



VILLAGE BOARD OF TRUSTEES REGULAR MEETING NOTICE/AGENDA

TO BE HELD AT THE RICHARD T. FLICKINGER MUNICIPAL CENTER
SCANLON CONFERENCE ROOM

**March 13, 2017
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 27, 2017
8. **Special Reports**
 - a. **Announcement of Dine Morton Grove Contest Winners**
 - b. **Presentation of the Illinois Law Enforcement Accreditation Program Award to Mayor Daniel P. DiMaria and Police Chief Michael Simo**

8. **Special Reports (continued)**

- c. Announcement of Winter Photo Contest Winners by Community Relations Commission Chairperson Arcelia Pimentel
- d. Update on Morton Grove-Niles Water Commission and Approving an Intergovernmental Agreement in Regards Thereto:
 - 1) **Ordinance 17-05** (*Introduced March 13, 2017*) (*Request Waiving of the Second Reading*) Determining and Electing to Acquire, Construct and Operate a Common Source of Supply of Water and Related Waterworks System with the Village of Niles, Illinois to Establish the Morton Grove-Niles Water Commission Pursuant to Division 135 of Article 11 of the Illinois Municipal Code and Approving an Intergovernmental Agreement for the Establishment and Operation of the Morton Grove-Niles Water Commission and for the Purchase and Sale of Water to the Commission for Commission Use and to Commission Wholesale Water Customers

9. **Public Hearings**

10. **Residents' Comments (agenda items only)**

11. **President's Report** – *Administration, Northwest Municipal Conference, Council of Mayors, Strategic Plan, Comprehensive Plan*

12. **Clerk's Report** – *Community Relations Commission.*

13. **Staff Reports**

a. **Village Administrator**

- 1) Miscellaneous Reports and Updates

b. **Corporation Counsel**

14. **Reports by Trustees**

a. **Trustee Grear** – *Police Department, Community and Economic Development Department, Fire and Police Commission, Police Facility Committee, NIPSTA, Lehigh/Ferris TIF, Prairie View TIF, Special Events Commission (Trustee Witko)*

- 1) **Resolution 17-17** (*Introduced March 13, 2017*)
Authorizing the Purchase of Police Squad Cars through the Suburban Purchasing Cooperative

b. **Trustee Minx** – *Natural Resource Commission, Plan Commission/Zoning Board of Appeals, Building Department (Trustee Pietron)*

- 1) **Ordinance 17-04** (*Introduced March 13, 2017*) (*First Reading*)
Approving a Minor Amendment to a Special Use Permit for a Drive-Through Facility for a New Restaurant at 9480 Waukegan Road

14. **Reports by Trustees (continued)**

- c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan, Chamber of Commerce (Trustee Minx)*
 - 1) **Resolution 17-15** (*Introduced March 13, 2017*)
Authorizing the Execution of a Service Contract Extension with Precision Pavement Markings, Inc. for the 2017 Pavement Marking Program
 - 2) **Resolution 17-16** (*Introduced March 13, 2017*)
Authorizing the Execution of a Service Contract Extension with Lyons Electric Company for the 2017 Traffic Signal and Street Lighting Maintenance Program
- d. **Trustee Ramos** – *Legal, Finance Advisory Commission, Traffic Safety Commission, Waukegan Road TIF, Capital Projects (Trustee Thill)*
- e. **Trustee Thill** – *Fire Department, Emergency Management Agency, RED Center, Environmental Health, Solid Waste Agency of Northern Cook County, Appearance Commission, Advisory Commission on Aging (Trustee Ramos)*
- f. **Trustee Witko** – *IT Communications, Strategic Plan Committee, Finance Department, Family and Senior Services Department (Trustee Gear)*

15. **Other Business**

16. **Presentation of Warrants** \$488,334.39

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 Marlene (847/470-5220) promptly to allow the Village to make reasonable accommodations.*

PLEASE BE ADVISED

THE MINUTES FROM
THE FEBRUARY 27 VILLAGE BOARD MEETING
WILL NOT BE AVAILABLE
UNTIL FRIDAY, MARCH 10.
THE MINUTES WILL BE SENT
TO YOU SEPARATELY
ON FRIDAY, MARCH 10.
WE APOLOGIZE FOR THE INCONVENIENCE.

DINE

Morton Grove

February is National Restaurant Month

Win 1 of 10 - \$25 Gift Cards

**Bring your Morton Grove restaurant dining receipts,
dated in February 2017, to Village Hall by March 3**

**Each group of receipts or individual receipt for \$25 will
be considered an entry!**

***Each receipt greater than \$50 is entitled to one entry for every \$25 increment**

**Winning entries will be drawn at the March 13
Village Board Meeting**

Maximum one winner per household

**Visit Village Hall or www.mortongroveil.org
to find the**

MORTON GROVE RESTAURANT GUIDE



PRESS RELEASE



Morton Grove Police to be Awarded Accreditation through The Illinois Association of Chiefs of Police March 13th, 2017

Key Points:

- Program administered by the Illinois Association of Chiefs of Police
- Tier 2 Accreditation
- Over 180 different standards governing Administration, Operations, Personnel and Training
- 18 month preparation process

Morton Grove Police to be presented with Tier 2 Accreditation by the Illinois Association of Chiefs of Police at the March 13th Village Board Meeting

Morton Grove, IL – The Morton Grove Police Department will be awarded accreditation as a top tier Illinois law enforcement agency by the Illinois Association of Chiefs of Police (ILACP).

On March 13th at 7:00 pm, a representative from the ILACP will present Chief Michael Simo and Mayor Dan DiMaria with this prestigious award at the regular Village Board Meeting.

The Illinois Law Enforcement Accreditation Program (ILEAP) is a two tier program designed for law enforcement agencies to attain excellence in policing. The Morton Grove Police Department had to prove that they complied with over 180 law enforcement standards pertaining to Administration, Operations, Personnel and Training in order to attain Tier 2 Accreditation. Tier 1 status requires compliance with 67 standards.

This 18 month process involved all members of the Morton Grove Police Department, but was directed by Chief Simo and members of his command staff, most notably Investigations Commander Paul Yaras, who serves as the police department's Accreditation Manager. The Accreditation Manager is responsible for overall coordination of the program.

Throughout this process, policies and operations were reviewed to ensure compliance while pre-inspections were performed with the assistance of other accredited law enforcement agencies to assist in preparation for the on-site inspection.

In December 2016, an Assessment Team sent by the ILACP to review our policies and observe operations also spoke with our citizens and Village staff in order to confirm that we met the ILACP's high standards. This was a two-day process and the department successfully passed the inspection.

Chief Simo is very pleased that the Morton Grove Police Department will be recognized as a Tier 2 law enforcement agency, and he is proud of the extraordinary effort that his staff put forth in making this goal a reality. He has commended Commander Yaras for his work as the Accreditation Manager.

He also stated that, "Moving forward, the Morton Grove Police Department will continue to serve our community in the professional manner our community deserves and we will continue to be the top tier agency that this award represents."

Commander Paul Yaras

Morton Grove Police Department

6101 Capulina Avenue, Morton Grove, IL 60053

847-663-3818

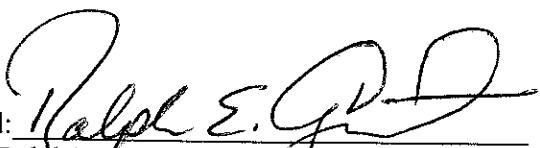
Legislative Summary

Ordinance 17-05

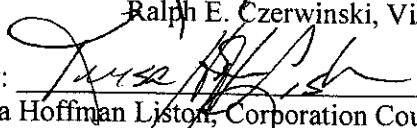
DETERMINING AND ELECTING TO ACQUIRE CONSTRUCT AND OPERATE A COMMON SOURCE OF SUPPLY OF WATER AND RELATED WATERWORKS SYSTEM WITH THE VILLAGE OF NILES, ILLINOIS, TO ESTABLISH THE MORTON GROVE-NILES WATER COMMISSION PURSUANT TO DIVISION 135 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE MORTON GROVE-NILES WATER COMMISSION AND FOR THE PURCHASE AND SALE OF WATER TO THE COMMISSION FOR COMMISSION USE AND TO COMMISSION WHOLESALE WATER CUSTOMERS

Introduced:	March 13, 2017
Synopsis:	This Ordinance will authorize the formation and participation in a municipal Water Commission by the Villages of Morton Grove and Niles in conjunction with a long-term Water Supply Agreement with the City of Evanston.
Background:	The Villages of Morton Grove and Niles have entered into a long-term water supply agreement with the City of Evanston for safe, high quality, reliable Lake Michigan water at a price substantially lower than what the Villages pay Chicago. The Villages are now developing engineering plans to determine the best route to construct transmission mains to deliver the water from Evanston to Morton Grove and Niles. In order to most effectively and jointly cooperate in the study, analysis, financing, and negotiating engineering and construction agreements, the Villages now wish to form a municipal Water Commission which will construct, own, maintain, operate and support the waterworks system pursuant to an Intergovernmental Agreement.
Departs Affected:	Legal, Administration, and Public Works, Finance Departments
Fiscal Impact:	A lower water rate will allow the Villages to invest additional funds to upgrade and maintain their local water infrastructure, as well as provide stable rates to residents and local businesses. The Water Commission will help to regulate, maintain, and operate the waterworks system for both communities.
Source of Funds:	Enterprise Fund (sale of water to customers)
Work Impact:	The establishment of the commission as well as its daily operations will be handled as part of the Administration Office's and Public Works Department's normal duties.
Admin Recommend:	Approval as presented.
First Reading:	Request for waiving of second reading due to time constraints for application to state and federal agencies for low interest capital loans.
Special Consider Requirement:	None

Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

Prepared by:


Teresa Hoffman Liston, Corporation Counsel

ORDINANCE 17-05

AN ORDINANCE DETERMINING AND ELECTING TO ACQUIRE, CONSTRUCT AND OPERATE A COMMON SOURCE OF SUPPLY OF WATER AND RELATED WATERWORKS SYSTEM WITH THE VILLAGE OF NILES, ILLINOIS, TO ESTABLISH THE MORTON GROVE-NILES WATER COMMISSION PURSUANT TO DIVISION 135 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE, AND APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE MORTON GROVE-NILES WATER COMMISSION AND FOR THE PURCHASE AND SALE OF WATER TO THE COMMISSION FOR COMMISSION USE AND TO COMMISSION WHOLESALE WATER CUSTOMERS

(Village of Morton Grove)

WHEREAS, the President and Board of Trustees of the Village of Morton Grove, a home rule Illinois municipal corporation (“Morton Grove”) and the President and Board of Trustees of the Village of Niles, a home rule Illinois municipal corporation (“Niles”) have undertaken studies and analysis of the feasibility of jointly establishing, acquiring, constructing and operating a common source of supply of water and related waterworks system for the purpose of delivery of potable drinkable water to their respective residents, business owners, property owners and governmental and institutional properties, and in furtherance thereof approved and entered into an agreement entitled “Cost Sharing Agreement Regarding Morton Grove And Niles Water Supply Matters” (the “Cost Sharing Agreement”) as approved by Morton Grove Resolution Number 17-02 on January 23, 2017, and as approved by Niles Resolution Number 2017-04R on January 24, 2017; and

WHEREAS, as set forth in the Cost Sharing Agreement, Morton Grove and Niles (collectively, the “Villages”) determined that there was a need to jointly cooperate and share the costs of studying, analyzing and negotiating agreements, regarding certain water supply matters involving the Villages, including but not limited to the assessment of options for entering into a proposed water supply agreement with one or more Illinois municipalities, and the creation of and participation in a Joint Action Water Agency or a municipal Water Commission by the Villages; and

WHEREAS, after studying and analyzing the costs and benefits associated with a common source of supply of water and a related waterworks system, the Villages have determined that it is in their best interests to jointly acquire and operate a common source of supply of water and a related waterworks system, and to establish a municipal Water Commission together pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (“Division 135”) in furtherance thereof, to be known as the “Morton Grove-Niles Water Commission” (the “MG-N Water Commission” or “Commission”); and

WHEREAS, the Villages desire to maintain ownership and control over their own respective waterworks systems (referred to as a "Unit System"), but agree to connect their respective Unit Systems, in part, to a new waterworks system to be constructed, owned and maintained by the Commission, which will construct, maintain and operate the new waterworks system within and outside of the respective corporate jurisdictions of the Villages for their joint use pursuant to Division 135 (referred to as the "Commission Waterworks System" or "Waterworks System" or "System" as further defined in the intergovernmental agreement referenced below); and

WHEREAS, through the Commission, the Villages desire to obtain an adequate supply of water for re-sale to their respective water customers. The Villages agree that the continued existence and operation of the Commission is dependent upon the Commission entering into a long-term water supply agreement for the purchase of potable water with the City of Evanston, or such other water supplier(s) as may be advisable. The potable water to be purchased from the City of Evanston, or such other water supplier(s), shall be delivered to the Commission Waterworks System through a point of connection located within the City of Evanston or one of the Villages or another Illinois municipality that is already a water customer of the City of Evanston, or such other water supplier(s). The Commission shall construct its Waterworks System improvements within the Villages and in other Illinois municipalities in order to connect its System to the waterworks system of the City of Evanston, or such other water supplier(s); and

WHEREAS, in order to accomplish the objectives of this Ordinance, the Villages desire to enter into an agreement entitled, "Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers" (the "IGA") in substantially the same form as the copy of which is attached hereto as Exhibit "A" and made a part hereof; and

WHEREAS, the Villages each own and operate a Unit System (as further defined in the IGA) and have each received and maintains, from the State of Illinois Department of Natural Resources, a "Water Allocation," as defined in the IGA; and

WHEREAS, the Commission may apply for grants and may issue and sell "Bonds," as defined in the IGA, and may enter into "Debt Instruments," as defined in the IGA, from time to time during the term of the IGA in sufficient amounts for the payment of the costs of construction, re-construction, extension, maintenance, repair, removal and replacement of the Commission Waterworks System and to

expend funds for the purpose of making certain Unit Systems and Commission Waterworks System upgrades and improvements, as provided by applicable laws and the terms of the IGA; and

WHEREAS, by the execution of the IGA, the Villages are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly stated in the IGA, but all expressly assert their continued right to own and operate such Unit System; and

WHEREAS, in accordance with Cost Sharing IGA, the Villages have authorized and expended public funds, from time to time, to pay for the assessment and feasibility studies and reports, the preliminary engineering and design work and related legal work and other costs associated with jointly establishing, acquiring, constructing and operating a common source of supply of water and a related waterworks system (the "Development Costs"), including the proposed Commission Waterworks System improvements and the formation of the Commission, even if the project is never constructed or water is never supplied by the Commission to the Villages or the Commission is dissolved. Pursuant to Section 11-135-1 of the Illinois Municipal Code (65 ILCS 5/11-135-1), the Villages find and determine that they will pay, advance or obligate themselves on an **equal share basis (50%/50%) for their share of the Development Costs as provided in the Cost Sharing IGA, and agree to fix as the maximum amount of their respective share of the Development Costs an amount not to exceed _____ Hundred Thousand Dollars (\$_____)**, and shall agree to pay their respective share of such costs as the costs come due, but such repayment period shall not exceed five (5) calendar years); and

WHEREAS, under the attached IGA, the Villages agree to pay all future operating, maintenance, repair and replacement costs ("O&M Costs") incurred by the Commission in regard to the Commission Waterworks System using a formula that allocates those costs based on annual water volume usage of the respective Villages and any other members of the Commission; and

WHEREAS, the Villages recognize that the Commission may in the future enter into contracts with "Other Customers," as defined in the IGA, and Other Customers, who have their own Water Allocations, may purchase some or all of their water needs from the Commission, provided that such water purchases do not interfere with the other water supply agreements that the Commission has with its water supplier and the water supply agreements that the Commission has with the Villages and other current wholesale water customers; and

WHEREAS, the IGA also contains certain provisions and requirements regarding membership in the Commission, operations and governance of the Commission, and termination of membership and winding down of the operations of the Commission; and

WHEREAS, the President and Board of Trustees of the Village of Morton Grove have the authority to create the Commission and to enter into the IGA pursuant to Morton Grove's home rule powers as provided by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), Division 135 (65 ILCS 5/11-135-1, *et seq.*) and the Illinois Municipal Code (65 ILCS 5/1, *et seq.*), and find that creating the Commission and entering into the IGA are in the best interests of Morton Grove.

BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, ILLINOIS, PURSUANT TO ITS STATUTORY POWERS CONTAINED IN DIVISION 135 OF ARTICLE 11 OF THE ILLINOIS MUNICIPAL CODE (65 ILCS 5/11-135-1, *et seq.*), ITS HOME RULE POWERS AS PROVIDED BY ARTICLE VII, SECTION 6 OF THE ILLINOIS CONSTITUTION OF 1970 AND THE AUTHORITY PROVIDED UNDER THE INTERGOVERNMENTAL COOPERATION POWERS OF ARTICLE VII, SECTION 10 OF THE ILLINOIS CONSTITUTION OF 1970, AS FOLLOWS:

SECTION 1: Recitals; Incorporation. The statements set forth in the preambles of this Ordinance are found to be true and correct and are incorporated by reference into Section 1 of this Ordinance.

SECTION 2: Common Source of Supply of Water and Waterworks System. Pursuant to authority granted by Division 135, the Village of Morton Grove elects to acquire, construct and operate jointly with the Village of Niles a common supply of water and a related waterworks system, and establishes with the Village of Niles a water commission to be known as the "Morton Grove-Niles Water Commission" ("MG-N Water Commission" or "Commission"), in accordance with Division 135.

SECTION 3: Approval of Intergovernmental Agreement Establishing Commission. The President and Board of Trustees of the Village of Morton Grove authorize the approval of the economic terms and the attached form an agreement entitled "Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers" (the "IGA"), a copy of which is attached hereto as **Exhibit "A"** and made a part hereof. The President and Board of Trustees of the Village of Morton Grove authorize and direct the Village President and the Village Clerk, or their designees, to execute the final version of the IGA, which may contain certain non-substantive and non-financial modifications that are approved by the Village

Attorney, and to execute and deliver all other instruments and documents and pay all costs that are necessary to fulfill Morton Grove's obligations under the IGA.

SECTION 4: Obligation to Pay Development Costs and Startup Operating Costs. The Village of Morton Grove agrees to pay fifty percent (50%) of the "Development Costs" and "Start-Up Operating Costs," as defined in the IGA, of the Commission being established, on the terms and conditions set forth in Section 6(e) of the IGA attached hereto as **Exhibit "A"**.

SECTION 5: Obligation to Pay Operating and Maintenance Costs. Morton Grove agrees to pay its share of all future operating, maintenance, repair and replacement costs incurred by the Commission in regard to the Commission Waterworks System in accordance with the formula contained in Section 5(d) of the IGA that allocates those costs based on annual water volume usage of Morton Grove, Niles and any other members of the Commission.

SECTION 6: Obligation to Pay Debt Service. Morton Grove agrees to pay a share of the debt service on "Bonds" and "Debt Instruments," as defined in the IGA, in accordance with the formula contained in Section 5(d) of the IGA that allocates the repayment of debt service with a minimum debt service obligation for Morton Grove, Niles and any other members of the Commission, and that allocates the remainder of the repayment of the debt service based on the annual water volume usage of Morton Grove, Niles and any other members of the Commission.

SECTION 7: Filing. The Village Clerk shall file a certified copy of this Ordinance with the Illinois Secretary of State Index Department, with the Cook County Clerk, and with the Cook County Recorder of Deeds.

SECTION 8: Repealer. All ordinances, or parts of ordinances, in conflict with the provisions of this Ordinance, to the extent of such conflict, are repealed.

SECTION 9: Severability. Each section, paragraph, clause and provision of this Ordinance is separable, and if any provision is held unconstitutional or invalid for any reason, such decision shall not affect the remainder of this Ordinance, nor any part thereof, other than that part affected by such decision.

SECTION 10: Ratification. All actions of the President and Board of Trustees, agents and employees of the Village of Morton Grove that are in conformity with the purpose and intent of this Ordinance, whether taken before or after the adoption of this Ordinance, are ratified, confirmed and approved.

SECTION 11: Effective Date. This Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law.

PASSED this 13th day of March 2017.

Trustee Grear _____

Trustee Minx _____

Trustee Pietron _____

Trustee Ramos _____

Trustee Thill _____

Trustee Witko _____

APPROVED by me this 13th day of March 2017.

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

APPROVED and FILED in my office this
14th day of March 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

EXHIBIT “A”

**INTERGOVERNMENTAL AGREEMENT FOR THE ESTABLISHMENT
AND OPERATION OF
THE MORTON GROVE-NILES WATER COMMISSION
AND FOR THE PURCHASE AND SALE OF WATER TO THE COMMISSION
FOR COMMISSION USE AND TO COMMISSION WHOLESALE WATER CUSTOMERS**

(attached)

**MORTON GROVE-NILES WATER COMMISSION
VILLAGES OF MORTON GROVE AND NILES, COOK
COUNTY, ILLINOIS**

**INTERGOVERNMENTAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
THE MORTON GROVE-NILES WATER COMMISSION
AND FOR THE PURCHASE AND SALE OF WATER
TO THE COMMISSION FOR COMMISSION USE
AND TO COMMISSION WHOLESALE WATER CUSTOMERS**

Approved by Morton Grove Ordinance 17-05 dated March 13, 2017.

Approved by Niles Ordinance Number _____ dated _____, 2017.

TABLE OF CONTENTS

	<u>Page</u>
PREAMBLES	
Section 1. Definitions	
Section 2. Creation; Name; Enactment; Term.	
Section 3. Governance; Board of Commissioners	
Section 4. Employment and Personnel	
Section 5. Water Supply	
Section 6. Commission Covenants and Limitations	
Section 7. Member Covenants and Limitations	
Section 8. Water Supply Agreements and Service Agreements	
Section 9. Defaults; Remedies	
Section 10. Approval of New Members	
Section 11. Withdrawal; Dissolution	
Section 12. Miscellaneous	

This Intergovernmental Agreement For The Establishment And Operation Of The Morton Grove-Niles Water Commission And For The Purchase And Sale Of Water To The Commission For Commission Use And To Commission Wholesale Water Customers (the "IGA") is dated March 13, 2017 ("Effective Date" as defined below), and has been approved and entered into by and between the President and Board of Trustees of the Village of Morton Grove, a home rule Illinois municipal corporation ("Morton Grove") with the passage of Morton Grove Ordinance 17-05 on March 13, 2017, and the President and Board of Trustees of the Village of Niles, a home rule Illinois municipal corporation ("Niles"), with the passage of Niles Ordinance Number _____ on _____, 2017.

WITNESSETH:

WHEREAS, after studying and analyzing the costs and benefits associated with a common source of supply of water and a related waterworks system, Morton Grove and Niles (also referred to as the "Parties," the "Villages" or the "Charter Customers") have determined that it is in their best interests to jointly acquire and operate a common source of supply of water and a related waterworks system, and to establish a municipal water commission together pursuant to Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*) (the "IMC") in furtherance thereof, to be known as the "Morton Grove-Niles Water Commission" (the "MG-N Water Commission" or "Commission"); and

WHEREAS, the Villages desire to maintain ownership and control over their own respective waterworks system (referred to as a "Unit System"), but agree to connect their respective Unit Systems, in part, to a new waterworks system to be constructed, owned and maintained by the Commission, which will construct, maintain and operate the new waterworks system within and outside of the respective corporate jurisdictions of the Villages for their joint use pursuant to Division 135 of the IMC (referred to as the "Commission Waterworks System" or "Waterworks System" or "System" as further defined below); and

WHEREAS, through the Commission, the Villages desire to obtain an adequate supply of water for re-sale to their respective water customers. The Villages agree that the continued existence and operation of the Commission is dependent upon the Commission entering into a long-term water supply agreement for the purchase of potable water with the City of Evanston, or such other water supplier(s) as may be advisable. The potable Lake Michigan water ("Lake Water") to be purchased from the City of Evanston, or such other water supplier(s), shall be delivered to the Commission Waterworks System through a point of connection located within the City of Evanston or one of the Villages or another Illinois municipality that is already a water customer of the City of Evanston, or such other water supplier(s). The Commission shall construct its Waterworks System improvements within the Villages and in other Illinois municipalities in order to connect its System to the waterworks system of the City of Evanston, or such other water supplier(s) (the "Connection Project"); and

WHEREAS, the Villages each received and maintained from the State of Illinois Department of Natural Resources a "Water Allocation," as defined below; and

WHEREAS, the Commission may apply for grants and may issue and sell "Bonds" (as defined below) and may enter into "Debt Instruments" (as defined below) from time to time during the term of this IGA in sufficient amounts for the payment of the costs of the construction, re-construction, extension, maintenance, removal, repair and replacement of the Commission Waterworks System, including the Connection Project, and to expend funds for the purpose of making certain upgrades and improvements to the Commission Waterworks System and the Unit Systems as provided by applicable laws and the terms of this IGA; and

WHEREAS, by the execution of this IGA, the Villages are surrendering none of their respective rights to the ownership and operation of their respective Unit Systems, except as expressly stated in this IGA; and

WHEREAS, in accordance with terms of this IGA below, and as further contained in a Cost Sharing Intergovernmental Agreement dated January 23, 2017, and entered into by the Parties, the Villages have authorized and expended public funds, from time-to-time, to pay for the assessment and feasibility studies and reports, the preliminary engineering and design work, other consulting services and related legal work, and other costs associated with jointly acquiring, developing, constructing and operating a common source of supply of water and a related waterworks system (the "Costs of the Project"), including the proposed Commission Waterworks System improvements and the formation of the Commission, even if the Connection Project is never constructed or water is never supplied by the Commission to the Villages or the Commission is dissolved. Pursuant to Section 11-135-1 of the IMC, the Villages find and determine that they have and will continue to pay, advance or obligate themselves, on behalf of the Commission, on an equal share basis (50%/50%) for their one-half share of the Costs of the Project, which are estimated to be ____ Million ____ Hundred Thousand Dollars (\$____), and have agreed to fix as the maximum amount of their respective one-half share of the Costs of the Project an amount not to exceed ____ Million ____ Hundred Thousand Dollars (\$____). The Villages agree to pay their respective one-half share of the Costs of the Project as those costs come due until the Commission issues debt or generates revenue for the purpose of reimbursing the Villages for the Costs of the Project, but such reimbursement period shall not exceed five (5) calendar years; and

WHEREAS, as a condition of formation and as authorized by Section 11-135-1 of the IMC, the Commission shall be obligated to reimburse the Villages for the actual, incurred Costs of the Project, shall borrow funds and/or issue Bonds or Debt Instruments for the purpose of reimbursing the Villages for the Development Costs once the Commission Waterworks System is operational and shall be required to set its water rates and charges to provide for such reimbursement; and

WHEREAS, as set forth below in this IGA, the Villages, and all future Members, agree to pay their allocated share of all Aggregate Costs (as defined below) incurred by the Commission in regard to the Commission Waterworks System; and

WHEREAS, the Villages recognize that the Commission may in the future enter into contracts with "Other Customers," as defined in this IGA, and Other Customers, who have their own Water Allocations, may purchase some or all of their water needs from the Commission, provided that such water purchases do not interfere with the other water supply agreements that the Commission has with its water supplier and the water supply agreements that the Commission has with the Villages and other current wholesale water customers; and

WHEREAS, this IGA also contains certain provisions and requirements regarding membership in the Commission, operations and governance of the Commission, and termination of membership and winding down of the operations of the Commission, and the Villages execute this IGA in reliance upon such provisions and requirements for the term of this IGA; and

WHEREAS, the respective corporate authorities of the Villages have the authority to approve and enter into this IGA to establish and operate the Commission pursuant to their home rule powers as provided by Article VII, Section 10 of the 1970 Constitution of the State of Illinois, the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, *et seq.*), Division 135 of the IMC (65 ILCS 5/11-135-1, *et seq.*) and the Illinois Municipal Code generally (65 ILCS 5/1, *et seq.*).

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and agreements herein contained, the receipt and sufficiency of which is acknowledged, the Parties hereto agree as follows:

The preambles hereto are incorporated herein by reference, as if set out in full. Section numbers and captions are for reference and convenience only and do not expand or limit the meaning as contained in the text of this IGA. A definition in the singular may be used in the plural, and vice-versa.

Section 1. Definitions. The following words and phrases shall have the following meanings when used in this IGA, unless the context clearly indicates a different meaning is intended.

"Aggregate Costs" means all costs incurred by the Commission in regard to the Commission Waterworks System that are payable by the Members, including but not limited to, the Bonds, the Capital Costs (i.e., Development Costs and Costs of the Project), the Capital Improvement Reserve Fund, the Debt Instruments, the Extraordinary Costs, the Fixed Costs, the Operation and Maintenance Costs, the O&M Reserve Fund, the Start-Up Operating Costs and the Underconsumption Costs, collectively, as herein defined.

"Board of Commissioners" or **"Board"** or **"Commissioners"** means the Board of Commissioners of the Commission, which serves as the governing body of the Commission, as further defined below.

"Bonds" means any and all of the Commission's obligations which are payable from the revenues of the System, whether in the form of bonds, notes or other evidences of indebtedness, in whatever original principal amount, together with any such additional revenue obligations authorized by statute to be issued by the Commission from time to time. Pursuant to Division 135 of the IMC (65 ILCS 5/11-135-1, *et seq.*) and the Local Government Debt Reform Act, 30 ILCS 350/1 *et seq.* (the "LGDR Act"), as amended, the Commission is authorized to issue "revenue bonds," "alternate bonds" (also known as "double-barreled bonds"), "limited bonds" or any other debt instrument (leases, notes, installment or financing contracts, certificates, tax anticipation warrants or notes, vouchers and any other type of indebtedness) listed under the definition of "Bond" in the LGDR Act for purposes of paying all or a portion of the "Costs of a Project" (as that term is defined herein) for any Project undertaken by the Commission with respect to the System.

"Capital Costs" shall have the same meaning as Development Costs and Costs of the Project.

"Chair" shall mean the Chair of the Commission, duly appointed pursuant to the Water Commission Law.

"Charter Customers" or **"Charter Members"** means the Village of Morton Grove and the Village of Niles, who are the units of local government that initially approved this IGA in order to establish the Commission.

"Capital Improvement Reserve Fund" means the monies retained by the Commission in an account that equals a certain set percentage of the estimated cost of planned short-term or long-term Capital Improvements held in reserve for use to pay for the costs of design, planning, land or equipment acquisition, architectural, engineering, legal or other professional services and construction and other lawful expenses relating to any Capital Improvements. As part of its fiscal policies, the Board, in its sole discretion, shall set the percentage amount of funds retained in the Capital Improvement Reserve Fund based on information provided by any Commission-retained consultant and/or its auditor.

"Commission" or **"MG-N Water Commission"** means the Morton Grove-Niles Water Commission, County of Cook, Illinois.

"Connection Project" means the construction of certain Waterworks System improvements by the Commission within and outside of the jurisdictions of the Villages in order to connect the Commission's Waterworks System to the point of connection with the waterworks system of the City of Evanston, or such other water supplier(s) in order to purchase and deliver potable Lake Water from the City of Evanston, or such other water supplier(s), to the Unit Systems of the Villages and the Non-Charter Customers.

"Contract Customers" means the Charter Customers and the "Non-Charter Customers" and Service Customers, as defined below, collectively.

"Costs of the Project" means, with respect to a Project, all costs of the Project, including costs of the acquisition of necessary lands, easements and rights-of-way over lands and waters, whether by voluntary acquisition or by eminent domain; the erection, construction, rehabilitation, repair and replacement of pumping, storage or other facilities, including mains and pipelines; the costs of financing and administration during any period of acquisition, erection, expansion, construction, rehabilitation, repair, replacement or installation, as aforesaid; the costs of repayment of any indebtedness as may be incurred for such costs, including all Development Costs and all related administrative expenses, legal fees, engineering fees and other consultant fees, prior to issuance of Bonds or other Debt Instruments for a Project; and the costs for such other purposes, including without limitation reasonable reserves and working capital, as may be determined by the Commission.

"Customer" means any person or entity purchasing water from the Commission, including the Charter Customers, the Non-Charter Customers and Service Customers.

"Debt Instrument" means any agreements, contracts, installment contracts, loans, leases, promissory notes, notes and other debt instruments of any kind (other than "Bonds") that

the Commission is authorized by law to enter into for purposes of financing any purchase or lease of land, equipment or personal property for the Commission or to finance the operations of the Commission or the costs of acquisition, construction and administration during any period of erection, expansion, construction, rehabilitation, repair, replacement or installation of any current or new portions of the Project (as defined herein), including but not limited to 30 ILCS 350/17, 65 ILCS 5/8-7-1, 65 ILCS 5/8-1-3.1, 65 ILCS 5/11-76.1-1, and 65 ILCS 5/11-135-1, *et seq.*, as amended.

"Development Costs" means those costs relating to the assessment and feasibility studies and reports, the preliminary engineering and design work, other consulting services and related legal work and other costs associated with any Project.

"Effective Date" means the date upon which this IGA goes into effect, pursuant to **Section 2(b) and (c)** of this IGA.

"Extraordinary Costs" means the costs of operating, maintenance, repair and/or replacement of the System that are beyond the financial capability of the Commission, which may include any Bond and Debt Instrument obligations.

"Fixed Costs" means an amount sufficient at all times to pay the principal and premium, if any, and interest on Bonds or other Debt Instruments, to provide reserves required therefore, to provide an adequate depreciation fund for the System, and to pay reasonable capital costs necessary to carry out the corporate purposes and powers of the Commission; and except as any of the above are included in Operation and Maintenance Costs, as defined below.

"Full Water Requirements" means, with respect to a Customer, the amount of water necessary from time to time to meet the potable water requirements of all then-current customers served by the Unit System of such Customer (including municipal use where applicable) whether within or outside of the corporate limits or applicable service area of such Customer.

"Lake Water" means potable water drawn from Lake Michigan.

"Master Water Supply Agreement" means the water supply agreement for the delivery of Full Water Requirements between the Commission and the City of Evanston dated January 23, 2017, or any other water supply agreement for the delivery of Full Water Requirements entered into by the Villages or the Commission with one or more other water supplier(s) and as may thereafter be amended, supplemented, or replaced from time to time, for the transmission of Lake Water into the System to be supplied by the Commission to the Customers.

"Members" means the Charter Customers and any Non-Charter Customers approved as Members by the Commission and the unanimous consent of the Charter Customers, to be members of the Commission's Board of Commissioners.

"Non-Charter Members" (also "Non-Charter Customers") means the Members of the Commission, other than the Charter Members.

"Operation and Maintenance Costs" (also "O&M Costs") means all expenses incurred in the administration, operation and maintenance of the Commission and the System including

the accumulation of reserves related to payment of said costs (i.e., O&M Reserve Fund), and amounts payable under the Master Water Supply Agreement, but not including any ***Underconsumption Costs*** except as may be specifically provided otherwise in this IGA or any water supply agreement between the Commission and a Customer.

"Other Customers" means Customers other than Charter Customers.

"O&M Reserve Fund" means the monies retained by the Commission in an account that equals a certain percentage of the typical annual Operating and Maintenance Costs held in reserve for use to meet ordinary and necessary disbursements for salaries, operating expenses and other lawful purposes of an emergency or special circumstances. As part of its fiscal policies, the Board, in its sole discretion, shall set the percentage amount of funds retained in the Reserve Fund based on information provided by any Commission-retained consultant and/or its auditor.

"Project" means any acquisition or construction for the provision of Lake Water related to or through the proposed Commission Waterworks System including initial acquisition and construction thereof and all future improvements or extensions, acquisition, construction, maintenance, repair or replacement thereof.

"Recapture Fee" means the fee, determined by the Board, in its sole discretion, based on information provided by the Commission-retained consultant and/or its auditor, shall be paid by any withdrawing or terminated Member to reimburse the other Members for all incurred but unpaid or to be incurred debt service payments relating to the Commission or the System, incurred but unpaid or to be incurred Operating and Maintenance Costs, and unamortized Capital Costs incurred or paid for by the Commission. These Capital Costs include, but are not limited to, any type of Commission-related improvements to the buildings or structures owned by the withdrawing or terminated Member that were used by the Commission or capital equipment incorporated into the buildings or structures that were part of the System and those improvements will no longer be available to the Commission or the other Members after the Member withdraws from or terminates its participation in the Commission, or upon dissolution of the Commission or the termination of this IGA. The purpose of the Recapture Fee is to avoid unjust enrichment of those Members who are obligated to pay part of the debt obligations of the Commission issued during their time with the Commission or assumed by the Member as part of joining the Commission, but have not paid their fair share of such debt obligations, and who have had their buildings and structures improved and have other capital equipment incorporated into those buildings or structures at the expense of the Commission, and then, upon withdrawal from or dissolution of the Commission or termination of this IGA, those Members retain the value of such improvements or would otherwise avoid the payment of their allocated share of the debt obligations.

"Start-Up Operating Budget" means a budget that identifies and provides for all initial start-up costs related to the operations of the personnel costs, buildings, equipment, supplies and implementation of the System, including wages, salaries, employment benefits, insurance, outside vendors and utilities.

"Start-Up Operating Costs" means any initial start-up costs authorized in the Start-Up Operating Budget related to the personnel costs, buildings, equipment, supplies and

implementation of the System, including wages, salaries, employment benefits, insurance, outside vendors and utilities.

"Service Customer" means a Customer of the System that is not a Member of Commission and is served pursuant to a Water Supply Service Agreement.

"System" (the "Commission Waterworks System") means all of the Commission-owned facilities, including land, easements, rights-of-way over lands and waters, pumping, storage and other facilities, mains and pipelines acquired and used for the purposes of providing and transmitting Lake Water from the Commission's supplier of water into the System to deliver water to the Customers, but not including the Unit Systems.

"Transfer Date" means the date that the Parties agree to transfer certain portions of any existing or newly constructed Commission Waterworks System or any portion of its Unit System that it no longer will own and operate, but will become part of the Commission Waterworks System, or convey any real estate or grant any easements to the Commission for purposes of constructing, extending, maintaining, operating, removing, repairing and replacing any portion of the Commission Waterworks System.

"Underconsumption Costs" means any amount which the Commission is obligated to pay under the Master Water Supply Agreement solely by reason of failure to accept delivery of the minimum quantity of Lake Water that the Commission is obligated to purchase under the Master Water Supply Agreement.

"Unit System" means the waterworks system or combined waterworks and sewerage system (if such systems are combined for financing and accounting purposes) from time to time owned by a Customer, connected to the System pursuant to an agreement with the Commission and dedicated as the Customer's water distribution system to serve its customers. The Unit System of Morton Grove shall begin at that point in the Village of Morton Grove beyond the first water meter in the water distribution main supplying water to Morton Grove located at: _____. The Unit System of Niles shall begin at that point in the Village of Niles beyond the first water meter in the water distribution main supplying water to Niles located at: _____.

"Water Allocation" means, with respect to a Customer, such Customer's allocation and allowable excess from time to time of Lake Water, as determined by the Illinois Department of Natural Resources or such other governmental regulatory authority with jurisdiction or applicable State law or administrative opinion, or such other amounts of Lake Water as a Customer may lawfully take.

"Water Commission Law" means Division 135 of Article 11 of the Illinois Municipal Code (65 ILCS 5/11-135-1, *et seq.*), as amended.

"Water Supply Agreement" means written water supply agreements between the Commission and each Member, setting forth water and service rates, water allocations, and other appropriate terms of service.

"Water Supply Agreement for Service Customer" means an agreement which provides for a water supply to a Service Customer from the Commission.

Section 2. Creation; Name; Enactment; Term.

(a) **Creation.** By the approval of this Agreement, the "Morton Grove-Niles Water Commission" (also referred to as the "MG-N Commission" or "Commission"), an Illinois municipal water commission and a legally constituted a public corporation, has been created pursuant to the authority granted in Section 11-135 of the IMC. The corporate authorities or body of the Commission shall consist of the duly appointed Commissioners, as provided for by Section 11-135-3 of the IMC and Section 3 of this IGA.

(b) **Enactment; Initial Charter Customers and Members.** Morton Grove and Niles have authorized the execution of this IGA by the adoption of substantially similar ordinances, and have executed a counterpart of this IGA as acceptance hereof and agree to place the fully executed version of this IGA and certified copies of the ordinances on file with the duly appointed Secretary of the Commission. Morton Grove and Niles are the initial Charter Customers and Charter Members.

(c) **Effective Date.** This IGA will become effective (the "Effective Date") on the date that the last signatory executes and dates this IGA after approval by the respective corporate authorities of Morton Grove and Niles. If either Morton Grove or Niles do not execute a counterpart hereof so as to make this IGA effective, then this IGA shall be null and void and of no effect.

(d) **Term.** This IGA shall continue in full force and effect for an indefinite term, provided that the Parties continue to operate and maintain the Commission and its Waterworks System in accordance with the applicable laws and the terms and provisions of this IGA, as amended.

(e) **Compliance.** The Commission shall be operated in compliance with the Water Commission Law and all other applicable federal, State, county and local laws, regulations and ordinances.

(f) **Fiscal Year.** The Commission's fiscal year shall be from January 1 to December 31 each calendar.

Section 3. Governance; Board of Commissioners.

(a) **Governance; Composition.** The governing body of the Commission shall be the Board of Commissioners (the "Board" or "Commissioners"). The Commissioners shall be qualified, appointed, and serve such terms as set forth in the Water Commission Law, as amended. See, Section 11-135-2 of the IMC.

(i) **Appointments by Units of Local Government.** The mayor or president or Chair (in the case of a participatory water commission) of each Member of the Commission, with the approval of the corporate authorities, shall appoint one (1) Commissioner to serve on the Board. Morton Grove and Niles agree to appoint as their first commissioners their respective Village Administrator/Village Manager or an elector from their respective Village.

(ii) **Appointment by County Board.** The presiding officer of the county board with the advice and consent of the county board of the county in which the major part of the Waterworks System of the Commission is, or are to be, located shall appoint one (1) Commissioner to serve on the Board.

(iii) **Terms.** The Commissioners shall serve for a term of six (6) years, or until their successors have been appointed and have qualified in the same manner as the original appointments, except that the Commissioners first appointed shall determine, by lot at their first meeting, the respective Commissioners whose terms shall be for two (2) years, four (4) years and six (6) years from the date of that meeting.

(iv) **Qualifications.** Each Commissioner appointed by a mayor or president or Chair of a participating water commission shall be an elector or the chief administrator of the municipality or the water commission for which he/she acts as Commissioner. The Commissioner appointed by the presiding officer of the county board shall be an elector of the county in which the major waterworks of the Commission is, or are to be, located. Any appointed Commissioner may be a member of the governing board or officer or employee of the appointing municipality, participating water commission or county. A Commissioner is eligible for reappointment upon the expiration of his/her term.

(v) **Vacancy.** A vacancy shall be filled for the balance of the unexpired term of the person who has ceased to hold office, in the same manner as the original appointment.

(vi) **No Compensation.** The Commissioners shall not receive any compensation, except that a Commissioner may be reimbursed for actual, documented, budgeted business expenses relating to Commission business in accordance with any business expense policy adopted by the Board.

(vii) **Bond.** Each Commissioner shall furnish a bond for the faithful performance of his/her official duties. This bond shall not be less than \$5,000 and its costs shall be paid by the Commission.

(viii) **Removal.** Each Commissioner may be removed for any cause for which any other municipal officer may be removed.

(ix) **Prohibited Interests in Commission Contracts or Work.** No Commissioner or employee of the Commission, and no mayor or president or other member of the corporate authorities, or any employee of any of the municipalities or participating water commissions, shall be interested directly or indirectly in any contract or work or materials, or the profits thereof, or services to be performed for or by the Commission. A violation of any of the foregoing provisions of this section is a Class C misdemeanor (Illinois Criminal Code). A conviction is cause for the removal of a person from his/her office or employment.

(b) Officers. The officers of the Board shall be the Chair, Acting Chair, Chair Pro-Tem, Treasurer and Secretary. The Chair shall be elected by the Commissioners from their own number. The Treasurer and Secretary shall be appointed by the Chair, with the advice and consent of the other Commissioners. The Treasurer and the Secretary do not have to be members of the Board, and, in such case, would not have voting powers. All officers shall serve for a one (1) year term, beginning with the date of their election or appointment and ending when their successors have been properly elected or appointed, unless a shorter term is specified at the time of appointment, in which event the shorter term shall prevail.

(c) Chair. The Chair shall: perform those duties prescribed by applicable laws, the Board or the Commission; preside at all meetings of the Board; appoint the Treasurer and Secretary with the advice and consent of the other Commissioners; sign all ordinances, resolutions and other documents necessary to be signed on behalf of the Board or the Commission and shall execute all agreements entered into by the Commission, except such documents as the Board shall authorize to be signed or executed by the Superintendent; have the power to vote in the same manner as the other Commissioners; and perform such other duties as may be prescribed by ordinance, Commission-approved administrative regulations or any amendment to this IGA.

(d) Acting Chair. In the event of the Chair's absence or inability to act, the Commissioners shall elect from their number an Acting Chair, who shall, during such absence or inability to act, perform all duties and exercise all powers within the normal purview of the Chair. The Acting Chair shall serve until the Chair's absence or inability to act shall terminate, or until such time as a new Chair is duly elected in accordance with this IGA and the Water Commission Law.

(e) Chair Pro-Tem. In the event of the temporary absence or inability of the Chair or Acting Chair to perform only those duties of the Chair at a Commission meeting, the Commissioners shall elect from their number in attendance a Chair Pro-Tem to serve as Chair of a meeting and to perform the duties and exercise the powers of the Chair at such meeting, including execution of ordinances, agreements and other documents approved or authorized at such meeting.

(f) Secretary. The Secretary shall: perform those duties prescribed by applicable laws, including the Open Meetings Act ("OMA") and the Freedom of Information Act ("FOIA"), or by the Commission; serve as the OMA officer and FOIA officer; see that notice of each meeting has been given to each Commissioner at least forty-eight (48) hours prior to the call to order; see that public notice of the schedule of regular meetings is given at the beginning of each calendar year, such notice stating the dates, times and places of regular meetings; and that public notice of any special meeting, rescheduled regular meeting or reconvened meeting is given at least forty-eight (48) hours prior to the call to order of any such meeting; see that an agenda for each meeting is prepared in advance for general distribution; record, publish and maintain a permanent record of the minutes of each Board and committee meeting; record the vote of each Commissioner on each ordinance, resolution or other proposition brought to a vote; and maintain a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission. The Superintendent may be appointed to the position of Secretary. The Secretary may receive compensation, as set by the Board, for performing the above duties, provided he/she is not a Commissioner or the Superintendent or a Commission employee.

(g) **Treasurer.** The Treasurer shall perform or cause to be performed the following: those duties prescribed by statute, law or the Commission; receipt and deposit all monies; preparation of all checks and maintenance of a check register; reconciliation of the bank statements; maintenance of a file of the orders for deposit of monies; maintenance of all of his/her records at the office of the Commission; preparation of an annual audit; preparation of a monthly statement of receipts and disbursements; recommendation of depositories to be selected by the Commission; responsibility for the handling, care and investment of all deposits, investments or funds of the Commission; provide a bond in the amount of \$250,000 for the faithful discharge of the duties of the position of Treasurer, with such surety or sureties as the Board shall determine with the Commission paying the bond premium; and such other duties as shall be specifically prescribed from time to time by the Chair or the Commission. If approved by the Board, the position of Treasurer may be filled by the chief financial officer, the finance director or any of their functional equivalents of the Charter Members or any Non-Charter Member. If the Treasurer is an employee of one of the Charter Members or a Non-Charter Member, he/she shall receive no additional salary or compensation for such services, except that he/she or the Charter Member or Non-Charter Member may be reimbursed for actual, necessary and documented business expenses incurred as part of performing the Treasurer's duties. The Charter Member or Non-Charter Member that supplies the person who serves as Treasurer shall not be entitled to reimbursement for any salary or employment benefits of any kind during the person's term as Treasurer. The Board may hire an accountant or accounting firm to serve as Treasurer and may pay that person or firm compensation, as set by the Board, for performing the above duties, provided he/she is not a Commissioner or the Superintendent or a Commission employee.

(h) **Financial Matters and Fiscal Policies.** In addition to the following regulations, the Commission may establish fiscal policies, procedures and limitations as may be necessary to preserve the integrity and purpose of the approved annual budget and related expenditures:

- (i) **Financial Reports and Warrant List.** The Treasurer shall provide to the Board, the Operations Board and the Superintendent a written financial report of current and projected revenues and expenses for the current budget year and a monthly warrant list of issued checks and pending checks for approval by the Board. The frequency of financial reports and the level of detail contained in the financial reports shall be determined by the Board.
- (ii) **Financial Operations.** All other necessary financial operations, including but not limited to accounting, accounts payable, and payroll, shall be either outsourced to a third party contractor or handled by the Treasurer or by a designated Commission employee approved by the Board of Directors, with input by the Treasurer and the Superintendent.
- (iii) **Funds on Deposit.** All monies received by the Commission shall be deposited into one or more bank accounts at one or more banks licensed to do business in Illinois, as designated by the Board. Expenditures from these bank accounts shall be for budgeted items and/or allowable public purposes in accordance with applicable law and in furtherance of the objectives of this Agreement, subject to an appropriate budget amendment, and shall be authorized by the Board or the Superintendent consistent with his/her limited spending authority.

(i) **Procurement Policy.** Purchases and/or letting contracts shall be done in accordance with this IGA, applicable laws, and any procurement policy and guidelines adopted by the Board.

(j) **Authorized Signatories.** The following positions shall serve as authorized check and financial instrument signatories at each of the banks, title or trust companies, depositories and/or other financial institutions at which the Commission maintains accounts: (1) Chair; (2) Treasurer; (3) Secretary; and (4) Superintendent (if any). There shall be a "two signatory requirement" policy for authorizing any transfer and withdrawal of Commission funds or executing any checks or other instruments that draw Commission funds out of any bank, title or trust companies, depositories or other financial institution at which the Commission maintains financial accounts. Any two (2) of the above-listed, authorized signatories may sign such checks or instruments or direct such transfers and withdrawals as approved by the Board. The Treasurer shall distribute copies of all signed checks for review by the Board as part of a monthly or quarterly finance report.

(k) **Contract Signatories.** The Commissioners may authorize, by motion, resolution or ordinance, and approve at a public meeting, any officer or agent other than the Chair and the Secretary to enter into and execute any contract or execute and deliver any instrument in the name of and on behalf of the Commissioners; such authority may be general or confined to specific Board-approved instances.

(l) **Loans.** No loans shall be procured on behalf of the Commissioners and no evidence of indebtedness shall be issued in its name unless authorized by a written resolution or ordinance of the Commission and in accordance with applicable law. Such authority may be general or confined to specific Board-approved instances.

(m) **Board of Commissioners' Duties and Authority.** The Board shall determine the general policy of the Commission, shall approve the annual budget, shall make all appropriations (which may include appropriations made at any time in addition to those made in any annual appropriation document), shall approve all agreements for the purchase or sale of water, shall adopt any resolutions or ordinances providing for the issuance of Bonds or Debt Instruments (as those terms are defined herein) by the Commission, may adopt a set of By-Laws, or administrative regulations, and shall have such other powers and duties, and shall discharge the duties, prescribed in this IGA, the Water Commission Law, and all other applicable federal, State, county and local laws, regulations and ordinances. The Board may create and provide direction to committees and subcommittees, as needed, and may create one or more management positions, as needed.

(n) **Procedural Rule.** No Board motion, resolution or ordinance concerning the subjects enumerated below shall be authorized and effective, except by the affirmative vote of no less than both Commissioners of the Charter Members: (1) Approval of individual agreements or a series of agreements related to a single Project in an amount in excess of Forty Thousand and No/100 Dollars (\$40,000.00); (2) Setting of rates for the sale of Lake Water to Contract Customers; (3) Borrowing funds or authorizing Bonds or Debt Instruments; (4) Authorizing the exercise of eminent domain powers of the Commission; (5) Employment of a Superintendent or other employees of the Commission; (6) Amendment of the Master Water Supply Agreement, or such other agreement(s) for the supply of water into the System; (7)

Water Supply Agreements for Members and Water Supply Agreements for Service Customers; (8) Adoption and amendments to any By-Laws or administrative regulations; (9) Amendment to allocation formula or percentages within existing formulas for payment of the Start-Up Operating Costs, the Development Costs, the Fixed Costs, and the Operating and Maintenance Costs in Section 6(d) below; (10) Payment and amount of Extraordinary costs in Section 5(b) below; (11) Membership in the Commission for any proposed Non-Charter Member; and (12) Approval of the annual Budget and Budget amendments.

(o) Vote Requirements. Except as set forth in Section 3(n) above, the concurrence of a majority of all of the appointed Commissioners shall be necessary for the passage of any ordinance or resolution, the incurring of any debt or financial obligation, or the approval of any payment; provided, however, that certain payments may be approved as otherwise provided in this IGA. All other action of the Board shall require the concurrence of a majority of those Commissioners present, provided there is a quorum. Every member of the Board who shall be present when a question is stated from the Chair shall vote thereon, unless excused by the Chair or unless he/she is directly interested in the question. Votes of "abstain," "pass" or "present," or a refusal to vote when present, shall be counted as concurring in the vote of the majority of those who did vote on the question. Proxy voting by absent Commissioners is not allowed. A Commissioner participating in a meeting via electronic means in accordance with a policy adopted by the Board pursuant to the OMA may vote on all matters.

(p) Operations Committee. There is established an advisory committee (the "Operations Committee" or "Committee") of the Commission consisting of two (2) employees of each Member, as appointed and approved by each Commissioner, with regard to their own appointees. The first set of appointees shall be appointed from any of the following positions: the director of public works (or the assistant director), or the director of water department (or the assistant director), or the water superintendent (or the assistant superintendent) or a certified water operator or a representative from the village engineer's office or any other comparable department. The second set of appointees shall consist of the assistant village manager or assistant administrator, or the director of finance (or the assistant director), or the treasurer. Each Member shall designate, in writing, one (1) alternate to serve in the absence of the primary Committee appointee. The appointees to the Operations Committee should have business expertise or technical expertise generally related to the operation of the Commission's Waterworks System.

The Committee shall provide recommendations to the Board and shall:

- (i) Be the point of participation for each Member's Water Department representatives to discuss with the Superintendent (if appointed) and other Committee members budgetary, operations, expansion, upgrades, maintenance and repairs, personnel, training, service complaints and other procedural concerns or matters relating to the System, the Lake Water delivered through the System and the operation of the System with the operation of the Unit Systems.
- (ii) Be a resource for the Superintendent (if appointed) and the Board in the coordination, preparation of or researching of any matters covered under (i) above or as directed by the Board.

The Committee shall meet and operate as follows:

- (i) The members shall serve on the Operations Committee for an indefinite term (unless ineligible to continue to serve), and the Operations Committee members shall serve at the pleasure of the respective appointing Commissioners.
- (ii) The Committee shall select a Chair from its members on an annual basis; and an Acting Chair shall be appointed to serve in the Chair's absence from any meeting. The Committee shall meet on a monthly basis, or as directed by the Board.
- (iii) No member of the Committee shall receive any compensation for serving on those Committees, except that he/she may be reimbursed for actual, necessary and documented business expenses incurred as part of serving on the Committee.
- (iv) If any member of the Committee fails to retain the status necessary to serve on behalf of the Member that he/she represents (e.g., resigns from employment with the Member), then the Member shall inform the Board and the Chair of the Committee of this fact and designate an otherwise qualified representative to serve on the respective Committee, until a successor is duly appointed and qualified. The alternate shall serve until such appointment is made.
- (v) The Committee shall meet on a monthly basis, or more frequently, if requested by the Board, the Superintendent (if appointed) or the Committee Chair. Each December, the Operations Committee shall establish dates, times and a location for regular meetings, one of which shall be designated as the annual meeting. The Superintendent (if appointed), or his/her designee, or a person appointed by the Committee Chair shall also serve as Secretary to the Committee, and shall perform secretarial duties.
- (vi) Notice of the regular meetings, including an agenda, shall be delivered or electronically mailed: (a) to each Committee member at least forty-eight (48) hours prior to the meeting, and (b) to all media requesting same.
- (vii) Special meetings may be held at the request of the Superintendent (if appointed) or any Committee member or the Board, with at least forty-eight (48) hours notice given. In the event of a bona fide emergency, notice of an emergency meeting shall be given as soon as practicable, in a manner that is reasonably calculated to provide actual notice under the circumstances.
- (viii) All notices of regular, special, closed (executive session) and emergency meetings, and agendas therefor, shall be prepared, posted and distributed by the Committee Chair or the Superintendent (if appointed),

or his/her designee, in accordance with the OMA, as amended from time to time.

- (ix) A quorum for the transaction of all Committee business shall consist of a majority of Committee members.
- (x) Robert's Rules of Order shall govern the conduct of all Committee meetings, until the respective Committees establish their own rules of proceeding.
- (xi) A simple majority vote of the Committee members attending a meeting is required for the Committee to take final action on a matter or to provide direction on a matter.
- (xii) No proxy or absentee votes are allowed, except that a Committee member may participate and vote during a meeting if he/she is eligible to attend the meeting via electronic attendance and complies with any adopted electronic participation rules.
- (xiii) Any disputes or complaints regarding matters that come before the Committee shall be resolved by the Superintendent (if appointed) or the Committee Chair, in his/her discretion. If the dispute or complaint involves a matter that has the potential to lead to liability for the Commission or represents a major change to the day-to-day operations of the Commission, the Superintendent (if appointed) or the Chair of the Board shall resolve the dispute or complaint, after input from the Board.

Section 4. Employment and Personnel.

(a) Employment. The Commission may employ agents and employees, and may delegate by resolution, to one or more of its Commissioners or officers, such powers as it may deem proper.

(b) Shared Employees. The Commissioners may, upon receiving a recommendation from the Operations Committee, borrow, lend and share employees with its Members and with other governmental agencies, when it is expedient for the Commission to do so. The terms regarding compensation to be paid to such employees will be set forth in an "employee sharing agreement" that memorializes the contractual arrangement, and the agreement shall be approved by the Commissioners and the other entity.

All personnel rules applicable to any employee of the Commission shall continue to apply to such employee if the employee is assigned to perform services for another public agency or a Member pursuant to this IGA or any other intergovernmental agreement.

(c) The Administrative Staff. The "Administrative Staff" shall consist of a Superintendent (if any) and such other supervisory, administrative and operating personnel as may from time to time be employed or retained by the Commission, or required by the Water Commission Law. The supervisory or managerial level personnel who are part of the

Administrative Staff shall serve at the pleasure of the Board and may be removed with or without cause by the Board.

(d) Employment Policies. The Board, upon receiving a recommendation from the Operations Committee, shall approve the compensation and benefits of the Administrative Staff (if any), and any other employment policies of the Commission.

(e) Superintendent; Appointment. If necessary for the operation of the System and the Commission, the Board may appoint a full-time or part-time Superintendent after receiving the advice of the Operations Committee. The Superintendent shall be appointed for an indefinite term and solely on the basis of the administrative and executive qualifications, with special weight given to actual experience in or knowledge of acceptable practice relating to the duties of the position as hereinafter set forth. No Commissioner or Operations Committee Member shall be appointed as Superintendent while serving as a Commissioner or a Committee Member, or within one (1) year of the expiration of such term. In the event of the Superintendent's absence or inability to act, the Chair or his/her designee may perform the duties of the Superintendent during such absence or inability. The Superintendent shall serve at the pleasure of the Board and may be removed with or without cause by the Board. The action of the Board in removing the Superintendent shall be final.

(f) Superintendent; Duties. The Superintendent shall be the Chief Administrative Officer of the Commission and shall be responsible for the efficient administration and management of the Commission. The duties of the Superintendent shall include, but are not necessarily limited to, the following:

(i) Administrative responsibility for the organization, acquisition, construction, operation and maintenance of the water supply system of the Commission.

(ii) Enforcing the Ordinances, Resolutions, policy directives, By-Laws (as appropriate) and administrative regulations of the Commission.

(iii) Supervising all Administrative Staff and consultants of the Commission; and hiring (subject to budgetary constraints), firing and disciplining non-managerial, non-supervisory and non-professional personnel.

(iv) In consultation with the Secretary, preparing an agenda for each Board and Committee meeting in advance of the meeting for general distribution.

(v) Attending all Board and Committee meetings unless excused therefrom.

(vi) Attending any Board and Committee meetings at which his / her attendance has been requested.

(vii) Attending relevant meetings of the Members if so requested.

(viii) Recommending policies, plans and procedures for the organization, construction, acquisition, operation and maintenance of the water supply system of the Commission.

(ix) Purchasing materials and services and approving change orders less than Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) in value (all other purchases and changes orders shall be approved by the Board). Purchase orders, invoices or change orders for materials or services shall be not be prepared or adjusted to avoid exceeding the Two Thousand Five Hundred and No/100 Dollars (\$2,500.00) limitation above.

(x) In consultation with the Treasurer, preparing all checks and maintaining a check register, a monthly statement of receipts and disbursements, and reconciling bank statements on a regular basis.

(xi) Preparing an annual budget.

(xii) Maintaining a central file of all correspondence and other documents and materials pertaining to the affairs of the Commission.

(xiii) Preparing and presenting to the Board and the Operations Committee for consideration and approval such administrative regulations as may be necessary and appropriate.

(xiv) Representing the Commission before conferences, professional associations or relevant public hearings when requested by the Board to do so.

(xv) Executing all contracts and other agreements and documents duly authorized to be signed on behalf of the Commission, except such contracts and other agreements and documents as may be required to be signed by the Chair or some other officer of the Commission.

(xvi) Assuring compliance with the OMA and FOIA and the forwarding of Board and Committee meeting minutes to the Members.

(g) General Counsel. The General Counsel shall be appointed by the Board for an indefinite term, and shall be chosen by the Commissioners solely on the basis of his/her professional qualifications, with special reference to his/her actual experience in or his/her knowledge of acceptable practice relating to the duties of his/her office as hereinafter set forth. The General Counsel may be removed by the Board at any time. The General Counsel: (i) shall perform those duties prescribed by statute, law or the Commission; (ii) shall advise the Commission, the Superintendent and the Commission's staff on legal matters; (iii) shall prepare and draft ordinances, resolutions and legal documents, and render legal opinions when requested by the Chair or the Commission on all matters concerning the interests of the Commission; (iv) shall attend Commission meetings when required; (v) shall make reports from time to time and otherwise perform such other duties or special services which the Commission may require; and (vi) shall direct litigation, represent the Commission in all legal matters, except

in cases where a special counsel has been appointed by the Commission to advise or represent the Commission on special matters or to assist the General Counsel on a particular legal matter.

Section 5. Water Supply.

(a) Agreement to Purchase and Sell. After approval by the Board of a Water Supply Agreement or a Water Service Agreement for Service Customer and within thirty (30) calendar days of a written "Notice to Deliver and Receive Water" issued by the Charter Members, the Commission shall deliver and sell Lake Water to each Contract Customer and each Contract Customer agrees to purchase, exclusively from the Commission to the extent of its Full Water Allocation or such lesser amount of Lake Water made available by and to the Commission as a consequence of the terms of the Commission's Master Water Supply Agreement and the terms of the Water Supply Agreement or the Water Service Agreement for Service Customer, from time to time. The Commission's obligation to each Contract Customer to deliver Lake Water hereunder shall be limited to any limitations contained in the then-current Master Water Supply Agreement.

(b) Water Supply Agreements Between Members and the Commission. The Commission, in its sole discretion, may approve and enter into Water Supply Agreements with new Members setting forth water and service rates, water allocations and other appropriate terms of service, subject to the Water Allocation restriction and other limitations placed on the Commission in the Master Water Supply Agreement. The term of such agreements shall be set by the Commission, but shall not exceed forty (40) years. The rates and charges shall be sufficient to pay for the Aggregate Costs of the Commission for each year, and to pay for the Fixed Costs and Operation and Maintenance Costs of the Commission for each month. If the Commission is unable to meet its financial obligation to pay any Extraordinary Costs, the Board may require that the Members each pay a proportionate share of the Extraordinary Costs equal to the Member's respective percentage of Lake Water received from the Commission during the most recent twelve (12) months multiplied by the Extraordinary Costs. As a condition of membership in the Commission, each Member agrees that the amounts due pursuant to this subsection 5(b) from each Member shall be payable to the Commission on a date determined by the Board. If a Member fails to make timely payment due and owing under a Water Supply Agreement for Lake Water received from the Commission: (i) the Member shall be liable to the Commission for the amount owed, plus interest to be calculated at a rate set forth in the Water Supply Agreement, plus the Commission's attorney's fees and costs incurred in pursuing and / or collecting the amounts owed by the Member; and/or (ii) the Commission may seek to involuntarily terminate the Member's participation in the Commission as set forth in subsection 11(c) below.

(c) Water Service Agreements for Service Customers. The Commission in its sole discretion, may approve and enter into Water Service Agreements with Service Customers setting forth water and service rates, water allocations and other appropriate terms of service, subject to the Water Allocation restriction and other limitations placed on the Commission in the Master Water Supply Agreement. The term of such agreements shall be set by the Commission, but shall not exceed forty (40) years.

(d) Title to Lake Water. Title to all Lake Water supplied hereunder and under Water Supply Agreements shall remain in the Commission upon receipt from the supplier under the Master Water Supply Agreement, until it enters a Unit System in the case of a Charter

Customer, and until it leaves the System and passes the meter in the case of a Customer, and thereupon shall pass to such Customer.

(e) Lake Water Only. The Commission shall not deliver any water other than Lake Water to a Contract Customer without the prior approval of the Commission and the corporate authorities of the Contract Customer affected. Costs for Lake Water charged by the Commission shall include the Aggregate Costs relating to the purchase, treatment and delivery of Lake Water, but it may, from time to time, also include Costs of the Project (if any), Development Costs (if any) and Extraordinary Costs (if any) relating to the System.

(f) Emergency Water Supply and Use Regulations. A Customer may contract for a temporary supply of water in case of an emergency from any other unit of local government or any entity. Where a Customer intends to contract for such temporary emergency supply of water, prior to such usage, the Customer shall notify the Board or the Superintendent of its intent to use another water source on a temporary basis and advise of the alternate water source, the anticipated duration of temporary usage and provide any other details that may impact the operation of the System. The Customer shall also keep the Board or the Superintendent informed of the anticipated date when the temporary use of an emergency supply of water will terminate so that the Customer can be returned to the System without incident. In addition, the Board, the Chair of the Board or the Superintendent is authorized, on a temporary basis, if it/he/she should find and determine that a water supply shortage exists with the Commission's water supply or with the supplier under the Master Water Supply Agreement's water supply, to meet the health, sanitation, safety, fire protection and public welfare needs of the Commission's Customers, to declare that a water supply emergency exists and to prohibit or restrict the Customers from drawing water from the water supply lines of the Commission or use of such water for any of the following purposes during such emergency period:

1. Sprinkling or irrigation of lawns and gardens.
2. Car washing.
3. Air conditioning or cooling.
4. Commercial or industrial uses beyond requirements for sanitation or preserving health.
5. Any other use that is not directly connected with the preservation of health, sanitation, safety or public welfare.

The duration of the water supply emergency shall be determined by the Board, the Chair of the Board or the Superintendent based on the circumstances of the situation. The Superintendent shall update the Board of Commissioners and the Operations Committee on the water supply emergency on a regular basis.

Customers shall adopt rules and regulations by ordinance (where applicable) that conform to these Emergency Water Supply and Use Regulations and enforce the rules and regulations as directed by the Board or the Superintendent.

(g) **Retail Sales.** The Commission shall not engage in the retail sale or distribution of water to residents or customers of any Charter Customer.

(h) **Rates to Charter Customers.** No change in the rates or charges under this IGA or a Water Supply Agreement for either Charter Customer may be made unless the same change is made for both Charter Customers.

(i) **May Use Other Moneys.** Members are not prohibited by this IGA from using other available funds to make the payments required by this IGA or the Water Supply Agreement.

Section 6. Commission Covenants and Limitations.

(a) **Commission Covenant to Operate Properly.** From time to time, the Commission will take steps reasonably necessary so that the System will at all times be operated properly, efficiently and in compliance with the Water Commission Law, and all other applicable federal, State, county and local laws, regulations and ordinances.

(b) **Commission to Continue to Serve.** The Commission will use its best efforts to continue serving all Customers.

(c) **Limitation on Funds.** Subject to this subsection, no funds received by the Commission from Customers may be expended for any purpose other than the Aggregate Costs (i.e., Fixed Costs, Operations and Maintenance Costs, Costs of the Project, Development Costs and Extraordinary Costs) of the Commission, any expenditure provided for by this IGA, as amended, and any other allowable expenditure under the Water Commission Law or other applicable laws, except that the Commission, in its sole discretion, may enter into reimbursement agreements with or issue Bonds (including notes) to Morton Grove and/or Niles in order to assist with the funding of certain upgrades or improvements to the Unit System(s) and the System but only to the extent that any Commission funds expended or paid are for the purpose of making improvements or upgrades to the Unit System(s) that are specifically engineered and designed and constructed to improve or upgrade both the Unit System(s) and the System in a manner that enhances the operation of the Systems. Nothing in this Section shall limit or discharge the Member's obligations and duties pursuant to Section 7(a).

(d) Allocation of Repayment of Operating and Maintenance Costs and Project Bonds.

(i) Each Member agrees to pay its share of all future O&M Costs incurred by the Commission in regard to the Commission Waterworks System in a proportionate share of the O&M Costs equal to the Member's respective percentage of Lake Water received from the Commission during the most recent twelve (12) months multiplied by the O&M Costs. As a condition of membership in the Commission, each Member agrees that the amounts due pursuant to this subsection 6(d) from each Member shall be payable to the Commission on a date determined by the Board.

(ii) Unless otherwise agreed to in writing by the Villages or the Commission, and excluding the reimbursement payments provided under subsections (iv through

vii) below, when the initial Project Bonds or other Debt Instruments are issued for the construction of the System or additional System improvements or upgrades, the Villages and/or the Commission shall pay the Project Bonds or Debt Instruments and the Fixed Costs, the Operations and Maintenance Costs, the Costs of the Project as follows, subject to amendment(s) to this Agreement, made in accordance with Section 12(a) below, to make the terms of this Agreement consistent with any later agreement(s) of the Villages regarding the repayment of the Project Bonds or other Debt Instruments:

The total Annual Cost of Water System Operation, the Cost of Water from the Water Supplier and the Annual Repayment Obligation for the Project Bonds or other Debt Instruments, shall be paid by Morton Grove and Niles based on an annually determined "MG-N Cost of Water per 1,000 Gallons" for the System calculated as follows and paid based on actual water consumption through the System:

- a. First, by determining the MG-N Cost of Water per 1,000 gallons for the calendar/fiscal year by dividing the cost components below by the Prior Year MG-N Water Use in 1,000 of gallons (for water usage between November 1 and October 31) and adding the Wholesale Water Rate (annual cost of water per 1,000 gallons from the water supplier).
 - i. System Operating Annual Budget shall mean the annual budget to support MG-N water supply transmission main operation from water source.
 - ii. Annual Debt Service Payment shall mean the annual MG-N payment for debt service.
 - iii. MG-N Water Use in 1,000 gallons shall mean the total water received by MG-N from Evanston or any other water supplier through the System.
- b. Second, at the conclusion of the fiscal year (January 1 to December 31) each Village's actual total gallons of water obtained from the System will be determined and a true-up will be calculated based on audited costs with any outstanding balance or surplus of funds calculated as a debt or credit to Morton Grove and Niles based on actual water usage of each Village during the subject fiscal year.

Attached as **Exhibit "A"** to this Agreement are "Example Formulas" relating to the above calculations of this Section: the MG-N Cost of Water/1,000 Gallons Calculation; and the End of Fiscal Year True-Up Calculation.

(iii) As part of the issuance of initial Project Bonds or other Debt Instruments, the Commission agrees to create and fund a capitalized interest account using a portion of the Project Bond or other Debt Instrument proceeds for purposes of paying any preliminary Annual Debt Service Payments that may come due prior

to the completion of the Project or any future System improvements. To the extent allowable in the authorizing and issuing documents for the Project Bonds or other debt instruments, the Commission further agrees to provide for the commencement of Annual Debt Service Payments after the completion of the Project or any future System improvements so that water revenue from the System can be used to pay the Debt Service Payments. Each Village agrees to take and receive water in accordance with the Water Supply Agreement entered into with Evanston.

- (iv) The Commission is obligated to reimburse the Villages for all of the actual, incurred Costs of the Project that have been paid under the Parties' Cost Sharing Intergovernmental Agreement.
- (v) After corporate formation, the Commission shall promptly borrow funds and/or issue Bonds or Debt Instruments to reimburse the Villages in equal periodic payments for the Costs of the Project that have been paid under the Parties' Cost Sharing Intergovernmental Agreement.
- (vi) The Commission shall reimburse in full the Villages for all of the Costs of the Project that they incurred, advanced and paid on behalf of the Commission and in relation to the Project within the first five (5) calendar years of the issuance of the Commission's initial Project Bonds or initial Debt Instruments, as authorized by Section 11-135-1 of the IMC.
- (vii) The Commission is obligated to set its water rates and charges to provide for adequate revenue to operate the Commission, the System and to make the debt service payments in regard to all of the Commission's Project Bonds or Debt Instruments.

(e) Commission Insurance. The Commission shall carry insurance or maintain self-insurance with respect to the Commission activities and the System of the kinds and in the amounts which are customarily carried or maintained by entities operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserve funds shall be used in making good the loss or damage in respect of which they were paid except to the extent no longer deemed useful to or profitable in the operation of the System, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(f) Commission Indemnification. To the fullest extent permitted by law, the Commission shall indemnify, defend and hold harmless any person who was or is made a party to a pending or completed action, suit or proceeding by reason of the fact that he/she is or was an appointed or designated representative (e.g. Commissioner, Chair, Chair Pro-Tem, Acting

Chair, Treasurer, Secretary, etc.), liaison, director, officer, committee member, employee, volunteer or agent of the Commission, against and from any expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding, if he/she acted in good faith on behalf of the interests of the Commission. The determination of whether an individual acted in good faith on behalf of the interests of the Commission shall be made by a majority vote of a quorum of the Board. This indemnification shall not apply to punitive damages or if indemnification would otherwise be prohibited by law.

Section 7. Member Covenants and Limitations. Each Member further covenants as follows:

(a) Maintain and Operate Unit System. It will own, maintain and operate its Unit System efficiently, and take steps reasonably necessary so that all improvements and extensions of its Unit System will be in good repair and working order and will operate properly and efficiently. Each Member will operate the same punctually, and perform all duties with respect to its Unit System as may be required by the Constitution and laws of the State of Illinois and all other applicable laws and by all resolutions and ordinances of such Member. Each Member will continue to own and possess its Unit System and will, within the exercise of reasonable business judgment and in a manner so as not to cause a default hereunder, and dispose of property which is part of its Unit System only to the extent that such property is no longer useful or profitable in the operations of its Unit System.

Within ninety (90) calendar days of the Transfer Date as determined by mutual agreement of the Parties, each Member shall execute such documents as will convey, without charge to the Commission, all portions of the System not included in the Unit System, but under its respective ownership at the time of the execution of this IGA, or any portion of its Unit System no longer to be own and operates by the Members for purposes of constructing, extending, maintaining, operating, removing, repairing and replacing any portion of the Commission Waterworks System. The conveyance shall be in "As Is" condition. Each Member shall also grant, from time to time, without charge to the Commission, upon reasonable notice and request from the Commission, as approved by the Board: 1) easements necessary for those portions of the System to be located on such Member's property; and 2) easements for the Commission to access the System for purposes of fulfilling its duties and responsibilities as to the System under this IGA, as amended. Each Member shall also grant to the Commission, from time to time during the term of this IGA, as amended, upon reasonable notice and request from the Commission, as approved by the Board, any reasonably required temporary construction easements over any property owned by the Member, for purposes of allowing the Commission to extend, repair, replace, or remove any portion of the System.

(b) Rate Covenant. It will establish, maintain, revise as necessary and collect, rates and charges for customers of its Unit System as shall be required from time to time to produce revenues at least sufficient (i) to pay all amounts due under this IGA, as amended, and to pay all other costs of operation and maintenance of its Unit System, (ii) to provide an adequate depreciation fund for its Unit System, and (iii) to pay the principal of and interest on all bonds of such Member payable from the revenues of its Unit System. The Commission may not sue to enforce the provisions of this Section as they relate to clauses (ii) through (iii) unless it can show that the ability of the Member to make the payments set forth in clause (i) is substantially impaired by the inadequacy of said rates and charges. The rates and charges for

customers of a Unit System shall be required to be sufficient to produce amounts required to make payments under this IGA, as amended.

(c) Segregate Revenues. It shall provide for the segregation of all revenues of its Unit System in such Unit System Fund and provide for the application of the revenues for the purpose of subsection (b) of this Section. Moneys of a Unit System of a Member which exceed the obligations of such Member hereunder may be used for any lawful corporate purposes.

(d) Future Subordination of Revenue Bond Lien. Any resolution or ordinance of the Member which authorizes the issuance after the date of this IGA, as amended, of any obligation (e.g., Bonds, Debt Instruments of any kind) of the Member to be paid from revenues of its Unit System will expressly provide that revenues of its Unit System may be used to pay principal of and premium, if any, and interest on those obligations only to the extent that those revenues exceed the amounts required to pay the operation and maintenance expenses of its Unit System including, expressly, all amounts payable from time to time under this IGA, as amended.

(e) Development Costs and Start-Up Costs. The Development Costs and Start-Up Operating Budget for the Start-Up Operating Costs related to the acquisition, construction and initial start-up and operation of the Commission and the System is set forth in Exhibit "A" attached to and made a part of this IGA. Each Member agrees Morton Grove shall be responsible for paying fifty percent (50%) of the Development Costs and the Start-Up Operating Costs and Niles shall be responsible for paying fifty percent (50%) of the Development Costs and the Start-Up Operating Costs, as required by the Parties' Cost Sharing Intergovernmental Agreement, subject to reimbursement by the Commission upon the issuance of Bonds or other Debt Instruments. The Board shall undertake their best efforts to establish the System serving the Charter Customers at the earliest feasible date after the Effective Date.

The amounts due pursuant to this subsection 7(e) from each Charter Customer shall be payable to the Commission on a date determined by the Board. In the event the number of Charter Customers changes, or in the event the Commission adds any new Member(s), the Charter Customers' and new Member(s) percentage share of the Start-Up Operating Costs shall be revised by utilizing any such data, or different methodology that is deemed equitable and approved by the Commissioners of the Charter Customers.

(f) Accounting and Audit. It will make and keep proper books and accounts (separate and apart from all other records and accounts of such Member) in which complete entries shall be made of all transactions relating to its Unit System, and, within one hundred eighty (180) calendar days following the close of each fiscal year of such Member, it will cause the books and accounts of its Unit System to be audited annually by independent certified public accountants, showing the receipts and disbursements on account of its Unit System.

(g) Insurance. It will carry insurance or maintain self-insurance with respect to its Unit System of the kinds and in the amounts which are customarily carried or maintained by entities operating similar properties, including, without limiting the generality of the foregoing, fire and other casualty and public liability insurance or protection. All moneys received for loss under the insurance policies or on deposit as self-insurance reserves shall be used in making good the loss or damage in respect of which they were paid except to the extent that the

property damaged or lost would be permitted to be disposed of under subsection (g) of this Section, whether by repairing the property damaged or replacing the property destroyed, and provision for making good such loss or damage or replacing the property destroyed shall be made within a reasonable time from date of loss. The proceeds derived from any and all policies or available from self-insurance reserves for public liability losses shall be used in paying or reimbursing any accounts from which payments for settlements, judgments or expenses were advanced.

(h) Budget and Appropriations. It will adopt a budget or appropriations ordinance for each fiscal year of such Member, or otherwise in accordance with applicable State laws, provide lawful authority for payment of all sums anticipated to be due to the Commission during such fiscal year.

(i) Continue to Serve. It will use its best efforts to continue serving all customers of its Unit System within its territorial limits which are served as of the date of this IGA, as amended.

(j) Maintain Water Allocation. It will use its best efforts to obtain or retain, from time to time, a Water Allocation at least equal to but not in excess of two (2) times its Full Water Requirements from time to time.

(k) Combining or Separating Unit System Accounts. It shall not combine its existing separate water system with its separate sewerage system or separate its existing combined waterworks and sewerage system into separate systems except on the following conditions: (i) the Member shall provide the Commission with written evidence that the proposed combination or separation will not materially and adversely affect the Member's ability to comply with all of the terms, conditions and covenants of this IGA, as amended; and (ii) if the Commission shall then determine the proposed combination or separation will not materially and adversely affect the Member's ability to comply with all of the terms, conditions and covenants of this IGA, as amended, then and only then the Commission shall approve such combination or separation and advise such Member in writing.

(l) Customer Covenants as to Rate of Withdrawal. Each Member will take Lake Water at the most uniform and continuous rate of withdrawal practicable.

(m) Member Indemnification. To the fullest extent permitted by law, each Member agrees to defend, indemnify and hold each of the other Members, the Commission, and their respective appointed and elected officials, employees, volunteers, contractors and agents harmless from and against any and all claims, demands, losses, causes of action or liabilities of any nature whatsoever, including reasonable attorney's fees and expenses, arising out of, in whole or in part, or in connection with or in consequence of any act or omission on the part of the Member, its respective appointed and elected officials, employees, volunteers, contractors and agents, in the performance of or with relation to any of the work or services to be performed or furnished by or on behalf of the Member under this IGA, except to the extent caused by the sole negligence of one or more of the other Members, or the Commission.

Section 8. Water Supply Agreements and Service Agreements.

(a) No Agreement with Rate More Favorable. The Commission shall not supply Lake Water except pursuant to a written agreement. No Water Supply Agreement for any Non-Chartered Customer or Service Agreement for any Service Customer shall provide rates, charges or terms lower or more favorable to a Non-Charter Customer or a Service Customer than those provided in this IGA, as amended, for Charter Customers.

(b) Commission-Approved Contract Customers; Limited Emergency Service. The Commission shall not contract for a supply of Lake Water to any other unit of local government or any entity except to Commission-approved Contract Customers, subject to the maximum Water Allocation provided to the Commission under the Master Water Supply Agreement. For emergency water usage by another unit of local government or any entity, the Commission may enter into emergency water connection agreements for such limited purposes.

(c) Water Supply Agreement and Service Agreement Terms. The Commission, in its sole discretion, may enter into a Water Supply Agreement for any Non-Charter Customer or a Service Agreement for any Service Customer, where such Water Supply Agreement or Service Agreement: (1) does not cause the Commission to exceed the maximum Water Allocation provided to the Commission under the Master Water Supply Agreement; and (2) provides for an equitable and lawful differential rate or charge in the formula for Aggregate Costs which may take into account any pertinent factor, including but not limited to, each of the following factors: (i) the utility rate which would be chargeable by a regulated utility for the proposed service, (ii) replacement cost of the System less depreciation and net outstanding Bonds and other Debt Instruments, and (iii) the amount and time of payment of Fixed Costs which would have been payable by the proposed Customer had such Customer become a Charter Customer, plus interest on such costs from the time when they would have been paid.

The differential may be satisfied by a lump sum payment or by surcharge for any term of years not longer than the remaining term of this IGA, as amended. The differential shall inure to the benefit of the then-current Charter Customers and other Contract Customers as their interests may appear (that is, those that have borne greater costs shall benefit proportionally greater) in such reasonable manner as the Commission may determine.

This subsection (c) of this Section is qualified by the Commission's legal duty to serve within its territorial limits and to charge for such service fair and equitable rates which are not prohibitive. It is the intent of the Commission in entering into this provision of this IGA to recognize that the Charter Customers, solely, enabled the Commission to establish the System, that the Charter Customers needed to be induced to be Charter Customers, that by its essential design in accordance with good engineering practice, the System must be established in many ways sufficient to serve all Customers, but that only those who became Charter Customers will have paid for the initial construction of the System.

Section 9. Defaults; Remedies.

(a) Commission Defaults. Failure by the Commission to deliver Lake Water to any Member as required by this IGA, or failure of the Commission to perform any other obligation under this IGA or any related agreement or contract, including but not limited to, the Water Supply Agreements with the Charter Customers and the Master Water Supply Agreement (together the "Related Commission Agreements"), shall be a default of the Commission under this IGA if the failure to perform continues for thirty (30) consecutive days after written notice of

the failure has been delivered by such Member or the supplier under the Master Water Supply Agreement to the Commission, unless any such failure is cured or excused pursuant to a Force Majeure event set forth in Section 12(c) of this IGA. If the Commission defaults under this IGA or any of the Related Commission Agreements, the Member or Members affected may bring any action against the Commission, including an action for money damages or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law. Election of any remedy shall not be a waiver of any other remedy.

(b) Member Defaults. Failure by a Member to perform any obligation under this IGA or any related agreement or contract, including but not limited to, the Member's Water Supply Agreement (together the "Related Member Agreements"), shall be a default of the Member under this IGA if the failure to perform continues for thirty (30) consecutive days after written notice of the failure has been delivered by the Commission to the Member, unless any such failure is cured or excused pursuant to a Force Majeure event set forth in Section 12(c) of this IGA. If the Member defaults under this IGA or any of the Related Member Agreements, the Commission may bring any action against the Member, including an action for money damages or in equity and actions for mandamus and specific performance of the Commission's obligations to the extent allowed by law, and the Commission shall be entitled to recover from the Member its costs, expenses, experts' fees, and attorneys' fees in bringing such action. Election of any remedy shall not be a waiver of any other remedy.

(b) Sole Method for Members to Enforce Provisions Hereof Against Other Members and Customers. Each Member acknowledges that its obligations to make payments hereunder are of benefit to each other Member and to other Contract Customers as such other Contract Customers' obligations are of benefit to the Member. Accordingly, each Member agrees that, the Members, or any fifty percent (50%) or more Customers acting together may enforce the provisions of this IGA against other Members and Customers as it affects them, but only if the Commission has not acted to enforce such provisions within ninety (90) calendar days of failure to make a payment hereunder. Any rights any Customer has under this IGA or other contracts with the Commission shall be limited in enforcement as set forth herein. Except as otherwise limited in this IGA and specifically as limited by subsection 9(d) below, in any action with respect to this IGA, the Parties are free to pursue any legal remedies at law or in equity. Each and every one of the rights, remedies, and benefits provided by this IGA shall be cumulative and shall not be exclusive of any other rights, remedies, and benefits allowed by law. Each Party will bear its own costs, expenses, experts' fees, and attorneys' fees, incurred in litigation arising under this IGA, except as otherwise set forth in this IGA.

(d) Member Obligations Unconditional; No Set-off. The Charter Members shall have no right to terminate, cancel or rescind this IGA, except for the termination and dissolution process set forth below in Section 11. The Members shall no right to withhold from the Commission payments due or to become due under this IGA, no right to recover from the Commission unless paid in error or contrary to the provisions of this IGA or law, no right of reduction or set-off against the amounts due or to become due under this IGA to the Commission (unless a credit or adjustment is mutually agreed upon by the parties), and no lien on any amounts in any fund established by the Commission for any reason or on account of the existence or occurrence of any event, condition or contingency, whether foreseen or unforeseen or foreseeable or unforeseeable by the Members or the Commission or any other person; including by way of illustration and not limitation by reason of the fact that the System in whole or in part is not completed, operable or operating; the output of the System in whole or in part is

suspended, interrupted, interfered with, reduced or curtailed; any party to the Master Water Supply Agreement does not perform in whole or in part thereunder; the Water Allocation of any Customer is modified or terminated or any Customer does not perform in whole or in part under this IGA or any other agreement or instrument; it being the intent hereof that the Members shall be absolutely and unconditionally obligated to make all payments hereunder. The Commission will issue any Bonds and Debt Instruments in specific reliance on the limitations set forth in this Section with respect to the rights of the Members.

(e) **Dispute Resolution; Negotiation.** The Members desire to resolve any future disputes that may arise between them relative to this IGA by avoiding termination of a Member or litigation. Accordingly, the Members agree to engage in good faith negotiations to resolve any such dispute. If any Member has a dispute about a violation, interpretation or application of a provision of this IGA, or if a dispute arises regarding a Member's failure to comply with the terms of this IGA, then a written notice prepared by the affected party or his/her/its representative (e.g., the Board, the Operating Commission, the Superintendent or one or more Members) shall be served on the Chair of the Board and upon the Member at issue as provided in subsection 12(e) of this IGA. The written notice shall set forth in detail the dispute, the provisions of this IGA to which the dispute is related, and all facts and circumstances pertinent to the dispute. The Chair then, within ten (10) calendar days of receipt of the notice or issuance of the notice, shall schedule a date to conduct a conference to resolve the dispute. Such conference shall be conducted by the Chair within thirty (30) calendar days after notice of the dispute has been delivered as provided herein. If a resolution is not reached within such 30-day period (or such longer period to which the Parties may mutually agree), then either party may pursue remedies available under this IGA or available under applicable law. The Chair shall update the Board and the Operating Commission on the status of such dispute resolution efforts.

Section 10. Approval of New Members.

Upon approval as required herein, a new Member may join the Commission, and upon joining, the new Member shall have those rights and obligations as set forth in an addendum to this IGA that contains the terms and conditions of membership as agreed to by the Board and the new Member. Approval of a new Member shall be contingent upon each of the following:

- (i) Approval and execution of an addendum to this IGA;
- (ii) Delivery to the Commission of a certified copy of a duly enacted resolution in proper form authorizing and directing execution of an addendum to this IGA, and further agreeing to be bound by this IGA and the By-Laws (if adopted), as those documents are amended from time to time, and accepting liability for its proportionate share of all existing and future debts and liabilities of the Commission;
- (iii) Payment to the Commission of a "non-refundable Capital and Operating Participation Fee" that relates to a portion of the Capital Costs incurred in the establishment of Commission and a portion of the ongoing Operating Costs of Commission that the new Member is obligated to contribute towards, and, if necessary, the payment of additional Capital Costs needed to update the Commission Waterworks System to allow for the service of the new Member and

not diminish the existing service level of the other Members, as determined by the Board based on information provided by the Superintendent, any Commission retained consultant and/or the Commission's auditor. The use of any additional Capital Costs received from a new Member shall be determined by the Board with input from the Superintendent, any Commission-retained consultant and/or the Commission's auditor;

(iv) Timely payment of all fees, costs and financial obligations required by this IGA, an addendum or as determined by the Board;

(v) The Board's determination that the Commission can adequately serve the new Member without diminishing the ability of the Commission to continue to serve the other Members; and

(vi) Approval by majority vote of the Board and ratification of such by resolution of the corporate authorities of a majority of the Members; except that if the Commission is composed of two (2) municipalities, only the approval of a majority of the Board is required to accept an additional Member; and except that if a municipality or water commission has been a Customer for a minimum of twenty (20) years, receives at least ninety percent (90%) of its water from the Commission, and the population of the municipality or water commission exceeds twenty percent (20%) of the population of the then current member municipalities, that municipality or water commission shall become a part of the Commission on the terms set forth in this IGA; all as set forth in Section 11-135-3 of Division 135 of the IMC, 65 ILCS 5/11-135-3, as amended from time to time.

Section 11. Withdrawal; Dissolution.

(a) **Voluntary Withdrawal of Charter Member.** A Charter Member may, at any time upon mutual agreement with the other Charter Member, and after payment, prepayment or mutual agreement among the Charter Members regarding an alternative to payment, of all Bonds and Debt Instruments for which the Charter Member is responsible, in whole or part, give written notice of its intent to withdraw from the Commission, and terminate the Charter Member's Water Supply Agreement, subject to the below conditions in this subsection 11(a). Upon withdrawal, the withdrawing Charter Member shall continue to be responsible for:

- (i) Its share of all Commission fees and costs, through the effective date of its withdrawal or the end of its allocated share of all Commission financial obligations including its share of all outstanding and future debt service payments for Bonds and Debt Instruments;
- (ii) Any contractual obligations it has signed separately with the Commission; and
- (iii) The Recapture Fee, as determined by the Board with input from the Superintendent, any Commission-retained consultant and/or the Commission's auditor.

A Charter Member may only voluntarily terminate its Water Supply Agreement as set forth in this subsection 11(a). If the withdrawal results in termination of this IGA, then the withdrawing Charter Member shall participate in the termination of this IGA and the dissolution of the Commission as set forth herein.

(b) Voluntary Withdrawal of Non-Charter Member. A Non-Charter Member may, at any time upon mutual agreement with the Charter Members, and after payment, or prepayment, of all Bonds and Debt Instruments for which the Non-Charter Member is responsible, in whole or part, give written notice of its intent to withdraw from the Commission, and terminate the Non-Charter Member's Water Supply Agreement, subject to the below conditions in this subsection 11(b). Upon withdrawal, the withdrawing Non-Charter Member shall continue to be responsible for:

- (i) Its share of all Commission fees and costs through the effective date of its withdrawal or the end of its allocated share of all Commission financial obligations, including its share of all outstanding and future debt service payments for Bonds and Debt Instruments;
- (ii) Any contractual obligations it has signed separately with the Commission; and
- (iii) The Recapture Fee, as determined by the Board with input from the Superintendent, any Commission-retained consultant and/or the Commission's auditor.

A Non-Charter Member may only voluntarily terminate its Water Supply Agreement as set forth in this subsection 11(b). If the withdrawal results in termination of this IGA, then the withdrawing Non-Charter Member shall participate in the termination of this IGA and the dissolution of the Commission as set forth herein.

(c) Involuntary Withdrawal. A Member's participation in the Commission may be terminated as follows:

- (i) Upon a two-thirds (2/3rds) vote of the Board, a Member's participation in the Commission may be terminated for the following reasons:
 - 1. The non-payment of any required fees, costs and other financial obligations including its share of all outstanding and future debt service payments for Bonds and Debt Instruments, within thirty (30) calendar days of written notice, if the non-payment is not timely resolved as provided for below.
 - 2. Conduct by the Member or any of its employees, agents, contractors or representatives that violates any of the terms of this IGA, any adopted By-Laws, or its Water Supply Agreement or other applicable laws or governmental regulations.
 - 3. Non-compliance with or conduct by the Member or any of its employees, agents, contractors or representatives that violates

any protocols, orders, directives of the Board, the Committee, the Superintendent, or industry standards or applicable laws or governmental regulations in regard to the operation of the Commission or the Commission Waterworks System.

Prior to taking a vote to terminate for an uncured default, the Board shall provide to the Member an opportunity to have its alleged default resolved pursuant to the provisions of this subsection 11(c)(ii) below.

(ii) The non-payment of any required fees, costs and financial obligations required by this IGA within thirty (30) calendar days of notice by the Commission as set forth herein, or the refusal or failure of any Member to be bound by any obligations of the Commission, shall constitute a default under this IGA. The default may be cured within the thirty (30) calendar days following receipt of a notice of default. Involuntary withdrawal shall be subject to the following conditions:

1. Withdrawal shall take effect immediately or on a date established by a vote of two-thirds (2/3rds) of the Board.
2. Upon withdrawal, the withdrawing Member shall continue to be responsible for:
 - a. Its share of all Commission fees and costs and its allocated share of all Commission financial obligations required by this IGA for a one (1) year period commencing as of the date that the Board votes to terminate the membership of the Member;
 - b. Its share of all outstanding and future debt service payments for Bonds and Debt Instruments;
 - c. Any contractual obligations it has signed separately with the Commission; and
 - d. The Recapture Fee.

(c) Termination and Dissolution.

- (i) If the Board determines that the withdrawal of a Member reduces the number of Members to less than that feasible to keep the Commission operational, or upon the vote of two-thirds (2/3rds) of the Members to dissolve, then this IGA shall be terminated as of an effective date to be determined by the Board.
- (ii) Upon such termination, and after payment of all debts, all assets and all liabilities of the Commission, remaining funds shall be distributed among those Members who were active members of the Commission at the time of termination or dissolution, in proportion to their respective payments to

the Commission during the preceding three (3) fiscal years. The Members shall share equally in all costs pertaining to debts and liabilities of the Commission and any other costs associated with terminating the operations of the Commission and the dissolution of the Commission. As part of dissolution of the Commission and a termination of this IGA, a Recapture Fee shall be paid by those certain Members who are subject to payment of the Recapture Fee as determined by the Board under the provisions of this IGA.

(iii) Upon such termination, and after payment of all debts and liabilities, the Members shall cooperate to wind down the Commission as follows:

1. The fixed assets of the Commission shall be declared surplus property and sold by auction or sealed bid or as allowed by applicable law after at least a prior thirty day (30) public notice is issued. The proceeds from the sale of the fixed assets and all cash, less the payment of any and all debts and liabilities, shall be divided among the active Members at the time of dissolution in proportion to their average respective usage of the Commission Waterworks System paid during the preceding three (3) fiscal years. If the debts and liabilities exceed the proceeds of the sold assets, payment of the remaining debts and liabilities shall be made by contributions by all active Members, at the time of dissolution, in proportion to their average respective usage of the Commission Waterworks System paid during the preceding three (3) fiscal years.
2. All Members shall share on a proportionate basis (as noted in subsection 1 above) in the payment or satisfaction of all debts and liabilities of the Commission and any other costs, fees and charges associated with terminating the operations of Commission and the dissolution of the Commission.
3. As part of the dissolution of the Commission and a termination of this IGA, a Recapture Fee shall be paid by those certain Members who are subject to the Recapture Fee. The Board, with input from the Superintendent, any Commission-retained consultant and/or the Commission's auditor, will determine the value of any Recapture Fees.
4. All public records, individual files and documentation shall be discarded in accordance with the regulations of the Local Records Act, upon approval of the Local Records Commission, or shall be distributed to the applicable Member which has jurisdiction of the subject matter of the file or documentation for retention, without charge or offset.

(d) Financial Obligations Upon Member Withdrawal or Commission Dissolution. Upon withdrawal of a Member or the dissolution of the Commission, all monies

that are allocated or attributable to the Member that are received or collected prior to or after the effective date of the withdrawal or termination to pay for the operation and maintenance of the Commission's Waterworks System shall be made available to the Member, but only after the allocated portion of the Member's debts, liabilities and obligations pertaining to its participation in the Commission or its withdrawal from the Commission or the dissolution of the Commission have been fully paid.

Section 12. Miscellaneous.

(a) Modification of this Agreement or of the Master Water Supply Agreement. Except for revisions and adjustments otherwise expressly provided for, neither this IGA nor the Master Water Supply Agreement may be changed or modified unless the consent of the Commission and all Members shall have been obtained (other than rate changes imposed by the supplier under the Master Water Supply Agreement on the terms set forth therein). The consent of Members shall be evidenced by the adoption of an ordinance or resolution to that effect.

(b) Non-Assignability. Except to the extent hereinafter provided, no Party shall assign or transfer this IGA or any rights or interests herein without the written consent of both Charter Customers and three-fourths (3/4ths) vote of the Members..

(c) Force Majeure. In case by reason of force majeure any Party hereto shall be rendered unable wholly or in part to carry out its obligation under this IGA, then if such Party shall give notice and full particulars of such force majeure in writing to the other Parties within a reasonable time after occurrence of the event or cause relied on, the obligation of the Party giving such notice, so far as it is affected by such force majeure shall be suspended during the continuance of the inability then claimed, but for no longer period, and any such Party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "force majeure" or "Force Majeure event" as employed herein shall mean acts of God, strikes, lockouts or other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, of the State of Illinois, or of any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraints of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, canals, or tunnels, partial or entire failure of water supply, and inability on the part of the Commission to deliver Lake Water hereunder, or of any Member to receive Lake Water hereunder, on account of any other causes not reasonably within the control of the Party claiming such inability. The settlement of strikes and lockouts shall be entirely within the discretion of the Party having the difficulty and that the above requirement that any "Force Majeure event" shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing Party or Parties when such settlement is unfavorable to it in the judgment of the Party having the difficulty. No Force Majeure event which renders any of the Parties unable to perform under this IGA shall relieve a Member of its obligation to make payments to the Commission as required under this IGA. If a Party cannot perform under this IGA due to the occurrence of a Force Majeure event, then the time period for performance of the Party under this IGA shall be extended by the duration of the Force Majeure event.

(d) Regulatory Bodies. The Parties through this IGA seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the

State of Illinois. This IGA shall be subject to all valid rules, regulations, and laws applicable hereto passed or promulgated by the United States of America, the State of Illinois, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency or any of them; provided however, that this clause shall not be construed as waiving the right of either Party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this IGA.

(e) Notices and Evidence of Actions. All notices or communications provided for herein shall be in writing and shall be delivered to the Members affected or the Commission either in person or by United States mail, via registered mail, return receipt requested, postage prepaid, addressed to the principal office thereof.

Any action hereunder to be taken by the Commission or any Member may be evidenced by copy of official proceedings (including pertinent minutes, motions, resolutions, or ordinances) duly certified by the Secretary of such Member or the Secretary of the Commission.

(f) Cooperation. The Members shall reasonably cooperate with the Commission, and the Commission shall reasonably cooperate with the Members, in the establishment, construction and acquisition of the System; in the issuance of Bonds or other Debt Instruments and the issuance of the Member's general obligation bonds, alternate bonds, limited bonds, revenue bonds or any other type of bonds authorized under the LGDR Act for the benefit of its Unit System; in the performance of the Commission's responsibilities as to the construction, operation, maintenance and administration of the System; and in the performance of their respective responsibilities for the contracting and supply of water. Neither the Commission nor the Members shall unreasonably act, or fail to reasonably act, so as to interrupt the supply of water to any Member.

Each Member shall grant without charge to the Commission any reasonably required temporary construction easements and any permanent easements necessary for portions of the System to be located on such Member's property, provided the Commission agrees to restore the easement property to its prior condition using like-kind materials in after construction. Each Member shall grant the Commission access to its property to the extent reasonably necessary to construct and install the points of delivery and connection for the System and the appurtenant devices to connect to the Unit System.

The Commission shall grant without charge to each Member any reasonably required temporary construction easements on Commission property necessary for work of any kind to be performed on portions of the Unit System, provided the Member agrees to restore the easement property to its prior condition using like-kind materials in after construction. The Commission shall grant the Member access to its property to the extent reasonably necessary to construct and install the points of delivery and connection for the System and the appurtenant devices to connect to the Unit System.

Notwithstanding any of the provisions of this IGA, the Commission is not prohibited by this IGA from entering into cooperative arrangements with other suppliers of Lake Water to provide Lake Water to each other to meet their water needs, provided that these arrangements do not interfere, except in emergencies, with the delivery of Lake Water to the Members.

(g) Evidence of Customer Action. Wherever in this IGA the consent or authorization of a Charter Customer or both Charter Customers are required, that consent may only be evidenced by an ordinance, a resolution or a motion passed by the corporate authorities of the Charter Customer or the affirmative votes of the Commissioners of the both Charter Customers.

(h) Severability. Should any part, term, or provision of this IGA be determined by a court of competent jurisdiction to be illegal or in conflict with any law, the application of such term or provision to circumstances or in respects other than those to which it has been determined to be invalid or unenforceable shall not be affected thereby, and such invalid or unenforceable provision shall be modified to the minimum extent necessary to render such term or provision valid and enforceable and to effect the intent of this IGA.

(i) Governing Law; Venue. All questions of interpretation, construction and enforcement, and all controversies with respect to this IGA, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The Parties agree that, for the purpose of any litigation relative to this IGA and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the Parties consent to the *in personam* jurisdiction of said Courts for any such action or proceeding.

(j) Execution in Counterparts. This IGA may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same instrument. Any such counterpart may be signed by one or more of the Parties hereto so long as each of the Parties hereto has signed one or more of such counterparts.

(k) Filing. Promptly upon this IGA being entered into, or upon the amending of this IGA, a copy of this IGA or amendment shall be filed in the office of the Secretary of State of Illinois, with the Cook County Clerk and with the Cook County Recorder and any other governmental regulatory agency with oversight authority by the Commission. Promptly upon the dissolution of the Commission, if any, that fact shall be certified by an officer of the Commission to the Secretary of State of Illinois.

(l) Existence of Other Agreements. Morton Grove, Niles and all Contract Customers of the Commission acknowledge the existence of the Master Water Supply Agreement between the Commission and the City of Evanston dated January 23, 2017, that is to be read in conjunction with the terms of this IGA.

**THE REMAINDER OF THIS PAGE
HAS INTENTIONALLY BEEN LEFT BLANK**

IN WITNESS WHEREOF, the Parties hereto have caused their respective corporate names to be subscribed hereto and their respective corporate seals to be hereto affixed and attested by their duly authorized officers, all on the date set opposite their respective corporate names.

VILLAGE OF MORTON GROVE, ILLINOIS

By: _____

Name: Daniel P. DiMaria
Village President

Date: March 13, 2017

ATTEST:

By: _____

Name: Connie Travis
Village Clerk

Date: March 13, 2017

VILLAGE OF NILES, ILLINOIS

By: _____

Name: _____
Village President

Date: _____

ATTEST:

By: _____

Name: _____
Village Clerk

Date: _____

Exhibit “A”

Start-Up Operating Budget

(attached)

Legislative Summary

Resolution 17-17

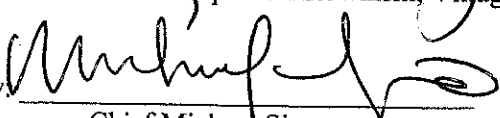
AUTHORIZATION FOR THE PURCHASE OF POLICE SQUAD CARS THROUGH THE SUBURBAN PURCHASING COOPERATIVE

Introduced:	March 13, 2017
Purpose:	To authorize the Village President to approve the purchase of two (2) police sports utility vehicles from Currie Motors Fleet in Frankfort, Illinois and one (1) regular police squad car from Napleton Dodge. These new vehicles will replace high mileage vehicles currently being utilized in the Police Department which are declining in reliability. Currie Motors and Napleton Dodge were both awarded by the Suburban Purchasing Cooperative the contracts to sell 2017 police squad cars. Purchasing squad cars from the Suburban Purchasing Cooperative will allow municipalities to bypass the formal bidding process.
Background:	Every 3 years, high mileage squad vehicles are replaced to insure key equipment utilized by our officers does not fail during their duties as public safety first responders. The squad vehicles are utilized 24 hours-a-day and they need to be in excellent condition at all times.
Programs, Departments or Groups Affected	Police Department, Public Works Vehicle Maintenance
Fiscal Impact:	A total of \$81,262.00 for the two (2) sports utility police squad cars and one (1) regular police squad car.
Source of Funds:	023014-572030 (\$76,000.00) and 023014-572010 (\$5,262.00)
Workload Impact:	The ordering and changing over of the vehicles will be coordinated by the Public Works Vehicle Maintenance Department.
Administrator Recommendation:	Approval as presented.
First Reading:	Not Required
Special Considerations or Requirements:	None

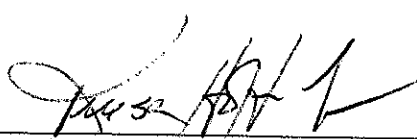
Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

Prepared by:


Chief Michael Simo

Reviewed by:


Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 17-17

AUTHORIZING THE PURCHASE OF POLICE PURSUIT VEHICLES THROUGH THE SUBURBAN PURCHASING COOPERATIVE BID 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, the Village Board has authorized the acquisition of Police Squad Cars in the Calendar Year 2017 Adopted Budget, and

WHEREAS, the Calendar Year 2017 Adopted Budget incorporates a line item to purchase police squad cars; and

WHEREAS, the Suburban Purchasing Cooperative recently extended their bid contracts providing for the purchase of police squad cars from Napleton Fleet Group in Westmont, Illinois for the 2017 Dodge Charger at a unit price of \$24,582.00; and Currie Motors Fleet in Frankfort, Illinois for the 2017 Ford Utility Police Interceptors at a unit price of \$28,340.00; and

**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 Village President and Board of Trustees hereby authorize the purchase of one (1) Model Year 2017 Dodge Charger squad car from Napleton Fleet Group at a total cost of \$24,582.00 per the terms and conditions of the Suburban Purchasing Cooperative bid, Contract # 149; two (2) Model Year 2017 Ford Utility Police Interceptor squad cars at a total cost of \$56,680.00 from Currie Motors per the terms and conditions of the Suburban Purchasing Cooperative bid, Contract #152.

SECTION 2: The Village Administrator and Director of Finance are hereby directed to authorize the issuance of purchase orders to place the squad cars on order.

SECTION 3: That this Resolution shall be in full force and effect from and after its adoption.

PASSED this 13th day of March 2017.

Trustee Gear

Trustee Minx

Trustee Pietron

Trustee Ramos

Trustee Thill

Trustee Witko

APPROVED by me this 13th day of March 2017.

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

APPROVED and FILED in my office
this 13th day of March 2017.

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois



A Joint Purchasing Program For Local Government Agencies

August 26, 2016

Napleton Fleet Group
Ms. Kristen N. Hrones
Manager
1 E. Oak Hill Drive, Suite 100
Westmont, IL 60559

Dear Ms. Hrones,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the first of three (3) possible 1-year contract extensions of SPC Contract #149 for the 2017 Dodge Charger Police Pursuit Vehicle Plus Option Packages and Other Options to Napleton Fleet Group, Westmont, IL. Napleton Fleet Group has been a responsive and responsible SPC vendor for the past five years.

With acceptance of this contract extension, Napleton Fleet Group, Westmont, IL agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded, with the exception of increasing the administrative fee to \$120.00.

Napleton Fleet Group, Westmont, IL will handle all billing. Each vehicle purchased will be assessed a \$120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Napleton Fleet Group, Westmont, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention. The duration of the contract extension is August 26, 2016 through August 25, 2017. The SPC reserves the right to extend this contract for up to (2) two additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Sincerely,

Ellen Dayan, CPPB
Program Manager for Purchasing
Northwest Municipal Conference

08/25/2015

Name: Ellen Dayan
Northwest Municipal Conference

Date

Kristen N. Hrones 11-17-16
Name: Kristen N. Hrones
Date
Napleton Fleet

*DuPage Mayors &
Managers Conference*
1220 Oak Brook Road
Oak Brook, IL 60521
Suzette Quintell
Phone: (630) 574-0180
Fax: (630) 574-0181

*Northwest Municipal
Conference*
1600 East 10th Rd., Suite 9700
Des Plaines, IL 60016
Ellen Dayan, CPPB
Phone: (815) 296-9200
Fax: (815) 296-9201

*South Suburban Mayors
And Managers Association*
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Paesel
Phone: (708) 206-1155
Fax: (708) 206-1133

*Will County
Governmental League*
4150 Theodore Street, Suite 101
Joliet, IL 60435
Cheryl Belton
Phone: (815) 729-3535
Fax: (815) 729-3536



Napleton Fleet Group

2017 Dodge Charger Pursuit Price List and Order Form

Contract #149

Napleton Fleet Group

NWMC Suburban Purchasing Cooperative

www.nwmc-cog.org

Please contact Bob Barr at 630-455-2911 or rbarr@napletonfleet.com prior to purchase order issuance and order placement.

Final Order Date for the 2017 Dodge Charger Pursuit is 4/20/17.

Please check-mark the options needed:

Code	Description	Class	SPC Contract Price
LDDE48	27A RWD Base Car - V6 Engine, Rear Wheel Drive 3.6 Liter V6 Engine, 300 HP, 264 lb-ft. of torque 50 State Emissions 5-Speed W5A580 Automatic Transmission Column Mount Gear Shift Lever 2.62 Rear Axle Ratio 18 x 7.5 Black Steel Wheels with Chrome Center Caps P225/60R18 BSW Performance Tires Power Windows-Locks-Mirrors Cruise Control 5" Touch Screen Display UConnect 5.0 Radio, AM/FM/BT Black Vinyl Floor Covering Mini (half) Floor Console Center Dome Lamp Four Key Fobs with Proximity Keyless Entry and Keyless Go Secure Park (Key Fob must be present for idling vehicle to be driven) <i>Includes Factory Destination Charge.</i> <i>Includes delivery to customer's location in the greater Chicago metro area with 1/4 tank of fuel remaining. 75 cents per mile delivery charge outside greater Chicago metro area.</i>	STD	\$21,750.00
<input type="checkbox"/> XKN	Flex Fuel Vehicle – V6 only	OPT	N/C
<input type="checkbox"/> LDDE48	29A RWD Additional Cost to Upgrade Base Car with V8 Engine 5.7 Liter V8 Engine, 370 HP, 395 lb-ft. of torque (other specifications same as Base Car detailed above)	OPT	918.00
<input checked="" type="checkbox"/> LDEE48	29A AWD Additional Cost to Upgrade Base Car with V8 Engine and All Wheel Drive 5.7 Liter V8 Engine, 370 HP, 395 lb-ft. of torque 3.07 Rear Axle Ratio (other specifications same as Base Car detailed above)	OPT	2,064.00

Wheel & Tire Options:

	TBW	Full Size Spare Tire	STD	STD
<input type="checkbox"/>	TBF	Delete Full Size Spare Tire <i>Tire Service Kit provided.</i>	OPT	(89.00)
<input type="checkbox"/>	TBH	Full Size Spare Tire Relocation Bracket <i>Moves tire from angled position in trunk to horizontal position over rear axle hump.</i>	OPT	129.00
<input type="checkbox"/>	W8A	Full Wheel Covers – RWD only <i>Replaces Chrome Center Caps.</i>	OPT	36.00
<input type="checkbox"/>	W8B	Full Wheel Covers – AWD only <i>Replaces Chrome Center Caps.</i>	OPT	36.00
<input type="checkbox"/>	TYL	P245/55R18 BSW Performance Tires	OPT	160.00

Interior Options:

	C8	Heavy Duty Cloth Bucket Seats & Cloth Rear Bench (black) <i>Includes 6-Way Power Driver Seat</i>	STD	STD
<input type="checkbox"/>	X5	Replace Cloth Rear Bench Seat with Vinyl Rear Bench (black)	OPT	107.00
	CKJ	Black Vinyl Floor Covering	STD	STD
	CM8	Mini Floor Console (half console)	STD	STD
<input type="checkbox"/>	CKD	Black Floor Carpeting <i>Replaces Black Vinyl Floor Covering. Included in AEB Street Appearance Group.</i>	OPT	111.00
<input checked="" type="checkbox"/>	LBG	Front Overhead Reading/Map Lamps <i>Mounted between sun visors. Included in AEB Street Appearance Group. These lamps will light when a door is opened; interior light switch can be set to off position so they do not.</i>	OPT	67.00

Group Options:

		Connectivity Group <i>Uconnect Voice Command with Bluetooth Hands Free Phone Connectivity</i>	STD	STD
<input type="checkbox"/>	AHM	Convenience Group <i>4-Way Power Front Passenger Seat Power Adjustable Pedals</i>	OPT	427.00
<input type="checkbox"/>	AMV	Fleet Park Assist Group <i>Rear Park Assist Sensors Rear Back-Up Camera</i>	OPT	312.00
<input type="checkbox"/>	AEB	Street Appearance Group <i>Full Wheel Covers over 18 x 7.5 Black Steel Wheels Heated Exterior Mirrors Front Reading/Map Lamps Illuminated Front Cup Holders Full Length Civilian Floor Console Dual Remote USB Ports for Charging Rear Climate Control Outlets Floor Carpeting with Front & Rear Carpeted Floor Mats</i>	OPT	334.00
<input checked="" type="checkbox"/>	CKJ	Black Vinyl Floor Covering with AEB <i>Deletes Floor Carpeting & Mats and Full Length Civilian Console from AEB.</i>	OPT	N/C
<input type="checkbox"/>	CM8	Mini Floor Console with AEB <i>Deletes Full Length Civilian Floor Console from AEB.</i>	OPT	N/C

Individual Options:

<input type="checkbox"/>	NZE	Base Engine Controller <i>Limits max speed to 130 MPH.</i>	OPT	N/C
<input type="checkbox"/>	NHK	Engine Block Heater	OPT	85.00
<input checked="" type="checkbox"/>	GUK	Heated Exterior Mirrors <i>Included in AEB Street Appearance Group.</i>	OPT	53.00
<input type="checkbox"/>	AYJ	Max Flow Package Lower intake grille	OPT	134.00
<input type="checkbox"/>	LSA	Security Alarm	OPT	134.00
<input type="checkbox"/>	GXQ	Additional Non Fleet Key-Alike Fobs <i>Includes 4 additional key fobs for a total of 8 key fobs.</i>	OPT	89.00
<input type="checkbox"/>	GXF	Entire Fleet Key-Alike (FREQ 1) <i>Includes 4 additional key fobs for a total of 8 key fobs.</i>	OPT	125.00
<input type="checkbox"/>	GXA	Entire Fleet Key-Alike (FREQ 2) <i>Includes 4 additional key fobs for a total of 8 key fobs.</i>	OPT	125.00
<input type="checkbox"/>	GXE	Entire Fleet Key-Alike (FREQ 3) <i>Includes 4 additional key fobs for a total of 8 key fobs.</i>	OPT	125.00
<input type="checkbox"/>	GXG	Entire Fleet Key-Alike (FREQ 4) <i>Includes 4 additional key fobs for a total of 8 key fobs.</i>	OPT	125.00

Police Equipment Package Options:

<input type="checkbox"/>	AV2	Integrated Display Package 12.1" Integrated Display Screen UConnect 8.4A Radio, AM/FM/SXM/BT GPS Antenna Input, NAV Capable	OPT	1,994.00
<input type="checkbox"/>	AYW	Patrol Package Wiring Prep Front & Rear Wire Harness Power Distribution Center	OPT	1,024.00
<input type="checkbox"/>	AYE	Patrol Package Base Prep Front & Rear Wire Harness Power Distribution Center Siren Speaker & Bracket Trunk Tray & Cooling Fan <i>Includes Spare Tire Relocation Bracket.</i> <i>Spare Tire is positioned horizontally under the Trunk Tray.</i>	OPT	1,909.00

Police Equipment Individual Options:

<input checked="" type="checkbox"/>	CW6	Deactivate Rear Door Interior Handles and Window Switches <i>Includes bagged parts kit to reactivate rear door interior handles & window switches.</i>	OPT	67.00
<input type="checkbox"/>	XFX	Equipment Mounting Bracket <i>Mounted over standard equipment Mini Floor Console.</i>	OPT	N/C
<input type="checkbox"/>	CUG	Havis Police Floor Console	OPT	414.00
<input type="checkbox"/>	CBT	Steel Seat Back Panel Inserts	OPT	120.00
<input type="checkbox"/>	XDV	Driver Side Ballistic Door Panel	OPT	2,092.00
<input type="checkbox"/>	XDG	Passenger Side Ballistic Door Panel	OPT	2,092.00

<input type="checkbox"/>	LNF	Left Halogen Spot Lamp, black housing	OPT	187.00
<input checked="" type="checkbox"/>	LNK	Left LED Spot Lamp, black housing	OPT	321.00
<input type="checkbox"/>	LNA	Left & Right Halogen Spot Lamps, black housings	OPT	374.00
<input type="checkbox"/>	LNK	Left & Right LED Spot Lamps, black housings	OPT	641.00
<input type="checkbox"/>	M2B	White Graphics Wrap – Front Doors	OPT	423.00
<input type="checkbox"/>	M2C	White Graphics Wrap – All Four Doors	OPT	841.00
<input type="checkbox"/>	M3F	White Graphics Wrap – Engine Hood	OPT	231.00
<input type="checkbox"/>	M3G	White Graphics Wrap - Roof	OPT	240.00
<input type="checkbox"/>	M3H	White Graphics Wrap – Trunk Lid	OPT	156.00

Interior Color:

X9	Black Interior Fabric	STD	STD
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Exterior Colors:

<input checked="" type="checkbox"/>	PW7	Bright White Clearcoat	OPT	N/C
<input type="checkbox"/>	PX8	Pitch Black	OPT	N/C
<input type="checkbox"/>	PAU	Granite Crystal Metallic Clearcoat	OPT	N/C
<input type="checkbox"/>	PSC	Billet Silver Metallic Clearcoat	OPT	N/C
<input type="checkbox"/>	PS2	Bright Silver Metallic Clearcoat	OPT	N/C
<input type="checkbox"/>	PBX	Jazz Blue Pearlcoat	OPT	N/C
<input type="checkbox"/>	PAR	Maximum Steel Metallic Clearcoat	OPT	N/C
<input type="checkbox"/>	PB5	Electric Blue Pearlcoat	OPT	445.00
<input type="checkbox"/>	P82	Ranger Clearcoat	OPT	445.00
<input type="checkbox"/>	P79	Michigan State Police Blue	OPT	445.00
<input type="checkbox"/>	PB8	Midnight Blue Pearlcoat	OPT	445.00
<input type="checkbox"/>	PXT	Phantom Black Tri-Coat Pearl	OPT	445.00
<input type="checkbox"/>	P76	Sheriffs Tan	OPT	445.00
<input type="checkbox"/>	PWL	White Gold Clearcoat	OPT	445.00
<input type="checkbox"/>	PRY	Redline Red Tri-Coat Pearl	OPT	530.00

License and Title Options:

<input type="checkbox"/>	No Plates (customer does own L&T)	STD	STD
<input type="checkbox"/>	90-Day Temp Tag (customer can still do own L&T)	OPT	N/C
<input type="checkbox"/>	Municipal Plates (Napleton does L&T for customer)	OPT	130.00
<input checked="" type="checkbox"/>	Municipal Police Plates (Napleton does L&T for customer)	OPT	130.00
<input type="checkbox"/>	Civilian Plates (Napleton does L&T for customer)	OPT	239.00

Total Vehicle Cost per selected options \$ 24,452.00

Service Manuals on CD (Windows operating system only, not compatible with Mac):

<input type="checkbox"/>	2012 Model Year (PN 81-270-12078-CD)	OPT	130.00
<input type="checkbox"/>	2013 Model Year (PN 81-270-13078-CD)	OPT	130.00
<input type="checkbox"/>	2014 Model Year (PN 81-270-14078-CD)	OPT	130.00
<input type="checkbox"/>	2015 Model Year (PN 81-270-15078-CD)	OPT	130.00
<input type="checkbox"/>	2016 Model Year (PN 81-270-16078-CD)	OPT	130.00
<input checked="" type="checkbox"/>	2017 Model Year (PN 81-270-17078-CD) <i>Late availability.</i>	OPT	130.00

Municipality: MORTON GROVE

Contact Name: GIL SANTIAGO

Phone Number: 847-470-5200

Email: gsantiago@mortongrovel.org

Date: _____

Fiat Chrysler Automobiles Dodge Charger Pursuit Factory Warranty
Basic.....36 months/ 36,000 miles
Powertrain60 months/100,000 miles
Corrosion Perforation.....All Panels, 36 months
Corrosion Perforation.....Outer Panels, 60 months
Roadside Assistance.....60 months/100,000 miles

Please scan and email to rbarr@napletonfleet.com or print and fax to 630-530-0562

Please contact Bob Barr prior to purchase order issuance and order placement.

Base Vehicle Profile

Dodge Charger

2017 Police Pursuit 4dr Sedan

LDDE48 27A

Base Car

Powertrain

- 3.6L V-6 DOHC SMPI 24 valve engine with variable valve control
- 220 amp alternator
- 800 amp battery with run down protection
- Engine oil cooler, HD radiator
- 5-speed electronic sequential shift control automatic transmission with overdrive, lock-up
- Rear-wheel drive
- ABS & driveline traction control
- 2.62 axle ratio
- Stainless steel exhaust with tailpipe finisher

Steering and Suspension

- Electric power assist rack and pinion steering
- 4-wheel disc brakes with front and rear vented discs
- HD ride suspension, with auto-leveling, electronic stability
- Independent front suspension
- Front short and long arm suspension
- Front anti-roll bar
- Front coil springs
- Gas-pressurized front shocks
- Rear independent suspension
- Rear multi-link suspension
- HD rear anti-roll bar
- Rear coil springs
- Air rear shocks
- Front and rear 18.0" x 7.50" black steel wheels with chrome center caps
- P225/60WR18.0 BSW performance front and rear tires, matching full size spare tire

Safety

- 4-wheel anti-lock braking system
- Daytime running lights, center high mounted stop light
- Dual airbags, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags, airbag occupancy sensor
- Front height adjustable seatbelts with front pre-tensioners
- Immobilizer, panic alarm

Comfort and Convenience

- Dual zone front air conditioning, air filter, under seat ducts
- AM/FM/Satellite-prep, clock, seek-scan, MP3 decoder, external memory control, 6 speakers, window grid antenna, radio steering wheel controls
- 1st row LCD monitors
- Cruise control with steering wheel controls
- Power door locks with 2 stage unlock, key fob (all doors) keyless entry, power remote trunk/hatch/door release, power remote fuel release, child safety rear door locks, fuel filler door power release
- One 12V DC power outlet, driver foot rest, retained accessory power, wireless phone connectivity
- Digital/analog instrumentation display includes tachometer, oil pressure gauge, engine temperature gauge, oil temperature gauge, transmission fluid temp gauge, engine hour meter, compass, exterior temp, systems monitor, redundant digital speedometer, trip odometer, trip computer
- Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, low washer fluid, lighting malfunction, door ajar, trunk ajar, service interval, brake fluid, turn signal on, tire specific low tire pressure, transmission fluid temp
- Leather/metal-look steering wheel with tilt and telescopic adjustment
- Power front and rear windows with light tint, driver and passenger 1-touch down
- Variable intermittent front windshield wipers with heated fluid reservoir, rear window defroster
- Dual illuminated vanity mirrors, dual auxiliary visors
- Day-night rearview mirror
- Interior lights include dome light, 4 door curb lights, illuminated entry
- Partial floor console, mini overhead console with storage, locking glove box with light, front and rear cup holders, instrument panel bin, driver and passenger door bins, rear door bins
- Carpeted cargo floor, cargo light

Seating and Interior

- Seating capacity of 5
- Bucket front seats with adjustable anti-whiplash head restraints
- 8-way adjustable (6-way power) driver seat
- 4-way adjustable passenger seat
- Rear bench seat with 2 fixed rear head restraints
- Cloth faced front seats with plastic back material
- Cloth faced rear seats with cloth back material
- Vinyl door trim insert, full cloth headliner, full vinyl/rubber floor covering, urethane gear shift knob, chrome interior accents

Exterior Features

- Side impact beams, galvanized steel/aluminum body material
- Black side window moldings
- Body-colored door handles
- Black grille
- Driver and passenger power remote body-colored folding outside mirrors
- Front and rear body-colored bumpers
- Projector beam halogen fully automatic headlamps with delay-off feature
- Additional exterior lights include under hood light, remote activated perimeter/approach lights
- Clear coat monotone paint

Dimensions and Capacities

Output.....	300 hp @ 6,350 rpm	Rear headroom.....	36.6 "
Torque.....	264 lb-ft @ 4,800 rpm	Front hiproom.....	56.2 "
Drag coefficient.....	.30	Rear hiproom.....	56.1 "
1st gear ratio.....	3.590	Front shoulder room.....	59.5 "
2nd gear ratio.....	2.190	Rear shoulder room.....	57.9 "
3rd gear ratio.....	1.410	Passenger area volume.....	104.7 cu ft
4th gear ratio.....	1.000	Length.....	199.9 "
5th gear ratio.....	.830	Body width.....	75.0 "
Reverse gear ratio.....	3.160	Body height.....	58.5 "
City/hwy.....	18 mpg/27 mpg	Wheelbase.....	120.2 "
Curb weight.....	4,119 lbs	Front tread.....	63.4 "
GVWR.....	5,500 lbs	Rear tread.....	63.8 "
Towing capacity.....	1,000 lbs	Turning radius.....	18.8 '
Front legroom.....	41.8 "	Fuel tank.....	18.5 gal
Rear legroom.....	40.1 "	Interior cargo volume.....	16.5 cu ft
Front headroom.....	38.6 "		



A Joint Purchasing Program For Local Government Agencies

November 15, 2016

Currie Motors
Mr. Thomas Sullivan
9423 W. Lincoln Hwy.
Frankfort, IL 60423

Dear Mr. Sullivan

This letter is to inform you that the Suburban Purchasing Cooperative (SPC) Governing Board has approved the contract extension and price increase for the 2017 SPC Ford Utility Police Interceptor (K8A) plus Option Packages and Other Options Contract #152 to Currie Motors, Frankfort IL. The price will increase by \$901.00, to \$26,456.00.

With acceptance of this contract, Currie Motors, Frankfort, IL, agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors, Frankfort, IL will handle all billing. Each vehicle purchased will be assessed a \$120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors, Frankfort, IL. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention. The duration of the contract extension is November 9, 2016 through November 8, 2017. The SPC reserves the right to extend this contract for up to two (2) additional one-year terms upon mutual agreement of the both the vendor and the SPC on a negotiated basis.

Sincerely,

Ellen Dayan, CPPR
Program Manager for Purchasing
Northwest Municipal Conference

Name: Ellen Dayan
Northwest Municipal Conference

11/15/2015

Date

Name: Thomas Sullivan
Currie Motors

Date

**DuPage Mayors &
Managers Conference**
1220 Oak Brook Road
Oak Brook, IL 60523
Nuzette Quinell
Phone: (630) 571-0480
Fax: (630) 571-0464

**Northwest Municipal
Conference**
1600 East Golf Rd., Suite 0700
Des Plaines, IL 60016
Ellen Dayan, CPPR
Phone: (847) 296-9200
Fax: (847) 296-9207

**South Suburban Mayors
And Managers Association**
1904 West 174th Street
East Hazel Crest, IL 60429
Ed Pucsel
Phone: (708) 206-1155
Fax: (708) 206-1133

**Will County
Governmental League**
3180 Theodore Street, Suite 101
Joliet, IL 60435
Cherie Rehm
Phone: (815) 729-3535
Fax: (815) 729-3536



**2017 Ford Utility Police Interceptor AWD
Contract # 152**



Currie Motors Fleet

"Nice People To Do Business With"

Your Full-Line Municipal Dealer
www.CurrieFleet.com

ORDER CUTOFF: March 2017



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Facebook

You Tube

Currie Fleet



2017 Ford Utility Police Interceptor AWD
Contract # 152
\$26,456.00

3.7 TI-VCT V6 FFV
6-Speed Automatic
Rear recovery hooks
Independent front/rear suspension
Engine Oil Cooler
18.6 gallon fuel tank
Engine Hour Meter
220 Amp Alternator
78 Amp Hour Battery
Lower black body side cladding
Dual Exhaust
Black spoiler
Electric Power Assist Steering
Acoustic laminated windshield
18" Tires and Wheels
Fixed glass lift gate
Full Size Spare
AM/FM/CD
Roll curtain airbag
Safety Canopy W/Roll Over
Sensor
Anti-Lock Brakes With Advanced Trac
and traction control
LED tail lamps
2nd/3rd Row Privacy Glass
My Ford police cluster
Black Grill
Headlamps-LED Low Beam
Halogen Hi Beam
Lift Gate Release Switch - 45
Second Time out

Rearview Camera with Washer
All-Wheel Drive
Manual folding power mirror
Fold flat 60/40 rear vinyl bench
Single Zone Manual Climate
Control
Power Windows - 1 Touch
Up/Down
Power Locks
Cruise Control/Tilt Wheel
Calibrated Speedometer
Column Shift
Work Task Light red/white
Simple fleet key
Power Adjustable Pedals
Two-Way Radio Pre-Wire
Particulate air filter
Power Pig tail
Delivery within 30 Miles
Locking Glove Box

Standard Warranty:

Basic: 3 Years/ 36,000 Miles
Drivetrain: 5 Years/100,000 Miles
Corrosion: 5 Years/ Unlimited
Miles
Emissions: 8 Years/80,000 Miles
Roadside Assistance:
5 Years/60,000 Miles

Order Cutoff: March 2017



<input type="checkbox"/>	99T	3.5L V-6 Ecoboost® Engine (131 MPH top speed)	\$3,106.00
<input type="checkbox"/>	41H	Engine block heater	\$86.00
<input type="checkbox"/>	86L	Auto Head Lamp Required With Silent Mode	\$109.00
<input checked="" type="checkbox"/>	43D	Dark car feature – Courtesy Lights Inop	\$17.00
<input type="checkbox"/>	43L	Silent Mode – Requires Day time Running Lights /Auto Lamp	\$19.00
<input type="checkbox"/>	942	Daytime Running Lights	\$39.00
<input checked="" type="checkbox"/>	17T	Dome lamp red/white cargo area	\$49.00
<input type="checkbox"/>	51Y	Spot Light Drivers Side Only - Incandescent	\$204.00
<input type="checkbox"/>	51Z	Dual Spot Lights (Driver/Passenger) Incandescent	\$334.00
<input checked="" type="checkbox"/>	51R	Spot Light Drivers Side LED Bulb - Unity	\$375.00
<input type="checkbox"/>	51T	Spot Light Drivers Side LED Bulb - Whelen	\$399.00
<input type="checkbox"/>	51S	Spot Light Dual LED Bulbs - Unity	\$541.00
<input type="checkbox"/>	51V	Spot Light Dual LED Bulbs - Whelen	\$632.00
<input type="checkbox"/>	51P	Spot Lamp Prep Kit; Driver side (does not include housing and bulb)	\$122.00
<input type="checkbox"/>	51W	Spot Lamp Prep Kit; Dual Side (does not include housing and bulbs)	\$245.00
<input type="checkbox"/>	21L	Front Auxiliary Light Red/Blue - requires option 60A	\$524.00
<input type="checkbox"/>	21W	Forward Indicator - Red/Blue Pocket Warning Light - requires option 60A(Located in Headlamp)	\$607.00
<input type="checkbox"/>	60A	Pre-wiring grill lamp, siren, speaker	\$45.00
<input type="checkbox"/>	63B	Side Marker LED - Red/Blue - Requires 60A	\$276.00
<input type="checkbox"/>	63L	Rear Quarter Glass Side Marker Lights - Red/Blue	\$546.00
<input type="checkbox"/>	92G	Glass-Solar Tint 2nd Row/Rear Quarter/Liftgate Window (Deletes Privacy Glass)	\$105.00
<input type="checkbox"/>	92R	Glass-Solar Tint 2nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	\$75.00
<input type="checkbox"/>	68Z	Roof rack side rails	\$136.00
<input type="checkbox"/>	76D	Deflector Plate (Eco Boost Only)	\$292.00
<input checked="" type="checkbox"/>	87R	Rear View Camera - Includes Electrochromic Rear View Mirror (replaces standard camera in center stack area)	N/C
<input checked="" type="checkbox"/>	53M	Sync® Basic – includes USB port and aux input jack	\$280.00
<input type="checkbox"/>	61R	Remappable (4) switches on steering wheel (less Sync)	\$136.00
<input checked="" type="checkbox"/>	61S	Remappable (4) switches on steering wheel (with Sync)	\$136.00
<input checked="" type="checkbox"/>	18W	Rear window power delete	\$22.00
<input type="checkbox"/>	68L	Rear-Door Handles Inoperable / Locks Operable	\$30.00
<input checked="" type="checkbox"/>	68G	Rear-Door Handles Inoperable / Locks Inoperable	\$30.00
<input type="checkbox"/>	52H	Hidden Door-Lock Plunger w/Rear-door Handles Op	\$122.00
<input type="checkbox"/>	52P	Hidden Door-Lock Plunger w/Read-door Handles Inop	\$140.00
<input type="checkbox"/>	16C	1st & 2nd Row Carpet Floor Covering (includes mats)	\$110.00
<input type="checkbox"/>	18D	Global lock/unlock feature (disables auto-lock on rear hatch)	\$24.00
<input type="checkbox"/>	87P	Power Passenger Seat (6-way) w/ manual recline/lumbar	\$284.00
<input type="checkbox"/>	85D	Front Console Plate-Delete (N/A w/ 67G, 67H, 67U, 85R)	N/C
<input type="checkbox"/>	85R	Rear Console Plate (N/A with 65U, 85D)	\$30.00



<input type="checkbox"/>	90D	Ballistic Door Panels – Level III Driver Front Only	\$1506.00
<input type="checkbox"/>	90E	Ballistic Door Panels – Level III Driver/Passenger Front	\$3012.00
<input type="checkbox"/>	90F	Ballistic Door Panels – Level IV Driver Front Only	\$2294.00
<input type="checkbox"/>	90G	Ballistic Door Panels – Level IV Driver/Passenger Front	\$4588.00
<input type="checkbox"/>	96W	Visor Light (requires rear console mounting plate N/A with interior Upgrade Package)	\$1159.00
<input type="checkbox"/>	55B	BLIS® Blind spot monitoring (includes manual heated mirrors)	\$517.00
<input type="checkbox"/>	19L	Lockable Gas Cap	\$17.00
<input checked="" type="checkbox"/>	549	Mirrors – Heated Sideview	\$53.00
<input type="checkbox"/>	593	Perimeter Anti-Theft Alarm – Requires key Fob (595)	\$105.00
<input checked="" type="checkbox"/>	595	Remote Keyless Entry (N/A with keyed alike)	\$248.00
<input type="checkbox"/>	76R	Reverse Sensing	\$261.00
<input type="checkbox"/>		Keyed Alike – Code #:	\$45.00
<input type="checkbox"/>	65L	18" 5-spoke full face wheel covers w/ metal clips	\$53.00
<input type="checkbox"/>	64E	18" painted aluminum wheels	\$451.00
<input type="checkbox"/>	17A	Aux Air Conditioning (N/A with 63V)	\$579.00
<input type="checkbox"/>	16D	Badge Delete	N/C
<input type="checkbox"/>	63V	Cargo Storage Vault - includes lockable door/compartment light (N/A with 17A)	\$232.00
<input type="checkbox"/>	55D	Scuff Guards	\$79.00
<input checked="" type="checkbox"/>	60R	Noise Suppression Bonds (Ground Straps)	\$87.00
<input type="checkbox"/>	18X	100 Watt Siren/Speaker (includes bracket and pigtail)	\$285.00
<input type="checkbox"/>	43S	My Speed Fleet Management - allows admin to lower max vehicle speed and max audio volume / allows VMAX speed to be set in 5mph increments	\$53.00
<input type="checkbox"/>	52B	Enhanced PTU Cooler – requires EcoBoost® Engine	\$2553.00
<input type="checkbox"/>		Rustproof & Undercoating	\$395.00
<input checked="" type="checkbox"/>		Engine Idle Control	\$385.00
<input type="checkbox"/>		4 Corner LED Strobes (aftermarket using 86P)	\$895.00
<input type="checkbox"/>		CD-Rom service manual	\$325.00
<input type="checkbox"/>		Remote Start-Single Button Fob	\$475.00
<input checked="" type="checkbox"/>		License and Title w/delivery MP ✓ M	\$145.00
<input type="checkbox"/>		Delivery greater than 50 miles of dealership	\$150.00

Optional Maintenance & Warranty Coverage:

<input type="checkbox"/>	ESP Extended Warranty Extra Care 5-Year 60,000 miles	\$1,620.00
<input type="checkbox"/>	ESP Extended Warranty Base Care -3 year/100,000 miles	\$1,115.00
<input type="checkbox"/>	ESP Extended Warranty Powertrain -6 year/100,000miles	\$975.00
<input type="checkbox"/>	ESP Extended Warranty Base Care - 6 year/100,000miles	\$1155.00



Equipment Groups

<input type="checkbox"/> 47C	Police Wire Harness Connector Kit – Front For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector 	\$100.00
<input type="checkbox"/> 21P	Police Wire Harness connector Kit – Rear For connectivity to Ford PI Package solutions includes: <ul style="list-style-type: none"> • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4-pin connectors • (1) 10-pin connector 	\$123.00
<input type="checkbox"/> 65U	Police Interior Upgrade Package Includes: 1st & 2nd Row Carpet Floor Covering, Rear Cloth Seats, Center Floor Console less shifter- includes console Deletes the standard console mounting plate Note: Not available with options 67G, 67H, 67U	\$371.00
<input type="checkbox"/> 66A	Front Headlamp Lighting Solution Includes: Base LED low beam/halogen high-beam with wig-wag function, 2-white LED side warning lights, wiring, LED lights included, controller NOT included. Note: Not available with 67H; recommend using 67G or 67U	\$809.00
<input type="checkbox"/> 86P	Front Headlamp Housing Only Pre-drilled side marker holes (does not include lights) Pre-molded side warning holes with twist lock capability (does not include lights)	\$119.00
<input type="checkbox"/> 66B	Tail Lamp Lighting Solution Includes: Base LED lights plus 2-rear integrated white LED side warning lights, wiring, controller NOT included, N/A with 67H	\$404.00
<input type="checkbox"/> 66C	Rear Lighting Solution Includes two backlit flashing LED lights (mounted to inside lift gate glass), two lift gate flashing LED lights (not available with Police Interceptor package 67H)	\$433.00
<input type="checkbox"/> 86T	Tail Lamp Housing Only Pre-existing holes with standard twist lock-sealed capability, does NOT include LED lights. N/A w/66B and 67H	\$53.00
<input type="checkbox"/> 67U	Ultimate Wiring Package (n/a with Interior Upgrade Package) Includes the following:	\$524.00



	<ul style="list-style-type: none"> • Rear console mounting plate (85R)-contours through 2nd row: channel for wiring • Pre-wiring for grille LED lights, siren and speaker (60A) • Wiring harness I/P to rear (overlay) • (2) light cables-supports up to (6) LED lights (engine compartment/grille) • (2) 50-amp battery and ground circuits in RH rear-quarter • (1) 10-amp siren/speaker circuit engine cargo area • Rear hatch/cargo area wiring-supports up to (6) rear LED lights <p>N/A with 65U, 67G, 67H</p>	
<input type="checkbox"/> 67G	<p>Cargo Wiring Upfit Package (n/a) with Interior Upgrade Package</p> <ul style="list-style-type: none"> • Rear Console Mounting Plate • Wiring overlay harness w/lighting & siren interface connections • Vehicle engine harness: 2-light connectors, 2-grill light connectors, 2-50 amp battery ground circuits in power junction box, 2-10 amp siren/speaker circuit • Whelen lighting PCC8R control head • Whelen PCC8R Light Relay Center • Whelen specific cable connects PCC8R to control head • Pre-wiring for grill lights siren and speaker <p>(not available with 65U 67H and 67U)</p>	\$1,272.00
<input type="checkbox"/> 67H	<p>Ready for the Road Package-not available with Interior Upgrade Package</p> <p>All-in Complete Package-Includes Police Interceptor Packages 66A 66B 66C plus</p> <ul style="list-style-type: none"> • Whelen Cencom light controller • Whelen Cencom relay center/siren amp with traffic advisor • Light controller/relay Cencom wiring • Grille LED Lights • 100 Watt Siren/Speaker • (9) I/O digital Serial Cable (console to cargo) • Hidden door lock plunger & rear door handles inop • Rear console mounting plate <p>(not available with 66A 66B 66C 67G 67U 65U)</p>	\$3,244.00

Vinyl Options

<input type="checkbox"/> 91A	<p>Two-Tone Vinyl Wrap - Package #1</p> <p>Roof & Right/left, front/rear doors vinyl - white only</p>	\$733.00
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	(Not available with: 91C, 91D, 91E, 91F, 91G, 91H, 91J)	
<input type="checkbox"/> 91C	Two-Tone Vinyl Wrap - Package #3 Roof & Right/left front doors only vinyl - white only (Not available with: 91A, 91D, 91E, 91F, 91G, 91H, 91J)	\$611.00
<input type="checkbox"/> 91H	Two-Tone Vinyl – Roof white only (Not available with: 91A, 91C)	\$428.00
<input type="checkbox"/> 91J	Two-Tone Vinyl – LH/RH Front Doors white only (Not available with: 91A, 91C, 91D, 91E, 91F, 91G)	\$266.00
<input type="checkbox"/> 91D	Vinyl Word Wrap - POLICE (Non-Reflective) White (YZ) lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91E, 91F, 91G, 91J	\$694.00
<input type="checkbox"/> 91E	Vinyl Word Wrap - POLICE (Reflective) Black lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91F, 91G, 91J	\$694.00
<input type="checkbox"/> 91F	Vinyl Word Wrap - POLICE (Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91G, 91J	\$694.00
<input type="checkbox"/> 91G	Vinyl Word Wrap - SHERIFF (Non-Reflective) White lettering located on LH/RH sides of vehicle Not available with: 91A, 91C, 91D, 91E, 91F, 91J	\$694.00

Options – Exterior

<input type="checkbox"/> BU	Medium Brown Metallic	
<input type="checkbox"/> E3	Arizona Beige Metallic Clearcoat	
<input type="checkbox"/> G1	Shadow Black	
<input type="checkbox"/> HG	Smokestone Metallic	
<input type="checkbox"/> J1	Kodiak Brown Metallic	
<input type="checkbox"/> JL	Dark Toreador Red Metallic	
<input type="checkbox"/> KR	Norsea Blue Metallic	
<input type="checkbox"/> LK	Dark Blue	
<input type="checkbox"/> LM	Royal Blue	
<input type="checkbox"/> LN	Light Blue Metallic	
<input type="checkbox"/> MM	Ultra Blue Metallic	
<input type="checkbox"/> N1	Blue Jeans Metallic	
<input type="checkbox"/> TN	Silver Grey Metallic	
<input type="checkbox"/> UJ	Sterling Grey Metallic	
<input type="checkbox"/> UX	Ingot Silver Metallic	
<input type="checkbox"/> YG	Medium Titanium Metallic	
<input checked="" type="checkbox"/> YZ	Oxford White	
<input type="checkbox"/>	Special Paint	\$873.00

Options – Interior

<input type="checkbox"/>	Charcoal Black w/vinyl rear	N/C
<input checked="" type="checkbox"/>	Charcoal Black w/cloth rear	\$57.00



Please enter the following:

Title Information:	MORTON GROVE POLICE
	6101 CAPULINA AVENUE
	MORTON GROVE, IL 60053
Contact Name	GIL SANTIAGO
Phone Number	847-470-5200 EXT. 3805
Purchase Order Number	47246
Fleet Identification Number	QD704
Tax Exempt Number	E9998-1491-07
Total Dollar Amount	\$56,680.00
Total Number of Units	TWO (2)
Delivery Address	SAME AS ABOVE

Please submit P.O. & Tax exempt letter with Vehicle Order:

*Currie Motors Fleet
9423 W. Lincoln Hwy
Frankfort, IL 60423
PHONE: (815)464-9200 FAX: (815) 464-7500
CurrieFleet@gmail.com
Contact Person: Tom Sullivan*

*Upfitted Units Are Available for Immediate Delivery
Also available upon request; financing options inc. municipal finance, lease, & lines of credit
Title changes and errors will be assessed correction fees*

Visit our Website: www.Curriefleet.com

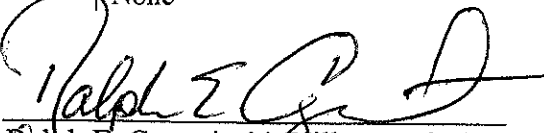
Legislative Summary

Ordinance 17-04

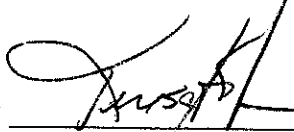
APPROVING A MINOR AMENDMENT TO A SPECIAL USE PERMIT FOR A DRIVE-THROUGH FACILITY FOR A NEW RESTAURANT AT 9480 WAUKEGAN ROAD, MORTON GROVE, ILLINOIS

Introduction:	March 13, 2017
Purpose:	Approval of a minor amendment to a Special Use Permit (Ord. 05-17) to allow for the modification of the approved site plan to improve site circulation through the addition of a dedicated left-turn egress lane onto Waukegan Road and a by-pass lane for the drive-through at 9480 Waukegan Road.
Background:	<p>On August 10, 2015, the Board approved a special use for a drive-through for a new Dunkin Donuts restaurant at 9480 Waukegan Road (Ord. 05-17) and, on July 11, 2106, the Board approved the Applicant's request for a one-year extension of time to commence and proceed with construction of the proposed project (Ord. 16-16). As the Applicant was finalizing their designs for construction, they proposed minor modifications which would improve site circulation and, accordingly, is seeking approval of an amendment to the special use and updated site plan. Specifically, the Applicant is proposing to add a by-pass lane for the drive-through and a dedicated left-turn egress lane out onto Waukegan Road. These improvements are consistent with suggestions made by the Plan Commission to the Applicant at the public hearing for original special use application. To accommodate these changes, the Applicant reduced the size of the restaurant from 1,833 sq. ft. to 1,661 sq. ft. and the number of parking spaces from 12 to 11. The modified building and site plan comply with all the bulk, density and parking requirements. The Applicant is also proposing to improve the existing alleyway to accommodate by-pass lane circulation and, as necessary, will also provide new and/or additional fencing along the alley to help minimize any potential noise impacts from the menu board. Section 12-16-4.B of the Unified Development Code allows for minor amendments of existing special use permits upon the review by the Building Commissioner or his/her designee, the Plan Commission Chairperson, Village Administrator, and Corporation Counsel. All required staff/commissioners have reviewed the plans, in consultation with the Fire and Public Works Departments, and determined this requested amendment is in substantial compliance with and does not change the intent of the original special use permit.</p>
Programs, Departments or Groups Affected	Community and Economic Department
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The amendment will be implemented by staff in the normal course of business.
Admin Recommend:	Approval as presented
Second Reading:	March 27, 2017
Special Consider or Requirements:	None

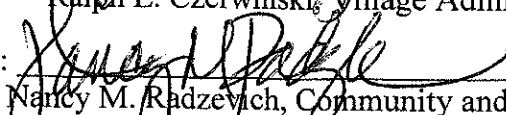
Submitted by:


Ralph E. Czerwinski, Village Administrator

Reviewed by:


Teresa Hoffman Liston, Corporation Counsel

Prepared by:


Nancy M. Radzevich, Community and Economic Development Director

ORDINANCE 17-04
APPROVING A MINOR AMENDMENT TO A SPECIAL USE PERMIT
FOR A DRIVE-THROUGH FACILITY FOR A NEW RESTAURANT
AT 9480 WAUKEGAN ROAD, MORTON GROVE, ILLINOIS

WHEREAS, the Village of Morton Grove, located in Cook County, Illinois, is a Home Rule unit of government and under the provisions of Article 7 of the 1970 Constitution of the State of Illinois, and as such 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 subject property is zoned in the C1 General Commercial District pursuant to the provisions of the Village of Morton Grove Unified Development Code; and

WHEREAS, on August 10, 2015, pursuant to Ordinance 15-17, a special use permit application from Panjwani Restaurant Networks (the "Applicant") for a drive-through restaurant for a new Dunkin Donuts restaurant to operate at 9480 Waukegan Road was approved by the Village Board; and

WHEREAS, on July 11, 2016, pursuant to Ordinance 16-16, the Village Board granted the Applicant's request for a one-year extension of time to commence and proceed with the construction of the approved drive-through restaurant facility at 9480 Waukegan Road; and

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

WHEREAS, the Applicant, pursuant to Plan Commission Case PC17-06, has made proper application to the Village of Morton Grove for a minor amendment to the approved special use permit (Ord. 15-17) to modify the approved site plan, dated June 8, 2015, in order to improve site circulation; and

WHEREAS, based on some challenges they have experienced at a recently constructed Dunkin' Donuts restaurant, the Applicant has proposed an amended site plan which includes the addition of a by-pass lane for the drive-through and a dedicated left-turn lane to facilitate improved vehicular egress from the site out onto Waukegan Road; and

WHEREAS, in order to accommodate the proposed site circulation improvements, the Applicant is proposing to reduce the size of the building from 1,833 sq. ft. to 1,661 sq. ft. and reduce the number of parking spaces from 12 to 11, and such modifications comply with all the bulk, density, and parking requirements established in the Unified Development Code (Title 12 of the Municipal Code); and

WHEREAS, in accordance with Village of Morton Grove Alley Construction Program, dated December 14, 2015, the applicant will be responsible for all the work and costs associated with the proposed improvements to the public alley and any necessary improvements to the fencing along the alleyway to provide additional protection from potential noise impacts from the drive-through menu board; and

WHEREAS, the Village Administrator, Corporation Counsel, Building Commissioner and Plan Commission Chairperson, in consultation with the Fire and Public Works Departments, have found this amendment with certain conditions as set forth in this ordinance, meets the standard for the abbreviated process described above, and as such recommend approval of the minor amendment to Ord. 15-17; and

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

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

SECTION 1: 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: The Applicant is hereby granted an amendment to the previously granted special use permit, pursuant to Ordinance 16-16, to allow for modifications to the approved site plan including the addition of a drive-through by-pass lane and a dedicated left-turn egress lane, and an associated reduction in the size of the building and number of on-site parking spaces for a new restaurant with a drive-through facility at 9480 Waukegan Road, with the following conditions and restrictions which shall be binding on the owners/lessees, occupants and users of this property, their successors and assigns for the duration of the special use:

1. All conditions of Ordinance 15-17 shall remain in effect unless specifically modified by this amendment.
2. The Applicant shall develop the site in accordance with the approved amended site plan, dated February 3, 2017, included herewith as EXHIBIT A.
3. The applicant shall be responsible for all the costs and work for the proposed improvements to public alley, immediately west of the subject property, in accordance with the requirements established in the Alley Construction Program, dated December 14, 2015.
4. As needed to control the noise from the menu board, the Applicant shall be responsible for costs and work associated with installing a new fence along the west side of the newly improved alleyway.
5. Prior to beginning work on the new building and site and alley improvements, the Applicant shall have filed all necessary building and site engineering plans for review and approval by the Village, and shall have received all necessary building permits.
6. Should the Morton Grove Police Department, Director of Community and Economic Development and/or Village engineer be advised of any significant vehicular/pedestrian traffic, parking, or emergency vehicle accessible issues related to the reconfigured site plan at 9480 Waukegan Road, the Applicant shall be required to develop and submit a plan to the Village Administrator within fifteen (15) business days of such notice, which outlines specific ways to address such issues. Such plan shall be reviewed by the Director of Community and Economic Development, Village Engineer, Fire Chief, and Chief of Police who will be charged with making suggested changes and/or approving such a plan. Any remedies which alter the nature of this approved use may require an amendment of the special use permit and further review by the Traffic Safety Commission.
7. The applicant shall advise the Director of Community and Economic Development of any proposed change in ownership or operation of the existing commercial retail use at 9480 Waukegan Road. Such changes may subject the owners, lessees, occupants, and users of 9480 Waukegan Road to additional conditions and may serve as the basis for further amendment to the special use permit.

SECTION 3: The Village Clerk is hereby authorized and directed to amend all pertinent records of the Village of Morton Grove to show and designate the special use permit as amended hereunder.

SECTION 4: The Applicant/Owner shall comply with all applicable requirements of the Village of Morton Grove Ordinances and Codes.

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 13th of March 2017.

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

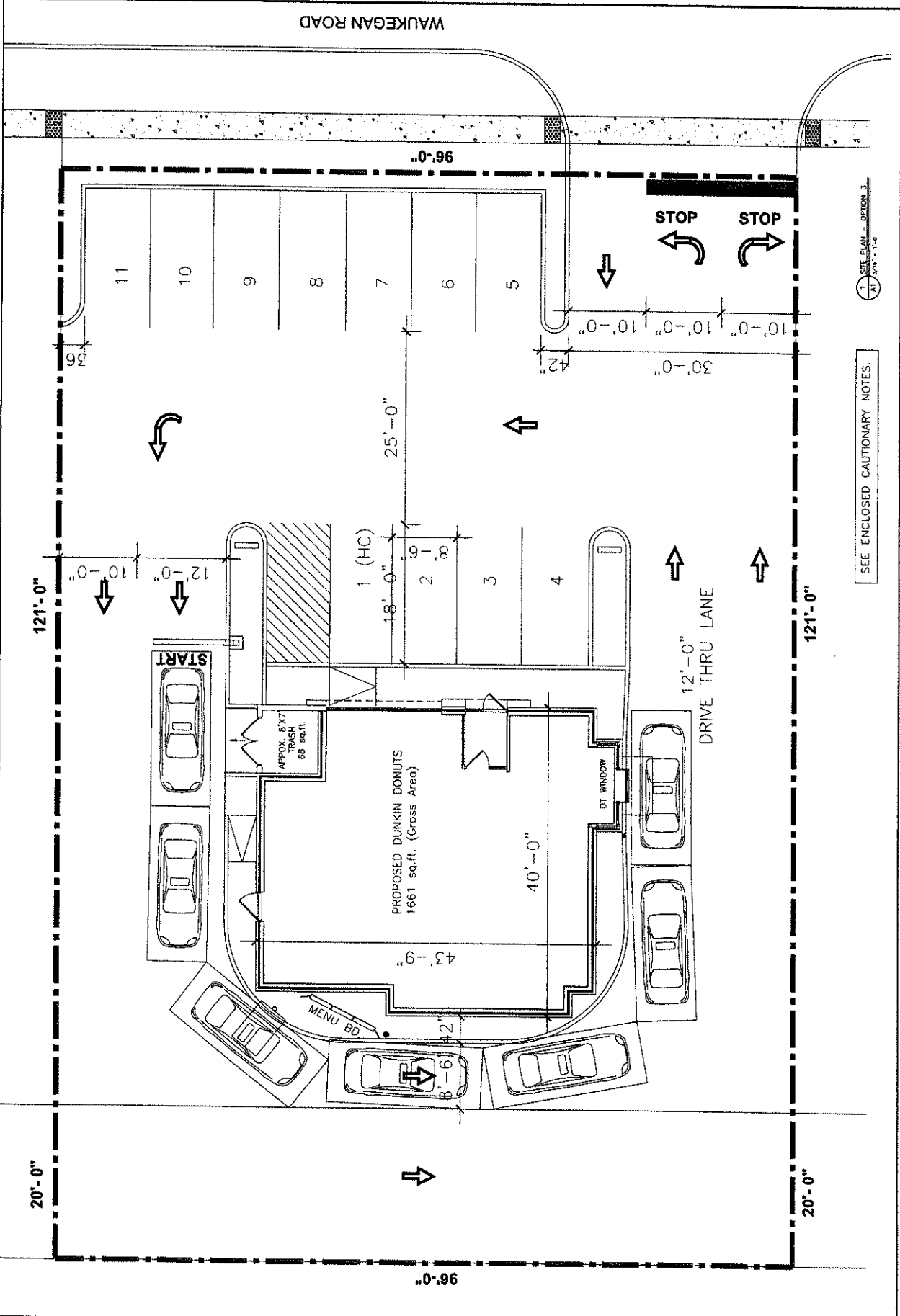
APPROVED by me this 13th day of March 2017.

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

APPROVED and FILED in my office this
14th day of March 2017.

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

[illegible]



SEE ENCLOSED CAUTIONARY NOTES.

1 SITE PLAN - OPTION 3
 A1 20' x 10'

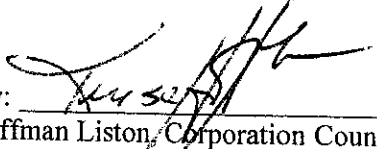
Legislative Summary

Resolution 17-15

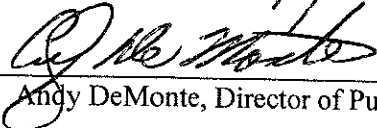
AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH PRECISION PAVEMENT MARKINGS, INC. FOR THE 2017 PAVEMENT MARKING PROGRAM

Introduced:	March 13, 2017
Purpose:	To authorize the Village Engineer to execute a Letter of Agreement extending a contract for the 2017 Pavement Marking Program with Precision Pavement Markings, Inc. This program is necessary to maintain the visibility of the streets in the Village.
Background:	Four communities including Morton Grove have formed a Cooperative Procurement Program to provide pavement marking services for a three-year term (one-year and renewal in 2017 and 2018) beginning in 2016. It is reasonable to expect the larger quantities included in a cooperative purchase would reduce the cost of the work for each municipality. Municipal Code Title 1, Chapter 9, Article A, Paragraph 6E allows for this Cooperative Procurement Program. Precision Pavement Markings, Inc. performed the work satisfactorily in 2012 through 2016 and is available to complete the work. This project is required to comply with the Illinois Prevailing Wage Act.
Programs, Departments or Groups Affected	Public Works, Engineering Division
Fiscal Impact:	\$30,000. Since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.
Source of Funds:	Public Works: A/C #025017-552290 Construction Services \$30,000.
Workload Impact:	The Public Works Department, Engineering Division, as part of their normal work activities, performs the management and implementation of the program.
Administrator Recommendation:	Approval as presented.
Special Considerations or Requirements:	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

Prepared by: 
Chris Tomich, Village Engineer

Reviewed by: 
Andy DeMonte, Director of Public Works

RESOLUTION 17-15

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH PRECISION PAVEMENT MARKINGS, INC. FOR THE 2017 PAVEMENT MARKING 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, the Public Works Department maintains pavement markings on roads throughout the Village for public safety with an annual Pavement Marking Program; and

WHEREAS, the Public Works Department led a cooperative purchasing initiative in 2016 which included four communities to procure pavement marking services to install or renew thermoplastic, paint, and preform thermoplastic pavement marking; and

WHEREAS, Municipal Code Title 1, Chapter 9, Article A, Paragraph 6E allows this cooperative procurement program;

WHEREAS, this work is required to conform to the requirements of the Prevailing Wage Act; and

WHEREAS, Resolution 16-26 approved the bid of Precision Pavement Markings, Inc. for the “2016 Pavement Marking Program for the Municipalities of: Evanston, Glenview, Morton Grove, and Niles” for the Village’s 2016 Pavement Marking Program; and

WHEREAS, the contract authorized by Resolution 16-26 included a provision for renewal terms in 2017 and 2018; and

WHEREAS, Precision Pavement Markings, Inc. performed the work for the pavement marking program in a satisfactory manner in 2012 through 2016 and is willing and available to complete the work in 2017; and

WHEREAS, the estimated contract amount for the work to be completed on the 2017 Pavement Marking Program is \$30,000.00; and

WHEREAS, funding for the above work is included in the Village of Morton Grove 2017 Adopted Budget in Account Number 025017-552290.

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 Engineer is hereby authorized to execute a Letter of Agreement extending the contract for the 2017 Pavement Marking Program with Precision Pavement Markings, Inc. in an amount not to exceed \$30,000.00.

SECTION 3: The Village Administrator, Director of Public Works, Village Engineer and their designees are hereby authorized to take all steps necessary to oversee and implement this contract.

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

PASSED THIS 13th DAY OF MARCH 2017

Trustee Grear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED BY ME THIS 13th DAY OF MARCH 2017

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

ATTESTED and FILED in my office
This 14th DAY OF MARCH 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

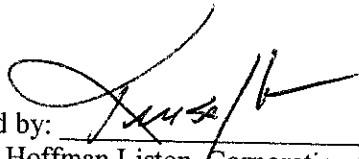
Legislative Summary

Resolution 17-16

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH LYONS ELECTRIC COMPANY FOR THE 2017 TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE PROGRAM

Introduced:	March 13, 2017
Purpose:	To authorize the Village Engineer to execute a Letter of Agreement extending the contract for the 2016 Traffic Control and Street Lighting Maintenance Program with the Lyons Electric Company, Inc. for one year thereby allowing the Village to maintain Village-owned street lights on arterial and collector streets.
Background:	Each year, the Village contracts with an electrical contractor to assist in the maintenance of street lighting and traffic control signals within the Village of Morton Grove. Lyons Electric Company, Inc. satisfactorily performed work on this contract in 2016. The contract contains provisions allowing the contract to be extended for 2017 and 2018. This contract is required to comply with the Illinois Prevailing Wage Act.
Programs, Departments or Groups Affected	Public Works.
Fiscal Impact:	The estimated contract value for routine maintenance is \$24,489.48.
Source of Funds:	MFT: A/C#035060-554170 Maintenance of Street Lights \$80,000
Workload Impact:	The Public Works Department as part of their normal work activities performs the management and implementation of the program.
Administrator Recommendation:	Approval as presented.
Special Considerations or Requirements:	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

Prepared by: 
Chris Tomich, Village Engineer

Reviewed by: 
Andy DeMonte, Director of Public Works

RESOLUTION 17-16

AUTHORIZING THE EXECUTION OF A SERVICE CONTRACT EXTENSION WITH LYONS ELECTRIC COMPANY, INC. FOR THE 2017 TRAFFIC SIGNAL AND STREET LIGHTING MAINTENANCE 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, the 2017 Traffic Signal and Street Lighting Maintenance Program is necessary for the maintenance of Village traffic signal, and arterial and collector street light infrastructure; and

WHEREAS, Resolution 16-21 approved the execution of a service contract with Lyons Electric Company, Inc. for the 2016 Traffic Signal and Street Lighting Maintenance Program; and

WHEREAS, the Village reserves the right to extend this contract for a period of two (2) years in one year increments, under the same terms and conditions as the original contract; and

WHEREAS, Lyons Electric Company, Inc. has performed work for the Village of Morton Grove in a satisfactory manner; and

WHEREAS, the Illinois Prevailing Wage Act applies to work performed as part of this contract; and

WHEREAS, Motor Fuel Tax Funds will be used to perform the necessary work; and

WHEREAS, funding for the above work is included in the adopted Village of Morton Grove 2017 Budget in Account Number 035060-554170.

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 Engineer is hereby authorized to execute a Letter of Agreement extending the contract for the "2017 Traffic Control and Street Lighting Maintenance Program" with Lyons Electric Company, Inc., for one (1) year until March 31, 2018, in the amount of \$24,849.48.

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

PASSED THIS 13th DAY OF MARCH 2017

Trustee Gear	_____
Trustee Minx	_____
Trustee Pietron	_____
Trustee Ramos	_____
Trustee Thill	_____
Trustee Witko	_____

APPROVED BY ME THIS 13th DAY OF MARCH 2017

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

ATTESTED and FILED in my office
This 14th DAY OF MARCH 2017

Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois