



Memorandum

To: Honorable Mayor and Members of the City Council
Administration and Public Works Committee

From: W. Grant Farrar, Corporation Counsel

Subject: Resolution 9-R-18, Authorizing the Execution and Approval of A
Memorandum of Understanding between the City and the Morton
Grove/Niles Water Commission

Date: February 12, 2018

Recommended Action:

Staff recommends City Council adoption of Resolution 9-R-18, authorizing the approval and execution of the attached Memorandum of Understanding (MOU) between the City of Evanston and the Morton Grove-Niles Water Commission (MGNWC) for the construction and operation of an intermediate booster pump station located at 2525 Church Street.

Livability Benefits:

Innovation & Process: Support local government best practices and processes.

Summary:

Following the execution in 2017 of the City of Evanston water supply agreement with new wholesale water customers, the Villages of Niles and Morton Grove, the 2 villages formed a water commission to assume the rights and obligations of Niles and Morton Grove. The new entity is called the Morton Grove-Niles Water Commission.

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. 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. 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

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. 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, which at this time are \$12,160.

The south parking lot will remain in its existing state until the park improvements are constructed by Evanston. 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. 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.

Approval of the proposed MOU will ensure the City's anticipated delivery of wholesale water to new customer MGNWC stays on schedule commencing at the beginning of 2019.

Attachments:

Resolution 9-R-18 and MOU

Beck Park Expansion – Concept Plan/Map

9-R-18

A RESOLUTION

AUTHORIZING THE APPROVAL AND EXECUTION 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 LOCATED AT 2525 CHURCH STREET

WHEREAS, in 2017, the corporate authorities of the City of Evanston (“Evanston”), the Village of Morton Grove (“Morton Grove”) and the Village of Niles (“Niles”) each adopted an ordinance or resolution that authorized the approval and execution of an agreement entitled “Water Supply Agreement Between The City Of Evanston And The Village Of Morton Grove And The Village Of Niles” (the “Water Supply Agreement”). The respective ordinance and resolutions approving the Water Supply Agreement are identified as follows: Evanston approved Ordinance Number 5-O-17 on February 13, 2017; Morton Grove approved Resolution Number 17-03 on January 23, 2017; and Niles approved Resolution Number 2017-02R on January 24, 2017; and

WHEREAS, after the approval of the Water Supply Agreement, the Morton Grove-Niles Water Commission (“MGNWC” or “Commission”) was established by an intergovernmental agreement approved by Morton Grove and 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”), Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*) 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 MGNWC 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. Evanston and the MGNWC determined it is necessary to enter into a Memorandum of Understanding ("MOU") regarding the IPS construction and operation; 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 ("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, the Mayor and City Council of the City of Evanston have the authority to enter into this MOU pursuant to Evanston's home rule powers as provided by 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.*), and the City Council finds that approving and entering into the MOU is in the best interests of the City of Evanston.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS:

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 City Council of the City of Evanston authorizes the approval of the attached form 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**", attached hereto as Exhibit "A". The City Council of the City of Evanston authorizes and directs the City Manager to execute the MOU in a form approved by the Corporation Counsel, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Evanston's obligations

under the MOU. This includes reimbursing MGNWC \$12,160 for demolition of the Shore Property and related activities, as provided for in Section 6 of the MOU.

SECTION 3: This Resolution 9-R-18 shall be in full force and effect from and after its passage and approval in the manner provided by law.

Stephen H. Hagerty, Mayor

Attest:

Approved as to form:

Devon Reid, City Clerk

W. Grant Farrar, Corporation Counsel

Adopted: February 12, 2018

Exhibit "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**