages of Morton Grove and Niles ("the Villages"); and

WHEREAS, in 2017, pursuant to Evanston Ordinance Number 5-O-17, Morton Grove Resolution Number 17-03 and Niles Resolution Number 2017-02R, Evanston, and the Villages entered into a Water Supply Agreement (the "Evanston WSA") which requires Evanston to supply the Villages their full water needs, or approximately 7 million gallons of water per day; and

WHEREAS, after the approval of the Evanston WSA, the Morton Grove-Niles Water Commission ("MGNWC"), was established pursuant to Morton Grove Ordinance 17-5 and Niles Ordinance No. 2017-19 to construct and operate a public water supply system (the "MGNWC Water System") to serve Morton Grove and Niles; and pursuant to the Evanston WSA, upon the creation of the MGNWC, all of the Villages' rights and obligations under the Evanston WSA were automatically assigned to, and assumed by the MGNWC; and

WHEREAS, the MGNWC Water System will consist of water transmission mains, an intermediate pump station, the Nagle pump station, a standpipe and other related infrastructure to transport water from the Evanston Water System at a point near the intersection of Emerson Street and McCormick Boulevard ("the Connection Point") to the Villages; and

WHEREAS, a critical component of the MGNWC Water System is an intermediate pumping station ("IPS") which must be constructed and operated within 5,000 feet of the Connection Point; and

WHEREAS, the MGNWC has determined that the IPS can be located in Evanston on a 2.58-acre parcel of property located north of Church Street, east of the North Shore Channel, south of Beck Park and west of McDaniel Avenue commonly known as 2525 Church Street, Evanston, Illinois (the "Shore Property"). The Shore Property is owned by the Metropolitan Water Reclamation District of Greater Chicago ("MWRDGC") and leased by Evanston; and

WHEREAS, Evanston intends to develop the Shore Property with the grading of an athletic field and the construction of a splash pad, picnic shelter, public rest rooms, and parking lot. ("the Evanston Improvements"). The Evanston Improvements will require the demolition of the existing school building and north parking lot; and expansion of the existing south parking lot. These uses and activities to be performed by Evanston, and all actions to be performed by Evanston pursuant to this MOU, were otherwise approved as more fully set forth in Ordinance 2-O-18, previously approved by the Evanston City Council; and

WHEREAS, subject to the approval of the MWRDGC, Evanston and the MGNWC have agreed that the IPS shall be constructed and operated on the Shore Property in accordance with the terms and conditions of this MOU; and

WHEREAS, Evanston and the MGNWC have determined that it is in their mutual best interests, and in furtherance of the public health, safety and welfare, to enter into this Memorandum of Understanding;

NOW THEREFORE, IN CONSIDERATION OF THE COVENANTS SET FORTH HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing Whereas clauses and all Exhibits referenced herein are incorporated into and made a part of this MOU.
2. If there is an inconsistency between the Evanston WSA and this MOU, this MOU shall be controlling. Except where specifically provided otherwise in this MOU, all terms and conditions of the Evanston WSA remain in full force and effect. This specifically includes, but is not limited to, sections 19.09 (No Third Party Beneficiaries) and 19.14 (No Separate Legal Entity; No Joint Venture or Partnership or Agency) of the WSA.
3. Evanston consents to the use of the Shore Property for the construction, maintenance and operation of the MGNWC IPS and the installation, maintenance and operation of two 24-inch diameter water supply lines and a fiber optic cable from the intersection of Lyons Street and McCormick Boulevard in Skokie to the IPS (the "Pipelines").
4. Location of IPS building.
 - a. The west wall of the IPS building will be located a minimum of 60 feet east of the existing channel fence line to maintain the minimum clearance from the channel edge of bank required by MWRDGC.
 - b. The south wall of the building will be located approximately 65 feet north of the south edge of the existing south parking area. This distance is provided to allow the widening of the parking area to the north in the future by Evanston to provide additional parking stalls.
5. Design of the IPS Building.
 - a. The design of the IPS building shall be substantially the same as illustrated in **Exhibit A and Exhibit B**.
 - b. The IPS building will be designed and constructed to include space for at least two public bathrooms and a mechanical room for the splash pad pumping and filtration equipment meeting the needs of Evanston. These facilities will occupy spaces as shown on the attached exhibits with the splash pad mechanical room located in the northeast corner of the building and the bathrooms located in the southeast corner of the building. These portions of the building will be fully isolated from the pumping station. There will be no wall penetrations between the Evanston occupied spaces and the MGNWC spaces. Exterior doors to the

bathrooms and splash pad mechanical room will be located on the east wall of the building. Evanston will, at its sole expense supply independent sources of water and electrical power to the public bathrooms and splash pad mechanical room.

c. The IPS building architecture will resemble the renderings shown in **Exhibit B**. The primary building materials shall be brick and block.

d. The IPS will be a one story building not exceeding 35 feet in height and with plan view dimensions that will not exceed 40 feet wide and 100 feet long orientated on a north-south axis. The building dimensions may vary for the above if the required bathroom/mechanical room facilities have space requirements that exceed the space provided.

e. The IPS engine generator will be natural gas powered and will be located in the north end of the building with the air intake louver on the north wall and the exhaust louver on the west wall. The engine muffler will be critical grade rated.

f. The IPS building will have exterior lights and security cameras and will not have windows. Access doors to the IPS will be located on the west and north side of the building.

g. The MGNWC shall submit preliminary design plans for the IPS building to Evanston within (7) seven days after the Effective date of this MOU. Evanston will advise the MGNWC of any requested additional adjustments to the building within a reasonable time after receipt, and also contingent upon that MGNWC completed all required design review by Evanston.

6. Within approximately six weeks after the Effective Date of this MOU, MGNWC will contract and pay for engineering services and construction work to demolish and remove the existing school building and north parking lot from the Shore Property. MGNWC is solely responsible for the means and methods of this work. Evanston will reimburse MGNWC for its reasonable costs associated with this work. The south parking lot will remain in its existing state until the park improvements are constructed by Evanston.

7. MGNWC will at its expense, install code compliant electrical and the plumbing connections and fixtures for the bathrooms and will make provisions such as floor openings and ducts for the future completion of the piping needed for the splash pad mechanical equipment. Drains and plumbing waste connections in the restrooms will be connected to the IPS wastewater removal system which will consist of a grinder pump station. MGNWC is solely responsible for the means and methods of this work. Evanston will reimburse the MGNWC for the cost to purchase and install the bathroom fixtures.

8. Evanston intends to construct the park improvements at some time in the near future. Evanston will provide the water supply and the electrical power needed for the bathrooms, splash pad mechanical room, and site lighting. Evanston will furnish and pay for the mechanical equipment required for the splash pad. Evanston will design, permit, construct, and pay for the south parking lot repaving and expansion. Except as specifically provided otherwise in this MOU, all Park Improvements will be designed and constructed by Evanston at its expense.

9. The MGNWC will at its expense design, construct and install the Pipelines using a combination of boring and jacking, directional drilling, and open cutting. The Pipelines will cross under the North Shore Channel to the north of the IPS building. The directional drilling pit will be located in a portion of the area to be occupied by the future athletic field. The excavation will be filled with compacted fill material to minimize future settlement. MGNWC is solely responsible for the means and methods of this work. MGNWC agrees to provide complete copies of all engineering, mechanical, and construction drawings to Evanston before the work in this paragraph commences. MGNWC agrees after this work is completed, if necessary, to perform at its expense all site clean-up and restoration activities at sites implicated by MGNWC's work. Site clean-up and restoration activities, if any, must comply with standards approved by Evanston and/or MWRDGC. Restoration work shall be limited to rough grading, seeding, and mulching to prevent erosion. Evanston will be responsible for the preparation of all grading plans and the preparation of the future

athletic field. After completing this work MGNWC will provide Evanston Drawings of Record of all construction work performed by MGNWC or its contractors within the Evanston leased property.

10. The MGNWC will, at its sole expense, procure all required easements from the MWRGC for the construction, operation and maintenance of the IPS and the Pipelines on the Shore Property. MGNWC agrees to provide copies to Evanston of all required easements required by this paragraph after they are recorded by MGNWC with Cook County.

11. MGNWC will, at its sole expense, procure any and all permits required from other governmental units for the construction and maintenance of the IPS and the Pipelines.

12. Evanston will assist MGNWC with the expeditious procurement of all easements and permits for the IPS and the Pipelines.

13. Evanston will procure all permits needed for the construction of the Park Improvements.

14. MGNWC will work with Evanston to minimize construction impacts on the adjacent neighborhood. MGNWC agrees to routinely provide complete information to Evanston regarding construction scheduling and impacts. MGNWC agrees to maintain its construction sites and construction mobilization areas in a neat, safe, and orderly condition.

15. Construction of IPS building and Pipeline is expected to commence in February, 2018 and will be essentially completed in calendar year 2018 with some restoration work to be finished in 2019.

16. The issues of maintenance of the IPS after construction of the IPS is completed, SCADA control, and subsequent supervision of IPS operations, will be subject to further negotiation by the parties and subsequent execution of a written MOU.

AGREED

The City of Evanston

By 
Wally Bobkiewicz, City Manager


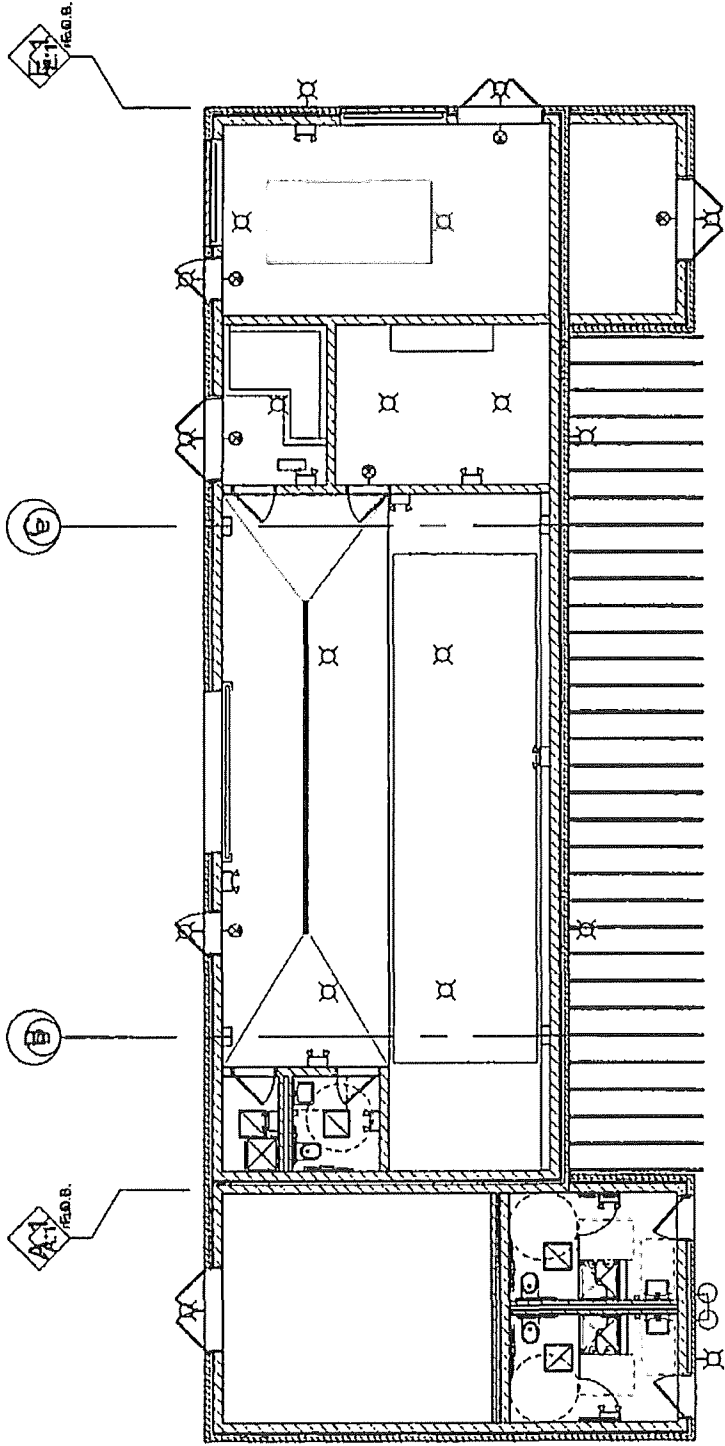
Attest: 
W. Grant Farrar,
Corporation Counsel

Exhibit A
Proposed IPS Building Floor Plan
(Attached)



OPTION 1

Exhibit B
Proposed IPS Building Architectural Rendering
(Attached)



