

RESOLUTION NO. 2019-R-9

**A RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN THE VILLAGE OF WILMETTE AND THE WILMETTE PARK DISTRICT
FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF
STORMWATER IMPROVEMENTS ON CERTAIN PARK DISTRICT OWNED
PROPERTIES**

WHEREAS, the Village President and Board of Trustees of the Village of Wilmette, Cook County, Illinois (“Wilmette”), find that Wilmette is a home rule municipal corporation as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois and, pursuant to said constitutional authority, may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, the Village Board finds that it is necessary, convenient and in the best interests of the residents of the Village of Wilmette to enter into a Memorandum of Understanding (“MOU”) by and between the Village of Wilmette and the Wilmette Park District for the construction, operation, and maintenance of stormwater improvements on certain park district owned properties; a copy of which is attached hereto as Exhibit A;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Wilmette as follows:

SECTION ONE: The above recitals are incorporated into this section one as if fully set forth.

SECTION TWO: The MOU attached as Exhibit A is hereby approved.

SECTION THREE: The Village President is authorized to execute the MOU. Prior to executing the MOU, the Village President is authorized to make changes to the form of the MOU in his discretion.

SECTION FOUR: The Village President and the Village Manager are authorized to take

any action necessary to carry out the purpose of this Resolution and this Resolution shall be in full force and effect from and after its passage.

SECTION FIVE: This Resolution shall be in full force and effect from and after its passage.

ADOPTED on **August 27, 2019**, pursuant to the following roll call vote:

AYES: **None.**

NAYS: **None.**

ABSTAIN: **None.**

ABSENT: **None.**

Village Clerk

Approved on **August 27, 2019.**

Village President

Attest:

Village Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

MEMORANDUM OF UNDERSTANDING
(Village of Wilmette – Wilmette Park District)

This Memorandum of Understanding (“MOU”) is entered into as of this _____ day of August, 2019, by and between THE VILLAGE OF WILMETTE, (“Village”), an Illinois municipal corporation and home rule unit, and WILMETTE PARK DISTRICT (“Park District”), an Illinois park district and unit of local government. The Village and Park District are hereinafter sometimes referred to individually as “Party” and collectively as the “Parties”.

WHEREAS, the Village has determined that it is in the best interests of the health, safety, and welfare of its residents and the general public to construct, maintain, and operate, within the corporate boundaries of the Village, a series of underground storm water reservoirs, piping, and other apparatuses (collectively, “Storage Reservoirs”), for the purpose of managing and storing excess surface storm water in an effort to decrease surface flooding throughout the Village (“Project”); and

WHEREAS, the Village performed a significant amount of due diligence, including consultation with certain third-party consultants, to evaluate the efficacy of the Project and to identify potential locations for the Storage Reservoirs; and

WHEREAS, the Village identified certain portions of Park District property, namely, Community Playfield, Thornwood Park, and Hibbard Park (collectively referred to as the “Locations”), as suitable locations for the installation and operation of the Storage Reservoirs, and requested permission from the Park District for access to and use of the Locations to help facilitate the Project; and

WHEREAS, the Parties also held numerous public meetings to discuss the Project, the Storage Reservoirs, and the Locations, and to receive input from their respective residents and the general public with respect to same; and

WHEREAS, the Parties have determined that it is in the best interests of their respective residents, as well as the public generally, to proceed with the Project, including the installation and operation of the Storage Reservoirs at the Locations; and

WHEREAS, the Parties acknowledge and agree that there will be a detailed intergovernmental agreement, or series of intergovernmental agreements, entered into between the Parties on a future date that will provide the specific terms and conditions governing the Project and, in particular, the installation and operation of the Storage Reservoirs at the Locations; and

WHEREAS, this MOU is intended to provide the Parties with assurances with respect to the Locations where the Storage Reservoirs will be placed, as well as a general idea of the footprints of the Storage Reservoirs at the Locations prior to the Village incurring any substantial costs for the Project; and

WHEREAS, once this MOU is executed, the Village intends to continue progress on the Project by engaging third party vendors to provide the final engineering design and plans for the Project, at which time the Village will begin to incur substantial costs for the Project; and

WHEREAS, an intergovernmental agreement is appropriate and such an agreement is authorized and encouraged by Article 7, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.); and

WHEREAS, the Village, by virtue of its powers as a home rule unit of government as provided in Article VII, Section 6 of the 1970 Constitution of the State of Illinois, and Park District, by virtue of its powers set forth in Sections 8-1 and 8-11 of the Park District Code (70 ILCS 1205/8-1 and 8-11), are authorized to enter into this MOU.

NOW THEREFORE, in consideration of the promises herein contained, the Parties agree as follows:

1. RECITALS. Each of the foregoing recitals and findings are hereby made a part of this MOU and are incorporated by reference as if set forth verbatim herein.
2. GRANT OF AN EASEMENT. Upon the successful negotiation and execution of one or more intergovernmental easement agreements with terms and conditions acceptable to the Parties, the Park District shall grant the Village certain non-exclusive easements and certain temporary construction easements to allow the Village to install, operate and maintain the Storage Reservoirs at the Locations, and to otherwise facilitate completion of the Project. The specific details of the easements contemplated by this MOU shall be provided in one or more intergovernmental agreements between the Parties to be negotiated and executed at a later date.
3. LOCATIONS. Upon the successful negotiation and execution of one or more intergovernmental easement agreements with terms and conditions acceptable to the Parties, the Village shall be allowed to construct, maintain and operate the Storage Reservoirs upon the Park property as specifically provided for in this MOU and as provided for in writing in any subsequent agreements. The Project shall substantially conform to the footprints provided for in the following Exhibits:
 - a. Community Playfield: The portion of the Project to be commenced at Community Playfield shall be located within the area shown in red on the attached Exhibit A.
 - b. Hibbard Park: The portion of the Project to be commenced at Hibbard Park shall be located within the area shown in red on the attached Exhibit B.
 - c. Thornwood Park: The portion of the Project to be commenced at Thornwood Park shall be located within the area shown in red on the attached Exhibit C.
4. VILLAGE OBLIGATIONS.

The Village shall construct the Storage Reservoirs and restore the Locations at no cost to the Park District in the manner as mutually agreed upon between the Parties at a later date and memorialized in one or more intergovernmental agreements.

5. LAW GOVERNING.

The laws of the State of Illinois shall govern the terms of this Agreement both as to interpretation and performance.

6. CAPTIONS AND PARAGRAPH HEADINGS.

Captions and paragraph headings are for convenience only and are not a part of this Agreement and shall not be used in construing it.

7. NOTICES.

All notices provided for herein shall be served upon the Parties by personal delivery, email, fax or Certified United States mail, return receipt requested, at the following locations, or at such other location or locations as the Parties may from time to time designate in writing:

Notice to Park District:

Executive Director
Wilmette Park District
1200 Wilmette Avenue
Wilmette, IL 60091

Notice to Village:

Village Manager
Village of Wilmette
1200 Wilmette Avenue
Wilmette, IL 60091

Notices shall be deemed given when received by the Party to whom it was sent.

8. COUNTERPARTS.

This Agreement may be executed in counterparts that, taken together, will be effective as if they were a single document. Signatures transmitted by a .pdf file or facsimile shall be treated as originals.

9. ENTIRE AGREEMENT.

This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect, and any modifications to this Agreement must be in writing and must be signed by all Parties to this Agreement.

Agreed to:

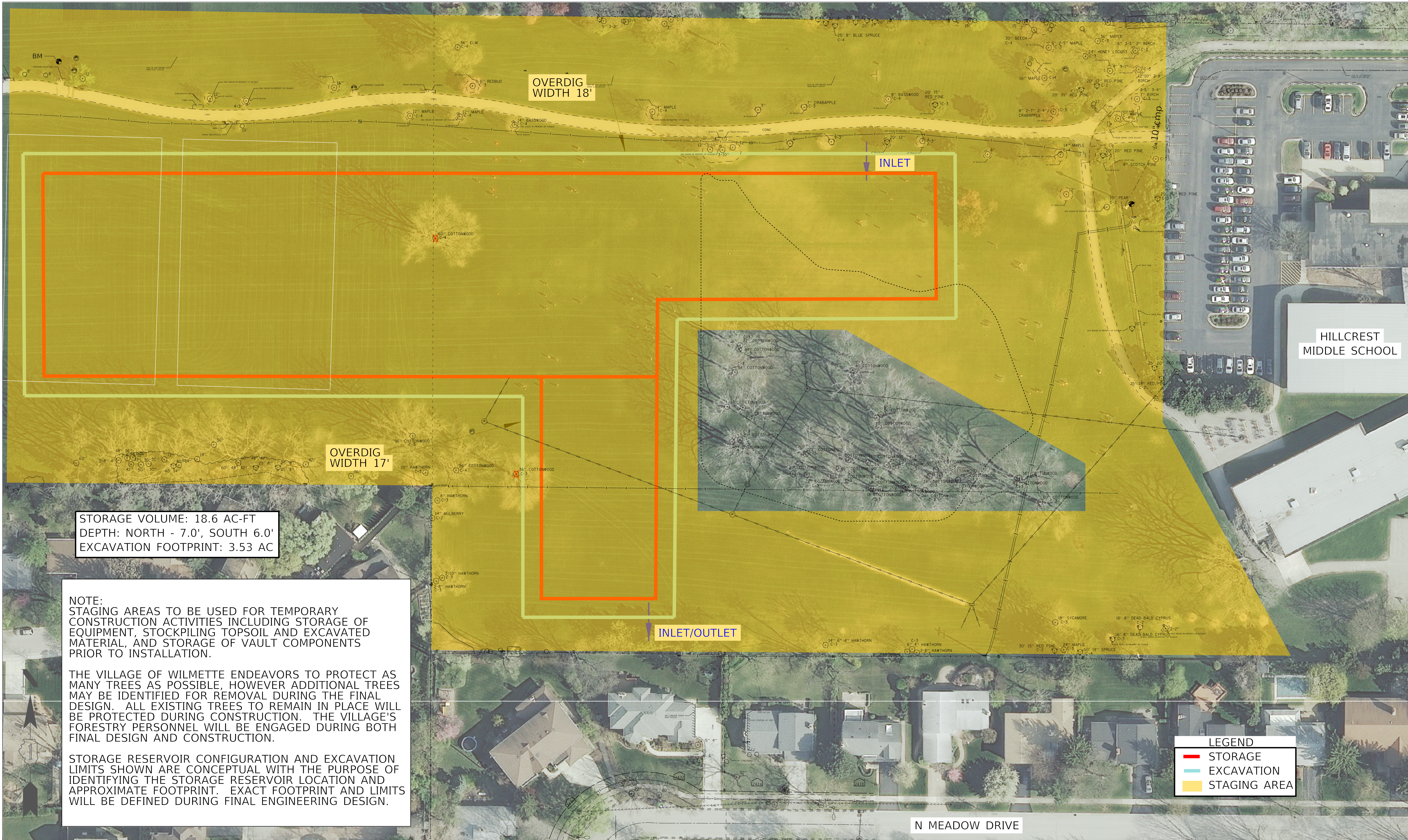
VILLAGE OF WILMETTE

WILMETTE PARK DISTRICT

Robert T. Bielinski,
Village President

By: _____
President, Board of Park Commissioners

Attest: _____
Secretary, Board of Park Commissioners



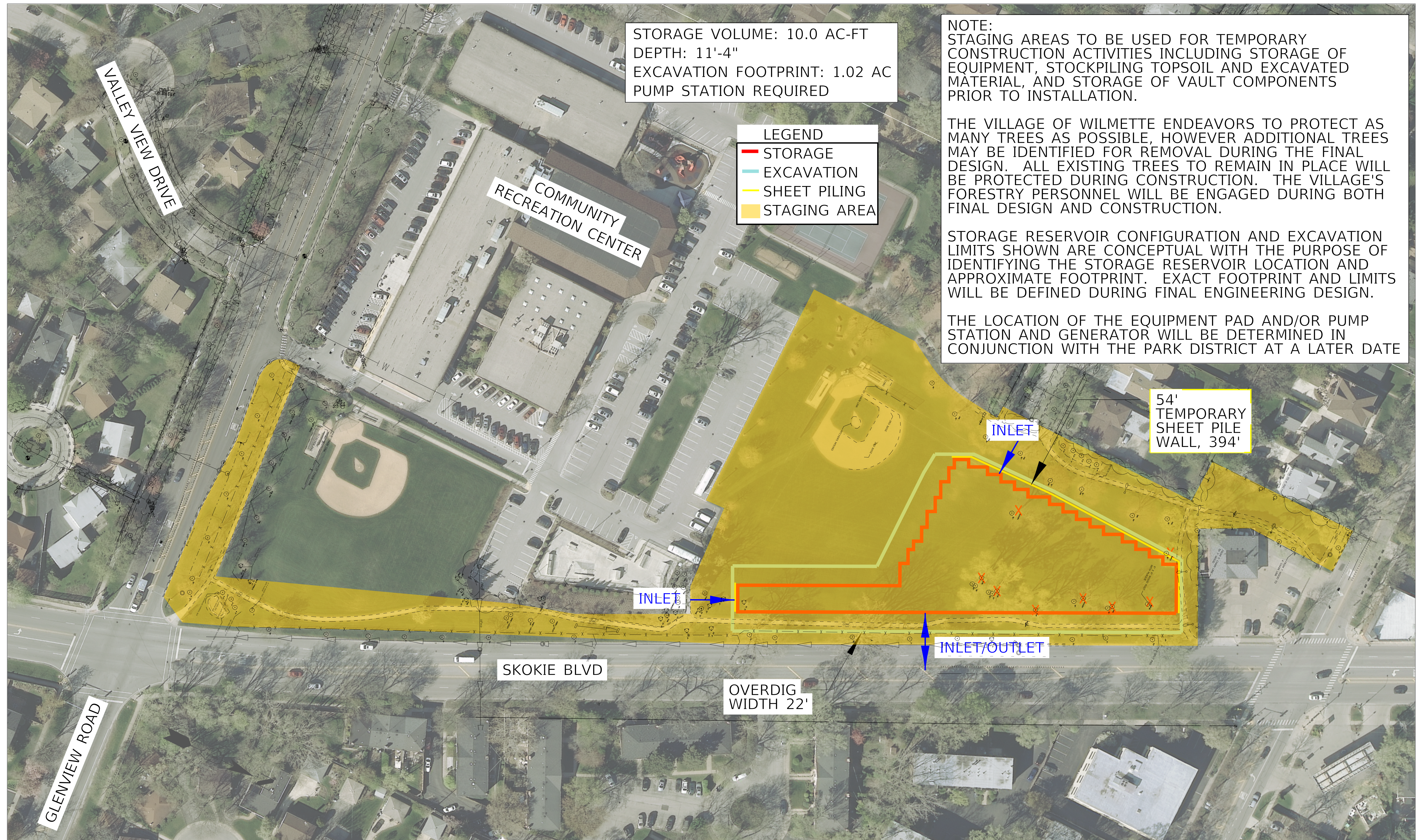
STORAGE VOLUME: 18.6 AC-FT
DEPTH: NORTH - 7.0', SOUTH 6.0'
EXCAVATION FOOTPRINT: 3.53 AC

NOTE:
STAGING AREAS TO BE USED FOR TEMPORARY
CONSTRUCTION ACTIVITIES INCLUDING STORAGE OF
EQUIPMENT, STOCKPILING TOPSOIL AND EXCAVATED
MATERIAL, AND STORAGE OF VAULT COMPONENTS
PRIOR TO INSTALLATION.

THE VILLAGE OF WILMETTE ENDEAVORS TO PROTECT AS
MANY TREES AS POSSIBLE, HOWEVER ADDITIONAL TREES
MAY BE IDENTIFIED FOR REMOVAL DURING THE FINAL
DESIGN. ALL EXISTING TREES TO REMAIN IN PLACE WILL
BE PROTECTED DURING CONSTRUCTION. THE VILLAGE'S
FORESTRY PERSONNEL WILL BE ENGAGED DURING BOTH
FINAL DESIGN AND CONSTRUCTION.

STORAGE RESERVOIR CONFIGURATION AND EXCAVATION
LIMITS SHOWN ARE CONCEPTUAL WITH THE PURPOSE OF
IDENTIFYING THE STORAGE RESERVOIR LOCATION AND
APPROXIMATE FOOTPRINT. EXACT FOOTPRINT AND LIMITS
WILL BE DEFINED DURING FINAL ENGINEERING DESIGN.

LEGEND
— STORAGE
— EXCAVATION
— STAGING AREA



STORAGE VOLUME: 10.0 AC-FT
DEPTH: 11'-4"
EXCAVATION FOOTPRINT: 1.02 AC
PUMP STATION REQUIRED

- LEGEND
- STORAGE
 - EXCAVATION
 - SHEET PILING
 - STAGING AREA

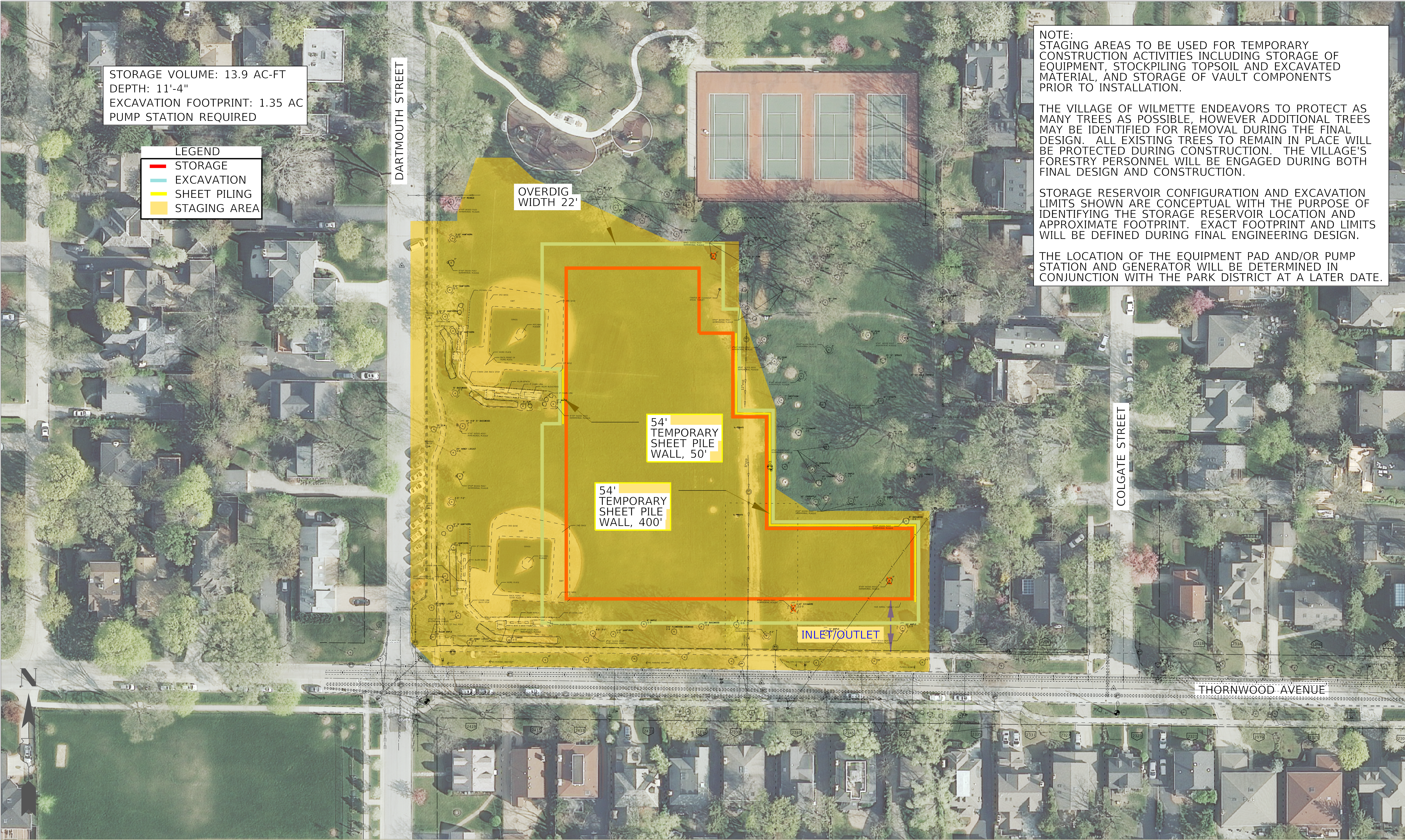
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STORAGE RESERVOIR CONFIGURATION AND EXCAVATION LIMITS SHOWN ARE CONCEPTUAL WITH THE PURPOSE OF IDENTIFYING THE STORAGE RESERVOIR LOCATION AND APPROXIMATE FOOTPRINT. EXACT FOOTPRINT AND LIMITS WILL BE DEFINED DURING FINAL ENGINEERING DESIGN.

THE LOCATION OF THE EQUIPMENT PAD AND/OR PUMP STATION AND GENERATOR WILL BE DETERMINED IN CONJUNCTION WITH THE PARK DISTRICT AT A LATER DATE

54'
TEMPORARY
SHEET PILE
WALL, 394'



STORAGE VOLUME: 13.9 AC-FT
DEPTH: 11'-4"
EXCAVATION FOOTPRINT: 1.35 AC
PUMP STATION REQUIRED

- LEGEND
- STORAGE
 - EXCAVATION
 - SHEET PILING
 - STAGING AREA

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