



Incredibly Close ✧ Amazingly Open

VILLAGE BOARD OF TRUSTEES REGULAR MEETING NOTICE/AGENDA

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

**MAY 9, 2016
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 – April 25, 2016**
8. **Special Reports**
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 (Trustee Witko)*
 - 1) **Ordinance 16-11** (*Introduced May 9, 2016*) (*First Reading*)
Repealing in its Entirety Title 2, Chapter 15 Entitled *Emergency Telephone System Board* of the Village of Morton Grove Municipal Code
 - 2) **Resolution 16-32** (*Introduced May 9, 2016*)
Establishing a Joint Emergency Telephone Systems Board with the Village of Glenview and Other Corporate Authorities
 - 3) **Ordinance 16-12** (*Introduced May 9, 2016*) (*First Reading*)
Amending Title 2 Entitled Boards and Commissions of the Municipal Code to add a new Chapter 16 Entitled *Morton Grove Special Events Commission*
 - b. **Trustee Minx** – *Natural Resource Commission, Plan Commission/Zoning Board of Appeals, Building Department (Trustee Pietron)*
 - 1) **Resolution 16-33** (*Introduced May 9, 2016*)
Approving a Memorandum of Understanding with the Village of Glenview for the Provision of Food Establishment/Health Inspection Services
 - c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan (Trustee Minx)*
 - 1) **Resolution 16-34** (*Introduced May 9, 2016*)
Authorizing the Sale of Surplus Personal Property Owned by the Village

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

- d. **Trustee Ramos** – *Legal, Finance Department, Finance Advisory Commission, Traffic Safety Commission, Waukegan Road TIF, Capital Projects (Trustee Thill)*
 - 1) **Ordinance 16-09** (*Introduced April 25, 2016*) (*Second Reading*)
Amending Title 5, Motor Vehicles and Traffic, Chapter 1, entitled Traffic Administration and Enforcement, Section 4 Entitled Experimental or Temporary Regulations of the Village's Municipal Code
 - 2) **Ordinance 16-10** (*Introduced April 25, 2016*) (*Second Reading*)
Amending Title 5, Chapter 13, Article A-4, Entitled "Traffic Schedules" of the Municipal Code of the Village
 - 3) **Ordinance 16-13** (*Introduced May 9, 2016*) (*First Reading*)
Amending Title 5, Chapter 13, Article F, Section 2 Entitled No Parking During Certain Hours; Title 5, Chapter 13, Article F, Section 4 Entitled Restricted Parking Streets of the Municipal Code of the Village
- e. **Trustee Thill** – *Fire Department, Emergency Management Agency, RED Center, Environmental Health, Solid Waste Agency of Northern Cook County, Appearance Commission (Trustee Ramos)*
- f. **Trustee Witko** – *IT Communications, Strategic Plan Committee, Family and Senior Services Department, Chamber of Commerce, Advisory Commission on Aging (Trustee Gear)*

15. **Other Business**

16. **Presentation of Warrants - \$269,553.55**

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.*

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
COOK COUNTY, ILLINOIS, HELD AT THE
RICHARD T. FLICKINGER MUNICIPAL CENTER
APRIL 25, 2016**

CALL TO ORDER

- I & II. Village President Dan DiMaria called the meeting to order at 7:00 p.m. in the Council Chambers of Village Hall. He then led the Board and assemblage in the Pledge of Allegiance.
- III. Village Clerk Connie Travis called the roll. Present were: Trustees Bill Grear, Rita Minx, John Pietron, Ed Ramos, John Thill, and Janine Witko.

IV.

APPROVAL OF MINUTES

Regarding the April 11, 2016 Regular Board Meeting, Trustee Minx moved to approve the Minutes as presented, seconded by Trustee Witko. **Motion passed unanimously** via voice vote.

V.

SPECIAL REPORTS

- 1. **Swearing-In Ceremony for Three New Firefighters/Paramedics**

Fire and Police Commission Chairperson Mike Simkins, joined at the podium by Mayor DiMaria, Fire Chief Tom Friel, and Trustee liaison John Thill, introduced and performed the swearing-in for the following new members of the Morton Grove Fire Department:

- a. **Milan Tomic**, who began his employment with the Village as a Firefighter on April 11. Milan already has his Paramedic certification and began his firefighter training at the NIPSTA Fire Academy on April 18. Milan speaks fluent Polish. He was born in Poland and raised in Humboldt Park, where he attended Lane Tech High School. Milan then enlisted in the US Air Force and served tours in Iraq, Afghanistan, and Haiti. When he completed his military service, he attended Malcom X College and majored in Para-Medicine. Milan recently moved into the Norwood Park area, and enjoys working out, watching sports, and spending time with family and friends in his spare time. The Board and assemblage welcomed Milan.
- b. **Andrew Schmit**, who also began his employment with the Village as a Firefighter on April 11 and began his firefighter training at the NIPSTA Fire Academy on April 18. Andy was born and raised in Park Ridge. He attended Maine South High School and graduated from the University of Iowa with a Bachelor's degree in Business Management. He is engaged to his childhood sweetheart and is getting married on October 22. In his spare time, Andy enjoys playing basketball, working out, and spending time with family and friends. The Board and assemblage welcomed Andy.

V.

SPECIAL REPORTS (continued)

- c. **Jeff Kotowski**, who, like Milan and Andy, started his employment with the Village as a Fire-fighter on April 11 and began his firefighter training at the NIPSTA Fire Academy on April 18. Jeff is already a Certified Paramedic and has been working in that capacity for the past year. He was raised in Elk Grove Village, where he attended Conant High School, and graduated from the University of Illinois Champaign-Urbana with a Bachelor's degree in History. Jeff went on to attend Harper Community College, where he received his Associate's Degree in Fire Science. Jeff enjoys working out, running, watching sports, and spending time with his family and friends in his spare time.

Chairman Simkins thanked the Board for their support, and Mayor DiMaria thanked Mr. Simkins for his and the Fire and Police Commission's hard work

- 2. **Special Presentation to Ralph Czerwinski**

- a. Fire Chief Tom Friel said that, in the late 1960's, a group of fire chiefs had a vision of an inter-agency cooperative, and formulated a system to assist one another in time of need. Neighbors helping neighbors was nothing new, but fire departments helping fire departments was a unique concept back then. From that spirit of cooperation evolved the Mutual Aid Box Alarm System (MABAS) of Northern Illinois. The concept has spread throughout the State of Illinois and even to other states.
- b. Chief Friel said there are currently 1,200 fire departments in MABAS, which is now divided into 69 divisions. As one of the earlier joiners of MABAS, Morton Grove is in Division 3, along with 17 other communities, including Highland Park, Glencoe, Winnetka, Wilmette, Lincolnwood, and Des Plaines.
- c. Morton Grove's Village Administrator, Ralph Czerwinski, has had a long and storied career in the Fire Service. He served as Morton Grove's Fire Chief from 1990 to 2004, and as Skokie's Fire Chief from 2005 to 2015, a total of 24 years as a Fire Chief. During that time, he served as the MABAS Division 3 president, and spearheaded a number of special initiatives, including securing State funding for the fire service's special rescue teams and for vehicles used by all 17 communities.
- d. Division 3 wants to recognize Mr. Czerwinski's long history of service. They went to renowned sculptor, Michael Roach—who has designed awards for the American Hockey Association as well as the Naismith Trophy, which is awarded annually to the players of the year in men and women's college basketball and whose first recipient was Michael Jordan—who had been commissioned to do a series of Fire Department remembrances. One of those sculptures is being presented this evening to Ralph Czerwinski in recognition of his 24 years of service. The sculpture, which Chief Friel said was appropriate, is named "Taking Command." The Board and assemblage applauded Mr. Czerwinski.
- e. Mr. Czerwinski thanked the firefighters, stating that he had first joined the fire service in 1975 and it is a great career. He was happy and thankful to see representatives from the Skokie Fire Department in attendance tonight too. He said the Board really supports the Fire Department, and without the vision of the chiefs, the Board's support, and the great staff of firefighters, he wouldn't be here this evening. He told the firefighters in the assemblage, "Enjoy your career; it's the best one out there." And he told the assemblage, "You are served well by the men and women in the fire department."

VI.

PUBLIC HEARINGS

NONE

VII.

RESIDENTS' COMMENTS (Agenda Items Only)

NONE

VIII.

PRESIDENT'S REPORT**Proclamations**

Mayor DiMaria proclaimed the week of May 1–May 7 as “Municipal Clerks Week” in Morton Grove. He stated that this office is the oldest among public servants, and the Municipal Clerk provides the professional link between citizens and the local governing bodies and agencies of government. He encouraged everyone to extend their appreciation to Morton Grove’s Municipal Clerk, Connie Travis.

IX.

CLERK'S REPORT

Clerk Travis reported that 82 of the 85 planters in the Community Relations Commission’s “Adopt A Planter” initiative have now been adopted. Planting dates are May 14–15. Also, the Commission is still accepting photos for their photo contest.

X.

STAFF REPORTS**A. Village Administrator:**

1. Village Administrator Czerwinski said that he’s really proud of the community’s participation as regards the “Adopt A Planter” program. He also encouraged everyone to read the latest Village newsletter. The newest edition of *The Exchange* is very well organized and has information for people of all ages within it. He thanked staff for doing an outstanding job on this newsletter.
2. Mr. Czerwinski noted that the Morton Grove Days Commission is looking for volunteers to help with this year’s four-day event. Residents interested in volunteering can go to the Commission’s website or call Village Hall.
3. Mr. Czerwinski encouraged residents to go to the next Neighborhood Outreach, which will be held on June 15 at Edison School, 8200 Gross Point Road.
4. Mr. Czerwinski reminded the assemblage that there will be a Spring Farmers’ Market at the Civic Center on Saturday, May 7. The Farmers’ Market officially opens on June 4 and will run through October.
5. Mr. Czerwinski elaborated on a report Trustee Witko had made at the last Board meeting, about the “Dough For Doughboy” fundraising effort. The Doughboy is a statue at the Morton Grove Public Library commemorating the veterans of World War I, and the funds used to initially install it were raised by the Morton Grove Days Commission back in the early 1920’s.

X. **STAFF REPORTS** (continued)

A. Village Administrator: (continued)

- a. The statue is now in need of repairs, and the Historical Society is trying to help. They've established a "go fund me" page (gofundme.com/mgdoughboy) and are encouraging everyone to make a donation.
6. Mr. Czerwinski said that, this past Friday, the Village resumed their eNews blasts, and hopefully will push out a new blast every other week. He said that fewer than 1,000 residents have signed up for the eNewsletter, adding that he'd like to see that number double.

B. Corporation Counsel:

Corporation Counsel Liston had no report.

XI. **TRUSTEES' REPORTS**

A. Trustee Gear:

1. Trustee Gear presented **Ordinance 16-07, Amending Title 8 Entitled "Public Health and Safety" of the Municipal Code to Add a New Chapter 11 Establishing a "Special Event" Permitting Process.**

This is the second reading of this ordinance.

- a. Trustee Gear explained that special events, such as festivals, concerts, and fun runs, enhance the quality of life and community character by helping to create a vibrant and interesting community. Such events often involve advance planning, logistics, and potential costs and liabilities for the Village. The Village may be required to allocate Village personnel, equipment, and property for special events, which, in addition to subjecting the Village to costs and potential liability, may interfere with the normal operations of the Village and the safe use of the public ways and Village property.
- b. Trustee Gear said this ordinance will establish a permitting process for special events requiring Village services. Applications must be submitted at least 90 days prior to the event, unless alcohol is expected to be served or more than 500 people are expected to attend the event, in which case the application must be submitted to the Village by September 1 of the year preceding the proposed special event. Event organizers are required to obtain adequate levels of insurance and additional permits for activities such as food sales and pyrotechnics, and provide the Village with sufficient additional information in order to enhance the Village's ability to schedule needed personal and equipment.

Trustee Gear moved to adopt Ordinance 16-07, seconded by Trustee Minx.

- c. Trustee Thill asked if the "mega-picnics" held annually in St. Paul Woods pay for the use of Morton Grove personnel. Mr. Czerwinski said it's done on a case-by-case basis. If the Village incurs extraordinary expenses, they have to cover it. If what they're asking for can be covered by on-staff personnel, they won't be charged. He said each situation would be reviewed to make a determination of how much staff time may be necessary.

XI.

TRUSTEES' REPORTS (continued)A. Trustee Grear: (continued)

- d. Trustee Grear said he appreciates this Ordinance; it will protect the Village and enhance the individual events. He thanked Mr. Czerwinski and Corporation Counsel Liston for their efforts on this Ordinance. Mr. Czerwinski said that all of the staff reviewed the Ordinance; Ms. Liston was instrumental in putting it together, but staff assisted greatly by reaching out across the country to get the "best of" similar ordinances.

Mayor DiMaria called for the vote on Ordinance 16-07.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

B. Trustee Minx:

Trustee Minx had no formal report, but congratulated Mr. Czerwinski on the honor bestowed on him earlier this evening.

C. Trustee Pietron:

1. Trustee Pietron presented **Resolution 16-30, Authorizing the Acceptance of a Material Proposal From Ozinga Ready Mix for the 2016 Material Purchasing Program—Concrete.**
 - a. He explained that the Village has an annual program, dependent on funding appropriations, to purchase construction materials like asphalt and concrete to be used to maintain Village rights-of-way and property. The purchase of construction materials is paid for using General Funds, Motor Fuel Tax Funds, and Enterprise Funds. The use of Motor Fuel Tax funds is administratively controlled by the State, which requires bidding procedures and contract documents. This contract was bid through a public process in accordance with the municipal code and Illinois Department of Transportation requirements.
 - b. Trustee Pietron said the estimated contract value is \$18,000, but since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Pietron moved to approve Resolution 16-30, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

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

D. Trustee Ramos:

1. Trustee Ramos presented for a first reading **Ordinance 16-09, Amending Title 5, "Motor Vehicles and Traffic," Chapter 1 Entitled "Traffic Administration and Enforcement," Section 4 Entitled "Experimental or Temporary Regulations" of the Village of Morton Grove Municipal Code.**
 - a. He explained that, currently, Title 5, Chapter 1, Section 4 entitled "Experimental or Temporary Regulations" allows the Police Chief, with the approval of the Village Engineer, to implement experimental or emergency traffic regulation without Board approval for up to 90 days. The Village Administrator has recommended that this section be updated to provide that, if, after the initial 90-day trial period, the Police Chief and Village Administrator recommend the temporary regulations be made permanent, such regulation shall be extended until it has been approved or rejected by the Village Board, but not for more than an additional 90 days.

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

2. Next, Trustee Ramos introduced for a first reading **Ordinance 16-10, Amending Title 5, Chapter 13, Article A-4 Entitled "Traffic Schedules" of the Municipal Code of the Village of Morton Grove.**
 - a. He explained that the Traffic Safety Commission had received a request for stop signs to be installed on Luna Avenue and Davis Street, as well as "Watch That Child" signs along the 9100 block of Luna Avenue. Two "Watch That Child" signs were subsequently installed under the authority of the Director of Public Works. The Luna-Davis intersection currently has no traffic control. During the course of two Traffic Safety Commission reviews, the Village Administrator suggested addressing the root problem described by the residents by establishing a temporary, experimental traffic regulation prohibiting left turns from westbound Church Street onto southbound Luna Avenue.
 - b. The residents and Traffic Safety Commission felt that the temporary, experimental traffic regulation did not satisfy the residents' original desire for stop signs and recommended to remove the left turn restriction. The Traffic Safety Commission concurred with the petitioner's request and recommended the Village establish a 4-way stop intersection on Luna Avenue at its intersection with Davis Street.

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

- c. Trustee Grear asked Mr. DeMonte if there was a way the Village lets people know about a new traffic control device once it's been installed. Mr. DeMonte responded that, in this case, he's ordered flashing lights to let people know about the new stop signs, as well as reflectors. Also, stop bars will be added during the striping program.

XI.

TRUSTEES' REPORTS (continued)E. Trustee Thill:

1. Trustee Thill presented **Ordinance 16-08, Amending Title 9, Chapter 7, To Restructure Ambulance Service Fees.**
 - a. He explained that this ordinance amends Title 9, Chapter 7 of the Village's Municipal Code to restructure and establish reasonable and necessary fees to support the delivery of high quality Emergency Medical Services (EMS) to the residents and guests of the community.
 - b. The fire department routinely reviews the fees charged for the provision of ambulance services in order to ensure their appropriateness and parity with service fees charged by other fire departments in the Chicago metro area, as well as the local MABAS Division. Village staff has reviewed the fees charged by other communities and has proposed modifications which match the current or proposed fees of Niles, Skokie, North Maine, Park Ridge, and Des Plaines.

Trustee Thill moved to adopt Ordinance 15-08, seconded by Trustee Pietron.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

2. Next, Trustee Thill presented **Resolution 16-31, Authorizing the Execution of an Inter-governmental Agreement Between the Villages of Morton Grove, Niles, and Skokie for Mutual Aid Ambulance Billing.**
 - a. He explained that this resolution will amend an Intergovernmental Agreement established in 2009 between the Villages of Morton Grove, Niles, and Skokie which provides that residents of each of those communities will be charged the "resident rate" for services, regardless of which department responds to the 911 call. In 2015, Morton Grove's ambulances transported approximately 245 non-Morton Grove residents from Niles and Skokie. This intergovernmental agreement allows the assessment of service fees for these transports, and ensures that Morton Grove residents are charged the resident rate in the event that a Niles or Skokie ambulance delivers service to them during a mutual aid request.

Trustee Thill moved, seconded by Trustee Witko, to approve Resolution 16-31.

Motion passed: 6 ayes, 0 nays.

Tr. Grear	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Pietron	<u>aye</u>
Tr. Ramos	<u>aye</u>	Tr. Thill	<u>aye</u>	Tr. Witko	<u>aye</u>

3. Trustee Thill announced that the Village will be holding a document destruction and small electronics recycling event on Saturday, May 21, from 9:00am to noon in the parking lots between the Civic Center and Harrer Park swimming pool. Document destruction will be limited to six file-type boxes or paper bags—no plastic bags allowed.

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

E. Trustee Thill: (continued)

Electronics that will be accepted for recycling include:

- a.
 - Answering machines
 - Cable receivers
 - Calculators
 - Camcorders
 - Cameras
 - Computer cables
 - Computer monitors
 - Computers (desktop, notebook, tablet)
 - Converter boxes
 - Copy machines
 - Fax machines
 - Microwaves
 - Mice (or keyboards)
 - MP3 players
 - PDAs
 - Postage machines
 - Power tools or cords
 - Printers (including multi-function)
 - Satellite receivers
 - Scanners
 - Shredders
 - Small home appliances (toasters, blenders)
 - Stereo equipment (no wood)
 - Telephones
 - Televisions
 - Typewriters
 - Video game consoles
 - Video recorders/players
 - Zip drives
- b. Trustee Thill said there will be no entrance to the event at the traffic light at Fernald and Dempster; that will be the exit for the event. Residents must enter at the drive by the Civic Center. The event is sponsored by the Solid Waste Agency of Northern Cook County (SWANCC) and is for residential material only—no commercial or institutional use. The event is limited to residents of SWANCC member communities (for a list, visit www.swancc.org). The event will end promptly at noon. The Village thanks the Park District for the use of their portion of the parking lots. Anyone with questions should call Public Works at 847-470-5235.
4. Trustee Thill said another community organization that does small electronics recycling is Shore Community Services, a not-for-profit located at 8035 Austin Avenue (just north of Oakton). He encouraged residents to take advantage of their recycling services.
5. Trustee Thill commented that the Public Works Department has 450 river birch trees that they will be distributing to school children to celebrate Arbor Day. He asked Mr. DeMonte to give Bill Burns, in the Village's Forestry Division, an "atta boy" because the tree distribution was his idea.
6. Trustee Thill announced that the Taste of Morton Grove has raised nearly a million dollars (\$989,595) between 2001 and 2016 for its many local beneficiaries. This is a volunteer organization open to everyone. He complimented Mike Simkins who's chaired this event for the last several years and urged residents to get involved in this worthwhile endeavor.

F. Trustee Witko:

Trustee Witko had no report.

XII.

OTHER BUSINESS

NONE

XIII.

WARRANTS

Trustee Ramos presented the Warrant Register for April 25, 2016, in the amount of \$1,221,678.39. He moved that the Warrants be approved as presented. Trustee Thill seconded the motion.

Motion passed: 6 ayes, 0 nays.

Tr. Grear ayeTr. Minx ayeTr. Pietron ayeTr. Ramos ayeTr. Thill ayeTr. Witko aye

XIV.

RESIDENTS' COMMENTS

- a. **Nancy Lanning** commented that bingo at the Civic Center is a lot of fun, as Trustees Grear and Witko can attest to. They recently acted as the bingo callers and everyone had a great time. She said that Fire Chief Tom Friel will be calling bingo in a couple of weeks, and everyone is looking forward to it.

XV.

ADJOURNMENT

Trustee Pietron moved to adjourn the meeting, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Grear ayeTr. Minx ayeTr. Pietron ayeTr. Ramos ayeTr. Thill ayeTr. Witko aye

The meeting adjourned at 7:41 p.m.

PASSED this 9th day of May, 2016.

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

APPROVED by me this 9th day of May, 2016.

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

APPROVED and FILED in my office this 10th day of May, 2016.

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

Minutes by: Teresa Cousar

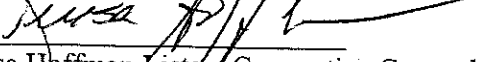
Legislative Summary

ORDINANCE 16-11

REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 15 ENTITLED EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE

Introduced	May 9, 2016
Purpose:	This Ordinance will repeal in its entirety Title 2, Chapter 15 entitled Emergency Telephone System Board of the Village's Municipal Code effective January 1, 2017.
Background:	Public Act 99-0006 amends the Emergency Telephone System Act, 50 ILCS 750/1 and requires Emergency Telephone System Boards ("ETSB") that do not have a public safety answering point in its jurisdiction be consolidated through an intergovernmental agreement to create a Joint Emergency Telephone System Board (JETSBS). The Village of Morton Grove along with other municipalities will, pursuant to Resolution 16-32 enter into an intergovernmental agreement to form a JETSBS which complies with the new law. The law further requires Morton Grove to dissolve its current ETSB, effective January 1, 2017, subject to the state of Illinois' approval of the consolidation plan set forth in the IGA. This ordinance therefore will dissolve the existing Village of Morton Grove ETSB in compliance with the new law.
Programs, Departments Or Groups Affected:	Police and Administration Departments
Fiscal Impact:	There is no budget impact
Source of Funds:	
Workload Impact:	The Administration and Legal Department will update the Municipal Code as part of normal work activities.
Administrator Recommendation:	Approval as presented
Second Reading:	Required, Municipal Code Change
Special Considerations or Requirements	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Prepared by: 
Teresa Hoffman, Liston, Corporation Counsel

Reviewed by: 
Police Chief Michael Simo

ORDINANCE 16-11

REPEALING IN ITS ENTIRETY TITLE 2, CHAPTER 15 ENTITLED EMERGENCY TELEPHONE SYSTEM BOARD OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE

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

WHEREAS, the Village of Morton Grove has the authority to adopt ordinances and to promulgate rules and regulations which pertain to its government and affairs that protect the health, safety and welfare of its citizens; and

WHEREAS, the Village of Morton Grove Municipal Code (the Code), provides for the establishment of various boards and commissions with duties and powers related to the operations of the Village; and

WHEREAS, to comply with changes made to the Emergency Telephone Systems Act adopted by Public Act 99-0006, ("the Act") , the Corporate Authorities have determined it is in the best interest of the Village, and in furtherance of the public health, safety, and welfare, to enter into an Intergovernmental Agreement (IGA) with certain other municipalities (per Resolution 16-32) in order to create a Joint Emergency Telephone System Board (JETSB); and

WHEREAS, pursuant to the IGA and the Act, the Village must dissolve the ETSB upon the Commencement Date of the JETSB, as defined in the IGA, which shall be January 1, 2017, subject to the state of Illinois' approval of the consolidation plan (the "Plan") to which the IGA pertains; and

WHEREAS, the Act, as amended, requires the Plan be submitted no later than July 1, 2016; and

WHEREAS, the applicable administrative rules promulgated by the state require the Village ordinance dissolving the ETSB be submitted with the Plan; and

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

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

SECTION 2: Upon the effective date of this Ordinance, Title 2, Chapter 15 of the Village of Morton Grove Municipal Code, entitled *Emergency Telephone System Board*, is deleted in its entirety and the Emergency Telephone System Board is officially dissolved.

SECTION 3: Every section and provision of this Ordinance shall be separable, and the invalidity of any portion of this Ordinance shall not affect the validity of any other portion of this Ordinance. All ordinances or parts of ordinances in conflict or inconsistent with any of the provisions of this Ordinance are hereby repealed.

SECTION 4: This Ordinance shall be in full force and effect upon the later of January 1, 2017, or the state of Illinois' approval of the Plan.

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 9th day of April 2016.

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

APPROVED by me this 9th day of April 2016.

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

APPROVED and FILED in my office
this 10th day of April 2016.

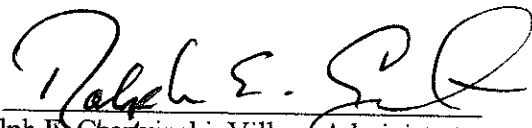
Connie Travis, Village Clerk
Village of Morton Grove
Cook County, Illinois

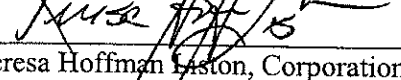
Legislative Summary


RESOLUTION 16-32

**ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD
WITH THE VILLAGE OF GLENVIEW AND OTHER CORPORATE AUTHORITIES**

Introduced	May 9, 2016
Purpose:	This Resolution authorizes the execution of an Intergovernmental Agreement (IGA) to establish a Joint Emergency Telephone Systems Board with the Village of Glenview and other governmental agencies.
Background:	On June 29, 2015, the state of Illinois passed Public Act 99-0006 which amended the Emergency Telephone Systems Act, 50 ILCS 750 et. seq. The Act requires local governments to enter into an intergovernmental agreement (IGA) to create a Joint Emergency Telephone System Board (JETSBS) so that all 9-1-1 centers serve populations over 25,000, and have a public safety answering points (PSAP) within the jurisdiction of the members of the IGA. Morton Grove currently receives dispatch services from Glenview which is a PSAP. The Village along with other municipalities that receive dispatch services from Glenview has negotiated an IGA to form a JETSBS. Under the IGA, the collection and disbursement of 9-1-1 surcharges will be accomplished through the Village of Glenview who is responsible for the maintenance and operation of the overall 9-1-1 system. The IGA will comply with the new law and must be approved by a resolution of all parties to the agreement by July 1, 2016.
Programs, Departments Or Groups Affected:	Police, Administration and Legal Departments
Fiscal Impact:	There is no budget impact
Source of Funds:	
Workload Impact:	Village staff, as part of their normal work activities will perform the management and implementation of this agreement.
Administrator Recommendation:	Approval as presented
Second Reading:	N/A
Special Considerations or Requirements	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Prepared by: 
Teresa Hoffman Easton, Corporation Counsel

Reviewed by: 
Police Chief Michael Simo

RESOLUTION 16-32

ESTABLISHING A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD WITH THE VILLAGE OF GLENVIEW AND OTHER CORPORATE AUTHORITIES

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

WHEREAS, the Village of Glenview currently operates a full service dispatch center from two facilities located at 2500 East Lake Avenue, Glenview, Illinois (the Glenview PSSS South Center), and at 1677 Old Deerfield Road, Highland Park, Illinois (the Glenview PSSS North Center) They are collectively known as the Dispatch Center; and

WHEREAS, the Glenview PSSS South and North Centers are public safety answering points (PSAPs) as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the "Act"); and

WHEREAS, the Village of Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014, between the Village of Glenview and the City of Highland Park; and

WHEREAS, the Village of Grayslake, the City of Highland Park, the City of Highwood, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles (the Clients) have each entered into intergovernmental agreements with the Village of Glenview (the Dispatch Service Agreements) wherein the Village of Glenview provides dispatch services to each of those Clients; and

WHEREAS, the Village of Morton Grove and the other Clients all have their own Emergency Telephone Systems Boards, as defined in the Act, which have been appointed by their respective Corporate Authorities; and

WHEREAS, as currently defined in the Act, all Authorities must consolidate through intergovernmental agreements to create a Joint Emergency Telephone System Board, ensuring no 9-1-1 Authority serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority; and

WHEREAS, Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides any power or powers, privileges, or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government; and

WHEREAS, the Village of Morton Grove along with the other municipalities referred to above are units of local government; and

WHEREAS, the Village of Morton Grove along with the other municipalities referred to above desire to dissolve their individual Emergency Telephone System Boards and establish a Joint Emergency Telephone System Board to comply with the consolidation requirements of Section 15.4a of the Act, as described above; and

WHEREAS, Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides the ISP will distribute surcharge revenues to Joint Emergency Telephone System Boards; and

WHEREAS, the Village of Morton Grove and the other municipalities referred to above have determined it is in their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement with the Village of Glenview.

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

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

SECTION 2: The Village President and Village Clerk of the Village of Morton Grove are hereby authorized to execute an Intergovernmental Agreement (attached hereto as Exhibit "A") with the Village of Glenview, the Village of Grayslake, the City of Highland Park, the City of Highland, the Village of Lake Bluff, the City of Lake Forest, the Village of Morton Grove, and the Village of Niles in order to form a Joint Emergency Telephone System Board.

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

PASSED THIS 9th DAY OF MAY 2016

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

APPROVED BY ME THIS 9th DAY OF MAY 2016

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

ATTESTED and FILED in my office
This 10th DAY OF MAY 2016

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

**INTERGOVERNMENTAL AGREEMENT ESTABLISHING
A JOINT EMERGENCY TELEPHONE SYSTEMS BOARD**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into as of _____, 2016 (the "Effective Date"), by and between the Village of Glenview, an Illinois home rule municipal corporation ("Glenview"), the Village of Grayslake, an Illinois municipal corporation ("Grayslake"), the City of Highland Park, an Illinois home rule municipal corporation ("Highland Park"), the City of Highwood, an Illinois home rule municipal corporation ("Highwood"), the Village of Lake Bluff, an Illinois home rule municipal corporation ("Lake Bluff"), the City of Lake Forest, an Illinois home rule municipal corporation ("Lake Forest"), the Village of Morton Grove, an Illinois home rule municipal corporation ("Morton Grove"), and the Village of Niles, an Illinois home rule municipal corporation ("Niles"). (For convenience, Glenview, Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles may be referred to individually as a "Party" and collectively as the "Parties.")

RECITALS

A. Glenview operates a full service dispatch center from two facilities, one being located at 2500 East Lake Avenue, Glenview, Illinois (the "Glenview PSSS South Center"), and the other being located at 1677 Old Deerfield Road, Highland Park, Illinois (the "Glenview PSSS North Center" and, collectively with the Glenview PSSS South Center, the "Dispatch Center").

B. The Glenview PSSS South Center and the Glenview PSSS North Center are both public safety answering points ("PSAPs"), as defined in the Emergency Telephone Systems Act, 50 ILCS 750/0.01, *et seq.* (the "Act").

C. Glenview operates the Glenview PSSS North Center pursuant to a certain Facility Use Agreement dated April 28, 2014 between Glenview and Highland Park.

D. Grayslake, Highland Park, Highwood, Lake Bluff, Lake Forest, Morton Grove, and Niles have each entered into intergovernmental agreements with Glenview (collectively, the "Dispatch Service Agreements"), pursuant to which Glenview provides dispatch services to each of those Parties.

E. Each of the Parties has an emergency telephone systems board, as defined in the Act, appointed by its corporate authorities.

F. The Act authorizes any two or more municipalities, counties, or combinations thereof, to establish by intergovernmental agreement a joint emergency telephone system board, as defined therein.

G. Moreover, Section 15.4a of the Act sets forth certain consolidation requirements to ensure, among other things, that no 9-1-1 Authority, as defined in the Act, serves a population of less than 25,000, and that any 9-1-1 Authority without a PSAP in its jurisdiction be consolidated through an intergovernmental agreement with an existing 9-1-1 Authority that has a PSAP to create a joint emergency telephone systems board.

H. Article VII, Section 10 of the Illinois Constitution of 1970 provides for intergovernmental cooperation between units of local government, including the power to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance.

I. The Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, provides that any power or powers, privileges or authority exercised or which may be exercised by a unit of local government may be exercised and enjoyed jointly with any other unit of local government.

J. The Parties are units of local government.

K. All Parties desire to dissolve their individual emergency telephone system boards and establish a joint emergency telephone system board to comply with the consolidation requirements of Section 15.4a of the Act, as described above.

L. Public Act 99-0006 created a uniform statewide surcharge and centralized collection and distribution of 9-1-1 surcharge revenues under the Illinois State Police ("ISP"), and provides that ISP will distribute surcharge revenues to joint emergency telephone system boards.

M. The Parties have determined that it is their mutual best interests, and in furtherance of the public health, safety, and welfare, to enter into this Agreement.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereby agree as follows:

Section 1. Incorporation of Recitals. The foregoing recitals are material to this Agreement and are incorporated herein as if set forth in full.

Section 2. Dispatch Service Agreements. The Parties expressly acknowledge and agree that the Dispatch Service Agreements remain in full force and effect, and are not amended, modified, or superseded in any way by this Agreement. To the extent that there are any conflicts between the provisions of the Dispatch Service Agreements and this Agreement, the provisions of the Dispatch Service Agreements shall prevail.

Section 3. Creation of JETSB. Effective January 1, 2017 (the "Commencement Date"), the Parties establish a joint emergency telephone system board (the "JETSB" or the "Board"), as defined in the Act. The organization and powers of the JETSB shall be as set forth herein. Pursuant to Section 15.4(e) of the Act, the corporate authorities of each Party shall rescind the ordinance or ordinances creating that Party's individual emergency telephone system boards, effective upon the creation of the JETSB on the Commencement Date, subject to regulatory approval of the consolidation plan to which this Agreement pertains (the "Consolidation Plan") by the Statewide 9-1-1 Administrator.

Section 4. Board Composition.

A. Each Party to this Agreement shall be represented by one member of the Board (each, a "Board Member"). Each Party's Board Member shall be the Chief Administrative Officer, or his/her designee with substantial management responsibility and experience, of that Party.

B. Each Board Member may designate an alternate (each, an "Alternate") to attend regular and special Board meetings on his/her behalf, with the same voting power as the Board Member. Each Alternate shall possess the same qualifications as prescribed in Section 4.A for Chief Administrative Officer designees.

C. At the first meeting of the Board in each calendar year, the Board shall elect a Chairman from among its members, who shall preside over all Board meetings. The term of the Chairman shall be one year. In the absence of the Chairman at any meeting, the Board shall elect a temporary chair to preside over the meeting.

D. At the first meeting of the Board in each calendar year, the Board shall elect a Secretary from among its Members, who shall be responsible for keeping the Board's records and for taking minutes of all Board meetings. The term of the Secretary shall be one year.

E. At the first meeting of the Board in each calendar year, the Board may elect a Finance Liaison ("Finance Liaison") from among its Members, who will consult with Glenview in Glenview's role as treasurer and Custodian as defined herein.

F. The JETSB's fiscal year shall be from January 1 to December 31.

Section 5. Board Powers.

The powers of the JETSB shall be limited to the following:

- A. Maintaining control over the Fund, defined in Section 7 hereof, including:
1. Receiving monies from the surcharge imposed under Section 15.3 of the Act, or disbursed to it under Section 30 of the Act, and from any other source, for deposit into the Fund, as defined in Section 7, herein; and
 2. Authorizing all disbursements from the Fund pursuant to Section 7 of this Agreement.
- B. Planning and maintaining the System, defined herein. On behalf of the Board, Glenview shall exercise these powers pursuant to the Dispatch Service Agreements, including:
1. Planning a 9-1-1 system (the "System");
 2. Coordinating and supervising the implementation, upgrading, or maintenance of the System, including the establishment of equipment specifications and coding systems and maintenance of a Master Street Address Guide database that meets the requirements of Section 15.4(d) of the Act;
 3. Hiring, on a temporary or permanent basis, any staff necessary for the implementation or upgrade of the System;
 4. Contracting with telecommunications providers to service the System and reviewing and approving all Network Costs incurred in the provision of such services; and
 5. Preparing all annual reports required to be provided to the Statewide 9-1-1 Administrator or any other government agency pursuant to the Act.
- C. Any other powers conferred upon it by the Act.

Section 6. Board Meetings.

A. The Board shall adopt an annual regular meeting schedule in accordance with the Open Meetings Act, 5 ILCS 120/1, *et seq.* (the "OMA").

B. Special meetings of the Board may be called by the Chairman or by any three Board Members.

C. A majority of the Board Members shall constitute a quorum for the transaction of all business by the Board.

D. All meetings of the JETSB shall comply with the requirements of the OMA.

E. A simple majority vote of all Board Members shall be required to pass any motion or resolution.

F. Each Board Member shall be entitled to one vote on each matter of business considered by the Board.

G. No Board Member shall be permitted to vote by proxy.

H. The JETSB shall adopt rules allowing Board Members to attend and participate in Board meetings by means other than physical presence, in accordance with Section 7 of the OMA.

I. The Board may adopt bylaws and additional rules of procedure it deems appropriate for conducting business.

J. Unless otherwise provided in rules of procedure adopted by the Board, Board meetings shall be conducted in accordance with the current edition of Robert's Rules of Order.

Section 7. Emergency Telephone System Fund and Distribution.

A. Effective on the Commencement Date and subject to the Statewide 9-1-1 Administrator's approval of the Consolidation Plan, there shall be created an Emergency Telephone System Fund (hereafter the "Fund") into which all 9-1-1 surcharge revenues and reserve balances of the Parties' respective ETSB funds as of the Commencement Date received by the Board shall be deposited. The Fund shall have a separate interest-bearing account. All interest accruing in the Fund shall remain in the Fund, until such time as it is disbursed annually, on a pro-rata basis, using month-end balances attributable to each Party, by resolution of the Board.

B. The Glenview Village Manager, as *ex officio* Glenview Treasurer, shall act as the treasurer and custodian of the Fund (the "Custodian").

C. No expenditures may be made from the Fund except upon direction of the Board by resolution passed by a simple majority of all Board Members. The Parties agree that at the Board's regular meetings, the Board will, in addition to any other business, consider Parties' requests for disbursements made in accordance with Section 7.D.4 hereof.

D. The Parties have agreed that the preparation of resolutions and distributions made from the Fund shall occur as follows:

1. ISP will distribute 9-1-1 surcharge revenues to the Fund in accordance with the Act and any applicable administrative rules;
2. 9-1-1 surcharge revenues will be accounted for according to each Party's jurisdiction where the revenue was collected based on the funding level set forth in the Act, as the Act may be amended from time to time;
3. The Custodian shall account for and report 9-1-1 surcharge revenues collected by the Board and attributed to each Party;
4. At any meeting of the Board, a Party may request disbursements from the Fund to be used in satisfaction of allowable expenditures under the Act ("Allowable Expenditures") for which the requesting Party has legally obligated itself as of the date of the disbursement request. No later than 10 days prior to the Board meeting, a requesting Party shall submit to the Custodian a certified statement detailing the nature and amounts of such Allowable Expenditures for which disbursement is sought, together with supporting documentation concerning such Allowable Expenditures ("Supporting Documentation"), the sufficiency of which shall be determined by the Custodian. Such Supporting Documentation may include, without limitation, approved and executed contracts and/or purchase orders, and shall expressly include the requesting Party's Dispatch Service Agreement. The Board shall consider and act upon all such requests properly submitted.
5. At its first meeting during any fiscal year, the Board may adopt resolutions approving disbursements to each Party for Allowable Expenditures that constitute the applicable percentage of that year's annual amounts due under each Party's Dispatch Service Agreement. Such resolutions shall authorize the Custodian to disburse said amounts to each Party as surcharge revenues attributable to that Party are received and deposited in the Fund, without further action by the Board during that fiscal year, subject to Section 7.D.6, below.
6. No Party shall be entitled to receive any disbursement in excess of the balance held in the Fund that is attributable to that Party at the time of its request for disbursement.
7. Upon approval of a resolution by the Board, the Custodian shall execute approved disbursements from the Fund to each Party within 10 business days.
8. Moneys other than 9-1-1 surcharge revenues that are related to the operation of the System and properly received by the Board, including, but not limited to grant funds, shall be placed in the Fund and disbursed pursuant to resolution of the Board.

E. As of the Commencement Date, if a Party has a reserve balance of 9-1-1 surcharge revenues, or if that Party receives additional 9-1-1 surcharge revenues directly from the State of Illinois, that Party shall transfer such revenues into the Fund and such revenues will be recorded as attributable to that Party.

F. Each Party shall have the right to review the records and conduct, at its sole expense, an independent audit of the deposits into and expenditures from the Fund by the Board upon ten business days' notice. The Custodian will take all commercially reasonable steps to cooperate and assist any Party seeking to conduct such a review or audit.

G. The Custodian shall maintain detailed books and records related to consolidation grants and surcharge disbursements received and the use of those funds in accordance with applicable law and generally accepted accounting principles. The Custodian shall maintain such books and records for a minimum of five years. All such books and records shall be available for review or audit by the Department of State Police, its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Custodian and the Board shall cooperate fully with any such review or audit.

Section 8. Entry and Termination.

A. Each municipality or county that becomes a party to this Agreement after the Effective Date hereof (each, a "Subsequent Party") shall be entitled to representation on the Board in the same manner as described in Section 4.A. of this Agreement. Each Subsequent Party shall rescind its ordinance or ordinances creating its individual emergency telephone system board, and shall eliminate such emergency telephone system board, upon becoming a Subsequent Party.

B. Any municipality or county wishing to become a Subsequent Party may make application for such status (each, a "Subsequent Party Application") to the JETSB. Any Subsequent Party Application shall include a copy of a resolution duly adopted by the corporate authorities of the applying entity expressing that entity's desire and intent to become a Subsequent Party and approving the same, subject to the approval of the JETSB. The JETSB shall review any Subsequent Party Application and determine, by vote of a simple majority of all Board Members, whether to admit the applying entity as a Subsequent Party. Each Party and Subsequent Party delegates to its respective Board Member the express authority to act on behalf of that Party or Subsequent Party in accordance with the provisions of this Section 8.

C. As a condition to becoming a Subsequent Party, each Subsequent Party must enter into an agreement pursuant to which Glenview shall provide dispatch services to that Subsequent Party, similar in form and scope to the Dispatch Service Agreements.

D. Any Party or Subsequent Party may terminate its status as such and withdraw from the Board by providing at least three hundred sixty-five (365) days written notice to the Custodian stating its effective withdrawal date and identifying the joint emergency telephone system board that such Party or Subsequent Party will join upon termination and withdrawal from the Board. Notwithstanding the foregoing, if applicable law is amended such that the Parties' participation in a joint emergency telephone systems board is no longer required, then any Party may terminate its status as a Party and withdraw from the Board upon thirty (30) days written notice to the Custodian, and without the need to identify any other joint emergency telephone systems board that it intends to join.

E. Any Party or Subsequent Party that terminates its status and withdraws from the Board, shall, after the effective date of the withdrawal, receive a final distribution from the Fund in proportion to its remaining balance of funds in the Fund. Such distribution shall be made in accordance with Section 7 of this Agreement and any other Board rules and procedures with respect to Fund expenditures.

F. Upon expiration or termination of any Party's Dispatch Service Agreement with Glenview, the Board may, in its discretion and upon passage of a resolution, terminate that Party's participation in the JETSB. In that event, the termination of that Party's participation in the JETSB shall be effective upon 120 days written notice by the JETSB.

Section 9. 9-1-1 Authority. The Parties acknowledge that Title 83, Chapter IV of the Illinois Administrative Code (the "Rules") sets forth standards of service applicable to 9-1-1 emergency systems and standards of service applicable to wireless 9-1-1 emergency systems in Parts 1325 and 1328, respectively, thereof. The Parties further acknowledge and agree that Glenview shall perform the functions of the "9-1-1 Authority" described in Parts 1325 and 1328 of the Rules. For all other purposes, the Board shall serve as, and perform the functions of, the "9-1-1 Authority" as referenced elsewhere in the Rules.

Section 10. General Provisions.

A. **Notice.** Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be delivered (i) personally, (ii) by a reputable overnight courier, or (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid. Unless otherwise provided in this Agreement, notices shall be deemed received after the first to occur of (a) the date of actual receipt; or (b) the date that is one (1) business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (b) the date that is three (3) business days after deposit in the U.S. mail, as evidenced by a return receipt. Notices to the Parties and to the Custodian shall be addressed as follows:

Parties:

Village of Glenview 2500 E Lake Avenue Glenview, IL 60026 Attention: Village Manager With a copy to: Robbins, Salomon & Patt, Ltd. 2222 Chestnut Avenue, Suite 101 Glenview, IL 60026	Village of Grayslake 10 South Seymour Drive Grayslake, IL 60030 Attention: Village Manager With a copy to: Victor P. Filippini, Jr. Filippini Law Firm, LLP 990 Grove Street, Suite 220 Evanston, IL 60201
City of Highland Park 1707 St. Johns Avenue Highland Park, IL 60035 Attn: City Manager With a copy to: Steven M. Elrod Holland & Knight LLP 131 S. Dearborn Street, 30 th Floor Chicago, IL 60603	City of Highwood 17 Highwood Avenue Highwood, IL 60040 Attn: City Manager With a copy to: James Ferolo Klein, Thorpe & Jenkins Ltd 20 N. Wacker Drive, Suite 1660 Chicago, IL 60606
Village of Lake Bluff 40 East Center Avenue Lake Bluff, IL 60044 Attn: Village Administrator With a copy to: Peter Friedman Holland & Knight LLP 131 S. Dearborn Street, 30 th Floor Chicago, IL 60603	City of Lake Forest 220 E. Deerpath Lake Forest, IL 60045 Attn: City Manager With a copy to: Filippini Law Firm LLP 990 Grove Street, Suite 220 Evanston, IL 60201

Village of Morton Grove 6101 Capulina Avenue Morton Grove, IL 60053 Attn: Village Administrator With a copy to: Teresa Hoffman Liston 6101 Capulina Avenue Morton Grove, IL 60053 Attn: Corporate Counsel	Village of Niles 1000 Civic Center Drive Niles, IL 60714 Attn: Village Manager With a copy to: Joseph J. Annunzio Village Attorney Village of Niles 1000 Civic Center Drive Niles, IL 60714
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Custodian:
Village of Glenview
2500 E Lake Avenue
Glenview, IL 60026
Attn: Village Manager

B. Time of the Essence. Time is of the essence in the performance of this Agreement.

C. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Illinois. Venue for any disputes arising under this Agreement shall lie exclusively in the Circuit Court of Cook County, Illinois.

D. Severability. It is hereby expressed to be the intent of the Parties that should any provision, covenant, agreement, or portion of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, but the remaining provisions shall be interpreted, applied, and enforced so as to achieve, as near as may be, the purpose and intent of this Agreement to the greatest extent permitted by law.

E. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all Parties.

F. Changes in Laws. Unless otherwise provided in this Agreement, any reference to laws, statutes, ordinances, rules, or regulations shall be deemed to include any modifications of, or amendments to, such laws, statutes, ordinances, rules, or regulations that may occur in the future.

G. Authority to Execute. Each Party hereby warrants and represents to the other Parties that the persons executing this Agreement on its behalf have been properly authorized to do so by the corporate authorities of such Party.

H. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be made, or be valid, against the Parties.

I. Counterparts. This Agreement may be executed in counterparts, each of which

shall be deemed an original and all of which together shall be deemed one and the same instrument.

J. Effective Date. The Effective Date of this Agreement shall be the last date on which it is executed by any of the Parties.

[Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below.

VILLAGE OF GLENVIEW

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF GRAYSLAKE

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF LAKE BLUFF

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF MORTON GROVE

By _____
Village President

Attest _____
Village Clerk

Date _____

VILLAGE OF NILES

By _____
Village President

Attest _____
Village Clerk

Date _____

CITY OF HIGHLAND PARK

By _____
Mayor

Attest _____
City Clerk

Date _____

CITY OF HIGHWOOD

By _____
Mayor

Attest _____
City Clerk

Date _____

CITY OF LAKE FOREST

By _____
Mayor

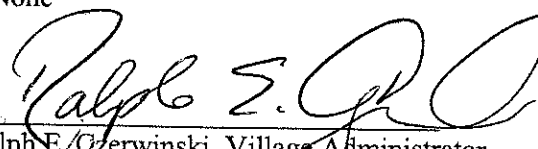
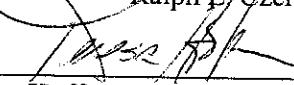
Attest _____
City Clerk

Date _____

Legislative Summary

Ordinance 16-12

AMENDING TITLE 2 ENTITLED "*BOARDS AND COMMISSIONS*" OF THE MUNICIPAL CODE TO ADD A NEW CHAPTER 16 ENTITLED THE "*MORTON GROVE SPECIAL EVENTS COMMISSION*"

Introduced:	May 9, 2016
Purpose:	To establish a new standing commission of the Village entitled "Morton Grove Special Events Commission" to plan and operate multiple day events in the Village including the annual Independence Day Festival.
Background:	The Morton Grove Days Commission is an organization made up of residents, civic groups, Park District representatives, Village Officials, and staff who work together to plan and operate the Village's annual Independence Day festival, a multiple-day festival which includes a parade, carnival, live entertainment, food, refreshments, and fireworks. Currently, expenses for the festival are paid through funds raised by the Commission from sponsorships, carnival revenue, entrance fees and the sale of food and beverages, with financial support from the Village for payment of liability insurance and overtime expenses for public safety and public works personnel. The Morton Grove Days Commission members recently voted to have the Village assume operational responsibility for the event in order to provide oversight for the use of Village resources and funds, and to provide insurance and indemnification coverage for event volunteers. This ordinance creates a standing commission comprised of representatives from the Police and Public Works Department, the Park District, the Village Board, the current Morton Grove Days Commission and local residents which will coordinate the planning and operations of the event. The original Morton Grove Days Commission will remain a 501 (c) (3) not-for-profit and will raise funds for the Independence Day festival and other Village events; and
Programs, Departs or Groups Affected	Public Works Department
Fiscal Impact:	Not applicable
Source of Funds:	Not Applicable
Workload Impact:	The Finance and Administration Department will absorb the management and oversee the various responsibilities related to operating this new standing commission.
Admin Recommend:	Approval as presented.
Second Reading:	Required – Code Book Change – May 23, 2016
Special Consider or Requirements:	None
Respectfully submitted:	 Ralph E. Ozerwinski, Village Administrator
Prepared by:	 Teresa Hoffman Liston, Corporation Counsel

ORDINANCE 16-12

AMENDING TITLE 2 ENTITLED “BOARDS AND COMMISSIONS” OF THE MUNICIPAL CODE TO ADD A NEW CHAPTER 16 ENTITLED “MORTON GROVE SPECIAL EVENTS COMMISSION”

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois is a home rule unit of government under the provisions of Article 7 of the Constitution of the State of Illinois, 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, Title 2 of the Municipal Code establishes standing boards and commissions of the Village comprised of residents who volunteer their time and expertise for the best interest of the Village; and

WHEREAS, since 1927, Village residents have served on volunteer committees to host local festivals and community events; and

WHEREAS, during recent years, the *Morton Grove Days Commission*, an organization of residents, civic groups, Park District representatives, Village Officials and staff have worked together to plan and operate a multiple day annual Independence Day festival which includes a parade, carnival, live entertainment, food, refreshments, and fireworks; and

WHEREAS, some of the expenses for the festival are paid through funds raised by the Commission from sponsorships, carnival revenue, entrance fees, and the sale of food and beverages; others are paid by the Village including the costs for liability insurance and overtime expenses for public safety and public works personnel; and

WHEREAS, the Board of Directors of the *Morton Grove Days Commission* have voted to become a standing commission of the Village in order to formalize the powers and responsibilities of the commission and the Village, to provide proper oversight for the use of Village resources and funds, and to provide insurance and indemnification coverage for commission members and its volunteers; and

WHEREAS, in 2012, the *Morton Grove Days Commission* incorporated as an Illinois not-for-profit corporation, and in 2014 was granted IRS 501 (c) (3) status which allows donations to the Commission to be tax deductible. It is anticipated after the *Morton Grove Special Events Commission* is established as a Village standing commission, the not-for-profit corporation known as the *Morton*

Grove Days Commission will continue to exist to raise funds for the Independence Day festival and other Village events; and

WHEREAS, the Corporate Authorities find it is in the Village's best interest this ordinance be adopted to establish the *Morton Grove Special Events Commission* as a standing commission of the Village.

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

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

SECTION 2: Title 2, entitled *Boards and Commissions* is hereby amended by adding a new Chapter 15 to read as follows:

Chapter 16

MORTON GROVE SPECIAL EVENTS COMMISSION

SECTION:

- 2-16-1: Commission Established, Membership, Term of Office
- 2-16-2: Intent and Purpose
- 2-16-3: Powers and Functions

2-16-1: **COMMISSION ESTABLISHED, MEMBERSHIP, TERM OF OFFICE:** There is hereby established a commission to be known as the *Morton Grove Special Events Commission*. The commission shall consist of nine (9) voting members as follows:

- A. The Police Chief or his/her designee;
- B. The Public Works Director or his/her designee;
- C. A Village Trustee;
- D. An elected or appointed official of the Morton Grove Park District;
- E. Three (3) members of the Board of Directors of the Illinois not-for-profit corporation known as the *Morton Grove Days Commission*; and
- F. Two (2) *at large* members who shall be Village residents and shall have previously participated in a Morton Grove Days Commission or a Morton Grove Special Events Commission event.

Except for the Police Chief and the Public Works Director or their designees, all other members of the commission shall be appointed pursuant to Section 2-1-2 of the Municipal Code. Unless a member is appointed to finish a term for a member who has been removed, has resigned, or is unable or

unqualified to finish his/her term, members shall serve for two (2) year terms, except for 2016 only where two (2) of the members of the Board of Directors of the Illinois not-for-profit corporation and one from the *at large* members shall be appointed for a one (1) year term.

2-15-2: **INTENT AND PURPOSE:** The purpose of the *Morton Grove Special Events Commission* is to work with Village officials and staff to plan, coordinate volunteers, and operate an annual festival for the benefit of the community, and such other events as authorized by the Village Board.

2-15-3: **POWERS AND FUNCTIONS:** The *Morton Grove Special Events Commission* shall:

- A. Prepare a proposed budget for community events to be submitted to and approved by the Village Administrator and incorporated into the Village's annual budget;
- B. Prepare all submissions and meet all requirements of the Village's Special Events Ordinance;
- C. Solicit, screen and make recommendations to the Village Administrator for the selection and contracting of vendors for community event(s) including, without limitation, carnival operators, bands and entertainment providers, staging and equipment vendors, food and beverage vendors, private security vendors, parade entries, and firework operators;
- D. Solicit, screen, train and organize volunteers for such events;
- E. Work with Village staff to apply for and obtain all necessary local and state licenses and permits;
- F. Work with the Illinois not-for-profit corporation known as the *Morton Grove Days Commission* to solicit and obtain donations and sponsors for event(s);
- G. Provide appropriate public information and advertising for the event(s);
- H. Exercise such powers and perform such duties as may be assigned to it from time-to-time by the Village President, Village Board of Trustees, or the Village Administrator.

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

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

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

PASSED this 23rd day of May 2016.

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

APPROVED by me this 23rd day of May 2016.

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

ATTESTED and FILED in my office
This 24th day of May 2016.

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


Legislative Summary

Resolution 16-33

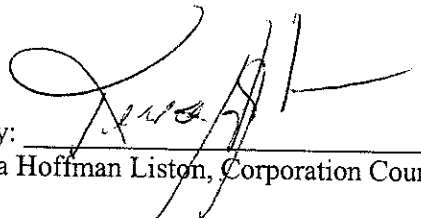
APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF GLENVIEW FOR THE PROVISION OF FOOD ESTABLISHMENT/HEALTH INSPECTION SERVICES

Introduction:	May 9, 2016
Purpose:	This Resolution will approve an agreement with Glenview for the provision of health inspections and related services
Background:	Currently, inspections of food establishments and related services are performed by a part-time sanitarian. With the retirement of the sanitarian, the Village Administrator investigated service providers who could perform high quality health related inspectional services for the Village in a cost effective manner. The Village of Glenview currently provides such services to the Village of Lincolnwood in a satisfactory manner. Services are provided by Glenview personnel, and Glenview is responsible for the sanitarians' salaries and benefits. The Village Administrator has negotiated and recommends that the Village enter into a Memorandum of Understanding with the Village of Glenview for the provision of food and health inspections and related services at the rate of \$80.00 per inspection for the remainder of 2016, with an optional two-year extension. The agreements maybe canceled at any time for any reason upon thirty (30) days written notice.
Programs, Departments or Groups Affected	Building and Inspectional Services
Fiscal Impact:	Estimated cost is \$25,000.00
Source of Funds:	General Fund- Building and Inspectional Services Department
Workload Impact:	The Building and Inspectional Services division will coordinate this change and the receipt of the inspection reports as part of their normal work activities.
Administrator Recommendation:	Approval as presented
First Reading:	None required.
Special Considerations or Requirements:	None.

Respectfully submitted:


Ralph Czerwinski, Village Administrator

Prepared by:


Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 16-33

APPROVING A MEMORANDUM OF UNDERSTANDING WITH THE VILLAGE OF GLENVIEW FOR THE PROVISION OF FOOD ESTABLISHMENT/HEALTH INSPECTION SERVICES

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1, *et seq.*, provides that any power or powers, privileges, or authority that may be exercised by a public agency may be exercised jointly with any other public agency; and

WHEREAS, currently the Village of Glenview provides health related inspectional services to Lincolnwood performed by Glenview sanitarians;

WHEREAS, the Village of Morton Grove has determined that entering into an agreement with Glenview for services provided by Glenview sanitarians is a cost-effective way to improve the provision of food establishment health inspection services within the Village and will serve and be in the best interest of the Village of Morton Grove; and

WHEREAS, the Village Administrator has negotiated and recommends that the Village enter into a Memorandum of Understanding with the Village of Glenview for the provision of food and health inspections and related services for the remainder of 2016, with an optional two-year extension; and

WHEREAS either party may cancel the agreement at any time for any reason upon thirty (30) days written notice.

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: A Memorandum of Understanding by and between the Village and

Glenview and the Village of Morton Grove in substantial conformity with Exhibit "A".
is hereby approved.

SECTION 3: The Village Administrator and Village Clerk are hereby authorized and directed to execute and attest on behalf of the Village of Morton Grove, the Memorandum of Understanding along with all documentation related thereto.

SECTION 4: The Village Administrator and/or his designee is authorized to take all actions necessary to implement and manage said Memorandum of Understanding.

SECTION 4. This Resolution shall be in full force and effect from and after its passage and approval as provided by law.

PASSED this 9th day of May 2016.

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

APPROVED by me this 9th day of May 2016.

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

APPROVED and FILED in my office
this 10th day of May 2016.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
VILLAGE OF GLENVIEW AND THE VILLAGE OF MORTON GROVE
FOR THE PROVISION OF SANITARIAN AND INSPECTIONAL SERVICES
TO BE PERFORMED BY VILLAGE OF GLENVIEW SANITARIAN PERSONNEL**

THIS MEMORANDUM OF UNDERSTANDING ("MEMORANDUM OF UNDERSTANDING"), dated the 9th day of May, 2016 (the "Effective Date"), is made and entered into between the Village of Glenview, an Illinois home rule municipal corporation ("Glenview"), and the Village of Morton Grove, an Illinois home rule municipal corporation ("Morton Grove") (sometimes herein referred to individually as a "Party" and collectively as the "Parties").

WHEREAS, the Constitution of the State of Illinois, 1970, Article VII, Section 10, authorizes units of local government to contract or otherwise associate among themselves in any manner not prohibited by law or ordinance; and

WHEREAS, the Intergovernmental Cooperation Act ("Act"), 5 ILCS 220/1, et seq., provides that any power or powers, privileges or authority exercised or which may be exercised by a public agency may be exercised and enjoyed jointly with any other public agency; and

WHEREAS, Glenview and Morton Grove are public agencies, as defined in Section 2 of the Act;

WHEREAS, Glenview has agreed to provide certain sanitarian and related inspectional services for Morton Grove to be performed by Village of Glenview sanitarian personnel, as more fully described on Exhibit A hereto (the "Services") and

Glenview has agreed to provide such services to Morton Grove in accordance with the terms set forth in this Memorandum of Understanding; and

WHEREAS, Glenview and Morton Grove have determined that it is in their mutual best interests, and in furtherance of the public health, safety and welfare, to enter into this Memorandum of Understanding;

NOW THEREFORE, in consideration of the covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1. The foregoing recitals and all exhibits referenced herein are incorporated into and made a part of this Memorandum of Understanding.

SECTION 2. The parties' obligations under this memorandum of understanding shall begin on the Effective Date, and shall continue until December 31, 2016, or until this agreement is otherwise terminated as provided herein (the "Term"). This Memorandum of Understanding will automatically renew for one additional two-year term beginning on January 1, 2017. Either party may terminate this agreement at any time for any reason upon 60 days advance written notice.

SECTION 3. Glenview shall provide sanitarian and related inspectional services for Morton Grove to be performed by Village of Glenview sanitarian personnel, as more fully described in Exhibit A. The sanitarians performing services for Morton Grove shall have undergone and passed appropriate background checks and been properly trained and certified as municipal sanitarians, and all services provided by the sanitarians for Morton Grove shall be performed in accordance with the highest

standards of professional practice, care, and diligence practiced by municipal sanitarians in performing services of a similar nature. The Village Administrator of Morton Grove or his designee shall be responsible for directing, scheduling and assigning the services to be performed by the sanitarian for Morton Grove, subject to consultation with the Village Manager Glenview or his designee to ensure that there are no scheduling conflicts that would interfere with the sanitarians' duties for Glenview.

SECTION 4. Morton Grove shall compensate Glenview at the rate of Eighty Dollars (\$80.00) per Inspection and Re-Inspection, as defined on Exhibit A, performed by the sanitarians. Morton Grove shall compensate Glenview for such other services as may be mutually agreed upon in writing by the Parties from time to time at the rate of Eighty Dollars (\$80.00) per occurrence. For purposes of this agreement an "occurrence" shall be a single assignment, project or task, but shall not include phone calls or general inquiries. The Village Administrator of Morton Grove and the Village Manager of Glenview will monitor and clarify the designation of such "occurrences" during the term of this agreement. Such compensation shall include all applicable federal, state, and local taxes of every kind and nature applicable to the services as well as all taxes, contributions, and premiums for unemployment insurance, health insurance, retirement benefits, and the use of all equipment, materials, supplies, tools, appliances, devices or processes of the sanitarian or Glenview.

On the first day of each quarter of each calendar year, Glenview shall invoice Morton Grove for Services performed by the Sanitarians during the immediately preceding quarter. Morton Grove shall pay such invoices in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.* Morton Grove's obligation to compensate Glenview for Services rendered prior to the expiration or earlier termination of the Memorandum of Understanding shall survive the expiration or earlier termination of the Memorandum of Understanding. Glenview shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of Morton Grove to inspect and audit all data and records of Glenview for work done under the Agreement.

SECTION 5. The Sanitarians shall be considered employees of Glenview and not employees of Morton Grove. This Memorandum of Understanding shall not be construed to create a principal/agent, employer/employee, partner, or joint venture relationship between Morton Grove and Glenview and or the Sanitarians. Glenview shall continue to be responsible for paying the Sanitarians' salaries and benefits including without limitation, workers' compensation insurance coverage, unemployment benefits as well as any other benefits the Sanitarians receive in the regular course of their job duties for Glenview.

SECTION 6. All inspection and related reports will be considered Morton Grove records and shall be kept and maintained by Morton Grove. Glenview will cooperate with Morton Grove to timely comply with all Freedom of Information Act requests for records relating to the sanitarians and services they perform for Morton Grove.

SECTION 7. Insurance. Contemporaneous with Glenview's execution of this agreement, Glenview shall provide certificates and policies of insurance, all with coverage and limits acceptable to Morton Grove Village Administrator. Such certificate and insurance policies shall provide that no change, modification in, or cancellation of, any insurance shall become effective until the expiration of 30 days after written notice thereof shall have been given by the insurance company to Morton Grove. Glenview shall at all times during the term of this agreement, maintain and keep the insurance coverage provided above in force, at Glenview's expense.

SECTION 8. Indemnification. Glenview shall indemnify, save harmless, and defend Morton Grove, and its

respective officials, employees, agents, volunteers and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, Glenview's performance of, or failure to perform, the services and its obligations set forth in this agreement or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Glenview, except to the extent caused by the sole negligence or intentional acts of Morton Grove.

Morton Grove shall indemnify, save harmless, and defend Glenview, and its respective officials, employees, agents, volunteers and attorneys against any and all lawsuits, claims, demands, damages, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that arise, or may be alleged to have arisen, out of or in connection with, Morton Grove's performance of, or failure to perform, the services or any part thereof, whether or not due or claimed to be due in whole or in part to the active, passive, or concurrent negligence or fault of Morton Grove, except to the extent caused by the sole negligence or intentional acts of Glenview.

Nothing in this agreement shall be construed as a waiver or diminution of immunities and defenses available to the parties under the Illinois Local Government and Governmental Employees Tort Immunity Act.

SECTION 9. Sexual Harassment Policy. Glenview represents and warrants that it has and follows a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

SECTION 10. Equal Employment Opportunity Compliance. During the performance of this agreement, Glenview agree as follows:

- A. That it will not discriminate against any employee or applicant for employment on the basis of race, age, marital status, color, religion, sex, sexual orientation, physical or mental handicap unrelated to ability, national origin or ancestry or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minorities or women are underutilized and shall take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform the services or any portion hereof, it shall determine the availability of minorities and women in the area(s) from which they may reasonably recruit, and it will hire for each applicable job classification for which employees are hired in such manner that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination based on race, color, religion, sex, sexual orientation, national origin or ancestry, marital status, age physical or mental handicap unrelated to ability or an unfavorable discharge from the military.

SECTION 11. All notices hereunder shall be in writing and shall be deemed to have been duly given: three (3) days after depositing in the U.S. Mail, either by registered or certified mail, postage prepaid, return receipt requested; immediately upon confirmed facsimile transmission, or upon delivery by hand; and one (1) day after deposit with a recognized national purveyor of overnight mail delivery to the Party to whom the notice is directed, at such Party's address or facsimile number as hereinafter set forth. Any Party shall have the right to designate any other address or facsimile number for notice purposes, by written notice to the other Party in the manner aforesaid. The addresses of the Parties and their respective contact information are as follows:

To Glenview:

Village of Glenview
1225 Waukegan Road
Glenview, IL 60025
Attention: Village Manager
Fax No. 847/724-1518

To Morton Grove:

Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053
Attention: Ralph Czerwinski, Village Administrator
Fax No. 847/965.4162
rczerwinski@mortongroveil.org

With a copy to:

Eric G. Patt
Robbins, Salomon & Patt, Ltd.
2222 Chestnut Avenue
Glenview, IL 60026
Fax No. 847/729-7390

With a copy to:

Teresa Hoffman Liston,
Corporation Counsel
6101 Capulina Avenue,
Morton Grove, IL 60053
Fax No. 847 965-4162
tliston@mortongroveil.org

SECTION 12. General

Provisions:

- A. Neither this Memorandum of Understanding nor any of the rights or privileges granted herein shall be assigned by either party.
- B. This Memorandum of Understanding contains the entire agreement between the Parties regarding the subject matter described herein.
- C. This Memorandum of Understanding may not be amended or modified, except by a written instrument signed by both Parties.
- D. This Memorandum of Understanding is for the sole and exclusive benefit of the Parties, and no third party is intended to or shall have any rights under this Memorandum of Understanding unless specifically provided herein.
- E. This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, and both of which together shall constitute one and the same instrument.
- F. The Parties have been represented by counsel and have had full opportunity to discuss this Memorandum of Understanding prior to execution.
- G. Neither Party shall be deemed to have drafted this Memorandum of Understanding for purposes of construing any ambiguity.
- H. The undersigned represent that they have the requisite authority to enter into this Memorandum of Understanding on behalf of the Parties.

Village of Glenview

Village of Morton Grove

By _____
Todd Hileman, Village Manager

By _____
Ralph Czerwinski, Village Administrator

Attest: _____
Village Clerk

Attest: _____
Village Clerk

EXHIBIT A

THE SERVICES

- Perform routine health inspections for approximately 100 food establishments located in Morton Grove (the "Inspections")
- Perform re-inspections of the above-referenced food establishments, as necessary (the "Re-Inspections")
- Report to Morton Grove staff (hardcopy or email) with regard to the Inspections and the Re-Inspections
- Perform health-related plan reviews for food establishments
- Perform Occupancy and Business / Non-Residential Compliance Certification Inspections for food establishments
- Coordinate with and assist Morton Grove staff on health related inspectional services and health compliance matters
- Respond (by phone or email) to staff/customer/resident questions/inquiries when requested by Morton Grove staff
- Support Morton Grove at food and health related special events/emergencies/investigations

EXHIBIT B

INSURANCE COVERAGES

A. Worker's Compensation and Employer's Liability with limits not less than:

(1) Worker's Compensation: Statutory;

(2) Employer's Liability:

\$500,000 injury-per occurrence

\$500,000 disease-per employee

\$500,000 disease-policy limit

Such insurance shall evidence that coverage applies in the State of Illinois.

B. Comprehensive Motor Vehicle Liability with a combined single limit of liability for bodily injury and property damage of not less than \$1,000,000 for vehicles owned, non-owned, or rented. All Glenview employees shall be included as insureds.

C. Comprehensive General Liability with coverage written on an "occurrence" basis and with limits no less than:

\$2,000,000 Bodily Injury and Property Damage Combined Single Limit Coverage is to be written on an "occurrence" bases.

Coverages shall include:

- Broad Form Property Damage Endorsement

- Blanket Contractual Liability (must expressly cover the indemnity provisions of the Contract)

D. Professional Liability Insurance. With a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate and covering Glenview against all sums that Glenview may be obligated to pay on account of any liability arising out of the Contract.

E. Umbrella Policy. The required coverages may be in any combination of primary, excess, and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

F. Morton Grove as Additional Insured. The Village of Morton Grove shall be named as an Additional Insured on all policies.

Legislative Summary

RESOLUTION 16-34

AUTHORIZING THE SALE OF SURPLUS PERSONAL PROPERTY OWNED BY THE VILLAGE OF MORTON GROVE

Introduced:	May 9, 2016
Synopsis:	This Resolution will authorize the sale of motor vehicles deemed surplus property by the Village of Morton Groves Corporate Authorities.
Purpose:	Selling motor vehicles and equipment through the Northwest Municipal Conference run auction in cooperation with Americas Auto Auction Chicago, provides for an effective means for the Village to sell surplus vehicles.
Back ground:	The Public Works Department in its normal course of business annually reviews vehicles and equipment conditions for all Village departments. After a review by the department some of the equipment is determined to be no longer useful for a variety of reasons; some reasons being but not limited to the cost of maintenance, scheduled for replacement, outdated, or no longer used by Village departments. Ordinance 05-27 allows the Village to sell surplus motor vehicles pursuant to a Resolution approved by simple majority of the Village Board of Trustees. At this time the Public Works Department is requesting that two vehicles be deemed Surplus property.
Programs, Departments Or Groups Affected	Public Works Department, and Police Department
Fiscal Impact:	Funds that will be generated by the sale of equipment at auction are unknown at this time.
Source of Funds:	N/A
Workload Impact:	Minimal, delivery of equipment to auction.
Admin Recommendation:	Approval as presented.
First Reading:	Not required
Special Consideration or Requirements:	Auction to be held on Tuesday, May 10, 2016 at 1:00 p.m. at Americas Auto Auctions Chicago, 14001 S. Karlov Avenue Crestwood, Ill 60554

Respectfully submitted: 
Ralph E Czerwinski, Village Administrator

Reviewed By: 
Andy De Monte, Director Public Works

Prepared by: 
Paul Tobin, Division Superintendent

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 16-34

AUTHORIZING THE SALE BY PUBLIC AUCTION OF PERSONAL PROPERTY OWNED BY THE VILLAGE OF MORTON GROVE

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

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois, and Chapter 127, paragraphs 741-748 of the Illinois Revised Statutes, authorize and encourage intergovernmental cooperation; and

WHEREAS, the Northwest Municipal Conference, a corporate organization representing municipalities and townships chartered within the State of Illinois and Counties of Cook, Lake, McHenry, Kane, and DuPage organizes joint municipal auctions of surplus vehicles; and

WHEREAS, on or about May 23, 2005, the Corporate Authorities adopted Ordinance 05-27 which provides "obsolete or surplus personal property which is, in the opinion of the Public Works Director and Village Administrator, no longer necessary or useful to the Village and has an estimated value exceeding \$1,000 and all motor vehicles and real property of any value of the Village of Morton Grove shall be sold subject to approval by resolution of a simple majority of the Village Board of Trustees; and.

WHEREAS, the Village Administrator, and Director of Public Works have deemed those vehicles listed in Exhibit "A" as no longer necessary or useful to the Village and the Director of Public Works has recommended these vehicles be sold at the joint municipal auction of surplus vehicles conducted by the Northwest Municipal Conference in conjunction with Americas Auto Auction Chicago; and

WHEREAS, attached as Exhibit "A" is a list of vehicles to be deemed surplus and auctioned.

NOW, THEREFORE BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE, COOK COUNTY, AND 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: Pursuant to Ordinance 05-27 of the Village of Morton Grove, the Village President and Board of Trustees for the Village of Morton Grove find the described personal property listed on Exhibit "A" attached hereto now owned by said jurisdiction is no longer necessary or useful to said jurisdiction and said jurisdiction would be best served by the sale of the properties.

SECTION 3: The Village Administrator for the Village of Morton Grove is hereby authorized to direct the sale of the aforementioned personal property at the following Northwest Municipal Conference auction in conjunction with Americas Auto Auction Chicago, scheduled for:

1:00 p.m.
Tuesday, May 10, 2016
14001 S. Karlov Avenue
Crestwood, Ill 60554

SECTION 4: The Administrator is hereby authorized to direct the Northwest Municipal Conference and Americas Auto Auction Chicago to advertise the sale of the aforementioned personal property through area newspapers, direct mailings, Internet and other channels deemed appropriate prior to the date of said auction.

SECTION 5: The Village Administrator is authorized to direct the Northwest Municipal Conference and Americas Auto Auction Chicago to enter into an agreement for the sale of said property whereby said property is sold at the auction according to the terms set forth by the Northwest Municipal Conference.

SECTION 6: No bid shall be accepted for the sale of an item, which is less than the minimum value set forth herein, unless the Village Administrator, or the designee of the Village Administrator so authorizes at the time of the auction.

SECTION 7: Upon payment in full of the auctioned price for the aforesaid items of personal property by the highest bidder, the Village Administrator is authorized to direct the Northwest Municipal Conference and Americas Auto Auction Chicago to convey and transfer the title and ownership of said personal property to the bidder.

SECTION 8: This Resolution shall be in full force and effect from and after its passage.

PASSED this 9th Day of May, 2016.

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

APPROVED by me this 9th Day of May 2016.

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

APPROVED and FILED in my office
this 9th day of May, 2016.

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

"Exhibit A"

The following Vehicles and equipment are slated for auction by the Northwest Municipal Conference in cooperation with Americas Auto Auction Chicago held at 14001S. Karlov Avenue Crestwood, ILL 60554 on Tuesday May 10, 2016.

1. 2004 Cadillac Escalade Vin#1GYEK63N94R247569
2. 2004 Honda Accord Vin# 1HGCM82294A017430

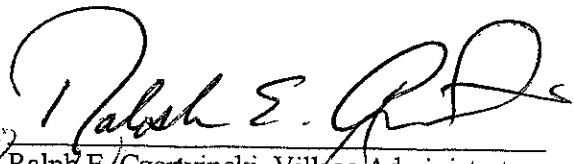
Legislative Summary

Ordinance 16-09


**AMENDING TITLE 5, "MOTOR VEHICLES AND TRAFFIC", CHAPTER 1,
ENTITLED "TRAFFIC ADMINISTRATION AND ENFORCEMENT", SECTION 4
ENTITLED "EXPERIMENTAL OR TEMPORARY REGULATIONS"
OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE**

Introduced:	April 25, 2016
Purpose:	This ordinance revises the current 5-1-4 which allows experimental and/or temporary traffic regulations which is currently contained in the Municipal Code.
Background:	Currently, Title 5, Chapter 1, Section 4 entitled, " Experimental or Temporary Regulations " allows the Chief of Police with the approval of the Village Engineer to implement experimental or emergency traffic regulation without Board approval for up to 90 day. The Village Administrator has recommended this section to be updated to provide that if, after the initial ninety (90) day trial period, the Chief of Police and Village Administrator recommend the temporary regulations be made permanent, such regulation shall be extended until it has been approved or rejected by the Village Board but not for more than an additional ninety (90) days.
Programs, Departments, or Groups Affected:	Police Department
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The management and supervision of this section will be performed by the Administration, Legal, and Police Departments as part of their normal operations.
Administrator Recommendation:	Approval as presented
Second Reading:	Required – Code Book Change
Special Requirements:	None

Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

Prepared by:


Teresa Hoffman Liston, Corporation Counsel

ORDINANCE 16-09

AMENDING TITLE 5, "MOTOR VEHICLES AND TRAFFIC", CHAPTER 1, ENTITLED "TRAFFIC ADMINISTRATION AND ENFORCEMENT", SECTION 4 ENTITLED "EXPERIMENTAL OR TEMPORARY REGULATIONS" OF THE VILLAGE OF MORTON GROVE MUNICIPAL CODE

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 is continually in the process of reviewing and, as necessary, updating existing Municipal Ordinances; and

WHEREAS, currently, Title 5, Chapter 1, Section 4 entitled, "**Experimental or Temporary Regulations**" allows the Chief of Police with the approval of the Village Engineer to implement experimental or emergency traffic regulation without Board approval for up to 90 day; and

WHEREAS, the Village Administrator has recommended this section to be updated to , provide that if , after the initial ninety (90) day period, the Chief of Police and Village Administrator recommend said regulations be made permanent, the temporary regulations shall be extended until it has been approved or rejected by the Village Board but not for more than an additional ninety (90) days.

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

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

SECTION 2: Title 5, Chapter 1, Section 4 of the Municipal Code of the Village of Morton Grove is hereby amended by repealing the current Section in its entirety and replacing it with a new Title 5, Chapter 1, Section 4 entitled, "**EXPERIMENTAL OR TEMPORARY REGULATIONS PROVIDED**" to read as follows:

5-1-4: **EXPERIMENTAL OR TEMPORARY REGULATIONS PROVIDED:** The Chief of Police, with the approval of the Village Administrator is hereby empowered to make regulations necessary to effectuate the provisions of the traffic ordinances of the Village and to

make and enforce temporary or experimental regulations to cover emergencies or special conditions. No such temporary or experimental regulations shall remain in effect for more than ninety (90) days unless, after the initial ninety (90) day period, the Chief of Police and Village Administrator recommend said regulations be made permanent, in which case the regulations shall be extended until it has been approved or rejected by the Village Board but not for more than an additional ninety (90) days.

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

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

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

PASSED this 9th day of May 2016.

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

APPROVED by me this 9th day of May 2016.

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

ATTESTED and FILED in my office
this 9th day of May 2016.

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

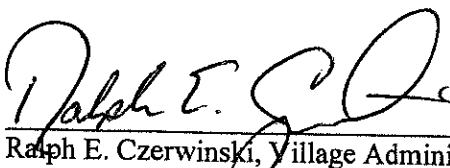
Legislative Summary

Ordinance 16-10

AMENDING TITLE 5, CHAPTER 13, ARTICLE A-4, ENTITLED TRAFFIC SCHEDULES OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

Introduced	April 25, 2016
Purpose	To amend the Municipal Code - Title 5, Chapter 13A entitled "Traffic Schedules" to change the intersection of Luna Avenue and Davis Street to a 4-way stop intersection.
Background	The Traffic Safety Commission received a request for stop signs on Luna Avenue at its intersection with Davis Street and "Watch That Child" signs along the 9100 block of Luna Avenue. Two "Watch That Child" signs were subsequently installed under the authority of the Director of Public Works. This intersection currently has no traffic control. During the course of two Traffic Safety Commission reviews, the Village Administrator suggested addressing the root problem described by the residents and a temporary, experimental traffic regulation was established for 90 days to prohibit left turns from westbound Church Street onto southbound Luna Avenue. The residents and Traffic Safety Commission considered the temporary, experimental traffic regulation to not satisfy the original desire of the residents for stop signs and recommended to remove the left turn restriction. The Traffic Safety Commission concurred with the petitioner's request and recommended the Village of Morton Grove establish a 4-way stop intersection on Luna Avenue at its intersection with Davis Street.
Programs, Departments or Groups Affected	Public Works
Fiscal Impact	\$100
Source of Funds	General Fund Account # 025017-563130
Workload Impact	None.
Admin Recommend	Approval as presented.
Second Reading	Required – Municipal Code Change (May 9, 2016)
Special Considerations or Requirements	None

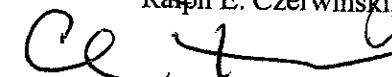
Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

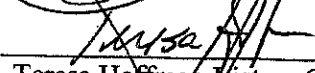
Reviewed by:


Andy DeMonte, Director Public Works

Prepared by:


Chris Tomich, Village Engineer

Reviewed by:


Teresa Hoffman Liston, Corporation Counsel

ORDINANCE 16-10

AMENDING TITLE 5, CHAPTER 13, ARTICLE A-4, ENTITLED TRAFFIC SCHEDULES OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

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 established the Traffic Safety Commission to receive, review, and present recommendations to the President and Board of Trustees regarding requests or inquiries on matters involving traffic safety, including requests for installation of traffic control devices; and

WHEREAS, the Traffic Safety Commission received a request for stop signs on Luna Avenue at its intersection with Davis Street and "Watch That Child" signage on the 9100 block of Luna Avenue; and

WHEREAS, there is no existing traffic control at this four-legged intersection; and

WHEREAS, the Director of Public Works had two "Watch That Child" signs installed on the 9100 block of Luna Avenue; and

WHEREAS, the Traffic Safety Commission, at its regularly scheduled meetings held on June 4, 2015, December 10, 2015, and April 7, 2016 at 7:00 p.m. at the Richard T. Flickinger Municipal Center, considered the above referenced request; and

WHEREAS, notifications of the meeting were sent to residents in the area; and

WHEREAS, residents and the Traffic Safety Commission agreed to try an experimental traffic regulation for ninety (90) days to prohibit left turns during the hours of 7 a.m. to 6 p.m. daily from westbound Church Street onto southbound Luna Avenue in order to address the safety concerns expressed by the petitioner; and

WHEREAS, the Traffic Safety Commission recommended following this experimental time period to not have a left turn restriction on Church Street at its intersection with Luna Avenue; and

WHEREAS, the Traffic Safety Commission recommended as a more effective solution to add a 4-way stop control intersection on Luna Avenue at its intersection with Davis Street; and

WHEREAS, the Corporate Authorities have determined it is reasonable and appropriate to update and amend Title 5, Chapter 13, Article A, of the Municipal Code of the Village of Morton Grove as set forth in this Ordinance.

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

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

SECTION 2: The experimental traffic regulation prohibiting left turns during the hours of 7 a.m. to 6 p.m. daily from westbound Church Street onto southbound Luna Avenue shall be discontinued and shall no longer be enforced.

SECTION 3: Title 5, Chapter 13, Article A-4 of the Municipal Code entitled, "TRAFFIC SCHEDULES" (4-way stop intersection) is hereby amended to add the following:

<u>Street</u>	<u>At Its Intersection With</u>
Luna Avenue	Davis Street

SECTION 4: The Director of Public Works is authorized and directed to take such action necessary to remove or install and maintain the above mentioned signs as directed by the Village President.

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

PASSED THIS 9th DAY OF MAY 2016

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

APPROVED BY ME THIS 9th DAY OF MAY 2016

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

ATTESTED and FILED in my office
This 10th DAY OF MAY 2016

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

Legislative Summary

ORDINANCE 16-13


**AMENDING TITLE 5, CHAPTER 13, ARTICLE F,
SECTION 2 ENTITLED "NO PARKING DURING CERTAIN HOURS"; TITLE 5, CHAPTER 13, ARTICLE F,
SECTION 3 ENTITLED "TIME LIMIT PARKING ZONES"; AND TITLE 5, CHAPTER 13, ARTICLE F,
SECTION 4 ENTITLED "RESTRICTED PARKING STREETS"
OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE**

Introduced:	May 9, 2016
Purpose:	To prohibit all-day parking by Metra commuters in order to increase the on-street parking supply for residents and businesses on Narragansett Avenue.
Background:	The Traffic Safety Commission (TSC) received a request for temporary experimental parking restrictions to be installed on Narragansett Avenue between Hennings Court and Dempster Street and subsequently to make a recommendation to the Village Board whether or not to make this restriction permanent. TSC reviewed this request at their April 2016 meeting. There are existing parking restrictions on this segment of Narragansett that do not meet the needs of the residents and businesses. Business owners have asked the Village to address the inadequate parking regulations three times since 2010. The Police Chief made an experimental regulation prohibiting parking on the east side of Narragansett Avenue except for vehicles displaying a Village-issued hang tag displayed in the front windshield of the parked vehicle. He also made an experimental regulation limiting parking to a 3-hour duration on the west side of Narragansett Avenue from 6:00 a.m. to 4:00 p.m. except for vehicles displaying a Village-issued hang tag displayed in the front windshield of the parked vehicle and prohibiting all parking between 4:00 a.m. and 6:00 a.m. every day. The experimental regulations were established on January 1, 2016, expired on March 29, 2016, and have been extended to June 30, 2016. Residents and businesses have asked the parking regulations be made permanent. Village staff evaluated the temporary, experimental regulations and supports making them permanent. The Traffic Safety Commission also recommends the parking restriction thereby making this a new zoned parking area.
Programs, Departs or Groups Affected	Public Works Department
Fiscal Impact:	Approximately \$150 to replace 4 signs
Source of Funds:	General Fund Account Number 025017-563130
Workload Impact:	The Public Works Department will replace the signs as part of their normal work day.
AdminRecommend:	Approval as presented.
Second Reading:	Required – Code Book Change – May 9, 2016
Special Consideration or Requirements:	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Andy DeMonte, Director of Public Works

Prepared by: 
Chris Tomich, Village Engineer

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

ORDINANCE 16-13

AMENDING TITLE 5, CHAPTER 13, ARTICLE F, SECTION 2 ENTITLED "NO PARKING DURING CERTAIN HOURS"; TITLE 5, CHAPTER 13, ARTICLE F, SECTION 3 ENTITLED "TIME LIMIT PARKING ZONES"; AND TITLE 5, CHAPTER 13, ARTICLE F, SECTION 4 ENTITLED "RESTRICTED PARKING STREETS" OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE

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 established the Traffic Safety Commission to receive, review, and present recommendations to the President and Board of Trustees regarding requests or inquiries on matters involving traffic safety, including requests for installation of traffic control devices; and

WHEREAS, the Traffic Safety Commission received a request to review temporary experimental parking restrictions installed on Narragansett Avenue between Hennings Court and Dempster Street and to make a recommendation to the Village Board whether or not to make the restrictions permanent; and

WHEREAS, the Traffic Safety Commission, at its regularly scheduled meeting at 7:00 pm on April 7, 2016, at the Richard T. Flickinger Municipal Center, considered the above referenced request; and

WHEREAS, notifications of the meetings were sent to businesses and residents in the area; and

WHEREAS, there are existing parking regulations on Narragansett Avenue between Hennings Court and Dempster Street that do not suit the current or future needs of the businesses and residents; and

WHEREAS, business owners have asked the Village to address the inadequate parking regulations three times since 2010; and

WHEREAS, Municipal Code Title 5, Chapter 1, Article 4 empowers the Police Chief to make experimental or temporary regulations for a period of up to ninety (90) days; and

WHEREAS, the Police Chief made an experimental regulation prohibiting parking on the east side of Narragansett Avenue from Hennings Court to Dempster Street except for vehicles displaying a Village-issued hang tag displayed in the front windshield of the parked vehicle; and

WHEREAS, the Police Chief made an experimental regulation limiting parking to a 3-hour duration on the west side of Narragansett Avenue from Hennings Court to Dempster Street from 6:00 a.m. to 4:00 p.m. except for vehicles displaying a Village-issued hang tag displayed in the front windshield of the parked vehicle and prohibiting all parking between 4:00 a.m. and 6:00 a.m. every day; and

WHEREAS, the experimental regulations were established January 1, 2016 and expired March 29, 2016; and

WHEREAS, Village staff evaluated the temporary, experimental regulations and supports making them permanent, so the Police Chief extended the temporary regulation for one month in order to allow time for the administrative procedure to make these temporary regulations permanent; and

WHEREAS, the residents and businesses have asked for the Village to make the temporary experimental parking regulations permanent; and

WHEREAS, the purpose of the requested parking regulations is to prohibit all-day parking by Metra commuters in order to increase on-street parking supply for residents and businesses of Narragansett Avenue; and

WHEREAS, the Traffic Safety Commission recommends to remove the experimental parking regulations and make them permanent with a new special permit parking zone determined by Village staff.

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

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

SECTION 2: Title 5, Chapter 13, Article F, Section 2 entitled "No Parking During Certain Hours" of the Municipal Code is hereby amended to delete the following restriction:

5-13F-2: NO PARKING DURING CERTAIN HOURS: There shall be no parking at the times times listed below on any of the following streets; and the Director of Public Works or his designee shall place "no parking" signs in or at suitable places within the no parking zones herein established which specify the parking restrictions herein established:

<u>Street</u>	<u>Between</u>	<u>Side of Street</u>	<u>Day and Time</u>
Narragansett Avenue	The centerline of Henning Court to the centerline of Dempster Street	Both	Except Saturday, Sunday and holidays 8:30 A.M. to 9:30 A.M.

SECTION 3: Title 5, Chapter 13, Article F, Section 2 entitled "No Parking During Certain Hours" of the Municipal Code is hereby amended to add the following restriction:

5-13F-2: NO PARKING DURING CERTAIN HOURS: There shall be no parking at the times listed below on any of the following streets; and the Director of Public Works or his designee shall place "no parking" signs in or at suitable places within the no parking zones herein established which specify the parking restrictions herein established:

<u>Street</u>	<u>Between</u>	<u>Side of Street</u>	<u>Day and Time</u>
Narragansett Avenue	The centerline of Henning Court to the centerline of Dempster Street	West	All days from 4 A.M. to 6 A.M.

SECTION 4: Title 5, Chapter 13, Article F, Section 3 entitled "Time Limit Parking Zones" of the Municipal Code is hereby amended to delete the following restriction:

5-13F-3: There shall be a time limit on parking on the following streets and at the following times within the zone specified herein and the director of public works shall place "Limited Parking" signs in or at suitable places within the limited parking zones herein established which shall specify parking restrictions herein established:

B. Ninety Minute Parking:

<u>Street</u>	<u>Between</u>	<u>Side of Street</u>	<u>Day and Time</u>
Narragansett Avenue	The north right of way line of Henning Court extended and the centerline of Dempster Street	Both	Monday through Friday, 8:00 A.M. to 6:00 P.M.

SECTION 5: Title 5, Chapter 13, Article F, Section 4 entitled "Restricted Parking Streets" of the Municipal Code is hereby amended to add the following restriction:

5-13F-4: There shall be no parking at the times listed below on any of the following streets; and the Director of Public Works or his designee shall place "no parking" signs in or at suitable places within the no parking zones herein established which specify the parking restrictions herein established:

A. Special Permit Parking:

13. There shall be no parking on the following streets between the hours indicated, except for vehicles displaying a zone 12 special parking permit or a zone 13 special parking pass, provided no more than two (2) passes shall be issued to each household or no more than the certain number of passes shall be issue to each business that may be determined by the Village Administrator:

<u>Street</u>	<u>Between</u>	<u>Side of Street</u>	<u>Day and Time</u>
Narragansett Avenue	The centerline of Hennings Court and the centerline of Dempster Street	East	All days and at all times
Narragansett Avenue	The centerline of Hennings Court and the centerline of Dempster Street	West	3-hour parking from 6 A.M. to 4 P.M., except for Saturdays, Sundays and holidays

SECTION 6: The Director of Public Works and/or his designee is hereby authorized and directed to remove any conflicting signs and erect such signs as detailed in this Ordinance.

SECTION 7: This Ordinance shall be communicated to residents adjacent to the parking restrictions via a letter, which shall be received as evidence of the passage and legal publication of this Ordinance.

SECTION 8: This Ordinance shall be in full force and effect upon its approval and publication.

PASSED THIS 23th DAY OF MAY 2016

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

APPROVED BY ME THIS 23th DAY OF MAY 2016

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

ATTESTED and FILED in my office
This 24th DAY OF MAY 2016

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