



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
September 24, 2024 - 6:30 PM**

**RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053**

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7:A of the Village of Morton Grove Municipal Code. If the Agenda does not include an Executive Session, the meeting will begin at 7:00 pm.)

- 1. Call to Order (6:30 pm in the 2nd Floor Scanlon Conference Room)**
- 2. Executive Session pursuant to 5 ILCS 120/2 (c) (2)**
Collective negotiating matters between the public body and its employees or their representatives
- 3. Recommence Meeting after Executive Session (7:00 pm in the Council Chambers)**
- 4. Pledge of Allegiance**
- 5. Approval of Minutes** – Regular Meeting – September 10, 2024
- 6. Special Reports** – None
- 7. Public Hearings** – None
- 8. Plan Commission Reports** – None
- 9. Residents' Comments (agenda items only)**
- 10. President's Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
 - a. Summer 2024 Photo Contest Winners presented by Trustee Connie Travis
- 11. Clerk's Report** – *Family and Senior Services, Advisory Commission on Aging, Chamber of Commerce, Condominium Association*
- 12. Staff Report**

- a. **Village Administrator**
- b. **Corporation Counsel**

13. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Lehigh/Ferris TIF (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department Sawmill Station TIF (Trustee Witko)*
- d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*
 - 1) **Resolution 24-55:** Authorizing a Contract with Electrical Safety Specialists (ESS) for Public Works and the North Pumping Station Arc Flash Study Project
 - 2) **Resolution 24-56:** Authorizing an Intergovernmental Agreement with Village of Niles for Sidewalk Construction Near South Pumping Station
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*
- f. **Trustee Witko** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board Lincoln/Lehigh TIF (Trustee Shiba)*
 - 1) **Ordinance 24-15 (Introduced September 24, 2024)(Second Reading Waived):** Approving a Minor Amendment to Ordinance 23-18 Granting a Special Use Permit for a Drive-Through Facility Associated with a Financial Institution with Select Waivers at 6210 Dempster Street in Morton Grove, Illinois

14. Other Business

15. Presentation of Warrants: \$1,056,313.78

16. Residents' Comments

17. Adjournment

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
SEPTEMBER 10, 2024**

CALL TO ORDER

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance.
- II. Village Clerk Eileen Harford called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko.

III. **APPROVAL OF MINUTES**

- a. Mayor DiMaria asked for a motion to approve the Minutes of the Regular Meeting of the August 27, 2024 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Khan. **Motion passed via voice vote with 6 ayes, 0 nays.**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

VII. **RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)**

NONE

VIII.

PRESIDENT'S REPORT

1. Mayor DiMaria proclaimed the week of September 17–23, 2024 as “Constitution Week” in the Village of Morton Grove. He noted that it is fitting and proper to accord official recognition to the Constitution of the United States and its memorable anniversary. As Mayor DiMaria proclaimed the week of September 17-23 as Constitution Week, he asked all residents of the Village to reaffirm the ideals that the framers of the Constitution had in 1787 by attentively protecting the freedoms guaranteed to us through this guardian of our liberties.
2. Mayor DiMaria reported that work is continuing on Gateway Plaza, which is the green space south of Lincoln Avenue at Ferris Avenue. The project includes a public plaza, bicycle parking racks, planting beds, and commemorative bricks donated by the community. The construction project should be completed by the end of October.
3. Mayor DiMaria encouraged everyone to stay up-to-date on the latest Village events and news by signing up for E-News and following the Village on Facebook and Instagram.
4. Mayor DiMaria also thanked Village staff, especially the Public Works Department, for holding a Touch-a-Truck event in coordination with State Senator Ram Villivalam, State Representatives Kevin Olickal and Mike Kelly, Cook County Commissioner Josina Morita, and the Morton Grove Park District. He thanked the community for coming out to see the Village’s fantastic fleet of vehicles.

IX.

CLERK'S REPORT

Clerk Harford had no formal report this evening.

X.

STAFF REPORTSA. Village Administrator:

1. Mr. Meyer presented **Ordinance 24-15, Amending Title 1, Chapter 11, Section 4 Entitled “Fees For Specific Permits, Licenses, Certificates, and Services,” and Title 10, Chapter 1, Section 8 Entitled “Permit and Related Fees and Deposits” of the Municipal Code of the Village of Morton Grove to Update the Fees For Consulting Engineering Services and Third-Party Plan Reviews.**

This is the second reading of this Ordinance.

- a. Mr. Meyer said in June of 2020, the Village Board had amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees” in order to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code, so that it could be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process.

X. **STAFF REPORTS** (continued)

A. Village Administrator: (continued)

- b. In reviewing practices, it was found that the Village was not capturing the full extent of fees associated with engineering reviews for third parties and for consulting engineers. The proposed modification to the fee schedule will help address anticipated costs for these types of plan reviews and will ensure that the Village is made whole on these costs.

Mr. Meyer asked for the Board’s support for this Ordinance.

Mayor DiMaria asked for a motion regarding Ordinance 24-15.

Trustee Minx moved to adopt Ordinance 24-15, seconded by Trustee Witko.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

- 2. Mr. Meyer said we are now past the September 1st deadline to display 2024-2025 Village vehicle stickers. If you haven’t yet purchased your vehicle sticker, please call 847-965-4100 or visit Village Hall for assistance. If you want to make changes to your existing vehicle(s), you can make those changes online or with your renewal form and return the changes with your form of payment.
- 3. Mr. Meyer noted that the Village is actively working with several developers on projects within the community. One such project is the proposed Joe Donut site at 6724 Dempster (across from Sawmill Station). The Village and developer are working together to finalize the developer’s plans for the site in order to bring the popular Joe Donut café to a new home in Morton Grove. For those interested in learning more about a development project, please click on the Active Development Projects page on the Village’s website to learn more.

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. **TRUSTEES’ REPORTS**

A. Trustee Khan:

Trustee Khan had no formal report this evening.

XI. **TRUSTEES' REPORTS** (continued)

B. Trustee Minx:

1. Trustee Minx had no formal report this evening, but commended the Fire Department on a very successful Open House held this past Saturday. The event was well attended and the MGF D personnel put on a great show with their equipment demonstrations.

C. Trustee Shiba:

1. Trustee Shiba encouraged everyone to attend the 2024 Sustainability Expo, which is set for Saturday, September 14, from 10:00am to 1:00pm at the Morton Grove Civic Center. The Village currently has over 30 exhibitors, including ComEd, the Citizens Utility Board, and Seas of Action, among many others. Please visit www.mortongroveil.org to see the full list of exhibitors.
2. Trustee Shiba echoed Trustee Minx's remarks on the Fire Department's Open House. He said the Fire Station was packed with residents and that the personnel were phenomenal. He applauded Chief Ensign and the members of the MGF D and said the Village is very proud of them.

D. Trustee Thill:

1. Trustee Thill presented **Resolution 24-54, Authorizing a Contract With Swallow Construction Corporation for the 2024 Water Main Improvement Program.**
 - a. This Resolution will authorize the Village Administrator to execute a contract with Swallow Construction Corporation for the 2024 Water Main Improvement Program.
 - b. The Village will replace approximately 535 feet of water main within the Cameron Lane parkway between Church Street and Beckwith Road. As part of the water main installation, a concrete sidewalk along the Cameron Lane parkway will be constructed in an existing sidewalk gap. The improvements also include curb ramp upgrades and concrete curb and gutter repairs. This contract was bid in accordance with the requirements of the Municipal Code. Swallow Construction Corporation submitted a low bid in the amount of \$423,386.91. It is reasonable to authorize the Village Administrator to execute change orders for this work up to 10 percent of the contract amount, or \$42,338.69. This contract must conform to the requirements of the Prevailing Wage Act and the financial impact of this Resolution is an amount not to exceed \$465,725.60.

Trustee Thill moved, seconded by Trustee Minx, to approve Resolution 24-54.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XI. TRUSTEES' REPORTS (continued)D. Trustee Thill: (continued)

- Trustee Thill commented that it had been a busy weekend in Morton Grove with many family-oriented activities. He complimented Mayor DiMaria for putting together a fundraiser; the goal of which was to raise money to purchase service dogs for veterans. Trustee Thill said it was a shock to learn that, years ago, the suicide rate for veterans was 22 per day; not, it's 45 suicides per day. He said these service dogs are lifesavers for veterans. Trustee Thill complimented the Fire Department on their Open House, saying they "knocked it out of the park." He also complimented the Public Works Department, who are just finishing a Touch-a-Truck event this evening. Trustee Thill said one of the benefits of living in a "small" town are that one often sees a lot of the same people attending or volunteering for events, and that doesn't even count the block parties!

E. Trustee Travis:

- Trustee Travis reminded those who adopted a planter to please visit the planter regularly.
- Also, the Summer Photo Contest has ended. There were 32 submittals this year. Trustee Travis said we're looking forward to picking and announcing the Photo Contest winners.
- Trustee Travis noted that block parties are an opportunity for neighbors to come together to connect, have fun, and strengthen community ties. She reminded everyone that Block Party Kits are still available on the Village's website, and include everything you need for planning and hosting a successful block party.
- Trustee Travis announced that the Police Department recently identified a grant to cover the Village's expenses for operating nine additional automated license plate reader cameras. The total cost incurred by the Village will be \$23,500, but that full amount will be reimbursed by the grant funds, bring the cost to the Village down to zero dollars. These cameras assist law enforcement in Morton Grove and within the Chicagoland area. The agreement for this purchase has been approved and the new cameras should be deployed throughout the Village shortly.

F. Trustee Witko:

- Trustee Witko had no formal report, but asked Fire Chief Ensign if any Wright Way dogs had been adopted at the Open House. He was happy to say that two dogs had found a new home!

XII.

OTHER BUSINESS

NONE

XIII.

WARRANTS

Trustee Khan presented the Warrant Register for August 27, 2024 in the amount of \$162,442.51. She moved to approve the Warrants as presented, seconded by Trustee Travis.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XIV.

RESIDENTS' COMMENTS

NONE

XV.

ADJOURNMENT

Trustee Minx moved to adjourn the meeting, seconded by Trustee Witko. **Motion passed unanimously via voice vote.**

The meeting adjourned at 7:12 p.m.

PASSED this 24th day of September 2024.

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

APPROVED by me this 24th day of September 2024.

Daniel P. DiMaria, Village President
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 25th day of September 2024.

Eileen Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

Legislative Summary

Resolution 24-55

AUTHORIZING A CONTRACT WITH ELECTRICAL SAFETY SPECIALISTS (ESS) FOR PUBLIC WORKS AND THE NORTH PUMPING STATION ARC FLASH STUDY PROJECT

Introduced:	September 24, 2024
Purpose:	To authorize the Village Administrator to execute a contract with Electrical Safety Specialist (ESS) of Louisburg, Kansas, for the Public Works and North Pumping Station Arc Flash Study Project.
Background:	The Department of Public Works maintains the interior electrical equipment within village-owned facilities. In accordance with the Occupational Safety and Health Administration (OSHA) and the National Fire Protection Association (NFPA) regulations, Public Works staff identified the requirement to locate and safely manage known electrical hazards at its Public Works and North Pumping Station facilities. To satisfy these requirements, Public Works staff developed a bid proposal outlining the requirements for on-site data collection, system modeling, engineering analysis, training, and the development of engineering drawings, and an Arc Flash report. Electrical Safety Specialists (ESS) of Louisburg, Kansas, provided the low responsible proposal with a base bid of \$35,500.00 with the bid totals listed in Exhibit "A". In addition to the "Public Works and North Pumping Station Arc Flash Study," Qualified Electrical Worker (QEW) training and the Village Electrical Safety Program Plan will be provided for an additional \$9,600.00. This Resolution will authorize a contract with Electrical Safety Specialists to provide the "Public Works and North Pumping Station Arc Flash Study," Qualified Electrical Worker Training and Electrical Safety Program Plan for \$45,100.00. This contract must conform to the requirements of the Prevailing Wage Act.
Programs, Departments or Groups Affected	Public Works and North Pumping Station staff
Fiscal Impact:	\$45,100.00
Source of Funds:	2024 General Funds Account Numbers 02-80-24-57-1032 Capital Improvements to Buildings
Workload Impact:	The Public Works Department will manage and implement the project as part of its normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Chuck Meyer, Village Administrator

Reviewed by: Teresa Hoffman Liston, Corporation Counsel

Reviewed by: Mike Lukich, Director of Public Works

Prepared by: Bill Burns, Public Works Facilities Superintendent

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Bill Burns, Public Works Facilities Superintendent

RESOLUTION 24-55

AUTHORIZING A CONTRACT WITH ELECTRICAL SAFETY SPECIALISTS (ESS) FOR THE PUBLIC WORKS AND NORTH PUMPING STATION ARC FLASH STUDY PROJECT

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Department of Public Works maintains the interior electrical equipment within village-owned facilities; and

WHEREAS, in accordance with the Occupational Safety and Health Administration (OSHA) and the National Fire Protection Association (NFPA) regulations, Public Works identified a requirement to locate and safely manage known electrical hazards at its Public Works and North Pumping Station facilities; and

WHEREAS, Public Works, to satisfy OSHA and NFPA requirements, developed a bid proposal outlining the requirements for on-site collection of data, system modeling, engineering analysis, training, and the development of engineering drawings, and an Arc Flash report; and

WHEREAS, the Public Works Department, in accordance with Village procurement requirements, advertised the invitation to bid for the “Public Works and North Pumping Station Arc Flash Study Project” on the Village website on August 16, 2024; and

WHEREAS, twenty-six (26) contractors or suppliers obtained the bid materials; and

WHEREAS, two (2) sealed proposals were received, publicly opened, and read aloud at the Village Hall on Tuesday, September 3, 2024, at 10 a.m. with the tabulation of bids included in Exhibit “A”; and

WHEREAS, the low responsible proposal for the professional services was submitted by Electrical Safety Specialists (ESS) of Louisburg, Kansas, in the amount of \$35,500.00; and

WHEREAS, in addition to the “Public Works and North Pumping Station Arc Flash Study,” Qualified Electrical Worker (QEW) training to qualify ten (10) public works employees in basic electrical safety to identify hazards and perform basic electrical operations will be provided for \$4,800; and

WHEREAS the Village Electrical Safety Program Plan that will document safety, certifications, and reporting requirements used by Public Works personnel for \$4,800; and

WHEREAS, the total project cost for the “Public Works and North Pumping Station Arc Flash Study,” Qualified Electrical Worker Training and Electrical Safety Program Plan is \$45,100.00; and

WHEREAS, the professional qualifications, provided references, and availability of the low bidder have been verified; and

WHEREAS, this contract must conform to the requirements of the Prevailing Wage Act; and

WHEREAS, funding for the above work for the lump sum of \$45,100.00 is available and below the 2024 Adopted Budget General Funds Capital Improvements to Buildings Account Numbers 02-80-24-57-1032.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein, thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities accept the bid proposal of Electrical Safety Specialist (ESS) of PO Box 842 Louisburg, Kansas 66053 in the amount of \$45,100.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Electrical Safety Specialists (ESS) for the “Public Works and North Pumping Station Arc Flash Study Project” in the amount of \$45,100.00.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Electrical Safety Specialist (ESS).

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 24th day of September 2024

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 24th day of September 2024

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Approved and Filed in my office this
24th day of Month 2024

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Exhibit A

Village of Morton Grove, Cook County, Illinois
 Public Works and North Pumping Station Arc Flash Study Project

Bid Tabulation

Bid Opening: September 3, 2024 at 10:00 AM

				Engineer's Estimate		Electrical Safety Specialists (ESS) PO Box 842 Louisburg, KS 66053		EXP U.S. Services Inc. 205 N. Michigan Ave., Suite 3600 Chicago, IL 60601	
PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTIT Y	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Public Works Arc Flash Study	1	1	\$26,000.00	\$26,000.00		\$27,500.00		\$24,600.00
2	North Pumping Station Arc Flash Study	1	1	\$20,000.00	\$20,000.00		\$8,000.00		\$11,900.00
CORRECTED TOTAL PROPOSAL AMOUNT					\$46,000.00		\$35,500.00		\$36,500.00
AS-READ PROPOSAL AMOUNT									

Apparent Low Bidder: Electrical Safety Specialists
Apparent Low Bid Amount: \$35,500.00
Engineer's Estimate of Cost: \$46,000.00
Difference: -\$10,500.00

Legislative Summary

Resolution 24-56

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH VILLAGE OF NILES FOR SIDEWALK CONSTRUCTION NEAR SOUTH PUMPING STATION

Introduced:	September 24, 2024
Purpose:	To authorize the Village Administrator to finalize an intergovernmental agreement with Village of Niles and Village President to execute the intergovernmental agreement.
Background:	The Village of Niles desires to improve pedestrian access in the vicinity of Oakton Street and Caldwell Avenue. The location is partially within the Village of Morton Grove and next to one of the Village’s water distribution facilities. The plans for the sidewalk are illustrated in Exhibit “A”. The Village of Niles submitted a draft Intergovernmental Agreement describing the rights and responsibilities of each community for the proposed facility. The Village of Niles would be responsible for all construction, maintenance and liability. The Village of Morton Grove would be granted access to the sidewalk and held harmless for all liability.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$0
Source of Funds:	N/A
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles Meyer, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Mike Lukich, Director of Public Works

RESOLUTION 24-56

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH VILLAGE OF NILES FOR SIDEWALK CONSTRUCTION NEAR SOUTH PUMPING STATION

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax, purchase, and incur debt; and

WHEREAS, the Village of Niles desires to improve pedestrian access for their community in the vicinity of Oakton Street and Caldwell Avenue; and

WHEREAS, the Village of Niles submitted improvement plans included as Exhibit “A” to the Village to construct sidewalk within the western and southern corporate boundary of Morton Grove; and

WHEREAS, the Village of Niles and Village of Morton Grove are units of local government pursuant to III. Const., Art. VII, Section 1 and a public agency pursuant to 5 ILCS 220/2; and

WHEREAS, Article VII, Section 10, of the Illinois State Constitution provides that units of local government may contract to serve the best interests of their residents through intergovernmental agreements; and

WHEREAS, the Village of Niles has submitted a draft intergovernmental agreement includes as Exhibit “B” to the Village describing the rights and responsibilities of both communities for the proposed improvements; and

WHEREAS, draft intergovernmental agreement specifies the Village of Niles would be responsible for design, construction, maintenance, liability, indemnification, and all costs associated with the facility; and

WHEREAS, draft intergovernmental agreement specifies the Village of Morton Grove would be granted use of the sidewalk and have no financial or risk liability for this facility; and

WHEREAS, the Village owns a water distribution facility located at 6702 Oakton Street which has a perimeter fence outside of which public sidewalk is proposed to be constructed; and

WHEREAS, the Village Administrator and the Director of Public Works find that the proposed improvements are reasonable and should not interfere with the delivery of a safe public water supply to the Village or with any future needs at this site.

NOW, THEREFORE, BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS AS FOLLOWS:

SECTION 1: The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Resolution as though fully set forth therein thereby making the findings as hereinabove set forth.

SECTION 2: The Village Administrator is authorized and directed to finalize an intergovernmental agreement with the Village of Niles that substantively conforms to the draft agreement included in Exhibit "B".

SECTION 3: The Village President is authorized to execute the final agreement that substantively conforms to the draft agreement included in Exhibit "B".

SECTION 4: The Village Administrator and Director of Public Works and/or their designees are hereby authorized to take all steps necessary to oversee and implement this agreement.

SECTION 5: This Resolution shall be in full force and effect upon its passage and approval.

Passed this 24th day of September 2024

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

Approved by me this 24th day of September 2024

Daniel P. DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
25th day of September 2024

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

Exhibit "A"

JOB NO V24-06

VILLAGE OF NILES

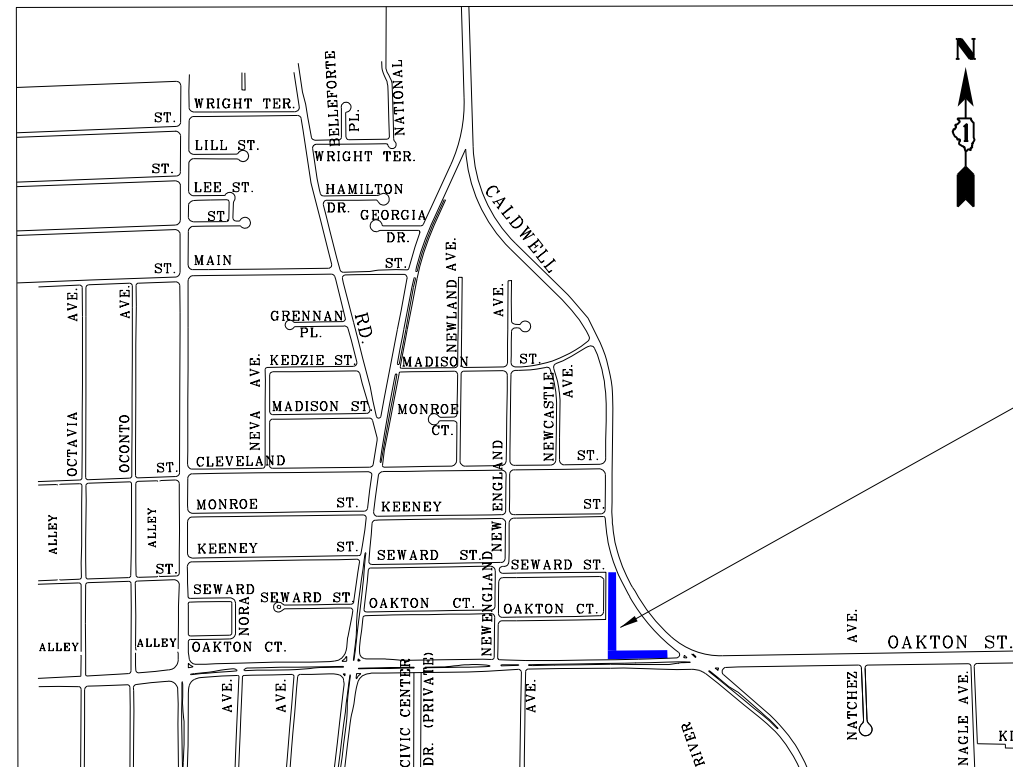
2023 SIDEWALK OAKTON NEIGHBORHOOD CONNECTION

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	COVER SHEET, INDEX OF SHEETS, HIGHWAY STANDARDS
2	GENERAL NOTES
3	SUMMARY OF QUANTITIES
4	SCHEDULE OF EARTHWORK
5	TYPICAL SECTIONS
6-7	ROADWAY PLAN AND PROFILE
8-10	DETAILS
11-15	CROSS SECTIONS

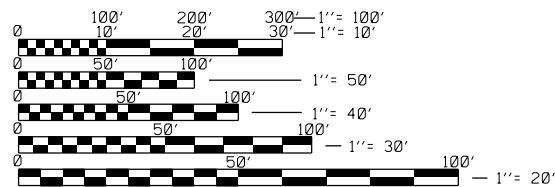
IDOT HIGHWAY STANDARDS

701006-05	Off-Rd Operations, 2L, 2W, 15' TO 24" From Pavement Edge
701301-04	Lane Closure, 2 L, 2 W, Short Time Operations
701801-06	Sidewalk, Corner, or Crosswalk Closure
701901-08	Traffic Control Devices



PROJECT LOCATION

LOCATION MAP
N.T.S.



FULL SIZE PLANS HAVE BEEN PREPARED USING STANDARD ENGINEERING SCALES. REDUCED SIZED PLANS WILL NOT CONFORM TO STANDARD SCALES. IN MAKING MEASUREMENTS ON REDUCED PLANS, THE ABOVE SCALES MAY BE USED.

J.U.L.I.E.
JOINT UTILITY LOCATION INFORMATION FOR EXCAVATION
1-800-892-0123

ISSUED FOR BID: 03/20/2024

VILLAGE OF MORTON GROVE

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

APPROVED _____ 20____

VILLAGE OF NILES

PASSED _____ 20____

DISTRICT ONE ENGINEER OR LOCAL ROADS AND STREETS

PROFESSIONAL ENGINEER'S SIGN & SEAL

Ogar Somo

Ogar Somo, P.E.

10/16/2023
DATE

11/30/2025
EXPIRES

ENGINEERING DEPARTMENT <small>8839 W. Touhy Avenue Niles, Illinois 60714 Tel. 847.582.7900 Email vniles.com</small>	USER NAME = Personal PLOT SCALE = 2400.0000' / in. PLOT DATE = 4/17/2024	DESIGNED - OIS DRAWN - OIS CHECKED - TCO DATE - OCTOBER 2023	REVISED - REVISED - REVISED - REVISED -	VILLAGE OF NILES	SIDEWALK INFILL OAKTON CONNECTION TITLE SHEET	SCALE: 1" = 1200' SHEET NO. 10F 15SHEETS STA. TO STA.	F.A.I. RTE. SECTION COUNTY COOK ILLINOIS	TOTAL SHEETS 15 CONTRACT NO. V24-06 INFRASTRUCTURE IMPROVEMENT PROJECT	SHEET NO. I
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4/17/2024 10:16:46 AM U:\Microstation\data\Sidewalk\Inf\11\Oakton Neighborhood Connection\DCN\Sheets\SW-1-23-01-1.rvt\sheet.dgn

CONTRACTOR'S RESPONSIBILITY FOR WORK

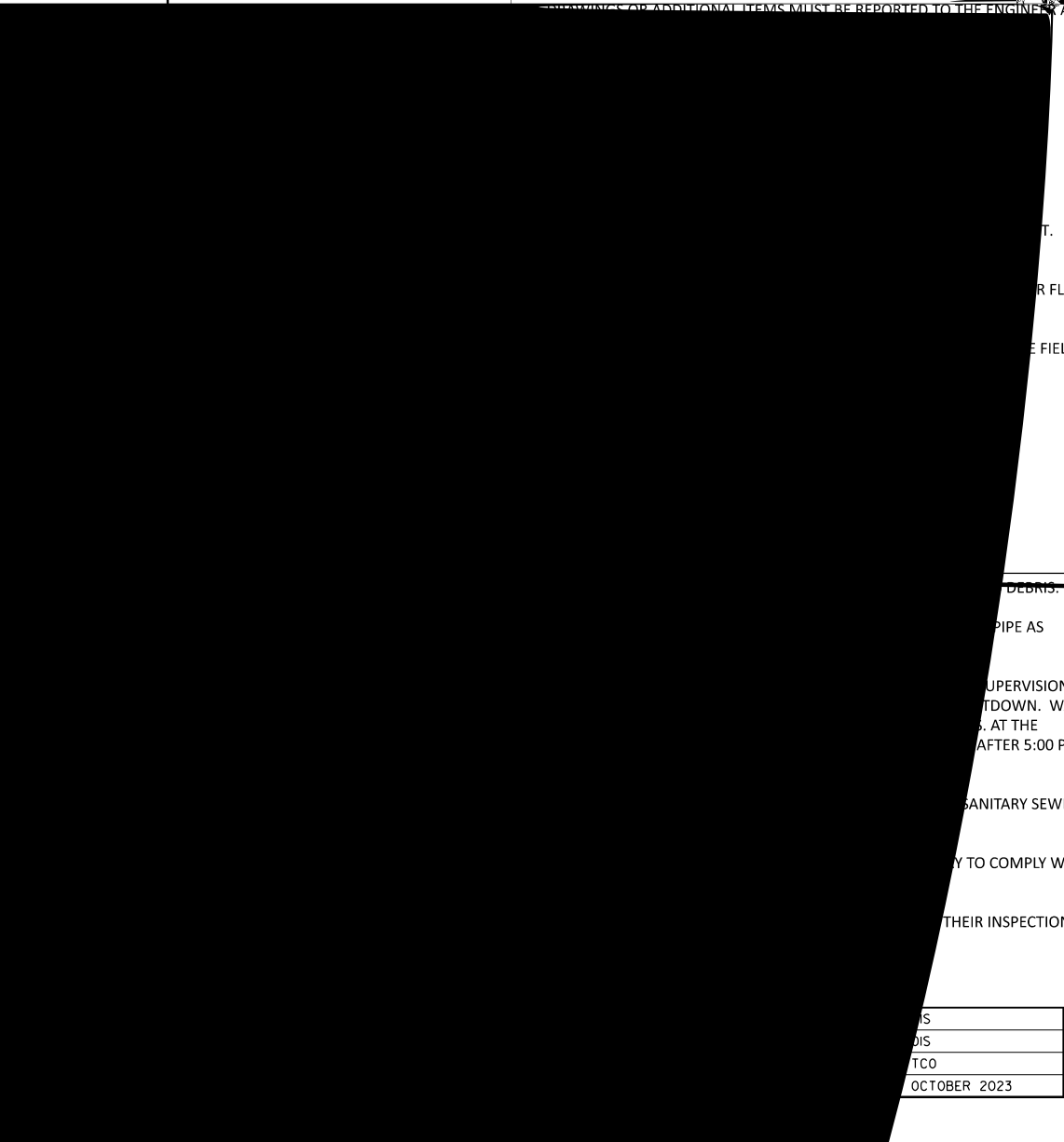
1. THE CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION MEANS, METHODS, SEQUENCES AND PROCEDURES, AND FOR SAFETY REQUIREMENTS PER RECOGNIZED CODES. CODES AND ORDINANCES OF THE VILLAGE OF NILES, IEPA, OSHA SHALL BE ADHERED TO FOR THE CONSTRUCTION OF THIS PROJECT.
2. ALL PERMITS, BONDS, AND INSURANCE REQUIRED BY THE VILLAGE OF NILES AND BY OTHER PARTIES INVOLVED IN OR AFFECTED BY THE PROJECT (IDOT, MWRDGC, COOK COUNTY FOREST PRESERVE, ETC.), SHALL BE OBTAINED BY THE CONTRACTOR AT HIS/HER OWN EXPENSE AND APPROVED BY THE VILLAGE BEFORE COMMENCEMENT OF WORK.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ASCERTAIN EXISTING FIELD CONDITIONS AND QUANTITIES BEFORE BIDDING ON THE CONTRACT.
4. THE CONTRACTOR SHALL VERIFY ALL ELEVATIONS AND DIMENSIONS PRIOR TO THE START OF WORK. ANY DISCREPANCIES FOUND SHALL BE REPORTED TO THE ENGINEER AND WORK SUSPENDED UNTIL SUCH DISCREPANCIES ARE RESOLVED.
5. EXISTING UTILITIES HAVE BEEN SHOWN ON THE PLANS BASED ON THE BEST INFORMATION AVAILABLE. THE ACCURACY AND INCLUSION OF THE LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED. IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND EXPOSE ALL CONFLICTING UTILITIES AND TO PROTECT THESE UTILITIES DURING CONSTRUCTION. ANY UTILITY THAT IS DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED TO THE SATISFACTION OF THE ENGINEER AND THE UTILITY OWNER AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR PLANNING AND COORDINATING HIS/HER OPERATIONS WITH ANY REQUIRED UTILITY ADJUSTMENT OR RELOCATION BY THE UTILITY OWNER.
6. THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL OF THE UTILITIES PRIOR TO INSTALLATION OF ANY UNDERGROUND IMPROVEMENT. THE CONTRACTOR MUST NOTIFY THE VILLAGE OF NILES 48 HOURS PRIOR TO COMMENCEMENT OF WORK AND 24 HOURS PRIOR TO EACH INSPECTION. THE CONTRACTOR TO NOTIFY "JULIE" (1-800-892-0123) 48 HOURS PRIOR TO EXCAVATION WORK.
7. TRAFFIC CONTROL AND OTHER SIGNS WHICH INTERFERE WITH CONSTRUCTION SHALL BE REMOVED, STORED, AND REINSTALLED BY THE CONTRACTOR AS DIRECTED BY THE ENGINEER. THIS WORK SHALL BE INCLUDED IN THE COST OF THE CONTRACT.
8. ONE SET OF IMPROVED PLANS SHALL BE ON SITE AT ALL TIMES. ONE SET OF "AS-BUILT" PLANS OF THE IMPROVEMENT MUST BE SUBMITTED TO THE ENGINEERING DEPARTMENT BEFORE FINAL INSPECTION.
9. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING THE VILLAGE WITH AS-BUILT CONDITIONS OF THE DESIGNATED

PROTECTION OF ENVIRONMENT AND PUBLIC

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.
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- 15.
- 16.
- 17.
- 18.
- 19.

TRAFFIC CONTROL

1. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL (IDOT STANDARD 701006) AT ALL TIMES WHEN ANY VEHICLES, EQUIPMENT, WORKER, OR ACTIVITY ENCROACH ON THE STREET FROM 15 FEET TO THE EDGE OF PAVEMENT. THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL (IDOT STANDARD 701301) WHEN ACTIVITY ENCROACHES THE EDGE OF PAVEMENT FOR THIS ROAD.
2. WHEN WORKING WITHIN 2 FEET OF THE PAVEMENT EDGE, CONES, DRUMS, OR BARRICADES SHALL BE PLACED ACCORDING TO THE STANDARD 701901 REQUIREMENTS.
3. STANDARD 701801 IS REQUIRED WHEN PEDESTRIAN TRAFFIC IS BEING REROUTED DUE TO WORK BEING PERFORMED.



DEBRIS.

PIPE AS

UPERVISION. A

TDOWN. WATER

S. AT THE

AFTER 5:00 P.M.

"SANITARY SEWER"

Y TO COMPLY WITH

THEIR INSPECTION BY

IS	REVISED	-
DIS	REVISED	-
TCO	REVISED	-
OCTOBER 2023	REVISED	-

VILLAGE OF NILES

SIDEWALK INFILL OAKTON CONNECTION
GENERAL NOTES

F.A.I. RTE.	SECTION	COUNTY	TOTAL SHEETS	SHEET NO.
		COOK	15	
CONTRACT NO. V24-06				
ILLINOIS INFRASTRUCTURE IMPROVEMENT PROJECT				

SCALE: SHEET NO. 10F 15SHEETS STA. TO STA.

Exhibit "A"

SUMMARY OF QUANTITIES				
#	# ITEM	DESCRIPTION	UNIT	QUANTITY
1	20200100	EARTH EXCAVATION	CU YD	180
2	20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	18
3	21101615	TOPSOIL FURNISH AND PLACE, 4"	SQ YD	935
4	21400100	GRADING AND SHAPING DITCHES	FOOT	125
5	25000210	SEEDING, CLASS 2A	ACRE	0.2
6	42400200	PORTLAND CEMENT CONCRETE SIDEWALK 5 INCH	SQ FT	5061
7	60265700	VALVE VAULTS TO BE ADJUSTED	EACH	2
8	60255500	MANHOLE TO BE ADJUSTED	EACH	1
9	67100100	MOBILIZATION	LSUM	1
10	Z0013798	CONSTRUCTION LAYOUT	LSUM	1
11	X2511630	EROSION CONTROL BLANKET	SQ YD	935

10:11:00 AM U:\Microstation\data\Sidewalk Infill\Oakton Neighborhood Connection\DCN\Sheets\SW-I-23-03_S03.dgn

**Exhibit A
OAKTON STREET**

STATION	END AREA (FT^2)		AVG END AREA (FT^2)		DISTANCE	VOL (FT^3)		SHRINKAGE	TOTAL VOL (YD^3)	
	CUT	FILL	CUT	FILL		CUT	FILL		CUT	FILL
10+00	6.8	2.2								
			7.2	2.0	50	358.3	102.0	15%	13.3	3.2
10+50	7.5	1.9								
			7.4	1.3	50	372.4	66.3	15%	13.8	2.1
11+00	7.4	0.8								
			8.8	1.3	50	439.6	67.4	15%	16.3	2.1
11+50	10.2	1.9								
			9.6	1.2	50	482.3	59.0	15%	17.9	1.9
12+00	9.1	0.4								
			7.5	3.9	100	750.3	391.8	15%	27.8	12.3
13+00	5.9	7.4								
			5.8	3.7	50	288.3	185.4	15%	10.7	5.8
13+50	5.6	0.0								
			5.4	0.5	50	269.4	27.0	15%	10.0	0.9
14+00	5.2	1.1								
			2.6	0.5	50	129.8	27.0	15%	4.8	0.9
14+50	0.0	0.0								
								TOTALS	114.4	29.1

DIFFERENCE = 85.3 YD^3 **

** Positive number indicates an excess of amount of cut
Negative number indicates an excess of amount of fill

OAKTON COURT

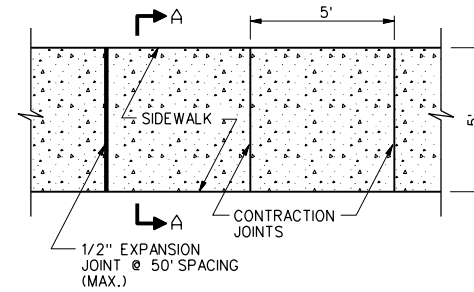
STATION	END AREA (FT^2)		AVG END AREA (FT^2)		DISTANCE	VOL (FT^3)		SHRINKAGE	TOTAL VOL (YD^3)	
	CUT	FILL	CUT	FILL		CUT	FILL		CUT	FILL
20+00	5.7	6.1								
			6.7	3.8	50	334.4	191.8	15%	12.4	6.0
20+50	7.7	1.6								
			7.7	2.0	50	383.3	98.0	15%	14.2	3.1
21+00	7.6	2.3								
			9.2	1.5	50	462.3	77.1	15%	17.1	2.4
21+50	10.9	0.8								
			10.3	0.9	50	515.4	44.1	15%	19.1	1.4
22+00	9.7	1.0								
			13.8	0.6	50	691.4	27.5	15%	25.6	0.9
22+50	17.9	0.1								
			12.8	1.4	50	640.8	71.9	15%	23.7	2.3
23+00	7.7	2.8								
			5.0	6.3	50	250.6	314.9	15%	9.3	9.9
23+50	2.3	9.8								
			2.6	8.5	50	127.6	426.8	15%	4.7	13.4
24+00	2.8	7.2								
			4.2	6.6	50	209.6	328.8	15%	7.8	10.3
24+50	5.6	5.9								
			8.5	3.4	50	427.0	171.1	15%	15.8	5.4
25+00	11.5	0.9								
			10.1	1.2	50	504.3	61.8	15%	18.7	1.9
25+50	8.7	1.5								
								TOTALS	149.7	55.2

DIFFERENCE = 94.6 YD^3 **

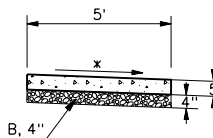
** Positive number indicates an excess of amount of cut
Negative number indicates an excess of amount of fill

4/17/2024 10:28:23 AM U:\Microstation\data\Sidewalk\Inf\11\Oakton_Neighborhood_Connection\DWG\Sheets\SW-1-23.dwg, Schedule of Earthwork.dgn

Exhibit "A"



PLAN



SUBBASE GRANULAR MATERIAL, TYPE B, 4"
(INCLUDED IN COST OF SIDEWALK)

* CROSS SLOPE 2% MAX OR AS SHOWN ON CROSS SECTIONS

SECTION A-A

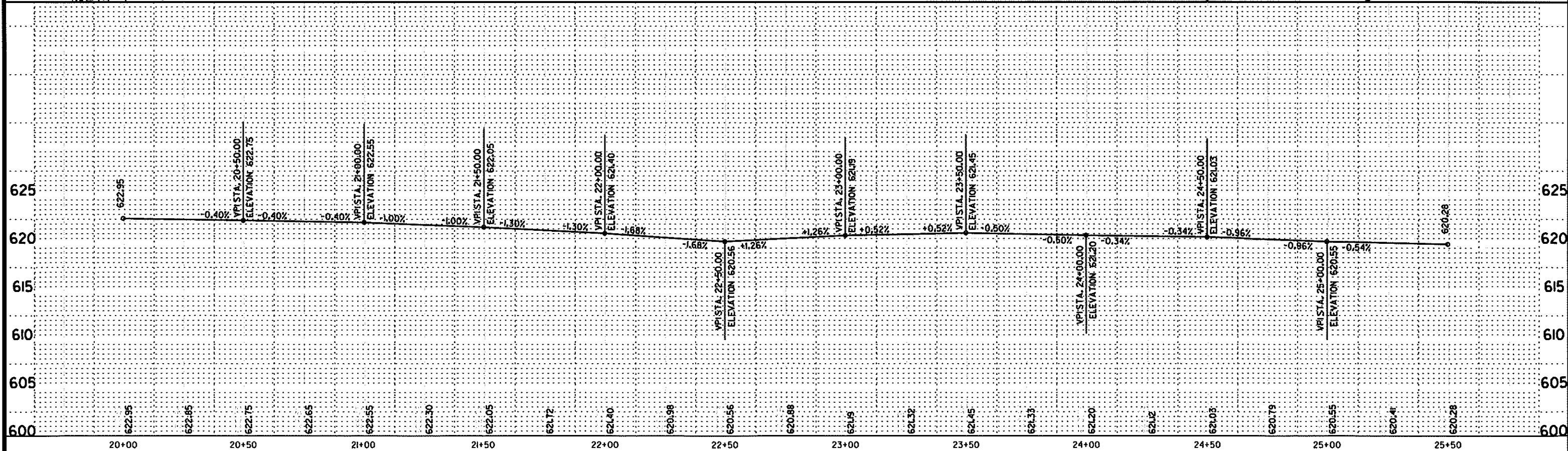
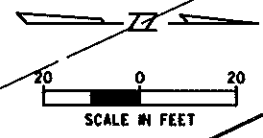
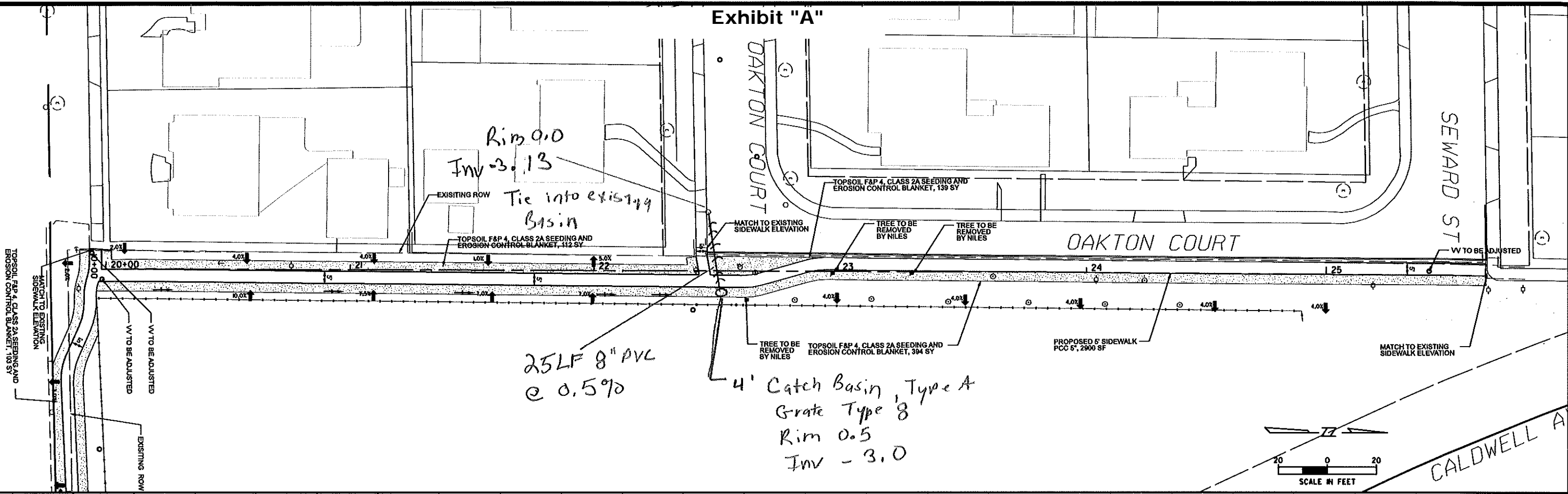
P.C.C SIDEWALK 5 INCH NOT TO SCALE

NOTES:

1. PROTECTIVE COATING SHALL BE INSTALLED ON ALL CONCRETE WORK.
2. INSTALL CONTRACTION JOINTS 1/8" WIDE EVERY FIVE (5) LINEAL FEET.
3. INSTALL 1/2" EXPANSION MATERIAL EVERY FIFTY (50) LINEAL FEET.
4. INSTALL 1/2" EXPANSION MATERIAL BETWEEN THE SIDEWALKS AND ALL STRUCTURES SUCH AS LIGHT STANDARDS, TRAFFIC SIGNAL STANDARDS, POLES, COLUMNS, OR ANY STRUCTURE WHICH EXTENDS THROUGH THE SIDEWALK.
6. ALL REQUIRED EARTH EXCAVATION TO CONSTRUCT P.C.C. SIDEWALK SHALL BE INCLUDED IN THE COST OF P.C.C. SIDEWALK 5 INCH

4/17/2024 10:28:55 AM U:\Microstation\Auto\Sidewalk\Inf\11\Oakton\Neighborhood Connection\CON\Sheets\SW-1-23-05_Typical_Sections.dgn

Exhibit "A"



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

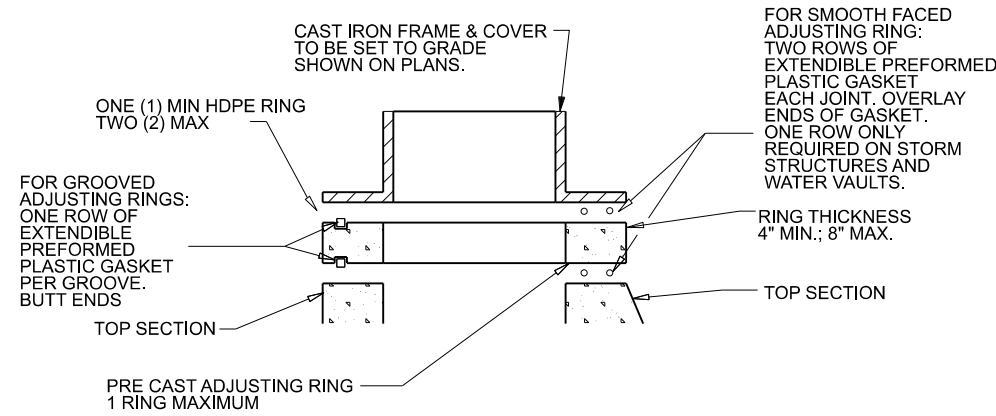


NO.	DATE	NATURE OF REVISION	CHKD.	MODEL
FILE NAME	U:\MicroStation\dot\SideWalk\Infil\Oakton Neighborhood Connection\DGN\Sheets\SW-1-23-06_PlanProfile.dgn			

PROPOSED SIDEWALK OAKTON COURT

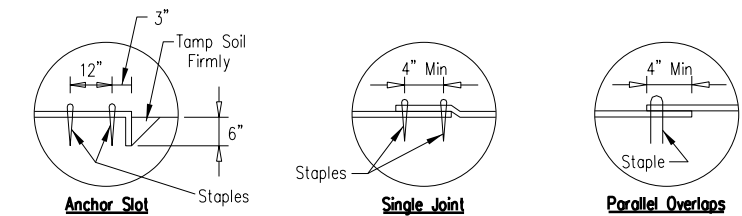
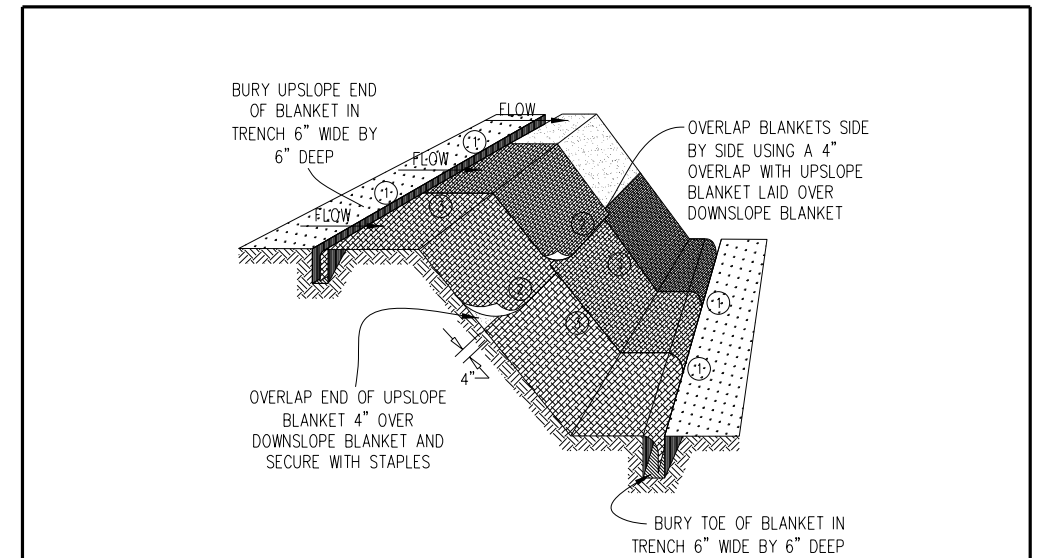
PROJ. NO. V24-XX
 DATE: 5/10/2024
 SHEET 6 OF 15
 DRAWING NO.

Exhibit "A"



TYPICAL CASTING AND ADJUSTMENT INSTALLATION DETAIL

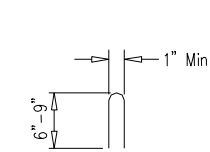
NTS



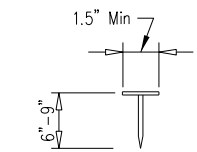
DETAIL 1

DETAIL 2

DETAIL 3



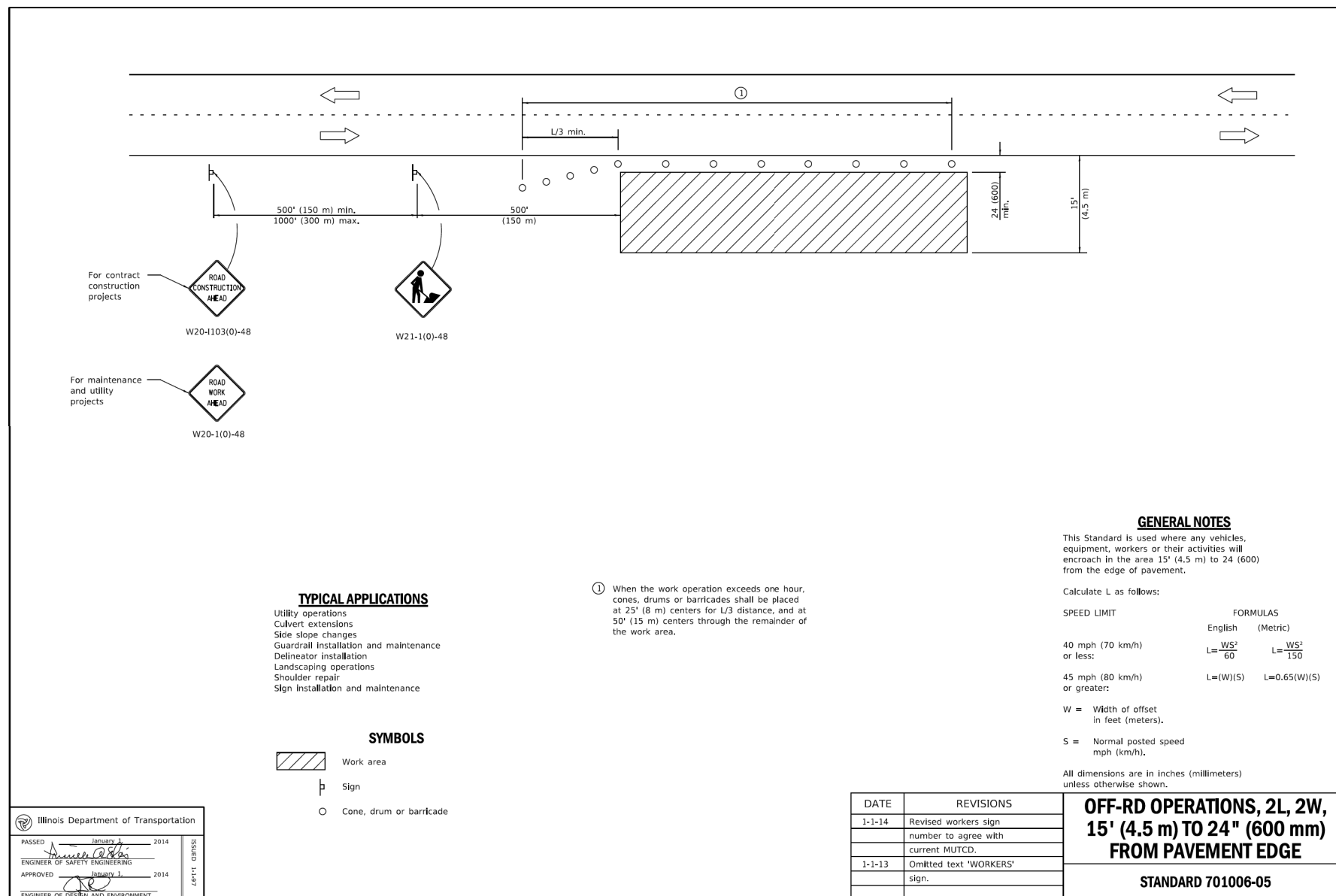
STAPLE DETAIL



PUSH PIN DETAIL

NOTES:

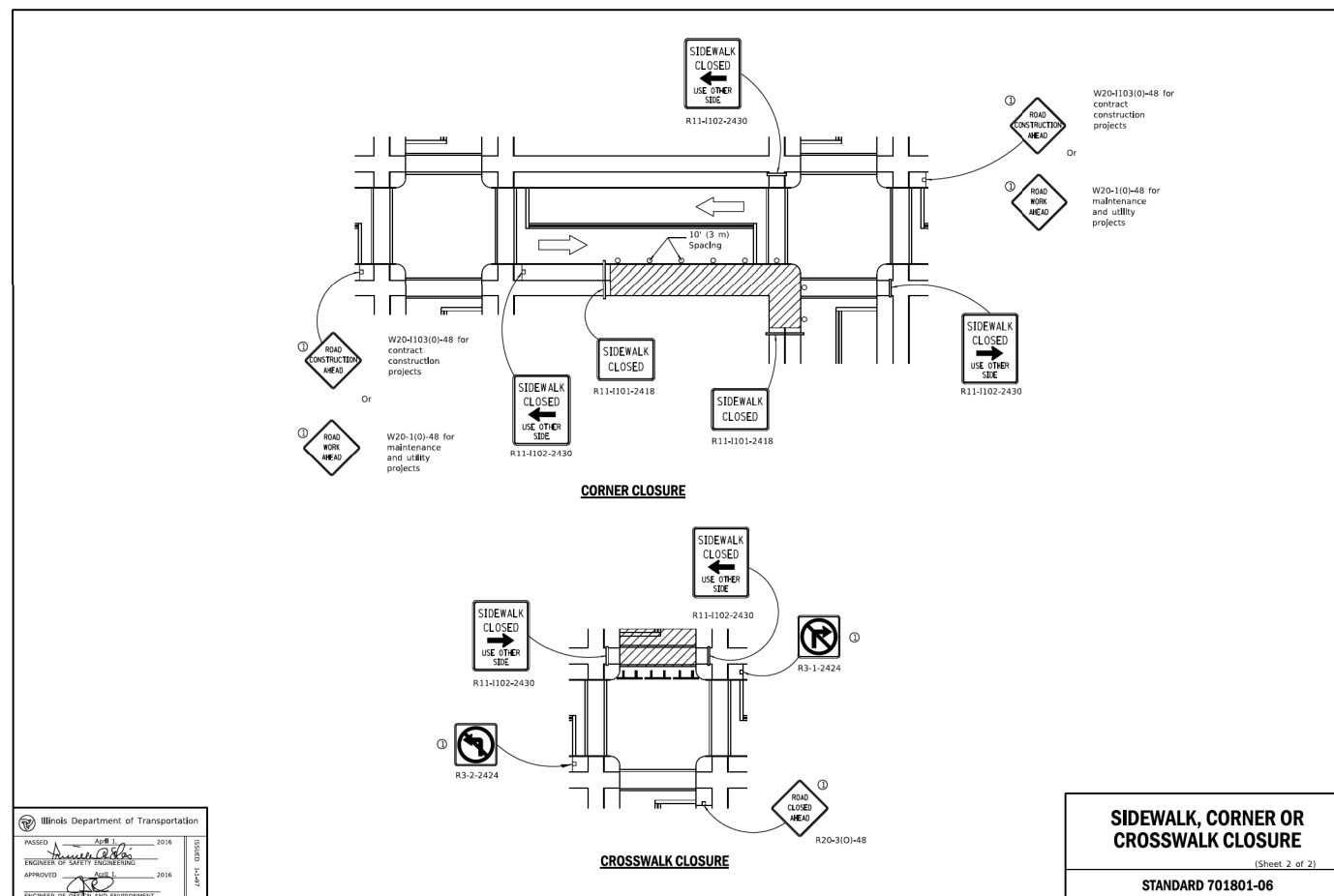
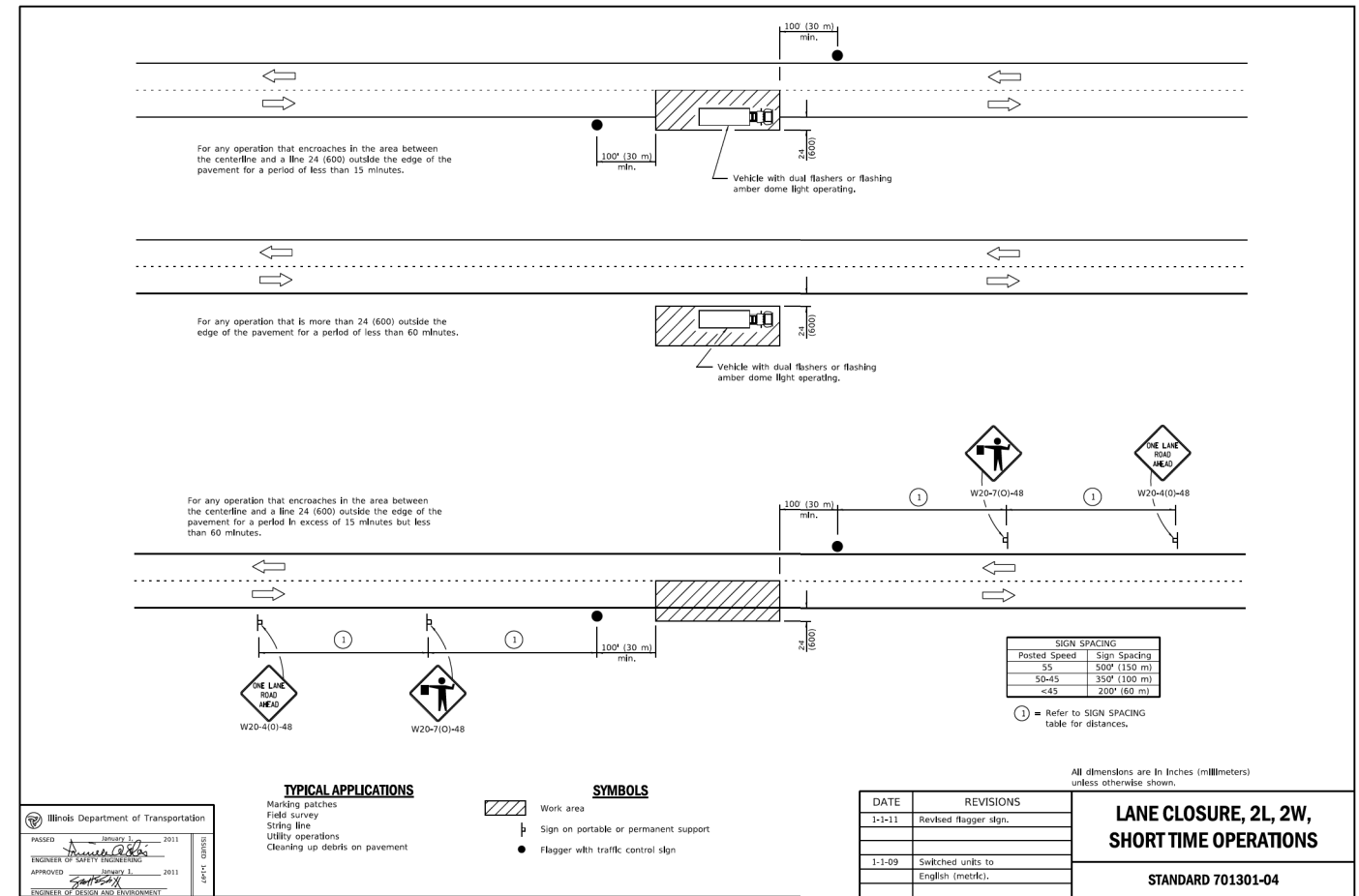
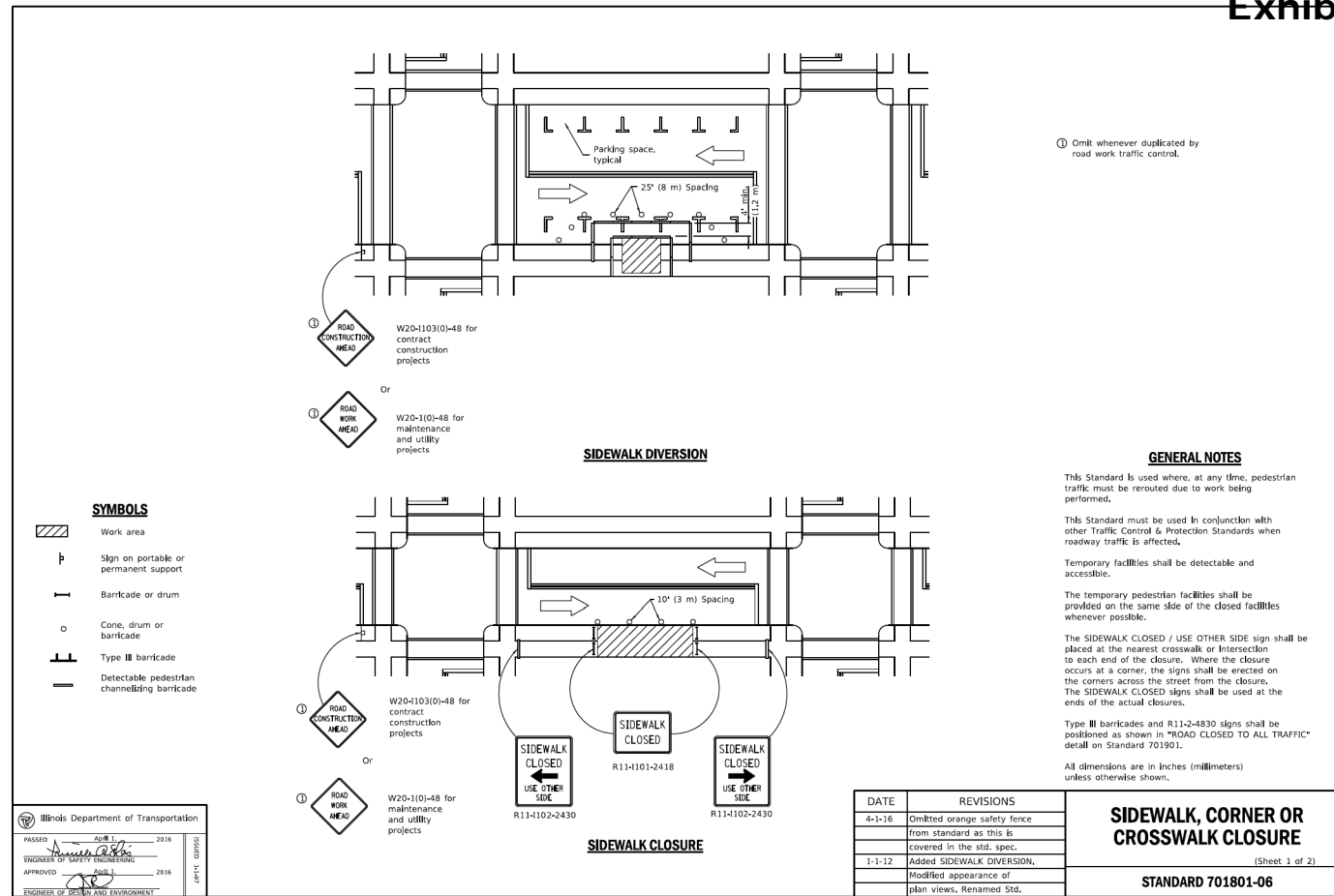
1. Staples shall be placed in a diamond pattern at 2 per s.y. for stiched blankets. Non-stiched shall use 4 staples per s.y. of material. This equates to 200 staples with stiched blanket and 400 staples with non-stiched blanket per 100 s.y. of material.
2. Staple or push pin lengths shall be selected based on soil type and conditions. (minimum staple length is 6")
3. Erosion control material shall be placed in contact with the soil over a prepared seedbed.
4. All anchor slots shall be stapled at approximately 12" intervals.



DESIGNED	_____	DATE	_____
DRAWN	EL JOHNSON	CHECKED	_____
CHECKED	_____	APPROVED	_____
APPROVED	_____		_____

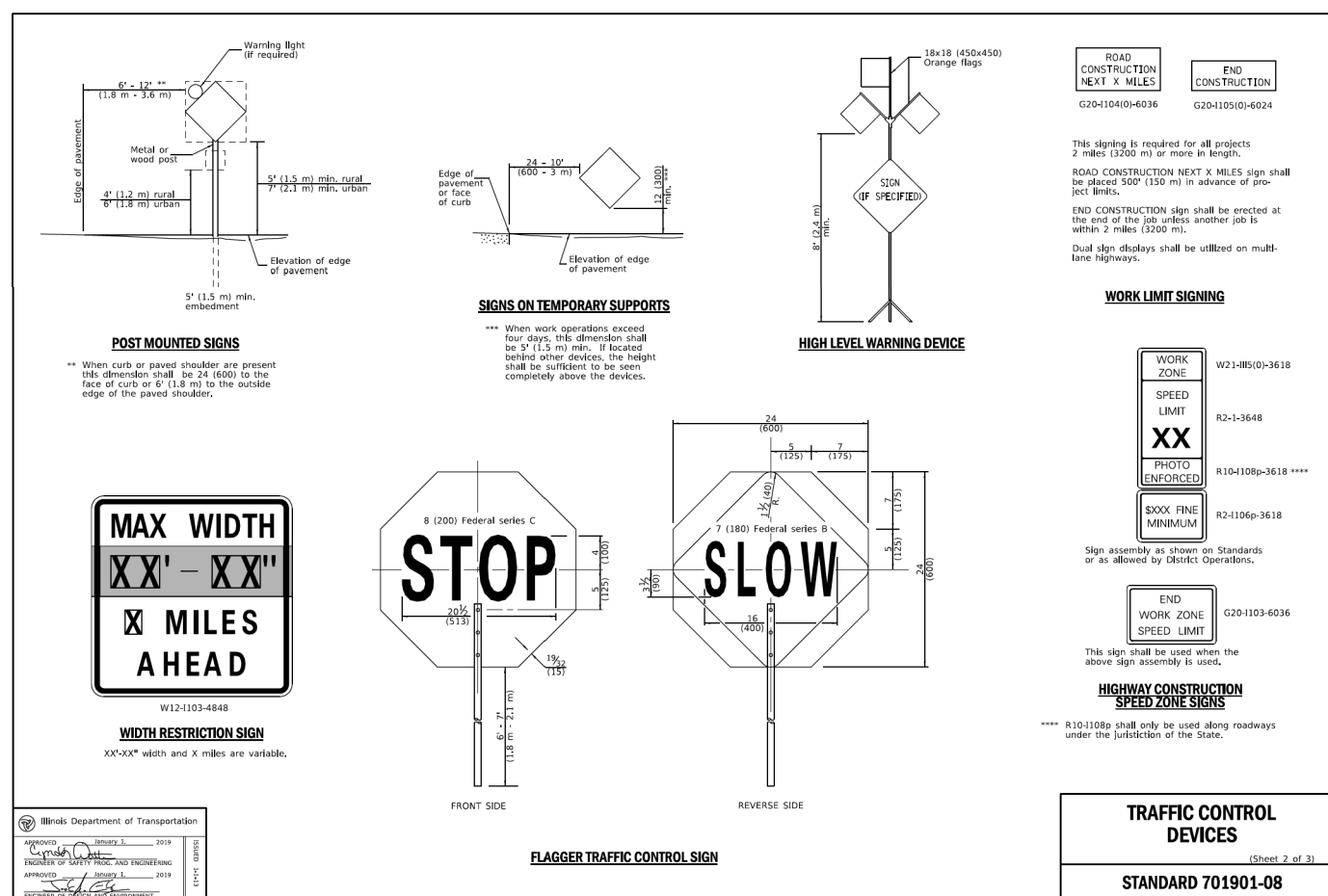
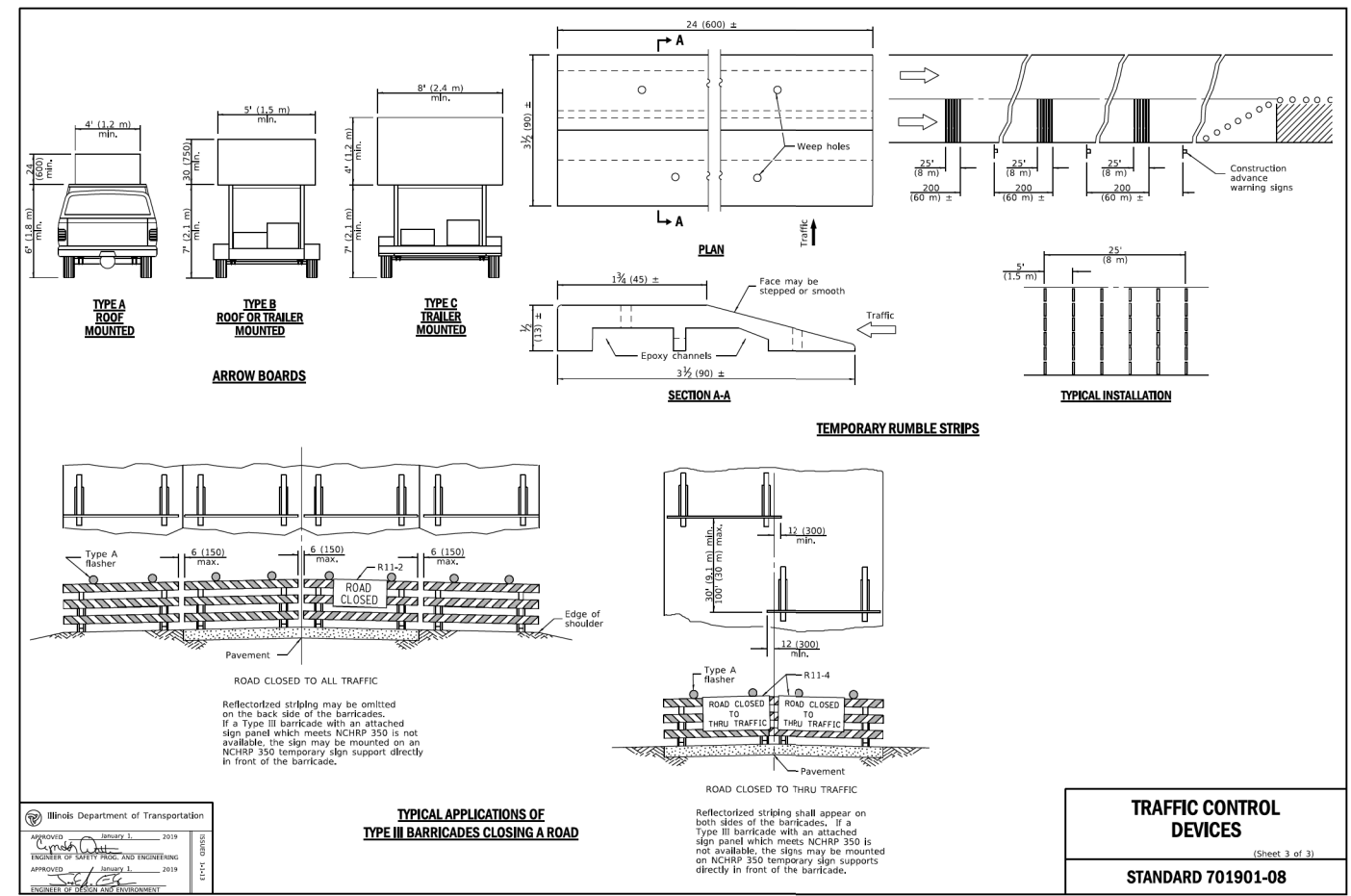
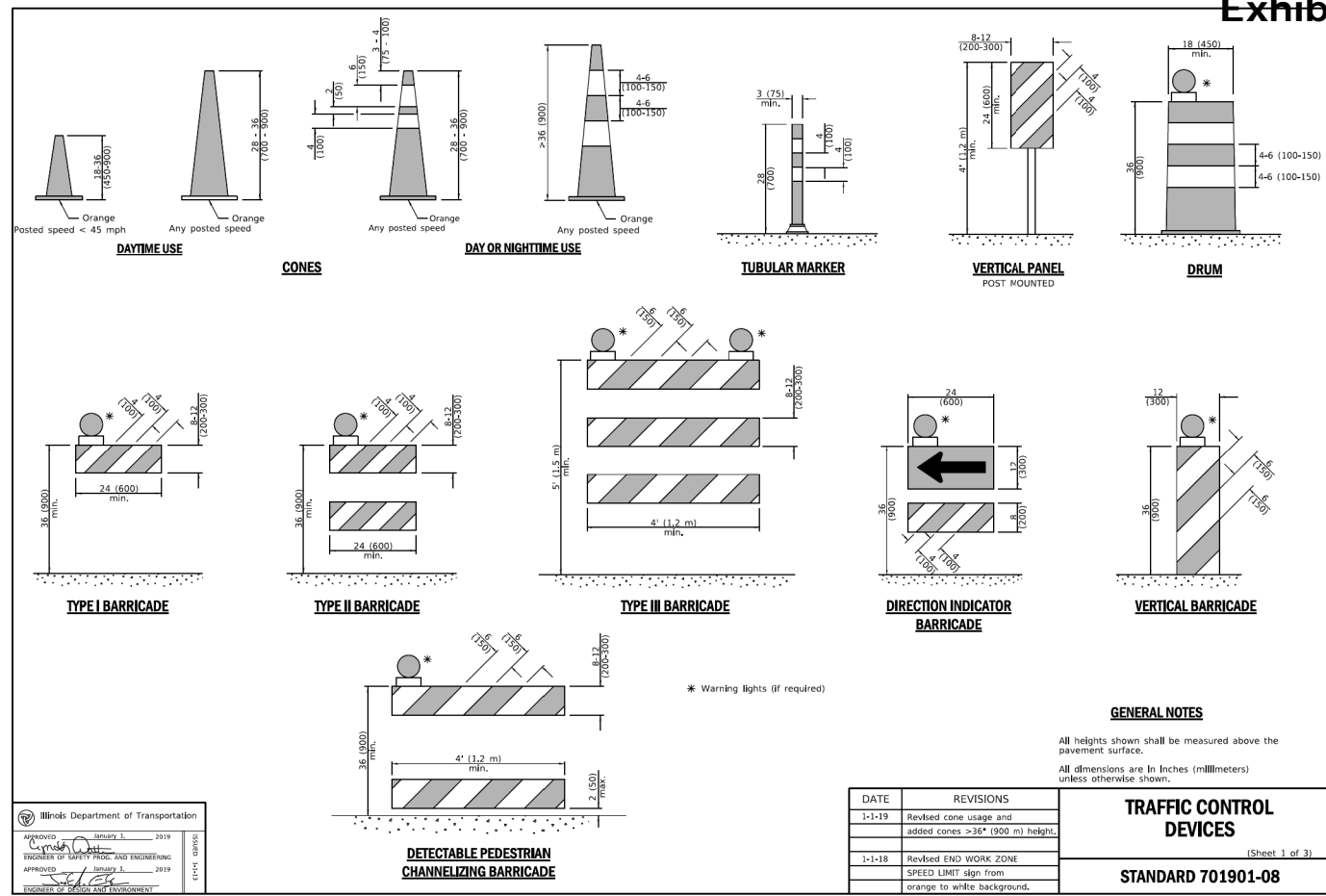
EROSION CONTROL BLANKET INSTALLATION DETAILS

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4/17/2024 10:48:14 AM U:\Microstation\data\Sidewalk - Inf\11\Oakton Neighborhood Connection\DCN\Sheets\SW-1-23_09_Details.dgn

Exhibit "A"



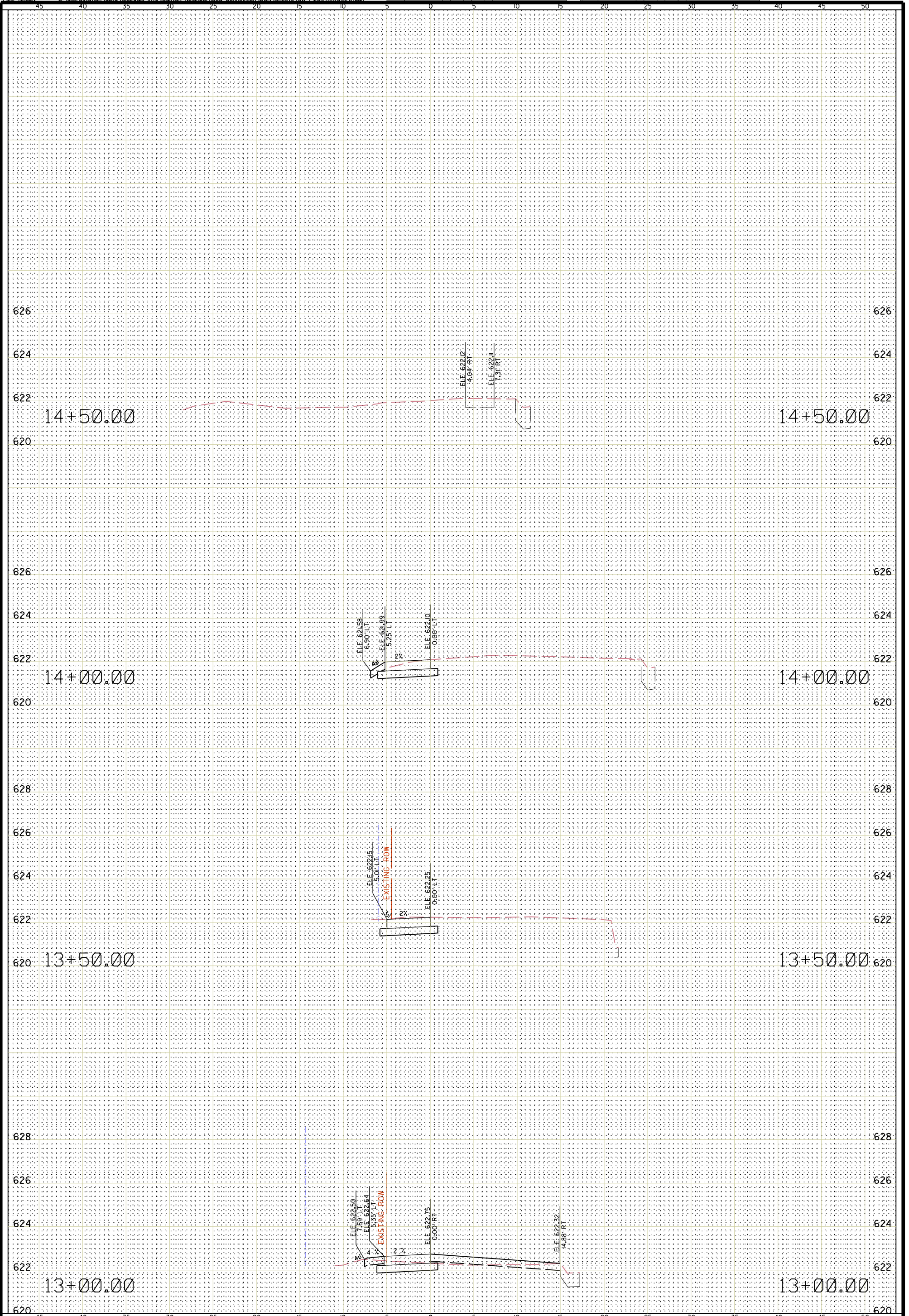
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Exhibit A

REV	DATE	BY	CHKD.

NO.	DATE	BY	CHKD.

FILE NAME: U:\Microstation\dotcom\Sidewalk Infill\Oakton Neighborhood Connection\DNV\Sheets\SW-1-23-11.XS.FW.dgn



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500



CLIENT:

DSGN.	CBBEL
DWN.	CBBEL
CHKD.	OIS
SCALE:	HORIZ. 5 VERT. 2
PLOT DATE:	4/17/2024
CAD USER:	Personal
MODEL:	

TITLE:
**CROSS SECTION
 OAKTON STREET**
 STA. 13+00.00-STA. 14+50.00

PROJ. NO. V2X-XX
 DATE: 4/17/2024
 SHEET II OF 15
 DRAWING NO.

Exhibit A

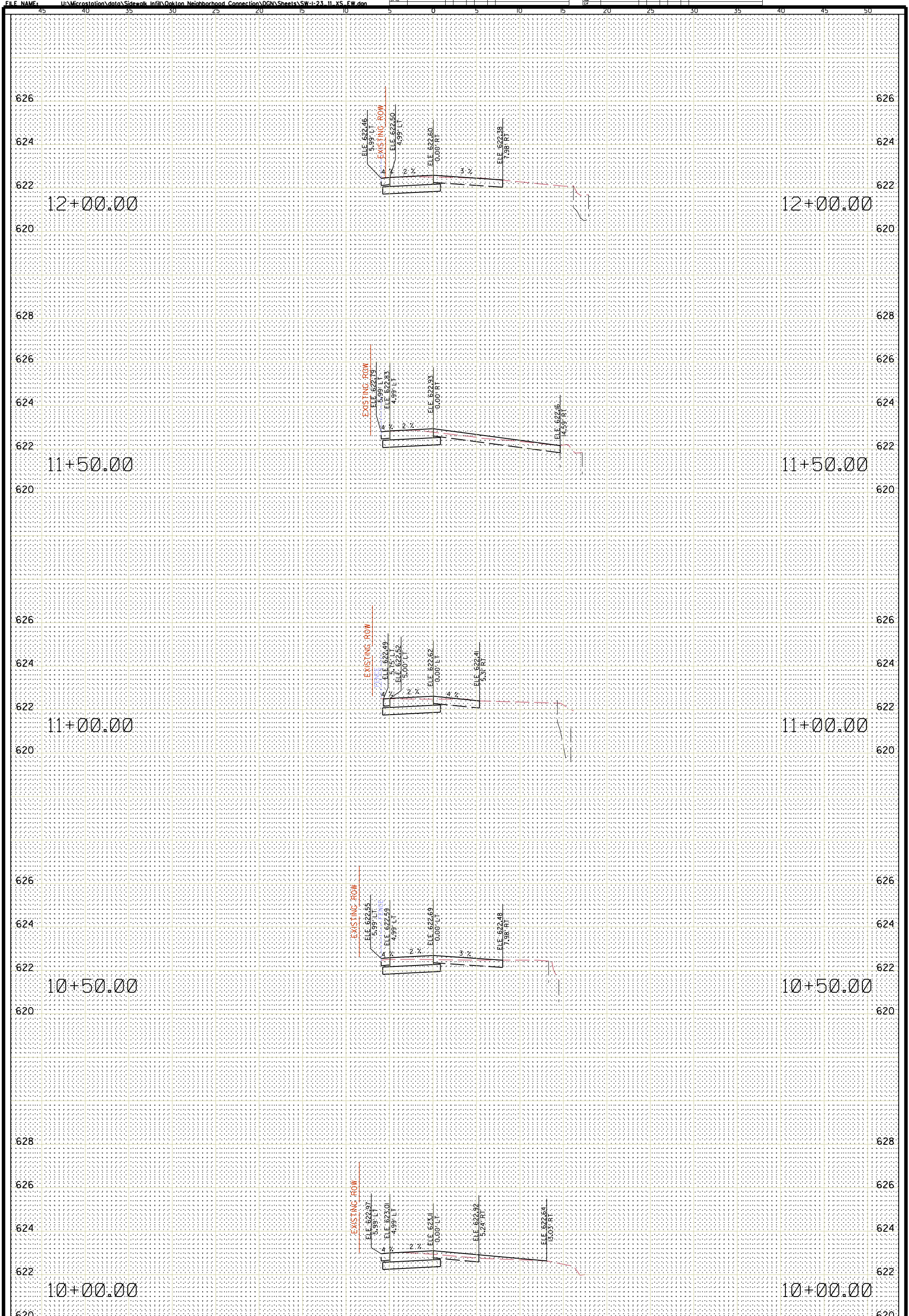
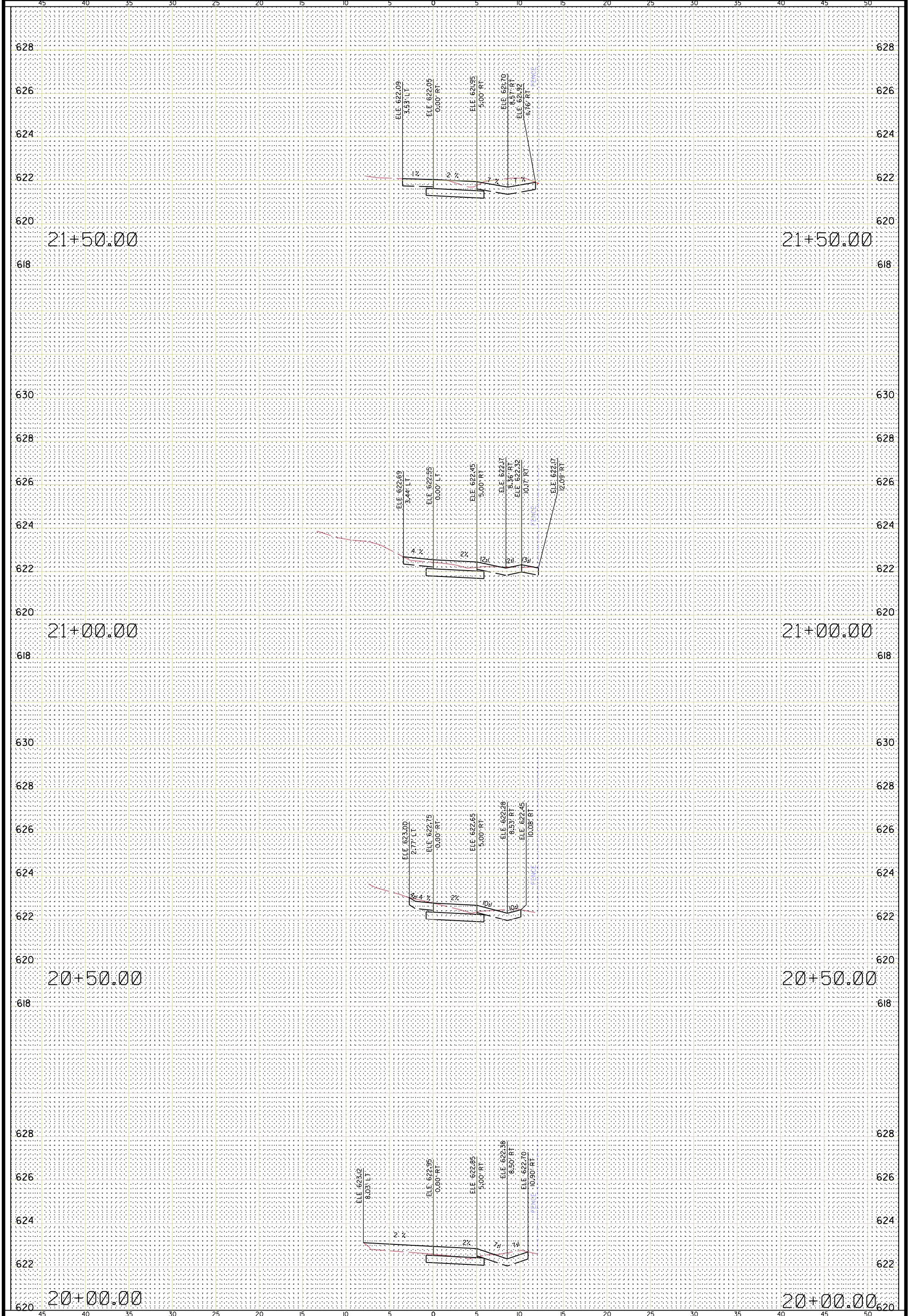


Exhibit A

FILE NAME: U:\Microstation\dot\Sidewalk Infill\Oakton Neighborhood Connection\DWG\Sheets\SW-I-23-12-XS-North.dgn

REV	DATE	BY	CHKD

NO	DATE	BY	CHKD



CHRISTOPHER B. BURKE ENGINEERING, LTD.
 9575 W. Higgins Road, Suite 600
 Rosemont, Illinois 60018
 (847) 823-0500

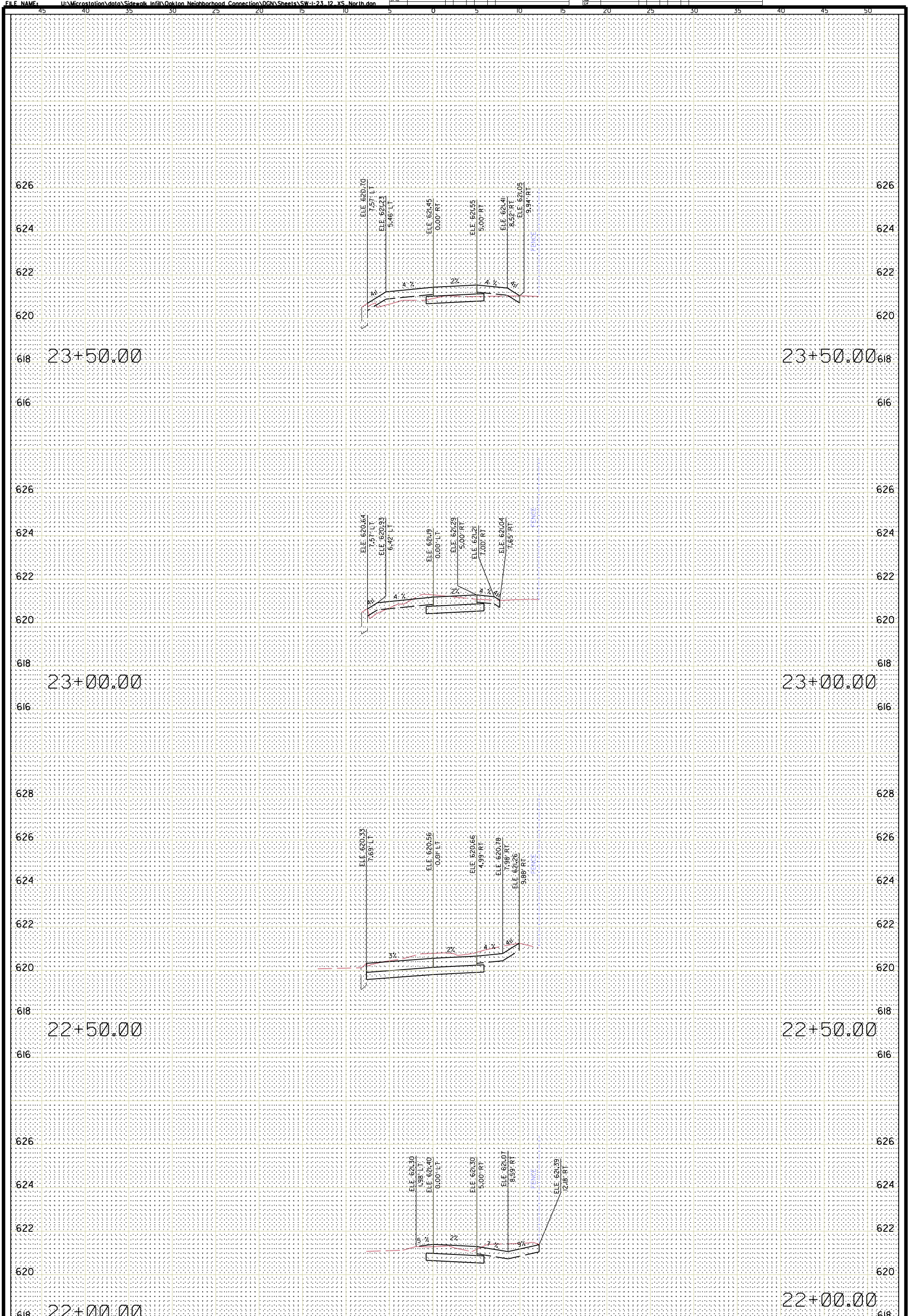



DSGN.	CBBEL
DWN.	CBBEL
CHKD.	OIS
SCALE:	HORZ. 5 VERT. 2
PLOT DATE:	4/17/2024
CAD USER:	Personal
MODEL:	

TITLE:
 CROSS SECTION
 OAKTON COURT
 STA. 20+00.00-STA. 21+50.00

PROJ. NO.	V2X-XX
DATE:	4/17/2024
SHEET	13 OF 15
DRAWING NO.	

Exhibit "A"



<p>CLIENT: CHRISTOPHER B. BURKE ENGINEERING, LTD. 9575 W. Higgins Road, Suite 600 Rosemont, Illinois 60018 (847) 823-0500</p>		<p>DSGN. CBBEL DWN. CBBEL CHKD. OIS SCALE: HORIZ. 5 VERT. 2 PLOT DATE: 4/17/2024 CAD USER: Personal MODEL:</p>	<p>TITLE: CROSS SECTION OAKTON COURT STA. 22+00.00-STA. 23+50.00</p>	<p>PROJ. NO. V2X-XX DATE: 4/17/2024 SHEET 14 OF 15 DRAWING NO.</p>
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REV	DATE	BY	CHKD.

NO.	DATE	BY	CHKD.

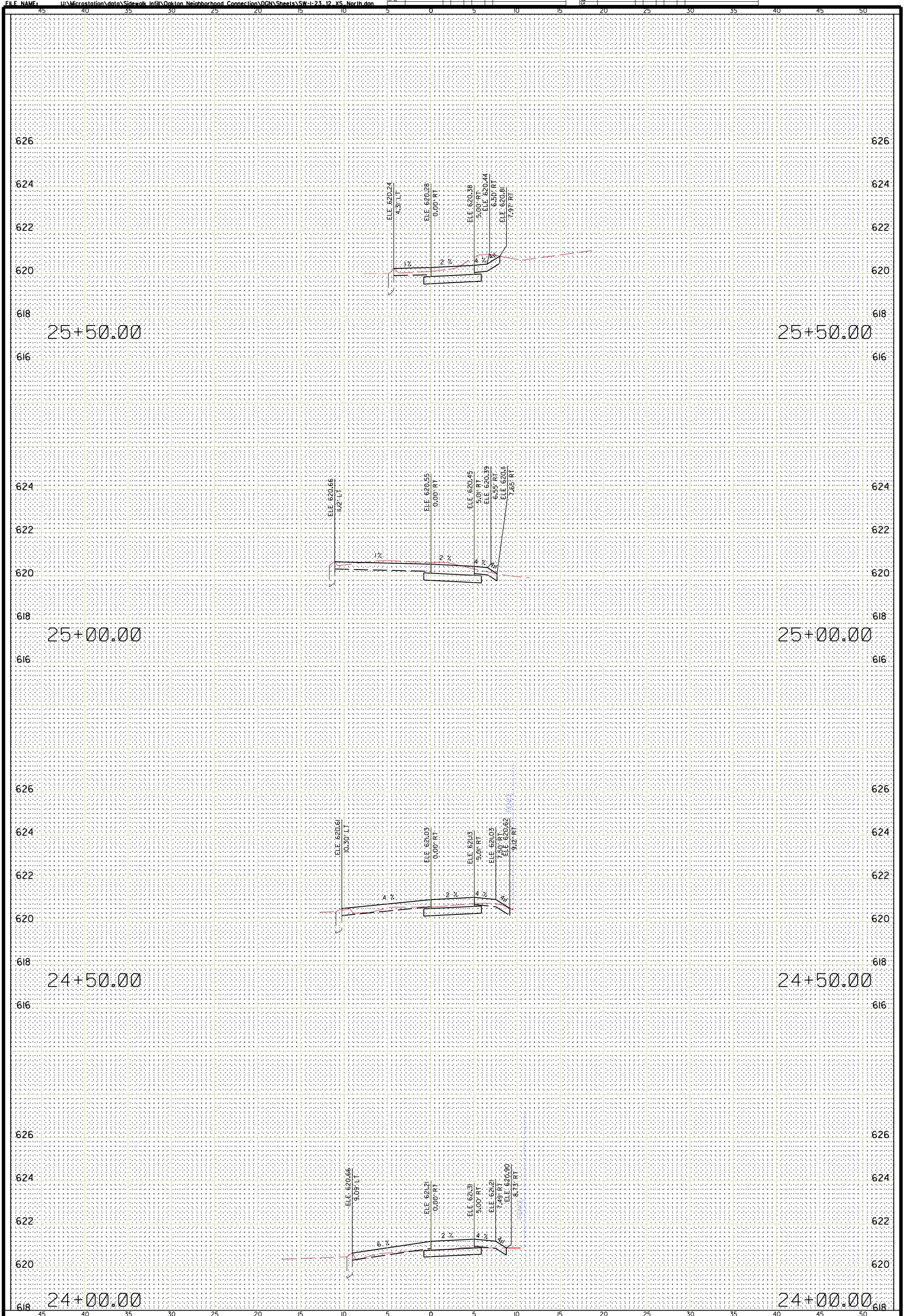


Exhibit "B"

Intergovernmental Agreement Between the Village of Morton Grove, the Village of Skokie and the Village of Niles for the Oakton Multiuse Trail Construction Project

This intergovernmental agreement (hereinafter the "Agreement"), made and entered into this ___ day of April, 2024 by and between the Village of Morton Grove, a municipal corporation and home rule unit of government under Article VII, Section (a) of the 1970 Constitution of the State of Illinois (hereinafter "Morton Grove") and the Village of Niles, a municipal corporation of the State of Illinois (hereinafter "Niles").

RECITALS

WHEREAS, Niles seeks to improve Oakton Street with a sidewalk connection from Seward Street and Oakton Court to the north to Oakton Street and west along Oakton Street to Caldwell Avenue (hereinafter the "Path"), which is located partially in Morton Grove, and partially in Niles as depicted on Exhibit A attached hereto and incorporated herein; and

WHEREAS, Morton Grove owns the property at 6702 W. Oakton Street; and

WHEREAS, the Village of Niles ("Niles") has jurisdiction over the south side of Oakton Street; and the Morton Grove has jurisdiction over the north side of Oakton Street; and

WHEREAS, in order to improve the area as a whole, Niles and Morton Grove have been partnering to improve pedestrian access on Oakton Street; and

WHEREAS, due to funding limitations, the Village cannot perform elective improvements outside of the Right-of-Way without reimbursement; and

WHEREAS, the preliminary plans include installing a 5' sidewalk along the south side and the west side of 6702 W. Oakton Street, and

WHEREAS, the parties have determined that their best interests would be served by entering into an intergovernmental agreement to address related to the Path and

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Plans. In order to improve the Path, the following shall apply:
 - a. Niles will design, construct and inspect the sidewalk path and be responsible for paying the costs associated with the work.

Exhibit "B"

- b. The parties shall provide written acknowledgment to each other approving said access for the Parties, the Engineer and the Contractor and that it is appropriate to commence the Construction;
2. Maintenance. The Village, at the Village's sole discretion, is responsible for all repairs and maintenance of the sidewalk at the Village's sole cost and expenses.
3. Use. The Village, hereby grants to the Morton, its agents and employees, rights of access across the sidewalk.
4. Insurance. The Village shall maintain general liability insurance coverage of the parking area and shall name the Morton Grove as an additional insured during construction.
5. Default. A party hereto shall be in default of the terms of this Agreement upon failure to follow any obligation herein or pay any required costs or expenses. A non-defaulting party at its election, may pursue all legal remedies including but not limited to, the right to specific performance and collection of attorney's fees.
6. Hold Harmless. Each party shall hold the other party harmless and indemnify the other for and from any claim, liability or damage cause by the negligence of the other party, the other party's invitee, employee, contractor or agent.
- 6.7. Miscellaneous
 - a. This Agreement has been approved by an Ordinance or a Resolution enacted by the respective corporate authorities of each of the parties hereto and is binding and enforceable upon said parties, in accordance with its terms.
 - b. In the event any term, provision, phrase or condition contained in this Agreement shall be deemed to be unenforceable or illegal in nature, the remainder of this Agreement shall be deemed to be in full force and effect, with such unenforceable or illegal provision being deleted and substituted with such similar provision as will be in conformance with law and enforceable.
 - e. This Agreement contains the entire understanding between the parties hereto with respect to the matters contemplated herein and may be altered or amended from time to time only by written instrument executed by all the parties hereto pursuant to appropriate legislative action.

ARTICLE FIVE: NOTICE OF CLAIM OR SUIT

- 5.1 Upon receipt of a notice of claim or suit which in any manner results from, arises out of, or is connected with performance by and Party pursuant to this Agreement,

Exhibit "B"

each Party shall use its best efforts to provide timely notice of same to the other Parties and shall fully cooperate in the investigation of said claim or suit.

ARTICLE SIX: NOTICE

Notice to Morton Grove shall be addressed to: Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
Attention: Village Administrator

With a copy to: Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
Attention: Corporation Counsel

Notice to Niles shall be addressed to: Village of Niles
1000 Civic Center Drive
Niles, Illinois, 60714
Attention: Village Manager

With a copy to: Village of Niles
1000 Civic Center Drive
Niles, Illinois, 60714
Attention: Village Attorney

Unless otherwise specified, any notice, demand or request required hereunder shall be given in writing at the addresses set forth above, by any of the following means: (a) personal service; (b) electronic communications or facsimile (FAX) machine; (c) overnight courier; (d) registered or certified mail, return receipt requested.

Such addresses may be changed when notice is given to the other Parties in the same manner as provided above. Provided, any notice, demand, or request sent pursuant to either clause (a) or (b) hereof shall be deemed received upon such personal service or upon dispatch by electronic means. Any notice, demand, or request sent pursuant to clause (c) shall be deemed received on the day immediately following deposit with the overnight courier and, if sent pursuant to clause (d) shall be deemed received forty-eight (48) hours following deposit in the mail.

ARTICLE SEVEN: ASSIGNMENT; BINDING EFFECT

7.1 This Agreement, or any portion thereof, shall not be assigned by any Parties without the prior written consent of the others.

7.2 This Agreement shall inure to the benefit of and shall be binding upon Niles, Morton Grove and their respective successors and assigns. This Agreement is intended

Exhibit "B"

to be and is for the sole and exclusive benefit of the Parties hereto and such successors and assigns.

ARTICLE EIGHT: COMPLIANCE WITH LAWS

8.1 The parties shall comply with all federal, state, and municipal laws, ordinances, rules, and regulations relating to this Agreement.

ARTICLE NINE: GOVERNING LAW AND SEVERABILITY

9.1 This Agreement shall be governed by the laws of the State of Illinois, If any provisions of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to an extent whatsoever. The invalidity of any one or more phrases, sentences, clauses or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part hereof.

ARTICLE TEN: COUNTERPARTS

10.1 This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original.

ARTICLE ELEVEN: ENTIRE AGREEMENT

11.1 This Agreement constitutes the entire agreement between the Parties and cannot be modified or amended except by mutual written agreement executed by all the Parties.

ARTICLE TWELVE: AUTHORITY

12.1 Execution of this Agreement by Morton Grove is authorized by - _____ . Execution of this Agreement by Niles is authorized by _____ . Each Party represents and warrants to the other Parties that it has the authority to enter into this Agreement and perform its obligations hereunder.

ARTICLE THIRTEEN: HEADINGS AND CONSTRUCTION

13.1 The headings and titles of this Agreement are for convenience only and shall not influence the construction or interpretation of this Agreement.

ARTICLE FOURTEEN: DISCLAIMER OF RELATIONSHIP

Exhibit "B"

14.1 Except as provided in Section 2.1 hereof, nothing contained in this Agreement nor any act of any Party shall be deemed or construed by any of the other Parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving any Party.

ARTICLE FIFTEEN: NO PERSONAL LIABILITY

15.1 No member, official, employee or agent of any Party shall be individually or personally liable in connection with this Agreement.

ARTICLE SIXTEEN: REPRESENTATIVES

16.1 Immediately upon execution of this Agreement, the following individuals will represent the parties as a primary contact in all matters under this Agreement:

For Morton Grove:

Chris Tomich
Village Engineer
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
Telephone: (847) 470-5235
Email: ctomich@mortongroveil.org

For Niles:

Timothy O'Brien
Village Engineer
Village of Niles
1000 Civic Center Drive
Niles, Illinois 60714
Telephone: (847) 588-7920
Email: tco@vniles.com

Each Party agrees to promptly notify the other Parties of any change in its designated representative, which notice shall include the name, address, telephone number, fax number, and email address of the representative for such Party for the purpose hereof.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

Exhibit "B"

IN WITNESS HEREOF, the Parties have caused this Agreement to be executed and delivered as of the date first above written.

Village of Morton Grove

By: _____

Village of Niles

By: _____

Legislative Summary

Ordinance 24-15

APPROVING A MINOR AMENDMENT TO ORDINANCE 23-18 GRANTING A SPECIAL USE PERMIT FOR A DRIVE-THROUGH FACILITY ASSOCIATED WITH A FINANCIAL INSTITUTION WITH SELECT WAIVERS AT 6210 DEMPSTER STREET IN MORTON GROVE, ILLINOIS

Introduction:	September 24, 2024
Purpose:	To amend a Special Use Permit authorizing the construction of a Fifth Third bank with a drive-through facility at 6210 Dempster Street and grant the applicant a one-year extension of time, until August 22, 2025, to begin construction on the approved financial institution and drive-through.
Background:	<p>On August 22, 2023, the Village Board approved a Special Use permit for a financial institution with a drive-through facility at 6210 Dempster Street (Ord. 23-18). Per Section 12-16-4:C.6.c of the Village Code, a special use permit is valid for a period of no longer than one year from the date of approval, unless a building permit is issued and construction is begun and actively pursued to completion.</p> <p>In the attached letter dated August 21, 2024, Randall L. Morrissey on behalf of Fifth Third Bank, the applicant, requested a one-year extension of the approved special use permit, to August 22, 2025, to allow additional time to obtain all necessary permits and begin construction. The applicant has been working diligently with Village Staff to confirm a timeline for closing on the property before the end of 2024.</p> <p>Section 12-16-4-B of the Unified Development Code allows minor amendments to existing special use permits upon the review of the request by the Building Commissioner or his/her designee, the Plan Commission Chairperson, Village Administrator, and Corporation Counsel. Since the proposed amendment would not change any aspect of the approved use or site plan, the proposed request for an extension is eligible for approval as a minor amendment to Ordinance 23-18.</p>
Programs, Dept's, Groups Affected	Department of Community and Economic Development
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	N/A
Administrative Recommendation:	Approval as presented
Second Reading:	N/A
Special Considerations or Requirements:	None

ORDINANCE 24-15

APPROVING A MINOR AMENDMENT TO ORDINANCE 23-18 GRANTING A SPECIAL USE PERMIT FOR A DRIVE-THROUGH FACILITY ASSOCIATED WITH A FINANCIAL INSTITUTION WITH SELECT WAIVERS AT 6210 DEMPSTER STREET IN MORTON GROVE, ILLINOIS

WHEREAS, the Village of Morton Grove (“Village”), located in Cook County, Illinois, is a home rule unit of government under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, and can exercise any power and perform any function pertaining to its government and affairs, including, but not limited to, the power to tax and incur debt; and

WHEREAS, 6210 Dempster Street, legally described in “**Exhibit A**”, attached hereto and made a part of this Ordinance, is a 22,166-square-foot (0.51-acre) property zoned C-1 General Commercial (“Subject Property”); and

WHEREAS, on August 22, 2023, pursuant to Ordinance 23-18, a special use permit application from Fifth Third Bank for a drive-through facility associated with a financial institution to operate at 6210 Dempster Street was approved by the Village Board; and

WHEREAS, pursuant to Ordinance 07-07 the Village adopted a Unified Development Code which set forth in Section 12-16-4:C.6.c that a special use permit shall be valid for one year unless a building permit is issued and construction is actually begun within that period and is thereafter actively pursued to completion or a certificate of occupancy is obtained and a use commenced within that period; and

WHEREAS, the applicant, Fifth Third Bank, has made proper application to the Village of Morton Grove for a minor amendment to the previously granted special use permit for a time extension of one (1) year, until August 22, 2025, to meet the parameters of Section 12-16-4:C.6.c; and

WHEREAS, pursuant to Ordinance 07-07, the Village adopted a Unified Development Code which set forth an abbreviated procedure for minor revisions to special use permits which allows for the granting of such amendments without a formal public hearing process subject to the recommendation for approval by the Village Administrator, Corporation Counsel, Building Commissioner, and Plan Commission Chairperson and subsequent approval by the Village Board; and

WHEREAS, the Village Administrator, Corporation Counsel, Building Commissioner and Plan Commission Chairperson have found this amendment with certain conditions as set forth in this ordinance meets the standard for the abbreviated process described above, and as such recommend approval of the minor amendment to Ordinance 23-18; and

WHEREAS, pursuant to the provisions of the Village of Morton Grove Unified Development Code, the Corporate Authorities have determined the proposed amendment to the special use shall be approved subject to conditions and restrictions as set forth herein.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1. Incorporation by Reference. The Corporate Authorities do hereby incorporate the foregoing WHEREAS clauses into this Ordinance by this reference, as though fully set forth herein, thereby making the findings as hereinabove set forth.

SECTION 2. Approval of Amendment to Special Use Permit. The Corporate Authorities hereby grant Fifth Third Bank an amendment to the previously granted Special Use Permit, pursuant to Ordinance 23-18, to allow for an extension of time for the commencement and progression of the construction of the approved development subject to the following conditions and restrictions which shall be binding upon the owners, lessees, and occupants and users of this property, their successors and assigns:

1. The project shall meet the parameters of Section 12-16-4:C.6.c by August 22, 2025; and
2. All conditions of Ordinance 23-18 shall remain in effect.

SECTION 3. Village Records. The Village Clerk is hereby authorized and directed to amend all pertinent records of the Village of Morton Grove to show and designate the Special Use Permit as granted hereunder.

SECTION 4. Failure to Comply with Conditions. Upon failure or refusal of the Applicant to comply with any or all of the conditions, restrictions or provisions of this Ordinance, the Corporate Authorities may initiate the revocation of the Special Use Permit granted in this Ordinance, in accordance with process and procedures established in the Unified Development Code.

SECTION 5. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

Passed this 24th day of September 2024.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 24th day of September 2024.

Daniel DiMaria, Village President
Village of Morton Grove
Cook County, Illinois

Attested and Filed in my office this
25th day of September 2024.

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois

LIST OF EXHIBITS

- EXHIBIT A Legal Description, 6210 Dempster Street
- EXHIBIT B Request for Special Use Permit Time Extension from Randall L.
Morrissey on Behalf of Fifth Third Bank, Dated August 21, 2024

EXHIBIT A

6210 DEMPSTER STREET, MORTON GROVE, ILLINOIS 60053 LEGAL DESCRIPTION:

PARCEL 1:

THE EAST 132 FEET (EXCEPT THE NORTH 442 FEET THEREOF) OF THE SOUTH 660 FEET OF THE WEST 1226.94 FEET OF LOT 4 IN ASSESSOR'S DIVISION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 2:

LOTS 1 TO 19 BOTH INCLUSIVE, ALSO THAT PART OF THE VACATED GEORGIANA AVENUE LYING BETWEEN THE SOUTH LINE OF LOT 4 EXTENDED WEST AND ALONG THE NORTH LINE OF LOT 19 EXTENDED WEST, LYING EAST OF LOTS 1 AND 3 AND THE EAST LINE OF SAID LOT 1 EXTENDED SOUTH TO THE NORTHEAST CORNER OF SAID LOT 3 AND WEST OF LOTS 4 TO 19, BOTH INCLUSIVE, AND THE WEST LINE OF SAID LOT 4 EXTENDED NORTH TO THE SOUTHWEST CORNER OF SAID LOT 11; ALSO THE VACATED ALLEY LYING BETWEEN THE EAST AND WEST LINES OF LOT 1 EXTENDED SOUTH AND LYING NORTH OF LOTS 4, 5, 6, 7 AND THAT PART OF LOT 8; ALSO, THE VACATED ALLEY BETWEEN THE EAST AND WEST LINES OF LOT 1 EXTENDED SOUTH AND LYING NORTH OF LOTS 2 AND 3, ALL IN THE SUBDIVISION OF THE SOUTH 3 ACRES OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 20, 1929 AS DOCUMENT NUMBER 10375688, IN COOK COUNTY, ILLINOIS.

PARCEL 3:

THAT PART OF THE EAST-WEST ALLEY AND THE NORTH-SOUTH ALLEY IN THE SUBDIVISION OF THE SOUTH 3 ACRES OF PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO DOCUMENT NUMBER 1037588, RECORDED MAY 20, 1929, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 10 IN THE SUBDIVISION OF THE SOUTH 3 ACRES AFORESAID, THENCE NORTH ALONG THE EAST LINE OF SAID LOT 10 EXTENDED NORTHERLY TO THE SOUTH LINE OF LOT 20 IN THE SUBDIVISION OF THE SOUTH 3 ACRES AFORESAID, SAID SOUTH LINE ALSO BEING THE NORTH LINE OF SAID EAST-WEST ALLEY; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 20 TO THE WEST LINE OF SAID LOT 20, SAID WEST LINE ALSO BEING THE EAST LINE OF SAID NORTH-SOUTH ALLEY; THENCE NORTH ALONG SAID WEST LINE OF LOT 20, A DISTANCE OF 7.0 FEET; THENCE WESTERLY PARALLEL WITH THE SOUTH LINE OF SAID EAST-WEST ALLEY TO THE WEST LINE OF SAID NORTH-SOUTH ALLEY, SAID WEST LINE ALSO BEING THE EAST LINE OF LOT 11 IN THE SUBDIVISION OF THE SOUTH 3 ACRES AFORESAID; THENCE SOUTHERLY ALONG THE WEST LINE OF SAID NORTH-SOUTH ALLEY TO THE SOUTH LINE OF SAID EAST-WEST ALLEY; SAID WEST LINE OF THE NORTH-SOUTH ALLEY BEING ADJACENT TO THE EAST LINE OF SAID LOT 11 AND ADJACENT TO THE VACATED EAST-WEST ALLEY PER DOCUMENT NUMBER 14439905; THENCE EASTERLY ALONG THE SOUTH LINE OF SAID EAST-WEST ALLEY TO THE POINT OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 4:

THE SOUTH 7 FEET OF THE WEST 44.33 FEET OF LOT 20 IN THE SUBDIVISION OF THE SOUTH 3 ACRES OF PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PARCEL 5:

THAT PART OF THE EAST 20 ACRES OF THE WEST 16.59 CHAINS OF THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES SOUTH OF THE NORTH 10 CHAINS THEREOF, (EXCEPTING THE NORTH 653.75 FEET THEREOF) AND (ALSO EXCEPTING FROM SAID EAST 20 ACRES THAT PART LYING NORTHWESTERLY OF A LINE DRAWN SOUTHWESTERLY FROM THE NORTHEAST CORNER THEREOF TO A POINT ON THE WEST LINE OF SAID EAST 20 ACRES WHICH IS 668 FEET SOUTH OF THE NORTHWEST CORNER THEREOF), AND ALSO THAT PART OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING 18.59 CHAINS EAST OF THE SOUTHWEST CORNER OF SAID SECTION 17, THENCE NORTH 10 CHAINS, THENCE WEST 2 CHAINS, THENCE NORTH 19.81-3/4 CHAINS TO A POINT 10 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTHWEST QUARTER, THENCE EAST 4.938 CHAINS, THENCE SOUTH 10.126 CHAINS, THENCE EAST 0.972 CHAINS, THENCE SOUTH 14.414 CHAINS, THENCE EAST 0.69 CHAINS, THENCE SOUTH TO THE SOUTH LINE OF THE SAID SECTION, THENCE WEST, 4.60 CHAINS TO THE PLACE OF BEGINNING (EXCEPTING THE SOUTH 3 ACRES THEREOF AND ALSO EXCEPTING THE NORTH 653.75 FEET THEREOF), ALL IN COOK COUNTY, ILLINOIS.

PARCEL 6:

THE NORTH 442 FEET AS MEASURED ALONG THE WEST AND EAST LINES OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 41 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT A POINT IN THE SOUTH LINE OF SAID SECTION 1094.94 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION, RUNNING THENCE NORTH ALONG A LINE FORMING AN ANGLE OF 91 DEGREES 09 MINUTES 30 SECONDS FROM WEST TO NORTH A DISTANCE OF 660 FEET; THENCE EAST PARALLEL WITH SAID SOUTH LINE OF SAID SECTION 132 FEET; THENCE SOUTH PARALLEL WITH FIRST DEFINED LINE 660 FEET TO THE SOUTH LINE OF SAID SECTION 17; THENCE WEST ALONG SAID SOUTH LINE 132 FEET TO THE PLACE OF BEGINNING, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY INDEX NUMBER:

10-17-305-011-0000

EXHIBIT B

**REQUEST FOR SPECIAL USE PERMIT TIME EXTENSION
FROM RANDALL L. MORRISSEY ON BEHALF OF FIFTH THIRD BANK**

Dated August 21, 2024



Randall L. Morrissey

Vice President

Real Estate Manager

Fifth Third Bank

EWS

4685 Winfield Road

Warrenville, IL 60555

Phone: 847-354-7206

August 21, 2024

Chuck Meyer

Village Administrator

Village of Morton Grove

6101 Capulina Avenue

Morton Grove, IL 60053

RE: Special Use Permit for the Fifth Third Bank drive thru located at 6210 Dempster Street

Dear Mr. Chuck Meyer,

Please accept this letter as Fifth Third Bank's formal request to extend the expiration date of special use permit (Ordinance 23-18) for the above-captioned location that is set to expire on August 22, 2024. Please extend our expiration date for another year to August 22, 2025. Let me know if you need any additional information from me.

Thank you in advance for your time and efforts on the extension of our special use permit.

Sincerely,

A handwritten signature in black ink that reads "Randall L. Morrissey".

Randall L. Morrissey

Vice President/Real Estate Manager

Enterprise Workplace Services

Fifth Third Bank

4685 Winfield Rd – MD G24310

Warrenville, IL 60555

Tele: 847.354.7206

randy.morrissey@53.com