



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

**December 13, 2021 7:00 pm**

**THE RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS  
6101 CAPULINA AVENUE, 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](http://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** – Regular Meeting – November 22, 2021
- 5. Special Reports –**
  - a. Outstanding Neighbor Recognition: Pat and Kathy McDonald  
Presented by Community Relations Commissioners: Janice Cha and Ginny Ching-Yin Lo
- 6. Public Hearings - None**
- 7. Plan Commission Reports**
  - a. **Plan Commission Case PC 21-03 - Requesting a Text Amendment to Modify Regulations Relating to Accessory Structures** to be presented by Steven Blonz, Plan Commission Chairperson
- 8. Residents' Comments (agenda items only)**
- 9. President's Report** – Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee
  - a. Establishment of Village Board Meeting Dates for Calendar Year 2022

- b. Administrative Appointments for Calendar Year 2022
- c. Board and Commission Chairperson Appointments for Calendar Year 2022
- d. Board and Commission Meeting Dates for Calendar Year 2022
- e. Trustee Liaison Assignments for Calendar Year 2022

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

11. **Staff Report**

a. **Village Administration**

- 1) Reminder of December 27, 2021, Village Board Meeting Cancellation
- 2) Holiday Schedule 2022

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)*

- 1) **Ordinance 21-16 (First Reading):** Approving a Text Amendment to Modify Regulations Relating to Accessory Structures

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

- 1) **Resolution 21-81:** Authorizing a Contractual Agreement with Dell, Inc to Provide for the Renewal of a Microsoft Enterprise Agreement for Microsoft Software Licensing for Operating and Productivity Software for all Village Desktop Computers

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

- 1) **Ordinance 21-17 (First Reading):** Amending Title 1 Chapter 11 to Update the Village Fee Schedule

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)*

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) **Ordinance 21-15** (*Introduced November 22, 2021*) (*Second Reading*):  
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.
- 2) **Resolution 21-75:** Appropriation of 2022 Motor Fuel Tax Funds for Maintenance of Streets and Highways
- 3) **Resolution 21-76:** Authorizing the Execution of an Intergovernmental Agreement Amendment with the Illinois Department of Transportation for Federal Funding for Austin Avenue Improvements
- 4) **Resolution 21-77:** Authorizing Execution of a Task Order Amendment with Ciorba Group, Inc. for Design Engineering Services for Austin Avenue Improvements
- 5) **Resolution 21-78:** Authorizing the Execution of a Service Contract Extension with G&L Contractors, Inc. for the 2022 Material Hauling Program
- 6) **Resolution 21-79:** Authorizing a Service Contract Extension with Landscape Concepts Management, Inc. for 2022 Tree Trimming Program
- 7) **Resolution 21-80:** Authorizing a Contract Extension with Mid-American Water of Wauconda for 2022 Fire Hydrant Replacement Program

**13. Other Business**

**14. Presentation of Warrants - \$3,909,444.00**

**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 22, 2021**

**CALL TO ORDER**

- I. Village President Dan DiMaria convened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the 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, and Janine Witko. Trustee Connie Travis was absent with notice.

IV. **APPROVAL OF MINUTES**

- 1. Trustee Minx moved to accept the Minutes of the November 8, 2021 Village Board meeting as presented, seconded by Trustee Khan. **Motion passed unanimously via voice vote.**

V. **SPECIAL REPORTS**

- 1. Swearing in of New Fire Chief Ralph Ensign
  - a. Mayor DiMaria invited Mr. Ensign to join him at the podium. The mayor said that, after the retirement of Chief Frank Rodgers this past April, the Village Administration began an extensive evaluation of internal and external candidates to fill the position. After an open and accessible outreach effort for applicants, and a comprehensive evaluation process, Mayor DiMaria said it was his pleasure to submit Chief Ensign's qualifications to the Village Board for concurrence with his appointment as Morton Grove's Fire Chief at the November 8, 2021 Board Meeting. The Board unanimously concurred with the appointment.
  - b. Mayor DiMaria said Chief Ensign comes to the Village with decades of regional experience in the fire services and over a decade of experience in fire service leadership positions. He holds a bachelor's degree in Fire Service Management from Southern Illinois University and holds the highest certification from the Illinois State Fire Marshal as a Chief Fire Officer. He also continues to service as an unpaid assessor/evaluator for the Center for Public Safety Excellence. In addition to his obvious technical expertise, Mayor DiMaria said Mr. Ensign stood out because of his outstanding experience in the Illinois fire service, his diverse background in community risk reduction and emergency planning, his experience with grants and public management, and his collaborative community management style.



V. **SPECIAL REPORTS** (continued)

- c. Mayor DiMaria said Chief Ensign currently lives in Hawthorn Woods with his wife Diane. They have two children and four grandchildren, with another grandchild on the way. The mayor said it was his pleasure of administer the Oath of Office to Ralph Ensign. The Chief's wife pinned on his badge as the assemblage congratulated him.
- d. Chief Ensign thanked the Village Board and the Mayor for having faith and confidence in him. He was especially grateful to Mayor DiMaria for letting him know more about Morton Grove. He also thanked the duty crew present this evening, and gave a shout out to the fire chief of Spring Grove and his wife, also here tonight.
- e. Mayor DiMaria also thanked the fire personnel in attendance and said he thinks everyone in the department will be well satisfied with the Village's choice of Ralph Ensign for the Fire Chief. He asked Mary Jo LeBeau, the assistant to the Fire Chief, how many chiefs she has worked with in her tenure with the department. Ms. LeBeau said this will be her seventh chief!

2. **28<sup>th</sup> Annual Fire Prevention Poster Contest Awards Presentation**

- a. Rick Dobrowski, Fire Prevention Bureau Coordinator for the Morton Grove Fire Department thanked the winners, their parents, teachers, and others present for these awards this evening for being here. He said the message of Fire Prevention Week this year was "Learn the Sounds of Fire Safety," i.e., the sounds of smoke alarms or carbon monoxide detectors. He said the Fire Prevention Bureau did 44 educational classes this year with kindergarteners.
- b. Mr. Dobrowski said that this poster contest is an annual tradition, although it was skipped last year due to COVID. All schools serving Morton Grove participated and 140 entries were received. The contest is sponsored by the Firefighter's Association, and each winner will receive a plaque with a digitized photo of their winning poster. The posters were judged on whether the message was clear, the fire safety message is correct, and the quality of the artwork.

c. The winners were:

<i>Kindergarten</i>	<i>Natalia Kubala</i>	<i>Jerusalem Lutheran</i>
<i>First Grade</i>	<i>Sayaam Ali</i>	<i>MCC Academy</i>
<i>Second Grade</i>	<i>Zara Hassan Fatima</i>	<i>MCC Academy</i>
<i>Third Grade</i>	<i>Trinity Vo</i>	<i>Jerusalem Lutheran</i>
<i>Fourth Grade</i>	<i>Sophie Freytes</i>	<i>Jerusalem Lutheran</i>
<i>Fifth Grade</i>	<i>Vivienne Howard-Check</i>	<i>Thomas Edison Elementary</i>
<i>Sixth Grade</i>	<i>Katalia Forsythe</i>	<i>Molloy Education Center</i>
<i>Seventh Grade</i>	<i>Jade Viruet</i>	<i>Jerusalem Lutheran</i>
<i>Eighth Grade</i>	<i>Natalia Atto</i>	<i>Jerusalem Lutheran</i>

Natalia Atto was also named the "Overall Winner" of the poster contest.

V. **SPECIAL REPORTS** (continued)

- d. After a brief period of photo-taking of the poster contest winners, Mr. Dobrowski thanked the Village Board members for all their support.

VI. **PUBLIC HEARINGS**

Mayor DiMaria opened the Public Hearing on the 2022 Budget at 7:17 p.m. and turned it over to Village Administrator Ralph Czerwinski.

- a. Mr. Czerwinski said he was pleased to present the Village's Annual Budget for Fiscal Year 2022 for the review and consideration by the Village Board. The proposed budget was presented on October 12, 2021 and October 13, 2021 at Budget Workshops which were open to the public. A first reading of the Budget and the Tax Levy Ordinances were on the November 8, 2021 Village Board Agenda.
- b. Mr. Czerwinski said this recommended budget represents the proposed expenditure plan for the delivery of municipal services and capital improvement needs for the Village in 2022. It represents a continued effort to maintain the services of the Village while keeping expenses under control. The proposed budget document provides financial and informational data.
- c. Financially, it offers line-item detail by fund, including revenues and expenditures. It also includes budget references for fiscal years 2020 and 2021; projected expenditures for 2021; and a proposal for budgeting for fiscal year 2022 expenditures and revenues. Informationally, it provides summary information identifying ongoing departmental objectives for key budget requests and a summary of budget modifications from the prior fiscal year.
- d. Mr. Czerwinski said the total proposed budget, including all expenditures and interfund transfers, is \$73.93 million, a decrease of 2.9% from the 2021 budget of \$76.12 million. This is due to some projects being completed in 2021, such as the purchase of a new fire truck. The budget also includes continued funding of projects not completed in 2021, such as a new water main connection to the Northwest Water Commission as a redundant water supply (\$1.7 million) and capital expenditures for Austin Avenue, the Oakton Street Path, and the Beckwith Bridget (\$1.8 million in Capital Projects and the Motor Fuel Tax Account.
- e. The General Fund budget, which includes the basic operating expenditures of the Village for administration, public works, police, fire, building, and senior and family services departments, is \$33.32 million, which is an increase of 2.28% (\$743,510) above the 2021 budget. This increase is attributed to an increase in pension costs, purchase of police vehicles, purchase of a dump truck for street maintenance, and cost of living increases for Village employees.
- f. Mr. Czerwinski pointed out the COVID had a significant impact on the revenues of the General Fund in 2020. Many revenues, especially sales and home rule taxes, improved in 2021, helped by the new Sawmill Station development. The Village has also received some American Rescue Plan Act (ARPA) funding from the federal government to replace some of the revenue lost in 2020.

VI.

**PUBLIC HEARINGS** (continued)

- g. Mr. Czerwinski said, due to improved revenues and continued cost containment, the Village projects it will add \$300,000 to the fund balance, which is estimated to be \$11,796,240 at the end of 2021. This is 35.4% of the 2022 budgeted expenditures. The Village has worked to build the General Fund balance over the last few years, and even with the effects of COVID, the General Fund balance has remained strong.
- h. The 2022 proposed budget includes a 3% property tax increase, representing a \$45.50 annual tax increase for a property valued at \$400,000. This projected increase is without consideration of the increased assessed value of our new development last year, which will reduce that projected impact. It should be noted that the Village had no property tax increase in 2019, 2020, and 2021. The property tax increase is necessary to keep pace with the continuing increases in pensions and operating costs. Department directors continue to diligently control expenditures and monitor revenues as well as all of the assets of the Village in a fiduciary manner. This proposed managed budget is the result of those efforts.
- j. Mr. Czerwinski said that, although this proposed budget is significantly controlled, it does offer progressive enhancements and organizational outcomes which support the long-term stability and operation needs of the Village, including:
  - Bond Rating Stabilization (maintenance of financial reserves and pension contributions)
  - Austin Avenue Reconstruction (Lincoln Avenue to Oakton Street)
  - Northwest Water Commission connection as a redundant water supply
  - Oakton Street Path
  - Maintenance of Public Facilities (roofing work at Public Works)
  - Systematic Replacement of Operational Equipment (police squad cars and street maintenance equipment)
  - Full-Time Social Worker
  - Resurfacing of Streets
  - Water Main Replacement
- k. Mr. Czerwinski said the end result of this budget reflects the work of department directors and their staffs; their work is greatly appreciated. Additionally, Mr. Czerwinski recognized Hann Sullivan, Finance Director, and Tom Friel, Assistant to the Village Administrator, for their work in the development of this proposed Budget. Mr. Czerwinski said he was happy to answer any questions from the Board or the public.
- l. **Eric Poders, 7940 Foster**, commented that people are going to see their property tax bills go up. He commended staff and the Board for keeping the property tax increase at 0% over the last three years, and noted that if you take the \$45 on a \$400,000 house, it averages out to about \$11 a year over the last four years. But school boards and other taxing entities will likely also have tax increases, so Mr. Poders encouraged people to remember, when they look at their property tax bill, that the Village's portion is a very small percentage of the total tax bill.
- m. Mr. Poders also noted that he has been to the Amazon Fresh grocery store about 16 times since they've opened. He's also been promoting the coupons that Amazon mailed out.

VI. **PUBLIC HEARINGS** (continued)

- n. Mr. Poders said he is concerned, however, because Amazon is not collecting the correct amount of sales tax, so the Village is basically losing out. He showed a receipt he had and said that the Village lost a few dollars on the tax collected for what he purchased. Mr. Poders asked that Mayor DiMaria or Ms. Sullivan discuss this with Amazon's regional leadership team or even travel to Amazon's headquarters in Seattle. Not only are the cameras in Amazon Fresh making mistakes, the company is over-charging people!
- o. Mr. Poders commended staff for going full-time on the social worker. He said he's aware of the Outstanding Neighbor program, and has heard about a program to help people out with snow shoveling, but he wondered how that program works. If you see a neighbor who is struggling, for example, with snow removal...should you call the social worker? Or if you have a neighbor who is just struggling with everything, should you call the fire department non-emergency number?
- p. Lastly, Mr. Poders commended the Village on the hiring of a new Fire Chief; he felt Chief Ensign would be a great asset to the Village. He said he hoped the Village would see more federal funding come in from the Build Back Better plan, in which case he hoped that some budgeted funds could be reallocated to more social services. He thanked the Board and staff for all their hard work.

Mayor DiMaria asked for a motion to close the Public Hearing.

Trustee Minx so moved, seconded by Trustee Witko. **Motion passed unanimously via voice vote. Public Hearing closed at 7:28 p.m.**

VII. **PLAN COMMISSION REPORTS**

NONE

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

NONE

IX. **PRESIDENT'S REPORT**

- 1. Mayor DiMaria proclaimed the month of December 2021 as "Food Pantry Awareness Month" in the Village. He said that, in 2020, the Niles Township Food Pantry served 3,000 separate households, which is about 9% of the total households in Niles Township. The Pantry served 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.

IX. **PRESIDENT'S REPORT** (continued)

- a. Mayor DiMaria said the demand for emergency food continues to grow in the wake of this global pandemic. Food banks like the Niles Township Food Pantry are more critical than ever. 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.
  - b. 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.
  - c. Mayor DiMaria said the Food Pantry is run and supported by the Niles Township Government and food and other services provided to Food Pantry clients is paid for out of the Niles Township Food Pantry Foundation, a 501(c)3 charitable foundation. He urged 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.
2. Next, Mayor DiMaria presented **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.**
- a. He said the Village would like to honor and recognize Bette for her contributions to Morton Grove and her service to our country. She has been a resident of Morton Grove for 65 years and will celebrate her 100<sup>th</sup> birthday on December 6, 2021.
  - b. Bette 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 US 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.
  - c. Mayor DiMaria said Bette is most proud of her service to our country and our veterans. She 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. This Resolution will authorize the Village to install honorary temporary street signs for Bette C. Horstman Lane in the 9300 block of Oketo Street to honor Bette for her service and dedication to her country, community, and the Village, as she approaches her Centenarian milestone.

Trustee Minx moved to approve Resolution 21-74, seconded by Trustee Witko.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

Tr. Grear      aye  
Tr. Thill      aye

Tr. Khan      aye  
Tr. Travis    absent

Tr. Minx      aye  
Tr. Witko     aye

IX. **PRESIDENT'S REPORT** (continued)

- d. Trustee Minx told Bette, "I hope I have the energy to do the things you do when I get near your age." She marveled at Bette's consistency in volunteering for Morton Grove Days and marching in the parade. She said, "Bette, you are an inspiration to all of us."
  - e. Trustee Thill commented that Bette is part of "The Greatest Generation" and thanked her.
3. Mayor DiMaria announced that some normalcy is coming back—Santa will be coming to Morton Grove on Saturday, December 4! He begins his parade at Greenwood & Waukegan at 11:00 a.m., and his trip will end at Main Street & Austin Avenue between 1:15 and 1:30 p.m. Santa will reappear at the northwest corner of Harrer Park (6250 Dempster) for a drive-up greeting and to provide gifts to children receiving specially marked candy from the parade. Due to the current public health situation, this year's gift redemption will be drive-up only. Those wishing to redeem specially marked candy must enter the west side of the park from westbound Dempster Street. Mayor DiMaria said a detailed map of Santa's route through town can be found at [www.mortongroveil.org/santa2021](http://www.mortongroveil.org/santa2021).
  4. Mayor DiMaria said the Morton Grove Police Department's annual Toys for Tots drive is now underway. New unwrapped toys can be donated at the following locations:
    - MG Police Department, 6101 Capulina Avenue
    - MG Fire Department #4, 6250 Lincoln Avenue
    - MG Village Hall, 6101 Capulina Avenue
    - MG Park District, 6834 Dempster Street
    - MG Public Library, 6140 Lincoln Avenue.

The Toys for Tots collection ends on December 10, 2021.

5. Also underway is the Morton Grove Fire Department/Firefighter's Association Annual Food and Gift Drive. Mayor DiMaria said the Firefighter's Association is collecting donations to purchase gift cards, toys, and a holiday ham for families in need. Non-perishable food will not be collected this year due to the ongoing pandemic. Those wishing to donate can write a check payable to Firefighter's Association of Morton Grove and sent to or dropped at Fire Station #4, 6250 Lincoln Avenue, Morton Grove, Attention: Food Drive. Food and gifts will be provided to families on December 17. Any questions, please contact the Fire Department at 847-470-5226.
6. Mayor DiMaria, on behalf of the Village Board and his family, wished one and all a very happy Thanksgiving this coming Thursday. He said "We all have a lot to be grateful and much to be thankful for this year. A lot has happened in Morton Grove for its betterment this year." The mayor personally thanked the Board, Village staff, and Village residents for all the support he's received this year and encouraged everyone to "take a knee" and be grateful.

X. **CLERK'S REPORT**

Clerk Harford had no report this evening.

XI. **STAFF REPORTS**

A. **Village Administrator:**

1. Mr. Czerwinski announced that Village Hall and Public Works will be closed on November 25 and 26, and December 24 and 31.
- a. Trustee Thill asked what people should do if they need Public Works during any of these days. Mr. Czerwinski said people should call the Police Department non-emergency number, or, if there is an emergency, call 9-1-1.
2. The Village, through the Solid Waste Agency of Northern Cook County (SWANCC) and Elgin Recycling, is offering free holiday lights recycling. Only strings of lights will be accepted (no garland with lights entwined, lighted wreaths, or that sort of thing.) There is a box on the south side of the Village Hall lobby for residents to drop off their holiday lights. This recycling program will end on February 1, 2022. Any questions on what is acceptable for recycling, please call 847-448-4311.

B. **Corporation Counsel:**

Corporation Counsel Liston had no report this evening.

XII. **TRUSTEES' REPORTS**

A. **Trustee Grear:**

Trustee Grear had no report this evening.

B. **Trustee Khan:**

Trustee Khan had no report this evening.

XII. TRUSTEES' REPORTS (continued)C. Trustee Minx:

1. Trustee Minx presented **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.**
  - a. She 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 during a Public Hearing earlier this evening (with appropriate public notice). The Budget has been available for inspection at the office of the Village Administrator, the Public Library, and has been posted on the Village's website.

Trustee Minx moved to adopt Ordinance 21-13, seconded by Trustee Gear.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

2. Next, Trustee Minx presented **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.



XII. TRUSTEES' REPORTS (continued)C. Trustee Minx: (continued)

Trustee Minx moved, seconded by Trustee Witko, to adopt Ordinance 21-14.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

Trustee Minx then presented several Tax Abatement Resolutions:

3. **Resolution 21-67, Tax Abatement Resolution for 2021 Tax Levy Relation to Ordinance 15-02.**
  - a. Trustee Minx explained that, pursuant to the 2022 Budget, the Village has chosen to pay for certain bond debt service payments from sources other than property taxes. In order for the County Clerk not to levy said debt service payments, it is necessary to pass this resolution and to file a certified copy of this with the County Clerk of Cook County, Illinois. This resolution authorizes the abatement (reduction) of taxes levied for 2021 (which are collected in 2022) in the amount of \$1,515,550.
  - b. She said that in March of 2015, the Board issued \$10,010,000 in General Obligation Bonds, Series 2015, to refinance a portion of the 2007 Lehigh Ferris Tax Increment Financing (TIF) debt issue and to fund new capital improvements. Pursuant to Ordinance 15-02, the levy of taxes for the debt service payment for the year 2020 is \$1,999,300. Trustee Minx said that the 2022 Budget has allocated revenue from the Lehigh Ferris TIF Fund in the amount of \$791,800, and revenue from the General Fund in the amount of \$723,750 to partially pay for this 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 source(s) of revenue and obligates the Village Treasurer to set aside and designate those funds to partially pay the required bond payments. After all abatements, the net levy for this bond series is \$483,750.

Trustee Minx moved to approve Resolution 21-67, seconded by Trustee Witko.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

4. **Resolution 21-68, Tax Abatement Resolution for 2021 Tax Levy Relating to Ordinance 02-30.**
  - a. Trustee Minx explained that, 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.

XII. TRUSTEES' REPORTS (continued)C. Trustee Minx: (continued)

- b. In order for the County Clerk not to levy said debt service payments, it is necessary to pass this resolution and to file a certified copy of this with the County Clerk of Cook County, Illinois. This resolution authorizes the abatement (reduction) of taxes levied for 2021 (which are collected in 2022) in the amount of \$526,863.91.
- c. She said that in July of 2002, the Board issued \$5,300,000 in General Obligation Promissory Notes, Series 2002. Pursuant to Ordinance 02-30, the levy of taxes for the debt service payment for the year 2021 is \$526,863.91. Trustee Minx noted that, in September of 2009, 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. After all abatements, the net levy for the 2002 Notes is zero (\$0).

Trustee Minx moved, seconded by Trustee Khan, to approve Resolution 21-68.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

5. **Resolution 21-69, Tax Abatement Resolution for 2021 Tax Levy Relating to Ordinance 19-15.**

- a. Trustee Minx explained that, 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 not to levy said debt service payments, it is necessary to pass this resolution and to file a certified copy of this with the County Clerk of Cook County, Illinois. This resolution authorizes the abatement (reduction) of taxes levied for 2021 (which are collected in 2022) in the amount of \$284,334.
- b. She said that, in November of 2019, the Board issued \$5,455,000 in General Obligation Refunding Bonds, Series 2019. Pursuant to Ordinance 19-15, the levy of taxes for the debt service payment for the year 2021 is \$659,463. She said the 2022 Budget has allocated revenue from the Water Sewer fund in the amount of \$284,334 to partially pay for this debt service payment. The law requires the Village to levy taxes as required by Ordinance 19-15, but then may abate said taxes pursuant to a resolution which identifies the alternative source of revenue and obligates the Village Treasurer to set aside and designate those funds to partially pay the required bond payments. After all abatements, the net levy for this bond series is \$375,129.

Trustee Minx moved to approve Resolution 21-69, seconded by Trustee Grear.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

XII. TRUSTEES' REPORTS (continued)C. Trustee Minx: (continued)

- c. Trustee Gear thanked Village Administrator Ralph Czerwinski, Finance Director Hanna Sullivan, Finance Department staff, and all the departments for their hard work on the 2022 Budget.
- 6. Trustee Minx wished everyone a happy and safe Thanksgiving, and wished all who will be traveling over the holiday safe travels.

D. Trustee Thill:

Trustee Thill had no formal report this evening.

E. Trustee Travis:

Trustee Travis is absent with notice this evening, but Trustee Khan will cover the items under Trustee Travis' report.

- 1. Trustee Khan presented **Resolution 21-70, Authorizing a Collective Bargaining Agreement Between the Village of Morton Grove and the Morton Grove Firefighter's Association for January 1, 2020 Through December 31, 2023.**
  - a. She explained that this Resolution will approve a four-year collective bargaining agreement between the Village and the Morton Grove Firefighter's Association, IAFF Local 2178. The most recent contract expired on December 31, 2019.

Trustee Khan moved to approve Resolution 21-70, seconded by Trustee Minx.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

- 2. Next, Trustee Khan invited all residents and businesses to participate in the Village's 2021 Winter Adopt-a-Planter Program. The Public Works Department has planted 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. Sign-up officially ended on November 15, 2021, but there are still a few planters available. Program information is available at Village Hall or on the Village website.

XII. **TRUSTEES' REPORTS** (continued)E. Trustee Travis: (continued)

3. Trustee Khan 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 received by November 29, 2021, and can be submitted to [www.mortongroveil.org/photocontest](http://www.mortongroveil.org/photocontest). Winners will be announced at the Village Board meeting on December 13, 2021.

F. Trustee Witko:

1. Trustee Witko presented **Resolution 21-71, Authorizing the Purchase of 3,000 Tons of Roadway Salt From Compass Minerals America, Inc.**
  - a. She explained that 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 has utilized the State bidding process in the past for the purchase of roadway salt. Compass Minerals America, Inc. was the vendor 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, 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.

Trustee Witko moved, seconded by Trustee Minx, to approve Resolution 21-71.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

2. Next, Trustee Witko presented **Resolution 21-72, Authorizing the Purchase of One New Freightliner Dump Truck With Spreader and Snowplow From Trans Chicago Truck Group of Elmhurst, Illinois.**
  - a. She explained that 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 Northwest Municipal Conference (NWMC) Equipment Auction after the new vehicle is received and operational during the third quarter of 2022.

XII. **TRUSTEES' REPORTS** (continued)F. **Trustee Witko:** (continued)

- b. Trustee Witko said 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. Trans Chicago Truck Group in Elmhurst was selected as the low bid vendor in the amount of \$215,160. Funding for this purchase is available in the 2022 General Fund in the amount of \$235,000. The purchase is being authorized at this time to avoid upcoming price increases and supply chain issues.

Trustee Witko moved, seconded by Trustee Minx, to approve Resolution 21-72.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

3. Trustee Witko then presented **Resolution 21-73, Authorizing the Execution of a Service Contract With Municipal GIS Partners, Inc. (MGP) For Geographic Information System Services.**
- a. She explained that 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 GISC began in 1999. This contract will be in effect from January 1, 2022 through December 31, 2022, and includes optional renewal terms of successive one-year periods. The amount of this contract is a not-to-exceed value of \$83,120.

Trustee Witko moved to approve Resolution 21-73, seconded by Trustee Minx.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

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

4. Lastly, Trustee Witko presented for a first reading **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.**
- a. She explained that the Morton Grove Historical Museum is owned by the Morton Grove Park District and is located at Harrer Park, 6250 Dempster Street. The Historical Museum, along with the Village-owned Historical Museum Annex and the American Legion Post #134 Memorial Civic Center receives water service from a single pipeline connected to the Village water main in Dempster Street.

XII. **TRUSTEES' REPORTS** (continued)F. **Trustee Witko:** (continued)

- b. Trustee Witko said the Village Engineer has recommended the Village install a new water main to connect to the water main in Dempster Street and the water main 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 water main. This Ordinance will approve the Easement Agreement and authorize the Agreement and Plat of Easement to be recorded with the Cook County Recorder's office. The fiscal impact of this ordinance is \$3,000 for document preparation (50% of which will be reimbursed to the Village by the Park District.)

Trustee Witko said, as this is the first reading of this Ordinance, no action will be taken tonight.

Trustee Thill commented that the Village does not own the Historical Museum; it owns the land on which the Museum is located.

XIII. **OTHER BUSINESS**

NONE

XIV. **WARRANTS**

Trustee Minx presented the Warrant Register for November 22, 2021 in the amount of \$2,319,433.90. She moved to approve this evening's Warrant Register as presented, seconded by Trustee Witko.

**Motion passed: 5 ayes, 0 nays, 1 absent.**

Tr. Grear      aye  
Tr. Thill      aye

Tr. Khan      aye  
Tr. Travis    absent

Tr. Minx      aye  
Tr. Witko     aye

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: 5 ayes, 0 nays, 1 absent.**

Tr. Grear      aye  
Tr. Thill      aye

Tr. Khan      aye  
Tr. Travis    absent

Tr. Minx      aye  
Tr. Witko     aye

The meeting adjourned at 7:57 p.m.

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  
Board of Trustees, Morton Grove, Illinois

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

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

Minutes by Teresa Cousar

## LEGAL NOTICE

**THE REGULAR MEETINGS OF THE BOARD OF TRUSTEES  
OF THE VILLAGE OF MORTON GROVE FOR 2022 WILL BE HELD  
ON THE SECOND AND FOURTH MONDAY OF THE MONTH  
AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER  
6101 CAPULINA AVENUE, MORTON GROVE, ILLINOIS**

All Village Board meetings begin at 6:00 pm with the first hour reserved for closed “Executive Sessions”, if needed. The remainder (public portion) of the meetings shall begin at 7:00 pm in the Council Chambers. The 2022 meeting schedule is as follows:

January 10 January 24	July 11 July 25
February 14 February 28	August 8 August 22
March 14 March 28	September 12 September 26
April 11 April 25	October 10 October 24
May 9 May 23	November 14 November 28
June 13 June 27	December 12 December 26 (Canceled)



**VILLAGE ADMINISTRATIVE APPOINTMENTS  
EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

Village Administrator  
Corporation Counsel  
Finance Director/Treasurer  
Fire Chief  
Chief of Police  
Director of Public Works

Ralph E. Czerwinski  
Teresa Hoffman Liston  
Hanna Sullivan  
Ralph Ensign  
Michael Simo  
Joseph J. Dahm

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Daniel P. DiMaria, Village President

**VILLAGE BOARDS AND COMMISSIONS  
CHAIRPERSON APPOINTMENTS  
EFFECTIVE JANUARY 1, 2022 THROUGH DECEMBER 31, 2022**

Advisory Commission on Aging	TBD - Chairperson
Appearance Commission	John Pietron - Chairperson
Cable and Telecommunications Commission	Ron Fine – Chairperson
Community Relations Commission	Arcelia Pimentel - Chairperson
Economic Development Commission	Wayne Youkhana - Chairperson
Environment & Natural Resources Commission	Georgianne Brunner - Chairperson
Finance Advisory Commission	William McFadden - Chairperson
Fire and Police Commission	Michael Simkins – Chairperson
Plan Commission/Zoning Board of Appeals	Steve Blonz – Chairperson
Special Events Commission	Paul Minx - Chairperson
Traffic Safety Commission	Keith White - Chairperson

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Daniel P. DiMaria, Village President

## 2022 VILLAGE BOARD AND COMMISSION MEETING SCHEDULE

The Regular Meetings of the Following Boards and Commissions of  
The Village of Morton Grove  
Will Be Held at the Following Times and Locations

	TIME	DATES	LOCATION	STAFF LIASON
<b>Advisory Commission on Aging</b>	1:00pm	2 <sup>nd</sup> Tuesday of the month	Civic Center	Tom Friel
<b>Appearance Review Commission</b>	7:00pm	1 <sup>st</sup> Monday of the month	Council Chambers	Zoe Heidorn
<b>Cable and Telecommunications Commission</b>		Meets on an “as needed” basis		Boyle Wong
<b>Community Relations Commission</b>	6:30pm	2 <sup>nd</sup> Tuesday of the month	Scanlon Conference Room	Terry Liston
<b>Economic Development Commission</b>		Meets on an “as needed” basis		Zoe Heidorn
<b>Environment &amp; Natural Resources Commission</b>	6:00pm	1 <sup>st</sup> Tuesday of the month	Scanlon Conference Room	Joe Dahm Terry Liston
<b>Finance Advisory Commission</b>		Meets on an “as needed” basis	Scanlon Conference Room	Hanna Sullivan
<b>Fire and Police Commission</b>	1:00pm	4 <sup>th</sup> Tuesday of the month	Fire Station #4	MaryJo LeBeau
<b>Fire Pension Board</b>		Quarterly- varies	Fire Station #4	Hanna Sullivan
<b>Plan Commission</b>	7:00pm	3 <sup>rd</sup> Monday of the month	Council Chambers	Zoe Heidorn
<b>Police Pension Board</b>		Quarterly- varies	Police Station	Hanna Sullivan
<b>Special Events Commission</b>	6:30pm	3 <sup>rd</sup> Tuesday on alternating months beginning February	Public Works, 7840 Nagle	Tom Friel
<b>Traffic Safety Commission</b>	7:00pm	1 <sup>st</sup> Thursday of the month	Council Chambers	Chris Tomich
<b>Zoning Board of Appeals</b>	7:00pm	3 <sup>rd</sup> Monday of the month	Council Chambers	Zoe Heidorn



## 2022 Village Board Liaison Assignments

### **President DiMaria**

Administration Department  
Council of Mayors  
NWMC  
Strategic Plan

### **Clerk Harford**

Advisory Commission on Aging  
Chamber of Commerce  
Condo Association

### **Trustee Grear** (*Trustee Witko*)

Finance Department  
Building Department  
Special Events Commission  
Police Facility Committee  
Sawmill Station TIF

### **Trustee Khan** (*Trustee Travis*)

Community & Economic Development Department  
Plan Commission/Zoning Board  
Capital Projects  
French Market  
Lehigh/Ferris TIF

### **Trustee Minx** (*Trustee Thill*)

Fire Department  
Fire Pension Board  
Fire & Police Commission  
Legal Department  
RED Center

### **Trustee Thill** (*Trustee Minx*)

Family & Senior Services Department  
Appearance Commission  
SWANCC  
Water Commission

### **Trustee Travis** (*Trustee Khan*)

Police Department  
Police Pension Board  
Community Relations Commission  
Traffic Safety Commission  
NIPSTA

### **Trustee Witko** (*Trustee Grear*)

Public Works Department  
Environment & Natural Resources Commission  
Information Technology Department  
Lincoln/Lehigh TIF

MEMORANDUM

TO: All Village Employees

FROM: Ralph E. Czerwinski, Village Administrator

CC: Village President and Board of Trustees

DATE: December 13, 2021

RE: 2022 Holiday Schedule

To simplify planning for the coming year, the following list of days Village Hall will be closed are as follows:

	<u>Official Holiday Date</u>	<u>Village Hall Closed</u>
New Year's Day	January 1	December 31, 2021
Memorial Day	May 30	May 30
Fourth of July	July 4	July 4
Labor Day	September 5	September 5
Thanksgiving Day	November 24	November 24
Friday after Thanksgiving	November 25	November 25
Christmas Day	December 25	December 26

If you have any questions or concerns relative to these dates, please do not hesitate to contact my office.

## Legislative Summary

### Ordinance 21-16

#### APPROVING A TEXT AMENDMENT TO MODIFY REGULATIONS RELATING TO ACCESSORY STRUCTURES

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To amend select sections of Title 12 (Unified Development Code) of the Morton Grove Municipal Code to modify regulations relating to accessory structures
<b>Background:</b>	<p>Village staff continuously reviews and updates the Unified Development Code as needed to keep regulations current and promote predictable and desirable development. As such, the Village submitted a Text Amendment Application to modify select regulations relating to accessory structures, including, but not limited to, driveways, mechanical equipment, open accessory parking spaces, and recreational courts to improve the Village's dimensional control over the bulk and siting of accessory structures, provide greater flexibility to property owners, and improve Code clarity for users and administrators.</p> <p>Specifically, the proposed Text Amendment allows for the replacement of certain non-conforming driveways, adds greater flexibility in the siting of mechanical equipment, adds flexibility in the required setback for open accessory parking spaces, clarifies that no open accessory parking space may be located within a front or street side yard, and requires an increased setback for recreational courts. The Amendment is intended to reduce the number of non-conformities created by Code and mitigate future Variation Applications.</p> <p>On November 15, 2021, the Village appeared before the Plan Commission to present the request for approval of the Text Amendment and take comments. Based on the revised application, supporting staff reports, and testimony presented at the public hearings, the Plan Commission voted unanimously (6-0; Stein absent) to recommend approval of the Text Amendment.</p>
<b>Programs, Departments or Groups Affected</b>	Department of Community and Economic Development
<b>Fiscal Impact:</b>	None at this time
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Community Development Administrator will take all steps necessary to implement this Ordinance as part of their normal workload.
<b>Administrator Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	Required January 10, 2022
<b>Special Considerations</b>	None

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Prepared by: Zoe Heidorn, Community Development Administrator

## **ORDINANCE 21-16**

### **APPROVING A TEXT AMENDMENT TO MODIFY REGULATIONS RELATING TO ACCESSORY STRUCTURES**

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 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 continuously reviews and, as it deems necessary, updates existing Municipal Codes to assure they are kept current and relevant; and

WHEREAS, the Village of Morton Grove submitted a complete Text Amendment Application to the Morton Grove Plan Commission under case PC 21-03 to consider and recommend adoption of Text Amendment to Sections 12-2-5, 12-2-6, 12-3-5, 12-9-3, and 12-17-1 of the Village of Morton Grove Unified Development Code (Ordinance 07-07) to modify standards relating to accessory structures; and

WHEREAS, the proposed Text Amendment includes modifications to selected regulations relating to accessory structures to improve the Village's dimensional control over the bulk and siting of accessory structures, better reflect modern development practices, provide greater flexibility to property owners, and improve Code clarity for users and administrators; and

WHEREAS, pursuant to the applicable provisions of the Municipal Code, notice of the first public hearing for case PC 21-03 on November 15, 2021, was duly published in the Pioneer Press, a newspaper of general circulation in the Village of Morton Grove, on October 28, 2021; and

WHEREAS, as required by ordinance, the Morton Grove Plan Commission held a public hearing relative to the above referenced case on November 15, 2021, and at said public hearing, all concerned parties were given the opportunity to be present and express their views for consideration by the Plan Commission; and

WHEREAS, as a result of said public hearing, the Plan Commission considered all the evidence and testimony presented to it, discussed the merits of the application and made certain recommendations through a report dated December 1, 2021, a copy of which is attached hereto and made a part hereof and marked as "Exhibit A"; and

WHEREAS, the Corporate Authorities have considered this matter at a Public Meeting and find the Text Amendment, when evaluated in the context of the whole Village, serves the public good.

**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 herein, thereby making the findings as hereinabove set forth.

SECTION 2: Title 12, Chapter 2, Section 5, Subsection B, entitled, "Accessory Structures," is hereby amended as follows:

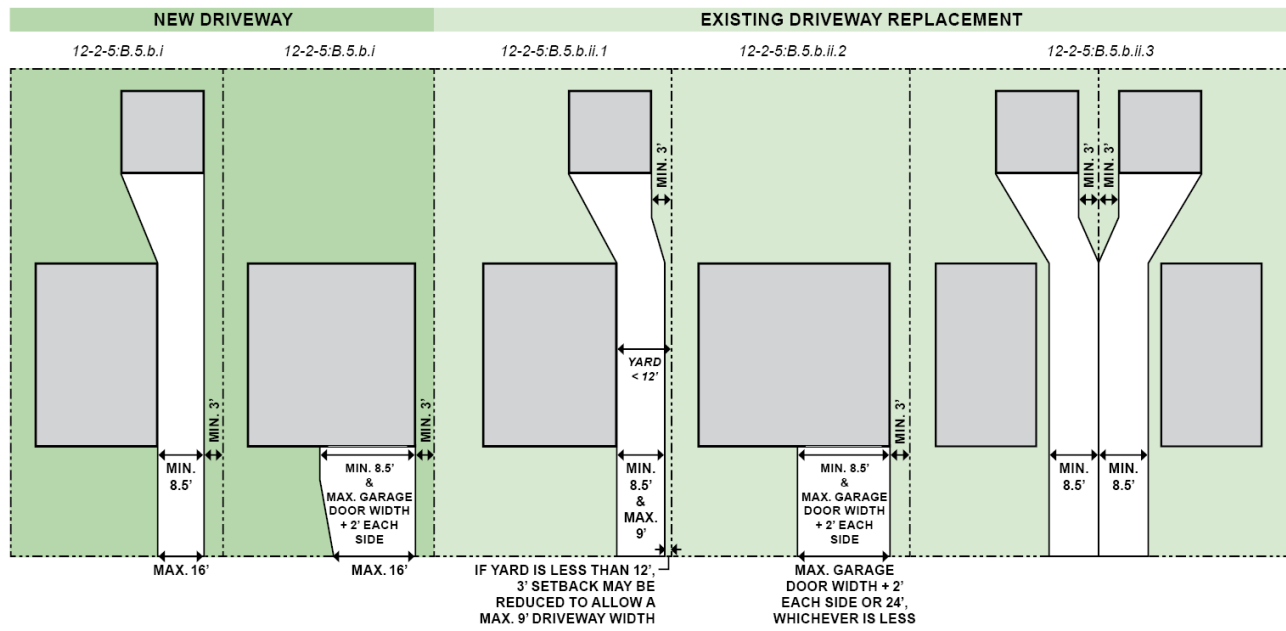
**12-2-5: ACCESSORY USES AND STRUCTURES:**

**B. Accessory Structures:**

1. In no event may an accessory structure become attached to a principal structure where such a combined structure would not comply with the applicable bulk regulations of the zoning district within which it is located.
2. Residential Districts: In residential districts, detached accessory buildings:
  - a. Shall not be located in the front yard or required side yards;
  - b. Shall not be located closer than three feet (3') to the rear or side lot line, or to another detached accessory building structure;
  - c. Shall not occupy more than thirty percent (30%) of the rear yard in building area;
  - d. Shall be at least ten feet (10') from the principal structure;
  - e. Shall not have more than one story nor exceed seventeen feet (17') in height, ~~unless otherwise permitted as accessory to business and manufacturing [TL1] uses.~~
3. Rear Yard Coverage: In no event may the total coverage of accessory structures and impermeable surfaces combined exceed fifty percent (50%) of a rear yard.
4. Temporary Accessory Structures: Temporary accessory structures must comply with the setback requirements of the district in which it is located, or as otherwise deemed appropriate by the Village Administrator, and with all applicable building and life safety code requirements. Any temporary accessory structure exceeding two-hundred (200) square feet in area or seventy-two (72) hours in duration in a calendar year shall be required to obtain a permit prior to installation of the structure, or as otherwise deemed appropriate by the Building Commissioner. Temporary trailers are subject to the provisions of Section 12-3-8. Temporary signs and displays are controlled by Section 10-10-8. (Ord. 07-07, 3-26-2007; Ord. 20-01, 1-27-20)
5. Driveways:
  - a. Driveways serving non-residential uses, attached dwellings, and multi-family dwellings:
    - i. All driveways shall conform to a minimum width of twenty-four feet (24'), consisting of two (2) twelve-foot (12') driving lanes, one lane in each direction. One-way driveways, a minimum of eighteen feet (18') wide may be allowed, provided all the requirements of subsection 12-9-1:B, "Lot Access", are met. Should alternate driveway configurations and dimensions be proposed, they will be subject to the review and approval of the Village Administrator or his/her designee.
    - ii. Shared driveways may be allowed, and in some cases encouraged, between adjacent property owners, provided that an easement document, meeting Village standards, which addresses access, maintenance, and liabilities of both parties is recorded with Cook County and is maintained on file with the Village.



- b. Driveways serving single-family detached dwellings and two-family dwellings:
- i. Driveways shall be a minimum width of eight and one-half feet (8.5'), shall be set back a minimum of three feet (3') from any non-driveway approach lot line, and shall be limited to a maximum width of sixteen feet (16') at any front or street side lot line. Maximum interior driveway width shall be determined by the exterior width of the garage, as measured from no more than two feet (2') outside the garage door edges, or alternative conforming parking area. Each lot line shall be limited to (1) driveway approach.
  - ii. Exceptions for replacement of existing nonconforming driveways:
    1. For a driveway within a yard less than twelve feet (12') in width, the minimum setback of three feet (3') from any non-driveway approach lot line may be reduced to allow a driveway width no greater than nine feet (9').
    2. For a driveway that leads to an attached garage and is greater than sixteen feet (16') in width at the front or street side lot line, the maximum driveway width at the front or street side lot line shall be determined by the exterior width of the garage, as measured from no more than two feet (2') outside the garage door edges, or twenty-four feet (24'), whichever is less.
    3. For a driveway that abuts an existing driveway on adjacent private property, no setback shall be required from the non-driveway approach lot line. However, the driveway width shall not be increased within the interior side yard.



SECTION 3: Title 12, Chapter 2, Section 6, Subsection G, entitled, “Permitted Obstructions,” is hereby amended as follows, with new permitted obstructions to be inserted in alphabetical order:

**12-2-6: YARDS:**

G. Permitted Obstructions: The following shall not be considered as obstructions when located in the yard indicated:

Permitted Obstruction * Y = Permitted // N = Prohibited				
Permitted Obstruction	Required Yard			
	Front	Street Side	Interior Side	Rear
<b>Driveway **</b> <u>Controlled by Section 12-2-5:B.5</u> <u>Min. 9' width; Min. 3' from all lot lines; For replacement of existing driveways, 3' setback may be reduced to allow a driveway width of 9' if yard is less than 12'; Max. 1 driveway within any yard; Max. width of 16' at front or street side lot lines</u>	Y	Y	Y	Y
<b><u>Mechanical Equipment, Aboveground Heating, Ventilation, and Air Conditioning (HVAC) Equipment</u></b> <u>Permitted within 10 feet of principal structure; Heating, ventilation, and air conditioning (HVAC) equipment subject to the provisions of Section 10-1-1:F.1; permitted within 10 feet of principal structure</u>	N	N	N	Y
<b><u>Mechanical Equipment, Belowground</u></b> <u>Min. 3' from all lot lines</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<b>Open Accessory Parking Spaces **</b> <u>Min. 3' from all lot lines; For replacement of existing parking spaces, 3' setback may be reduced to allow a parking space width of 9 feet if yard is less than 12'; No portion may project into a front or street side yard</u>	N	N	Y	Y
<b><u>Tennis, Volleyball, Basketball, Shuffleboard, and Other Recreational Courts</u></b> <u>Min. 10' from all lot lines</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>

\* In order to maintain visibility on corner lots, the height of a permitted obstruction located within twenty feet (20') of the lot corner formed by the intersection of any two (2) lot lines bounding a public street may not exceed twenty-four inches (24") above curb level.

\*\* Within five feet (5') of any lot line, height shall not exceed grade of nearest lot line, or as otherwise approved by the Building Commissioner.

**SECTION 4:** Title 12, Chapter 9, Section 3, Subsection D, entitled, "Driveways," is hereby amended as follows:

**12-9-3: ALLEYS, SIDEWALKS, PEDESTRIANWAYS AND DRIVEWAYS:**

D. Driveways: All driveways shall conform to the requirements of Section 12-2-5:B.5. All driveways shall be a minimum of twenty four feet (24') wide, consisting of two (2) 12 foot driving lanes, one lane in each direction, except for driveways for single family homes where the width of the driveway shall be based on the size of the garage. One way driveways, a minimum of eighteen feet (18') wide may be allowed, provided all the requirements of subsection 12-9-1B, "Lot Access", of this chapter, are met.

~~Shared driveways may be allowed, and in some cases encouraged, between adjacent property owners, provided that an easement document, meeting Village standards, which addresses access, maintenance, and liabilities of both parties is recorded with the Cook County recorder of deeds and on file with the Village. (Ord. 07-07, 3-26-2007)~~

SECTION 5: Title 12, Chapter 17, Section 1, entitled, "Terms Defined," is hereby amended as follows:

DAYCARE CENTERS: A building where care, protection, and supervision are provided on a regular schedule at least twice a week to at least eight (8) preschool or elementary school age children or both, including children of the adult provider, or persons with disabilities related to age who require supervision, for a period of care during part or all of a day between six o'clock (6:00) A.M. and nine o'clock (9:00) P.M.

This definition does not include "group care home", "foster family home", centers for individuals with developmental disabilities ~~"centers for the mentally retarded"~~, as defined and licensed by the state of Illinois, bona fide kindergartens or "day nursery schools", established in connection with grade schools supervised or operated by a private or public board of education or approved by the state department of public instruction.

SCHOOL: An institution which offers instruction in any of the branches of learning which is required to be accredited under the Illinois school code or approved by the department of mental health, including a school for individuals with developmental disabilities ~~mentally retarded~~, kindergarten, elementary schools, junior and senior high schools, colleges and universities, but excluding private nursery or prekindergarten, trade, business, or commercial schools.

SECTION 6: The terms and conditions of this ordinance shall be severable and if any section, term, provision, or condition is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining sections, terms, provisions, and conditions shall remain in full force and effect.

SECTION 7: Except as to code amendments set forth in this ordinance, all chapters and sections of the Morton Grove Village Code shall remain in full force and effect.

SECTION 8: This ordinance shall be effective from and after its adoption, approval, and publication as provided by law.

PASSED this 10<sup>th</sup> day of January 2022.

Trustee Gear \_\_\_\_\_

Trustee Khan \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Travis \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Witko \_\_\_\_\_

APPROVED by me this 10<sup>th</sup> day of January 2022.

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

APPROVED and FILED in my office this  
11<sup>th</sup> day of January 2022.

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

# **EXHIBIT A**

Plan Commission Report for PC 21-03

*Dated December 1, 2021*

**To:** Village President and Board of Trustees

**From:** Steven Blonz, Chairperson, Plan Commission  
Ralph Czerwinski, Village Administrator  
Teresa Hoffman Liston, Corporation Counsel  
Zoe Heidorn, Community Development Administrator

**Date:** December 1, 2021

**Re:** **Plan Commission Case PC 21-03 – Request for a Text Amendment to Sections 12-2-5, 12-2-6, and 12-9-3 of the Morton Grove Municipal Code, Title 12 (Unified Development Code), regarding the regulation of accessory structures, and to Section 12-3-5 regarding the regulation of fences (6101 Capulina Avenue, Morton Grove, Illinois)**

### **Executive Summary**

The Village of Morton Grove ("Applicant") filed an application for approval of a Text Amendment to Sections 12-2-5, 12-2-6, 12-9-3, and 12-17-1 of the Unified Development Code (Title 12, Morton Grove Municipal Code) relating to the regulation of accessory structures, including, but not limited to, driveways and fences.

The proposed Text Amendment was considered by the Plan Commission at a regularly scheduled meeting on November 15, 2021. For the reasons set forth in this report, on November 15, 2021, the Plan Commission unanimously recommended by a vote of 6-0 (Commissioner Stein absent) that the Village Board approve the Text Amendment with minor revisions.

### **Background**

The Department of Community and Economic Development continuously reviews and updates the Unified Development Code as needed to keep regulations current and promote predictable and desirable development. The Unified Development Code currently controls the bulk and siting of driveways through Sections 12-2-6 (Yards) and 12-9-3 (Alleys, Sidewalks, Pedestrianways and Driveways). Fencing is controlled by Section 12-3-5 (Fences). The Village is requesting a Text Amendment to these sections, and Sections 12-2-5 (Accessory Uses and Structures) and 12-17-1 (Terms Defined), to provide property owners with greater flexibility in installing and replacing driveways and fences.

Code sections relating to accessory structures were last updated in 2020 by Ordinance 20-01. The approved Text Amendment clarified rear yard impermeable coverage requirements, added an overall impermeable lot coverage restriction for the residential districts, added restrictions specific to temporary accessory structures, improved siting and dimensional control over accessory structures, including driveways and fences, converted the permitted obstructions list to a table format for improved readability, added common permitted obstructions not yet addressed in Title 12, added greater flexibility to existing street side yard fence regulations, added new illustrations to improve user-friendliness, and amended various definitions to support the regulatory changes. The Text Amendment proposed under PC 21-03 is intended to build on these improvements while addressing nuances in on-the-ground development patterns.

### **Application**

On October 11, 2021, the Applicant submitted a complete application to the Department of Community and Economic Development for approval of a Text Amendment to Title 12 of the Morton Grove Municipal Code, otherwise known as the Unified Development Code. The Plan Commission discussed the Text Amendment and heard comment offered by members of the public. Following their review, the Commissioners recommended the following minor revisions to the amendment presented by staff:

1. 12-2-6:G: Combine heating, ventilation, and air conditioning (HVAC) requirements with mechanical equipment requirements. Specify whether requirements apply to above-ground or below-ground equipment.
2. 12-2-6:G: Increase the minimum setback for recreational courts from 5 feet to 10 feet.
3. 12-3-5:C: Eliminate any amendment of the street side yard fencing regulations.

The above comments were incorporated into the final Text Amendment, which reads as follows and was recommended for approval by the Plan Commission:

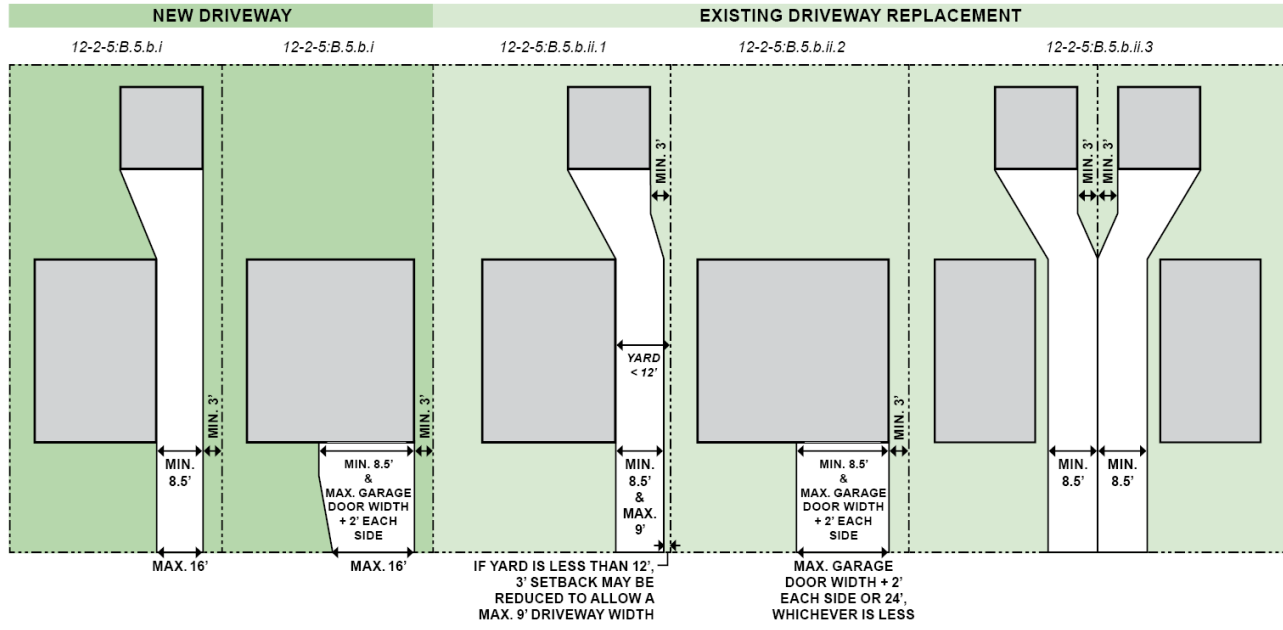
NOTE: Underlined text indicates text is proposed to be added. ~~Strike-out~~ text indicates text is proposed to be deleted.

## **12-2-5: ACCESSORY USES AND STRUCTURES:**

### **B. Accessory Structures:**

1. In no event may an accessory structure become attached to a principal structure where such a combined structure would not comply with the applicable bulk regulations of the zoning district within which it is located.
2. Residential Districts: In residential districts, detached accessory buildings:
  - a. Shall not be located in the front yard or required side yards;
  - b. Shall not be located closer than three feet (3') to the rear or side lot line, or to another detached accessory building structure;
  - c. Shall not occupy more than thirty percent (30%) of the rear yard in building area;
  - d. Shall be at least ten feet (10') from the principal structure;
  - e. Shall not have more than one story nor exceed seventeen feet (17') in height, unless otherwise permitted as accessory to business and manufacturing uses.
3. Rear Yard Coverage: In no event may the total coverage of accessory structures and impermeable surfaces combined exceed fifty percent (50%) of a rear yard.
4. Temporary Accessory Structures: Temporary accessory structures must comply with the setback requirements of the district in which it is located, or as otherwise deemed appropriate by the Village Administrator, and with all applicable building and life safety code requirements. Any temporary accessory structure exceeding two-hundred (200) square feet in area or seventy-two (72) hours in duration in a calendar year shall be required to obtain a permit prior to installation of the structure, or as otherwise deemed appropriate by the Building Commissioner. Temporary trailers are subject to the provisions of Section 12-3-8. Temporary signs and displays are controlled by Section 10-10-8. (Ord. 07-07, 3-26-2007; Ord. 20-01, 1-27-20)
5. Driveways:
  - a. Driveways serving non-residential uses, attached dwellings, and multi-family dwellings:
    - i. All driveways shall conform to a minimum width of twenty-four feet (24'), consisting of two (2) twelve-foot (12') driving lanes, one lane in each direction. One-way driveways, a minimum of eighteen feet (18') wide may be allowed, provided all the requirements of subsection 12-9-1:B, "Lot Access", are met. Should alternate driveway configurations and dimensions be proposed, they will be subject to the review and approval of the Village Administrator or his/her designee.
    - ii. Shared driveways may be allowed, and in some cases encouraged, between adjacent property owners, provided that an easement document, meeting Village standards, which addresses access, maintenance, and liabilities of both parties is recorded with Cook County and is maintained on file with the Village.
  - b. Driveways serving single-family detached dwellings and two-family dwellings:
    - i. Driveways shall be a minimum width of eight and one-half feet (8.5'), shall be set back a minimum of three feet (3') from any non-driveway approach lot line, and shall be limited to a maximum width of sixteen feet (16') at any front or street side lot line. Maximum interior driveway width shall be determined by the exterior width of the garage, as measured from no more than two feet (2') outside the garage door edges, or alternative conforming parking area. Each lot line shall be limited to (1) driveway approach.
    - ii. Exceptions for replacement of existing nonconforming driveways:
      1. For a driveway within a yard less than twelve feet (12') in width, the minimum setback of three feet (3') from any non-driveway approach lot line may be reduced to allow a driveway width no greater than nine feet (9').

2. For a driveway that leads to an attached garage and is greater than sixteen feet (16') in width at the front or street side lot line, the maximum driveway width at the front or street side lot line shall be determined by the exterior width of the garage, as measured from no more than two feet (2') outside the garage door edges, or twenty-four feet (24'), whichever is less.
3. For a driveway that abuts an existing driveway on adjacent private property, no setback shall be required from the non-driveway approach lot line. However, the driveway width shall not be increased within the interior side yard.



#### 12-2-6: YARDS:

- G. Permitted Obstructions: The following shall not be considered as obstructions when located in the yard indicated:

Permitted Obstruction *				
Y = Permitted // N = Prohibited				
Permitted Obstruction	Required Yard			
	Front	Street Side	Interior Side	Rear
<b>Driveway **</b> Controlled by Section 12-2-5:B.5 Min. 9' width; Min. 3' from all lot lines; For replacement of existing driveways, 3' setback may be reduced to allow a driveway width of 9' if yard is less than 12'; Max. 1 driveway within any yard; Max. width of 16' at front or street side lot lines	Y	Y	Y	Y
<b>Mechanical Equipment, Aboveground Heating, Ventilation, and Air Conditioning (HVAC) Equipment</b> Permitted within 10 feet of principal structure; Heating, ventilation, and air conditioning (HVAC)	N	N	N	Y



equipment subject to the provisions of Section 10-1-1:F.1; <del>permitted within 10 feet of principal structure</del>				
<b><u>Mechanical Equipment, Belowground</u></b> <b><u>Min. 3' from all lot lines</u></b>	<u>Y</u>	<u>Y</u>	<u>Y</u>	<u>Y</u>
<b><u>Open Accessory Parking Spaces **</u></b> Min. 3' from all lot lines; For replacement of existing parking spaces, 3' setback may be reduced to allow a parking space width of 9 feet if yard is less than 12'; No portion may project into a front or street side yard	N	N	Y	Y
<b><u>Tennis, Volleyball, Basketball, Shuffleboard, and Other Recreational Courts</u></b> <u>Min. 10' from all lot lines</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>

\* In order to maintain visibility on corner lots, the height of a permitted obstruction located within twenty feet (20') of the lot corner formed by the intersection by any two (2) lot lines bounding a public street may not exceed twenty-four inches (24") above curb level.

\*\* Within five feet (5') of any lot line, height shall not exceed grade of nearest lot line, or as otherwise approved by the Building Commissioner.

### 12-9-3: ALLEYS, SIDEWALKS, PEDESTRIANWAYS AND DRIVEWAYS:

D. Driveways: ~~All driveways shall conform to the requirements of Section 12-2-5:B.5. All driveways shall be a minimum of twenty four feet (24') wide, consisting of two (2) 12 foot driving lanes, one lane in each direction, except for driveways for single family homes where the width of the driveway shall be based on the size of the garage. One way driveways, a minimum of eighteen feet (18') wide may be allowed, provided all the requirements of subsection 12-9-1B, "Lot Access", of this chapter, are met.~~

~~Shared driveways may be allowed, and in some cases encouraged, between adjacent property owners, provided that an easement document, meeting Village standards, which addresses access, maintenance, and liabilities of both parties is recorded with the Cook County recorder of deeds and on file with the Village. (Ord. 07-07, 3-26-2007)~~

### **Public Hearings**

Plan Commission: The Village of Morton Grove provided public notice for the September 15, 2021, Plan Commission public hearing for PC 21-03 in accordance with the Unified Development Code. The Morton Grove Champion published a public notice on October 28, 2021. Because this request is for a Text Amendment to the Morton Grove Municipal Code, not a request for a specific site, no public notice signs or notification letters were required.

Plan Commission – November 15, 2021, Proceedings: Six members of the Plan Commission were in attendance at the public hearing for Case PC 21-03 held on November 15, 2021. Commissioner Stein was absent with notice.

Zoe Heidorn, Land Use Planner, provided a brief introduction to the application. The staff report, dated November 9, 2021, and attached hereto as "Attachment A," was entered into the public record.

Community Development Administrator Zoe Heidorn presented the case for the Village. Ms. Heidorn explained that under Case PC 21-03, the Village of Morton Grove is proposing a Text Amendment to modify regulations relating to accessory structures, including driveways, fences, recreational courts, and mechanical equipment.

Commissioner Gabriel asked why now the Village feels that a width should be set for driveways as this has not been regulated in the past.

Ms. Heidorn explained that driveway width regulation has less to do with the desire to control private development and more to do with the public right-of-way. Unrestricted driveway width results in lower rates of parkway permeability, which has a negative impact on stormwater management, fewer on-street parking spaces, and more vehicular-pedestrian conflict area.

Ms. Heidorn then reviewed the first amendment, stating all driveways shall conform to the requirements of Section 12-2-5:B.5. The added setback provision for open accessory parking spaces is in keeping with the current allowances for driveways and sidewalks, which allow a reduced setback within constrained yards. Often, open accessory parking spaces are located within an interior side yard. Staff also recommends adding that open accessory parking spaces must be fully located behind front and street side building lines. The current Code could be interpreted to allow an open accessory parking space within a front yard, but behind the required front setback line. The list of permitted obstructions applies to required yards, but open accessory spaces are not desirable in any part of the front or street side yards.

Ms. Heidorn added that staff recommends adding specific requirements for mechanical equipment and recreational courts, such as tennis, volleyball, basketball, and shuffleboard courts. Section 12-2-6:G addresses HVAC equipment specifically, but fails to address structures such as generators, solar equipment, and miscellaneous mechanical equipment. Staff recommends allowing mechanical equipment as a permitted obstruction and permitting placement within 10 feet of the principal structure. Recreational courts are typically treated as detached patios, which must be located only 3 feet from the interior side and rear lot lines. Due to complaints that have been received from abutting property owners, staff is recommending a 5-foot minimum setback due to noise generated on such courts.

Chairperson Blonz asked what power, if any, the Zoning Board of Appeals would have over cases requesting exceptions to these requirements.

Ms. Heidorn responded that the Zoning Board of Appeals would have complete authority to modify the dimensional requirements of Title 12.

Commissioner Dorgan asked if flood control equipment would be considered mechanical equipment.

Ms. Heidorn stated that was not the intent and mechanical equipment could be further defined as aboveground versus belowground.

Chairperson Blonz stated that mechanic equipment could also include HVAC equipment.

Commissioner Dorgan asked how this regulation would relate to ice skating rinks.

Building Department Director English stated that the Village has never seen an issue with an ice rink as these are very rare and there is a gradual melt with minimal run-off.

The commission reached a consensus to treat ice rinks as seasonal decorations.

Ms. Heidorn then explained that the word "structure" will be replaced with the word "building" in select areas to clarify the Code's intent. She explained that all driveway requirements are being moved to Section 12-2-5:B. The Village Administrator would be provided authority to modify select driveway requirements.

Chairperson Blonz asked why the Village Administrator is being allowed this authority, questioning if someone from the Plan Commission should also be consulted.

Ms. Heidorn responded that the Village Engineer and Administration were in agreement that the Village Administrator should be given authority on these types of decisions, but that the Administrator would base their

decision on the recommendations of planning and engineering staff. She added that including a broader group of reviewers adds to the time and complication of administrative approvals. Ms. Heidorn noted that in the case of new commercial, industrial, multi-family, and townhome developments, the Plan Commission usually reviews the site plans as part of procedural control.

Commissioner Gabriel stated there needs to be a very good reason for taking control away from homeowners and he appreciated the explanations that Ms. Heidorn provided and the simplicity of the diagrams.

Ms. Heidorn then reviewed the proposed requirements for fences, which were intended to provide greater flexibility in fence height and transparency for properties with street side yards. Ordinance 20-01 amended street side yard fencing requirements to increase the maximum height from 3.5 feet to 4 feet. However, Variation Applications continue to be submitted for waivers to street side yard fencing requirements and staff continues to receive complaints from community members. Residents are generally in favor of allowing less transparency and taller fence heights to provide greater privacy and keep pets and children safely enclosed. Ms. Heidorn explained that staff is proposing a maximum height of 4 feet and up to board-on-board opacity. However, the maximum height could be increased to 5 feet if a minimum of 50% transparency was provided.

Chairperson Blonz asked why the Village would not allow a 5-foot board-on-board fence to allow for additional privacy.

Ms. Heidorn responded that staff would be supportive an amendment to allow this type of fencing in street side yards.

Commissioner Dorgan stated he would like to see a small licensing fee for fence permits to allow for more regulation and ensure adherence to code, as well as fines involved for not pulling permits and meeting code.

Ms. Heidorn explained that there is a process in place to address this.

Mr. English stated that all of the fence companies are licensed with the Village and bonded. Issues mostly arise with fences that are installed by the owner. Every new fence is inspected with citations being issued for non-compliance.

The Commission reached a consensus to keep the current regulations as they stand at a maximum of 4 feet in height and a minimum transparency of 50%.

Chairperson Blonz then called for public comment.

Marta Robles of 9018 Meade stated concerns about how the new code would affect her home renovation project as she would need to apply for an exception for her driveway.

Ms. Heidorn explained that an in-kind replacement of her non-conforming driveway would be permitted under the proposed amendment. She would only need to provide a saw cut, control joint, or change in material to delineate between the sidewalk and driveway.

Ms. Robles responded that she has no interest in adding a line of delineation that that the Village should allow here to replace the driveway to match her neighbor's driveway exactly.

There were no further comments.

Commissioner Kintner then made a motion to recommend approval of Case PC 21-03, a request for a Text Amendment to Sections 12-2-6 and 12-9-3 of the Morton Grove Municipal Code, Title 12 (Unified Development Code), regarding the regulation of accessory structures, in accordance with the recommendations made within the Staff Report for PC 21-03 dated 11/9/2021, and as specifically modified by the Plan Commission at the public hearing for Case PC 21-03 on 11/15/2021.

Commissioner Gabriel seconded the motion.

Chairperson Blonz called for the vote.

The motion was unanimously approved (6-0).

**Attachments**

- **Attachment A** – Staff Report to the Plan Commission for PC 21-03, dated November 9, 2021

## **Attachment A**

Staff Report to the Plan Commission for PC 21-03

*Dated November 9, 2021*

# Village of Morton Grove

## Department of Community & Economic Development

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**To:** Chairperson Blonz and Members of the Plan Commission

**From:** Zoe Heidorn, Community Development Administrator; Anne Ryder Kirchner, Assistant Land Use Planner

**Date:** November 9, 2021

**Re:** **PC 21-03: Request for a Text Amendment to Sections 12-2-5, 12-2-6 and 12-9-3 of the Morton Grove Municipal Code, Title 12 (Unified Development Code), regarding the regulation of accessory structures, and to Section 12-3-5 regarding the regulation of fences**

## STAFF REPORT

### **Public Notice**

The Village of Morton Grove provided public notice for the September 15, 2021, Plan Commission public hearing for PC 21-03 in accordance with the Unified Development Code. The *Morton Grove Champion* published a public notice on October 28, 2021. Because this request is for a Text Amendment to the Morton Grove Municipal Code, not a request for a specific site, no public notice signs or notification letters were required.

### **Background**

The Department of Community and Economic Development continuously reviews and updates the Unified Development Code (Title 12, Morton Grove Municipal Code) as needed to keep regulations current and promote predictable and desirable development. The Unified Development Code currently controls the bulk and siting of driveways through Sections 12-2-6 (Yards) and 12-9-3 (Alleys, Sidewalks, Pedestrianways and Driveways). Fencing is controlled by Section 12-3-5 (Fences). The Village is requesting a Text Amendment to these sections, and Sections 12-2-5 (Accessory Uses and Structures) and 12-17-1 (Terms Defined), to provide property owners with greater flexibility in installing and replacing driveways and fences.

Code sections relating to accessory structures were last updated in 2020 by Ordinance 20-01. The approved Text Amendment clarified rear yard impermeable coverage requirements, added an overall impermeable lot coverage restriction for the residential districts, added restrictions specific to temporary accessory structures, improved siting and dimensional control over accessory structures, including driveways and fences, converted the permitted obstructions list to a table format for improved readability, added common permitted obstructions not yet addressed in Title 12, added greater flexibility to existing street side yard fence regulations, added new illustrations to improve user-friendliness, and amended various definitions to support the regulatory changes. The Text Amendment proposed under PC 21-03 is intended to build on these improvements while addressing nuances in on-the-ground development patterns.

### **Driveways**

Prior to Ordinance 20-01, the only limitation to driveway siting and size was provided in Section 12-9-3:D, which states that "the width of the driveway shall be based on the size of the garage." Ordinance 20-01 added to Section 12-2-6:G (Permitted Obstructions) a minimum driveway width of 9 feet, a maximum width of 16 feet at the front or street side lot line, and a minimum setback of 3 feet from any non-approach lot line, which could be reduced to 0 feet in constrained yards.

Since the adoption of Ordinance 20-01, staff has identified the need for greater flexibility and nuance in driveway regulations to allow for broader replacement of existing driveways. The following driveway variations have been reviewed and approved by the Zoning Board of Appeals since Ordinance 20-01:

- ZBA 20-07 (6627 Golf Road) – Authorized a horseshoe driveway with driveway widths of 16.5 feet at the front lot line
- ZBA 20-09 (5901 Keeney Road) – Authorized a driveway width of 17.5 feet at the street side lot line

- ZBA 20-10 (9232 Mango Avenue) – Authorized an interior driveway width of 7.92 feet
- ZBA 20-12 (7319 Church Street) – Authorized a driveway width of 33 feet at the front lot line
- ZBA 21-09 (8828 Birch Street) – Authorized a driveway width of 20 feet at the front lot line and a setback of 1 foot

Staff is seeking to centralize all driveway regulations in Section 12-2-5:B (Accessory Structures). The proposed Text Amendment removes all dimensional control from Section 12-9-3:D and relocates it in Section 12-2-5:B, which controls accessory structures. The length of the proposed driveway regulations is not conducive to placement in the permitted obstructions table found in Section 12-2-6:G.

Staff is also taking the opportunity to amend various sections of Code to clarify the Code's intent and provide more flexibility where appropriate. The proposed amendments to driveway and accessory structure regulations are as follows:

#### **Amendment 1 (12-9-3:D) - Moves All Driveway Control to Section 12-2-5:B.5**

~~12-9-3:D. Driveways: All driveways shall conform to the requirements of Section 12-2-5:B.5. All driveways shall be a minimum of twenty four feet (24') wide, consisting of two (2) 12 foot driving lanes, one lane in each direction, except for driveways for single family homes where the width of the driveway shall be based on the size of the garage. One-way driveways, a minimum of eighteen feet (18') wide may be allowed, provided all the requirements of subsection 12-9-1B, "Lot Access", of this chapter, are met.~~

~~Shared driveways may be allowed, and in some cases encouraged, between adjacent property owners, provided that an easement document, meeting Village standards, which addresses access, maintenance, and liabilities of both parties is recorded with the Cook County recorder of deeds and on file with the Village. (Ord. 07-07, 3-26-2007)~~

#### **Amendment 2 (12-2-6:G) – Clarifies and Improves Existing Regulations and Moves All Driveway Controls to Section 12-2-5:B.5**

Permitted Obstruction *				
Y = Permitted // N = Prohibited				
Permitted Obstruction	Required Yard			
	Front	Street Side	Interior Side	Rear
<b>Driveway **</b> <u>Controlled by Section 12-2-5:B.5</u> <u>Min. 9' width; Min. 3' from all lot lines; For replacement of existing driveways, 3' setback may be reduced to allow a driveway width of 9' if yard is less than 12'; Max. 1 driveway within any yard; Max. width of 16' at front or street side lot lines</u>	Y	Y	Y	Y
<b>Open Accessory Parking Spaces **</b> <u>Min. 3' from all lot lines; For replacement of existing parking spaces, 3' setback may be reduced to allow a parking space width of 9 feet if yard is less than 12'; No portion may project into a front or street side yard</u>	N	N	Y	Y
<b>Mechanical Equipment</b> <u>Permitted within 10' from principal structure</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>
<b>Tennis, Volleyball, Basketball, Shuffleboard, and Other Recreational Courts</b> <u>Min. 5' from all lot lines</u>	<u>N</u>	<u>N</u>	<u>N</u>	<u>Y</u>

\* In order to maintain visibility on corner lots, the height of a permitted obstruction located within twenty feet (20') of the lot corner formed by the intersection by any two (2) lot lines bounding a public street may not exceed twenty-four inches (24") above curb level.

\*\* Within five feet (5') of any lot line, height shall not exceed grade of nearest lot line, or as otherwise approved by the Building Commissioner.

The added setback provision for open accessory parking spaces is in keeping with the current allowances for driveways and sidewalks, which allow a reduced setback within constrained yards. Often, open accessory parking spaces are located within an interior side yard. Staff also recommends adding that open accessory parking spaces must be fully located behind front and street side building lines. The list of permitted obstructions applies to the required yards, but open accessory spaces are not desirable in any part of the front yard.

Staff recommends adding specific requirements for mechanical equipment and recreational courts, such as tennis, volleyball, basketball, and shuffleboard courts. Section 12-2-6:G addresses HVAC equipment specifically, but fails to address structures such as generators, solar equipment, and miscellaneous mechanical equipment. Staff recommends allowing mechanical equipment as a permitted obstruction and permitting placement within 10 feet of the principal structure. Recreational courts are typically treated as detached patios, which must be located only 3 feet from the interior side and rear lot lines. Due to complaints that have been received from abutting property owners, staff is recommending a 5-foot minimum setback due to noise generated on such courts.

### **Amendment 3 (12-2-5:B) – Clarifies and Improves Existing Regulations and Establishes Modified Driveway Regulations in Section 12-2-5:B.5**

#### 12-2-5.B: Accessory Structures:

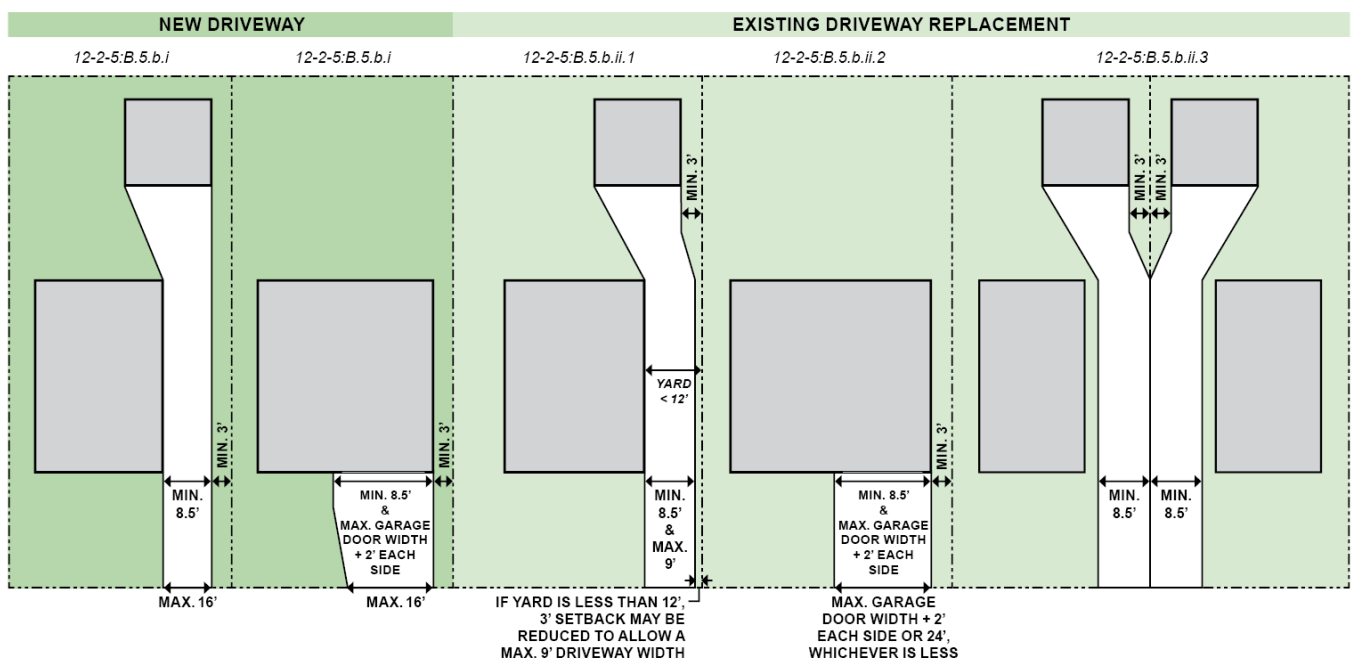
1. In no event may an accessory structure become attached to a principal structure where such a combined structure would not comply with the applicable bulk regulations of the zoning district within which it is located.
2. Residential Districts: In residential districts, detached accessory buildings:
  - a. Shall not be located in the front yard or required side yards;
  - b. Shall not be located closer than three feet (3') to the rear or side lot line, or to another detached accessory building structure;
  - c. Shall not occupy more than thirty percent (30%) of the rear yard in building area;
  - d. Shall be at least ten feet (10') from the principal structure;
  - e. Shall not have more than one story nor exceed seventeen feet (17') in height, unless otherwise permitted as accessory to business and manufacturing uses.
3. Rear Yard Coverage: In no event may the total coverage of accessory structures and impermeable surfaces combined exceed fifty percent (50%) of a rear yard.
4. Temporary Accessory Structures: Temporary accessory structures must comply with the setback requirements of the district in which it is located, or as otherwise deemed appropriate by the Village Administrator, and with all applicable building and life safety code requirements. Any temporary accessory structure exceeding two-hundred (200) square feet in area or seventy-two (72) hours in duration in a calendar year shall be required to obtain a permit prior to installation of the structure, or as otherwise deemed appropriate by the Building Commissioner. Temporary trailers are subject to the provisions of Section 12-3-8. Temporary signs and displays are controlled by Section 10-10-8. (Ord. 07-07, 3-26-2007; Ord. 20-01, 1-27-20)
5. Driveways:
  - a. Driveways serving non-residential uses, attached dwellings, and multi-family dwellings:
    - i. All driveways shall conform to a minimum width of twenty-four feet (24'), consisting of two (2) twelve-foot (12') driving lanes, one lane in each direction. One-way driveways, a minimum of eighteen feet (18') wide may be allowed, provided all the requirements of subsection 12-9-1:B, "Lot Access", are met. Should alternate driveway configurations and dimensions be proposed, they will be subject to the review and approval of the Village Administrator or his/her designee.
    - ii. Shared driveways may be allowed, and in some cases encouraged, between adjacent property owners, provided that an easement document, meeting Village standards, which addresses access, maintenance, and liabilities of both parties is recorded with Cook County and is maintained on file with the Village.
  - b. Driveways serving single-family detached dwellings and two-family dwellings:
    - i. Driveways shall be a minimum width of eight and one-half feet (8.5'), shall be set back a minimum of three feet (3') from any non-driveway approach lot line, and shall be limited to a maximum width



of sixteen feet (16') at any front or street side lot line. Maximum interior driveway width shall be determined by the exterior width of the garage, as measured from no more than two feet (2') outside the garage door edges, or alternative conforming parking area. Each lot line shall be limited to (1) driveway approach.

ii. Exceptions for replacement of existing nonconforming driveways:

1. For a driveway within a yard less than twelve feet (12') in width, the minimum setback of three feet (3') from any non-driveway approach lot line may be reduced to allow a driveway width no greater than nine feet (9').
2. For a driveway that leads to an attached garage and is greater than sixteen feet (16') in width at the front or street side lot line, the maximum driveway width at the front or street side lot line shall be determined by the exterior width of the garage, as measured from no more than two feet (2') outside the garage door edges, or twenty-four feet (24'), whichever is less.
3. For a driveway that abuts an existing driveway on adjacent private property, no setback shall be required from the non-driveway approach lot line. However, the driveway width shall not be increased within the interior side yard.



The proposed amendment to Section 12-2-5:B (Accessory Structures) includes the following changes:

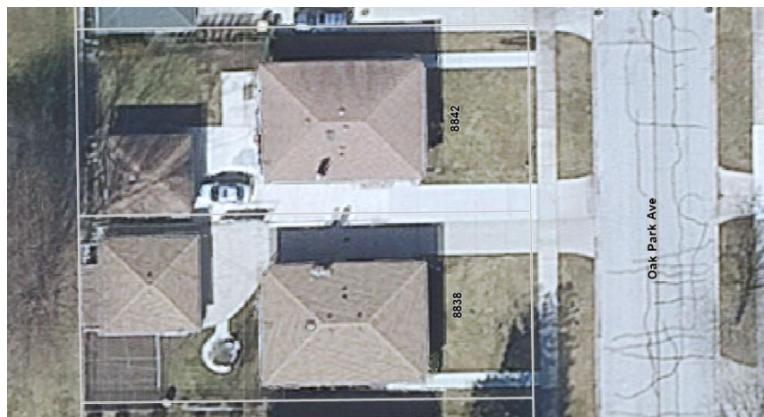
- **12-2-5:B.2** – The addition of "In residential districts, detached accessory buildings:" clarifies that the list of requirements that follows is intended to apply to detached accessory buildings, and not all structures, such as driveways and patios. A structure is any above-grade, at-grade, or below-grade improvement, whereas a building is typically an above-grade shelter or enclosure. "Structure" and "building" are defined by Sections 12-14-3 and 12-17-1, respectively:

*STRUCTURE: The results of a manmade change to the land constructed on or below the ground, including the construction, reconstruction, or placement of a building or any addition to a building; anything constructed or erected, the use of which requires permanent or temporary location on or in the ground; installing a manufactured home on a site; preparing a site for a manufactured home or installing a travel trailer on a site for more than one hundred eighty (180) days.*

*BUILDING: Any structure designed or intended for shelter or enclosure of persons, animals, chattels, or movable property of any kind and which is permanently affixed to the land.*

- **12-2-5:B.2.c** – The addition of "in building area" clarifies that the 30% coverage restriction applies to building area, as opposed to the 50% maximum coverage requirement for impermeable surfaces established in Section 12-2-5:B.3.

- **12-2-5:B.5.a** – Regulations for driveways serving non-residential uses, attached dwellings, and multi-family dwellings were relocated from Section 12-9-3:D. Due to the variety of use considerations and site conditions that might be present in the design of driveways serving industrial, commercial, multi-family, and townhome developments, authority to modify the dimensional requirements is granted to the Village Administrator, who would seek recommendations from the Village Engineer.
- **12-2-5:B.5.b** – Regulations for driveways serving single-family detached dwellings and two-family dwellings, which tend to be similar in site design to single-family dwellings, include existing provisions from Section 12-2-6:G (Permitted Obstructions), with the following modifications:
  - The minimum driveway width was reduced to 8.5 feet, which is consistent with the minimum parking stall width of 8.5 feet established in Section 12-7-3:J. Many existing driveways are within side yards that are less than 9 feet. A reduced minimum will reduce the number of nonconforming driveways Village-wide and the need for future variations. The Village Engineer indicated support of even further reduction to the minimum.
  - The maximum driveway width within a zoning lot's interior is currently "based on the size of the garage," per Section 12-9-3:D. Due to the Code's ambiguity, the maximum width has been interpreted to mean both the width of the garage door and the width of the garage as measured from exterior wall to exterior wall. Often, an attached garage's exterior wall edge is flush with the rest of the building or the garage is much wider than the garage door. Allowing a driveway width up to 2 feet wider than the garage door will provide more consistency in interior driveway width across properties. If the parking area is a carport or open parking pad, the maximum driveway width will be equal to the width of those conforming parking areas.
  - For existing driveways leading to an attached garage, the maximum width at the front or street side lot line may be based on the width of the garage or 24 feet, whichever is less. This is a significant increase above the 16-foot maximum width for new driveways but will allow a significant number of existing driveways to be replaced in-kind. The 24-foot maximum provides some control of driveways leading to very wide garages.
  - Back-to-back driveways will be permitted to be replaced by-right. However, the width of the driveway will not be permitted to increase. An example at 8838-42 Oak Park Avenue is provided below.



**8838-8842 Oak Park Avenue**

### **Fences**

Proposed amendments to Section 12-3-5 (Fences) are intended to provide greater flexibility in fence height and transparency for properties with street side yards. Ordinance 20-01 amended street side yard fencing requirements to increase the maximum height from 3.5 feet to 4 feet. However, Variation Applications continue to be submitted for waivers to street side yard fencing requirements and staff continues to receive complaints from community members. Residents are generally in favor of allowing less transparency and taller fence heights to provide greater privacy and keep pets and children safely enclosed.

Staff conducted a survey of street side yard fence regulations across neighboring communities. Generally, Morton Grove's regulations for street side yard fences were found to be the same or more stringent than in other communities, with the exception of Skokie and Schaumburg. The survey results are provided in the table below.

Green indicates a less stringent requirement, red indicates a more stringent requirement, and gray indicates the requirement is the same as Morton Grove's.

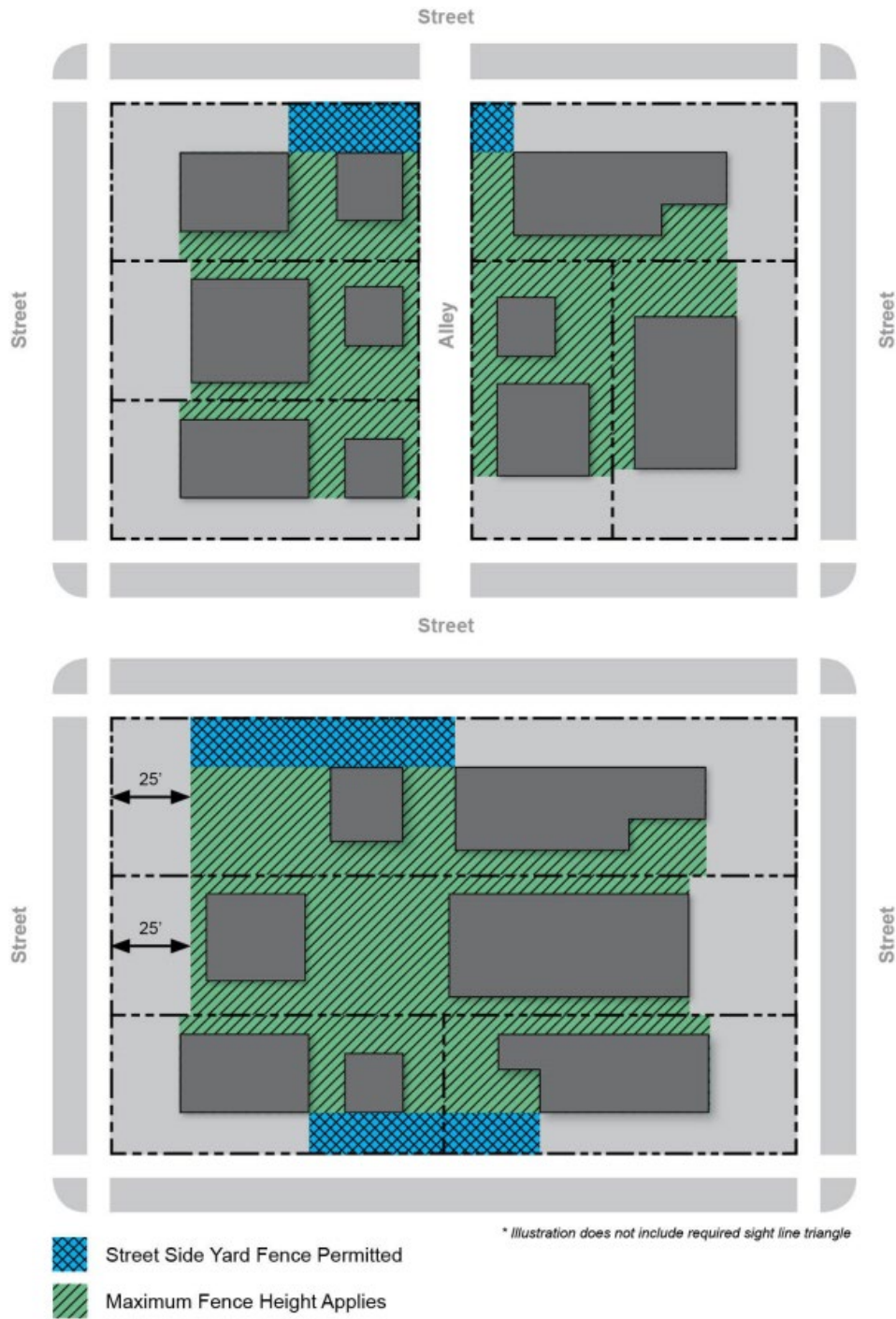
Street Side Yard Fence Regulations Survey			
Community	Height Requirements	Transparency Requirements	Other Requirements
<b>Morton Grove</b>	<b>Max. 4 ft.</b>	<b>Min. 50% transparency</b>	
<b>Des Plaines</b>	Max. 4 ft.	None	
<b>Evanston</b>	Max. 4 ft. for first 3 ft. of fencing behind front building line, then max. 6 ft.	None	Min. 2' landscaped setback from side lot line
<b>Glenview</b>	Max. 4 ft.	Min. 50% transparency	
<b>Lincolnwood</b>	Max. 4 ft.	Min. 50% transparency	
<b>Mount Prospect</b>	Max. 6 ft.	None	Min. 1 ft. setback from street side lot line; Min 1 ft. setback for open fence, min 10 ft. setback for privacy fence from abutting front yards
<b>Niles</b>	Max. 4 ft.	Min. 50% transparency	
<b>Northfield</b>	Max. 5 ft. if ≥20% transparency, otherwise max 4 ft.	None	
<b>Palatine</b>	6 ft.	None	Min. 5 ft. setback
<b>Park Ridge</b>	Max. 5 ft.-2 in.	None	
<b>Schaumburg</b>	Fencing not permitted	Fencing not permitted	
<b>Skokie</b>	Fencing not permitted	Fencing not permitted	
<b>Wilmette</b>	Max. 4 ft.	Min. 50% transparency	
<b>Winnetka</b>	6 ft.	None	Min. 18 in. from sidewalk

Staff is recommending the following amendments to Section 12-3-5:

12-3-5.C. Fences shall be permitted within portions of the street side yard of corner lots, which is defined as the yard abutting a street that does not meet the definition of "Lot Frontage" and "Lot Line, Rear," in accordance with Section 12-17-1 of the Unified Development Code, with the following requirements:

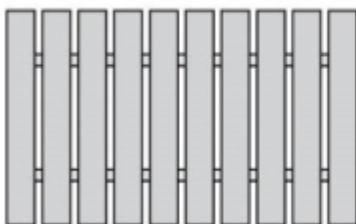
1. The street side yard of a subject property which is part of a block where the entire block face, between two public streets, includes only street side yards, but not on lots where the block face, between two public streets, includes one or more front yard, or on lots with street frontage on three (3) sides where the street side yard is within the required front yard setbacks, or on through lots.
2. The fence shall only be permitted to enclose that portion of the street side yard that is in line with and behind the rear portion of the principal structure closest to the street side yard property line;
3. The fence shall provide transparency equal to or greater than that of a board-on-board fence, as defined in Section 12-17-1;
4. The fence height shall not be greater than 48 inches (4 ft.). However, the maximum fence height shall be 60 inches (5 ft.) if the fence transparency is equal to or greater than 50%; and
- ~~3. The fence shall not be higher than 48 inches (4 ft.);~~
- ~~4. The fence shall have a minimum transparency of 50%; and~~
5. The fence shall not be made of chain-link material.

## STREET SIDE YARD FENCES

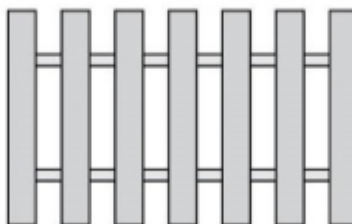


## FENCE TRANSPARENCY

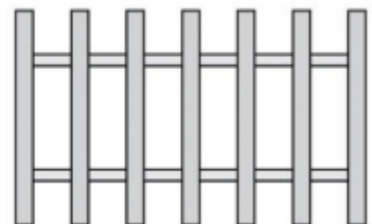
Less than 50% transparency



50% transparency



More than 50% transparency

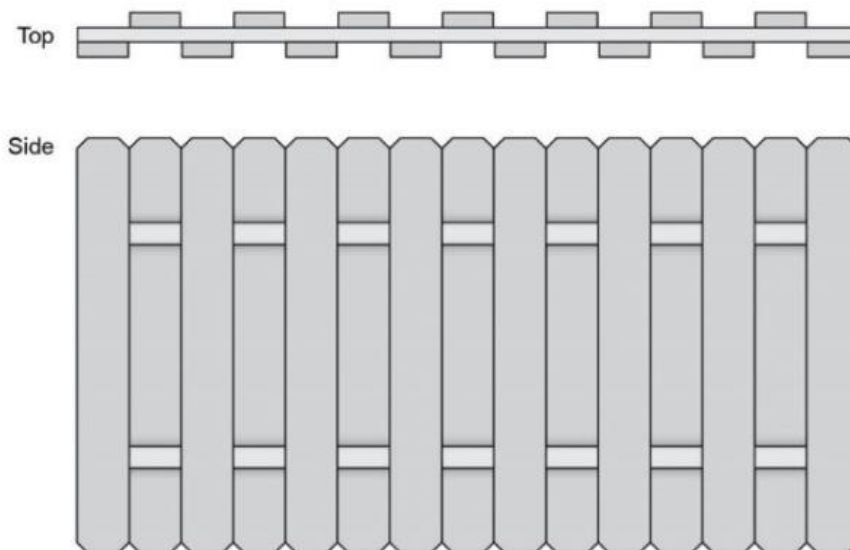




12-17-1: Terms Defined:

**BOARD-ON-BOARD FENCE:** A fence with boards installed on alternating sides of horizontal members so that when viewed perpendicular there is a one-quarter inch or greater separation between the alternating vertical boards.

**BOARD-ON-BOARD FENCE**



The proposed amendment to Section 12-3-5 (Fences) includes the following changes:

- **12-3-5:C.3 & 12-3-5:C.4** – The Village maintains an ideal of open yards along the streetscape, which must be balanced with property owners’ desire for privacy and security. Currently, the maximum height for street side yard fences is 4 feet and the minimum transparency is 50%. Staff is recommending allowing reduced transparency, to as little as provided by a board-on-board fence, for fences 4 feet in height and shorter. This will provide property owners with the option for greater privacy if desired but maintain visibility over the fence. The average adult eye level is 5 feet. For property owners who are concerned with pets jumping over a 4-foot fence, staff recommends allowing a maximum height of 5 feet if the fence is at least 50% transparent. The flexibility in height and transparency will allow residents to modify their fence design to achieve greater privacy or greater height than currently permitted, but not both. The flexibility maintains open yards along the streetscape, but addresses resident concerns with privacy and security. The following fences would both be allowed in qualifying streets side yards under the proposed Text Amendment:



***4-Foot Board-on-Board Fence***



***5-Foot Fence, Transparency ≥ 50%***

## **Recommendation**

If the Plan Commission seeks to forward a recommendation of approval of this Text Amendment to the Village Board of Trustees, staff suggests the following motion:

*Motion to recommend approval of Case PC 21-03, a request for a Text Amendment to Sections 12-2-6 and 12-9-3 of the Morton Grove Municipal Code, Title 12 (Unified Development Code), regarding the regulation of accessory structures, and to Section 12-3-5 regarding the regulation of fences, in accordance with the recommendations made within the Staff Report for PC 21-03 dated 11/9/2021, and as specifically modified by the Plan Commission at the public hearing for Case PC 21-03 on 11/15/2021.*

## Legislative Summary

### Resolution 21-81

#### **AUTHORIZING A CONTRACTUAL AGREEMENT WITH DELL, INC TO PROVIDE FOR THE RENEWAL OF A MICROSOFT ENTERPRISE AGREEMENT FOR MICROSOFT SOFTWARE LICENSING FOR OPERATING AND PRODUCTIVITY SOFTWARE FOR ALL VILLAGE DESKTOP COMPUTERS**

<b>Introduction:</b>	December 13, 2021
<b>Purpose:</b>	To authorize an enterprise-wide software agreement with Microsoft Corporation through Dell, Inc, the current State of Illinois contract reseller for operating and productivity software. The Microsoft Enterprise Agreement will allow the Village to maintain licensing compliance as well as maintain software updates, upgrades, and technical support.
<b>Background:</b>	The Village of Morton Grove is required to maintain licensing for the software it uses in daily operations. The operating system, individual applications, and connectivity to servers all maintain their own licensing scheme. The pricing and licensing structured was competitively reviewed to ensure the financial responsibility of this agreement. The Enterprise Agreement renewal includes an annual maintenance support cost for updates and upgrades (Microsoft Software Assurance), as well as the license costs. The licenses and software maintenance structure was originally established in 2008. The Enterprise Agreement has advantages over individual purchases including lower platform costs, distributed payments, anniversary period renewals, and software upgrade assurances. The license pricing is held stable for 3 annual renewal periods if there are no adjustments to license quantity. The 2022 renewal is the second renewal period of the 3 stable pricing periods due to the State of Illinois contract. This payment covers the license and maintenance period of January 1, 2022, through December 31, 2022 and the resolution is prepared in advanced of the expiration date for business continuity.
<b>Programs, Departments or Groups Affected</b>	All Departments.
<b>Fiscal Impact:</b>	The 2022 licensing and software maintenance expense is \$48,455.17.
<b>Source of Funds:</b>	Funds from the Information Technology division fiscal year 2022 is allocated for this Agreement.
<b>Workload Impact:</b>	The Information Technology division as part of their normal work activities will oversee and coordinate the management of this contract.
<b>Administrator Recommendation:</b>	Approval as presented
<b>First Reading:</b>	None required.
<b>Special Considerations or Requirements:</b>	None.

Submitted by: Ralph E. Czerwinski, Village Administrator  
Reviewed by: Teresa Hoffman Liston, Corporation Counsel  
Prepared by: Boyle Wong, Information Systems Manager

## **RESOLUTION 21-81**

### **AUTHORIZING A CONTRACTUAL AGREEMENT WITH DELL, INC TO PROVIDE FOR THE RENEWAL OF A MICROSOFT ENTERPRISE AGREEMENT FOR MICROSOFT SOFTWARE LICENSING FOR OPERATING AND PRODUCTIVITY SOFTWARE FOR ALL VILLAGE DESKTOP COMPUTERS**

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 government affairs, including but not limited to the power to tax and incur debt; and

WHEREAS, the Village of Morton Grove utilizes and relies on Microsoft Corporation software to operate Village business; and

WHEREAS, the Village's use of Microsoft Corporation software is based on its compliance with the software's terms and conditions; and

WHEREAS, the Village is required to maintain a valid license for all software in use; and

WHEREAS, the Information Technology Division determined the Village needs to maintain and update its Microsoft operating and productivity software; and

WHEREAS, the Village established an Enterprise Agreement licensing structure with Microsoft in 2008 through Resolution 08-62 in order to comply with the Village's use of Microsoft Corporation software and maintain and expand the existing Enterprise Agreement for the period January 1, 2022 through December 31, 2022; and

WHEREAS, Dell, Inc of Round Rock, Texas, a large account reseller of Microsoft Software products, maintains the current pre-negotiated State of Illinois reseller contract # CMS6945110 for Microsoft Enterprise Agreement licensing; and

WHEREAS, the Information Technology Division continues to explore competitive bids outside of pre-negotiated contract pricing; and

WHEREAS, the Information Technology Division recommend renewing the Microsoft Enterprise Agreement through Dell, Inc of Round Rock, Texas in order to maintain sufficient Microsoft Corporation software licenses through Dell, Inc to support the Village's business.

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 of Morton Grove or his designee is hereby authorized to execute, and the Village Clerk to attest, a contract with Dell, Inc, One Dell Way, Round Rock Texas, for the amount of \$48,455.17 based upon operating and productivity software for one hundred twenty (120) Village desktop computers and two hundred (220) cloud services licenses per attached quote document.

SECTION 3: The Village Administrator and/or his designees are authorized to take all steps necessary to finalize negotiations for said contract and implement its terms and conditions.

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

PASSED this 13th day of December 2021

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

APPROVED by me this 13th day of December 2021

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

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

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

## Legislative Summary

### **Ordinance 21-17**

#### **AMENDING TITLE 1 CHAPTER 11 TO UPDATE THE VILLAGE FEE SCHEDULE**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To approve a Text Amendment to Title 1 Chapter 11 of the Morton Grove Municipal Code to update the fee schedule for various licenses, permits and services authorized by the Code.
<b>Background:</b>	<p>On June 22, 2020 pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees”. The intent of Ordinance 20-12 was to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code so that it could be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process. At the direction of the Village President and Village Board of Trustees, the Village staff has reviewed Title 1 Chapter 11 of the Village Code in order to ensure such fees are consistent, with fees assessed by State statutes and other municipalities for similar services and reflect the costs for the Village to administer services related to said fees. In order to keep the Municipal Code current and in order to protect and preserve the health, safety, and welfare of persons within the Village of Morton Grove, it is reasonable, appropriate, and necessary to update Title 1 Chapter 4 Section 2 Entitled “MONETARY PENALTIES AND FINES FOR SPECIFIC VIOLATIONS AND OFFENSES” and Title 1 Chapter 11 Section 4 Entitled “FEES AND FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” of the Municipal Code. This Ordinance corrects a vehicle immobilization, towing and impoundment fee in the Title 1 Chapter 4 Section 2 Fee Schedule and adds third party engineering review and inspection fees to the Title 1 Chapter 4 Section 4 Fee Schedule.</p>
<b>Programs, Departments or Groups Affected</b>	Village Departments impacted - Administration, Building, Finance and Police
<b>Fiscal Impact:</b>	N/A
<b>Source of Funds:</b>	N/A
<b>Workload Impact:</b>	The Text Amendment will be implemented by staff in the normal course of business.
<b>Administrator Recommendation:</b>	Approval as presented
<b>Second Reading:</b>	Required January 10, 2022
<b>Special Considerations:</b>	None

## **ORDINANCE 21-17**

### **AMENDING TITLE 1 CHAPTER 11 TO UPDATE THE VILLAGE FEE SCHEDULE**

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 Constitution of the State of Illinois, and 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 June 22, 2020 pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees”.

WHEREAS, the intent of Ordinance 20-12 was to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code so that it could be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process; and

WHEREAS, at the direction of the Village President and Village Board of Trustees, the Village staff has reviewed Title 1 Chapter 11 of the Village Code in order to ensure such fees are consistent, with fees assessed by State statutes and other municipalities for similar services and reflect the costs for the Village to administer services related to said fees; and

WHEREAS, in order to keep the Municipal Code current and in order to protect and preserve the health, safety, and welfare of persons within the Village of Morton Grove, it is reasonable, appropriate, and necessary to update the Municipal Code.

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 herein thereby making the findings as hereinabove set forth.

SECTION 2: Title 1 Chapter 4 Section 2 Entitled “MONETARY PENALTIES AND FINES FOR SPECIFIC VIOLATIONS AND OFFENSES” of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

A. The row in this section setting forth the motor vehicle immobilization, towing and impoundment fee is hereby amended to the cost from the towing company paid to the towing company and shall read as follows:

5-1-3D	Motor vehicle immobilization, towing and impoundment fees	Cost assessed by the towing company paid directly to the towing company
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SECTION 2: Title 1 Chapter 11 Section 4 Entitled “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

A. The following rows will be added to this section:

10-1A-1	Fees for consulting engineering services and third-party plan reviews	Village 3 <sup>rd</sup> party costs plus the greater of \$100 per review or 10% Administrative costs
10-1A-1	Fees for consulting engineering inspections and other third-party inspection services	Village 3 <sup>rd</sup> party costs plus the greater of \$100 per inspection or 10% Administrative costs

SECTION 3: The terms and conditions of this ordinance shall be severable and if any section, term, provision, or condition is found to be invalid or unenforceable for any reason by a court of competent jurisdiction, the remaining sections, terms, provisions, and conditions, shall remain in full force and effect.

SECTION 4: In the event this ordinance or any Code amendment herein is in conflict with any statute, ordinance, or resolution or part thereof, the amendments in this ordinance shall be controlling and shall supersede all other statutes, ordinances, or resolutions but only to the extent of such conflict. Except as amended in this ordinance, all chapters and sections of the Village of Morton Grove Village Code are hereby restated, readopted and shall remain in full force and effect.

SECTION 5: 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 10<sup>th</sup> day of January 2022.

Trustee Gear \_\_\_\_\_

Trustee Kahn \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Travis \_\_\_\_\_

Trustee Witko \_\_\_\_\_

APPROVED BY ME THIS 10<sup>th</sup> day of January 2022.

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

ATTESTED and FILES in my office  
This 11<sup>th</sup> day of January 2022.

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

## Legislative Summary

### 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.

<b>Introduced:</b>	November 22, 2021
<b>Purpose:</b>	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.
<b>Background:</b>	Harrer Park, the Morton Grove Historical Museum and the Historical Museum Annex Building are owned by the Morton Grove Park District. The Historical Museum Annex Building and the Village-owned American Legion Post 134 Memorial Civic Center ("the Civic Center"), are both on Village owned property. Harrer Park, and the Morton Grove Historical Museum are on Morton Grove Park District property. All of these facilities receive water service from pipelines 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.
<b>Departments Affected</b>	Administration, Legal, Engineering and Public Works
<b>Fiscal Impact:</b>	\$3,000.00 for document preparation (\$1,500.00 of the Fiscal Impact to be reimbursed to the Village by the MG Park District)
<b>Source of Funds:</b>	Water/Sewer Enterprise Fund 40-50- 33-57-2020
<b>Workload Impact</b>	The work will be done by Public Work staff as part of their regular duties
<b>Administrator Recommendation</b>	Approval as presented.
<b>Second Reading:</b>	Required December 13, 2021
<b>Special Consider or Requirements:</b>	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 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 13<sup>th</sup> day of December 2021

Trustee Gear \_\_\_\_\_  
Trustee Khan \_\_\_\_\_  
Trustee Minx \_\_\_\_\_  
Trustee Thill \_\_\_\_\_  
Trustee Travis \_\_\_\_\_  
Trustee Witko \_\_\_\_\_

APPROVED by me this 13<sup>th</sup> day of December 2021.

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

APPROVED and FILED in my office this  
this 14<sup>th</sup> 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 noncompliance, 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



## ACKNOWLEDGMENTS

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK )

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Keith White, President of the Morton Grove Park District Board of Commissioners and Jeff Wait, Secretary of the Morton Grove Park District Board of Commissioners known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the President and Secretary of the MORTON GROVE PARK DISTRICT, an Illinois park district.

Signature of Notary

SEAL

My Commission expires:

STATE OF ILLINOIS )  
 )  
COUNTY OF COOK

This instrument was acknowledged before me on \_\_\_\_\_, 2021, by Daniel P. DiMaria Village President, Village of Morton Grove and Eileen Scanlon Harford Village Clerk, Village of Morton Grove known to me to be the persons whose names are subscribed to the foregoing instrument and who did acknowledge that the corporation executed the above instrument, duly authorized, voluntarily and as their free act and deed as the Village President and Village Clerk of the Village of Morton Grove.

Signature of Notary

SEAL

My Commission expires:

**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  $\frac{1}{4}$  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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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  $\frac{1}{4}$  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.



## Legislative Summary

### Resolution 21-75

#### **APPROPRIATION OF 2022 MOTOR FUEL TAX FUNDS FOR THE MAINTENANCE OF STREETS AND HIGHWAYS**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To authorize the Village Clerk to execute the documentation required by the State of Illinois for the 2022 Motor Fuel Tax program.
<b>Background:</b>	Each year the Village receives a portion of the motor fuel tax collected by the State. These funds must be spent on the eligible improvements of roadways. The State requires an estimate and statement of the maintenance expenses for each year of the program.
<b>Programs, Departments or Groups Affected</b>	Public Works Department
<b>Fiscal Impact:</b>	\$659,000
<b>Source of Funds:</b>	State of Illinois, Motor Fuel Tax
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	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 21-75**

## **APPROPRIATION OF 2022 MOTOR FUEL TAX FUNDS FOR THE MAINTENANCE OF STREETS AND HIGHWAYS**

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 receives motor fuel tax (MFT) funds from the state of Illinois for the construction and maintenance of streets, highways and other eligible expenditures in the municipality according to the requirements of the Illinois Highway Code; and

WHEREAS, the Illinois Highway Code requires municipalities to develop and submit a MFT program for the purpose of maintaining streets and highways within the Village from January 1, 2022 to December 31, 2022 and also requires the proposed uses to be approved by the Illinois Department of Transportation; and

WHEREAS, the estimated expenditures from the MFT funds for the period January 1, 2022 to December 31, 2022, are \$659,000.00; and

WHEREAS, the attached “Resolution for Maintenance under the Illinois Highway Code” (BLR 14220) and the “Local Public Agency General Maintenance Estimate of Maintenance Costs” (BLR 14222) have provided for the distribution of the anticipated 2022 MFT funds for maintenance of streets within the Village.

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: Only those operations listed and described on the Municipal Estimate of Maintenance Costs approved in connection with this Resolution are eligible for reimbursement with motor fuel tax during the period specified above.

SECTION 3: The Corporate Authorities hereby approve, and the Village Clerk is hereby authorized to execute the Illinois Department of Transportation Local Public Agency General Maintenance Estimate of Maintenance Costs (BLR 14222) and the Illinois Department of Transportation Resolution for Maintenance under the Illinois Highway Code (BLR 14220).



SECTION 4: Three certified copies and one electronic copy of this Resolution will be transmitted to the Regional Engineer's District Office of the Illinois Department of Transportation at Schaumburg, Illinois.

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

PASSED this 13<sup>th</sup> day of December 2021

Trustee Gear \_\_\_\_\_

Trustee Khan \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Travis \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Witko \_\_\_\_\_

APPROVED by me this 13<sup>th</sup> day of December 2021

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

APPROVED and FILED in my office this  
14<sup>th</sup> day of December 2021

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



**Resolution for Maintenance  
Under the Illinois Highway Code**



Resolution Number	Resolution Type	Section Number
21-75	Original	22-00000-00-GM

BE IT RESOLVED, by the President and Board of Trustees of the Village of  
Governing Body Type Local Public Agency Type  
Morton Grove Illinois that there is hereby appropriated the sum of Six Hundred  
Name of Local Public Agency  
Fifty-Nine Thousand and 00/100 Dollars ( \$659,000.00 )

of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from

01/01/22 to 12/31/22  
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Morton Grove  
Local Public Agency Type Name of Local Public Agency

shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Eileen Scanlon Harford Village Clerk in and for said Village  
Name of Clerk Local Public Agency Type Local Public Agency Type  
of Morton Grove in the State of Illinois, and keeper of the records and files thereof, as  
Name of Local Public Agency

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

President and Board of Trustees of Morton Grove at a meeting held on 12/13/21  
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 14th day of December, 2021  
Day Month, Year

(SEAL)

Clerk Signature

**APPROVED**

Regional Engineer  
Department of Transportation

Date

## Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation representative shall sign and date here upon approval.

**Three (3) certified signed originals must be submitted to the Regional Engineer's District office.**  
**Following IDOT's approval, distribution will be as follows:**

Local Public Agency Clerk  
Engineer (Municipal, Consultant or County)  
District



Estimate of Maintenance Costs

Submittal Type **Original**

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Morton Grove	Cook	22-00000-00-GM	01/01/22	12/31/22

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Operation Cost
Snow Removal & Ice Control	I	No	Salt	Ton	3,600	\$49.78	\$179,208.00	\$187,000.00
Snow Removal & Ice Control	I	No	Calcium Chloride	Gallon	5,000	\$0.60	\$3,000.00	\$3,000.00
Snow Removal & Ice Control	IIA	No	Salaries	Hour	1,860	\$50.00	\$93,000.00	\$93,000.00
Street Patching	IIB	Yes	Hot-Mix Asphalt	Ton	500	\$60.00	\$30,000.00	\$30,000.00
Street Patching	IIA	No	Salaries	Hour	2,720	\$50.00	\$136,000.00	\$136,000.00
Street Sweeping	IIA	No	Salaries	Hour	1,050	\$45.00	\$47,250.00	\$47,000.00
Street Lighting & Traffic Signal Maint.	IIB	No	Work Performed by an Outside Contractor	L Sum	1	\$80,000.00	\$80,000.00	\$80,000.00
Concrete	IIA	No	Concrete Materials	Cu Yd	140	\$130.00	\$18,200.00	\$18,000.00
Concrete	IIA	No	Salaries	Hour	400	\$45.00	\$18,000.00	\$20,000.00
Catch Basin Cleaning	IIA	No	Salaries	Hour	1,000	\$45.00	\$45,000.00	\$45,000.00
<b>Total Operation Cost</b>								<b>\$659,000.00</b>

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor	\$341,000.00	\$0.00	\$400,000.00	\$741,000.00
Local Public Agency Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Materials/Contracts(Non Bid Items)	\$190,000.00	\$0.00	\$17,000.00	\$207,000.00
Materials/Deliver & Install/Materials Quotations (Bid Items)	\$128,000.00		\$583,000.00	\$711,000.00
Formal Contract (Bid Items)	\$0.00	\$0.00	\$0.00	\$0.00
<b>Maintenance Total</b>	<b>\$659,000.00</b>	<b>\$0.00</b>	<b>\$1,000,000.00</b>	<b>\$1,659,000.00</b>

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering	\$0.00	\$0.00	\$0.00	\$0.00
Engineering Inspection	\$0.00	\$0.00	\$0.00	\$0.00
Material Testing	\$0.00	\$0.00	\$3,000.00	\$3,000.00
Advertising	\$0.00	\$0.00	\$0.00	\$0.00
Bridge Inspection Engineering	\$0.00	\$0.00	\$0.00	\$0.00
<b>Maintenance Engineering Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,000.00</b>	<b>\$3,000.00</b>
<b>Total Estimated Maintenance</b>	<b>\$659,000.00</b>	<b>\$0.00</b>	<b>\$1,003,000.00</b>	<b>\$1,662,000.00</b>

## Estimate of Maintenance Costs

Submittal Type **Original**

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Morton Grove	Cook	22-00000-00-GM	01/01/22	12/31/22

Remarks

### SUBMITTED

Local Public Agency Official	Date

Title

Village Clerk

### APPROVED

County Engineer/Superintendent of Highways	Date

Regional Engineer  
Department of Transportation

Date

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## Legislative Summary

### Resolution 21-76

#### **AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING FOR AUSTIN AVENUE IMPROVEMENTS**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To authorize the Village President to execute an agreement which will amend the original agreement with the Illinois Department of Transportation to in order for the State of Illinois to disburse the federal funds for Austin Avenue Improvements.
<b>Background:</b>	Resolution 15-76, approved December 14, 2015, authorized an intergovernmental agreement with Illinois Department of Transportation for federal funding for design engineering costs. The Illinois Department of Transportation required additional work during project development that was not included in the original contract and required additional engineering effort, increasing the cost by \$62,385.00. The Village has requested and been allocated federal funding from the Surface Transportation <a href="#">Program (STP)</a> to pay for 70 percent of eligible, additional engineering costs, increasing the federal participation from \$118,278.00 to \$177,205.00, <a href="#">which includes a small amount of surplus funding</a> . The original agreement with the Illinois Department of Transportation needs to be amended with the agreement included Attachment “A” in order for the State of Illinois to disburse the federal funds.
<b>Programs, Departments or Groups Affected</b>	Public Works
<b>Fiscal Impact:</b>	The Village will be reimbursed for 70 percent of eligible costs up to \$177,205.00
<b>Source of Funds:</b>	2021 and 2022 Capital Projects Fund Account Number 30-50-60-55-2140
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	An amendment to the engineering agreement with Ciorba Group, Inc. is included in Resolution 21-77 on this agenda.

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 21-76**

### **AUTHORIZING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT AMENDMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR FEDERAL FUNDING FOR AUSTIN AVENUE IMPROVEMENTS**

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 began preliminary engineering in 2012 to partially reconstruct Austin Avenue from Oakton Street to Main Street, to reconfigure the intersection of Austin Avenue and Oakton Street, and install a new sanitary sewer along Oakton Street to the west of Austin Avenue; and

WHEREAS, Resolution 15-76, approved December 14, 2015, authorized the execution of an intergovernmental agreement with Illinois Department of Transportation for federal funding for design and engineering costs in the not-to-exceed amount of \$168,967.73; and

WHEREAS, the Illinois Department of Transportation required additional work as the project was being developed that was not included in the original contract and required additional engineering effort, increasing the cost by \$62,385.00; and

WHEREAS, the Village has requested and been allocated federal funding from the Surface Transportation Program (STP) to pay for 70 percent of eligible, additional engineering costs, increasing the federal participation from \$118,278.00 to \$177,205.00, which includes a small amount of surplus funding; and

WHEREAS, the original agreement with the Illinois Department of Transportation needs to be amended with the agreement included Attachment "A" in order for the State of Illinois to disburse the federal funds; and

WHEREAS, the original agreement stipulates the Village will pay for the full cost of the design engineering and the State of Illinois will reimburse the Village for the federal share of the eligible costs on the basis of periodic billings; and

WHEREAS, costs incurred to date in the approximate amount of \$28,000 are available 2021 Adopted Budget Capital Projects Fund Account Number 30-50-60-55-2140 and costs to be incurred in 2022 for the balance of the work to be completed is available in the 2022 Adopted Budget Capital Projects Fund Account Number 30-50-60-55-2140.

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

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

SECTION 2: The Corporate Authorities hereby authorize the Village Administrator to execute an agreement entitled “Local Public Agency Amendment #1 for Federal Participation” in a form that substantially conforms to the agreement illustrated in Attachment “A”, which will amend the original agreement with the Illinois Department of Transportation in order for the State of Illinois to disburse the federal funds for Austin Avenue Improvements.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the additional scope of work and adjusted contract amount for the Austin Avenue Improvements.

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

PASSED this 13<sup>th</sup> day of December 2021

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

APPROVED by me this 13<sup>th</sup> day of December 2021

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

APPROVED and FILED in my office this  
14<sup>th</sup> day of December 2021

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





# ATTACHMENT "A"

## Local Public Agency Amendment # 1 for Federal Participation



### LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Morton Grove	Cook	12-00106-00-PV

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STP		CMAP	02-13-0002

☐ Construction on State Letting ☐ Construction Local Letting ☐ Day Labor ☒ Local Administered Engineering ☐ Right-of-Way

#### Construction

#### Engineering

#### Right of Way

Job Number	Project Number	Job Number	Project Number	Job Number	Project Number
		D-91-225-13	M-4003(172)		

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The **STATE** and **LPA** jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the **LPA** and approved by the **STATE** using the **STATE's** policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

### LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Austin Avenue	FAU 2791	0.61 mile	From	To
			0.91	1.52

Location Termini
Lincoln Ave to Oakton St

Current Jurisdiction	Existing Structure Number(s)	Add Location
Village of Morton Grove	N/A	Remove

### LOCAL PUBLIC AGENCY APPROPRIATION

**For Amendments Increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of **LPA** project costs. A copy of the resolution or ordinance is attached as an addendum (**required for increases to state-let contracts only**).

#### ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution 21

Add Row

# ATTACHMENT "A"

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by the amendment shall remain in full force and effect and the amendment shall be binding upon the inure to the benefit of the parties hereto, their successor and assigns.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the application provisions set forth in this amendment and all addenda indicated above.

## APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Ralph E. Czerwinski

Title of Official

Village Administrator

Signature

Date

The above signature certifies the agency's Tin number is

366006007 conducting business as a Governmental Entity.

Duns Number 074439365

## APPROVED

State of Illinois  
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

Date

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

Date

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

Date

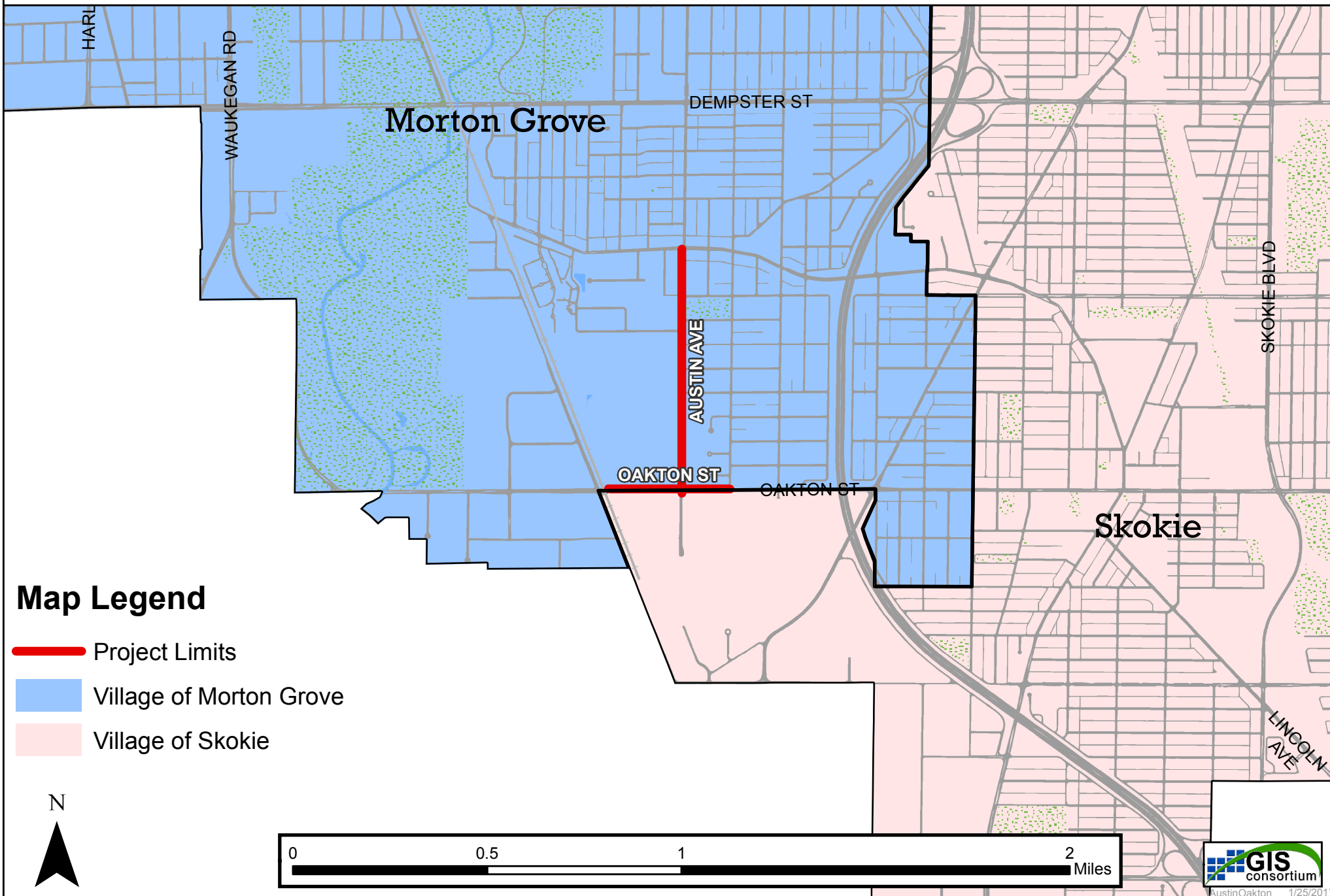
Yangsui Kim, Chief Counsel

Date

Joanne Woodworth, Acting Chief Fiscal Officer

Date

**NOTE:** if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.



# ATTACHMENT "A"

## ADDENDA NUMBER 2

Local Public Agency

County

Section Number

Morton Grove

Cook

12-00106-00-PV

### Construction

### Engineering

### Right of Way

Job Number

Project Number

Job Number

Project Number

Job Number

Project Number







## DIVISION OF COST

	Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
		Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
-	Preliminary Engineering	STU	\$177,205.00	*				LOCAL	\$75,945.00	BAL	\$253,150.00
-											
-											
-											
-											
-											
-											
Total			\$177,205.00		Total			Total	\$75,945.00		\$253,150.00

Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

\*MAXIMUM FHWA (STU) PARTICIPATION 70% NTE \$177,205.00

**NOTE:** The costs shown in the Division of Cost table are approximate and subject to change. The final **LPA** share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

## Legislative Summary

### Resolution 21-77

#### **AUTHORIZING EXECUTION OF A TASK ORDER AMENDMENT WITH CIORBA GROUP, INC. FOR DESIGN ENGINEERING SERVICES FOR AUSTIN AVENUE IMPROVEMENTS**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To authorize the Village President to execute an agreement which will amend the original agreement with Ciorba Group, Inc. to add engineering work and adjust the contract amount.
<b>Background:</b>	Resolution 15-69, approved November 9, 2015, authorized a task order with Ciorba Group, Inc. for design engineering services for Austin Avenue Improvements. The Illinois Department of Transportation required additional work during project development that was not included in the original contract and required additional engineering effort. The design work was intended to be completed in 2017 and the additional engineering effort will need to be completed at higher hourly rates. Ciorba Group, Inc. has requested additional compensation that would increase the contract amount from \$168,967.73 to \$231,352.73. Federal funds will reimburse 70% of this contract cost and requires the agreement with Ciorba Group, Inc. to be formalized with an Illinois Department of Transportation agreement form. Attachment "A" includes language about the additional scope of work and associated cost.
<b>Programs, Departments or Groups Affected</b>	Public Works
<b>Fiscal Impact:</b>	\$62,385.00
<b>Source of Funds:</b>	2021 and 2022 Capital Projects Fund Account Number 30-50-60-55-2140
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	An amendment to the intergovernmental agreement with Illinois Department of Transportation is included in Resolution 21-76 on this agenda and needed to gain access to the federal funding.

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 21-77**

### **AUTHORIZING EXECUTION OF A TASK ORDER AMENDMENT WITH CIORBA GROUP, INC. FOR DESIGN ENGINEERING SERVICES FOR AUSTIN AVENUE IMPROVEMENTS**

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 began preliminary engineering in 2012 to partially reconstruct Austin Avenue from Oakton Street to Main Street, to reconfigure the intersection of Austin Avenue and Oakton Street, and install a new sanitary sewer along Oakton Street to the west of Austin Avenue; and

WHEREAS, Resolution 15-69, approved November 9, 2015, authorized a task order with Ciorba Group, Inc. for design engineering services for Austin Avenue Improvements in the amount of \$168,967.73; and

WHEREAS, the Illinois Department of Transportation required additional work as the project was being developed that was not included in the original contract and required additional engineering effort; and

WHEREAS, the design work was intended to be completed in 2017 and the additional engineering effort will need to be completed at a higher hourly rate for each worker classification; and

WHEREAS, the project is now scheduled to be finalized by November 2022 and constructed in 2023; and

WHEREAS, Ciorba Group, Inc. has submitted a request for additional compensation in the amount of \$62,385.00 in order to complete its contract obligations by November 2022; and

WHEREAS, the additional contract cost would adjust the contract amount from \$168,967.73 to \$231,352.73; and

WHEREAS, federal funds will be used to reimburse the Village for design engineering costs for this project and this condition requires the agreement with Ciorba Group, Inc. to be formalized with an Illinois Department of Transportation agreement; and

WHEREAS, Attachment "A" includes language about the additional scope or work and associated cost; and

WHEREAS, costs incurred to date in the approximate amount of \$28,000 are available 2021 Adopted Budget Capital Projects Fund Account Number 30-50-60-55-2140 and costs to be incurred in 2022 for the balance of the work to be completed is available in the 2022 Adopted Budget Capital Projects Fund Account Number 30-50-60-55-2140.

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

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

SECTION 2: The Corporate Authorities hereby authorize the Village President to execute and the Village Clerk to attest to an agreement entitled "Local Public Agency Engineering Services Agreement" in a form that substantially conforms to the agreement to the agreement illustrated in Attachment "A", which will amend the original agreement with Ciorba Group, Inc. to add engineering work and adjust the contract amount by \$62,385.00.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the additional scope of work and adjusted contract amount for the Austin Avenue Improvements.

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

PASSED this 13<sup>th</sup> day of December 2021

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

APPROVED by me this 13<sup>th</sup> day of December 2021

---

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

APPROVED and FILED in my office this  
14<sup>th</sup> day of December 2021

---

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

## ATTACHMENT "A"



**Illinois Department  
of Transportation**

**Local Public Agency  
Engineering Services Agreement**



Using Federal Funds? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Agreement For <b>Federal PE</b>	Agreement Type <b>Supplement</b>	Number <b>1</b>
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## LOCAL PUBLIC AGENCY

Local Public Agency <b>Village of Morton Grove</b>	County <b>Cook</b>	Section Number <b>12-00106-00-PV</b>	Job Number <b>D-91-225-13</b>
Project Number <b>M-4003(172)</b>	Contact Name <b>Chris Tomich</b>	Phone Number <b>(847) 470-5235</b>	Email <b>ctomich@mortongroveil.org</b>

## SECTION PROVISIONS

Local Street/Road Name <b>Austin Avenue</b>	Key Route <b>FAU 2791</b>	Length <b>0.61 mile</b>	Structure Number <b>N/A</b>
Location Termini <b>Lincoln Ave to Oakton St</b>			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

## SECTION PROVISIONS

Local Street/Road Name <b>Austin Avenue</b>	Key Route <b>0-2033</b>	Length <b>0.10 mile</b>	Structure Number <b>N/A</b>
Location Termini <b>Oakton St to 300'S of Oakton S</b>			<input type="button" value="Add Location"/> <input type="button" value="Remove Location"/>

## Project Description

Partial reconstruction and resurfacing of Austin Avenue including intersection improvements at Oakton Street to accommodate WB-65 trucks. The project includes storm and sanitary sewer improvements, drainage structure adjustments/reconstruction, ADA ramp upgrades; pavement patching, curb and gutter, and driveway apron removal and replacements, pavement marking, and restoration.

Engineering Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input type="checkbox"/> State	<input type="checkbox"/> Other	
Anticipated Construction Funding	<input checked="" type="checkbox"/> Federal	<input type="checkbox"/> MFT/TBP	<input checked="" type="checkbox"/> State	<input type="checkbox"/> Other	

## AGREEMENT FOR

☐ Phase I - Preliminary Engineering ☒ Phase II - Design Engineering

## CONSULTANT

Consultant (Firm) Name <b>Ciorba Group, Inc.</b>	Contact Name <b>Duane O'Laughlin</b>	Phone Number <b>(773) 355-2949</b>	Email <b>dolaughlin@ciorba.com</b>
Address <b>8725 W Higgins Ave, Suite 600</b>	City <b>Chicago</b>	State <b>IL</b>	Zip Code <b>60631</b>

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations. WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:



# ATTACHMENT "A"

Regional Engineer	Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
Resident Construction Supervisor	Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
In Responsible Charge Contractor	A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

## AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- ☒ EXHIBIT A: Scope of Services
- ☒ EXHIBIT B: Project Schedule
- ☒ EXHIBIT C: Direct Costs Check Sheet
- ☒ EXHIBIT D: Qualification Based Selection (QBS) Checklist
- ☒ EXHIBIT E: Cost Plus Fixed Fee Cost Estimate of Consultant Services Worksheet (BLR 05513 or BLR 05514 )
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_
- ☐ \_\_\_\_\_

### I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of United States Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Preliminary Engineering Contracts:
  - (a) To attend meetings and visit the site of the proposed improvement when requested to do so by representatives of the LPA or the DEPARTMENT, as defined in Exhibit A (Scope of Services).
  - (b) That all plans and other documents furnished by the ENGINEER pursuant to the AGREEMENT will be endorsed by the ENGINEER and affix the ENGINEER's professional seal when such seal is required by law. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Professional Regulation of the State of Illinois. It will be the ENGINEER's responsibility to affix the proper seal as required by the Bureau of Local Roads and Streets manual published by the DEPARTMENT.
  - (c) That the ENGINEER is qualified technically and is thoroughly conversant with the design standards and policies applicable for the PROJECT; and that the ENGINEER has sufficient properly trained, organized and experienced personnel to perform the services enumerated in Exhibit A (Scope of Services).
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See Exhibit C).

## II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
  - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit D is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. To pay the ENGINEER:
  - (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
  - (b) Final payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by the LPA and DEPARTMENT a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.
4. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

☐ Lump Sum

☐ Specific Rate

☒ Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = ( 0.33 + R ) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

5. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).
6. To certify by execution of the AGREEMENT that the selection of the ENGINEER was performed in accordance with the Local Government Professional Services Selection Act 50 ILCS 510, the Brooks Act 40 USC 11, and Procurement, Management, and Administration of Engineering and Design related Services (23 CFR part 172). Exhibit C is required to be completed with this agreement.

## III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT: the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.

The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.

# ATTACHMENT "A"

4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.
5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
  - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
  - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
  - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
  - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
  - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
  - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph e and
  - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.
10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.

# ATTACHMENT "A"

- (2) Specifying actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
  - (a) abide by the terms of the statement; and
  - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's or contractor's policy of maintain a drug free workplace;
  - (3) Any available drug counseling, rehabilitation and employee assistance program; and
  - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
- (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
- (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
12. For Preliminary Engineering Contracts:
  - (a) That tracing, plans, specifications, estimates, maps and other documents prepared by the ENGINEER in accordance with this AGREEMENT shall be delivered to and become the property of the LPA and that basic survey notes, sketches, charts, CADD files, related electronic files, and other data prepared or obtained in accordance with this AGREEMENT shall be made available, upon request to the LPA or to the DEPARTMENT, without restriction or limitation as to their use. Any re-use of these documents without the ENGINEER involvement shall be at the LPA's sole risk and will not impose liability upon the ENGINEER.
  - (b) That all reports, plans, estimates and special provisions furnished by the ENGINEER shall conform to the current Standard Specifications for Road and Bridge Construction, Bureau of Local Roads and Streets Manual or any other applicable requirements of the DEPARTMENT, it being understood that all such furnished documents shall be approved by the LPA and the DEPARTMENT before final acceptance. During the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.

## AGREEMENT SUMMARY

Prime Consultant	TIN/FEIN/SS Number	Agreement Amount
Ciorba Group, Inc.	36-2525351	\$36,679.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
- Huff and Huff, Inc.	36-3044842	\$25,706.00
Subconsultant Total		\$25,706.00
Prime Consultant Total		\$36,679.00
Total for all work		\$62,385.00

Add Subconsultants

# ATTACHMENT "A"

## AGREEMENT SIGNATURES

Executed by the LPA:

Attest: The 

Local Public Agency Type
Village

 of 

Name of Local Public Agency
Morton Grove

By (Signature & Date)

By (Signature & Date)

--

--

Name of Local Public Agency
Morton Grove

Local Public Agency Type
Village

 Clerk

Title
Village President

(SEAL)

Executed by the ENGINEER:

Attest: 

Consultant (Firm) Name
Ciorba Group, Inc.

By (Signature & Date)

By (Signature & Date)

--

--

Title
Secretary

Title
President

# ATTACHMENT "A"

Local Public Agency	County	Section Number
Village of Morton Grove	Cook	12-00106-00-PV

## FOR FEDERAL PARTICIPATION PROJECTS

### EXHIBIT A SCOPE OF SERVICES

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

#### DESCRIPTION OF ADDITIONAL SERVICES

1. Day lane closures using IDOT Standards were intended to be used to provide traffic control and protection for the sanitary sewer construction and resurfacing of Oakton Street. Along with the standards, typical sections and maintenance of traffic notes were prepared and included in the pre-final plans. The IDOT Bureau of Traffic and Bureau of Local Roads review comments required detailed maintenance of traffic plans to be included for the sewer work along Oakton Street. Coordination was done with IDOT to verify the need for the plan sheets. Three new maintenance of traffic sheets were added to the final plans. – 34 hours
2. The limits of the proposed ROW along Oakton Street did not meet the setback requirement for the service station pumps at the northwest corner of Austin Avenue and Oakton Street intersection. To avoid the extensive work required to reorient the pumps, the corner was redesigned after the pre-final plan submittal. Various options were developed and analyzed to minimize the ROW requirement and provide necessary setback with a corner radius for the optimal design vehicle. The modifications required revisions to the roadway plans, drainage plans, ADA ramp details and traffic signal plans, and revising associated quantity calculations. – 18 hours
3. IDOT Bureau of Traffic review comments required the installation of temporary and permanent interconnections on Oakton Street from River Drive to Gross Point Road. The interconnect design required the addition of six plan sheets with additional pay items and quantity calculations. A temporary cable plans for each stage of construction was also required. – 62 hours.
4. Address Pace bus stop requirements. – 3 hours
5. Analyze construction staging and completion dates for various lettings. – 4 hours
6. Update SOQ, special provisions and check sheets for November 2017, January and March 2018, November 2018 lettings and meet with the Village to discuss construction staging and schedule. - 32 hours.
7. Address comments from November 2018 letting abbreviated review. – 30 hours.
8. Prepare eight exhibits for service station at northeast corner of Austin Avenue and Oakton Street for the existing and proposed bus turning movements. – 6 hours.
9. Submit pre-final plans for tentative January 2022 letting. This includes update to the SOQ, special provisions, check sheets, standards, estimate of cost and estimate of time. Address IDOT comments and submit final plans – 64 hours.
10. Additional QC/QA, 4 hours, and Project Management, 8 hours.

# ATTACHMENT "A"

Local Public Agency

County

Section Number

Village of Morton Grove

Cook

12-00106-00-PV

## EXHIBIT B PROJECT SCHEDULE

Complete all services according to the IDOT BLR Letting Schedule for the March 2022 letting.

# ATTACHMENT "A"

Local Public Agency

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Village of Morton Grove

Cook

12-00106-00-PV

## Exhibit C Direct Costs Check Sheet

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.

Item	Allowable	Quantity	Contract Rate	Total
<input type="checkbox"/> Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost (Up to state rate maximum)			
<input type="checkbox"/> Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			
<input type="checkbox"/> Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			
<input type="checkbox"/> Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			
<input type="checkbox"/> Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day			
<input type="checkbox"/> Vehicle Rental	Actual cost (Up to \$55/day)			
<input type="checkbox"/> Tolls	Actual cost			
<input type="checkbox"/> Parking	Actual cost			
<input type="checkbox"/> Overtime	Premium portion (Submit supporting documentation)			
<input type="checkbox"/> Shift Differential	Actual cost (Based on firm's policy)			
<input type="checkbox"/> Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Project Specific Insurance	Actual Cost			
<input type="checkbox"/> Monuments (Permanent)	Actual Cost			
<input type="checkbox"/> Photo Processing	Actual Cost			
<input type="checkbox"/> 2-Way Radio (Survey or Phase III Only)	Actual Cost			
<input type="checkbox"/> Telephone Usage (Traffic System Monitoring Only)	Actual Cost			
<input type="checkbox"/> CADD	Actual cost (Max \$15/hour)			
<input type="checkbox"/> Web Site	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Advertisements	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			
<input type="checkbox"/> Recording Fees	Actual Cost			
<input type="checkbox"/> Transcriptions (specific to project)	Actual Cost			
<input type="checkbox"/> Courthouse Fees	Actual Cost			
<input type="checkbox"/> Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Utility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/> Testing of Soil Samples	Actual Cost			
<input type="checkbox"/> Lab Services	Actual Cost (Provide breakdown of each cost)			
<input type="checkbox"/> Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
<input type="checkbox"/>				
Total Direct Costs				



# ATTACHMENT "A"

Local Public Agency	County	Section Number
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## Exhibit D Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

☐ Form Not Applicable (engineering services less than the threshold)

**Items 1-13 are required when using federal funds and QBS process is applicable. Items 14-16 are required when using State funds and the QBS process is applicable.**

		No	Yes
1	Do the written QBS policies and procedures discuss the initial administration (procurement, management and administration) concerning engineering and design related consultant services?	<input type="checkbox"/>	<input type="checkbox"/>
2	Do the written QBS policies and procedures follow the requirements as outlined in Section 5-5 and specifically Section 5-5.06 (e) of the BLRS Manual?	<input type="checkbox"/>	<input type="checkbox"/>
3	Was the scope of services for this project clearly defined?	<input type="checkbox"/>	<input type="checkbox"/>
4	Was public notice given for this project?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do the written QBS policies and procedures cover conflicts of interest?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do the written QBS policies and procedures use covered methods of verification for suspension and debarment?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do the written QBS policies and procedures discuss the methods of evaluation?	<input type="checkbox"/>	<input type="checkbox"/>
Project Criteria		Weighting	
-			
Add			
8	Do the written QBS policies and procedures discuss the method of selection?	<input type="checkbox"/>	<input type="checkbox"/>
Selection committee (titles) for this project			
Top three consultants ranked for this project in order			
1			
2			
3			
9	Was an estimated cost of engineering for this project developed in-house prior to contract negotiation?	<input type="checkbox"/>	<input type="checkbox"/>
10	Were negotiations for this project performed in accordance with federal requirements.	<input type="checkbox"/>	<input type="checkbox"/>
11	Were acceptable costs for this project verified?	<input type="checkbox"/>	<input type="checkbox"/>
12	Do the written QBS policies and procedures cover review and approving for payment, before forwarding the request for reimbursement to IDOT for further review and approval?	<input type="checkbox"/>	<input type="checkbox"/>
13	Do the written QBS policies and procedures cover ongoing and finalizing administration of the project (monitoring, evaluation, closing-out a contract, records retention, responsibility, remedies to violations or breaches to a contract, and resolution of disputes)?	<input type="checkbox"/>	<input type="checkbox"/>
14	QBS according to State requirements used?	<input type="checkbox"/>	<input type="checkbox"/>
15	Existing relationship used in lieu of QBS process?	<input type="checkbox"/>	<input type="checkbox"/>
16	LPA is a home rule community (Exempt from QBS).	<input type="checkbox"/>	<input type="checkbox"/>

## ATTACHMENT "A"



EXHIBIT E

## COST ESTIMATE OF CONSULTANT SERVICES WORKSHEET

FIXED RAISE

**Local Public Agency**

Village of Morton Grove

**County**

Cook

**Section Number**

12-00106-00-PV

**Consultant (Firm) Name**

Ciorba Group, Inc.

**Prepared By**

Duane O'Laughlin

**Date**

## PAYROLL ESCALATION TABLE

CONTRACT TERM 8 MONTHS  
 START DATE 6/1/2021  
 RAISE DATE 1/1/2022

OVERHEAD RATE 158.78%  
 COMPLEXITY FACTOR 0  
 % OF RAISE 2.00%

END DATE 1/31/2022

## ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	6/1/2021	1/1/2022	7	87.50%
1	1/2/2022	2/1/2022	1	12.75%

---

The total escalation = 0.25%

BLR 05514 (Rev. 03/12/21)  
 Payroll Escalation

## ATTACHMENT "A"

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MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.25%

## PAYROLL RATES

## Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

[illegible]

## ATTACHMENT "A"

## Local Public Agency

Village of Morton Grove

## County

Cook

Section Number

12-00106-00-PV

## COST ESTIMATE WORKSHEET

Exhibit E Cost Estimate of Consultant Services Worksheet Fixed Raise

<b>OVERHEAD RATE</b>	<b>158.78%</b>
----------------------	----------------

**COMPLEXITY FACTOR** 0

TASK	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	DIRECT COSTS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Traffic Signals	62	3,323	5,276		1,096		9,695	15.54%
Engineering Plans	191	8,312	13,198		2,743		24,253	38.88%
QC/QA	4	312	495		103		910	1.46%
Project Management	8	624	991		206		1,821	2.92%
PESA/PSI		-	-		-	25,706	25,706	41.21%
		-	-		-		-	
		-	-		-		-	
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		-	-		-		-	
Subconsultant DL					0		-	
TOTALS	265	12,571	19,960	-	4,148	25,706	62,385	100.00%

32,531

BLR 05514 (Rev. 03/12/21)

## Cost Estimate Worksheet

## ATTACHMENT "A"

## Local Public Agency

Village of Morton Grove

## County

Cook

Section Number

12-00106-00-PV

## AVERAGE HOURLY PROJECT RATES

Exhibit E Cost Estimate of Consultants Services Worksheet Fixed Raise

**SHEET 1 OF 1**

PAYROLL  CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Traffic Signals			Engineering Plans			QC/QA			Project Management			PESA/PSI		
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Principal	78.00	0.0																	
Project Manager	78.00	20.0	7.55%	5.89				8	4.19%	3.27	4	100.00%	78.00	8	100.00%	78.00			
Lead Structural Engineer	78.00	0.0																	
Senior Project Engineer	69.81	42.0	15.85%	11.06	20	32.26%	22.52	22	11.52%	8.04									
Resident Engineer	52.38	0.0																	
Senior Engineer	45.86	97.0	36.60%	16.79	42	67.74%	31.07	55	28.80%	13.21									
Engineer I	32.15	60.0	22.64%	7.28				60	31.41%	10.10									
Engineer II	36.97	46.0	17.36%	6.42				46	24.08%	8.90									
Technician II	34.59	0.0																	
Senior Technician	46.95	0.0																	
Administrative Services	44.11	0.0																	
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TOTALS		265.0	100%	\$47.44	62.0	100.00%	\$53.59	191.0	100%	\$43.52	4.0	100%	\$78.00	8.0	100%	\$78.00	0.0	0%	\$0.00

## Legislative Summary

### Resolution 21-78

#### **AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH G&L CONTRACTORS, INC. FOR THE 2022 MATERIAL HAULING PROGRAM**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To authorize the Village Administrator to execute a Letter of Agreement extending the 2020 contract for the Material Hauling Program with G&L Contractors, Inc. until December 31, 2022.
<b>Background:</b>	<p>The material hauling program is necessary to haul and dispose of construction/demolition debris, street sweepings, tree stump grindings as well as to transport and furnish sand and stone material for the Village.</p> <p>The Village annually contracts with a material hauling contractor to assist in the hauling of materials to and from the Public Works Facility. G&amp;L Contractors, Inc. satisfactorily performed work on this contract in 2020 and 2021. The contract contains provisions allowing the contract to be extended in 2022. This contract is required to comply with the Illinois Prevailing Wage Act.</p>
<b>Programs, Departments or Groups Affected</b>	Public Works Department.
<b>Fiscal Impact:</b>	\$307,700.00
<b>Source of Funds:</b>	2022 Adopted Budget General Fund Account Number 02-50-17-55-2260 and Enterprise Fund Account Numbers 40-50-33-55-2260, 40-50-33-56-2110; 40-50-34-55-2260; and 40-50-34-56-3110 in the cumulative amount of \$307,700
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	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 21-78**

### **AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH G&L CONTRACTORS, INC. FOR THE 2022 MATERIAL HAULING PROGRAM**

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, 2022 Material Hauling Program is necessary to haul and dispose of construction and demolition debris, street sweepings, tree stump grindings and to transport and furnish granular material for the Village; and

WHEREAS, Resolution 20-02, approved January 27, 2020, authorized the execution of a service contract with G&L Contractors, Inc. for 2020 Material Hauling Program in the amount of \$271,700.00; and

WHEREAS, the Village reserved the right to extend this contract for terms in calendar years 2021 and 2022, under the same terms and conditions as the original contract; and

WHEREAS, Resolution 21-18, approved February 22, 2021, authorized the extension of the contract for one year in an amount not to exceed \$285,000.00; and

WHEREAS, G&L Contractors, Inc. performed satisfactorily in 2020 and 2021 and the Director of Public Works recommends extending the contract in 2022; and

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

WHEREAS, funding for the above work in the cumulative amount of \$307,700.00 is available in the 2022 Adopted Budget General Fund Account Number 02-50-17-55-2260 and Enterprise Fund Account Numbers 40-50-33-55-2260, 40-50-33-56-2110; 40-50-34-55-2260; and 40-50-34-56-3110.

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 Letter of Agreement extending the contract for the “2020 Material Hauling Program” with G&L Contractors, Inc. for one year until December 31, 2022, in an amount not to exceed \$307,700.00.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract for 2022 Material Hauling Program.

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

PASSED this 13<sup>th</sup> day of December 2021

Trustee Gear \_\_\_\_\_

Trustee Khan \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Travis \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Witko \_\_\_\_\_

APPROVED by me this 13<sup>th</sup> day of December 2021

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

APPROVED and FILED in my office this  
14<sup>th</sup> day of December 2021

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



December 14, 2021

Micheal J Gara  
G & L Contractors, Inc  
7401 N St. Louis  
Skokie, IL 60076

RE: 2022 Material Hauling Program

Dear Mr. Gara,

G & L Contractors supplied Village of Morton Grove with material hauling services per our contract last year (2021). The contract provisions allow Morton Grove to renew up to two additional years. The Village of Morton Grove would like to exercise the option to extend this contract for 2022.

At your convenience, please let me know if G & L Contractors is interested in extending this contact as well.

The terms and conditions of the contract will remain the same as the original contract.  
Your signature below will indicate your concurrence to extend the contract as described above.

Concur: \_\_\_\_\_  
Micheal J. Gara, President

Sincerely,

Ralph E. Czerwinski  
Village Administrator

Cc: Mr. Joseph J. Dahm, Director of Public Works

## Legislative Summary

### Resolution 21-79

#### **AUTHORIZING A SERVICE CONTRACT EXTENSION WITH LANDSCAPE CONCEPTS MANAGEMENT, INC. FOR 2022 TREE TRIMMING PROGRAM**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To authorize the Village Administrator to execute a Letter of Agreement extending the 2020 contract for the Tree Trimming Program with Landscape Concepts Management, Inc. until December 31, 2022.
<b>Background:</b>	<p>An annual tree trimming program is necessary to maintain the health and appearance of trees as well as to maintain safety for the public within the Village right-of-way.</p> <p>The Village annually contracts with tree experts to assist in the trimming of parkway trees. Landscape Concepts Management, Inc. satisfactorily performed work on this contract in 2020 and 2021. The contract contains provisions allowing the contract to be extended in 2022.</p>
<b>Programs, Departments or Groups Affected</b>	Public Works Department, Village Residents
<b>Fiscal Impact:</b>	Not to Exceed \$60,000.00.
<b>Source of Funds:</b>	2022 Public Works General Fund - Account No. 02-50-17-55-2250
<b>Workload Impact:</b>	The implementation of the program is done as part of the normal operations of the Public Works Department, Forestry Division.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading</b>	Not Required
<b>Special Considerations or Requirements:</b>	None

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

## **RESOLUTION 21-79**

### **AUTHORIZING A SERVICE CONTRACT EXTENSION WITH LANDSCAPE CONCEPTS MANAGEMENT, INC. FOR 2022 TREE TRIMMING PROGRAM**

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, an annual tree trimming program is necessary to maintain the health and appearance of trees as well as to maintain safety for the public within the Village's rights-of-ways; and

WHEREAS, Resolution 20-03 was approved on January 14, 2020, authorizing a contract with Landscape Concepts Management, Inc. in the amount not to exceed \$58,00.00. for 2020 Tree Trimming Program; and

WHEREAS, the Village reserved the right to extend this contract for terms in calendar years 2021 and 2022, under the same terms and conditions as the original contract; and

WHEREAS, Resolution 20-59, approved December 14, 2020, authorized the extension of the contract for one year in an amount not to exceed \$58,000.00; and

WHEREAS, Landscape Concepts Management, Inc. performed the work for the tree trimming program in a satisfactory manner in 2020 and 2021; and

WHEREAS, funding for the above work in an amount not to exceed \$60,000.00 is included in the Village of Morton Grove 2022 Adopted Budget, Account No. 02-50-17-55-2250.

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 Letter of Agreement extending the contract for the "2020 Tree Trimming Program" with Landscape Concepts Management, Inc. for one year until December 31, 2022, in an amount not to exceed \$60,000.00.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract for 2022 Tree Trimming Program.

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

PASSED THIS 13<sup>th</sup> DAY OF December 2021

Trustee Gear \_\_\_\_\_

Trustee Khan \_\_\_\_\_

Trustee Minx \_\_\_\_\_

Trustee Travis \_\_\_\_\_

Trustee Thill \_\_\_\_\_

Trustee Witko \_\_\_\_\_

APPROVED BY ME THIS 13<sup>th</sup> DAY OF December 2021

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

ATTESTED and FILED in my office  
This 14<sup>th</sup> DAY OF December 2021

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

December 14, 2021

Ken Carrano, President  
Landscape Concepts Management, Inc.  
31745 N. Alleghany Road  
Grayslake, Illinois 60030

Subject: 2022 Tree Trimming Program Contract Extension

Dear Mr. Carrano:

Landscape Concepts Management, Inc. performed work in 2021 for the Village of Morton Grove's Tree Trimming Program. The Village desires to extend the contract for one year and understands Landscape Concepts Management, Inc. desires to extend the contract as well.

The Contract terms and conditions will remain the same as the original Contract. The not-to-exceed amount will be \$60,000. You must submit an updated Contract Bond and an updated Certificate of Insurance.

Your signature below will indicate your concurrence to extend the Contract as described above.

Concur: \_\_\_\_\_  
Ken Carrano, President

Sincerely,  
Ralph E. Czerwinski  
Village Administrator

Cc: Mr. Joseph J. Dahm, Director of Public Works

## Legislative Summary

### Resolution 21- 80

#### **AUTHORIZING A CONTRACT EXTENSION WITH MID-AMERICAN WATER OF WAUCONDA FOR THE 2022 FIRE HYDRANT REPLACEMENT PROGRAM**

<b>Introduced:</b>	December 13, 2021
<b>Purpose:</b>	To authorize the Village Administrator to execute a Letter of Agreement extending the 2021 contract with Mid-American of Wauconda for the 2022 Fire Hydrant Purchasing.
<b>Background:</b>	It is responsible to keep the water distribution systems 1,170 fire hydrants running at peak performance for optimal fire protection throughout the Village. Over the last seven (7) years, availability and cost of parts has made it harder to repair older hydrants, some dating back as far as 1928. It is in our best interest to continue annual fire hydrant replacement. In 2021, Public Works competitively bid for the purchase of fire hydrants. Resolution 21-08 was approved on February 8, 2021 that authorized a contract with Mid-American Water of Wauconda, Illinois to purchase 50 fire hydrants at \$2,668.00 per hydrant totaling \$133,400.00. Within the 2021 contract with Mid-American Water, the Village reserves the right to renew this contract for up to two (2) additional fiscal years, at the same pricing, and per the same terms and conditions. Upon the mutual written agreement to extend the current contract with the vendor, Mid-American Water of Wauconda has agreed to extend the existing price and terms for 2022.
<b>Programs, Departments or Groups Affected</b>	Public Works, Water Division, Fire Department, Village Residents.
<b>Fiscal Impact:</b>	\$133,400
<b>Source of Funds:</b>	2022 Public Works Water Enterprise Fund – Account No. 405033-564120
<b>Workload Impact:</b>	The Public Works Department as part of their normal work activities will perform the management and implementation of the project.
<b>Administrator Recommendation:</b>	Approval as presented.
<b>Second Reading:</b>	Not Required
<b>Special Considerations or Requirements:</b>	N/A

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

## **RESOLUTION 21-80**

### **AUTHORIZING A CONTRACT EXTENSION WITH MID-AMERICAN WATER OF WAUCONDA, ILLINOIS FOR 2022 FIRE HYDRANT REPLACEMENT PROGRAM**

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, Public Works is responsible for keeping all 1,170 fire hydrants within the water distribution system running at peak performance for optimal fire water flow protection throughout the Village; and

WHEREAS, over the last seven (7) years, lack of availability and cost of parts has made it harder to repair older hydrants, some dating back as far as 1928; and

WHEREAS, in 2021, Public Works competitively bid for the purchase of fire hydrants; and

WHEREAS, Resolution 21-08 was approved on February 8, 2021 authorizing a contract with Mid-American Water of Wauconda, Illinois for the purchase of 50 fire hydrants at \$2,668.00 per hydrant totaling \$133,400.00; and

WHEREAS, within the 2021 contract with Mid-American Water, the Village reserves the right to renew this contract for up to two (2) additional fiscal years, at the same pricing, and per the same terms and conditions; and

WHEREAS, upon mutual written agreement, Mid-American Water of Wauconda has agreed to extend the existing price for the purchase of 50 fire hydrants in the amount not to exceed \$133,400.00 for 2022.; and

WHEREAS, funding for the fire hydrant purchase is included in the Village of Morton Grove Adopted 2022 Budget as account number 405033-564120, Fire Hydrant and Repair Parts.

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 Letter of Agreement, extending the contract for the purchase of 50 new Waterous Fire Hydrants from Mid-American Water of Wauconda in the amount not to exceed \$133,400.00.

Section 3. The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement this purchase.

Section 4. This Resolution shall be in full force and effect upon its passage and approval.

PASSED this 13<sup>th</sup> day of December 2021

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

APPROVED by me this 13<sup>th</sup> day of December 2021

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

APPROVED and FILED in my office this  
14<sup>th</sup> day of December 2021

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



December 14, 2021

Darren Dixon  
Mid-American Water of Wauconda  
1125 N. Old Rand Rd.  
Wauconda, IL 60084

RE: 2022 Fire Hydrant Purchasing

Dear Mr. Dixon,

Mid-American Water supplied Village of Morton Grove with 50 Fire Hydrants per our contract last year (2021). The contract provisions allow Morton Grove to renew up to two additional years. The Village of Morton Grove would like to exercise the option to extend this contract for 2022.

At your convenience, please let me know if Mid -American Water of Wauconda is interested in extending this contract as well.

The terms and conditions of the contract will remain the same as the original contract. Your signature below will indicate your concurrence to extend the contract as described above.

Concur: \_\_\_\_\_  
Darren Dixon, President

Sincerely,  
Ralph E. Czerwinski  
Village Administrator

CC: Joe Dahm, Director of Public Works