

ACTION ITEM

Date: December 16, 2019

To: Members, Board of Education

From: Dr. Kari Cremascoli, Ph.D.,
Superintendent

Subject: Memorandum of Understanding (MOU)

PROPOSED ACTION BY THE BOARD OF EDUCATION

Motion to approve the Memorandum of Understanding (MOU) with the Village of Wilmette.

BACKGROUND

As discussed by the Board of Education at its October Committee of the Whole Meeting, during a Special Meeting of the Board of Education held on December 2, 2019 and at its December Committee of the Whole Meeting, the Village of Wilmette is planning a variety of storm water projects throughout the Village, including a large project that is planned for the Community Playfields behind Highcrest Middle School. 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 a series of underground storm water reservoirs, piping, and other apparatuses for the purpose of managing and storing excess surface storm water in an effort to decrease surface flooding throughout the Village. The Village identified specific portions of Park District property, including Community Playfield, as a suitable location for the installation and operation of a large Storage Reservoir. This project is being planned to occur between April 2020-April 2021. The Village requests a temporary and permanent easement through the Highcrest School parking lot to obtain access to Community Playfield to construct the project. Furthermore, the Village is willing to work in partnership with District 39 to ensure the safe, efficient and minimally disrupted full operations of the school and to restore all portions of the school district property to its current or better condition. The Board of Education is willing to consider a formal Intergovernmental Agreement to detail this specific partnership and the requested easement, while recognizing its interest to ensure no loss of operation of the school and that its full and complete educational program will be provided in a safe and efficient manner with minimal disruption and without additional costs to the School District due to the Village project. Approval of this Memorandum of Understanding conveys the commitment of the Board to Education to work toward the development and finalization of an Intergovernmental Agreement (IGA) to provide for an easement as well as the ongoing full and safe operations of the school district. This IGA will be considered for approval on February 24, 2020, or as soon as mutually agreeable terms may be reached.

Recommended for approval by the Board of Education



Kari Cremascoli, Ph.D.
Superintendent of Schools

MEMORANDUM OF UNDERSTANDING

(Village of Wilmette – Wilmette Public Schools District 39)

This Memorandum of Understanding (“MOU”) is entered into as of this _____ day of _____, 2020, by and between THE VILLAGE OF WILMETTE, (“Village”), an Illinois municipal corporation and home rule unit, and the BOARD OF EDUCATION OF WILMETTE PUBLIC SCHOOLS DISTRICT 39 (“School District”), an Illinois School District and unit of local government. The Village and School 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 third-party consultants, to evaluate the efficacy of the Project and to identify potential locations for the Storage Reservoirs; and

WHEREAS, the Village identified specific 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 Village 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 Village has 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 School District owns Highcrest Middle School which is located at 569 Hunter Road, Wilmette, IL 60091 (“Subject Property”), which is adjacent and directly contiguous to Community Playfield; and

WHEREAS, the Village desires to construct a new stormwater sewer entering the Subject Property at Hunter Road and located through the parking lot upon the Subject Property to Community Playfield (“Stormwater Sewer”); and

WHEREAS, the Village desires to obtain access to Community Playfield through the Subject Property to construct the Project at Community Playfield; and

WHEREAS, the Parties acknowledge and agree that the stated intent is to work toward an IGA that will be approved by the School District provided its needs are well-addressed, such intergovernmental agreement to be entered into between the Parties on a future date that will provide the specific terms and conditions governing the Project and, in particular, the access of the Subject Property for purposes of the installation and operation of the Storage Reservoir at Community Playfield; and

WHEREAS, this MOU is intended to provide the Parties with assurances with respect to the mutually agreed upon use of the Subject Property for the purpose of the construction of the Project at Community Playfield; 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 School District, by virtue of its powers set forth in Section 5-30 of the School District Code (105 ILCS 5/5-30), are authorized to enter into this MOU; and

WHEREAS, the interest of the School District is to ensure no loss of operation of the Subject Property and that its full and complete educational program will be provided in a safe and efficient manner with minimal disruption and without additional costs to the School District due to the Project.

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 an intergovernmental easement agreement with terms and conditions acceptable to the Parties, the School District shall grant the Village a non-exclusive easement to install, operate and maintain the relevant portion of the Stormwater Sewer at the Subject Property and a temporary construction easement to allow the Village to use the Subject Property for purposes of temporary access to Community Playfield for purposes of constructing the portion of the Project and the Storage Reservoir relevant to Community Playfield and for the purpose of restoring the Subject Property to pre-construction conditions. The specific details of the easements contemplated by this MOU shall be provided in an intergovernmental agreement between the Parties to be

considered and approved by February 24, 2020, or as soon as mutually agreeable terms may be reached.

3. LOCATIONS. Upon the successful negotiation and execution of an intergovernmental easement agreement with terms and conditions acceptable to the Parties, the Village shall be allowed to install, operate and maintain the relevant portion of the Stormwater Sewer at the Subject Property and a temporary construction easement to allow the Village to use the Subject Property for purposes of temporary access to Community Playfield for purposes of constructing the portion of the Project and the Storage Reservoir relevant to Community Playfield as specifically provided for in this MOU and as provided for in writing in any subsequent agreement. The Project shall substantially conform to the footprints and the provisions provided for in the following Exhibits:

- a. Construction access, location of construction and easements and terms and conditions of construction attached as Exhibits AA, BB, and CC. The parties hereto fully acknowledge that the attached Exhibits are in draft format and are in no way to be understood as the final diagrams for access, location of construction, or easements, and do not contain the final terms and conditions of construction.

4. VILLAGE OBLIGATIONS.

The Village shall construct the Stormwater Sewer and be granted access to the Subject Property and restore the Subject Property at no cost to the School District in the manner as mutually agreed upon between the Parties at a later date and memorialized in an intergovernmental agreement.

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 School District:

Notice to Village:

Superintendent
Wilmette Public Schools District 39
615 Locust Road
Wilmette, IL 60091

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

BOARD OF EDUCATION OF WILMETTE PUBLIC
SCHOOL DISTRICT 39

Robert T. Bielinski,
Village President

By: _____
Lisa Schneider-Fabes
President, Board of Board of Education

EARLY ACCESS CONSTRUCTION PHASING

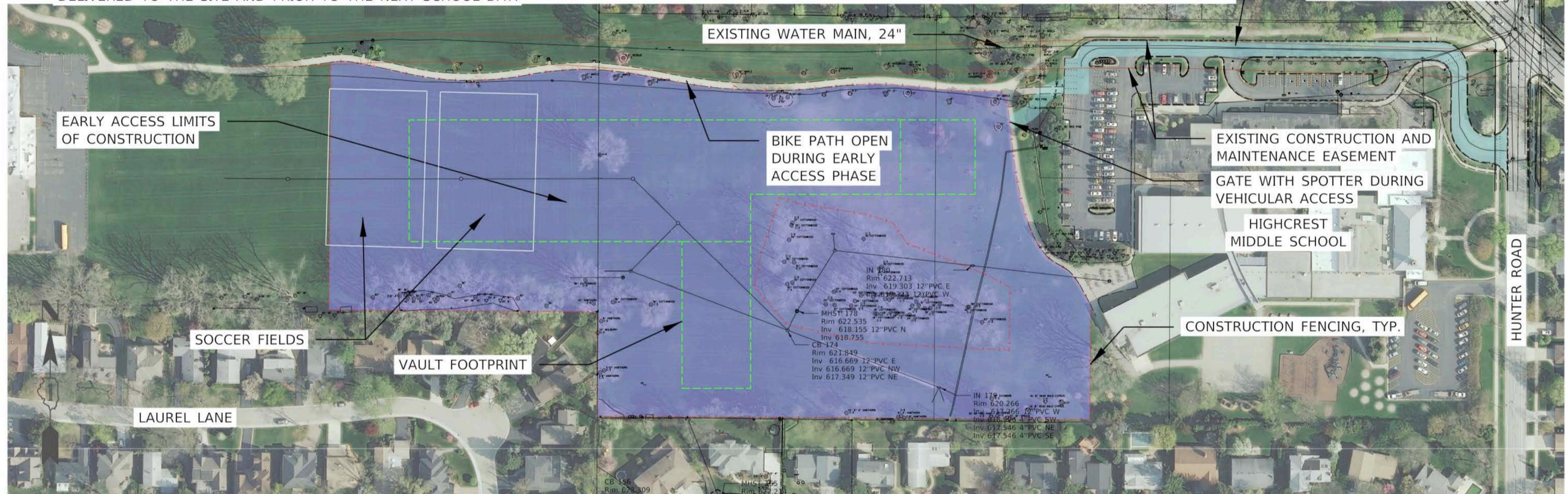
- ALLOWED BETWEEN APRIL 6, 2020 AND JUNE 18, 2020 OR SOONER WITH APPROVAL FROM SD39, PENDING SNOW DAYS.
- UTILIZE EXISTING PARKING LOT (UPPER DRIVE AISLE) FOR CONSTRUCTION ACCESS ONLY BEFORE 7 AM, AFTER 4:30 PM AND ON WEEKENDS, ALL WITH ADVANCE NOTICE AND PERMISSION FROM THE SD.
- UTILIZE EXISTING PARKING LOT (UPPER DRIVE AISLE) FOR CONSTRUCTION WORKER ACCESS DURING THE SCHOOL DAY FOR INTERMITTENT USAGE. THESE ARE PASSENGER CARS AND WORKER VEHICLES. NO ACCESS DURING SCHOOL PICKUP AND DROP-OFF TIMES DEFINED AS BETWEEN 7 AM AND 9:15 AM AND BETWEEN 2:45 PM AND 4:30 PM.
- ANY WORK ON SCHOOL DISTRICT PROPERTY DURING THIS STAGE WILL REQUIRE ADVANCE NOTICE AND APPROVAL BY THE SCHOOL DISTRICT.
- BIKE PATH WILL REMAIN OPEN DURING EARLY ACCESS.
- VILLAGE'S CONTRACTOR WILL SUPPLY A SPOTTER AT THE INTERSECTION OF THE ENTRANCE TO THE WORK ZONE AND BIKE PATH WHEN VEHICLES CROSS THE PATH.
- PROTECTION OF EXISTING WATER MAIN CONSISTING OF TEMPORARY WOOD ACCESS MATTING DURING EARLY ACCESS WILL BE NECESSARY AS HEAVY EQUIPMENT IS BROUGHT IN TO THE WORK ZONE PER THE TERMS AND CONDITIONS OF THIS AGREEMENT. VILLAGE WILL COORDINATE WITH THE SCHOOL DISTRICT ON THE TIMING OF THIS ACTIVITY, WHICH WILL BE SCHEDULED OVER A WEEKEND. THE ACCESS MATS ARE TEMPORARY AND WILL BE REMOVED IMMEDIATELY AFTER THE HEAVY EQUIPMENT IS DELIVERED TO THE SITE AND PRIOR TO THE NEXT SCHOOL DAY.

GENERAL CONSTRUCTION NOTES FOR COMMUNITY PLAYFIELD

- WORK ZONE COMPLETELY FENCED OFF WITH A DOUBLE CONSTRUCTION FENCING - TEMPORARY CONSTRUCTION FENCE IN FRONT OF 8-FOOT CHAIN LINK FENCE WITH SCREENING.
- SITE SECURED AT THE END OF EACH WORK DAY.
- CONSTRUCTION ANTICIPATED 7 DAYS A WEEK WITH EXTENDED HOURS AS APPROVED BY THE VILLAGE BOARD.
- VILLAGE TO TAKE EVERY REASONABLE PRECAUTION TO PROTECT THE SD'S FIBER LINE THAT RUNS ALONG THE SOUTH END OF THE BIKE PATH.
- VILLAGE TO ADD PROVISIONS FOR SUPPLEMENTAL SITE WATERING, IF NECESSARY, TO CONTROL DUST DURING CONSTRUCTION.
- COMMUNITY PLAYFIELD WITHIN THE CONSTRUCTION ZONE WILL BE OUT OF USE UNTIL SPRING 2021 TO ALLOW THE SOD TO TAKE.
- ALL CONTRACTOR VEHICLES WILL BE PARKED INSIDE THE FENCED WORK ZONE.



CONSTRUCTION ACCESS THROUGH EXISTING DRIVEWAY ONLY.



EARLY ACCESS LIMITS OF CONSTRUCTION

EXISTING WATER MAIN, 24"

BIKE PATH OPEN DURING EARLY ACCESS PHASE

EXISTING CONSTRUCTION AND MAINTENANCE EASEMENT

GATE WITH SPOTTER DURING VEHICULAR ACCESS

HIGHCREST MIDDLE SCHOOL

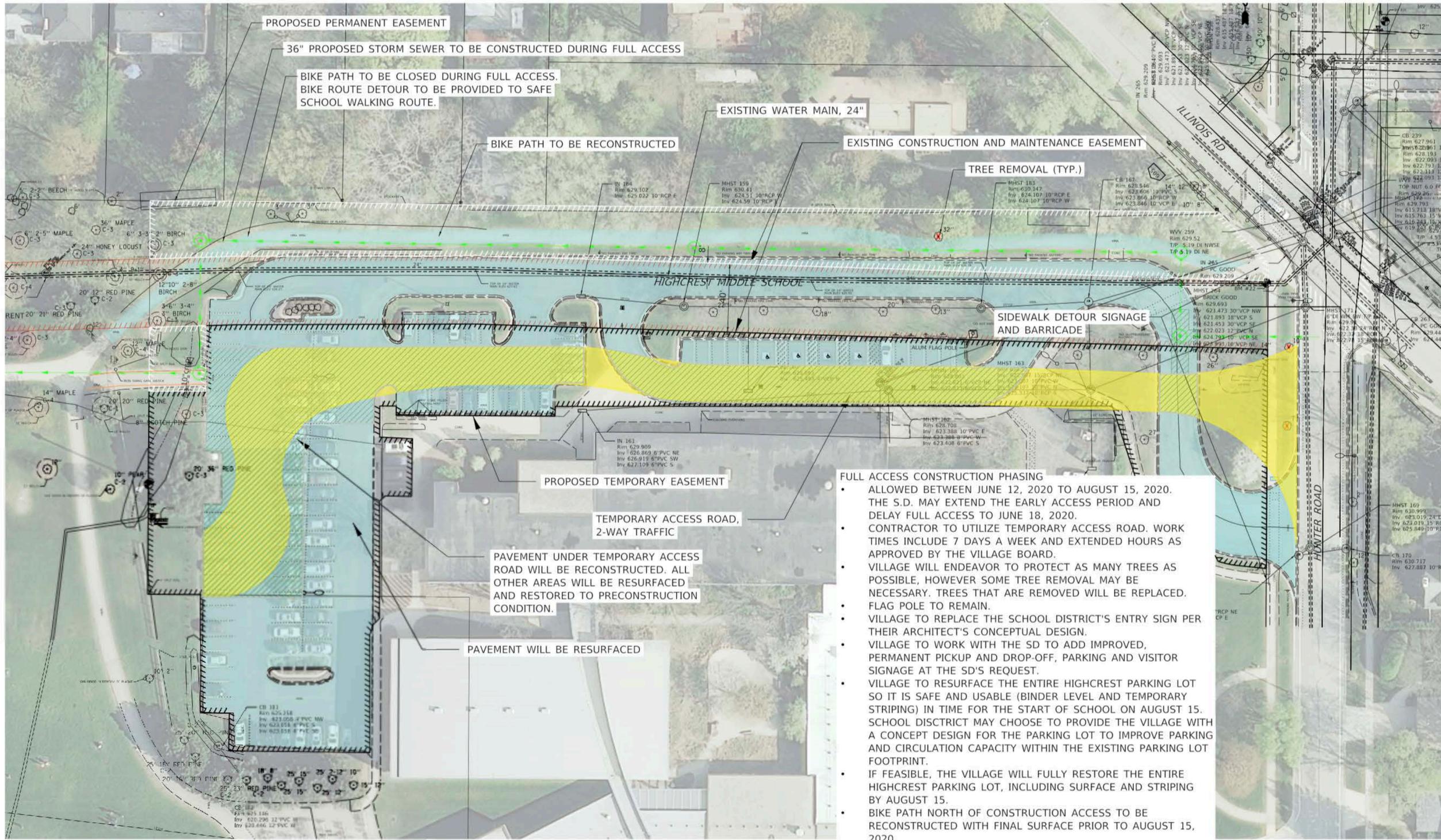
CONSTRUCTION FENCING, TYP.

SOCCER FIELDS

VAULT FOOTPRINT

LAUREL LANE

HUNTER ROAD



- FULL ACCESS CONSTRUCTION PHASING**
- ALLOWED BETWEEN JUNE 12, 2020 TO AUGUST 15, 2020. THE S.D. MAY EXTEND THE EARLY ACCESS PERIOD AND DELAY FULL ACCESS TO JUNE 18, 2020.
 - CONTRACTOR TO UTILIZE TEMPORARY ACCESS ROAD. WORK TIMES INCLUDE 7 DAYS A WEEK AND EXTENDED HOURS AS APPROVED BY THE VILLAGE BOARD.
 - VILLAGE WILL ENDEAVOR TO PROTECT AS MANY TREES AS POSSIBLE, HOWEVER SOME TREE REMOVAL MAY BE NECESSARY. TREES THAT ARE REMOVED WILL BE REPLACED. FLAG POLE TO REMAIN.
 - VILLAGE TO REPLACE THE SCHOOL DISTRICT'S ENTRY SIGN PER THEIR ARCHITECT'S CONCEPTUAL DESIGN.
 - VILLAGE TO WORK WITH THE SD TO ADD IMPROVED, PERMANENT PICKUP AND DROP-OFF, PARKING AND VISITOR SIGNAGE AT THE SD'S REQUEST.
 - VILLAGE TO RESURFACE THE ENTIRE HIGHCREST PARKING LOT SO IT IS SAFE AND USABLE (BINDER LEVEL AND TEMPORARY STRIPING) IN TIME FOR THE START OF SCHOOL ON AUGUST 15. SCHOOL DISTRICT MAY CHOOSE TO PROVIDE THE VILLAGE WITH A CONCEPT DESIGN FOR THE PARKING LOT TO IMPROVE PARKING AND CIRCULATION CAPACITY WITHIN THE EXISTING PARKING LOT FOOTPRINT.
 - IF FEASIBLE, THE VILLAGE WILL FULLY RESTORE THE ENTIRE HIGHCREST PARKING LOT, INCLUDING SURFACE AND STRIPING BY AUGUST 15.
 - BIKE PATH NORTH OF CONSTRUCTION ACCESS TO BE RECONSTRUCTED WITH FINAL SURFACE PRIOR TO AUGUST 15, 2020.
 - THE US POST OFFICE WILL BE ACCESSIBLE DURING CONSTRUCTION.

Source of aerial photography: USGS Earth Explorer (2012)



LATE ACCESS CONSTRUCTION PHASING

- ALLOWED BETWEEN AUGUST 16, 2020 AND NOVEMBER 28, 2020.
- IF, FOR WHATEVER REASON, CONSTRUCTION OF THE VAULT CANNOT BE COMPLETED PRIOR TO AUGUST 16, THE VILLAGE WILL UTILIZE THE SECONDARY ACCESS FROM BIRCHWOOD LANE TO THE CONSTRUCTION ZONE FOR THE DURATION OF THE PROJECT. ACCESS THROUGH THE SD'S TEMPORARY CONSTRUCTION EASEMENT WILL REVERT TO THE TERMS AND CONDITIONS OUTLINED FOR THE EARLY ACCESS PHASE.
- IF FINAL ASPHALT IS NOT PLACED DURING FULL ACCESS, THE CONTRACTOR WILL SURFACE AND STRIPE THE HIGHCREST PARKING LOT DURING WEEKEND OR NON-SCHOOL DAY TIMES.
- BIKE PATH TO BE CLOSED DURING LATE ACCESS. ACCOMMODATIONS WILL BE MADE FOR PE CLASSES AND OTHER SCHOOL GROUPS TO ACCESS THE NORTH PLAYFIELDS WITH VILLAGE COORDINATION.

GENERAL CONSTRUCTION NOTES FOR COMMUNITY PLAYFIELD

- WORK ZONE COMPLETELY FENCED OFF WITH A DOUBLE CONSTRUCTION FENCING - TEMPORARY CONSTRUCTION FENCE IN FRONT OF 8-FOOT CHAIN LINK FENCE WITH SCREENING.
- SITE SECURED AT THE END OF EACH WORK DAY.
- CONSTRUCTION ANTICIPATED 7 DAYS A WEEK WITH EXTENDED HOURS AS APPROVED BY THE VILLAGE BOARD.
- VILLAGE TO TAKE EVERY REASONABLE PRECAUTION TO PROTECT THE SD'S FIBER LINE THAT RUNS ALONG THE SOUTH END OF THE BIKE PATH.
- VILLAGE TO ADD PROVISIONS FOR SUPPLEMENTAL SITE WATERING, IF NECESSARY, TO CONTROL DUST DURING CONSTRUCTION.
- COMMUNITY PLAYFIELD WITHIN THE CONSTRUCTION ZONE WILL BE OUT OF USE UNTIL SPRING 2021 TO ALLOW THE SOD TO ESTABLISH.