

RESOLUTION NO. 18-26

AUTHORIZING THE APPROVAL AND EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND THE VILLAGE OF SKOKIE FOR THE CONSTRUCTION AND OPERATION OF WATER TRANSMISSION MAINS AND RELATED FACILITIES WITHIN PUBLIC RIGHTS OF WAY

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, in order to construct the Project, the MGNWC must construct water transmission mains and related appurtenances and facilities within approximately four (4) miles of public rights-of-way within the Village of Skokie (Skokie); and

WHEREAS, as a condition of issuing a Right of Way Permit to the MGNWC, Skokie has required the MGNWC enter into a Memorandum of Understanding setting forth terms and condition for the construction of the Project within Skokie's rights of way, including the requirement that the MGNWC reimburse Skokie for certain costs and expenses incurred by Skokie and pay Skokie a right of way permit fee; 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.*).

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 a Memorandum of Understanding between the Morton Grove-Niles Water Commission and the Village of Skokie for the Construction and Operation of Water Transmission Mains and Related Facilities within Public Rights of Way ("MOU") for the

Exhibit A

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MORTON GROVE-NILES
WATER COMMISSION AND THE VILLAGE OF SKOKIE FOR THE CONSTRUCTION
AND OPERATION OF WATER TRANSMISSION MAINS AND RELATED FACILITIES WITHIN
PUBLIC RIGHTS OF WAY
(attached)**

purpose of securing a Right of Way Permit pursuant to the terms and conditions set forth in **Exhibit A**, including the payment of such fees and costs set forth in the MOU. 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.

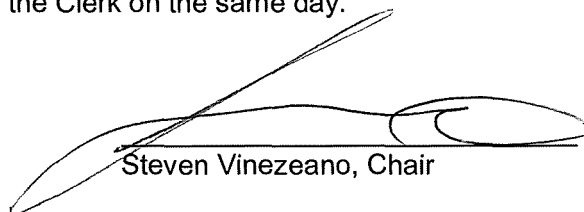
ADOPTED this 15th day of February 2018, pursuant to a roll call vote as follows:

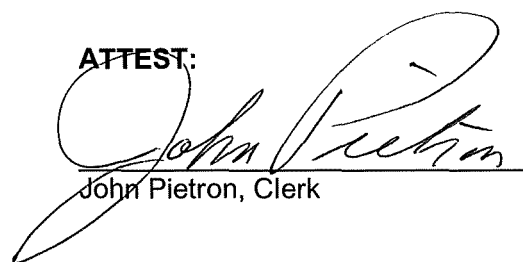
AYES: John Pietron and Steven Vinezeano

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 15th 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

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

CLERK'S CERTIFICATE

I, John Pietron, Clerk of the Morton Grove-Niles Water Commission, Cook County, State of Illinois, certify that the attached and foregoing is a true and correct copy of that certain Resolution now on file in my office, entitled:

RESOLUTION NO. 18-26

AUTHORIZING THE APPROVAL AND EXECUTION OF MEMORANDUM OF UNDERSTANDING BETWEEN THE MORTON GROVE-NILES WATER COMMISSION AND THE VILLAGE OF SKOKIE FOR THE CONSTRUCTION AND OPERATION OF WATER TRANSMISSION MAINS AND RELATED FACILITIES WITHIN PUBLIC RIGHTS OF WAY

which Resolution was passed by the Board of Commissioners of the Morton Grove-Niles Water Commission at a Regular Meeting held on the 15th day of February 2018, at which meeting a quorum was present.

I further certify that the vote on the question of the passage of said Resolution by the Board of Commissioners of the Morton Grove-Niles Water Commission was taken by Ayes and Nays and recorded in the minutes of the Board of Commissioners of the Morton Grove-Niles Water Commission, and that the result of said vote was as follows, to-wit:

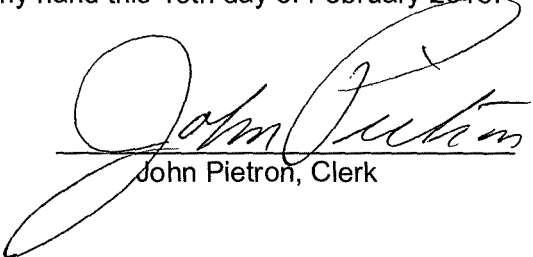
AYES: John Pietron and Steven Vinezeano

NAYS: None

ABSENT: None (Cook County Appointee not appointed yet)

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 this 15th day of February 2018.



John Pietron, Clerk

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
THE MORTON GROVE-NILES WATER COMMISSION AND THE VILLAGE OF SKOKIE
FOR THE CONSTRUCTION AND OPERATION OF WATER TRANSMISSION MAINS AND
RELATED FACILITIES WITHIN PUBLIC RIGHTS OF WAY**

THIS MEMORANDUM OF UNDERSTANDING ("MOU"), is dated the ___ day of _____, 2018 (the "Effective Date"), and is made and entered into between the Morton Grove-Niles Water Commission, an Illinois Water Commission and the Village of Skokie, an Illinois home rule municipal corporation located in Cook County, Illinois (the Parties).

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

WHEREAS, the Intergovernmental Cooperation 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 Morton Grove-Niles Water Commission (the MGNWC) is an Illinois Water Commission created pursuant to and governed by Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, et seq.). The MGNWC was created in 2017 by an intergovernmental agreement between the Villages of Morton Grove and Niles to construct and operate a public water supply system (the MGNWC Water System) to serve Morton Grove and Niles; and

WHEREAS, the MGNWC Water System requires MGNWC to construct water transmission mains and related appurtenances and facilities within approximately 4 miles of public rights-of-way within the Village of Skokie (Skokie) in order to transmit water from its supplier, the City of Evanston to receiving points in the Villages of Niles and Morton Grove (the Project).

WHEREAS, the MGNWC and Skokie have agreed that the portion of Project to be constructed within Skokie shall be constructed in accordance with the terms and conditions of this MOU; and

WHEREAS, the MGNWC and Skokie have determined that it is in each Party's mutual best interests, and in furtherance of the public health, safety and welfare of the residents of Morton Grove, Niles and Skokie, 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. **Recitals.** The foregoing Whereas clauses and all Exhibits referenced herein are incorporated into and made a part of this MOU.
2. **Commencement of Construction and Construction Progress.**
 - A. Provided Skokie has issued its Right of Way Permit to MGNWC, construction of the Project in Skokie shall commence within 10 days after MGNWC notifies Skokie that MGNWC is ready to commence construction. The Parties anticipate that construction of the Project shall commence on or about March 1, 2018 and shall be completed by August 31, 2019.
 - B. The anticipated progress for the installation of mainline pipe is 100 lineal feet per day with

roadway restoration following the installation of the mainline pipe and the service line restorations. Roadway restoration work will be completed within 30 days after each section of mainline pipe is successfully pressure tested. Mainline pipe testing will be conducted between system valve locations.

3. **Project Communication** Prior to any construction activities taking place, MGNWC shall, at its sole expense provide public information about the Project to Skokie residents which shall include:
 - A. An Open House to be conducted by MGNWC on February 15, 2018 at Skokie Park District – Oakton Community Center - 4701 Oakton St, Skokie, IL. MGNWC shall send a postcard invitation for the Open House to all Skokie residents.
 - B. MGNWC shall develop and provide Skokie residents with current information regarding the status of the Project until the construction of the Project is completed in Skokie.
 - C. MGNWC shall provide advance notice to all Skokie public school districts about construction information and scheduling information within the district to minimize impact to school and/or busing activities.
4. **Direct Reimbursement to Skokie.** MGNWC shall provide direct reimbursement to Skokie for its actual costs reasonably incurred to retain consultants for the following:
 - A. Review of MGNWC's construction drawings which is estimated to cost \$23,000.00;
 - B. Construction observation services for an estimated cost of \$216,000.00 with a refined amount determined within 60 days of the projects notice to proceed based on project needs and the construction schedule. The consultant retained by Skokie for construction observation services shall also be responsible for: (1) resident communications for the purposes of determining service line material type; (2) securing approval for the service line replacement work for lead water service replacements; and (3) keeping the lead service line replacement approval process ahead of the pavement construction crews; and (4) consultant is also responsible for inspection of existing sewer service laterals in place of videoing the lines; and
 - C. Utility locator, which may be a part-time Skokie employee at an estimated cost of \$50,000.00 with a refined amount determined within 60 days of the projects notice to proceed based on project needs and the construction schedule.
5. **Lead Line Replacement.**
 - A. MGNWC will offer each property owner of a lead line disturbed by the Project, the option to have MGNWC, at its expense, replace the existing lead line service with a copper water line from the service supply connection at the water main to the property water meter, generally located inside private homes and structures. (Lead Line Replacement Service). The Parties estimate that there are estimated 50 properties which will qualify for this replacement service.
 - B. Lead Line Replacement Service shall be limited to: (1) installing the new service line with like-size service line, with a 1.5" minimum and capping of existing service connection, (2) connecting the new service line to the existing water meter, (3) repairing any bare concrete basement floor or wall damaged during the pipe installation work, (4) cleaning up the work area within the house, and (5) removing all construction debris.
 - C. Lead Line Replacement Service shall not include, nor shall the MGNWC be required to pay for any costs to repair any damage or replace or restore any finished surfaces, shelves,

paneling or other interior improvements removed, damaged or otherwise affected by the Lead Line Replacement Service.

- D. Skokie will, at its expense, install new meters after the MGNWC work is completed.
 - E. The Village of Skokie only allows direct taps for non-ductile iron water services or on ductile iron water mains that are 12" and larger in diameter. For all other water mains, the Smith Blair 372 service saddle shall be used to connect a non-ductile iron water service.
6. **Sanitary Sewer Lateral Replacement.** All sanitary sewer laterals crossed by the proposed MGNWC water main shall be replaced as follows:
- A. On the non-sewer main side of the MGNWC trench, laterals will be replaced to the ROW
 - B. On the sewer main side of the MGNWC trench, laterals will be replaced to at least 10' beyond the MGNWC water main
 - C. MGNWC shall have Skokie Inspector and the MGNWC Inspector review the condition of the remaining lateral between the sewer main and 10' beyond the MGNWC water main
 - D. If the segment is free of cracks and separated joints, and at least 5' long, it shall not be replaced
 - E. If the segment contains any cracks or separated joints, is not appropriately connected to the sewer main or is less than 5' long, it shall be replaced up to the connection to the main
 - F. If the connection to the main is damaged, it will be replaced
7. **Attendance at Meetings.** The Skokie Engineering Director will be invited to attend a customary pre-construction meeting that will include the engineering and construction personnel who will manage and direct the Project, as well as all regular Project meetings.
8. **Pavement Resurfacing.** MGNWC agrees that it will grind and resurface the full width of the asphalt, or asphalt overlaid, streets upon which their main is routed and will replace a full lane width of concrete pavements.
9. **Performance and Warranty Bonds.** MGNWC agrees that it will not release or reduce the performance and warranty bonds provided by the Contract 1, 2 and 10 contractors without prior approval by Skokie.
10. **Project Construction Conditions.**
- A. **Traffic Controls.** Traffic detours shall be pre-approved by Skokie staff. All temporary "No Parking" signage shall conform with Skokie's standards and shall be pre-approved by Skokie staff.
 - B. Mainline trenches shall be backfilled to grade or fully covered with metal trench covers suitable for traffic at the conclusion of each day.
 - C. MGNWC shall be responsible for snow removal on roadway sections containing open trenches. Snow removal will take place as is customary and reasonable, and at the direction of Skokie.

- D. MGNWC will survey the location and elevation of Skokie infrastructure exposed by excavation along the route and shall share such survey work with Skokie.
 - E. Construction activities will be consistent with the project specifications and plans submitted for review to the Village of Skokie with modifications accomplished with proper notification and review evaluation.
 - F. MGNWC shall be responsible for street sweeping services as needed and customary for a construction site.
 - G. Inactive water and sanitary services can be abandoned at their respective mains instead of being replaced as if they are active.
11. **Emergency Connection.** MGNWC and the Village will develop one emergency water delivery connection between their respective systems providing a mutual benefit to the parties in the event water delivery is disrupted due to failures in either party's system.
12. **ROW Permit Fee.** As mutually agreed, the MGNWC will pay a \$400,000 permit fee to the Village of Skokie within 90 days of the issuance of MGNWC construction bonds and will establish an escrow account of \$250,000 to be utilized and managed per Attachment A.

AGREED

The Village of Skokie

By _____
John Lockerby, City Manager

Attest

BY _____
Village Clerk, Pramod C. Shah

The Morton Grove-Niles Water Commission

By _____
Steven Vinezeano, Chair

Attest

BY _____
John Pietron, Clerk