VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
TO BE HELD AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
SCANLON CONFERENCE ROOM

February 24, 2020
6:00 pm

(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. Executive Session

THE BALANCE OF THE MEETING SHALL COMMENCE AT 7:00 PM IN THE COUNCIL CHAMBERS OF THE RICHARD T. FLICKINGER MUNICIPAL CENTER

4. Reconvene Meeting
5. Pledge of Allegiance
6. Roll Call
7. Approval of Minutes – Regular Meeting – February 10, 2020
8. Special Reports
   a. Presentation by the Morton Grove Foundation on the Taste of Morton Grove (March 12, 2020) by Nick Marino
9. Public Hearings
10. Residents’ Comments (agenda items only)

11. President’s Report – Administration, Comprehensive Plan, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee
   a. Request Confirmation of Appointments to:
      The Advisory Commission on Aging - Lea C. Beaubien
      The Economic Development Commission - Ashur Shiba

12. Clerk’s Report – Condominium Association, Strategic Plan Committee

13. Staff Reports
   a. Village Administrator
      1) Miscellaneous Reports and Updates
   b. Corporation Counsel

14. 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) Resolution 20-12 (Introduced February 24, 2020)
         Authorizing the Village to Enter into an Amended and Restated Intergovernmental Police Assistance Agreement for the North Regional Major Crimes Task Force and to Approve Its Amended Bylaws
   b. Trustee Minx – Finance Department, Finance Advisory Commission, Appearance Commission, Capital Projects, Natural Resource Commission, Waukegan Road TIF (Trustee Grear)
   c. Trustee Ramos – Environmental Health, IT, Legal Department, Traffic Safety Commission, Emergency Management Agency (Trustee Travis)
   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 Ramos)
   f. Trustee Witko – Farmers’ Market, Public Works Department, Community and Economic Development Department, Economic Development Commission, Dempster Street Corridor Plan, Sawmill Station TIF (Trustee Thill)
      1) Resolution 20-13 (Introduced February 24, 2020)
         Authorizing the Purchase of Police Pursuit Vehicles through the Suburban Purchasing Cooperative Bid Program
14. Reports by Trustees (continued)

f. Trustee Witko (continued)

2) Resolution 20-14 (Introduced February 24, 2020)
   Authorizing the Purchase of One New 2020 S76 Bobcat Skid Steer Loader through the
   Sourcewell Purchasing Cooperative Procurement Program

3) Resolution 20-15 (Introduced February 24, 2020)
   Authorizing the Purchase of One New 2020 Model 420F2 Caterpillar Backhoe Loader
   through the Sourcewell Purchasing Cooperative Procurement Program

4) Resolution 20-16 (Introduced February 24, 2020)
   Authorizing the Annual Memorial Day Parade and Closure of Dempster Street

15. Other Business

16. Presentation of Warrants - $706,741.22

17. Residents' Comments

18. Executive Session – Personnel Matters, Labor Negotiations, Pending Litigation, and Real Estate

19. Adjournment - To ensure full accessibility and equal participation for all interested citizens, individuals with disabilities
   who plan to attend and who require certain accommodations in order to observe and/or participate in this meeting, or who
   have questions regarding the accessibility of these facilities, are requested to contact Susan or Jake (847/470-5220) promptly
   to allow the Village to make reasonable accommodations.
MINUTES OF A REGULAR MEETING OF THE PRESIDENT AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
COOK COUNTY, ILLINOIS, HELD AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
FEBRUARY 10, 2020

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. He then led the assemblage in the Pledge of Allegiance.

VI. Village Clerk Eileen Harford called the roll. Present were: Trustees Bill Grear, Rita Minx, Ed Ramos, John Thill, Connie Travis, and Janine Witko.

VII. APPROVAL OF MINUTES

Trustee Thill moved to accept the Minutes of the Regular Board Meeting of January 27, 2020 as presented, seconded by Trustee Minx. Motion passed unanimously via voice vote.

VIII. SPECIAL REPORTS

NONE

IX. PUBLIC HEARINGS

NONE

X. RESIDENTS' COMMENTS (Agenda Items Only)

NONE

XI. PRESIDENT’S REPORT

1. Mayor DiMaria announced that the annual “Taste of Morton Grove” is coming soon! This year, it will be held on Thursday, March 12 at the White Eagle. Doors open at 5:30 p.m. Tickets are $35 in advance or $45 at the door, and are available online or at Village Hall.

2. Mayor DiMaria also announced that the next Neighborhood Outreach will be held on Thursday, February 20, at 6:00 p.m. at Edison School, 8200 Gross Point Road. This is a great opportunity to meet elected officials and department heads, discuss issues and concerns one-on-one, and learn more about what’s going on in and about the Village.
XI. **PRESIDENT’S REPORT** (continued)

3. Mayor DiMaria said that February is National Restaurant Month, so the Village will once again be drawing ten $25 gift cards for local diners to win. To enter, submit your receipt or pictures of you (and your family or friends) dining. Go to www.mortongroveil.org/dinermg to submit your entries. Winning entries will be drawn at a March Village Board meeting.

4. The mayor discussed the 2020 Census, noting that census results have an impact on planning and funding for the Village and regional concerns ranging from health clinics to highways, from emergency response to education programs, such as Head Start and college tuition assistance, and so much more. The 2020 Census is the first time you can respond online, as well as by phone or mail. The answers you provide are only used to produce statistics—the Census Bureau is not permitted to publicly release your responses in any way that could identify you or anyone else in your home.

   a. Mayor DiMaria said that, in mid-March, homes will begin receiving invitations to complete the Census. April 1, Census Day is observed nationwide. By this date, every home will have received an invitation to participate in the 2020 Census. Throughout April, Census takers will begin visiting collect students who live on campus, people living in senior centers, and others who live among large groups of people. Then, in May and July, Census takers will begin visiting homes that haven’t responded to the 2020 Census to help make sure everyone is counted.

   b. Mayor DiMaria reminded everyone to remember that the 2020 Census is more than a population count. It’s an opportunity to shape the future of our community. He said, “It’s vital to make sure all who are living in Morton Grove are counted.” He completed the 2020 Census Pledge and challenged all residents to do the same.

5. Mayor DiMaria announced that PACE is contemplating changes in its bus routes, one of which will affect Morton Grove. Route 210 is a PACE route running through the Village; it connects Glenbrook Hospital to Lincolnwood Town Center with stops down Waukegan, across Dempster, down Ferris, and along Lincoln Avenue. PACE is proposing to discontinue this route. Anyone who’d like to weigh in on this is invited to attend any of six public hearings occurring on February 11, and 18. Location and times of these events can be found at PaceBus.com or by calling PACE at 847-364-7223.

6. Mayor DiMaria said that the Niles Township District for Special Education is in search of para-professionals to work with students with diverse learning needs ages 3–21. If you’d like more information, please reach out to Tarin Kendrick at tkendrick@ntdse.org.

XII. **CLERK’S REPORT**

Clerk Harford announced that anyone interested in doing so can apply online for a mail ballot application for the upcoming Suburban Cook County Presidential Primary Election on March 17, 2020, or people can pick up paper copies of the mail ballot application at Village Hall. Both the paper applications and online applications must be completed and returned by Thursday, March 12, 2020. Paper applications should be returned to: Cook County Clerk’s Office, Mail Voting Unit, 69 W. Washington Street, Room 500, Chicago, IL 60602.
XIII. **STAFF REPORTS**

A. **Village Administrator:**

1. Mr. Czerwinski remarked, regarding the PACE bus route hearings, that PACE is looking to reduce the number of bus routes and wants to move to more of a "grid" pattern. PACE reports that ridership on the 210 bus has diminished significantly. Elimination of this bus route could impact Morton Grove and Skokie residents. Mr. Czerwinski said the Village is trying to persuade PACE to hold off on any changes until after Sawmill Station is up and running—with its retail and dining offerings plus a grocery store, some residents who want to get there may help increase the ridership on this route. He said he'd like to see PACE wait until 2021 or 2022 to make any changes.

2. Mr. Czerwinski then introduced **Ordinance 20-07, Amending Title 1, Chapter 8, of the Municipal Code by Adding a New Section 17 to be Entitled “Anti-Harassment Policy for Elected Officials.”**

   He explained that the Illinois General Assembly enacted Public Act 101-0221 on August 9, 2019, which requires each governmental unit to adopt a resolution/ordinance establishing an anti-harassment policy for public officials. This ordinance will adopt and incorporate the Act's required policy into the Municipal Code. Mr. Czerwinski said that staff is requesting the second reading of this Ordinance be waived.

   Trustee Minx moved to waive the second reading, seconded by Trustee Ramos.

   **Motion passed: 6 ayes, 0 nays.**

   Tr. Grear **aye**
   Tr. Thill **aye**
   Tr. Minx **aye**
   Tr. Travis **aye**
   Tr. Ramos **aye**
   Tr. Witko **aye**

   Trustee Witko then moved, seconded by Trustee Minx, to adopt Ordinance 20-07.

   **Motion passed: 6 ayes, 0 nays.**

   Tr. Grear **aye**
   Tr. Thill **aye**
   Tr. Minx **aye**
   Tr. Travis **aye**
   Tr. Ramos **aye**
   Tr. Witko **aye**

3. Mr. Czerwinski presented **Resolution 20-11, Authorizing a Land Use License Agreement with the Forest Preserve District of Cook County to Locate, Operate, and Maintain an Existing 160 Linear Feet of a 42 Inch Storm Sewer and Concrete Headwall Servicing the Sawmill Station Property and Running Through the Forest Preserve District Property.**

   a. He explained that IM Kensington MG LLC, a Delaware limited liability company has purchased the 26-acre former Prairie View Shopping Center and will be developing a new lifestyle center with new infrastructure, a 250-unit apartment building, and over 200,000 square feet of retail space which will include dining, shopping, and entertainment facilities, which shall be known as Sawmill Station. The Developer wants to obtain a license from the Cook County Forest Preserve District to locate, operate, and maintain an existing 160 linear feet of a 42-inch storm sewer and concrete headwall which shall service the Sawmill Station property over a portion of the Forest Preserve property to provide a storm water outfall into the North Branch Chicago River.
XIII.  STAFF REPORTS (continued)

A. Village Administrator (continued)

b. The Developer went to the Forest Preserve District, but they are only willing to grant the license to the Village, if the Village will act as the licensee. The Developer is willing and has agreed to reimburse the Village for all expenses with respect to the license, and will also indemnify and hold the Village harmless from any claims related to the License or the Developer’s construction, operation, maintenance, repair, or replacement of the Storm Sewer on or over the Forest Preserve property.

c. The License has a one-time fee of $18,267.72 minus a $500 application fee for a total outlay of $17,767.72, which shall be reimbursed by the Developer.

Trustee Minx moved to approve Resolution 20-11, seconded by Trustee Travis.

d. Trustee Grear asked when the Village would be reimbursed. Mr. Czerwinski said the Village will be reimbursed as the work occurs.

e. Trustee Thill asked about the Village being indemnified. Mr. Czerwinski said the indemnification will be transferred to the Developer. Mr. Czerwinski said this 42" sewer line has been in place since the 1960’s. The Metropolitan Water Reclamation District is on board with the water outfall into the North Branch Chicago River, as well as with the planned detention areas under the parking lot. The first inch of rain that falls will be retained on the property and slowly trickle into the river. There will be no digging and no trees will be impacted. This will be a vastly improved controlled environment than has been existing or that currently exists.

f. Trustee Thill asked if Sawmill Station would continue to allow the existing bike path. Mr. Czerwinski said that would probably be the next thing staff Village brings to the Village Board. The Developer is currently working on the Sawmill Station infrastructure. They will also be putting together some exhibits to make a hard surface (paved) connection from the bike path to the southeast corner of the shopping center. That area will include signage and be fenced appropriately. Trustee Thill noted that many people use the existing bike path, not only for biking, but jogging too. Mr. Czerwinski said that’s one of the top 10 things the Village inquired about. He said the Developer is fulfilling its obligations, and currently this is in design engineering review with the Cook County Forest Preserve District.

Mayor DiMaria called for the vote on Resolution 20-11.

Motion passed: 6 ayes, 0 nays.

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<thead>
<tr>
<th>Tr. Grear</th>
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<th>Tr. Minx</th>
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<th>Tr. Ramos</th>
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<td>Tr. Thill</td>
<td>aye</td>
<td>Tr. Travis</td>
<td>aye</td>
<td>Tr. Witko</td>
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B. Corporation Counsel:

Corporation Counsel Liston had no report this evening.
XIV. TRUSTEES' REPORTS

A. Trustee Grear:

1. Trustee Grear presented Ordinance 20-04, Amending Title 6, Chapter 7; Title 4, Chapter 3, Section 5; Title 1, Chapter 4, Section 2; and Title 5, Chapter 1, Section 3 of the Village of Morton Grove Municipal Code Relative to the Use and Distribution of Cannabis and Cannabis Products.

   This is the second reading of this Ordinance.

   a. Trustee Grear explained that, in order to comply with the State of Illinois Cannabis Regulation and Tax Act, which allows individuals over age 21 to lawfully possess and consume cannabis (subject to limitations), the Police Department has reviewed the Village's Code and has recommended several amendments to it. These changes including deleting broad prohibitions relating to the possession of cannabis and cannabis paraphernalia by persons over age 21; incorporating by reference the Illinois Cannabis Control Act, the Illinois Compassionate Use of Medical Cannabis Program Act, and the Illinois Cannabis Regulation and Tax Act; establishing fees in the event the Village allows Cannabis Business Establishments in the future; establishing fines for cannabis related violations; and amending Village Code provisions for administrative towing and impounding of vehicles to include felony possession of cannabis.

   Trustee Grear moved to adopt Ordinance 20-04, seconded by Trustee Thill.

   Motion passed: 6 ayes, 0 nays.

   | Tr. Grear | aye |
   | Tr. Thill | aye |
   | Tr. Minx  | aye |
   | Tr. Travis| aye |
   | Tr. Ramos | aye |
   | Tr. Witko | aye |

2. Trustee Grear invited anyone interested in getting an up-close look at what the Police Department does to sign up for the Village's 5th Citizens Police Academy, a 10-week program designed to give participants an understanding of the operation of the MG Police Department and a working knowledge of what law enforcement is all about. Classes are held once a week, on Tuesday evenings, and are approximately two hours long (6:30 p.m. to 8:30 p.m.). Classes are limited to 20 students, so anyone who is interested should register early. Register by calling Officers Jurasz or Lietz at 847-470-5200. The sessions are free, and the next session of the Citizens Police Academy begins on March 24 and ends on May 26.

B. Trustee Minx:

   Trustee Minx had no report this evening.

C. Trustee Ramos:

   Trustee Ramos had no report this evening.
XIV. TRUSTEES' REPORTS (continued)

D. Trustee Thill:

Trustee Thill had no report this evening.

E. Trustee Travis:


a. She explained that the MG Fire Department is a member of the Regional Emergency Dispatch (RED) Center for emergency dispatch services. RED Center will discontinue dispatching through the current T1 circuits by the end of 2020 and will solely utilize the G2 Fire Alerting System designed and manufactured by US Digital Designer of Tempe, AZ. The Village has received a proposal to purchase the G2 Fire Station Alerting System from US Digital Designs, including system licenses, hardware, controllers, components, and system configuration at a cost of $68,821.43 ($37,914.55 for Fire Station 4 and $30,906.88 for Fire Station 5).

b. The Village solicited proposals for the installation of these systems from Digicom Installations of Wauconda and Chicago Communications LLC of Elmhurst, who are the only authorized installers of the G2 Fire Alerting System. The proposal from Digicom Installations in the amount of $11,472 ($6,369 for Fire Station 4 and $5,103 for Fire Station 5) was the lowest responsible proposal, for a total to cost to purchase and install this equipment of $80,293.43.

c. Trustee Travis said this Resolution will authorize the Village Administrator to negotiate and enter into agreements with US Digital Designs for the purchase of G2 Fire Station Alerting System and Digicom Installations for the installation of the systems consistent with their proposals, and to approve the extended warranty agreement in the amount of $5,500 per year after the 18-month initial warranty expires.

Trustee Travis moved, seconded by Trustee Minx, to approve Resolution 20-05.

d. Trustee Ramos asked if the $5,500 per year warranty would cover both Station 4 and Station 5. Mr. Czerwinski responded that it would cover both.

e. Trustee Grear asked how many municipalities participated in the RED Center. Fire Chief Frank Rodgers said there are 14. Trustee Grear noted that all 14 would have to change out their current T1 circuits; was any thought given to having everyone get the same company?

f. Trustee Minx said she thought perhaps Trustee Grear was referring to getting discounted pricing if the G2 Fire Alerting Systems had been purchased “in bulk.” Chief Rodgers said, in this case, the Village wanted to get the best possible deal it could. Other municipalities are getting systems with more “bells and whistles,” Morton Grove is getting a basic system. And all the installations are personalized as well. It made more sense to do this independently of the rest of the RED Center municipalities.
XIV. TRUSTEES’ REPORTS (continued)

E. Trustee Travis: (continued)

Mayor DiMaria called for the vote on Resolution 20-05.

Motion passed: 6 ayes, 0 nays.

Tr. Grear  aye  Tr. Minx  aye  Tr. Ramos  aye  
Tr. Thill  aye  Tr. Travis  aye  Tr. Witko  aye  

2. Trustee Travis said that the Village’s Winter Photo Contest, sponsored by the Community Relations Commission, began January 1 and ends on March 31. There is no specific theme for the contest. She encouraged all Morton Grove residents to submit up to five entries. Photos can be emailed between now and March 31 to CRC@mortongroveil.org, or dropped off or mailed to Village Hall. The winning photos will be announced at an April Village Board meeting and will be enlarged, framed, and displayed at Village Hall.

Trustee Travis said the Community Relations Commission is always looking for additional community-minded residents to join them. The Commission meets the second Tuesday of every month at 6:30 p.m. in the 2nd floor conference room at Village Hall. Anyone interested in joining the Commission should reach out to her or contact the Commission’s chairperson, Arcelia Pimentel. The next meeting is tomorrow night.

F. Trustee Witko:


This is the second reading of this Ordinance.

a. Trustee Witko explained that a resident had contacted the Village, requesting that two-way stop signs be installed on Sayre Avenue at Beckwith Road. Village staff and the Traffic Safety Commission support this request.

Trustee Witko moved, seconded by Trustee Grear, to adopt Ordinance 20-05.

Motion passed: 6 ayes, 0 nays.

Tr. Grear  aye  Tr. Minx  aye  Tr. Ramos  aye  
Tr. Thill  aye  Tr. Travis  aye  Tr. Witko  aye  

2. Next, Trustee Witko presented Ordinance 20-06, Amending Title 5, Chapter 13, Article D Entitled “No Entry Streets;” Title 5, Chapter 13, Article F Entitled “Parking Restriction Streets;” Title 5, Chapter 13, Article J Entitled “Turn Restriction Streets;” and Title 5, Chapter 13, Article M Entitled “Traffic Schedules” of the Municipal Code of the Village of Morton Grove.
TRUSTEES' REPORTS (continued)

F. Trustee Witko: (continued)

   a. Trustee Witko explained that Edison School had made significant site improvements in 2018 which eliminate buses staging, standing, and parking on Village streets for the pick-up and delivery of students. Village officials worked with school officials about safety concerns they have on public streets with the new site circulation. Experimental regulations were implemented in August 2019 and were evaluated after several months to determine if they should be made permanent. Feedback was solicited from the public through the website, social media, and direct mail.

   b. The Traffic Safety Commission reviewed the matter at their January meeting and recommended making the temporary regulations permanent. This includes making parking restrictions on Central Avenue to eliminate bus parking and adding time restrictions for parking on Central Avenue. The regulations in this Ordinance are intended to prevent traffic during drop-off and pick-up times from entering Monroe Street westbound from Gross Point Road and Linder Avenue, prohibit left turns from southbound Central Avenue into Edison School’s northwest entrance, restrict parking near Edison School’s Central Avenue entrance, and amend several bus parking zones adjacent to the school.

Trustee Witko moved to adopt Ordinance 20-06, seconded by Trustee Travis.

Motion passed: 6 ayes, 0 nays.

Tr. Grear  aye  Tr. Minx  aye  Tr. Ramos  aye
Tr. Thill  aye  Tr. Travis  aye  Tr. Witko  aye

3. Next, Trustee Witko presented Resolution 20-06, Authorizing the Execution of a Contract with Geary Electric, Inc. to Install Five (5) Light Poles, Fixtures, and Controls at the American Legion Memorial Civic Center, 6140 Dempster, Morton Grove, IL.

   a. She explained that the field on the north side of the Civic Center is host not only to the Village’s annual Fourth of July Festival, but additional Village, American Legion, and Civic Center functions/events. Public Works has utilized existing trees to string lights for the Fourth of July event; however, due to attrition, stringing lights from one tree to the next will no longer be feasible. Public Works staff, assisted by Graybar Electronics and KSA Lighting, conducted a photometric study of the area to determine the appropriate level of lighting necessary to light the field adjacent to the north side of the Civic Center facility. Bid proposals were then advertised and four sealed bids were received, with Geary Electric, Inc. being the low bidder at $30,988. The Morton Grove Days Commission has agreed to reimburse the Village the full amount of $30,988 for this project. The Village will outlay the monies and be appropriately reimbursed by the Morton Grove Days Commission.

Trustee Witko moved, seconded by Trustee Travis, to approve Resolution 20-06.

b. Trustee Grear commented, as a member of the Morton Grove Days Commission, that he was very proud that the Commission was able to raise this money and pay for this much-needed project.

c. Trustee Thill asked if the lights would be shielded; he was concerned about the residents living adjacent to that field. Mr. Czerwinski said the lights would be appropriately shielded.
XIV. TRUSTEES’ REPORTS (continued)

F. **Trustee Witko: (continued)**

d. Trustee Thill also asked how this will impact the Civic Center. 
   Mr. Czerwinski said he felt that having a viable light source there would very likely increase rentals for parties and events.
   Mayor DiMaria called for the vote on Resolution 20-06.

   **Motion passed: 6 ayes, 0 nays.**

   | Tr. Grear | aye | Tr. Minx | aye | Tr. Ramos | aye |
   | Tr. Thill | aye | Tr. Travis | aye | Tr. Witko | aye |

4. Trustee Witko then presented **Resolution 20-07, Authorizing a Task Order with Ciorba Group, Inc. For Design and Construction Engineering Services for the 2020 Beckwith Bridge Rehabilitation.**

   a. She explained that the bridge on Beckwith Road over the North Branch Chicago River was inspected in 2019. The inspection identified eight necessary maintenance items. Public Works intends to complete seven of those items in 2020. The scope of the design and construction engineering for the repair work exceeds the capacity of Village staff.

   b. Trustee Witko said that Resolution 15-66, approved in October of 2015, authorizes staff to negotiate a task order contract with Ciorba Group, Inc. for professional engineering services. Ciorba Group, Inc. is the Village’s bridge program manager and has satisfactorily managed rehabilitation work on the bridge in the past. The plans will include abutment repairs, superstructure repairs, and full depth deck patches and overlay replacement. The construction work is planned to be completed in the summer of 2020. This engineering work will cost $25,932.

   Trustee Witko moved to approve Resolution 20-07, seconded by Trustee Travis.

   c. Trustee Thill asked if it’s known yet what the full cost of repairs will be. Mr. Czerwinski said we have to do the engineering work first.

   d. Trustee Thill wondered if these repairs are necessary due to the tonnage of the trucks using the bridge. He wondered if the Village could put weight restrictions on Waukegan Road and Austin Avenue to deter heavier trucks from using the Beckwith Road bridge. Mr. Czerwinski responded that there are already weight restrictions in place. He added that, the State requires the Village to inspect the bridge and do an engineering study every three years. He said it’s right for the Village to be proactive in this matter, not reactive.

   d. Trustee Minx confirmed that this is the only bridge the Village is responsible for. Mr. Czerwinski said that’s correct.

   Mayor DiMaria called for the vote on Resolution 20-07.

   **Motion passed: 6 ayes, 0 nays.**

   | Tr. Grear | aye | Tr. Minx | aye | Tr. Ramos | aye |
   | Tr. Thill | aye | Tr. Travis | aye | Tr. Witko | aye |
TRUSTEES' REPORTS (continued)

F.  Trustee Witko: (continued)

5. Trustee Witko presented Resolution 20-08, Authorizing Participation in the Northern Illinois Municipal Electric Collaborative (NIMEC) and Authorizing the Village Administrator to Approve a Contract for Electricity for Village-Owned Buildings and Parking Lot Lighting Infrastructure.

   a. She explained that, since Illinois deregulated the purchase of electricity in 2007, electricity suppliers have been able to compete against Commonwealth Edison for the purchase of electricity. ComEd no longer offers a fixed energy rate for large or medium sized commercial Accounts. Thus, in 2017, in order to secure a fixed rate for electricity for municipal buildings and parking lot lighting infrastructure, the Village evaluated qualified electrical energy brokers and selected Northern Illinois Municipal Electric Collaborative (NIMEC) to serve as its electrical energy broker. Village staff has recommended the Village continue to use NIMEC as its electrical energy broker in 2020.

   b. Trustee Witko said this Resolution will designate NIMEC as the Village’s broker for purposes of obtaining electricity. Due to time constraints and procedures required for the acceptance of a competitive bid for the supply of electricity, this Resolution will also authorize the Village Administrator to negotiate and execute a contract with the most optimal bidder for the acquisition of electrical energy for Village-owned buildings and parking lot lighting infrastructure for a term of up to 36 months. This authority shall begin up the adoption of this resolution and terminate at the end of the current calendar year.

   Trustee Witko moved to adopt Resolution 20-08, seconded by Trustee Minx.

   c. Trustee Thill asked if it was State law that prohibited municipal buildings from being included in the Aggregation Program. Mr. Czerwinski said it's not a law; it's an option. He said the Village is currently getting electricity from ComEd, but NIMEC will be searching other providers in order for the Village to negotiate the best possible price for electricity.

   Mayor DiMaria called for the vote on Resolution 20-08.

   Motion passed: 6 ayes, 0 nays.

   | Tr. Grear    | aye | Tr. Minx | aye | Tr. Ramos | aye |
   | Tr. Thill    | aye | Tr. Travis | aye | Tr. Witko | aye |


   a. She explained that the Water Division of the Public Works Department is responsible for keeping the water distribution system's fire hydrants running at peak performance. Over the last five years, the Water Division has increased the replacement of aging fire hydrants throughout the system. Some hydrants are over 90 years old and parts are either unavailable or are cost-prohibitive. Due to the overall cost of replacement parts, changing out these hydrants will result in a long term cost savings for the Village.

   b. Trustee Witko said that, on January 23, 2020, Public Works received bids from five vendors for the purchase of fire hydrants for the 2020 Fire Hydrant Replacement Program. Water Products Company was selected as the low bidder in the amount of $132,030.
TRUSTEES’ REPORTS (continued)

F.  **Trustee Witko:** (continued)

    Trustee Witko moved, seconded by Trustee Travis, to approve Resolution 20-09.

c.  Trustee Ramos asked about the number of hydrants in the Village. Public Works Director Joe Dahm said there are approximately 1,150 fire hydrants in the Village.

d.  Trustee Thill commented that he had watched Public Works change out a fire hydrant, and complimented them on their efficiency in doing so.

Mayor DiMaria called for the vote on Resolution 20-09.

Motion passed: 6 ayes, 0 nays.

| Tr. Grear | aye | Tr. Minx | aye | Tr. Ramos | aye |
| Tr. Thill | aye | Tr. Travis | aye | Tr. Witko | aye |

7.  Lastly, Trustee Witko presented **Resolution 20-10, Authorizing the Execution of a Contract With Instiufm Technologies USA, LLC for the 2020 Sewer Lining Program.**

a.  She explained that the Village has an annual program, dependent on funding appropriations. To perform sewer lining in order to maintain the flow capacity of the Village’s sewer pipe infrastructure. This contract was bid through a public process in accordance with Village Code. The low bidder is Instiufm Technologies USA, LLC, from Chesterfield, Missouri, with a bid amount of $185,431.20. This is $44,511.20 less than the engineer’s estimate of cost and $64,568.80 less than the budgeted amount. The contract documents include a provision allowing the Village to increase the amount of work included in the contract, and Instiufm Technologies is agreeable to doing so. Public Works considers it advantageous to utilize the full amount of the budgeted funds and proposes to increase the length of the sewers to be lined.

b.  Trustee Witko said the estimated contract value is $250,000, but since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

    Trustee Witko moved to approve Resolution 20-10, seconded by Trustee Travis.

Motion passed: 6 ayes, 0 nays.

| Tr. Grear | aye | Tr. Minx | aye | Tr. Ramos | aye |
| Tr. Thill | aye | Tr. Travis | aye | Tr. Witko | aye |

XV.  **OTHER BUSINESS**

Trustee Thill noted that, in yesterday’s Tribune, there was an article about the restoration of forest preserves, which is something he strongly advocates for. He encouraged everyone to read the article, saying “if more people know about this, more might come out to help on our work days.”
XVI. **WARRANTS**

Trustee Minx presented the Warrant Register for February 10, 2020 in the amount of $841,881.45. She moved that the Warrants be approved as presented, seconded by Trustee Ramos.

Motion passed: 6 ayes, 0 nays.

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<thead>
<tr>
<th>Tr. Grear</th>
<th>aye</th>
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<tr>
<td>Tr. Thill</td>
<td>aye</td>
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<th>Tr. Minx</th>
<th>aye</th>
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<td>Tr. Travis</td>
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<th>Tr. Ramos</th>
<th>aye</th>
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<tr>
<td>Tr. Witko</td>
<td>aye</td>
</tr>
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XVII. **RESIDENTS' COMMENTS**

NONE

XVIII. **ADJOURNMENT**

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

Motion passed unanimously via voice vote.

The meeting adjourned at 7:45 p.m.
PASSED this 24th day of February, 2020.

Trustee Grear
Trustee Minx
Trustee Ramos
Trustee Thill
Trustee Travis
Trustee Witko

APPROVED by me this 24th day of February, 2020.

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

APPROVED and FILED in my office this 25th day of February, 2020.

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

Resolution 20-12

AUTHORIZING THE VILLAGE OF MORTON GROVE
TO ENTER INTO AN AMENDED AND RESTATED
INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT
FOR THE NORTH REGIONAL MAJOR CRIMES TASK FORCE
AND TO APPROVE ITS AMENDED BYLAWS

Introduced: February 24, 2020

Purpose: To update the North Regional Major Crimes Task Force’s (NORTAF) bylaws and amend, restate, and replace the Original Agreement primarily to include additional provisions for legal defenses and indemnification.

Background: In 1997 pursuant to Resolution 97-03, The Village joined the North Regional Major Crimes Task Force (NORTAF), which provides its members with enhanced access to facilities, programs, and assistance when a law enforcement incident or investigation necessitates additional resources, equipment, and personnel. Current members of NORTAF include the Village of Morton Grove, the City of Evanston, and the Villages of Glencoe, Glenview, Kenilworth, Lincolnwood, Niles, Northbrook, Northfield, Skokie, Wilmette, and Winnetka. This resolution will approve an updated bylaws and amended intergovernmental agreement among NORTAF’s members to provide legal defenses and indemnification for NOTAF members.

Programs, Departments or Groups Affected: Police Department

Fiscal Impact: Not Applicable

Source of Funds: Not Applicable

Workload Impact: The management and supervision of this amended and restated intergovernmental police assistance agreement will be done by the Police Department as part of their normal operations.

Admin Recommend: Approval as presented.

Second Reading: Not required

Special Considerations or Requirements: None

Respectfully submitted: Ralph E. Czerwinski, Village Administrator

Prepared by: Michael Simo, Chief of Police

Reviewed by: Teresa Hoffman Liston, Corporation Counsel
RESOLUTION 20-12

AUTHORIZING THE VILLAGE OF MORTON GROVE
TO ENTER INTO AN AMENDED AND RESTATED
INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT
FOR THE NORTH REGIONAL MAJOR CRIMES TASK FORCE
AND TO APPROVE ITS AMENDED BYLAWS

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, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental
Cooperation Act (5 ILCS 220/1 et seq.), and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code
(65 ILCS 5/1-4-6 and 5/11-1-2.1), authorize and encourage intergovernmental cooperation among law
enforcement agencies to respond to, investigate, and solve crimes; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the
Intergovernmental Cooperation Act, the Corporate Authorities of the Village of Morton Grove, pursuant
to Resolution 97-3, approved and entered into a certain Intergovernmental Police Assistance Agreement
to form the North Regional Major Crimes Task Force ("NORTAF") to allow and govern the cooperation
of the NORTAF members when a law enforcement incident or investigation necessitates additional
resources, equipment, and personnel (the "Original Agreement"); and

WHEREAS, the Original Agreement was made in recognition of the fact that local law
enforcement capabilities are enhanced by having access to regionalized facilities, programs, and the
assistance of other departments; and

WHEREAS, the purpose of the Original Agreement and of this Agreement is to provide the
means whereby enhanced access to facilities, programs, and assistance is provided through the
intergovernmental cooperation of the NORTAF members; and

WHEREAS, the current NORTAF members include the Village of Morton Grove, and the City
of Evanston, and the Villages of Glencoe, Glenview, Kenilworth, Lincolnwood, Niles, Northbrook,
Northfield, Skokie, Wilmette, and Winnetka (the "Members"); and

WHEREAS, the members now desire to update NORTAF's bylaws and amend, restate, and
replace the Original Agreement with the terms and provisions of this Agreement primarily to include
additional provisions for legal defenses and indemnification.

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

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

SECTION 2: The Village Administrator and the Chief of Police are hereby authorized to execute an Amended and Restated Intergovernmental Police Assistance Agreement which has been attached hereto as Exhibit "A".

SECTION 3: The Corporate Authorities hereby approve the revised Bylaws of the North Regional Major Crimes Task Force which have been attached hereto as Exhibit "B".

SECTION 4: This Resolution shall take effect immediately upon its passage and approval, and the entry of the municipality into the Intergovernmental Police Assistance Agreement shall take place in accordance with Section 8 of that Agreement.

SECTION 4: This Resolution shall be in full force and effect from and after its adoption.

PASSED this 24th day of February 2020.

Trustee Grear
Trustee Minx
Trustee Ramos
Trustee Thill
Trustee Travis
Trustee Witko

APPROVED by me this 24th day of February 2020

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

ATTESTED and FILED in my office
This 25th day of February 2020

Eileen Scanlon Harford, Village Clerk
Village of Morton Grove
Cook County, Illinois
AMENDED AND RESTATED INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT
(North Regional Major Crimes Task Force)

This AMENDED AND RESTATED INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2020 ("Effective Date") by and among the CITY OF EVANSTON, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF GLENCOE, ILLINOIS, an Illinois municipal corporation, the VILLAGE OF GLENVIEW, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF KENILWORTH, ILLINOIS, an Illinois municipal corporation, the VILLAGE OF LINCOLNWOOD, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF MORTON GROVE, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF NILES, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF NORTHBROOK, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF NORTHFIELD, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF SKOKIE, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF WILMETTE, ILLINOIS, an Illinois home rule municipal corporation, and the VILLAGE OF WINNETKA, ILLINOIS, an Illinois home rule municipal corporation (collectively, the "Members").

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1), authorize and encourage intergovernmental cooperation among law enforcement agencies to respond to, investigate, and solve crimes; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, the Members entered into that certain Intergovernmental Police Assistance Agreement in 1997 ("Original Agreement") to form the North Regional Major Crimes Task Force ("NORTAF") to allow and govern the cooperation of the Members when a law enforcement incident or investigation necessitates additional resources, equipment, and personnel; and

WHEREAS, the Original Agreement was made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments; and

WHEREAS, the purpose of the Original Agreement and of this Agreement is to provide the means whereby enhanced access to facilities, programs and assistance is provided through the intergovernmental cooperation of the Members; and

WHEREAS, the Members now desire to amend, restate, and replace the Original Agreement with the terms and provisions of this Agreement; and
AMENDED AND RESTATEMENT INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT
(North Regional Major Crimes Task Force)

This AMENDED AND RESTATEMENT INTERGOVERNMENTAL POLICE ASSISTANCE AGREEMENT ("Agreement") is made and entered into as of the 1st day of January, 2020 ("Effective Date") by and among the CITY OF EVANSTON, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF GLENCOE, ILLINOIS, an Illinois municipal corporation, the VILLAGE OF GLENVIEW, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF KENILWORTH, ILLINOIS, an Illinois municipal corporation, the VILLAGE OF LINCOLNWOOD, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF MORTON GROVE, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF NILES, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF NORTHFIELD, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF NORTHBROOK, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF SKOKIE, ILLINOIS, an Illinois home rule municipal corporation, the VILLAGE OF WILMETTE, ILLINOIS, an Illinois home rule municipal corporation, and the VILLAGE OF WINNETKA, ILLINOIS, an Illinois home rule municipal corporation (collectively, the "Members").

RECITALS:

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970, the Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), and Sections 1-4-6 and 11-1-2.1 of the Illinois Municipal Code (65 ILCS 5/1-4-6 and 5/11-1-2.1), authorize and encourage intergovernmental cooperation among law enforcement agencies to respond to, investigate, and solve crimes; and

WHEREAS, pursuant to Article VII, Section 10 of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act, the Members entered into that certain Intergovernmental Police Assistance Agreement in 1997 ("Original Agreement") to form the North Regional Major Crimes Task Force ("NORTAF") to allow and govern the cooperation of the Members when a law enforcement incident or investigation necessitates additional resources, equipment, and personnel; and

WHEREAS, the Original Agreement was made in recognition of the fact that local law enforcement capabilities are enhanced by having access to regionalized facilities, programs and the assistance of other departments; and

WHEREAS, the purpose of the Original Agreement and of this Agreement is to provide the means whereby enhanced access to facilities, programs and assistance is provided through the intergovernmental cooperation of the Members; and

WHEREAS, the Members now desire to amend, restate, and replace the Original Agreement with the terms and provisions of this Agreement; and
NOW, THEREFORE, in consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Members agree as follows:

SECTION 1: INCORPORATION OF RECITALS

The foregoing recitals are material to this Agreement and are incorporated into this Agreement and as if fully stated herein.

SECTION 2: DEFINITIONS

For purposes of this Agreement, the following terms shall be defined as set forth in this section unless a different meaning is required by context:

A. Bylaws. “Bylaws of the North Regional Major Crime Task Force,” which may be amended from time to time.

B. Police Assistance. Law enforcement assistance provided by any Member to any other Member, which shall include, but not be limited to, the assignment of sworn and/or civilian personnel and the use of equipment for such assistance as back-up on traffic stops, investigations, establishment of regionalized operations or administrative programs, and major crime task forces developed pursuant to this Agreement, the Bylaws, and the Operation Plan to be established pursuant to Section 7.C of this Agreement.

C. Requesting Municipality. A Member that requests police assistance from another Member pursuant to this Agreement.

D. Aiding Municipality. A Member that provides police assistance to another Member pursuant to this Agreement.

SECTION 3: RIGHTS OF PARTICIPATING MUNICIPALITIES

The rights of each Member shall be as set forth in this Section and shall be exercised by and through the actions of the Chief of Police of each respective Member or his or her designee.

A. Any Member may request police assistance from any one or more Members when, in the judgment of the Requesting Municipality, such assistance is necessary.

B. Any Member may render aid to any one or more Member to the extent available personnel and equipment are not required for the adequate protection of the Aiding Municipality. The judgment of the Aiding Municipality as to the amount of personnel and equipment available to the Requesting Municipality, shall be final.

C. The Chief of Police of the Requesting Municipality, or his or her designee, shall be authorized to direct the actions of those sworn or civilian personnel of any Aiding Municipality that are providing police assistance pursuant to this Agreement.
D. Nothing in this Agreement shall prevent any Member from cooperating with any other municipality, regardless of whether it is a Member of NORTAF, nor shall anything in this Agreement prevent any Member from acting jointly or in cooperation with any other local, state or federal unit of government or agency thereof, to the fullest extent permitted by law.

SECTION 4: AUTHORITY OF SWORN POLICE PERSONNEL

Any sworn police officers of an Aiding Municipality providing police assistance to a Requesting Municipality under this Agreement shall have all of the powers of police officers of any Requesting Municipality, including the power of arrest, and are subject to the direction of the Chief of Police of the Requesting Municipality.

SECTION 5: COMPENSATION BETWEEN MEMBERS

A. Except as hereinafter provided, the assistance provided by any Aiding Municipality under this Agreement shall be rendered without charge to the Requesting Municipality or any other Member.

B. An Aiding Municipality may request payment or indemnification from a Requesting Municipality when the Aiding Municipality has incurred unusual or burdensome costs in providing assistance to the Requesting Municipality. The payment of such costs shall be at the discretion of the corporate authorities of the Requesting Municipality.

SECTION 6: RESPONSIBILITIES OF MEMBERS

The responsibilities of each Member shall be as set forth in this Section.

A. Responsibility for Employees. Each Member shall assume the responsibility for the actions of its sworn or civilian personnel acting pursuant to this Agreement, both as to indemnification of sworn or civilian personnel and as to the payment of benefits to such sworn or civilian personnel, all to the same extent as such personnel are protected, insured, indemnified and otherwise provided for when acting within the Member municipalities’ respective corporate limits.

B. Compensation of Employees. Each Member shall be responsible for the payment of all benefits to all of its sworn and civilian personnel acting pursuant to this Agreement, including but not limited to the payment of wages, salaries, disability payments, pension benefits, workers’ compensation claims, and claims for damage to or destruction of equipment and clothing, and claims for medical expenses. The Requesting Municipality is not responsible for the compensation or benefits of employees of other Members when those employees are assigned to assist the Requesting Municipality.

C. Assessment Fees. Each Member shall pay annual dues adopted by the Board of Directors in accordance with the Bylaws.

D. Insurance. Each Member shall procure and maintain, at its sole and exclusive expense, insurance coverage which covers itself, personnel, equipment, and for its liability for its participation in providing personnel and equipment to NORTAF pursuant to this Agreement.
SECTION 7: BOARD OF DIRECTORS; OPERATION PLAN

A. Membership on NORTAF Board of Directors. The Chief of Police of each Member shall constitute the Board of Directors of NORTAF. ("Board of Directors").

B. Bylaws. The “Bylaws of the North Regional Major Crime Task Force” attached to this Agreement as Attachment A ("Bylaws") are hereby approved by the Members and shall supersede and replace any bylaws previously approved by the Members or the Board of Directors. The Bylaws may be subsequently amended upon a two-thirds vote of the directors on the Board of Directors present, provided that the proposed amendment and notice of the meeting shall have been sent to the directors on the Board of Directors not less than 15 days prior to the meeting, and that any proposed amendment does not conflict with this Agreement. In an event of a conflict between the Bylaws and this Agreement, this Agreement controls.

C. Operation Plan. The Board of Directors shall establish an operation plan for implementing this Agreement, which shall include, without limitation, the procedures for requesting, rendering and receiving aid ("Operation Plan"). The Operation Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.

SECTION 8: NORTAF TASK FORCES

A. Task Forces. The NORTAF Board of Directors may create subunits to address different types of crimes ("Task Forces"). As of the date of this Agreement, NORTAF consists of the following Task Forces:

1. NORTAF Violent Crimes Task Force;
2. NORTAF Burglary Task Force ("Burglary Task Force"); and
3. NORTAF Major Crash Assistance Team ("MCAT").

(collectively, the "Task Forces."). All Members shall be a member of and participate in all of the Task Forces.

B. Task Force Operations. The Task Forces shall be operated in accordance with the Bylaws and Operation Plan.

C. Participation in Burglary Task Force by Non-Members. Law enforcement agencies that are not members of NORTAF may join the Burglary Task force upon the approval by a two-thirds vote of the NORTAF Board of Directors. Participation by non-members shall be upon the terms and conditions determined by the Board of Directors.

D. Modification of Jurisdiction or Dissolution. The NORTAF Board of Directors may modify the jurisdiction of, or dissolve, any Task Force.
SECTION 9: NORTAF NOT A LEGAL ENTITY

A. NORTAF Not a Legal Entity. The Members acknowledge and agree that they have entered into, and constructed this Agreement, with the purpose, intent, and in a manner to allow intergovernmental cooperation while not creating a legal entity or separate public body. The Members further acknowledge and agree that by entering into this Agreement, the Members are agreeing to provide each other intergovernmental cooperation pursuant to the terms of this Agreement only, and are not authorizing NORTAF or its Board of Directors to take any actions that would confer legal entity or public body status on NORTAF.

B. NORTAF Cannot Be Sued.

1. The Members acknowledge and agree that NORTAF is not a legal entity that can sue or be sued. If the event that NORTAF is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to any Member, no Member shall take any action or position that is contrary to this Section 9; rather, all Members hereby agree that unless and until a court of competent jurisdiction rules otherwise, the Members shall not take the position that NORTAF is a legal entity, public body, or can sue or be sued.

2. In the event NORTAF is named as a party to a lawsuit, claim, or action, either individually or as a co-defendant to any Member, the Requesting Municipality, at its sole cost and expense, shall file a limited appearance on behalf of NORTAF for the sole purpose of seeking a dismissal of the lawsuit, claim, or action on the grounds that NORTAF is not a legal entity and therefore cannot be sued.

C. Payment of Costs. If, and only if, a court or other tribunal of competent jurisdiction determines that NORTAF can be sued as an independent entity related to an incident or matter in which a Requesting Municipality requested aid from Aiding Municipalities pursuant to this IGA:

1. The Board of Directors shall retain defense counsel to represent NORTAF in such lawsuit, claim, or action, and the Requesting Municipality shall be responsible for paying within 30 days upon receipt of notice from NORTAF, all costs of defense, including, without limitation, all legal fees, during the pendency of such lawsuit, claim, or action; and

2. At the conclusion of any lawsuit, claim, or legal action, all costs of defense, settlements, and judgements against NORTAF shall be divided amongst the Requesting Municipality and Aiding Municipalities that participated in the activities or investigation subject of the lawsuit, claim, or action in equal amounts and paid within 30 days of receipt of notice.

SECTION 10: NEW MEMBERS/WITHDRAWAL/DISSOLUTION

A. New Members. Law enforcement agencies may join NORTAF by: (i) a two-thirds vote of the Board of Directors; and (ii) by executing this Agreement.
B. Withdrawal. A Member may withdraw from NORTAF and this Agreement by providing the Board of Directors written notice one year prior to the effective date of such withdrawal. A Member's obligations set forth in Section 9 of this Agreement related to an incident or investigation that occurred prior to such withdrawal shall survive such withdrawal.

C. Termination of Membership. Members who breach the Agreement or fail to abide by the Bylaws may be suspended or expelled from membership by a two-thirds vote of the Board of Directors.

D. Dissolution of NORTAF. If at any regular meeting, or at a special meeting called for the purpose of dissolution, two-thirds of the Board of Directors vote in favor of dissolution of NORTAF, NORTAF shall be dissolved and this Agreement terminated within 30 days, provided notice of the meeting shall have been sent to the Members not less than 15 days prior to the meeting. Members' obligations set forth in Section 9 of this Agreement related to an incident or investigation that occurred prior to such dissolution and termination of this Agreement shall survive such dissolution and termination.

SECTION 11: GENERAL PROVISIONS

A. Amendments. This Agreement may be amended from time to time by resolution of the corporate authorities of each Member. Any amendment not adopted and approved by all Members shall not be effective. The effective date of any amendment shall be the date as of which all Members have approved the amendment.

B. Entire Agreement. This Agreement constitutes the entire agreement between the Members and supersedes and replaces all prior agreements (including, without limitation, the Original Agreement), negotiations and discussions between the Members relative to the subject matter hereof.

C. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

[SIGNATURE PAGES FOLLOW]
IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day of ________, 2020.

CITY OF EVANSTON

______________________________
Stephen H. Hagerty, Mayor

______________________________
Date

ATTEST:

______________________________
City Clerk

______________________________
Date
IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day of _________, 2020.

VILLAGE OF GLENCOE

______________________________
Lawrence Levin, Village President

______________________________
Date

ATTEST:

______________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this _____ day of
________________, 2020.

VILLAGE OF GLENVIEW

________________________
James Patterson, Village President

________________________
Date

ATTEST:

________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ___ day of ________, 2020.

VILLAGE OF KENILWORTH

____________________________________
Ann Potter, Village President

____________________________________
Date

ATTEST:

____________________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day of ________, 2020.

VILLAGE OF LINCOLNWOOD

__________________________
Barry Bass, Village President

__________________________
Date

ATTEST:

__________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day of ____________, 2020.

VILLAGE OF MORTON GROVE

________________________________________
Daniel DiMaria, Village President

________________________________________
Date

ATTEST:

________________________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ___ day of
______________, 2020.

VILLAGE OF NILES

__________________________
Andrew Przybylo, Mayor

__________________________
Date

ATTEST:

__________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ___ day of
______________, 2020.

VILLAGE OF NORTHBROOK

Sandra Frum, Village President

__________________________
Date

ATTEST:

__________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ___ day of __________, 2020.

VILLAGE OF NORTHFIELD

Joan Frazier, Village President

________________________________________
Date

ATTEST:

________________________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day of _____________, 2020.

VILLAGE OF SKOKIE

________________________________________
George Van Dusen, Mayor

________________________________________
Date

ATTEST:

________________________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ___ day of
____________, 2020.

VILLAGE OF WILMETTE

______________________________
Robert Bielinski, Village President

______________________________
Date

ATTEST:

______________________________
Village Clerk
IN WITNESS WHEREOF, this Agreement has been duly executed this ____ day of ______________, 2020.

VILLAGE OF WINNETKA

______________________________
Christopher Rintz, Village President

______________________________
Date

ATTEST:

______________________________
Village Clerk
ATTACHMENT A

BYLAWS
BYLAWS OF THE
NORTH REGIONAL MAJOR CRIME TASK FORCE
(NORTAF)
REVISED: __________

ARTICLE I — PURPOSE AND DEFINITIONS

Section 1 Purpose. The purpose of these Bylaws is to establish rules for operation of the North Regional Major Crimes Task Force ("NORTAF"), as required by Section 7.B of the Amended and Restated Intergovernmental Police Assistance Agreement dated January 1, 2020 ("Agreement").

Section 2 Definitions. For purposes of these Bylaws, the following terms shall be defined as follows:

A. "Aiding Municipality" is defined as a Member that provides police assistance pursuant to the Agreement.

B. "Investigators" are defined as investigators designated by a Task Force to conduct an independent investigation of a fatal Officer Involved Shooting ("OIS"), Officer Involved Death ("OID"), or Officer Involved Criminal Sexual Assault.

C. "Law Enforcement Officer", "Officer", "Law Enforcement Agency", "Officer Involved Death", and "Officer Involved Shooting" are defined in the Police and Community Relations Improvement Act (50 ILCS 727/1 et seq.).

D. "Major Crimes" are defined as homicide, non-parental kidnappings, mass casualty incidents or other acts of violence with multiple victims that are beyond the investigative capabilities of a Member.

E. "Members" are defined as the parties to the Agreement.

F. "Officer Involved Criminal Sexual Assault" is defined in the Law Enforcement Criminal Sexual Assault Investigation Act (5 ILCS 815/1 et seq.).

G. "Requesting Municipality" is defined as a Member that requests police assistance pursuant to the Agreement.

H. "Task Forces" are defined, collectively, as the NORTAF Violent Crimes Task Force, NORTAF Burglary Task Force, and NORTAF Major Crash Assistance Team ("MCAT"), as created by Section 8 of the Agreement.

Section 3 Task Forces. The purpose of NORTAF is to provide a "task force" system to provide mutual aid among the Members for the investigation of the following:

A. Major Crimes;
B. Fatal or non-fatal Officer Involved Shootings and Officer Involved Death if the case is not accepted for investigation by the Illinois State Police Public Integrity Task Force ("PITF"). It is expected that in most instances the Requesting Municipality will first contact PITF for assistance, and contact NORTAF if PITF assistance is delayed, denied or unavailable;¹

C. Incidents of Officer Involved Criminal Sexual Assaults that the Requesting Municipality is prohibited by law from investigating.

D. Burglary in which a suspected offender or organization of offenders is reasonably believed to be operating within three or more Member communities;

E. Fatal or serious injury vehicle crashes; and

F. Other types of crimes and incidents approved by the Board of Directors.

ARTICLE II - AUTHORITY

NORTAF is chartered by the North Regional Police Assistance Consortium (NORPAC), pursuant to the Agreement.

ARTICLE III - BOARD OF DIRECTORS

Section 1. Membership. The Board of Directors set forth in Section 7.A of the Agreement shall consist of the Chiefs of Police of the Members ("Directors"), and shall have the authorities provided by these Bylaws and to take all appropriate actions and to perform all duties to accomplish the purpose of NORTAF.

Section 2. A Director of the Board of Directors may designate an alternate to act in the Director's absence, including voting, at any meeting of the Board of Directors. Designation shall be made in writing and presented to the presiding officer at any meeting prior to participating in any vote or, written designation may be filed with the Chairman. Designation remains valid until cancelled in writing by the Director.

Section 3. Executive Board. The Board of Directors shall elect an executive board consisting of a Chairman, Vice-Chairman, and Secretary-Treasurer ("Executive Board"). Each member of the Executive Board shall hold office for a term of two years and until a successor has been elected. Should a vacancy occur on the Executive Board, a special meeting of the Board of Directors shall be called to elect a successor for the remainder of the term of office.

¹ The investigation conducted by NORTAF and its applicable Task Force will be limited to the actual OIS/OID case, and not the underlying event (criminal or accidental event) that led up to the OIS/OID. The investigation of the underlying event is the responsibility of the Requesting Municipality.
Section 4  Operation Plan. The Board of Directors shall adopt an operation plan as set forth in Section 7.C of the Agreement ("Operation Plan"), which Operation Plan shall include, but not be limited to, the procedures for requesting, rendering and receiving aid. The Operation Plan shall be reviewed, updated and evaluated by the Board of Directors at regular intervals.

ARTICLE IV - TASK FORCE/ STAFF

Section 1. Task Force Leadership. The command staff of each of the Task Forces will consist of a Task Force Commander and an Operations Supervisor, each of whom shall be appointed by the Board of Directors.

Section 2. Staffing and Personnel. The operations staff of a Task Force shall consist of those police personnel assigned to the Task Force as Investigators, forensic specialists, analysts, and other such classifications as may be established by the Board of Directors. Members of the operations staff of each Task Force shall be appointed by the Task Force Commander, with approval of the Executive Board.

Section 3. Task Force Vacancies. When a vacancy exists on a Task Force, it shall be the responsibility of the Task Force Commander to establish a selection committee of Task Force personnel to screen applicants for the position, and recommend candidates to the Executive Committee. Selection of new personnel will be done in an expeditious manner with the names of prospective new members forwarded to the Executive Committee as soon as possible.

Section 4. Functions. The functions of the task force staff shall be established through job descriptions approved by the Board of Directors.

Section 5. Investigators.

A. The lead Investigator for an OID or use of OIS shall, at a minimum, be certified by the Illinois Law Enforcement Training and Standards Board ("ILETSB") as a Lead Homicide Investigator, or similar training approved by the ILETSB or the Department of State Police, or similar training provided at an ILETSB certified school, as required by 50 ILCS 727/1-10(b).

B. The lead Investigator for an Officer Involved Criminal Sexual Assault incident shall have completed a specialized sexual assault and sexual abuse investigation training program approved by the ILETSB or similar training program approved by the Department of State Police.

C. For investigations of officer-involved deaths that included a motor vehicle accident, at least one Investigator shall be certified by the ILETSB as a Traffic Crash Reconstruction Specialist, or received similar training approved by the ILETSB or the Department of State Police, or similar training provided at an ILETSB certified school.
Further, for such investigations, a Traffic Crash Reconstruction Specialist shall be requested from the NORTAF Major Crash Assistance Team.

D. No Investigator employed by a Requesting Municipality may be assigned by a Task Force to investigate an OID, OIS, or Officer Involved Criminal Sexual Assault incident that involves the Requesting Municipality or any officer or employee thereof.

Section 6. Removal of Task Force Officer.

A. In the event an officer on a Task Force is no longer employed by a Member, or a Member removes an officer assigned to a Task Force for routine administrative reasons, such as a request for reassignment from the officer, promotion, or retirement, the Member shall (when practical) provide 30 days advance notice to the Executive Committee. Upon removal of an officer assigned to a Task Force, the Member will submit the names of qualified candidates to the Task Force Commander for screening and consideration for assignment to the Task Force.

B. An officer assigned to a Task Force may be removed without 30 days’ notice by a Member or the Executive Committee for misconduct-related reasons or other exigent circumstances, and the Member is expected to provide a replacement within a reasonable period of time. Immediately upon becoming aware of said issue, the Member’s Police Chief or their representative shall inform the Executive Committee of any disciplinary issue involving an officer assigned Task Force that may interfere with the officer’s ability to fulfill his or her duties on the Task Force.

ARTICLE V - ACTIVATION

Section 1. Activation Request. A Task Force shall be activated upon request of the Chief of Police of a Requesting Municipality, or his authorized representative, if the request is received within eight (8) hours of the crime being discovered, and the crime scene is still under the control of the Requesting Municipality. Such request shall be made to the applicable Task Force Commander or, in his or her absence, the applicable Operations Supervisor or such other person designated by the Chairman.

Section 2. Refusal to Activate Task Force. In the event any of the Task Force Commanders determine that activation of the Task Force is not appropriate, the Chief of Police of a Requesting Municipality, or his authorized representative, may appeal that decision to the Chairman, who shall notify the Executive Committee. A majority of the Executive Committee may overrule the decision of the Task Force Commander. The Executive Committee may vote on this appeal by telephone, other electronic means, or at a special meeting. In the event that a majority of the Executive Committee is unavailable to determine the appeal or the Executive Committee denies such an appeal, review by the Board of Directors may be requested by the Chief of Police of the Requesting Municipality, or his authorized representative, through the Chairman. A majority of the Directors of the Board of Directors may overrule the decision of the Task Force Commander or the Executive Committee, respectively. The Directors of the Board of
Directors may vote on this appeal by telephone, other electronic means, or at a special meeting.


A. The Violent Crimes Task Force Commander may activate the Violent Crimes Task Force if one or more victims of an attempted murder/aggravated battery is likely to die because of his/her injuries, or if the circumstances of a missing person case are such that it is likely that the person was kidnapped by someone other than a parent. If no victim in an attempted murder/aggravated battery has died, or if no evidence has been found within 24 hours of the activation which substantiates a non-parental kidnapping, approval of the Executive Committee is required to continue the Violent Crimes Task Force investigation.

B. The Violent Crimes Task Force will be activated for a five working day period. The Requesting Municipality’s Chief of Police, or authorized representative, may request an extension of an additional five days. This request will be referred to the Chairman for approval. If the Requesting Municipality wishes to utilize the Violent Crimes Task Force for a period of more than ten (10) days, such request will be referred to the Executive Committee for approval. Extended activations over 20 work days must be approved by the Board of Directors.

Section 4. Command of Investigation. The Chief of Police of the Requesting Municipality, or authorized designee, shall have overall command of any Task Force investigation initiated by the Requesting Municipality.

ARTICLE VI - MEETINGS

Section 1. Meetings of Board of Directors. Regular meetings of the Board of Directors shall be held at least quarterly at a time and place determined by the Executive Committee. Special meetings may be called by the Chairman, a majority of the Executive Committee, or by one-third of the Directors.

Section 2. Meetings of Board of Directors. The Executive Committee shall meet when called by the Chairman or a majority of the Executive Committee members.

Section 3. Quorum. A majority of the Directors shall constitute a quorum for meetings of the Board of Directors or Executive Committee.

Section 4 Rules of Procedure. The current edition of Robert’s Rules of Order shall govern meetings in all cases in which they are applicable and not inconsistent with these Bylaws.
ARTICLE VII - DUTIES OF OFFICERS

Section 1. Chairman. The Chairman shall preside at all meetings of the Board of Directors and Executive Committee, and appoint members of all committees (except the Executive Committee).

Section 2. Vice-Chairman. The Vice-Chairman shall serve as an assistant to the Chairman and shall perform the duties of the Chairman in the absence or inability of the Chairman to serve.

Section 3. Secretary-Treasurer. The Secretary-Treasurer shall keep an accurate record of the proceedings of all meetings, carry on official correspondence of the Task Forces as directed by the Board of Directors, provide to each Director of the Board of Directors the official minutes of all meetings, and maintain all official Task Force records. The Secretary-Treasurer shall receive all monies of the Task Force, be custodian of all funds, and deposit all Task Force funds in a financial institution approved by the Board of Directors. The Secretary-Treasurer shall give financial reports as required by the Board of Directors, sign and issue checks, and perform such other duties as usually pertain to the office.

ARTICLE VIII - COMMITTEES

Section 1. Creation. The Chairman or Board of Directors may create committees as are deemed necessary to accomplish the purpose of the Task Forces.

ARTICLE IX - DUES AND ASSESSMENTS

Section 1. Dues. The annual dues, if any, shall be prescribed by the Board of Directors, and shall be payable to the Secretary-Treasurer when required by the Board of Directors. All annual dues and assessments approved by the Board of Directors shall be binding upon all Members and payment shall be a condition of membership.

Section 2. Failure to Pay. Any Member who fails to tender the annual dues or assessments shall be suspended from membership, subject to reinstatement upon payment of all delinquencies.

ARTICLE X - COMPENSATION

Section 1. No Compensation. Directors and members of the Executive Board shall serve without compensation.

Section 2. Officer Compensation. Regular salary and overtime costs of Task Force officers shall be paid by the officers' agency. Unusual or burdensome costs, such as extraordinary travel or other expenses, shall be paid by the Requesting Municipality subject to its prior approval.
Section 3. **Other Compensation.** The Board of Directors may approve compensation, as needed, for all other professional services required by the Task Forces.

**ARTICLE XI - DISBURSEMENTS**

All disbursements of funds must be reviewed by the Task Force Commander and approved by the Secretary-Treasurer and reported to the Board of Directors. The Secretary-Treasurer shall handle all requests for disbursement in accordance with the purchasing procedures as approved by the Board of Directors.

**ARTICLE XII - PROPERTY**

Section 1. **Property.** Equipment, property, supplies, and furnishing needed to fulfill the purpose of the Task Forces may be provided by the Members. Any item provided by a Member shall be, and remain, the property of that Member.

Section 2. **NORTAF Property.** The equipment, property, and supplies purchased by NORTAF through assessments, or otherwise acquired in its name, shall remain the property of NORTAF. Any equipment, property and supplies titled to NORTAF at the time of the adoption of these Bylaws, shall remain titled to NORTAF. The Task Force Commanders shall maintain a list concerning the description, location and ownership of all property titled to NORTAF.

**ARTICLE XIII – AMENDMENTS & REVISIONS**

These Bylaws may be amended at any meeting of the Board of Directors by a two-thirds vote of those Members present, provided the amendment and notice of the meeting shall have been sent to the Members not less than 15 days prior to the meeting. The Amended Bylaws will be maintained in a file by the Secretary-Treasurer as part of the records of NORTAF, and copies will be provided to all Members at a regular meeting, which will be documented in the minutes of said meeting. Any revisions will be distributed to the Directors at least yearly, at the first meeting of the year.

**ARTICLE XIV - EFFECTIVE DATE**

These Bylaws shall be in full force and effect from and after their passage and approval.