



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA**

November 22, 2021 - 7:00 pm

THE RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVE, MORTON GROVE, IL 60053

COVID-19 NOTICE

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. Pursuant to Governor Pritzker's Executive Order 2021-20 all individuals are required to wear a mask when attending public Village meetings regardless of vaccination status. Individuals should not attend public meetings if they have tested positive for COVID-19 within the past 14 days have been in contact with another person who has tested positive for COVID-19 during the past 14 days, or have any symptoms associated with COVID-19.

(The hour between 6:00 and 7:00 pm is set aside for Executive Session per 1-5-7A 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**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes**
 - a. Regular Meeting November 8, 2021
5. **Special Reports –**
 - a. Swearing in Fire Chief – Ralph Ensign
 - b. Fire Prevention Poster Contest Awards Presentation
6. **Public Hearings – 2022 Budget**
7. **Plan Commission Reports – None**
8. **Residents' Comments (agenda items only)**
9. **President's Report – Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee**

- a. Proclamation: Food Pantry Awareness Month
- b. **Resolution 21-74:** Authorizing the Installation of Temporary Street Signs in the 9300 Block of Oketo Street in Morton Grove, Illinois to Honor Bette C. Horstman

10. **Clerk's Report** – *Condominium Association, Strategic Plan Committee*

11. **Staff Report**

- a. Village Administration
- b. Corporation Counsel

12. **Reports by Trustees**

a. **Trustee Grear** – *Police Department, Police Pension Bd, Police Facility Committee, Plan Commission/Zoning Board, Lehigh/Ferris TIF, Special Events Commission (Trustee Minx)*

b. **Trustee Khan** – *IT, Legal Department, Traffic Safety Commission, Emergency Management Agency (Trustee Travis)*

c. **Trustee Minx** – *Finance Department, Finance Advisory Commission, Appearance Commission, Capital Projects, (Trustee Grear)*

- 1) **Ordinance 21-13** (*Introduced November 8, 2021*) (*Second Reading*): An Ordinance Adopting the Budgets for all Corporate Purposes of the Village of Morton Grove and the Morton Grove Library, Cook County, Illinois for the Calendar Year Effective January 1, 2022, and Ending December 31, 2022
- 2) **Ordinance 21-14** (*Introduced November 8, 2021*) (*Second Reading*): An Ordinance Levying and Assessing Taxes for the Village of Morton Grove, Cook County, Illinois for 2021 to be Collected in the Fiscal Year beginning January 1, 2022, and ending December 31, 2022
- 3) **Resolution 21-67:** Tax Abatement Resolution for 2021 Tax Levy Relating to Ordinance 15-02
- 4) **Resolution 21-68:** Tax Abatement Resolution for 2021 Tax Levy Relating to Ordinance 02-30
- 5) **Resolution 21-69:** Tax Abatement Resolution for 2021 Tax Levy Relating to Ordinance 19-15

d. **Trustee Thill** – *Advisory Commission on Aging, Family and Senior Services Department, SWANCC, Building Department, Chamber of Commerce, Water Commission (Trustee Witko)*

e. **Trustee Travis** – *Community Relations Commission, Fire Department, Fire Pension Board, RED Center, Fire and Police Commission, NIPSTA (Trustee Khan)*

- 1) **Resolution 21-70:** Authorizing a Contract Extension with the Morton Grove Firefighters Association
- f. **Trustee Witko** – *Farmers’ Market, Public Works Department, Community and Economic Development Department, Economic Development Commission, Environment and Natural Resource Commission, Dempster Street Corridor Plan, Sawmill Station TIF (Trustee Thill)*
 - 1) **Resolution 21-71:** Authorizing the Purchase of 3,000 Tons of Roadway Salt from Compass Minerals America, Inc.
 - 2) **Resolution 21-72:** Authorizing the Purchase of One New Freightliner Dump Truck with Spreader and Snow Plow from Trans Chicago Truck Group of Elmhurst, Illinois
 - 3) **Resolution 21-73:** Authorizing the Execution of a Service Contract with Municipal GIS Partners, Inc. (MGP) for Geographic Information System Services
 - 4) **Ordinance 21-15** An Ordinance Approving an Easement Agreement Between the Village of Morton Grove, and the Morton Grove Park District for the Installation and Maintenance of a Water Main in Harrer Park.

13. **Other Business**

14. **Presentation of Warrants** - \$2,319,433.90

15. **Residents’ Comments**

16. **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
NOVEMBER 8, 2021**

CALL TO ORDER

- I. Village Clerk Eileen Harford convened the Regular Meeting of the Village Board at 7:00 p.m. and stated that Mayor Dan DiMaria was absent with notice. She asked for a motion to appoint a trustee to serve as President pro-tem for tonight's meeting.

Trustee Minx moved to appoint Trustee Bill Grear as President pro-tem for this meeting, seconded by Trustee Khan.

Motion passed: 6 ayes, 0 nays.

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

- II. President pro-tem Grear then led the Board and assemblage in the Pledge of Allegiance.
- III. Village Clerk Eileen Harford called the roll. Present were Trustees Bill Grear, Saba Khan, Rita Minx, John Thill, Connie Travis, and Janine Witko.

IV. **APPROVAL OF MINUTES**

1. Trustee Minx moved to accept the Minutes of the October 25, 2021 Village Board meeting as presented, seconded by Trustee Travis. **Motion passed unanimously via voice vote.**
2. Trustee Thill moved to approve the Minutes of the Special Meeting of October 31, 2021, seconded by Trustee Minx. **Motion passed with one abstention (Trustee Grear) via voice vote.**

V. **SPECIAL REPORTS**

1. Outstanding Neighbor Recognition
- a. President pro-tem Grear introduced Community Relations Commissioners Janice Cha and Ginny Ching-Yin Lo to present the Commission's Outstanding Neighbor Award tonight to Laura Frisch.
- b. Commissioner Cha noted that Commissioner Bob Burkhardt and Chairperson Arcelia Pimentel were also in attendance this evening.

- V. **SPECIAL REPORTS** (continued)
- c. Commissioner Cha explained that the mission of the Community Relations Commission (CRC) is to foster, encourage, and improve our sense of community through positive interactions among all Morton Grove residents regardless of age, gender, religion, national origin, or economic status.
 - d. Commissioner Lo said she and Ms. Cha were pleased to represent the Commission this evening in acknowledging another extraordinary neighbor through the Outstanding Neighbor Recognition Program. This program gives all Morton Grove residents the opportunity to acknowledge an outstanding neighbor for doing special things that make your neighborhood a better place.
 - e. Commissioner Cha said tonight's Outstanding Neighbor is Laura Frisch, a great individual, neighbor, and friend. She said Laura's nominator, Selma Ramen, had wonderful things to say about her. Ms. Cha invited Laura to the podium as Commissioner Lo shared Selma's reasons for nominating Laura.
 - f. Ms. Lo stated that Selma wrote, "Laura is known as the friendly and kind face on Crain Street. She treats everyone with respect and checks up on all her neighbors, regardless of their race, religion, ethnicity, etc. She not only shares her special holidays with others, but celebrates holidays of different faiths, too. She's very inclusive, and participates in many charity events and helps raise awareness for different minority groups. A neighbor like her is very hard to find, and we are blessed to have her in Morton Grove."
 - g. Commissioner Cha presented Laura with flowers from the CRC, and invited President pro-tem Gear and Trustee liaison Travis to come to the podium to present Laura with some tokens of the Village's appreciation.
 - h. President pro-tem Gear told Laura, "You are exactly what we had in mind when we created this program, and you put the "amazing" in our tag line Incredibly Close. Amazingly Open." He presented her with a pen and a \$25 gift card to any of the Village's eating establishments. Trustee Travis presented Laura with a Certificate of Recognition as well. Recipients of the Outstanding Neighbor recognition generally get a special pin, which the Village will get to Laura later. President pro-tem Gear thanked Laura and the Community Relations Commission for the fine work they do.
 - i. Laura thanked the Board, Commissioners Cha and Lo and the other members of the Commission present tonight, and her nominator, Selma. She said she really appreciated this but doesn't believe that she's "unique," noting that "this is the kind of place you can walk down the street and say hello to people and meet people from all over the world, people who live here, people who have lived here for generations." She added, "COVID has taught us the importance of having a network and the importance of having people you can count on, especially your neighbors."
 - j. Ms. Lo stated that the Commission is always looking for new members. She invited anyone who is interested in serving the Village to join the Commission. The CRC meets the second Tuesday every month at 6:30 p.m. Meetings are held at Village Hall in the second floor conference room. The next meeting is scheduled for tomorrow night. All are welcome!

V. **SPECIAL REPORTS** (continued)

2. Saved By the Belt Award Presentation

- a. President pro-tem Grear asked Police Chief Mike Simo to come to the podium for this presentation. Chief Simo then explained that the “Saved by the Belt Award” is an award given jointly by the Morton Grove Police Department and the Illinois Department of Transportation (IDOT). The purpose of the award is to recognize people who survive bad car accidents because they were wearing their seat belt.
- b. Chief Simo said that, on September 15, 2021 the MGPD was called to a horrific accident at Golf Road near Chick Evans Golf Course. Five vehicles were involved, including one that had rolled over. Several weren’t drivable after the accident. Debbie Atkins and Jane Hunt were in one of the vehicles, and both survived with minor injuries because they were wearing their seat belts. Chief Simo said the MGPD’s Traffic Unit nominated Jane and Debbie, and several others, to the State for consideration to receive the “Saved by the Belt” award. He noted that the four other people who also were involved weren’t able to be here this evening, but the MGPD would be sure to get each of them their awards.
- c. Chief Simo presented Ms. Atkins and Ms. Hunt with their award and thanked them for being here tonight to help drive home the importance of wearing seat belts. He told them, “you’re living proof that seat belts work.”

VI. **PUBLIC HEARINGS**

NONE

VII. **PLAN COMMISSION REPORTS**

NONE

VIII. **RESIDENTS’ COMMENTS (Agenda Items Only)**

NONE

IX. **PRESIDENT’S REPORT**

1. President pro-tem Grear congratulated MG Park District Commissioner Paul and Trustee Rita Minx on the occasion of their 51st wedding anniversary today, and complimented them both on their dedication.
2. President pro-tem Grear asked for a moment of silence to honor the passing of John Slater, noting that Mr. Slater deserves a lot more than a “moment.” He said Mr. Slater was a true giver.

IX. PRESIDENT’S REPORT (continued)

- a. President pro-tem said Mr. Slater was always very generous and never wanted any thank-you’s, prestige or accolades for his generosity. He was truly a very humble man, and he will be missed.
3. President pro-tem asked for a motion to concur with his appointment of Ralph Ensign as the new Morton Grove Fire Chief. Trustee Minx so moved, seconded by Trustee Travis.

Motion passed: 6 ayes, 0 nays.

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

Trustee Thill asked Mr. Czerwinski to share some details about the new fire chief.

- a. Mr. Czerwinski said the Village conducted a wide recruitment process to find the appropriate management person to lead the Morton Grove Fire Department. He noted that the Chief has been gone for some time now, and the Deputy Chiefs have been picking up the extra work. The Village received 22 applications and two internal candidates also applied. An arduous review of all applications then ensued. Mr. Czerwinski said Mayor DiMaria has met with Ralph and felt he was the right choice.
- b. Mr. Czerwinski said Ralph is no stranger to the fire service. He began as a firefighter in Highland Park and worked his way through the ranks. He has served as deputy chief in three other departments, most recently served in Glenview, and has also served as the Chief in Glenview. He has accelerated his understanding of the fire service through his many years of interactions with the accreditation process the fire service uses on a national basis. He travels and reviews fire departments, bringing concepts back to his department and to the Illinois Fire Chiefs.
- c. Mr. Czerwinski said the Village is proud that Ralph applied for and was successful in being selected as the new Morton Grove Fire Chief. He said Ralph is an individual who has great communication skills, good interpersonal skills—traits that will be very positive for Morton Grove. He will continue the excellent record of the MGF, and MGF personnel will continue their outstanding work.
- d. Mr. Czerwinski said he and Chief Ensign were both in MABAS Division 3 and NIPSTA together. The chief will begin his employment on November 15 and there will be a formal swearing-in for him at the November 22, 2021 Board Meeting.
4. President pro-tem Grear said he attended the “Pumpkin Smash” at Harrer Park this past Saturday. Nearly 500 pumpkins were smashed! He said it was a great event, run by the Park District and the Village’s Environment & Natural Resources Commission, assisted by Joe Dahm, the Village’s Public Works Director. The purpose of the “smash” was to keep pumpkins out of landfills and have them composted instead. President pro-tem Grear said it was a lot of fun and he hoped this would become an annual tradition.

X. CLERK'S REPORT

Clerk Harford had no report this evening.

XI. STAFF REPORTS

A. Village Administrator:

1. Mr. Czerwinski announced that the Amazon Fresh grocery store in Sawmill Station will be opening on Thursday, November 11, 2021 at 7:00 a.m. He said it has been a long and arduous task to get a grocery store in that location, but now we can enjoy it, along with the Kohl's, Coopers Hawk, Ross, Dollar Tree, Raising Cain's, and Starbucks. All this, plus a 250-unit residential building, because the Village Board had the guts to move forward with a TIF District so that the area could be developed properly. Mr. Czerwinski said he hopes everyone will enjoy Amazon Fresh. They provide all the groceries you'd expect, and they feature regular check-out as well as electronic check-out. Amazon Fresh recently sent postcards with incentives/coupons to all the residents. They will be open seven days a week from 7:00 a.m. to 10:00 p.m.
- a. President pro-tem Gear complimented Mr. Czerwinski and all of the Village staff who worked hard to make this grocery store happen.

B. Corporation Counsel:

Corporation Counsel Liston had no report this evening.

XII. TRUSTEES' REPORTS

A. Trustee Gear:

Trustee Gear had no report this evening.

B. Trustee Khan:

Trustee Khan had no report this evening.

C. Trustee Minx:

1. Trustee Minx presented for a first reading **Ordinance 21-13, An Ordinance Adopting the Budgets for All Corporate Purposes of the Village of Morton Grove and the Morton Grove Library, Cook County, Illinois, for the Calendar Year Effective January 1, 2022 and Ending December 31, 2022.**

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

C. Trustee Minx: (continued)

- a. Trustee Minx explained that the 2022 Budget represents the Corporate Authorities' projections of revenue that are expected to become available during fiscal year 2022, as well as recommended expenditures for the Village. The Budget was presented at Village Workshops held on October 12 and October 13, 2021, and a public hearing on the budget will be held on November 22, 2021. Public notice of the hearing will be published in the Chicago Tribune local newspaper on November 11, 2021. The Budget has been available for inspection at the office of the Village Administrator, the Public Library, and will be posted on the Village's website on November 12, 2021.

Trustee Minx said, as this is a first reading of this Ordinance, no action will be taken this evening.

2. Next, Trustee Minx introduced **Ordinance 21-14, An Ordinance Levying and Assessing Taxes for the Village of Morton Grove, Cook County, Illinois for 2021 to be Collected in the Fiscal Year beginning January 1, 2022 and ending December 31, 2022.**

- a. She explained that this Ordinance sets the 2021 property tax levy amount that will be collected and will fund the 2022 budget. This ordinance must be adopted and filed with the Cook County Clerk in order to levy property taxes within the Village of Morton Grove.
- b. Trustee Minx said, pursuant to Ordinance 21-13, the amount necessary to be levied for the 2021 property taxes is: \$10,208,328 for Village operational expenses, \$858,879 for Village debt service and \$3,438,617 for the Library. This will result in a levy of \$11,067,207 for the Village and \$3,438,617 for the Library for a total levy of \$14,505,824.
- c. By law, the Village is required to levy an additional \$1,799,884 for Village debt service payments authorized by general obligation notes and bonds for a total levy before abatements in the amount of \$16,305,708. However, the Village Board intends to adopt Resolutions that will immediately abate \$1,799,884 from the levy, resulting in the net levy as intended by the Corporate Authorities in the amount of \$14,505,824. The effective result is a 3% increase in the Village's portion of the tax levy and a 0% increase in the Library's portion of the tax levy, resulting in an overall increase of 2.28% from the final extended tax levy from the previous year.

As this is a first reading of this Ordinance, no action will be taken this evening.

3. Trustee Minx commented that she also had attended the Pumpkin Smash. The weather was phenomenal, and it was very well attended. She said the event ran very smoothly, adding that she and everyone present seemed to be having a wonderful time! Trustee Minx said she, too, hoped the Village would continue doing this in the future.

XII. **TRUSTEES' REPORTS** (continued)D. Trustee Thill:

- a. Trustee Thill had no formal report this evening, but he did want to make some comments regarding John Slater. He said that Mr. Slater had served in the Navy during World War II as an engineer on a battleship. The ship was heading to Japan, and he was on the bow with some other men. The officers called him to come below deck because they knew John could play bridge. In the middle of the game, a kamikaze pilot hit the bow of the ship. Just about everyone who had been on the bow was killed. When it happened, John unconsciously put the card hand he had been holding in his pocket. Once the ship was safely docked, he found it in his pocket. Trustee Thill said that, years later, when the two of them were talking, Mr. Slater called it "the hand of life." He said that he hoped John's son would give him that hand, and if he does, Trustee Thill said he would donate it to the Historical Society.
- b. Trustee Thill said that, when the US was going to invade Japan, Mr. Slater had maps for the launch of the attack, showing the targets where the invasion would take place. He kept those maps perfectly preserved, and years later, he donated them to the Historical Society. Trustee Thill said he hopes that the Historical Society would someday donate those maps to a military museum, or make copies of them to keep and donate the originals.
- c. Trustee Thill said John Slater did a lot for the Village, but never wanted his name anywhere. When the Historical Society's Educational Center Annex was built, he paid for half of it. When he found out there was a plan to name it the John Slater Education Center, he went to Public Works and asked to see the sign. He then walked off with it, because he didn't want it on the building! Years later, his son finally talked him into it, so the sign is up there today. Trustee Thill said he is very proud of John Slater.

E. Trustee Travis:

1. Trustee Travis said, regarding the November 22, 2021 Public Hearing on the Budget and the Village Board Meeting, that she is contractually obligated to be participating in parent-teacher conferences at the school district where she is employed, so she will miss the Board Meeting and Public Hearing. She said she would vote in favor of both Ordinance 21-13, which adopts the 2022 Budget, and Ordinance 21-14, which levies and assesses taxes for the Village. She said she appreciates all the hard work and forethought on the part of the Village's administrative and finance department personnel, as well as the department heads. They have put together a well-managed but that assures a positive recovery from funds lost due to COVID.
- a. Trustee Travis said she was especially excited that the part-time Social Worker will now begin to serve the Village on a full-time basis. She added that she is continually impressed by the incredible quality of service that is afforded to our Village through our Fire, Police, and Public Works departments and the value our residents get for the 12% to 13% share of residents' tax bills that is assessed to the Village, depending on the school districts in which the residents reside.

XII. **TRUSTEES’ REPORTS** (continued)

- E. Trustee Travis: (continued)
- 2. Trustee Travis thanked Ginny Ching-Yin Lo for another incredible Community Artists Performance held at the Civic Center on Saturday, October 30 from 1:00 to 2:00 p.m. Those who attended in person and those who participated in the live-streaming were treated to an outstanding showcase of singing, dancing, orchestral talent, and a reading from a gifted local writer’s book. It was a great way to spend some time on a Saturday, and it was wonderful that the artists had a full house to perform to. We are very fortunate to have Ginny as a member of our Community Relations Commission and very thankful that she continues to share her passion for the arts with us.
- 3. Next, Trustee Travis invited all residents and businesses to participate in the Village’s 2021 Winter Adopt-a-Planter Program. The Public Works Department will plant 4-foot evergreen trees in planters throughout the Village. Participants will be assigned a tree to decorate and care for this winter, with the option to plant it in their yard for free when the program ends. If interested, you must sign up before November 15, 2021. Program information is available at Village Hall or on the Village website.
- 4. Trustee Travis reminded everyone that the Community Relations Commission is sponsoring a “Student Photo Contest” for students to be creative in sharing their experiences about going back to school or life around town. Photos must be submitted by November 29, 2021, and can be submitted to www.mortongroveil.org/photocontest. Winners will be announced at the Village Board meeting on December 13, 2021.

F. Trustee Witko:

Trustee Witko had no report this evening.

XIII. **OTHER BUSINESS**

Trustee Grear noted that the Annual Veterans Day Parade would be held this Sunday, November 14. It will begin at 1:30 at the Civic Center and proceed down its normal route to the Morton Grove Public Library. He hoped all would attend.

XIV. **WARRANTS**

Trustee Minx presented the Warrant Register for November 8, 2021 in the amount of \$776,962.41. She moved to approve this evening’s Warrant Register as presented, seconded by Trustee Witko.

Motion passed: 6 ayes, 0 nays.

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

XV.

RESIDENTS' COMMENTS

NONE

XVI.

ADJOURNMENT

There being no further business before the Board, Trustee Minx moved to adjourn the meeting, seconded by Trustee Witko.

Motion passed: 6 ayes, 0 nays.

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

The meeting adjourned at 7:36 p.m.

PASSED this 22nd day of November, 2021.

Trustee Gear _____
Trustee Khan _____
Trustee Minx _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 22nd day of November, 2021.

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

APPROVED and FILED in my office this 23rd day of November, 2021.

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

Proclamation

Village of Morton Grove

WHEREAS the Niles Township Food Pantry initially started out in the basement of the Niles Township building at 5255 Lincoln in Skokie, with a shelf containing some canned goods, just in case someone was in need. It then grew to the back room of the Township's building with one full-time employee; and

WHEREAS, in 2009, Niles Township re-established the Food Pantry in their annex building at 8341 Lockwood (the former site of a day-care facility); and

WHEREAS, in 2020, the Food Pantry served 3,000 separate households — about 9 percent of total households in Niles Township — and nearly 61,500 total individuals, as many families rely on the Pantry on a regular basis and even more so during these difficult times; in 2020 the Pantry distributed nearly 1.4 million pounds of food; and

WHEREAS, the demand for emergency food continues to grow in the wake of a global pandemic, and the demand to operate food banks, like the Niles Township Food Pantry, is more critical than ever; and

WHEREAS, the Pantry continues to provide meaningful volunteer service and in-pantry shopping to those in need and has helped encourage installation of mini-food pantries across the township through the 2021 Coming Together program; and

WHEREAS, the Niles Township Food Pantry Foundation is collecting monetary donations this year to purchase holiday gift cards so children from families in need can enjoy the upcoming holidays; and

WHEREAS, the Food Pantry is run and supported by the Niles Township Government; and

WHEREAS, food, and other services provided to Food Pantry clients are paid for out of the Niles Township Food Pantry Foundation, a 501c-3 charitable corporation.

NOW, THEREFORE, I, DANIEL P. DIMARIA, Mayor of the Village of Morton Grove, do hereby proclaim the month of December 2021 as

FOOD PANTRY AWARENESS MONTH

in the Village of Morton Grove and urge all residents to support the efforts of the Niles Township Food Pantry by making a monetary donation to the Food Pantry holiday drive and by donating whenever possible non-perishable food items.

IN WITNESS WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the Village of Morton Grove.

Daniel P. DiMaria, Village President

Legislative Summary

Resolution 21-74

AUTHORIZING THE INSTALLATION OF TEMPORARY STREET SIGNS IN THE 9300 BLOCK OF OKETO STREET IN MORTON GROVE, ILLINOIS TO HONOR BETTE C. HORSTMAN

Introduced:	November 22, 2021
Purpose:	To authorize the installation of temporary street signs in the 9300 block of Oketo Street in Morton Grove, Illinois to honor Bette C. Horstman. Signage will read “BETTE C. HORSTMAN LANE”
Background:	<p>The Village of Morton Grove would like to honor and recognize Bette C. Horstman for her contributions to Morton Grove and her service to our country. Bette has been a resident of Morton Grove for 65 years and will celebrate her 100th birthday on December 6, 2021. Bette grew up in Hibbing Minnesota, graduated from the University of Michigan in 1943, received her physical therapy certification from the Mayo Brothers School of Medicine in 1944, and then joined the U.S. Army Medical Corps as a First Lieutenant in 1945 serving for 2 years during World War II in the South Pacific as the only physical therapist on the island of Saipan, and was honorably discharged from the service at the rank of Captain in 1946. Bette is most proud of her service to our country and our veterans and has received many awards and recognitions over the years. Bette’s seemingly inexhaustible energy and passion to serve her country and community is an example for all of us and stands as a living testament to a life of service, selflessness, compassion, and civic pride. The Village would like to install honorary temporary street signs in the 9300 block of Oketo Street in Morton Grove, Illinois to honor Bette C. Horstman for her service and dedication to her country, community, and the Village of Morton Grove as she approaches her Centenarian Milestone.</p>
Departments Affected	Public Works
Fiscal Impact:	Minimal
Source of Funds:	Public Works – Street Sign Funds 02-50-17-56-3130
Workload Impact:	Public Works will install and maintain the signs as part of its regular duties
Administrator Recommendation:	Approval
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Joe Dahm, Director Public Works

RESOLUTION 21-74

AUTHORIZING THE INSTALLATION OF TEMPORARY STREET SIGNS IN THE 9300 BLOCK OF OKETO STREET IN MORTON GROVE, ILLINOIS TO HONOR BETTE C. HORSTMAN

WHEREAS, the Village of Morton Grove (the “Village”), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the 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 and incur debt; and

WHEREAS, the Village has established a policy and a process for the application, approval and installation of temporary street signs to honor Morton Grove residents or employees who made a significant contribution to the Village; and

WHEREAS, the Village of Morton Grove would like to honor and recognize Bette C. Horstman for her contributions to Morton Grove and her service to our country; and

WHEREAS, Bette has been a resident of Morton Grove since 1955 and will celebrate her 100th birthday on December 6, 2021; and

WHEREAS, Bette grew up in Hibbing Minnesota, graduated from the University of Michigan in 1943, received her physical therapy certification from the Mayo Brothers School of Medicine in 1944, and then joined the U.S. Army Medical Corps as a First Lieutenant in 1945 serving for 2 years during World War II in the South Pacific as the only physical therapist on the island of Saipan, and was honorably discharged from the service at the rank of Captain in 1946; and

WHEREAS, Bette served as head of physical therapy programs for several Chicago area hospitals before founding a private physical therapy business in 1970, becoming the first female physical therapy business owner in the state of Illinois; and

WHEREAS, Bette has served her community by volunteering for Catholic Charities, being an active member of the Morton Grove Moose Lodge and the Niles VFW Post 7712 where she currently serves as a trustee and by volunteering each year at the Morton Grove Days information booth; and

WHEREAS, Bette is most proud of her service to our country and our veterans. She marches with veterans in multiple parades each year, has volunteered at the North Chicago Veteran’s Medical Center for over 18 years, and for the past several years has been a volunteer for the “No Veteran Dies Alone” program where she is a comforting and reassuring presence to veterans at the end of their lives; and

WHEREAS, Bette has received many awards and recognitions including numerous Armed Service Decorations, national and state medical service recognitions, scores of community volunteer acknowledgements including a “quilt square” in the Veteran’s Administration Hospital honoring women veterans, an Honor Flight to Washington D.C. in 2004 and just participated in the first all-female Honor flight in 2021 and numerous gold and silver medals for bowling in the Senior Olympics; and

WHEREAS, Bette’s seemingly inexhaustible energy and passion to serve her country and community is an example for all of us and stands as a living testament to a life of service, selflessness, compassion and civic pride.

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 herein thereby making the findings as hereinabove set forth.

SECTION 2: The Corporate Authorities of the Village hereby authorizes and directs the Village Administrator or his designee to fabricate and install two temporary street signs on the existing street or sign poles located in the 9300 block of Oketo Street to honor Bette Horstman. The signs shall read “Bette C. Horstman Lane”. Within twelve months after the signs are installed, they shall be removed and given to Bette.

SECTION 3: Nothing in this Resolution shall be construed to change the official name or legal status of the street.

SECTION 4: This resolution shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.

PASSED THIS 22nd day of November 2021

Trustee Grear _____
Trustee Khan _____
Trustee Minx _____
Trustee Travis _____
Trustee Thill _____
Trustee Witko _____

APPROVED BY ME THIS 22nd day of November 2021

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

ATTESTED and FILES in my office
This 23rd day of November 2021

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

Legislative Summary

Ordinance 21-13

**AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE
VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY,
COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR
EFFECTIVE JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022**

Introduced: November 8, 2021

Purpose: The 2022 Budget represents the Corporate Authorities' projections of revenue that are expected to become available during fiscal year 2022, as well as recommended expenditures for the Village.

Background: The Budget was presented at Village Workshops held on October 12, and October 13, 2021, and a public hearing on the budget was held on November 22, 2021. Public notice of the hearing was published in the Chicago Tribune local newspaper on November 11, 2021. The Budget has been available for inspection at the office of the Village Administrator, the Public Library, and posted on the Village's website since at least November 12, 2021.

Budget Summary:

Fund #	Fund	2022 Expenses
02	General Fund	
	Legislative	\$ 121,750
	Media/Communication	\$ 41,940
	Administration	\$ 672,044
	Legal	\$ 371,977
	Community & Economic Development	\$ 268,110
	Finance	\$ 3,143,570
	Information Technology	\$ 717,987
	Reserves	\$ 109,625
	Police & Animal Control	\$12,053,871
	Fire & EMA	\$ 9,557,802
	Public Works	\$ 4,519,112
	Family & Senior/Civic Center	\$ 290,744
	Building & Inspectional Service	\$ 868,452
	Municipal Buildings	\$ 584,258
	General Fund Sub Total	\$33,321,242
	General Operations	
03	Motor Fuel Tax	\$ 2,959,000
07	Emergency 911	\$ 420,000
18	Commuter Parking	\$ 35,300
20	Debt Service	\$ 1,579,799
30	Capital Projects	\$ 1,520,000
40	Water & Sewer	\$13,280,350
41	Fire Alarm	\$ 348,600
42	Municipal Parking	\$ 5,900
43	Solid Waste	\$ 2,066,332
54	Seizure	\$ 326,000
	MG Days	\$ 145,000
	General Operations Sub Total	\$22,686,281
	TIF/Economic Develop	
12	Sawmill Station TIF	\$ 3,300,000
15	Lehigh-Ferris TIF	\$ 3,222,110
16	Economic Development	\$ 1,133,383
	TIF/Economic Develop Total	\$ 7,655,493
	Non-Pension Total	\$63,663,016
	Pensions*	
51	Municipal Employees Retire	\$ 1,326,000
52	Firefighters Pension	\$ 4,257,200
53	Police Pension	\$ 4,681,100
	Pensions Total	\$10,264,300
	Library	\$ 3,528,892
	Village and Library Total	\$77,456,208

*Excludes IMRF, SLEP and OPEB Liabilities

Administrator Recommendation: Approval as presented.

Second Reading: Required

Special Consider: The budget is required to be passed before December 31, 2021

ORDINANCE 21-13

AN ORDINANCE ADOPTING THE BUDGETS FOR ALL CORPORATE PURPOSES OF THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE LIBRARY, COOK COUNTY, ILLINOIS FOR THE CALENDAR YEAR EFFECTIVE JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022

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 and incur debt; and

WHEREAS, pursuant to Ordinance 97-53 enacted on the 11th day of November 1997, the Corporate Authorities of the Village of Morton Grove established by a two-thirds majority vote of the Village Board then holding office, the budget system, all as authorized pursuant to Statute 65 ILCS 5/8-2-9.1 and pursuant to said statute and local ordinance, the Village Administrator of the Village of Morton Grove has previously prepared and compiled the contents of the 2022 Budget and presented said Budget in tentative form for consideration by the Village Board; and

WHEREAS, the proposed annual budget has been made conveniently available for public inspection in the Office of the Village Administrator and at the Morton Grove Public Library at least by November 12, 2021, such date being at least ten (10) days prior to the date of passage of this Ordinance by the Village Board; and

WHEREAS, the Village Board held a public hearing on the proposed annual budget on the 22nd day of November 2021, such date being not less than one week after the proposed budget was made available for inspection; and

WHEREAS, notice of such hearing was given by publication in the Chicago Tribune Local-Morton Grove Champion which is a newspaper of general circulation in the Village, at least one week prior to the time of said hearing; and

WHEREAS, the budget documents are too voluminous to attach to this ordinance but comport with the budget recapitulation attached hereto as Exhibit "A".

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

SECTION 2: The annual budget of the Village of Morton Grove, Illinois for the calendar year beginning January 1, 2022 and ending December 31, 2022, pursuant to the official budget documents currently kept in the Office of the Village Administrator shall be and is hereby adopted.

SECTION 3: The Annual Budget of the Morton Grove Public Library for the fiscal year beginning January 1, 2022 and ending December 31, 2022, is attached hereto as Exhibit "B" shall be and is hereby adopted

SECTION 4: 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 22nd day of November 2021.

Trustee Grear _____
Trustee Khan _____
Trustee Minx _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office
this 23rd day of November 2021.

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

EXHIBIT “A”

VILLAGE OF MORTON GROVE AND MORTON GROVE PUBLIC LIBRARY BUDGET ORDINANCE 21-13 CALENDAR YEAR JANUARY 1, 2022 TO DECEMBER 31, 2022

RECAPITULATION

Fund #	Fund	2022 Expenses
02	General Fund	
	Legislative	\$ 121,750
	Media/Communication	\$ 41,940
	Administration	\$ 672,044
	Legal	\$ 371,977
	Community & Economic Development	\$ 268,110
	Finance	\$ 3,143,570
	Information Technology	\$ 717,987
	Reserves	\$ 109,625
	Police & Animal Control	\$12,053,871
	Fire & EMA	\$ 9,557,802
	Public Works	\$ 4,519,112
	Family & Senior/Civic Center	\$ 290,744
	Building & Inspectional Service	\$ 868,452
	Municipal Buildings	\$ 584,258
	General Fund Sub Total	\$33,321,242
	General Operations	
03	Motor Fuel Tax	\$ 2,959,000
07	Emergency 911	\$ 420,000
18	Commuter Parking	\$ 35,300
20	Debt Service	\$ 1,579,799
30	Capital Projects	\$ 1,520,000
40	Water & Sewer	\$13,280,350
41	Fire Alarm	\$ 348,600
42	Municipal Parking	\$ 5,900
43	Solid Waste	\$ 2,066,332
54	Seizure	\$ 326,000
	MG Days	\$ 145,000
	General Operations Sub Total	\$22,686,281
	TIF/Economic Develop	
12	Sawmill Station TIF	\$ 3,300,000
15	Lehigh-Ferris TIF	\$ 3,222,110
16	Economic Development	\$ 1,133,383
	TIF/Economic Develop Total	\$ 7,655,493
	Non-Pension Total	\$63,663,016
	Pensions*	
51	Municipal Employees Retire	\$ 1,326,000
52	Firefighters Pension	\$ 4,257,200
53	Police Pension	\$ 4,681,100
	Pensions Total	\$10,264,300
	Library	\$ 3,528,892
	Village and Library Total	\$77,456,208

*Excludes IMRF, SLEP and OPEB Liabilities

EXHIBIT “B”
MORTON GROVE PUBLIC LIBRARY
APPROPRIATIONS AND LEVY
CALENDAR YEAR 2022

	2022 Budget
Revenues / Receipts	
Property Tax	\$ 3,438,617
Replacement Tax	\$ 26,000
Fines	\$ 150
Lost Materials Payments	\$ 500
Photocopies/Printing	\$ 6,000
Miscellaneous Income	\$ 2,000
Grants	\$ 41,825
Interest Income	\$ 7,500
Book Sale	\$ 2,000
Donations	\$ 300
Vending Income	\$ 4,000
Total Revenues / Receipts	\$ 3,528,892
Expenses (Summary)	
Salaries	\$ 1,643,635
Other Personnel Expenses	\$ 514,474
Materials / Services	\$ 620,300
Operations	\$ 475,248
Special Taxes	\$ 275,235
Transfer to Other Funds	
Total Expenses	\$ 3,528,892
Change in Fund Balance	\$ -

Legislative Summary

ORDINANCE 21-14

**AN ORDINANCE LEVYING AND ASSESSING TAXES
FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS
FOR 2021 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING
JANUARY 1, 2022, AND ENDING DECEMBER 31, 2022**

Introduced:

November 8, 2021

Purpose:

This ordinance sets the 2021 property tax levy amount that will be collected and will fund the 2022 budget. This ordinance must be adopted and filed with the Cook County Clerk in order to levy property taxes within the Village of Morton Grove.

Background:

Pursuant to Ordinance 21-13, the amount necessary to be levied for the 2021 property taxes is: \$10,208,328 for Village operational expenses, \$858,879 for Village debt service and \$3,438,617 for the Library. This will result in a levy of \$11,067,207 for the Village and \$3,438,617 for the Library for a total levy of \$14,505,824. By law the Village is required to levy an additional \$1,799,884 for Village debt service payments authorized by general obligation notes and bonds for a total levy before abatements in the amount of \$16,305,708. However, the Village Board intends to adopt Resolutions that will immediately abate \$1,799,884 from the levy resulting in the net levy as intended by the Corporate Authorities in the amount of \$14,505,824. The effective result is a 3% increase in the Village's portion of the tax levy and a 0% increase in the Library's portion of the tax levy, resulting in an overall increase of 2.28% from the final extended tax levy from the previous year.

**Summary of
Appropriations
to be levied and
Assessed:**

Fund #	Fund Name Purpose	2021 Expenditures	Tax Levy (note 1) Requirements	Abatements	2021 Net Levy
Village of Morton Grove					
02	<u>General Fund</u>				
	Corporate Purposes				
	General	\$ 16,711,938	\$ 566,631	\$ -	\$ 566,631
	Police Operations (note 1)	\$ 8,636,073	\$ 1,105,000	\$ -	\$ 1,105,000
	Fire Operations (note 1)	\$ 7,138,856	\$ 1,105,000	\$ -	\$ 1,105,000
	IMRF Pension	\$ 300,000	\$ 300,000	\$ -	\$ 300,000
	C.N.A. Pension	\$ 534,375	\$ 534,375	\$ -	\$ 534,375
	General Fund sub-total	\$ 33,321,242	\$ 3,611,006	\$ -	\$ 3,611,006
52	Fire Pension Fund	\$ 4,257,200	\$ 3,179,524	\$ -	\$ 3,179,524
53	Police Pension Fund	\$ 4,681,100	\$ 3,417,798	\$ -	\$ 3,417,798
	Non-Debt sub-total	\$ 43,777,042	\$ 10,208,328	\$ -	\$ 10,208,328
	Debt				
20	2015 G.O. New Money (2)		\$ 1,207,500	\$ (723,750)	\$ 483,750
15	2015 G.O. LF TIF Refinance (3)		\$ 791,800	\$ (791,800)	\$ -
15	2014 G.O. Bond (4)				\$ -
20	2019 Refunding Bonds (5)		\$ 659,463	\$ (284,334)	\$ 375,129
	Debt sub-total	\$ -	\$ 2,658,763	\$ (1,799,884)	\$ 858,879
	Village Total	\$ 43,777,042	\$ 12,867,091	\$ (1,799,884)	\$ 11,067,207
Village of Morton Grove Library					
	General	\$ 3,538,617	\$ 3,438,617	\$ -	\$ 3,438,617
	Grand Total	\$ 47,315,659	\$ 16,305,708	\$ (1,799,884)	\$ 14,505,824

Admin Recom:

Approval as presented.

Second Reading:

Required

**Special Consider
or Requirements:**

A certified copy of this resolution must be filed with the Cook County Clerk on or before the last Tuesday in December.

ORDINANCE 21-14

AN ORDINANCE LEVYING AND ASSESSING TAXES FOR THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS FOR 2021 TO BE COLLECTED IN THE FISCAL YEAR BEGINNING JANUARY 1, 2022 AND ENDING DECEMBER 31, 2022

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 and incur debt; and

WHEREAS, on November 22, 2021, the President and Board of Trustees of the Village passed and approved by roll call vote, the annual Budget Ordinance 21-13 of said Village for the fiscal year beginning January 1, 2022 and ending December 31, 2022. The Ordinance was duly signed and approved by the President and Board of Trustees of the Village and attested by the Village Clerk; and thereafter it was duly published in pamphlet form by order of the President and Board of Trustees of the Village; and

WHEREAS, Pursuant to Ordinance 21-13, the amount necessary to be levied for 2021 property taxes is \$11,067,207 for the Village and \$3,438,617 for the Library for a total levy of Fourteen Million Five Hundred Five Thousand Eight Hundred Twenty-Four Dollars (\$14,505,824).

WHEREAS, by law the Village is required to levy an additional \$1,799,884 for debt service payments authorized by general obligation notes and bonds for a total levy before abatement in the amount of Sixteen Million Three Hundred Five Thousand Seven Hundred Eight Dollars (\$16,305,708).

WHEREAS, the Village Board has adopted Resolutions that will immediately abate \$1,799,884 from the levy resulting in the net levy as intended by the Corporate Authorities in the amount of \$14,505,824.

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

SECTION 2: The total amount of appropriations for all corporate purposes legally made and to be collected from the tax levy of 2021 is hereby ascertained to be the sum of Sixteen Million Three Hundred Five Thousand Seven Hundred Eight Dollars (\$16,305,708) of which One Million Seven

Hundred Ninety-Nine Thousand Eight Hundred Eighty-Four Dollars (\$1,799,884) is abated, leaving a net property tax levy of Fourteen Million Five Hundred Five Thousand Eight hundred Twenty-Four Dollars (\$14,505,824).

SECTION 3: 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 22nd day of November 2021

Trustee Gear _____
Trustee Khan _____
Trustee Minx _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Legislative Summary

RESOLUTION 21- 67

TAX ABATEMENT RESOLUTION FOR 2021 TAX LEVY RELATING TO ORDINANCE NO 15-02

Introduced:	November 22, 2021
Purpose:	This resolution authorizes the abatement (reduction) of taxes levied for 2021 which are collected in 2022 in the amount of \$1,515,550. Pursuant to the 2022 Budget, the Village has chosen to pay for certain bond debt service payment from sources other than property taxes. In order for the County Clerk <u>not</u> to levy said debt service payments, it is necessary to pass this resolution and to file a certified copy of same with the County Clerk of Cook County, Illinois.
Background:	<p>On March 18, 2015, pursuant to Ordinance 15-02, the Village Board issued \$10,010,000 in General Obligation Bond, Series 2015, to refinance a portion of the 2007 Lehigh Ferris Tax Increment Financing (TIF) debt issue and to fund new capital improvements. Ordinance 15-02 provided the Tax Levy for 2021 which shall include sufficient funds to produce \$1,999,300 for the payment of principal and interest on said bonds up to and including December 31, 2022.</p> <p>The 2022 budget has allocated revenue from the Lehigh Ferris TIF fund of the Village in the amount of \$791,800 and revenue from the General Fund in the amount of \$723,750 to pay the above referenced debt service. The law requires the Village to levy taxes as required by Ordinance 15-02 but then may abate said taxes pursuant to a resolution which identifies the alternative sources of revenue. It then obligates the Village Treasurer to set aside and designate those funds to pay the required bond payments.</p> <p>After all abatements the net levy for this bond series is \$483,750</p>
Programs, Depts or Groups Affected	Finance Department, all Village Departments
Fiscal Impact:	This resolution shall reduce the levy for property taxes in the amount of \$1,515,550.
Source of Funds:	N/A
Workload Impact:	The filing of this resolution with the County Clerk of Cook County, Illinois will be done by the Finance Department as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
First Reading:	None required
Special Consider or Requirements:	This tax abatement resolution has been placed on the November 22, 2021 Agenda and should be passed concurrently with the passage of the Tax Levy Ordinance on the same date.

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

RESOLUTION 21-67

TAX ABATEMENT RESOLUTION FOR 2021 TAX LEVY RELATING TO ORDINANCE NUMBER 15-02

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 and incur debt; and

WHEREAS, the Village of Morton Grove has issued TEN MILLION TEN THOUSAND DOLLARS (\$10,010,000), General Obligation Bonds, Series 2015, to refinance certain outstanding General Obligation Bonds, Series 2007 and fund new capital projects, and which will provide for the levy and collection of direct annual tax for the payment of the principal and interest of said bonds for the years 2014 through 2024 at an interest rate of 4.00%, pursuant to Ordinance 15-02, passed by the President and Board of Trustees of said Village on February 23, 2015, a certified copy of said ordinance having been filed in the Office of the County Clerk on February 24, 2015; and

WHEREAS, said note is designated as "General Obligation Bonds, Series 2015" dated March 18, 2015, in the aggregate principal amount of TEN MILLION TEN THOUSAND DOLLARS (\$10,010,000), and shall be due and payable on December 15, 2024, having installment payments due semi-annually on June 15 and December 15 through 2024.

WHEREAS, provision has been made in said ordinance for the levy of taxes for the year 2021 sufficient to produce the amount of ONE MILLION NINE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED DOLLARS (\$1,999,300) for said payment of principal and interest due during the 2022 calendar year; and

WHEREAS, the Village desires to pay a portion of this obligation from sources other than property taxes, and has appropriated revenue from the Lehigh/Ferris TIF Fund in the amount of SEVEN HUNDRED NINETY-ONE THOUSAND EIGHT HUNDRED DOLLARS (\$791,800) to pay a portion of said principal and interest on said Bonds and said funds shall be separately designated for the payment of interest due as heretofore specified when the above indebtedness is due; and

WHEREAS, the Village desires to pay a portion of this obligation from sources other than property taxes, and has appropriated revenue from the General Fund in the amount of SEVEN HUNDRED TWENTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$723,750) to pay a portion of said principal and interest on said Bonds and said funds shall be separately designated for the payment of interest due as heretofore specified when the above indebtedness is due.

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: There shall be abated for the levy of taxes for the tax year 2021 for taxes which are collected in 2022 the amount of ONE MILLION FIVE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$1,515,550) leaving the net property tax levy with respect to Ordinance 15-2 in the amount of FOUR HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$483,750) for said tax year as provided in an ordinance entitled:

ORDINANCE 05-02

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF
NOT TO EXCEED \$11,500,000 GENERAL OBLIGATION BONDS, SERIES 2015,
OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS,
AND PROVIDING FOR THE LEVY AND COLLECTION OF A
DIRECT ANNUAL TAX FOR THE PAYMENT OF
THE PRINCIPAL OF AND INTEREST ON SAID BONDS**

adopted by the President and Board of Trustees of the Village on February 23, 2015, certified copy of which was filed with the County Clerk of Cook County, Illinois, on February 24, 2015.

SECTION 3: The Village Treasurer is hereby authorized to set aside and designate the amount of ONE MILLION FIVE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$1,515,550) to pay a portion of said debt service payment as stated above from the Lehigh Ferris TIF Fund and the General Fund.

SECTION 4: The Village Treasurer is hereby directed to file with the County Clerk of Cook County, Illinois, a certified copy of this Resolution.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption.

PASSED this 22nd day of November 2021

Trustee Grear _____

Trustee Khan _____

Trustee Minx _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Legislative Summary

RESOLUTION 21-68

TAX ABATEMENT RESOLUTION FOR 2021 TAX LEVY RELATING TO ORDINANCE NO 02-30

Introduced:	November 22, 2021
Purpose:	This resolution authorizes the abatement (reduction) of taxes levied for 2021 which are collected in 2022 in the amount of \$526,863.91. Pursuant to the 2022 Budget, the Village has chosen to pay for certain semi-annual note debt service payments from sources other than property taxes. In order for the County Clerk <u>not</u> to levy said debt service payments, it is necessary to pass this resolution and to file a certified copy of same with the County Clerk of Cook County, Illinois.
Background:	<p>On July 8, 2002, pursuant to Ordinance 02-30, the Village Board issued \$5,300,000 in General Obligation Promissory Notes, Series 2002. Said ordinance provided the levy of taxes for the year 2021 which included sufficient funds to produce \$526,863.91 which represents the debt service payment for 2022.</p> <p>On September 14, 2009, pursuant to Ordinance 09-15, the Village Board issued refunding bonds in the amount of \$4,920,000, Series 2009A, to refinance the remaining Series 2002 Notes. However, <u>despite the refunding</u>, Cook County will continue to levy taxes as provided for in Ordinance 02-30. Therefore, a Resolution abating the debt service for the Series 2002 Notes is required. After all abatements the net levy for the 2002 Notes is zero \$0.</p>
Programs, Departments or Groups Affected	Finance Department
Fiscal Impact:	This resolution shall reduce the levy for property taxes in the amount of \$526,863.91.
Source of Funds:	N/A
Workload Impact:	The filing of this resolution with the County Clerk of Cook County, Illinois will be done by the Finance Department as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
First Reading:	None required
Special Considerations or Requirements:	This tax abatement resolution has been placed on the November 22, 2021, Agenda and should be passed concurrently with the passage of the Tax Levy Ordinance on the same date.

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

RESOLUTION 21-68

TAX ABATEMENT RESOLUTION FOR 2021 TAX LEVY RELATING TO ORDINANCE NUMBER 02-30

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 and incur debt; and

WHEREAS, the Village of Morton Grove has issued a FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$5,300,000), General Obligation Promissory Note Series 2002, providing financing for various land acquisitions and related purposes for the Waukegan Road Tax Increment Financing Area (known as Project "B"), and which provided for the levy and collection for direct annual tax for the payment of the principal and interest of said bonds for the year 2002 through 2021 at an interest rate of 4.62%, pursuant to Ordinance 02-30, passed by the President and Board of Trustees of said Village on July 8, 2002, a certified copy of said ordinance having been filed in the Office of the County Clerk on October 23, 2002; and

WHEREAS, said note is designated as "General Obligation Promissory Note, Series 2002" dated July 22, 2002, in the aggregate principal amount of FIVE MILLION THREE HUNDRED THOUSAND DOLLARS (\$5,300,000), and shall be due and payable on June 1, 2022, having installment payments due semi-annually on June 1 and December 1 through 2022; and

WHEREAS, on September 14, 2009, pursuant to Ordinance 09-15, the Village Board issued refunding bonds in the amount of \$4,920,000, Series 2009A, to refinance the remaining Series 2002 Notes. However, despite the refunding, Cook County will continue to levy taxes as provided for in Ordinance 02-30. Therefore, a Resolution abating the debt service for the Series 2002 Notes is required; and

WHEREAS, provision has been made in said ordinance for the levy of taxes for the year 2021 sufficient to produce the amount of FIVE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS AND NINETY-ONE CENTS (\$526,863.91) for said payment of principal and interest on said note due during the 2022 calendar year; and

WHEREAS, the levy and appropriation for payment of debt service on the notes is not shown in the Debt Service Fund and therefore is excluded from the Village's Levy Ordinance.

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: There shall be abated for the levy of taxes for the tax year 2021 for taxes which are collected in 2022 in the amount of FIVE HUNDRED TWENTY-SIX THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS AND NINETY-ONE CENTS (\$526,863.91) leaving the net property tax levy with respect to Ordinance 02-30 in the amount of ZERO (\$0), for said tax year as provided for in an ordinance entitled:

ORDINANCE 02-30

**AN ORDINANCE PROVIDING FOR THE ISSUANCE OF A \$5,300,000
GENERAL OBLIGATION PROMISSORY NOTE, SERIES 2002
OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS,
AND PROVIDING FOR THE LEVY AND COLLECTION OF A DIRECT ANNUAL
TAX FOR THE PAYMENT OF THE PRINCIPAL OF AND INTEREST
ON SAID BONDS**

adopted by the President and Board of Trustees of the Village on July 8, 2002, a certified copy of which was filed with the County Clerk of Cook County, Illinois, on October 23, 2002.

SECTION 3: The Village Treasurer is hereby authorized to take all steps necessary to abate those funds necessary to pay said debt service payment as stated above due to the subsequent bond refunding.

SECTION 4: The Village Treasurer is hereby directed to file with the County Clerk of Cook County, Illinois, a certified copy of this Resolution.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption.

PASSED this 22nd day of November 2021

Trustee Grear _____

Trustee Khan _____

Trustee Minx _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Legislative Summary

RESOLUTION 21-69

TAX ABATEMENT RESOLUTION FOR 2021 TAX LEVY RELATING TO ORDINANCE 19-15

Introduced:	November 22, 2021
Purpose:	This resolution authorizes the abatement (reduction) of taxes levied for 2021 which are collected in 2022 in the amount of \$284,334. Pursuant to the 2022 Budget, the Village has chosen to pay for certain semi-annual bond debt service payments from sources other than property taxes. In order for the County Clerk <u>not</u> to levy said debt service payments, it is necessary to pass this resolution and to file a certified copy with the County Clerk of Cook County, Illinois.
Background:	<p>On November 5, 2019, pursuant to Ordinance 19-15, the Village Board issued \$5,455,000 in General Obligation Refunding Bonds, Series 2019. Said ordinance provided the levy of taxes for the year 2021 which include sufficient funds to produce \$659,463, which represents the debt service payments for 2022.</p> <p>The 2022 Village Budget has allocated revenue from the Water Sewer Fund in the amount of, \$284,334, to pay the above referenced debt service. The law requires the Village levy taxes as required by Ordinance 19-15, but may then abate said taxes pursuant to a resolution which identifies the alternative source of revenue and obligates the Village Treasurer to set aside and designate said funds to pay the required note payments.</p> <p>After all abatements, the net levy for this bond series is \$375,129.</p>
Programs, Departments or Groups Affected	Finance Department
Fiscal Impact:	This resolution shall reduce the levy for property taxes in the amount of \$284,334.
Source of Funds:	N/A
Workload Impact:	The filing of this resolution with the County Clerk of Cook County, Illinois will be done by the Finance Department as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
First Reading:	None required
Special Considerations or Requirements:	This tax abatement resolution has been placed on the November 22, 2021, Agenda and should be passed concurrently with the passage of the Tax Levy Ordinance on the same date.

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Hanna Sullivan, Finance Director

RESOLUTION 21-69

TAX ABATEMENT RESOLUTION FOR 2021 TAX LEVY RELATING TO ORDINANCE 19-15

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 and incur debt; and

WHEREAS, the Village has issued FIVE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND (\$5,455,000), General Obligation Refunding Bonds Series 2019 to refinance the remaining Series 2010B (Build America Bonds – Direct Payment to Issuer), providing financing for capital projects throughout the Village, and which provide for the levy and collection for direct annual tax for the payment of the principal and interest of said bonds for the year 2020 through 2029, pursuant to Ordinance 19-15, passed by the President and Board of Trustees of said Village on October 14, 2019, certified copy of said ordinance having been filed in the Office of the County Clerk on October 31, 2019; and

WHEREAS, said bonds are designated as "General Obligation Refunding Bonds, Series 2019" dated November 5, 2019, in the aggregate principal amount of FIVE MILLION FOUR HUNDRED FIFTY-FIVE THOUSAND DOLLARS (\$5,455,000), and shall be due and payable on December 15, 2029, having installment payments due semi-annually on June 15 and December 15 through 2029.

WHEREAS, provision has been made in said ordinance for the levy of taxes for the year 2021 sufficient to produce the amount of SIX HUNDRED FIFTY-NINE THOUSAND FOUR HUNDRED SIXTY-THREE DOLLARS (\$659,463), for said payment of principal and interest during the 2022 calendar year; and

WHEREAS, the Village has revenue appropriated from the Water/Sewer (Enterprise) Fund of the Village in the amount of TWO HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED THIRTY-FOUR DOLLARS (\$284,334) to pay a portion of said principal and interest on said corporate bonds and said funds shall be separately designated for the payment of principal and interest due as heretofore specified when the above indebtedness is due.

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: There shall be abated for the levy of taxes for the tax year 2021 for taxes which are collected in 2022 in the amount of TWO HUNDRED EIGHTY-FOUR THOUSAND THREE HUNDRED THIRY-FOUR DOLLARS (\$284,334) leaving the net property tax levy with respect to Ordinance 19-15 in the amount THREE HUNDRED SEVENTY-FIVE THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS (\$375,129), for said tax year as provided in an ordinance entitled:

ORDINANCE 19-15

An Ordinance providing for the issuance of not to exceed \$6,100,000 General Obligation Refunding Bonds, Series 2019, of the Village of Morton Grove, Cook County, Illinois, for the purpose of refunding certain outstanding general obligation bonds of said Village, providing for the levy and collection of a direct annual tax sufficient to pay the principal of and interest on said bonds, authorizing and directing the execution of an escrow agreement in connection with the issuance of said bonds, and authorizing the sale of said bonds to the purchaser thereof.

adopted by the President and Board of Trustees of the Village on October 14, 2019, a certified copy of which was filed with the County Clerk of Cook County, Illinois, on October 31, 2019.

SECTION 3: The Village Treasurer is hereby authorized to set aside and designate those funds necessary to pay said debt service payment as stated above from the Debt Service Fund and Water/ Sewer Fund.

SECTION 4: The Village Treasurer is also hereby directed to file with the County Clerk of Cook County, Illinois, a certified copy of this Resolution.

SECTION 5: This Resolution shall be in full force and effect from and after its adoption.

PASSED this 22nd day of November 2021

Trustee Gear _____
Trustee Khan _____
Trustee Minx _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Legislative Summary

RESOLUTION 21-70

**AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BETWEEN
THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE FIREFIGHTERS'
ASSOCIATION FOR JANUARY 1, 2020 THROUGH DECEMBER 31, 2023**

Introduced:	November 22, 2021
Purpose:	To approve a 4-year collective bargaining agreement between the Village and the Morton Grove Firefighters Association, IAFF Local 2178.
Background:	<p>Since 1986, the Morton Grove Firefighters Association, currently IAFF Local 2178 has been the exclusive representative of the Firefighters and Fire Lieutenants of the Morton Grove Fire Department. Since that time, the Village and the Morton Grove Firefighters Association have negotiated numerous collective bargaining agreements, the most recent contract expiring on December 31, 2019.</p> <p>The Village and the Morton Grove Firefighters Association have negotiated a new four-year agreement for the period from January 1, 2020 through December 31, 2023. Notable changes to the contract include:</p> <p style="padding-left: 40px;">Compensation shall be increased as follows:</p> <ul style="list-style-type: none">○ Effective January 1, 2020 - 2.0%○ Effective January 1, 2021 - 1.75%○ Effective January 1, 2022 - 2.5% and a one-time non-pensionable \$800 signing bonus; and○ Effective January 1, 2023 - 2.5%
Programs, Departments or Groups Affected	Village Administrator, Fire Department, Finance Department, Legal Department
Fiscal Impact:	The salary and benefit adjustments will be reflected in appropriate budgets.
Source of Funds:	General Fund
Workload Impact:	The implementation of this resolution will be performed by the Fire Department, Finance Department, and Village Administrator.
Administrator Recommendation:	Approval as presented.
First Reading:	Not required
Special Considerations or Requirements:	None

RESOLUTION 21-70

AUTHORIZING A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND THE MORTON GROVE FIREFIGHTERS' ASSOCIATION FOR JANUARY 1, 2020 THROUGH DECEMBER 31, 2023

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 and incur debt; and

WHEREAS, since 1985, the Illinois Public Labor Relations Act, 5 ILCS 315/1 et. seq. has authorized public safety employees in the State of Illinois to form labor unions and/or employee associations for the purpose of bargaining collectively with their municipal employers; and

WHEREAS, at a certification election held on September 10, 1986, the Morton Grove Firefighters Association was selected by the qualified employees of the Fire Department as the approved collective bargaining agent; and

WHEREAS, the initial contract entered into by the Village was concluded on May 1, 1987, and subsequent to that time the Village and the Morton Grove Firefighters Association, IAFF Local 2178, Firefighters Association Bargaining Team have periodically renegotiated the terms and conditions of the Collective Bargaining Agreement; and

WHEREAS, the terms of the January 1, 2020 through December 31, 2023 Collective Bargaining Agreement amends its collective bargaining agreement including salaries, compensatory time, premium holiday pay, and overtime compensation through the end of 2023.

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 President is hereby authorized and empowered to execute the written Collective Bargaining Agreement between the Village of Morton Grove and the Morton Grove Firefighters Association, IAFF Local 2178 for the term January 1, 2020 to December 31, 2023.

SECTION 3: The Village Administrator and the Fire Chief and their designees are hereby authorized to implement and administer the terms and conditions of this written agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its passage, approval, and publication in pamphlet form according to law.

PASSED this 22nd day of November 2021

Trustee Gear _____

Trustee Khan _____

Trustee Minx _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Legislative Summary

Resolution 21-71

AUTHORIZING THE PURCHASE OF 3,000 TONS OF ROADWAY SALT FROM COMPASS MINERALS AMERICA, INC.

Introduced:	November 22, 2021
Purpose:	To authorize the purchase of 3,000 Tons of Roadway Salt From Compass Minerals America, Inc., for use during the 2021/2022 winter season.
Background:	The State of Illinois Department of Central Management Services (CMS) conducted a contract re-procurement for the purchase of roadway salt for the period of October 15, 2021 to October 16, 2022. The Village of Morton Grove has utilized the State bidding process in the past for the purchase of roadway salt. Compass Minerals America, Inc. was selected by the CMS. The 3,000 tons of roadway salt authorized as a baseline amount of material in this resolution is at a cost of \$49.78 per ton delivered. As part of the agreement the Village must purchase 80% of the baseline ordered amount with the ability to purchase 120% of this amount. The cost for the baseline amount is \$149,340.00 and the not to exceed potential amount at 120% of the baseline amount is 3,600 tons resulting in a not to exceed cost of \$179,208.00.
Programs, Departments or Groups Affected	Public Works, Village Residents, Driving Public
Fiscal Impact:	Not to exceed 3,600 tons x \$49.78 = \$179,208.00
Source of Funds:	MFT Account: 035060-563120 - as needed from 2021 & 2022 Budget Years
Workload Impact:	Routine.
Administrator Recommendation:	Approval as presented.
First Reading:	N/A
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Joe Dahm, Director Public Works
Prepared by: Chris Tomich Village Engineer

RESOLUTION 21-71

AUTHORIZING THE PURCHASE OF 3,000 TONS OF ROADWAY SALT FROM COMPASS MINERALS AMERICA, INC.

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 and incur debt; and

WHEREAS, the state of Illinois Department of Central Management Services (CMS) conducted a contract re-procurement for the purchase of roadway salt for the period of October 15, 2021 to October 16, 2022; and

WHEREAS, the Village of Morton Grove has utilized the State bidding process in the past for the purchase of roadway salt; and

WHEREAS, the purchase price for the rock salt procurement is from Compass Minerals America, Inc. and is as follows:

3,000 Tons at \$49.78 per ton delivered as the baseline amount. The Village must purchase 80% of this amount with the ability to purchase 120% of this amount. The cost of the baseline amount is \$149,340.00 and the not to exceed potential amount at 120% of the baseline amount is 3,600 tons resulting in a not to exceed cost of \$179,208.00; and

WHEREAS, the Village's 2021 Adopted Budget includes funding to cover the first half of the 2021-2022 winter season purchase for salt with an additional amount budgeted in the 2022 Adopted Budget to cover the additional purchase in 2022.

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 and/or his designees are hereby authorized to take all steps necessary to purchase the approved amounts of roadway salt with a not to exceed amount of \$179,208.00 from Compass Minerals America, Inc., whose headquarters are located in Overland Park, Kansas.

SECTION 3: This Resolution shall be in full force and effect from and upon its passage and approval.

PASSED this 22nd day of November 2021

Trustee Grear _____

Trustee Khan _____

Trustee Minx _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Legislative Summary

Resolution 21-72

AUTHORIZING THE PURCHASE OF ONE NEW FREIGHTLINER DUMP TRUCK WITH SPREADER AND SNOWPLOW FROM TRANS CHICAGO TRUCK GROUP OF ELMHURST, ILLINOIS

Introduced:	November 22, 2021
Purpose:	To authorize the purchase of one (1) new Freightliner Dump Truck with new Salt Spreader and Snowplow to replace the current 1998 dump truck.
Background:	<p>Public Works routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost and has recommended the Village replace the 1998 Dump Truck, #35. With the concurrence of the Village Administrator and Finance Director the current vehicle has been designated as surplus equipment and will be disposed of by auction through the NWMC Equipment Auction after the new vehicle is received and operational during the third quarter of 2022.</p> <p>The purchase of a new Freightliner Dump Truck with Salt Spreader and Snowplow for the Public Works Department was competitively bid through the Sourcewell Procurement, Contract #081716 (see Exhibit A). Trans Chicago Truck Group, 776 N. York Road, Elmhurst, Illinois 60126 was selected as the low bid vendor in the amount of \$215,160.00. Funding for this purchase is available in the 2022 General Fund in the amount of \$235,000.00. This purchase is being authorized at this time to avoid upcoming price increases.</p>
Programs, Departments or Groups Affected	Public Works Department, Village Residents
Fiscal Impact:	\$215,160.00
Source of Funds:	Account No. 025017-572030
Workload Impact:	The management and supervision of this purchase will be performed by the Vehicle Maintenance Division of Public Works as part of their normal operations.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Andy Andrews, Lead Mechanic

RESOLUTION 21-72

**AUTHORIZING THE PURCHASE OF ONE NEW FREIGHTLINER
DUMP TRUCK WITH SPREADER AND SNOWPLOW
FROM TRANS CHICAGO TRUCK GROUP OF ELMHURST, 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, can exercise any power and perform any function pertaining to its government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Public Works Department routinely reviews vehicles and equipment for fuel economy, safety, dependability, age, and excessive repair cost and recommends replacing or eliminating equipment that no longer meets the requirements of the Department; and

WHEREAS, the Public Works Department has determined the 1998, Dump Truck No. 35 has outlived its useful life and is no longer dependable; and

WHEREAS, the purchase of a new Freightliner Dump Truck with Salt Spreader and Snowplow for the Public Works Department was competitively bid through to a municipal procurement agency; Sourcewell Procurement Program, Contract #081716 for the Freightliner Truck, Salt Spreader and Plow (see Exhibit A; and

WHEREAS, Trans Chicago Truck Group, 776 N. York Road, Elmhurst, Illinois 60126 was selected the low bid vendor with the following price:

<u>Trans Chicago Truck Group</u>	<u>Contract #081716</u>	<u>Amount</u>
2022 Freightliner Dump Truck/Plow w/Salt Spreader		<u>\$215,160.00</u>

;and,

WHEREAS, the Village Board approved the 2022 budget which provides funding in the General Fund, Account No. 025017-572030 to replace Truck No. 35; and

WHEREAS, with the concurrence of the Village Administrator and Finance Director the current vehicle has been designated as surplus equipment and will be disposed of by auction through the NWMC Equipment Auction after the new vehicle is received and operational with disposal anticipated during the third quarter of 2022; and

WHEREAS, the Village Administrator and staff recommends the Village Board approve and authorize a contract for the purchase of one (1) new Freightliner Dump Truck from Trans Chicago Truck Group, 776 N. York Road, Elmhurst, Illinois 60126, for the purchase price of \$215,160.00.

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 hereby authorized to execute a contract with Trans Chicago Truck Group for the purchase of one (1) new Freightliner Dump Truck, Spreader and Snowplow for \$215,160.00.00.

SECTION 3: The Village Administrator and Public Works Director and/or designee is/are authorized to take all steps necessary to implement the purchase of the new equipment and disposal of the surplus equipment.

SECTION 4: This Resolution shall be in full force and effect from and upon its passage and approval.

PASSED this 22nd day of November 2021

Trustee Gear _____
Trustee Khan _____
Trustee Minx _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 22nd day of November 2021.

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

APPROVED and FILED in my office this
23rd day of November 2021.

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

Prepared for:
MORTON GROVE
7840 NAGLE AVE

MORTON GROVE, IL 60053
Phone: 847-965-9511

EXHIBIT A

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK
GROUP
776 N. YORK ROAD
ELMHURST, IL 60126
Mobile:
E-Mail:
duaneschaefer@transchicago.com

A proposal for
MORTON GROVE
Using SourceWell Contract 081716
Customer Draft # 3

Prepared by
TRANSCHICAGO TRUCK GROUP
Duane Schaefer

Nov 15, 2021

Freightliner 108SD



Components shown may not reflect all spec'd options and are not to scale

Application Version 11.6.604
Data Version PRL-26D.024
MY2023 TA Plow 21 July



11/15/2021 3:08 PM

Page 1 of 26

Freightliner reserves the right to change specifications, prices, and weights, without notice.

Prepared for:
MORTON GROVE
7840 NAGLE AVE

MORTON GROVE, IL 60053
Phone: 847-985-9511

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK
GROUP
778 N. YORK ROAD
ELMHURST, IL 60126
Mobile:
E-Mail:
duaneschaefer@transchicago.com

Q U O T A T I O N

108SD CONVENTIONAL CHASSIS

SET BACK AXLE - TRUCK	18,000# FLAT LEAF FRONT SUSPENSION
CUM L9 350 HP @ 2200 RPM; 2200 GOV RPM, 1050 LB- FT @ 1200 RPM	108 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB
ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION	4825MM (190 INCH) WHEELBASE
MT-40-14XP 40,000# R-SERIES TANDEM REAR AXLE	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI
HENDRICKSON HAULMAAX @40,000# REAR SUSPENSION	1750MM (69 INCH) REAR FRAME OVERHANG
DETROIT DA-F-18.0-5 18,000# FL1 71.0 KPI/3.74 DROP SINGLE FRONT AXLE	BODY COMPANY INSTALLED ADDITIONAL FRONT FRAME REINFORCEMENT FOR SNOW FLOW
VEHICLE PRICE- only valid if chassis can be built in CY2022, not a guaranteed build slot at this time	\$ 97,239
Henderson snow and ice equipment	\$ 117,921
TOTAL	\$ 215,160

Henderson quote expires 12-15-21,
TransChicago would need a PO by 12-7-21 to ensure enough time to process paperwork before Henderson quote expires..

For the Freightliner Chassis we believe we can supply you a chassis in CY2022, we estimate receiving confirmation of
build slot by Mid- December.

If Factory needs to add any new or additional Raw Material Surcharges, those will be passed onto the customer.

ADDITIONAL TERMS AND CONDITIONS

- As used in this Sales Order the terms (a) Dealer; shall mean the authorized Dealer to whom this Sales Order is addressed and who shall become a party hereto by its acceptance hereof, (b) Purchaser; shall mean the party executing this Sales Order as such on the face hereof, and (c) Manufacturer; shall mean the Corporation that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is not the agent of Manufacturer, that Dealer and Purchaser are the sole parties to this Sales Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- Manufacturer has reserved the right to change the price the Dealer charges for new motor vehicles without notice. In the event the price to Dealer of a new motor vehicle of the series and body type ordered hereunder is changed by Manufacturer prior to delivery of the new motor vehicle ordered hereunder to Purchaser, Dealer reserves the right to change the cash delivered price of such motor vehicle to Purchaser accordingly.
- Notwithstanding any terms and conditions contained in Purchaser's Purchase Order, Purchaser agrees that Dealer's terms and conditions set forth in this Sales Order shall be the only terms and conditions regarding any purchase by Purchaser from Dealer. Purchaser expressly waives the provisions of Purchaser's terms and conditions and agrees to be bound exclusively by Dealer's terms and conditions as set forth herein. If Purchaser is an entity, the undersigned represents and warrants to Dealer that the undersigned has authority to bind Purchaser to the terms and conditions outlined herein, and the terms and conditions as outlined herein are enforceable against Purchaser in accordance with their terms.



Prepared for:
MORTON GROVE
7840 NAGLE AVE

MORTON GROVE, IL 60053
Phone: 847-965-9511

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK
GROUP
776 N. YORK ROAD
ELMHURST, IL 60126
Mobile:
E-Mail:
duaneschaefer@transchicago.com

made for such motor vehicle. If such reappraised value is lower than the original appraised value and allowance therefor shown on the front of this Sales Order, Purchaser may, if dissatisfied herewith, cancel this Sales Order, provided, however, that such right to cancel must be exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser.

5. Purchaser agrees to deliver to Dealer satisfactory evidence of title to any used motor vehicle traded in as part of the consideration for the motor vehicle ordered hereunder at the time of delivery of such used motor vehicle to Dealer. Purchaser warrants any such used motor vehicle to be his or its property free and clear of all liens and encumbrances except as otherwise noted within.

6. Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the motor vehicle ordered hereunder or to comply with any of the other terms of this Sales Order, to retain any cash deposit made by Purchaser without the waiver of any other right or remedy available to Dealer.

7. Manufacturer has reserved the right to change the design of any new motor vehicle, chassis, accessories or parts thereof at any time without notice and without obligation to make the same or any similar change upon any motor vehicle, chassis, accessories or parts thereof previously purchased by or shipped to Dealer or being manufactured or sold in accordance with Dealer's orders. Correspondingly, in the event of any such change by Manufacturer, Dealer shall have no obligation to Purchaser to make the same or any similar change in any motor vehicle, chassis, accessories or parts thereof covered by this Sales Order either before or subsequent to delivery thereof to Purchaser.

8. Dealer shall not be liable for failure to deliver or delay in delivering the motor vehicle covered by this Sales Order where such failure or delay is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.

9. The price for the motor vehicle specified on the face of this Sales Order includes reimbursement for Federal Excise taxes, but does not include sales taxes, use taxes or occupational taxes based on sales volume, (Federal, State or Local) unless expressly so stated. Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes imposed on or applicable to the transaction covered by this Sales Order, regardless of which party may have primary tax liability therefor.

10. There are no warranties, whether expressed or implied, made by the Dealer herein, or the Manufacturer, on the vehicle or chassis described on the face hereof except in the case of a new vehicle or chassis for which the warranty shall be limited to such warranty as provided for in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser and Dealer. The printed new vehicle warranty delivered to Purchaser with such vehicle or chassis is made a part hereof as though fully set forth herein, and it is the only warranty applicable to such new vehicle or chassis and is expressly in lieu of all other warranties, whether expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose.

11. Any used motor vehicle sold to Purchaser by Dealer under this Sales Order is sold at the time of delivery by Dealer without any guarantee or warranty, whether expressed or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose, as to its condition or the condition of any part thereof except as may be otherwise specifically provided in writing on the face of this Sales Order or in a separate writing furnished to and signed by Purchaser by Dealer.

12. The Purchaser, before or at the time of delivery of the motor vehicle covered by this Sales Order will execute such forms of agreement or documents as may be required by the terms and conditions of payment indicated on the front of this Sales Order.

13. In the event Purchaser desires to modify or otherwise change the equipment content of a vehicle specifically ordered for him from the Manufacturer, the change will be made only if the Manufacturer has sufficient time to accommodate the request. Moreover, any service charge or fee made by the Manufacturer as a result of such request will be borne by the purchaser.

14. The parties agree that they will comply with all Federal, State, and local laws and regulations, including those governing and/or restricting export of products or any technical data relating thereto outside of the United States. In carrying on Purchaser's business, each of Purchaser, its officers, directors, employees or agents



Prepared for:
MORTON GROVE
7840 NAGLE AVE

MORTON GROVE, IL 60053
Phone: 847-965-9511

Prepared by:
Duane Schaefer
TRANSCHICAGO TRUCK
GROUP
776 N. YORK ROAD
ELMHURST, IL 60126
Mobile:
E-Mail:
duaneschaefer@transchicago.com

(collectively and individually in this clause "Purchaser") must comply with its obligations under the law including without limitation, the following: (a) not violate any anti-bribery or anti-corruption law of any jurisdiction applicable to this Order, including those of the United States of America's Foreign Corrupt Practices Act (FCPA), and any similar anti-corruption or anti-bribery laws and regulations applicable to the Purchaser or related to this Order; (b) not pay, offer or promise to pay, or authorize the payment of, any monies or anything of value, directly or indirectly, to any government official or employee, any official or employee of a state-run or state-owned or controlled enterprise or entity, any official or employee of a public international organization, any candidate for political or public office, any official or employee of any political party, or any family member or relative of such persons or any political party for the purpose of influencing any act or decision of any such official, employee, candidate, political party, enterprise or entity, public organization, or government to obtain or retain business, or direct business to any person or entity, or for any other improper advantage or purpose; (c) warrants that as at the date of this Order, none of its owners, officers, directors, employees or agents or any immediate family member of such persons, is presently (or has been recently) an official or employee of any government, state-run or state-owned or controlled enterprise or entity, or political party, or a candidate for political or public office. Purchaser must provide written notification to Dealer within ten (10) days of any of the above persons becoming such official, employee or candidate; (d) comply with all applicable export and import laws and regulations, including associated embargo and sanction regulations; and (e) certifies that no vehicle or chassis subject to this Order, nor any direct products thereof, will be made available or re-exported, directly or indirectly, by Purchaser (or by any employee or contractor of Purchaser) to any prohibited person, entity or country (including to nationals of any prohibited country, wherever they may be located) unless such prior written authorization as may be required is obtained by Purchaser from the appropriate U.S. government agency(ies), including, as applicable, the U.S. Office of Export Licensing of the U.S. Department of Commerce, in accordance with the U.S. Export Administration Regulations (15 CFR, Parts 770 et seq. or any similar regulation) issued by the Department of Commerce of the United States in the administration of the Export Administration Act of 1979, as amended from time to time, or any subsequently issued similar rule, law or regulation. Purchaser will designate an officer to be responsible for compliance with all such legislation and upon the request of Dealer will certify compliance with such legislation. In the event Purchaser breaches its obligations under this paragraph, or Dealer learns of or has a reasonable suspicion that Purchaser has breached this paragraph, notwithstanding any other provision hereunder to the contrary, Dealer may immediately terminate this Order and Purchaser hereby waives any and all claims against Dealer for any loss, cost or expense, including, but not limited to, loss or profits, incidental or consequential damages, that Purchaser may incur by virtue of such termination.

15. Purchaser shall, from the execution of this Order and for a period of one (1) year after the completion of this Order maintain all records, together with such supporting or underlying documents and materials, related to the motor vehicle ordered hereunder, including but not limited to all records related to the use, the location(s) of such use, the repair and the sale, lease or other transfer of such motor vehicle or any interest therein, as well as Purchaser's compliance with the FCPA and any other applicable anti-corruption or anti-bribery laws or regulations. Purchaser shall at any time requested by Dealer whether during or after completion of this Order, with five (5) days' notice and at Purchaser's own expense make such records available for inspection and audit (including copies and extracts of records as required) by Dealer. Such records shall be made available to Dealer during normal business hours at a time and location that is convenient for Dealer.

16. **Documentary Fee.** Documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents and performing services related to closing of a sale. The base documentary fee beginning 1/1/20 was \$300. The maximum amount that may be charged for a documentary fee is the base documentary fee of \$300, which shall be subject to an annual rate adjustment equal to the percentage of change in the Bureau of Labor Statistics Consumer Price Index. This notice is required by law.

17. Purchaser shall pay on demand all of Dealer's cost and expenses, including its attorney's fees incurred in enforcing the terms of this Sales Order, including but not limited to defending any claims by Purchaser, collecting any payments due hereunder or repossessing the vehicle.

18. The remedies herein reserved shall be cumulative and in addition to any further remedies provided to Dealer whether at law or in equity. No delay or failure by the Dealer to exercise or enforce at any time, any right or provision

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GROUP
776 N. YORK ROAD
ELMHURST, IL 60126
Mobile:
E-Mail:
duaneschaefer@transchicago.com

in this Sales Order, will be considered a waiver thereof or of Dealer's right thereafter to exercise or enforce each and every right and provision of this Sales Order. To be valid, any waiver shall be in writing, but need not be supported by consideration. No single waiver shall constitute a continuing or subsequent waiver.

19. This Sales Order has been negotiated, executed and delivered in Illinois, and shall be construed and enforced in accordance with the laws of the State of Illinois, without reference to the choice of law or conflicts of law principles of any other state.

20. Purchaser hereby consents to the exclusive jurisdiction of any state or federal court located in DuPage County, Illinois regarding any disputes regarding this matter. Purchaser waives any trial by jury and waives any objection based on improper venue or forum non conveniens in any action or proceeding to which Purchaser and Dealer may be parties arising out of, or in connection with, or in any way pertaining to this Sales Order. It is agreed and understood by Purchaser that this waiver constitutes a waiver of trial by jury of all claims by Purchaser against the Dealer. This waiver is knowingly, willingly and voluntarily made by Purchaser and Purchaser hereby represents that no representations of fact or opinion have been made by any individual to induce this waiver of trial by jury or to, in any way, modify or nullify its effect. Purchaser further represents and warrants that it either has been represented in the signing of this Sales Order and the making of this Sales Order by the attorney of its choosing, or it has had time to seek independent counsel selected of Purchaser's own free will, and to discuss the terms and conditions of this Sales Order with such counsel.

21. In the event that any provision of this Sales Order shall be deemed to be invalid by reason of the operation of any law or by reason of the interpretation placed on this Sales Order by any court, this Sales Order shall be construed as not containing such provision to the extent of the invalidity and the invalidity of such provision shall not affect the validity of any and all provisions hereby which are otherwise lawful and valid, and such other provisions shall remain in full force and effect.

22. All notices and other communications required hereunder shall be in writing and delivered by personal delivery, overnight delivery service, or certified or registered mail, postage prepaid, return receipt requested. Any such notice shall be deemed to have been given on the date it is received during regular office hours at the address listed on the applicable order or at such other address as the affected party may have previously designated for notices.

23. To the full extent permitted by laws, Purchaser waives all rights against Dealer for any damage to its property or that of third parties, or for injury to any person, however caused. In no event shall Dealer's total liability exceed Dealer's anticipated net profit on the specified purchase price of the vehicles covered by this Sales Order.

24. This Sales Order constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior oral and written and all contemporaneously oral negotiations, commitments and understandings of the parties, except as otherwise expressly set forth in this Sales Order. This Sales Order may not be changed or amended except by writing and executed by both Purchaser and Dealer.

IN WITNESS WHEREOF, the Purchaser has executed these terms and conditions as of the date herein written below.

APPROVAL:

Please indicate your acceptance of this quotation by signing below:

Customer: X _____ Title: X _____ Date: ___ / ___ / ___



Legislative Summary

Resolution 21-73

**AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT
WITH MUNICIPAL GIS PARTNERS, INC. (MGP)
FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES**

Introduced:	November 22, 2021
Purpose:	To authorize the Village Administrator to execute a contract extension with Municipal GIS Partners, Inc. (MGP) for the maintenance and development of Geographic Information System (GIS) services in 2022.
Background:	The Village has been a member of the Geographic Information System Consortium (GISC) since 2002 to reduce the costs of implementing GIS technology by participating in collective bargaining, group training, joint purchasing, and development and innovation sharing. MGP has been the service provider for GIS services to GISC since the GISC began in 1999. The contract would be in effect from January 1, 2022 to December 31, 2022. The contract also includes optional renewal terms of successive one-year periods.
Programs, Departments or Groups Affected	All Village Departments utilize the GIS system, as well as Village residents and businesses.
Fiscal Impact:	The amount of the contract is a not-to-exceed value of \$83,120.00
Source of Funds:	2022 General Fund Account Number 02-20-25-55-2110
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: Ralph E. Czerwinski, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Joe Dahm, Director Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 21-73

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT WITH MUNICIPAL GIS PARTNERS, INC. (MGP) FOR GEOGRAPHIC INFORMATION SYSTEM SERVICES

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 desires to utilize a geographic information system (GIS) to assist in the service, maintenance, and long-range planning of its operations; and

WHEREAS, the Village has been a member of Geographic Information System Consortium (GISC) since 2002 to of implementing GIS technology by participating in collective bargaining, group training, joint purchasing, and development and innovation sharing; and

WHEREAS, the success of the GISC has resulted in growth from four municipalities in 1999 to thirty-nine in 2021, which reduces the Village's overall cost of participation; and

WHEREAS, GISC service provider, Municipal GIS Partners, Inc. (MGP) has a history of successfully providing GIS services to the Village at a reasonable cost; and

WHEREAS, the contract included in Attachment "A" includes an effective date of January 1, 2022 with an initial term of one year and optional renewal terms of successive one-year periods; and

WHEREAS, funds for this contract are included in the Adopted 2022 Budget, in account number 02-20-25-55-2110; and

WHEREAS, the amount of the contract is a not-to-exceed value of \$83,120.00.

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 of the Village is hereby authorized and directed to execute, and the Village Clerk of the Village is authorized to attest a contract with Municipal GIS Partners, Inc. providing the Village with geographical information system services as provided in "GIS Consortium Service Provider Contract" attached hereto as Attachment "A".

SECTION 3: This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 22nd day of November 2021

Trustee Grear _____

Trustee Khan _____

Trustee Minx _____

Trustee Travis _____

Trustee Thill _____

Trustee Witko _____

APPROVED by me this 22nd day of November 2021

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

APPROVED and FILED in my office this
23rd day of November 2021

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

ATTACHMENT "A"

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this "**Contract**") made and entered into this 1st day of January, 2022 (the "**Effective Date**"), by and between the Village of Morton Grove, an Illinois municipal corporation (hereinafter referred to as the "**Municipality**"), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the "**Consultant**").

WHEREAS, the Municipality is a member of the Geographic Information System Consortium ("**GISC**");

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the "**Services**") in connection with the Municipality's geographical information system ("**GIS**");

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 **Statement of Work.** This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as **Attachment 1** ("**Statement of Work**"), which shall become a part of and subject to this Contract.

1.2 **Supplemental Statements of Work.** Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract, substantially in the form attached hereto as **Exhibit A**.

1.3 **Additional Compensation.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

ATTACHMENT "A"

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "*Municipality Manager*") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

ATTACHMENT "A"

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for **one (1) year** (the "*Initial Term*").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "*Renewal Term*").

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, the Municipality may terminate this Contract during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant. The Consultant may terminate this Contract or additional Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

ATTACHMENT "A"

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("*Consultant Personnel*") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program. Facilities, equipment, and records include, but are not limited to, the following:

ATTACHMENT "A"

(a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;

(b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;

(c) A telephone line and phone to originate and receive outside calls;

(d) A network connection with adequate speed and access to the Internet;

(e) Hardware, software, peripherals, and network connectivity to perform the program objectives efficiently; and

(f) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GIS Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

SECTION 9

CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "*Municipal Materials*") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "*Third-Party Materials*" shall include, but are not limited to, computer software, script or programming code or other materials owned by third

ATTACHMENT "A"

parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "*GISC Materials*").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services. The Municipality hereby grants to the Consultant, a royalty-free, non-exclusive, irrevocable license throughout the world to publish modify, transfer, translate, deliver, perform, use and dispose of in any manner any portion of the GISC Materials.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("*Confidential Information*"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a

ATTACHMENT "A"

court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GIS Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

ATTACHMENT "A"

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "*Act*"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or

ATTACHMENT "A"

remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

(a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

(b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the “**Applicable Regulations**”)) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

(c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant’s behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.

(d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant’s obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant’s efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the “**Department**”) and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will

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promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

ATTACHMENT "A"

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments and Exhibits. Attachments 1 and 2 and Exhibit A are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment or Exhibit and the text of this Contract, the text of this Contract shall control. In the event of any conflict or inconsistency between the terms of this Contract and any Supplemental Statement of Work, the terms of the Supplemental Statement of Work will govern and control with respect to the term, projected utilization rates, service rates and scope of services.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("**Dispute**"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Morton Grove
Chris Tomich
6101 Capulina Ave
Morton Grove, IL 60053

ATTACHMENT "A"

Attention: Chris Tomich
E-mail: ctomich@mortongroveil.org

If to Consultant: Municipal GIS Partners, Incorporated
Thomas A. Thomey
701 Lee Street, Suite 1020
Des Plaines, IL 60016
Attention: Thomas Thomey
E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "*Force Majeure*"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

ATTACHMENT "A"

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

VILLAGE OF MORTON GROVE

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

CONSULTANT:

**MUNICIPAL GIS PARTNERS,
INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President and General Manager

ATTACHMENT "A"

Attachment 1

Statement of Work to GIS Consortium Service Provider Contract

1) General Purpose. The Consultant will perform all or part of the Municipality's geographic information system (GIS) management, development, operation, and maintenance. In addition to supporting the existing GIS program, the Consultant will identify opportunities for continued development and enhancement.

The Municipality will be sharing management, development, maintenance expertise and staffing with other municipalities as a member of the Geographic Information System Consortium (GISC). The benefits to the Municipality include, but are not limited to, collective bargaining for rates and services, shared development costs, and joint purchasing and training.

The Consultant is the sole Service Provider for the GISC and is responsible for providing the necessary GIS professional resources to support this entity. The Consultant will facilitate and manage resource, cost, and technical innovation sharing among GISC members.

2) Service Types. The Consultant will provide two (2) service types. The intent of this distinction is to track specific types of investment without overburdening general operation of the GIS program. Many of these services will go unnoticed but are required to sustain the GIS program. The Consultant will employ reasonable professional discretion when specific direction is not provided. The two (2) services types are as follows:

A. Services related to the direct management, development, operation, and maintenance of the GIS required to reasonably support the system.

B. Services relating to the investigation, research, and development of new functionality and capability for the GIS Consortium and its members.

3) Services. The Consultant will provide the necessary resources to support the GIS program. The allocation of these resources will be reasonably commensurate with the level of expertise required to fulfill the specific task which includes, but is not limited to, the following:

A. The Site Analyst provides the daily operation, maintenance, and support of the program for the Municipality, either physically on-site or remotely (as reasonably determined by the Consultant after consultation with the Municipality with respect to its need). The Site Analyst is responsible for database management and data quality, map and product development, user training and help-desk, project identification and program documentation.

B. The Shared Analyst provides technical support to the Site Analyst and the Municipality including trouble-shooting and project implementation. The Shared Analyst is responsible for developing, testing, and managing the GISC shared solutions including the standard data model and processes, centralized databases, and shared solutions.

ATTACHMENT "A"

C. The Client Account Manager is responsible for the coordination and operation of the program for the Municipality including leadership alignment and reporting, planning and budgeting, resource allocation, and performance management.

D. The Manager is responsible for the overall GISC program including the development and implementation of new shared opportunities based on the direction and instructions of the GISC Board of Directors.

4) Projected Utilization and Service Rates. The service rates set forth below are based on, among other things, the negotiated annual projected utilization of all GISC members. The Consultant shall negotiate annually with the Board of Directors (the "**Board**") of GISC to adjust the annual projected utilization and service rates for the members of GISC. It is anticipated that the Consultant will submit its proposed annual projected utilization and service rates (the "**Proposal**") to the Board for approval every year on or about July 31st. Upon the Board's approval of the Proposal, the annual projected utilization and service rates shall become binding on the Municipality and incorporated into this Contract by reference, which shall automatically become effective on January 1st and remain in effect for the remainder of such calendar year. The approved annual projected utilization and the service rates will be promptly distributed by the Board or the Consultant to the Municipality. Notwithstanding the foregoing, in the event the Board, for any reason whatsoever (including the Board being disbanded) does not approve the Proposal, the Consultant may submit its proposed annual projected utilization and service rates directly to the Municipality by no later than October 1st, and upon written approval by the Municipality shall become effective on January 1st. Consultant agrees that, each year, the new aggregate annual contract value for the Municipality will not exceed the greater of (i) cost-of-living adjustments based on the CPI¹ measured as of the most recent CPI number available prior to submitting the Proposal, or (ii) 3%. The GISC service and projected utilization rates set forth below are effective as of the Effective Date until December 31 of such calendar year:

A. Projected Utilization

1. 659 hours of Site Analyst
2. 113 hours of Shared Analyst
3. 66 hours of Client Account Manager
4. 23 hours of Manager

¹For purposes of this Contract, "CPI" shall mean the all items Consumer Price Index for all Urban Consumers in the Chicago-Gary-Kenosha area. In the event that publication or issuance of the Index is discontinued or suspended, the CPI shall be an index published or issued by the United States Department of Labor or any bureau or agency thereof that computes information from substantially the same statistical categories and substantially the same geographic areas as those computed in the CPI and that weights such categories in a substantially similar way to the weighting of the CPI at the Effective Date. The CPI rates, solely for reference purposes, may be accessed at <http://www.bls.gov/ro5/cpichi.htm>, it being understood that the Consultant makes no representation or warranty that the rates published on such website are accurate.

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B. Service Rates

1. \$94.11 per hour for Site Analyst
2. \$94.11 per hour for Shared Analyst
3. \$111.44 per hour for Client Account Manager
4. \$135.34 per hour for Manager

Total Not-to-Exceed Amount for Services (Numbers): \$83,120.00.

Total Not-to-Exceed Amount for Services (Figures): Eighty Three Thousand One Hundred Twenty Dollars and No Cents.

ATTACHMENT "A"

Attachment 2

To GIS Consortium Service Provider Contract

Insurance

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

ATTACHMENT "A"

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its officials, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.

2. The Consultant's insurance coverage shall be primary as respects the Municipality, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.

3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its officials, agents, employees and volunteers.

4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its officials, employees, agents and volunteers as additional insureds

6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.

7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

ATTACHMENT "A"

F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.

G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.

Legislative Summary

ORDINANCE 21-15

**AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE
THE VILLAGE OF MORTON GROVE, AND THE MORTON GROVE PARK DISTRICT FOR THE
INSTALLATION AND MAINTENANCE OF A WATER MAIN IN HARRER PARK.**

Introduced:	November 22, 2021
Purpose:	This ordinance approves an Easement Agreement with the Morton Grove Park District and accepts an easement for the construction and maintenance of a watermain in Harrer Park.
Background:	The Morton Grove Historical Museum is owned by the Morton Grove Park District and is located at Harrer Park, located at 6250 Dempster Street. The Historical Museum along with the Village-owned Historical Museum Annex Building and the American Legion Post 134 Memorial Civic Center (“the Civic Center”), receives water service from a single pipeline connected to the Village watermain in Dempster Street. The Village Engineer has recommended the Village install a new watermain to connect to the watermain in Dempster Street and the watermain in Harrer Park to improve the water service configuration and the water quality at the Historical Museum and Civic Center. The Village and the Park District have worked together to reach an easement agreement to grant the Village the perpetual right to use a portion of Harrer Park to construct, operate, maintain, repair, and replace a public watermain, this ordinance will approve the Easement Agreement and authorize the agreement and the Plat of Easement to be recorded with the Cook County Recorder’s office.
Departments Affected	Administration, Legal, Engineering and Public Works
Fiscal Impact:	\$3,000.00 for document preparation (\$1,500.00 of the Fiscal Impact to be reimbursed to the Village by the MG Park District)
Source of Funds:	Water/Sewer Enterprise Fund 40-50- 33-57-2020
Workload Impact	The work will be done by Public Work staff as part of their regular duties
Administrator Recommendation	Approval as presented.
Second Reading:	Required December 13, 2021
Special Consider or Requirements:	The Easement Agreement and Plat of Easement should be recorded with the Cook County Recorder’s Office

Submitted by - Ralph Czerwinski, Village Administrator
Reviewed by - Teresa Hoffman Liston, Corporation Counsel
Prepared by - Chris Tomich, Village Engineer

ORDINANCE 21-15

AN ORDINANCE APPROVING AN EASEMENT AGREEMENT BETWEEN THE THE VILLAGE OF MORTON GROVE, AND THE MORTON GROVE PARK DISTRICT FOR THE INSTALLATION AND MAINTENANCE OF A WATER MAIN IN HARRER PARK.

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 and incur debt; and

WHEREAS, the Morton Grove Park District (“Park District”) is the owner of certain real property commonly referred to as Harrer Park, located at 6250 West Dempster Street, Morton Grove, Illinois, which includes the Harrer Park Pool and the Morton Grove Historical Museum, and which real estate is legally described in Exhibit A to Attachment 1 attached to and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to Village-owned property which includes the Morton Grove Historical Museum Annex building, and the American Legion Post 134 Memorial Civic Center (“the Civic Center”), property owned by the Village and used for senior programming, community gatherings and by the American Legion Post 134 for its operations and activities; and

WHEREAS, the Subject Property and the Civic Center each have two buildings receiving water service from a single pipeline connected to the Village water main in Dempster Street; and

WHEREAS, the Village Engineer has recommended that the water distribution system be improved to install a water main that connects to the Village’s water main in Dempster Street and the Village’s water main on the Subject Property, which would provide a proper configuration for the water services on the Subject Property and Civic Center and can be expected to improve water quality on these properties; and

WHEREAS part of the improvements must be constructed, operated, and maintained on the Subject Property; and

WHEREAS, the Village has requested that the Park District grant an easement to use that portion of the Subject Property, as depicted in the Plat of Easement attached hereto as Exhibit B to Attachment 1, and incorporated herein by this reference, to construct, operate, maintain, repair, and replace a public water main, together with related appurtenances, on the Subject Property; and

WHEREAS, the water main and associated appurtenances will provide potable water to the Park District's facilities on the Subject Property; and

WHEREAS, Section 8-11 of the Illinois Park District Code (70 ILCS 1205/8-11) authorizes the Park District to grant easements to municipalities, corporations or persons for the construction, operation, and maintenance of facilities upon, under or across any District property for various utilities including for water or other public services; and

WHEREAS, the Village and the Park District are municipalities as defined in Section 1(c) of the Local Government Property Transfer Act, 50 ILCS 605/1(c) ("Transfer Act"); and

WHEREAS, Section 2 of the Transfer Act authorizes transfers of real estate, or interests therein, between municipalities for any public purpose upon such terms as are agreed to by the corporate authorities of the respective municipalities; and

WHEREAS, the Village and the Park District have determined that it is in the public's interest for the Park District to grant the requested easement to the Village, on the Subject Property pursuant to the terms and conditions set forth in the Easement Agreement attached hereto as Attachment 1.

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

SECTION 2: The Corporate Authorities do hereby approve and authorize the Village President to sign and the Village Clerk to attest to an Easement Agreement between the Village of Morton Grove and the Morton Grove Park District in substantial conformity with Attachment 1 and accept the easement rights conferred therein for a permanent non-exclusive easement to the Village for the right, permission and authority to install, operate, access, maintain, test, inspect, repair, remove or replace approximately 500 lineal feet of 8-inch water main together in, upon, under, along and across Harrer Park.

SECTION 3: The Village Administrator and/or his designee are authorized to take all steps necessary to finalize the Easement Agreement, record the plat of Easement contained therein, and implement the Easement Agreement.

SECTION 4: 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 13th day of December 2021

Trustee Grear _____

Trustee Khan _____

Trustee Minx _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

APPROVED by me this 13th day of December 2021.

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

APPROVED and FILED in my office this
this 14th day of December 2021.

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

ATTACHMENT 1

**AN EASEMENT AGREEMENT BETWEEN THE
THE VILLAGE OF MORTON GROVE, AND THE MORTON GROVE PARK DISTRICT
FOR THE INSTALLATION AND MAINTENANCE OF A
WATER MAIN IN HARRER PARK.**

**GRANT OF EASEMENT TO VILLAGE OF MORTON GROVE
AT HARRER PARK FOR WATER MAIN**

THIS GRANT OF EASEMENT (the "Agreement") is dated as of this _____ day of _____ 2021 (the "Effective Date"), by and between the Morton Grove Park District, an Illinois park district (the "Park District"), and the Village of Morton Grove, an Illinois municipal corporation (the "Village"), which hereinafter may be referred together as the "Parties" or individually as a "Party."

WHEREAS, the Park District is the owner of certain real property commonly referred to as Harrer Park, located at 6250 West Dempster Street, Morton Grove, Illinois, which includes the Harrer Park Pool and the Morton Grove Historical Museum and which real estate is legally described in **Exhibit A** attached to and incorporated herein by this reference (the "Subject Property"); and

WHEREAS, the Subject Property is adjacent to Village owned property which includes the Morton Grove Historical Museum Annex, property licensed to and operated by the Park District, and the American Legion Post 134 Memorial Civic Center ("the Civic Center"), property owned by the Village and used for senior programming, community gatherings and by the American Legion Post 134 for its operations and activities; and

WHEREAS, the Subject Property and the Civic Center each have two buildings receiving water service from a single pipeline connected to the Village water main in Dempster Street; and

WHEREAS, the Village Engineer has recommended that the water distribution system be improved to install a water main that connects to the Village's water main in Dempster Street and the Village's water main on the Subject Property, which would provide a proper configuration for the water services on the Subject Property and Civic Center and can be expected to improve water quality on these properties; and

WHEREAS part of the improvements must be constructed, operated and maintained on the Subject Property; and

WHEREAS, the Village has requested that the Park District grant an easement to use that portion of the Subject Property, as depicted in **Exhibit B**, attached to and incorporated herein by this reference, in order to construct, operate, maintain, repair and replace a public water main, together with related appurtenances, on the Subject Property; and

WHEREAS, the water main and associated appurtenances will provide potable water to the Park District's facilities on the Subject Property; and

WHEREAS, Section 8-11 of the Illinois Park District Code (70 ILCS 1205/8-11) authorizes the Park District to grant easements to municipalities, corporations or persons for the construction, operation and maintenance of facilities upon, under or across any District property for various utilities including for water or other public services; and

WHEREAS, the Park District has determined that it is in the public's interest to grant the requested easement to the Village, on the Subject Property pursuant to the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **RECITALS.** The foregoing recitals are incorporated herein by reference as though fully set forth.

2. **GRANT OF EASEMENT.** The Park District hereby grants a permanent non-exclusive easement (“Easement”) to the Village for the right, permission and authority to install, operate, access, maintain, test, inspect, repair, remove or replace approximately 500 lineal feet of 8-inch water main together with related appurtenances (the “Facilities”) in, upon, under, along and across that portion of the Subject Property depicted on **Exhibit B** and legally described in **Exhibit C** (the "Easement Area").

3. **CONSIDERATION.** The Village agrees to pay \$1.00 to the Park District as consideration for the Easement granted pursuant to this Agreement.

4. **EASEMENT CONDITIONS.** The grant of the Easement given to the Village under this Agreement shall be subject to the conditions that:

(a) The Park District reserves the right of access to and use of the Easement Area in any manner not inconsistent with the rights granted to the Village under this Agreement, including but not limited to the right to install landscaping, gardens, shrubs, driveways, sidewalks, parking lots, and ingress and egress roadways on the Easement Area that do not then or later conflict with the Facilities or the Easement rights granted hereunder.

(b) The Village’s use and occupation of the Easement Area shall not interfere in any way with the Park District’s use of the Subject Property or the Easement Area for recreational purposes.

(c) The Village shall notify the Park District prior to commencement of any Easement Activities, as defined below in Section 4.d, on the Easement Area. The Parties shall reasonably cooperate with respect to the commencement, timing, and location of such Easement Activities so as to protect the public at large and to avoid any interference with the Park District’s use of the Subject Property or the Easement Area.

(d) Upon completion of any construction, repair and/or other activity in any way related to the operation, inspection, repair, or maintenance, of the Facilities, or any other activity performed on the Easement Area or the Subject Property pursuant to the grant of the Easement set forth in Section 2 of this Agreement (collectively, the “Easement Activities”), the Village agrees to (i) replace and grade any and all topsoil removed by the Village to the reasonable satisfaction of the Park District; (ii) replace any and all natural grass removed with sod of like quality; and (iii) restore the Easement Area to the condition as existed immediately preceding such Easement Activities. The Village shall similarly restore any portions of the Subject Property and any other real estate damaged or otherwise disturbed in connection with any of the Easement Activities, to the condition as existed immediately preceding such Easement Activities. All restoration shall be completed within thirty (30) days following completion of any Easement Activities, or, if due to weather conditions or other circumstances which would make any such restoration inadvisable, then within such later time period as the Park District shall reasonably determine. The Village shall be responsible for all costs associated with said restoration of the Easement Area and the Subject Property as provided herein.

During any Easement Activity, the Village shall as necessary undertake all reasonable measures to ensure the proper removal, storage and/or protection and re-installation of any of Park District’s fences, sheds, trees, small shrubs and other landscaping features that are in or immediately adjacent to the Easement Area. In the event the Village, its employees or agents, or any contractor or subcontractor engaged in any Easement Activity causes any damage to trees, shrubs, or other vegetation or landscaping, or any improvements lying outside the boundaries thereof, the Village shall , at its sole cost and expense, and

to the satisfaction of the Park District, repair or replace all damaged trees, shrubs or other vegetation, landscaping or improvements.

(e) All Easement Activities conducted by any entity within the Easement Area shall be performed in a safe and sound manner and in accordance with all applicable federal, state and local laws.

(f) The Village shall be responsible for the payment of all reasonably necessary costs associated with any Easement Activity. Additionally, the Village shall reimburse the Park District fifty percent (50%) of the engineering costs incurred by the Park District in connection with the Easement. Payment by the Village shall be made within thirty (30) days after receipt of invoice from the Park District for these costs.

(g) In the event that during the term of the Agreement the Park District seeks relocation of the Facilities in order to serve a critical function of the Park District's mission, the Parties agree to jointly explore and evaluate alternatives to avoid such relocation. If a reasonable alternative cannot be agreed upon, the cost of relocation of the Facilities shall be shared by the Parties.

5. **MAINTENANCE AND REPAIR.** The Village shall maintain the Facilities in such a manner so as to ensure that the Facilities remain in good working order and repair at all times and will further ensure that the Facilities comply at all times with applicable federal, state and local law. In the event that the Park District determines that the Village is not in compliance with the terms of this Section 5, the Park District shall provide the Village written notice of said noncompliance. Upon receipt of said notice, the Village shall have thirty (30) days to commence the necessary measures to cure said noncompliance. Notwithstanding the above thirty (30) day cure period, the Village shall take immediate action to cure said noncompliance in the case of an emergency likely to cause immediate harm, damage or danger to surrounding property or to the public or private health, safety or welfare. In the event that the Village fails to commence the necessary measures to cure said noncompliance at the expiration of the periods set forth herein, or otherwise exhibits an unwillingness to cure said non-compliance, the Park District shall have the right, but not the obligation, to take all steps necessary to bring the Facilities into good working order and repair and to ensure compliance with all applicable federal, state and local laws, and the Village shall be responsible for all reasonable costs and expenses incurred by the Park District in connection with same, including reasonable attorneys' fees.

6. **HAZARDOUS MATERIALS.** No explosives or flammable or hazardous materials of any kind shall be transported across, brought upon, or stored or deposited on, the Subject Property or the Easement Area (except as needed for vehicles or equipment for the Easement Activities, provided that the Village and its contractors shall be liable for any damage to or contamination of the Subject Property or the Easement Area resulting from such activity or use). As used in this Agreement, "hazardous materials" means any hazardous or toxic substances, materials or wastes, including, but not limited to solid, semi-solid, liquid or gaseous substances which are toxic, ignitable, corrosive, carcinogenic or otherwise dangerous to human, plant or animal health or well-being and those substances, materials, and wastes listed in the United States Department of Transportation Table (49 CFR 972.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto or such substances, materials, and wastes regulated under any applicable local, state or federal law including, without limitation, any material, waste or substance which is (a) petroleum, (b) asbestos, (c) polychlorinated biphenyls, (d) designated as "Hazardous substances" pursuant to Section 1251 *et. seq.* (33 U.S.C. Section 1321) or listed pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901 *et. seq.* (42 U.S.C. Section 6903), or (vi) defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 *et. seq.* (42 U.S.C. Section 9601) or any other applicable environmental law.

7. **LIENS.** The Village shall not permit or suffer any lien to be imposed upon or to accrue against the Park District's funds, the Subject Property or the Easement Area. The Village shall indemnify, defend and hold

harmless the Park District from and against any liens and encumbrances arising out of any labor or services performed by or at the direction of, or materials furnished to, the Village or any parties claiming by, through or under the Village. In the event that any such lien shall arise or accrue against the Park District's funds, the Subject Property or the Easement Area, the Village shall promptly cause such lien to be released of record by payment thereof or posting a bond with the Park District in a form and amount which is reasonably satisfactory to the Park District.

8. **INDEMNIFICATION.** The Village agrees to indemnify, defend and save the Park District, its agents and employees, and all other persons or entities acting at the direction of the Park District, harmless from and against any and all liabilities, claims, losses, or demands for personal injury or property damage arising out of or caused by any negligent act or omission of the Village, any of its contractors or subcontractors, anyone directly or indirectly employed or engaged by any of them, or anyone for whose acts any of them may be liable, arising from the Easement Activities or exercise or use of any of the rights granted under this Agreement. The obligations on the part of the Village to indemnify, defend, save and hold harmless the Park District shall survive the expiration or termination of this Agreement.

9. **INSURANCE.** The Village shall maintain, and shall require any of its contractors hired to perform any work on the Easement Area, to maintain liability insurance in reasonable amounts, and with reputable companies as are reasonably acceptable to the Park District and /or the risk management association of which it is a member, to protect the Park District and the Village against claims arising directly or indirectly out of or in connection with the Easement Activities or use of the Easement Area or Subject Property pursuant to this Agreement. The Village shall name, or cause any contractor hired to perform any work on the Easement Area to name, the Park District, its elected and appointed officials, officers, employees and agents as an additional insured and, prior to commencing any such activity, shall provide to the Park District a copy of a Certificate of Insurance evidencing same the same.

10. **TERM.** This Agreement shall commence on the Effective Date and shall be perpetual.

11. **ADDITIONAL EASEMENTS.** The Park District shall have the right to grant other easements over, along, across or upon the Easement Area; provided, however, that any such other easements shall be subject to the rights granted to the Village hereunder and shall not cause the Village to incur any additional costs or liabilities.

12. **RECORDING.** This Agreement shall be recorded in the Office of the Cook County Recorder of Deeds by the Village.

13. **ASSIGNMENT OF RIGHTS.** This Agreement shall be binding on the Parties and their successors and assigns. The rights granted hereunder to the Village are non-transferable and shall not be assigned. The terms, conditions and provisions of this Agreement shall be a covenant running with the land and shall be binding upon the heirs, executors and administrators, personal representatives, successors and assigns of the parties hereto.

14. **NO WAIVER OF TORT IMMUNITY.** Nothing contained in this Agreement shall constitute a waiver by the Park District or the Village of any right, privilege or defense which it has under statutory or common law, included but not limited to the Illinois Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10.

15. **EXCEPTIONS.** The Easement granted herein shall be subject to all covenants, easements and restrictions of record, building and zoning ordinances, resolutions and regulations, and to all questions of survey and rights of any Parties which would be revealed by a physical inspection of the Subject Property. All rights granted the Village are expressly subject to the terms and conditions of the deed conveying title to Subject Property to the Park District.

16. **ENTIRE AGREEMENT/AMENDMENT.** This instrument contains the entire agreement between the Parties relating to the rights granted herein and the obligations herein assumed. This Agreement may be modified, amended or annulled only by the written agreement of the Park District and the Village.

17. **SEVERABILITY.** Invalidation by judgment or court order of any one or more of the covenants or restrictions contained herein shall in no way affect any other provisions which shall remain in full force and effect.

18. **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.

19. **NOTICES.** All notices required or permitted to be given under this Agreement must be given by the Parties by: (i) personal delivery; (ii) deposit in the United States mail, enclosed in a sealed envelope with first class postage thereon; or (iii) deposit with a nationally-recognized overnight delivery service, addressed as stated in this Section 20. The address of any Party may be changed by written notice to the other Party. Any notice personally delivered will be deemed to be have been given on the day of delivery, mailed notice will be deemed to have been given and received within three days after the same has been mailed and any notice given by overnight courier will be deemed to have been given and received within 24 hours after deposit. Notices and communications to the Parties must be addressed to, and delivered at, the following addresses:

Notice to the Park District: Morton Grove Park District
6834 West Dempster
Morton Grove, IL 60053
Attention: Executive Director

Notice to the Village: Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053
Attention: Village Administrator

20. **NO THIRD-PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of the Parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person and entity who is not a party to this Agreement or to acknowledge, establish, or impose any legal duty to any third party.

SIGNATURES TO FOLLOW ON THE NEXT PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed on the date first above written.

MORTON GROVE PARK DISTRICT

By: _____
Keith White
President, Morton Grove Park District Board of Commissioners

ATTEST:

Jeff Wait
Secretary, Morton Grove Park District Board of Commissioners

VILLAGE OF MORTON GROVE

By: _____
Daniel P. DiMaria
Village President, Village of Morton Grove

ATTEST:

Eileen Scanlon Harford
Village Clerk, Village of Morton Grove

EXHIBIT A

Legal Description of the Subject Property

PARCEL 1

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 (EXCEPT 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), IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-17-305-007-0000

ALSO PARCEL 2

THAT PART OF THE SOUTH WEST 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 SOUTH WEST CORNER OF SAID SECTION 17; THENCE NORTH 10 CHAINS; THENCE WEST 2 CHAINS; THENCE NORTH 19.81 $\frac{3}{4}$ CHAINS TO A POINT 10 CHAINS SOUTH OF THE NORTH LINE OF SAID SOUTH WEST 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.

P.I.N.: 10-17-305-009-0000

ALSO PARCEL 3

THE NORTH 442 FEET (AS MEASURED ALONG THE WEST AND EAST LINES) OF THE FOLLOWING DESCRIBED TRACT OF LAND: THAT PART OF THE SOUTH WEST QUARTER 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 SOUTH WEST 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 THE 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, IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-17-305-010-0000

COMMENCING AT THE MOST SOUTHERLY, SOUTHWEST CORNER OF SAID PARCEL 2, BEING ALSO THE NORTHWEST CORNER OF LOT 1 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; THENCE NORTH 89 DEGREES 38 MINUTES 40 SECONDS EAST, 54.00 FEET TO THE POINT OF BEGINNING, BEING ALSO THE NORTHEAST CORNER OF SAID LOT 1; THENCE NORTH 49 DEGREES 31 MINUTES 33 SECONDS WEST 50.00 FEET; THENCE NORTH 88 DEGREES 11 MINUTES 56 SECONDS WEST 266.47 FEET; THENCE SOUTH 89 DEGREES 19 MINUTES 18 SECONDS WEST 262.00 FEET TO THE POINT OF TERMINATION ALL IN COOK COUNTY, ILLINOIS.

EXHIBIT B

Plat of Easement

EXHIBIT C

Legal Description of Easement Area

THE EASEMENT HEREIN PROVIDED SHALL BE A STRIP INSTALLED OF LAND 10 FEET IN WIDTH, LYING 5.00 FEET EITHER SIDE OF THE FACILITIES INSTALLED AS INDICATED ON THE ATTACHED PLAT, AND DESCRIBED AS FOLLOWS: THAT PART OF

PARCEL 1

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 (EXCEPT 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), IN COOK COUNTY, ILLINOIS.

P.I.N.: 10-17-305-007-0000

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P.I.N.: 10-17-305-009-0000

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