



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 23, 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 – May 9, 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*) (*Second Reading*)
Repealing in its Entirety Title 2, Chapter 15 Entitled *Emergency Telephone System Board* of the Village of Morton Grove Municipal Code
 - 2) **Ordinance 16-12** (*Introduced May 9, 2016*) (*Second 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)*
 - c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan (Trustee Minx)*
 - 1) **Resolution 16-35** (*Introduced May 23, 2016*)
Authorizing the Execution of a Contract with Crystal Management and Maintenance Services Corporation for Janitorial Cleaning Services
 - 2) **Resolution 16-36** (*Introduced May 23, 2016*)
Authorizing the Execution of a Contract with Newcastle Electric, Inc. for the South Pumping Station Generator Replacement Project
 - d. **Trustee Ramos** – *Legal, Finance Department, Finance Advisory Commission, Traffic Safety Commission, Waukegan Road TIF, Capital Projects (Trustee Thill)*
 - 1) **Ordinance 16-13** (*Introduced May 9, 2016*) (*Second 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

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

d. **Trustee Ramos (continued)**

2) **Resolution 16-38** *(Introduced May 23, 2016)*

Authorizing an Agreement Between the Village of Morton Grove and Zabinski Consulting Services, Inc. for Bookkeeping and Accounting Services

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)*

1) **Resolution 16-37** *(Introduced May 23, 2016)*

Authorizing the Execution of a License Agreement Between Sigecom, LLC and the Village of Morton Grove for Use of the Village Right-of-Ways

15. **Other Business**

16. **Presentation of Warrants - \$1,081,625.68**

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
MAY 9, 2016**

CALL TO ORDER

- I & Village President Dan DiMaria called the meeting to order at 7:00 p.m. in the Council
II. 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, Ed Ramos, John Thill, and Janine Witko. Trustee John Pietron was absent with notice.

IV.

APPROVAL OF MINUTES

Regarding the April 25, 2016 Regular Board Meeting, Trustee Minx moved to approve the Minutes as presented, seconded by Trustee Thill. **Motion passed unanimously** via voice vote.

V.

SPECIAL REPORTS

NONE

VI.

PUBLIC HEARINGS

NONE

VII.

RESIDENTS' COMMENTS (Agenda Items Only)

Georgianne Brunner addressed the Board regarding 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"). She said was glad that the Board was doing this. She clarified that the Morton Grove Days Commission will still exist as a 501(c)3 organization to fundraise and collect donations for the "operational" Commission, which will be known as the Morton Grove Special Events Commission. Village funds will not be used for the Morton Grove Days event. The event will be paid for with donations.

VIII.

PRESIDENT'S REPORT

1. Mayor DiMaria shared the sad news that Burt Katz of "Burt's Pizza" fame has passed away at age 78. Burt achieved worldwide fame after Anthony Bourdain visited Burt's Place for his show, "No Reservations". Burt spent 52 years in the pizza business and was a towering figure akin to Ike Sewell and Rudy Malnati. He bought the Inferno in Evanston in 1963, but got out of it in 1965. He then opened Gulliver's in 1965, but sold it in 1968. He opened the original Pequod's in 1971—the same year in which he last shaved. In 1989, he opened his final restaurant which was ultimately named "Burt's Place." It was famous for its ordering "rules," which were widely misunderstood. The reason for requesting "pre-orders" was because Burt was the only pizza maker; he only made a certain amount of dough each day; and only had one pizza oven.
 - a. Mayor DiMaria said he met Burt and found him to be a sweet, complex, and very modest person. He extended his personal and the Village's condolences to Burt's wife Sharon and their children, and said Burt's passing was a sad day for Morton Grove.
2. Mayor DiMaria also sent get-well wishes to Nancy Lanning, a volunteer who frequently attends and speaks at Village Board meetings. Nancy had a medical emergency a week or so ago. She is improving and hopes to be back at home soon.

IX.

CLERK'S REPORT

1. Clerk Travis said the Community Relations Commission's "Adopt A Planter" initiative will come to fruition this weekend. Planting will take place at the Civic Center between 8:00 a.m. and 1:00 p.m. on Saturday and Sunday, May 14 and 15.
 - a. Clerk Travis said the Community Relations Commission is still accepting photos for its photo contest and encouraged residents to participate.
 - b. Trustee Thill asked where people who adopted planters should pick up materials. Village Administrator Czerwinski answered that an email is going out tomorrow to everyone who volunteered to adopt a planter. The email will let everyone know where to pick up their planters and materials. Planters are numbered and there will be a placard on each planter with the adopter's name on it. Starter kit distribution will be at the Civic Center between 8:00 a.m. and 1:00 p.m. Mr. Czerwinski thanked the Community Relations Commission and liaisons Clerk Travis and Corporation Counsel Liston for spearheading this effort. Mayor DiMaria also thanked all the residents who stepped up and adopted a planter.

X.

STAFF REPORTSA. Village Administrator:

Mr. Czerwinski had no report.

B. Corporation Counsel:

Corporation Counsel Liston had no report.

XI.

TRUSTEES' REPORTSA. **Trustee Grear:**

1. Trustee Grear presented for a first reading **Ordinance 16-11, Repealing In Its Entirety Title 2, Chapter 15 Entitled "Emergency Telephone System Board" of the Village of Morton Grove Municipal Code.**
- a. He explained that Public Act 99-00006 amends the State's Emergency Telephone System Act 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 in compliance with the new law. The law further requires Morton Grove to dissolve its current ETSB, effective January 1, 2017, subject to the State's approval of the consolidation plan set forth in the intergovernmental agreement. Therefore, this Ordinance will dissolve the existing Village of Morton Grove ETSB in compliance with the new law.

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

2. Next, Trustee Grear presented **Resolution 16-32, Establishing A Joint Emergency Telephone Systems Board with the Village of Glenview and Other Corporate Authorities.**
- a. Trustee Grear said that, as he explained for Ordinance 16-11, the new State law 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 of over 25,000 and have public safety answer 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, which 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.

Trustee Grear moved to approve Resolution 16-32, seconded by Trustee Minx.

- b. Trustee Thill asked for clarification, saying that he thought Morton Grove was already involved with Glenview regarding 9-1-1 calls. Mr. Czerwinski said that's true, but this is more for the handling of funds that come in from taxes associated with land lines and wireless lines. Morton Grove already partners with Glenview operationally. Mr. Czerwinski said that, in that regard, Morton Grove is ahead of the curve. He complimented Police Chief Simo for doing a great job of representing the Village during these discussions. He also credited Finance Director Sullivan and Corporation Counsel Liston for ensuring that Morton Grove's interests are protected. The funds collected will go to the State but then come back to the Emergency System Board, but earmarked for Morton Grove. The funds will not be held by the State. They will be dedicated funds.

Mayor DiMaria called for the vote on Resolution 16-32.

Motion passed: 5 ayes, 0 nays 1 absent.

Tr. Grear aye
Tr. Ramos aye

Tr. Minx aye
Tr. Thill aye

Tr. Pietron absent
Tr. Witko aye

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

A. **Trustee Gear:** (continued)

2. Trustee Gear then introduced for a first reading **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."**
 - a. He explained that 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 some financial support from the Village for payment of liability insurance and overtime expenses for public safety and public works personnel.
 - b. 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 the 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 separate 501(c)3 not-for-profit organization and will raise the funds used to pay for the Independence Day festival and possibly other Village events.

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

B. **Trustee Minx:**

Trustee Minx said she would present her report, and then Trustee Pietron's report.

1. Trustee Minx presented **Resolution 16-33, Approving a Memorandum of Understanding With the Village of Glenview For the Provision of Food Establishment/Health Inspection Services.**
 - a. She explained that inspections of food establishments and related services have been performed for the last several years by a part-time sanitarian, who has recently retired. 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 Morton Grove 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 per inspection for the remainder of 2016, with an optional two-year extension. The agreements may be canceled at any time, for any reason, upon thirty days written notice. The estimated cost for the remainder of 2016 is \$25,000.

Trustee Minx moved to approve Resolution 16-33, seconded by Trustee Witko.

XI.

TRUSTEES' REPORTS (continued)B. Trustee Minx: (continued)

- b. Trustee Gear asked Mr. Czerwinski how long Morton Grove would have to wait if we need an inspector quickly. He responded that Glenview has two full-time sanitarians on their staff and they have capacity. He said he had met with Village staff to talk about this and address any concerns. Mr. Czerwinski felt this was a wise move for Morton Grove. The Village of Lincolnwood served as a good "pilot program". Other concerns were discussed, such as matters pertaining to West Nile Virus. Mr. Czerwinski said that "continuing education" for restaurants is included in the \$80 inspection fee. He said there will be no ambiguity or wiggle room, and indicated a desire to put together a flow chart for every conceivable circumstance or type of responsibility that would call for a sanitarium. He said that Morton Grove doesn't want to have its needs come second to Glenview's, but, all in all, thought this arrangement would work out well and that the two Village's staff members would work well with each other. Trustee Gear said he was glad for the provision regarding the ability to cancel at any time, if necessary.
- c. Trustee Thill asked how often restaurants are inspected, and if inspections are scheduled with advance notice, or are "surprise" inspections. Mr. Czerwinski said that frequency of inspections depends on the category of the restaurant. Category 1 restaurants are inspected once a year; Category 2 restaurants, twice a year; and Category 3 restaurants, three times a year. This is in accordance with State of Illinois standards. The inspections are typically "surprise" inspections.
- d. Mr. Czerwinski said the Village has tried the Glenview sanitarians out; they were asked to handle four inspections. They did a good job and were very thorough.

Mayor DiMaria called for the vote on Resolution 16-33.

Motion passed: 5 ayes, 0 nays 1 absent.

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

- 2. Trustee Minx said she hoped all the mothers and grandmothers had a great Mother's Day.
- 3. Under Trustee Pietron's report, Trustee Minx presented **Resolution 16-34, Authorizing the Sale of Surplus Personal Property Owned by the Village of Morton Grove.**
 - a. She said that, in its normal course of business, the Public Works Department reviews vehicles and equipment conditions for all Village departments to determine if the equipment and/or vehicles are no longer useful, either due to cost of maintenance, being outdated, no longer used, etc. Ordinance 05-27 allows the Village to sell surplus motor vehicles that are no longer useful for the Village's needs. This resolution authorizes the sale of two vehicles at an auction to be held on May 10, 2016 in Crestwood, Illinois.

Trustee Minx moved, seconded by Trustee Gear, to approve Resolution 16-34.

Motion passed: 5 ayes, 0 nays 1 absent.

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

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

C. **Trustee Pietron:**

Trustee Pietron was absent; his report was given by Trustee Minx.

D. **Trustee Ramos:**

1. Trustee Ramos presented **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.**

This is the second reading of this Ordinance.

- a. Trustee Ramos 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.

Trustee Ramos moved to adopt Ordinance 16-09, seconded by Trustee Thill.

Motion passed: 5 ayes, 0 nays 1 absent.

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

- b. Trustee Thill asked that the Board be informed in advance of any changes or installation of additional traffic control signage, because the Board members are the ones who get the phone calls from residents. Mr. Czerwinski responded that they would be kept informed.
2. Next, Trustee Ramos presented **Ordinance 16-10, Amending Title 5, Chapter 13, Article A-4 Entitled "Traffic Schedules" of the Municipal Code of the Village of Morton Grove.**

This is the second reading of this Ordinance.

- a. Trustee Ramos 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.

XI.

TRUSTEES' REPORTS (continued)D. Trustee Ramos: (continued)

- b. The residents and Traffic Safety Commission felt that the temporary, experimental traffic regulation did not satisfy the residents' original desire for stops 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.

Trustee Ramos moved to adopt Ordinance 16-10, seconded by Trustee Witko.

Motion passed: 5 ayes, 0 nays 1 absent.

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

- c. Trustee Grear asked if the residents in this area are satisfied with this resolution. Mr. Czerwinski responded that they are; he's heard no complaints.
3. Trustee Ramos then introduced for a first reading **Ordinance 16-13, Amending Title 5, Chapter 13, Article F, 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 of Morton Grove.**
- a. He explained that the Traffic Safety Commission had 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 about whether or not to make this restriction permanent.
- b. The Traffic Safety Commission 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.
- c. The Police Chief made an experimental regulation prohibiting parking on the east side of Narragansett 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 from 6:00 a.m. to 4:00 p.m. except for vehicles displaying a Village-issued hang tag in the front windshield of the parked vehicle and prohibiting all parking between 4:00 a.m. and 6:00 a.m. every day.
- d. These experimental regulations were established on January 1, 2016 and expired on March 29, 2016. They have been extended to June 30, 2016. Residents and businesses have asked that these parking regulations be made permanent. After review, Village staff supports this request. The Traffic Safety Commission also recommends that these parking restrictions be made permanent, thereby making this a new zoned parking area.

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

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

E. **Trustee Thill:**

1. Trustee Thill wanted to remind everyone 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. He encouraged residents to take advantage of this recycling event.
2. Trustee Thill said that, in a "letter to the editor" published this week, the writer claimed that residents will be charged 50% for trees to be planted and will have to prune the trees. It also claims that there is no follow-up regarding watering of these trees. He asked Public Works Director Andy DeMonte to clarify whether those statements were true.
 - a. Mr. DeMonte said that the Village has had a 50/50 tree planting program in the past, but the current program is that the Village is planting trees in the parkways and residents are not being charged for that. Public Works will water the trees for the first year; after that, it is the resident's responsibility. Public Works does the pruning—in fact, they would prefer that residents **not** prune these trees. Trustee Thill thanked him, adding that residents should ensure that, if they put mulch around their trees, the mulch should not touch the tree's bark. Bark holds in moisture and that can cause rot. He also commented that lawnmowers can kill trees if the lawnmower bumps against the tree hard enough and often enough.

F. **Trustee Witko:**

Trustee Witko had no report.

XII. **OTHER BUSINESS**

NONE

XIII. **WARRANTS**

Trustee Ramos presented the Warrant Register for May 9, 2016, in the amount of \$269,553.55. He moved that the Warrants be approved as presented. Trustee Minx seconded the motion.

Motion passed: 5 ayes, 0 nays 1 absent.

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

XIV. **RESIDENTS' COMMENTS**

NONE

XV.

ADJOURNMENT

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

Motion passed: 5 ayes, 0 nays 1 absent.

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

The meeting adjourned at 7:34 p.m.

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
Board of Trustees, Morton Grove, Illinois

APPROVED and FILED in my office this 24th day of May, 2016.

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

Minutes by: Teresa Cousar

Legislative Summary

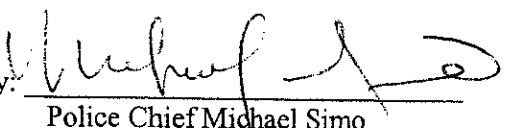
ORDINANCE 16-11

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 (JETSBB); and

WHEREAS, pursuant to the IGA and the Act, the Village must dissolve the ETSB upon the Commencement Date of the JETSBB, 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 23rd day of May 2016.

Trustee Grear

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

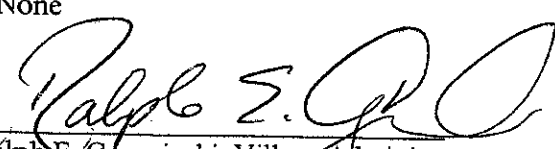

APPROVED and FILED in my office
this 24th day of May 2016.

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

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 16-35

AUTHORIZING THE EXECUTION OF A CONTRACT WITH CRYSTAL MANAGEMENT AND MAINTENANCE SERVICES CORPORATION FOR JANITORIAL CLEANING SERVICES

Introduced:	May 23, 2016
Synopsis:	To authorize the Village President to execute a contract with Crystal Management and Maintenance Services Corporation for janitorial cleaning services.
Purpose:	To provide cleaning services for administrative offices of Village buildings.
Background:	This contract was bid through a public process in accordance with the Village Code. The contract was advertised and sealed bids were received. The bid tabulation is attached as Exhibit "A". The Director of Public Works recommends the lowest bid be rejected due to unsatisfactory performance. The second lowest bid, Crystal Management and Maintenance Services Corporation from Mt. Prospect has provided satisfactory janitorial services to the Village in the past. Village staff recommends their bid in the amount of \$46,080 be accepted. The budgeted amount in the 2016 Adopted Budget is \$58,085.
Programs, Departments or Groups Affected	Public Works.
Fiscal Impact:	The estimated contract value is \$46,080. Since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.
Source of Funds:	General: A/C #026029-552160 Civic Center Janitorial Services General: A/C #028024-552160 Municipal Buildings Janitorial Services
Workload Impact:	The Public Works Department as part of their normal work activities will perform the management and implementation of the program.
Administrator Recommendation:	Approval as presented.
First Reading:	N/A
Special Considerations or Requirements:	None

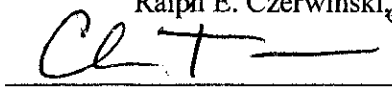
Respectfully submitted:


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

RESOLUTION 16-35

AUTHORIZATION TO EXECUTE A CONTRACT WITH CRYSTAL MANAGEMENT AND MAINTENANCE SERVICES CORPORATION FOR JANITORIAL CLEANING 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 Village utilizes a service provider to clean municipal buildings, including the civic center; and

WHEREAS, the Public Works Department advertised on the Village's website beginning April 29, 2016, inviting bids on the "Janitorial Services Contract"; and

WHEREAS, eight bids were received, publicly opened and read at the Public Works Facility at 10:00 a.m. on Friday, May 13, 2016, with the tabulation of bids included in Exhibit "A"; and

WHEREAS, Perfect Cleaning Service, Inc. is the low bidder with a bid amount of \$35,950.00; and

WHEREAS, Perfect Cleaning Service, Inc. is the current service provider and has a documented pattern of not cleaning locations and has not been responsive in addressing these deficiencies; and

WHEREAS, the Director of Public Works recommends rejecting the bid of Perfect Cleaning Services, Inc.; and

WHEREAS, the next lowest bid was submitted by Crystal Management and Maintenance Services Corporation; and

WHEREAS, the bid of Crystal Management and Maintenance Services Corporation is \$46,080.00, which is \$10,130 or 28 percent more than the lowest bid; and

WHEREAS, Crystal Management and Maintenance Services Corporation provided satisfactory janitorial cleaning services to the Village prior to June 1, 2015, for over ten years; and

WHEREAS, client references furnished by Crystal Management and Maintenance Services Corporation are favorable; and

WHEREAS, the Director of Public Works recommends accepting the bid of Crystal Management and Maintenance Services Corporation; and

WHEREAS, funding for the above work is included in the Village of Morton Grove adopted

2016 Budget as account numbers 026029-552160 Civic Center Janitorial Services and 028024-552160 Municipal Buildings Janitorial Services in the cumulative amount of \$58,085.

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

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

Section 2. The Corporate Authorities reject the bid of Perfect Cleaning Service, Inc.

Section 3. The Corporate Authorities accept the bid of Crystal Management and Maintenance Services Corporation, in the amount of \$46,080.00.

Section 4. The Village President of the Village of Morton Grove is hereby authorized to execute and the Village Clerk to attest to a contract with Crystal Management and Maintenance Services Corporation, based upon their bid for the "Janitorial Cleaning Services" in the amount of \$46,080.00.

Section 5. The Director of Public Works and/or his designees are authorized to take all steps necessary to implement, supervise, and manage this contract.

Section 6. This Resolution shall be in full force and effect upon its passage and approval.

PASSED THIS 23rd DAY OF MAY 2016

Trustee Grear	_____
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

EXHIBIT "A"

Village of Morton Grove, Cook County, IL
JANITORIAL CLEANING SERVICES
Bid Opening 5/13/2016 10:00

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Engineer's Estimate				Bright Sky Group Services 1001 Fairway Dr. Bensenville, IL 60106				All Cleaners, Inc. 632 Executive Drive Wilmette, IL 60091			
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Janitorial cleaning services at the Police and Village Administrative Offices, Fire Department Administrative Offices, and Public Works	12	MONTH	\$2,200.00	\$26,400.00	\$5,250.00	\$63,000.00	\$3,873.00	\$46,476.00	\$4,600.00	\$55,200.00				
2	Janitorial cleaning services at the American Legion Memorial Civic Center	12	MONTH	\$900.00	\$9,600.00	\$745.00	\$8,940.00	\$932.00	\$11,184.00	\$800.00	\$9,600.00				
3	Public Works Department Water/Sewer Division Offices	12	MONTH	\$100.00	\$1,200.00	\$115.00	\$1,380.00	\$1,082.00	\$12,984.00	\$1,000.00	\$12,000.00				
4	Public Works Department Water/Sewer Division Accessory Rooms	12	MONTH	\$200.00	\$2,400.00	\$230.00	\$2,760.00	\$737.00	\$8,844.00	\$140.00	\$1,680.00				
5	Strip and refinish tile surfaces	25000	SQ. FT.	\$0.10	\$2,500.00	\$12,500.00	\$12,500.00	\$0.20	\$5,000.00	\$0.20	\$5,000.00				
6	Shampoo carpets	25000	SQ. FT.	\$0.10	\$2,500.00	\$5,250.00	\$5,250.00	\$0.18	\$4,500.00	\$0.15	\$3,750.00				
CORRECTED TOTAL PROPOSAL AMOUNT					\$44,600.00		\$93,830.00		\$88,988.00		\$76,430.00				
AS-BID PROPOSAL AMOUNT							\$93,830.00		\$88,988.00		\$76,430.00				

PAY ITEM	PAY ITEM DESCRIPTION	UNIT	QUANTITY	Perfect Cleaning Service 5152 N Northwest Highway Chicago, IL 60631				Crystal Maintenance Services 1699 Wall Street Mount Prospect, IL 60056				Eco Clean Maintenance, Inc. 515 W. Wrightwood Avenue Evanston, IL 60126				Alpha Building Maintenance Services, Inc. 12713 Hadley Road Homert Glen, IL 60491				OPEN America dba open Works 4742 N. 24th Street, Suite 450 Phoenix, AZ 85016			
				UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST	UNIT COST	ITEM COST
1	Janitorial cleaning services at the Police and Village Administrative Offices, Fire Department Administrative Offices, and Public Works	12	MONTH	\$1,400.00	\$16,800.00	\$2,365.00	\$28,380.00	\$2,365.00	\$28,380.00	\$3,840.00	\$46,080.00	\$5,771.50	\$69,258.00	\$3,614.00	\$43,368.00								
2	Janitorial cleaning services at the American Legion Memorial Civic Center	12	MONTH	\$650.00	\$7,800.00	\$850.00	\$10,200.00	\$850.00	\$10,200.00	\$10,800.00	\$12,960.00	\$287.50	\$3,450.00	\$612.00	\$7,344.00								
3	Public Works Department Water/Sewer Division Offices	12	MONTH	\$175.00	\$2,100.00	\$95.00	\$1,140.00	\$95.00	\$1,140.00	\$3,300.00	\$3,960.00	\$143.75	\$1,725.00	\$324.00	\$3,888.00								
4	Public Works Department Water/Sewer Division Accessory Rooms	12	MONTH	\$125.00	\$1,500.00	\$155.00	\$1,860.00	\$155.00	\$1,860.00	\$6,300.00	\$7,560.00	\$143.75	\$1,725.00	\$176.00	\$2,112.00								
5	Strip and refinish tile surfaces	25000	SQ. FT.	\$0.18	\$4,500.00	\$0.10	\$2,500.00	\$0.08	\$2,000.00	\$3,750.00	\$4,500.00	\$0.25	\$6,250.00	\$0.25	\$6,250.00								
6	Shampoo carpets	25000	SQ. FT.	\$0.13	\$3,250.00	\$0.08	\$2,000.00	\$0.15	\$3,750.00	\$3,750.00	\$4,500.00	\$0.12	\$3,000.00	\$0.12	\$3,000.00								
CORRECTED TOTAL PROPOSAL AMOUNT					\$35,950.00		\$46,080.00		\$41,580.00		\$61,740.00		\$87,408.00		\$65,962.00								
AS-BID PROPOSAL AMOUNT							\$35,950.00		\$41,580.00		\$61,740.00		\$87,408.00		\$65,962.00								

Apparent Low Bidder: Perfect Cleaning Service
Apparent Low Bid Amount: \$35,950.00

Legislative Summary

Resolution 16-36

AUTHORIZING THE EXECUTION OF A CONTRACT WITH NEWCASTLE ELECTRIC, INC. FOR THE SOUTH PUMPING STATION GENERATOR REPLACEMENT PROJECT

Purpose:

To authorize the Village President to execute a purchase agreement with Newcastle Electric, Inc. to replace the South Station Generator in order to maintain a reliable backup electrical power supply for the South Pumping Station water distribution pumps supplying water to the east side of Morton Grove.

Background:

On March 21, 2016, the South Pumping Stations generator and drive unit experienced a large flash during startup of the 41-year old standby generator (installed in 1975). It was determined the generator was irreversibly damaged beyond repair, parts are no longer available and the generator had exceeded its useful life. The immediate replacement of the South Station generator is a critical priority. The Public Works Department advertised for bid to replace the South Station Generator. 3 bids were received. The low bidder, New Castle Electric Inc., 1505 Industrial Drive, Itasca, IL 60143 of \$122,000 was \$50,000 lower than the next bid. New Castle Electric Inc.'s qualifications and availability were verified; and the Public Works Director and Village Administrator recommend this bid be accepted and this resolution be approved.

**Programs, Departments
or Groups Affected**

Public Works, Fire Department,

Fiscal Impact:

\$122,000

Source of Funds:

Funding for this emergency generator replacement project will come from the Water Enterprise, Fund Balance, and be paid for in Account Number 405033-572020.

Workload Impact:


The Public Works Department, Water Division, as part of their normal work activities, performs the management and implementation of this project.

**Administrator
Recommendation:**

Approval as presented.

**Special Considerations or
Requirements:**

None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Andy De Monte, Director of Public Works

Prepared by: _____
Joseph J. Dahm, Assistant Director of Public Works

Reviewed by: 
Teresa Hoffman-Lipton, Corporation Counsel

RESOLUTION 16-36

AUTHORIZING THE EXECUTION OF A CONTRACT WITH NEWCASTLE ELECTRIC, INC. FOR THE SOUTH PUMPING STATION GENERATOR REPLACEMENT PROJECT

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 South Pumping Station located at 6702 Oakton Street utilizes a standby backup generator to provide electrical power in the event of a power outage; and

WHEREAS, during loss of electrical service this generator provides the electric power to run the water distribution pumps supplying water to the east side of Morton Grove; and

WHEREAS, during regular weekly test startup on March 21, 2016, the South Pumping Station generator and drive unit experienced irreversible and non-repairable damage to the generator stator and various wiring; and

WHEREAS, the 41 year old standby generator (installed in 1975) has exceeded its useful life and replacement parts are no longer available; and

WHEREAS, immediate replacement of the South Station generator is a critical priority; and

WHEREAS, the Public Works Department advertised on the Village website beginning on April 21, 2016, inviting bids for the South Station Generator Replacement Project; and

WHEREAS, 16 bid packages were purchased or downloaded; and

WHEREAS, three bids were received, publicly opened and read at the Public Works Facility at 10:00 a.m. on Tuesday, May 10, 2016, with the bid results as shown in Exhibit "A" as follows:

<u>Contractor</u>	<u>Total</u>
Geary Electric, Inc	\$187,422
Lyons-Pinner Electric	\$177,700
New Castle Electric, Inc	\$122,000

WHEREAS, the low bidder is New Castle Electric Inc. located at 1505 Industrial Drive, Itasca, IL 60143; and

WHEREAS, the qualifications and availability of the low bidder have been verified; and

WHEREAS, funding for this emergency generator replacement project will come from the Water Enterprise Fund Balance and be paid from Account Number 405033-572020.

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

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

SECTION 2. The Corporate Authorities accept the bid of New Castle, Inc. located at 1505 Industrial Drive, Itasca, IL 60143 in the amount of \$122,000 for the South Station Generator Replacement Project.

SECTION 3. The Village President of the Village of Morton Grove is hereby authorized to execute and the Village Clerk to attest to a contract with New Castle, Inc. for the South Station Generator Replacement Project in the amount of \$122,000

SECTION 4. The Village Administrator and Director of Public Works and their designees are hereby authorized to take all steps necessary to oversee, implement this contract.

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

PASSED this 23rd DAY OF MAY 2016

Trustee Grear	_____
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 Clerk
Village of Morton Grove
Cook County, Illinois

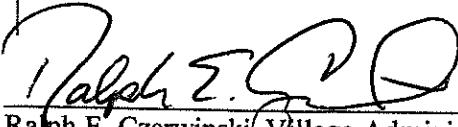
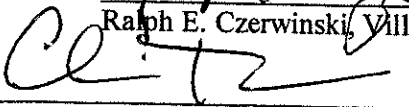

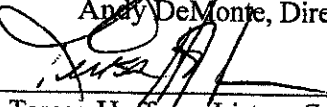
Bid Opening: May 10 2016, 10:00 a.m.

Apparent Low Bidder: New Castle Electric
Apparent Low Bid Amount: \$122,000.00

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
Prepared by:	 Chris Tomich, Village Engineer
	Reviewed by:  Andy DeMonte, Director of Public Works
	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 Grear	_____
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

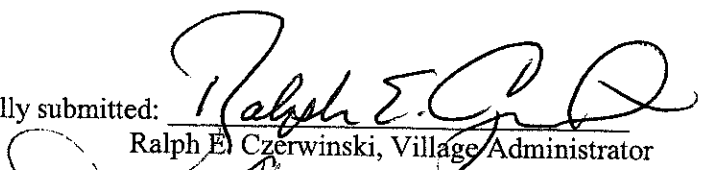
Legislative Summary

Resolution 16-38

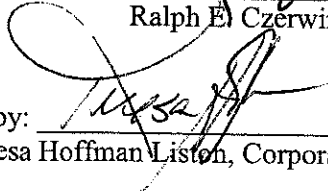
AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND ZABINSKI CONSULTING SERVICES, INC. FOR BOOKKEEPING AND ACCOUNTING SERVICES

Introduced:	May 23, 2016
Purpose:	To utilize a third party independent contractor for accounting and bookkeeping services.
Background:	For the past several months, the Village has used Zabinski Consulting Services, Inc. for accounting and bookkeeping services. Using an independent contractor on an as needed basis for certain bookkeeping services has been both efficient and cost effective. The Village Administrator and Finance Director have recommended the Village continue to use Zabinski Consulting Services through the end of 2016. The Village Administrator has negotiated an agreement with Zabinski Consulting Services, Inc. for such services for a price not to exceed \$25,000. This resolution will authorize and approve that agreement.
Programs, Departments or Groups Affected	Administration and Finance Department
Fiscal Impact:	Up to \$25,000
Source of Funds:	Funding for these services will be paid from the General Fund - Account Number 022012-552110.
Workload Impact:	The Finance Department will oversee the work performed as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	N/A
Special Considerations or Requirements:	None

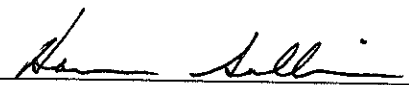
Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

Prepared by:


Teresa Hoffman-Liston, Corporation Counsel

Reviewed by:


Hanna Sullivan, Finance Director/Treasurer

RESOLUTION 16-38

AUTHORIZING AN AGREEMENT BETWEEN THE VILLAGE OF MORTON GROVE AND ZABINSKI CONSULTING SERVICES, INC. FOR BOOKKEEPING AND ACCOUNTING 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 Village has determined that utilizing a third party independent contractor for accounting and bookkeeping services is both efficient and cost effective; and

WHEREAS, the Village of Morton Grove has engaged Zabinski Consulting Services, Inc. to perform bookkeeping, accounting and advisory services for the Village during the past 10 months. These services have been satisfactory to the Village, and the Village Administrator recommends that the Village retain Zabinski Consulting Services through the end of 2016; and

WHEREAS, the Village Administrator has negotiated and recommends the Corporate Authorities approve an agreement with Zabinski Consulting Services, Inc. to provide such services for a price not to exceed \$25,000. A copy of the agreement is attached hereto as Exhibit "A"; and

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

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

SECTION 2: The Village Administrator is hereby authorized to sign and the Village Clerk is authorized to attest to a Consulting Services Contract with Zabinski Consulting Services, Inc. in substantial conformity with Exhibit "A".

SECTION 3: The Village Administrator, Director of Finance/Treasurer and their designees are hereby authorized to take all steps necessary to implement and manage this Consulting Services Contract.

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

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

VILLAGE OF MORTON GROVE PROFESSIONAL SERVICES AGREEMENT FOR ACCOUNTING AND FINANCIAL ADVISORY SERVICES

THIS AGREEMENT is dated as of the 23rd day of May, 2016 ("Agreement") and is by, between and among the VILLAGE OF MORTON GROVE, an Illinois municipal corporation ("VILLAGE") and ZABINSKI CONSULTING SERVICES, INC. ("CONSULTANT")

IN CONSIDERATION OF the recitals and the mutual covenants and agreements set forth in the Agreement, and pursuant to the VILLAGE'S statutory and home rule powers, the parties agree as follows:

SECTION 1. ENGAGEMENT

A. Engagement of CONSULTANT. The VILLAGE desires to engage the CONSULTANT provide all necessary professional consulting services and to perform the work in connection with the project identified.

Zabinski Consulting Services, Inc. ("CONSULTANT")
P.O. Box 472
Itasca, IL 60143
Telephone: (630-939-7668)
Email: kzabinski@zcsinc.net

SECTION 2. SCOPE OF SERVICES

- A. Project Description. CONSULTANT will provide accounting and advisory services as requested by the Village from time-to-time. The CONSULTANT represents that it is financially solvent, has the necessary financial resources, and is sufficiently experienced and competent to perform and complete the professional consulting services, set forth in Exhibit A in a manner consistent with the standards of professional practice by recognized consulting firms providing services of a similar nature.
- B. Commencement; Time of Performance. The CONSULTANT's provision of Services shall commence on May 23 (the "Commencement Date").
- C. Term. The Time of Performance of this Agreement, unless terminated pursuant to the terms of this Agreement, shall expire on December 31, 2016. A determination of completion shall not constitute a waiver of any rights or claims the VILLAGE may have or thereafter acquire with respect to any breach hereof by the CONSULTANT or any right of indemnification of the VILLAGE by the CONSULTANT.
- D. Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the CONSULTANT by the Village Finance Director, currently Hanna Sullivan. CONSULTANT shall regularly report to and will coordinate all work through the Finance Director or her designee.

SECTION 3. COMPENSATION AND METHOD OF PAYMENT

- A. Agreement Amount. The total amount billed by the CONSULTANT for the Services under this Agreement shall not exceed Twenty Five Thousand dollars (\$25,000.00) including reimbursable expenses.
- B. Invoices and Payment. The CONSULTANT shall submit invoices to the VILLAGE in an approved format for those portions of the Services performed and completed by the CONSULTANT. The Village shall pay to the CONSULTANT the amount billed to it within 30 days after its receipt and approval of such an invoice.
- C. Records. The CONSULTANT shall maintain records showing actual time devoted and costs incurred, and shall permit the authorized representative of the VILLAGE to inspect and audit all data and records of the CONSULTANT for work done under the Agreement. The records shall be made available to the VILLAGE at reasonable times during the Agreement period, and for three years after the termination of the Agreement.
- D. Claim In Addition To Agreement Amount. If the CONSULTANT wishes to make a claim for additional compensation as a result of action taken by the VILLAGE, the CONSULTANT shall provide written notice to the VILLAGE of such claim within 7 days after occurrence of such action, and no claim for additional compensation shall be valid unless made in accordance with this Subsection. Any changes in the Agreement amount shall be valid only upon written amendment pursuant to subsection 8A of this Agreement. Regardless of the decision of the VILLAGE relative to a claim submitted by the CONSULTANT, the CONSULTANT shall proceed with all of the Services required to complete the Services under this Agreement as determined by the VILLAGE without interruption.
- E. Taxes, Benefits and Royalties. The Agreement Amount includes all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use on, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by CONSULTANT.

SECTION 4. PERSONNEL; SUBCONTRACTORS

- A. Key Project Personnel. The Key Project Personnel identified in Exhibit A shall be primarily responsible for carrying out the Services on behalf of the CONSULTANT. The Key Project Personnel shall not be changed without the VILLAGE's prior written approval.
- B. Availability of Personnel. The CONSULTANT shall provide all personnel necessary to complete the Services including, without limitation, any Key Project Personnel identified in this Agreement. The CONSULTANT shall notify the Village as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Key Project Personnel. The CONSULTANT shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the Time of Performance as a result of any such termination, reassigning, or

resignation.

- C. Approval and Use of Subcontractors. The CONSULTANT shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the VILLAGE in writing. All subcontractors and subcontracts used by the CONSULTANT shall be acceptable to, and approved in advance by, the VILLAGE. The VILLAGE's approval of any subcontractor or subcontract shall not relieve the CONSULTANT of full responsibility and liability for the provision, performance, and completion of the Services as required by the Agreement. All Services performed under any subcontract shall be subject to all of the provisions of this Agreement in the same manner as if performed by employees of the CONSULTANT. For purposes of this Agreement, the term "CONSULTANT" shall be deemed also to refer to all subcontractors of the CONSULTANT, and every subcontract shall include a provision binding the subcontractor to all provisions of this Agreement.
- D. Removal of Personnel and Subcontractors. If any personnel or subcontractor fails to perform the Services in a manner satisfactory to the VILLAGE, the CONSULTANT shall immediately upon notice from the VILLAGE remove and replace such personnel or subcontractor. The CONSULTANT shall have no claim for damages, for compensation in excess of the amount contained in this Agreement or for a delay or extension of the Time of Performance as a result of any such removal or replacement.

SECTION 5. CONFIDENTIAL INFORMATION

- A. Confidential Information. The term "Confidential Information" shall mean information in the possession or under the control of the VILLAGE relating to the technical, business or corporate affairs of the VILLAGE; property of the VILLAGE; user information, including, without limitation, any information pertaining to usage of the VILLAGE's computer systems, including and without limitation, any information obtained from server logs or other records of electronic or machine readable form; and the existence of, and terms and conditions of, this Agreement. Village Confidential Information shall not include information that can be demonstrated: (i) to have been rightfully in the possession of the CONSULTANT from a source other than the Village prior to the time of disclosure of said information to the CONSULTANT under his Agreement ("Time of Disclosure"); (ii) to have been in the public domain prior to the Time of Disclosure; (iii) to have become part of the public domain after the Time of Disclosure by a publication or by any other means except an unauthorized act or omission or breach of this Agreement on the part of the CONSULTANT or the VILLAGE; or (iv) to have been supplied to the CONSULTANT after the Time of Disclosure without restriction by a third party who is under no obligation to the VILLAGE to maintain such information in confidence.
- B. No Disclosure of Confidential Information by the CONSULTANT. The CONSULTANT acknowledges that it shall, in performing the Services for the VILLAGE under this Agreement, have access to or be directly or indirectly exposed to Confidential Information. The CONSULTANT shall hold confidential all Confidential Information and shall not disclose or use such Confidential Information without express prior written consent of the VILLAGE. The CONSULTANT shall use reasonable measures at least as strict as those the CONSULTANT uses to protect its own confidential information. Such measures shall include, without limitation, requiring employees and subcontractors of the CONSULTANT to execute a non-disclosure agreement before obtaining access to Confidential Information.

SECTION 6. WARRANTY; INDEMNIFICATION; INSURANCE

- A. Warranty of Services. The CONSULTANT warrants that the Services shall be performed in accordance with the highest standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the Time of Performance. The warranty expressed shall be in addition to any other warranties expressed in this Agreement, or expressed or implied by law, which are hereby reserved unto the VILLAGE.
- B. Indemnification. The CONSULTANT shall, without regard to the availability or unavailability of any insurance, either of the VILLAGE or the CONSULTANT, indemnify, save harmless, and defend the VILLAGE, and its respective officials, employees, agents, 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, the CONSULTANT'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 the CONSULTANT, except to the extent caused by the sole negligence of the VILLAGE.
- C. Insurance. Contemporaneous with the CONSULTANT's execution of this Agreement, the CONSULTANT shall provide certificates and policies of insurance, all with coverages and limits acceptable to the VILLAGE, and evidencing at least the minimum insurance coverages and limits as set forth in Exhibit B to this Agreement. For good cause shown, the Village Administrator of Morton Grove may extend the time for submission of the required policies of insurance upon such terms, and with such assurances of complete and prompt performance, as the Village Administrator may impose in the exercise of his sole discretion. Such certificates and policies shall be in a form acceptable to the VILLAGE and from companies with a general rating of A-, and a financial size category of Class X or better, in Best's Insurance Guide. Such 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 the VILLAGE. The CONSULTANT shall, at all times during the term of this Agreement, maintain and keep in force, at the CONSULTANT's expense, the insurance coverages provided above, including, without limitation, at all times while correcting any failure to meet the warranty requirements of Subsection 6A, Warranty of Services, of this Agreement.
- D. No Personal Liability. No elected or appointed official, or employee of the VILLAGE shall be personally liable, in law or in contract, to the CONSULTANT as the result of the execution of this Agreement.

SECTION 7. CONSULTANT AGREEMENT GENERAL PROVISIONS

- A. Relationship of the Parties. The CONSULTANT shall act as an independent contractor in providing and performing the Services. Nothing in, nor done pursuant to, this Agreement shall be construed to create the relationship of principal and agent, employer and employee, partners, or joint ventures between the VILLAGE and CONSULTANT; or to create any relationship between the VILLAGE and any subcontractor of the CONSULTANT.

- B. Conflict of Interest. The CONSULTANT represents and certifies that, to the best of its knowledge, (1) no employee or agent of the VILLAGE is interested in the business of the CONSULTANT or this Agreement; (2) as of the date of this Agreement neither the CONSULTANT nor any person employed or associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement; and (3) neither the CONSULTANT nor any person employed by or associated with the CONSULTANT shall at any time during the term of this Agreement obtain or acquire any interest that would conflict in any manner or degree with the performance of the obligations under this Agreement.
- C. No Collusion. The CONSULTANT represents and certifies that the CONSULTANT is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the CONSULTANT is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 1-42.1-1 et seq. of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 et seq.; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 et seq. The CONSULTANT represents that the only persons, firms, or corporations interested in this Agreement as principals are those disclosed to the VILLAGE prior to the execution of this Agreement, and that this Agreement is made without collusion with any other person, firm, or corporation. If at any time it shall be found that the CONSULTANT has, in procuring this Agreement, colluded with any other person, firm, or corporation, then the CONSULTANT shall be liable to the VILLAGE for all loss or damage that the VILLAGE may suffer, and this Agreement shall, at the VILLAGE's option, be null and void.
- D. Sexual Harassment Policy. The CONSULTANT certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).
- E. Patriot Act Compliance. The CONSULTANT represents and warrants to the VILLAGE that neither it nor any of its principals, shareholders, members, partners, or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The CONSULTANT further represents and warrants to the VILLAGE that the CONSULTANT and its principals, shareholders, members, partners, or affiliates, as applicable, are not, directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as a Specially Designated National and Blocked Person. The CONSULTANT hereby agrees to defend, indemnify and hold harmless the VILLAGE, its respective corporate authorities, and elected or appointed officials, officers, employees, agents, representatives, engineers, and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the representations and warranties in this subsection.
- F. Termination. Notwithstanding any other provision hereof, the VILLAGE may terminate this Agreement at any time upon 15 days prior written notice to the CONSULTANT. In the event that this Agreement is so terminated, the CONSULTANT shall be paid for Services actually performed and reimbursable expenses actually incurred, if any, prior to termination, not exceeding the value of the Services completed as determined as provided

in this agreement.

- G. Compliance with Laws and Grants. CONSULTANT shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq., and the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. CONSULTANT shall also comply with all conditions of any federal, state, or local grant received by Owner or CONSULTANT with respect to this Contract or the Services. CONSULTANT shall be solely liable for any fines or civil penalties that are imposed by any governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with CONSULTANT's, or its subcontractors', performance of, or failure to perform, the Services or any part thereof. Every provision of law required by law to be inserted into this Contract shall be deemed to be inserted herein.
- H. Default. If it should appear at any time that the CONSULTANT has failed or refused to prosecute, or has delayed in the prosecution of, the Services with diligence at a rate that assures completion of the Services in full compliance with the requirements of this Agreement, or has otherwise failed, refused, or delayed to perform or satisfy the Services or any other requirement of this Agreement ("Event of Default"), and fails to cure any such Event of Default within ten business days after the CONSULTANT's receipt of written notice of such Event of Default from the VILLAGE, then the VILLAGE shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
1. Cure by CONSULTANT. The VILLAGE may require the CONSULTANT, within a reasonable time, to complete or correct all or any part of the Services that are the subject of the Event of Default; and to take any or all other action necessary to bring the CONSULTANT and the Services into compliance with this Agreement.
 2. Termination of Agreement by VILLAGE. The VILLAGE may terminate this Agreement without liability for further payment of amounts due or to become due under this Agreement.
 3. Withholding of Payment by VILLAGE. The VILLAGE may withhold from any payment, whether or not previously approved, or may recover from the CONSULTANT, any and all costs, including attorneys' fees and administrative expenses, incurred by the VILLAGE as the result of any Event of Default by the CONSULTANT or as a result of actions taken by the VILLAGE in response to any Event of Default by the CONSULTANT.
- I. No Additional Obligation. The Parties acknowledge and agree that the VILLAGE is under no obligation under this Agreement or otherwise to negotiate or enter into any other or additional contracts or agreements with the CONSULTANT, or with any vendor solicited or recommended by the CONSULTANT.
- J. VILLAGE Authority. Notwithstanding any provision of this Agreement, any negotiations or agreements with, or representations by the CONSULTANT to vendors shall be subject to

the approval of the VILLAGE. The VILLAGE shall not be liable to any vendor or other third party for any agreements made by the CONSULTANT, purportedly on behalf of the VILLAGE, without the knowledge and approval of the VILLAGE.

- K. Mutual Cooperation. The VILLAGE agrees to cooperate with the CONSULTANT in the performance of the Services, including meeting with the CONSULTANT and providing the CONSULTANT with such non-confidential information that the VILLAGE may have that may be relevant and helpful to the CONSULTANT's performance of the Services. The CONSULTANT agrees to cooperate with the VILLAGE in the performance of the Services to complete the Work and with any other CONSULTANTS engaged by the VILLAGE.
- L. News Releases. The CONSULTANT shall not issue any news releases or other public statements regarding the Services without prior approval from the Village Administrator.
- M. Ownership. Designs, drawings, plans, specifications, photos, reports, information, observations, calculations, notes, and any other documents, data, or information, in any form, prepared, collected, or received by the CONSULTANT in connection with any or all of the Services to be performed under this Agreement ("Documents") shall be and remain the exclusive property of the VILLAGE. At the VILLAGE's request, or upon termination of this Agreement, the CONSULTANT shall cause the Documents to be promptly delivered to the VILLAGE.
- N. GIS Data. The VILLAGE has developed digital map information through Geographic Information Systems Technology ("GIS Data") concerning the real property located within the Village. If necessary to the performance of the services and if requested to do so by the CONSULTANT, the Village agrees to supply the CONSULTANT with a digital copy of the GIS Data, subject to the following conditions:
1. Limited Access to GIS Data. The GIS Data provided by a Village shall be limited to the scope of the Work that the CONSULTANT is to provide for that Village;
 2. Purpose of GIS Data. The CONSULTANT shall limit its use of the GIS Data to its intended purpose of furtherance of the Work; and
 3. Agreement with Respect to GIS Data. The CONSULTANT does hereby acknowledge and agree that:
 - a. Trade Secrets of the VILLAGE. The GIS Data constitutes proprietary materials and trade secrets of that Village and, shall remain the property of that Village;
 - b. Consent of VILLAGE Required. The CONSULTANT will not provide or make available the GIS Data in any form to anyone without the prior written consent of the Village Administrator of Morton Grove, as applicable;
 - c. Supply to VILLAGE. At the request of a Village, the CONSULTANT shall supply that Village with any and all information that may have been developed by the CONSULTANT based on the GIS Data;
 - d. No Guarantee of Accuracy. The VILLAGE make no guarantee as to the accuracy, completeness, or suitability of the GIS Data in regard to the CONSULTANT's intended use thereof; and
 - e. Discontinuation of Use. At such time as the Services have been completed to the satisfaction of the VILLAGE, the CONSULTANT shall cease its use of the GIS Data for any purpose whatsoever; and, upon request, an authorized representative of the applicable Village shall be afforded sufficient access to the CONSULTANT's premises and data processing equipment to verify that all use of the GIS Data has been discontinued.

SECTION 8. GENERAL PROVISIONS

- A. Amendment. No amendment or modification to this Agreement shall be effective unless and until such amendment or modification is in writing, properly approved in accordance with applicable procedures, and executed.
- B. Assignment. This Agreement may not be assigned by the VILLAGE or by the CONSULTANT without the prior written consent of the other party.
- C. Binding Effect. The terms of this Agreement shall bind and inure to the benefit of the Parties hereto and their agents, successors, and assigns.
- D. 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, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, (iv) by facsimile, or (v) by electronic internet mail ("e-mail"). Facsimile notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii), or (iii) above within three business days thereafter at the appropriate address set forth below. E-mail notices shall be deemed valid and received by the addressee thereof when delivered by e-mail and (a) opened by the recipient on a business day at the address set forth below, and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in this Agreement, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. mail, as evidenced by a return receipt. By notice complying with the requirements of this Subsection, each Party shall have the right to change the address or the addressee, or both, for all future notices and communications to such party, but no notice of a change of addressee or address shall be effective until actually received. Notices and communications to the Village shall be addressed to, and delivered at, the following address:

Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053
Attention: Ralph E. Czerwinski, Village Administrator
Telephone: (847-663-3001)
E-mail: rczerwinski@mortongroveil.org

Notices and communications to the CONSULTANT shall be addressed to, and delivered at the following address:

Zabinski Consulting Services, Inc.
P.O. Box 472
Itasca, IL 60143
Attention: Calene Zabinski, President
Telephone: (630-939-7668)
Email: kzabinski@zcsinc.net

- E. Third Party Beneficiary. No claim as a third party beneficiary under this Agreement by any person, firm, or corporation other than the CONSULTANT shall be made or be valid

against the VILLAGE.

- F. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- G. Time. Time is of the essence in the performance of this Agreement.
- H. Governing Laws. This Agreement shall be interpreted according to the laws of the State of Illinois.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous or contemporaneous oral or written agreements and negotiations between either of the VILLAGE and the CONSULTANT with respect to the Proposal and the Services.
- J. Waiver. No waiver of any provision of this Agreement shall be deemed to or constitute a waiver of any other provision of this Agreement (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Agreement.
- K. Exhibit. Exhibits A and B are attached hereto, and by this reference incorporated in and made a part of this Agreement. In the event of a conflict between the Exhibit and the text of this Agreement, the text of this Agreement shall control.
- L. Rights Cumulative. Unless expressly provided to the contrary in this Agreement, each and every one of the rights, remedies, and benefits provided by this Agreement shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.
- M. Counterpart Execution. This Agreement may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

VILLAGE OF MORTON GROVE

By: Ralph E. Czerwinski, Village Administrator

ZABINSKI CONSULTING SERVICES, INC.

By: Calene Zabinski, President

EXHIBIT "A"

Village of Morton Grove, Illinois

Proposal of Municipal Advisory Services

May 1, 2015



Transmittal Letter

May 1, 2015

Village of Morton Grove
6101 Capulina Avenue
Morton Grove, Illinois 60053

Dear Mayor and Board of Trustees:

Zabinski Consulting Service Inc. (ZCS) is pleased to offer you a contract to provide Municipal Consulting Services to the Village of Morton Grove

Enclosed are details about our practice, our people and our reputation for quality service to governments, as well as an outline of our approach to our service for The Village. ZCS is a firm specializing primarily in the governmental sector. It is this specialty that will provide to you assistance in your accounting needs and municipal consulting because we are familiar with the issues that face municipalities today. Kelly Zabinski, the owner, has over 20 years' experience with governmental agencies, which will benefit The Village. We strive to exceed your expectations.

Our proposal includes Municipal Consulting Services for the Village of Morton Grove including various projects in relation to budget, audit and day to day operations based on an agreement with the Mayor and board. Sample projects are outlined below.

"To provide exemplary service placing the client's needs first within the standards and laws governing us". This is the mission statement of our firm. As a firm, we are passionate about providing consulting services to our clients adhering to all professional and legal standards with the highest regards for respect for the client and their policies and procedures. ZCS staff is hired with the expectation to maintain the highest performance standards and to continually grow in their service to their clients. Staying current on the issues facing governments is a necessity for us at ZCS. In order to provide the best advice to our clients, we believe in continuing education and getting involved by serving on various committees of different professional organizations. The experience of our staff as well as our professional network allows us to provide sound advisory services with the client's needs in mind.

ZCS's client approach is one of a mutual respect for each other. It is our mission to be your financial partner of choice, providing personalized service tailored to your specific needs and concerns. We will work together to plan the engagement and complete it in a mutually agreed upon time. The engagement expectations are identified and planned prior to beginning work in order to minimize delays or errors in the completion of the goals.

We are very excited about the opportunity to serve the Village and are committed to providing you quality service. We believe our staff to be quality people and have the necessary talent to exceed your expectations.

Ms. Zabinski has the authority to represent the Firm, empowered to submit the proposal and authorized to sign a contract with the Village. If you have any questions regarding this proposal or need to discuss this further, please contact me. I look forward to your reply.

Respectfully,

Calene M. Zabinski, Owner
Zabinski Consulting Services, Inc.



FIRM PROFILE

Professional Personnel

Our office is located in Itasca, Illinois and maintains 1 Owner, 2 full time professionals and 1 part-time professional.

Firm Structure and Philosophy

ZCS is a full service public accounting firm that has been in operation since 2006. We provide accounting, auditing and financial consulting to municipal entities, quasi-governmental organizations and not-for-profits in the Chicagoland area. Our organization operates on the team approach. Our staff works together to support each other as issues and needs arise.

To create the most successful experience, The Village and ZCS staff must work as a team. Communication is key to providing a timely response to the needs of the client. Our firm will get a complete understanding of the client's activities. With this intimate detail, we are able to provide more timely and accurate assistance to you. Our vast experience of our team, provide to the Village advice in a timely manner and we are able to anticipate the needs or issues that might arise in our clients.

The success of our engagement results from the dedication to the service from our key personnel. Following are resumes of our key personnel that would be working on your engagement:

Calene "Kelly" Zabinski, CPA, MBA

Kelly Zabinski, Owner, *Zabinski Consulting Services, Inc.* has a long-standing reputation for exceptional service in the government industry. Prior to starting her own firm in 2006, she has served as a municipal auditor for almost 15 years with Crowe Chizek & Co., LLP, William F. Gurrie & Associates, and most recently, Virchow Krause & Co., LLP, and has also served as the Assistant Finance Director for the Village of Woodridge. Ms. Zabinski has conducted over 200 governmental audits, assisted dozens of government agencies as a financial consultant, and is noted public speaker and trainer.

Ms. Zabinski holds an MBA in Finance from DePaul University in Chicago and is a licensed CPA in the state of Illinois. She is an Illinois CPA Society member, serving on the Executive Governmental Committee; an Illinois Government Finance Officers Association member, serving on both the Technical Accounting Review Committee and as a Board Member on the Associates Forum; and is a GFOA Certificate Report Reviewer.

Ms. Zabinski also services as the treasurer for four different communities – Golf, Stone Park, Summit and Justice. In this capacity, she stays hands on with the operations of each organization and stays current on the various issues facing municipalities particularly in the ever changing state government. Ms. Zabinski also has relationships with several vendors in the Chicagoland area in relations to payroll and audit services. Based on conversations with staff, it is our understanding the Village utilizes Paylocity for payroll processing. ZCS staff is proficient this software as well as utilizing the software for processing, reporting and Affordable Care Act reporting.



Customer Services

Our customer service approach is a team approach. We work to make sure all items are thought of in advance to minimize emergency situations. However, we realize unexpected needs come up. When these situations occur, we evaluate the situation and make sure that the appropriate staff member is available to resolve the issue as they come up. In addition, our staff works in a virtual office environment. As such, our contact information is tied to our cellular phones including email communications and we are reachable directly on all work days.

Competitive Advantage

Our relationships with our clients are what make us different. Our firm approach is one of mutual respect looking at what is the most cost effective method of servicing you. Our team approach allows our clients to have all levels of knowledge to assist with their engagement. We serve as more than just a "bookkeeper". We can assist you in all facets of your organization – should you choose. We provide you with no pressure guidance on improving your operations.

Engagement Expectations and Fee Structure

Based on the discussion with you, below is a sample of the type of projects that would be consistent with this engagement. The following in relation to the Accounting and financial advisory proposal:

- Evaluate financial operations to evaluate accounting and month end reporting
- Record all necessary adjustments to complete monthly bank reconciliations.
- Complete monthly accounting financial reports for the Village President and Board of Trustees. It is our understanding the last month financial completed was June 2015.
- Document all month end procedures creating necessary checklists and documentation of calculations utilized for month end close
- Complete projects at the direction of the Village Administrator/Finance Director

It is the expectation that it will take 3-4 days to gain an understanding of the Village operations, the detail of the fund structure of the Village, and obtaining the understanding of the necessary transactions necessary to close out accounting records to complete month end reporting for management and the board. Once that is completed, we will work to complete the monthly accounting for all months necessary. The total time commitment is dependent on the status of the records and the assistance obtained from Village personnel. These Services will be billed monthly at an hourly rate of \$65 per hour. A detailed bill will be provided for your review each month.

Approval:

The foregoing is approved by the Board of Trustees of the Village of Morton Grove. You are hereby authorized to proceed with the services described.

Village of Morton Grove

By: _____
Title _____
Date: _____



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 CONSULTANT 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 CONSULTANT against all sums that CONSULTANT 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. VILLAGE as Additional Insured. The VILLAGE shall be named as an Additional Insured on all policies except for: Worker's Compensation and Professional Liability. Each such additional Insured endorsement shall identify the VILLAGE as follows: Village of Morton Grove, including its Board members and elected and appointed officials, its officers, employees, agents, attorneys, CONSULTANTS, and representatives

Legislative Summary

Resolution 16-37

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN SIGECOM, LLC AND THE VILLAGE OF MORTON GROVE FOR USE OF THE VILLAGE RIGHT-OF-WAYS

Synopsis:

To authorize the Village Administrator to execute a 10 year license agreement with Sigecom LLC, dba WOW! for the installation of fiber optic cable within the Village's right-of ways.

Background:

At the request of Sigecom, LLC doing business as WOW! Internet, Cable and Phone, an Indiana Limited Liability Company ("Licensee"), the Village Administrator has negotiated a license agreement for the installation and maintenance of fiber optic telecommunications cables on existing utility poles and/or within underground conduit located within the Village right-of-ways. Currently, the Licensee is not delivering cable service to residents of the Village. Under the terms of the agreement, the Licensee shall donate, route and install twelve (12) fiber strands to the Village to provide a connection between the Village Hall the Village Fire Stations and the North Pump Station, and pay the Village the sum of \$6,500 as compensation for the Village's expenses related to this agreement. ("Village System").

**Programs, Departments
or Groups Affected**

Administration and Public Works

Fiscal Impact:

The fiber strand donation is expected to save the Village more than \$110,000 over the next ten years.

Source of Funds:

N/A

Workload Impact:

Any work required will be done as part of a normal workload through the Public Works Department.

**Administrator
Recommendation:**

Approval as presented.

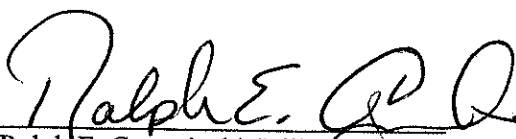
First Reading:

Not required

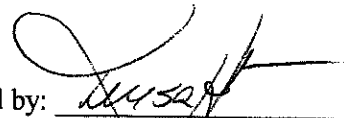
**Special Considerations or
Requirements:**

None


Respectfully submitted:


Ralph E. Czerwinski, Village Administrator

Reviewed by:


Teresa Hoffman Liston, Corporation Counsel

Prepared by:


Andy De Monte, Director of Public Works

RESOLUTION 16-37

AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN SIGECOM, LLC AND THE VILLAGE OF MORTON GROVE FOR USE OF THE VILLAGE RIGHT-OF-WAYS

WHEREAS, the Village of Morton Grove (Village), located in Cook County, Illinois, is a home rule government under the provision 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 the exclusive owner of certain public right-of-ways, and has approved official standards for construction of facilities on those public right-of-ways; and

WHEREAS, by Sigecom, LLC doing business as WOW! Internet, Cable and Phone, an Indiana Limited Liability Company ("Licensee"), holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, Licensee desires to utilize portions of the public right-of-ways within the boundaries of the Village (the "ROWs") for the limited purpose of installation and maintenance of fiber optic telecommunications cables, which will be installed on existing utility poles and/or within underground conduit located within the ROWs; and

WHEREAS, Licensee is not delivering cable service to residents of the Village, and instead is providing fiber optic telecommunications services for the benefit of potential business customers; and

WHEREAS, the Village Administrator has negotiated a license agreement (the "Agreement") between the Village of Morton Grove ("Village") and to utilize portions of the public right-of-ways within the Village boundaries solely for the purpose of installing and operating fiber optic telecommunications cables, as set forth in the form of the Agreement which is attached hereto as Exhibit "A"; and

WHEREAS, under the terms of the agreement, the Licensee shall donate, route, and install twelve (12) fiber strands to the Village to provide a connection between the Village Hall (6101 Capulina Avenue, Morton Grove, IL), the Village Fire Station #4 (6250 Lincoln Avenue, Morton Grove, IL), the Village Fire Station #5 (8954 Shermer Road, Morton Grove, IL), and the Village North Pump Station (8820 National, Morton Grove, IL). The donated fiber strands shall

be part of a Village fiber optic network ("Village System"). The fiber strand donation is expected to save the Village more than \$110,000 over the next ten years. In addition, the Licensee shall pay the Village the sum of six thousand five hundred dollars (\$6,500) as compensation for the Village's expenses associated with the preparation, and administration of the agreement;

WHEREAS, the term of the agreement is for ten (10) years with two (2) successive ten (10) year terms by mutual agreement of the parties; and

WHEREAS, the Village President and Board of Trustees deems it to be in the best interest of the Village to enter into this Agreement which will in part provide for the improvement of public telecommunications within the Village.

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

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

SECTION 2: The Village President and Village Clerk are authorized and directed to execute the attached Agreement (Exhibit "A") on behalf of the Village of Morton Grove.

SECTION 3: The Village Administrator and/or his designee and the Village Clerk are hereby authorized and directed on behalf of the Village to attest and deliver the Agreement in substantial conformity to the document attached hereto as Exhibit "A".

SECTION 4: The Village Administrator and/or his designee are hereby authorized to take all steps necessary to implement such Agreement as may be required to give full force and effect to this Resolution.

SECTION 5: This Resolution shall be deemed an exercise of the home rule authority of the Village of Morton Grove and is intended to the fullest extent allowed by the Constitution of the State of Illinois and shall be construed to supersede any contrary or conflicting state, county, or local statute ordinance, law, rule or regulation.

SECTION 6: This resolution shall be in full force and effect upon its passage and approval.

PASSED this 23rd day of May 2016.

Trustee Grear _____

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

APPROVED and FILED in my office
this 24th day of May 2016.

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

**LICENSE AGREEMENT
FOR THE USE OF VILLAGE RIGHT-OF-WAYS
BETWEEN SIGECOM, LLC
AND THE VILLAGE OF MORTON GROVE**

This License Agreement ("Agreement") is entered into on the ____ day of May 2016 ("Effective Date"), by and between the Village of Morton Grove, an Illinois Municipal Corporation (hereinafter referred to as the "Village") and Sigecom, LLC d/b/a WOW! Internet, Cable and Phone, an Indiana limited liability company (hereinafter referred to as the "Licensee").

WHEREAS, the Village is the exclusive owner of certain public right-of-ways, and has approved official standards for construction of facilities on those public right-of-ways; and

WHEREAS, the Licensee holds a certificate of authority with the Illinois Commerce Commission; and

WHEREAS, Licensee desires to utilize portions of the public right-of-ways within the boundaries of the Village (the "ROWs") for the limited purpose of installation and maintenance of fiber optic telecommunications cables, which will be installed on existing utility poles and/or within underground conduit located within the ROWs; and

WHEREAS, Licensee is not delivering cable service to residents of the Village, and instead is providing fiber optic telecommunications services for the benefit of potential business customers; and

WHEREAS, the Village desires to allow Licensee to utilize the ROWs for such purposes, subject to the provisions of this Agreement; and

WHEREAS, the Village has the authority to enter into this Agreement pursuant to the powers granted it by Article VII, Section 10(a) of the Illinois Constitution of 1970, and finds entering into this Agreement is in the best interests of the Village, its residents, and the public; and

WHEREAS, Licensee is authorized and empowered to enter into this Agreement and to perform the covenants and promises herein made and undertaken.

NOW, THEREFORE, in consideration of the mutual consideration exchanged between the parties as set forth herein, the sufficiency and receipt of which are mutually acknowledged, the parties agree as follow:

1. **Recitals.** The above-stated Recitals are hereby incorporated into this Section 1 as though fully set forth herein.

2. **Grant of License.** For and in consideration of the mutual covenants herein, and subject to the terms and conditions set forth herein and compliance with all federal, state and local laws and regulations, the Village hereby grants a non-exclusive revocable license ("License") to Licensee to allow Licensee to construct, use, operate, own and maintain a fiber optic and coaxial line (the "System") within the Village's ROWs identified herein. The License granted by this Agreement shall not convey any right, title or interest (including leasehold interest) in the ROWs, but shall be deemed to be a license only to use and occupy the ROWs for the limited purposes stated herein. The License granted by this Agreement limits the Licensee to telecommunications services and does not include Cable Service or Video Service. In the event the Licensee chooses to provide Video Service as defined by 220 ILCS 5/21-201(v), a separate franchise to operate the System as a provider of Cable Service or Video Service will need to be acquired from the Village or the state, respectively. The License granted by this Agreement reserves the right of the Village to require the relocation

3. **Location and Description of Licensee's System.** Licensee's System, for which this License herein is granted, is depicted in Exhibit "A" of this Agreement.

4. **Term.** The License granted by the Village to Licensee shall be for a period of ten (10) years from the Effective Date of this Agreement.

- A. This Agreement may be renewed by mutual agreement of the parties for two (2) successive ten (10) year terms provided the Licensee is in full compliance with the terms and conditions of this Agreement at the time of renewal.
- B. Licensee shall make written request for renewal of this Agreement at least sixty (60) days prior to expiration of the current term.
- C. The License may continue during any good-faith negotiations for renewal up to one hundred eighty (180) days beyond the expiration date of the License Agreement.

5. **Donation**

- A. As compensation to the Village for granting this License, Licensee shall donate twelve (12) fiber strands to the Village. Licensee will route and install the fiber to provide a connection between the Village Hall (6101 Capulina Avenue, Morton Grove, IL), the Village Fire Station #4 (6250 Lincoln Avenue, Morton Grove, IL), the Village Fire Station #5 (8954 Shermer Road, Morton Grove, IL) and the Village North Pump Station (8820 National, Morton Grove, IL). These shall be "dark fibers" and shall not include any type of services to be provided by the Licensee.
- B. The donated fiber strands shall be part of a Village fiber optic network ("Village System"). The installation, maintenance, repair, replacement and abandonment of the donated fiber optic strands shall be described in the agreement describing the Village System depicted in Exhibit "B".

6. **Compensation.** Licensee shall pay the Village the sum of six thousand five hundred dollars (\$6,500) as compensation for the Village's documented expenses associated with the preparation, issuance, implementation and administration of this Use Agreement. Such payment shall be submitted to the Village at the time of execution of this Use Agreement by Licensee.

7. **Use of ROWs.** In its use of the ROWs and any work to be performed therein, Licensee shall comply with all applicable laws, ordinances, regulations and requirements of federal, state, county and local regulatory authorities, including the applicable provisions of the Village's Municipal Code including amendments which may change requirements.

The License and the grant of authority conferred in Section 2 above are non-exclusive. The Licensee shall respect the rights and property of the Village and other authorized users of streets, sidewalks, easements, power poles, street light poles, vaults, conduits and right-of-ways, as well as adjacent property owners.

Subject to Licensee's compliance with the terms of this Agreement, all of the Village's applicable ordinances, and all applicable local, state, and federal laws, and further, subject to the Village's lawful exercise of its police powers, and the Village's prior and superior right to usage for Village purposes, the Village hereby authorizes and agrees to permit Licensee to attach, install, operate, maintain, remove, reattach, reinstall, relocate, and replace fiber optic cables serving any traffic signals, street lights, utility poles and/or other facilities owned by the Village located within the public right-of-ways for the purpose of providing services to persons located within or outside of the limits of the Village. Licensee shall permit the Village to inspect copies of documents containing specifications and installation, inspection and safety information (as determined by the Village) concerning the fiber optic cables and services as might be reasonably requested by the Village. Licensee shall provide certification by a duly authorized representative of Commonwealth Edison, AT&T, Comcast, Mediacom, Nicor, or other owner ("Owner") of a utility facility upon which any fiber optic cable or related equipment or appurtenance is secured that Licensee has permission from the owner to install the fiber optic cables and/or related equipment or appurtenances. Licensee acknowledges it shall have no right to maintain its fiber optic cables or equipment or appurtenances on any facility of a third party who is in default of any franchise agreement with the Village or other authority to use the right-of-ways. This Use Agreement does not grant permission to Licensee to install telecommunication towers within the public right-of-ways or upon any property owned by the Village. This Use Agreement does not grant permission to Licensee to install within the public rights-of-way poles or other facilities to which fiber optic cables or related equipment or appurtenances may be attached, without express written approval of the Village. Where use of a state of Illinois or Cook County roadway easement or other state easement is contemplated, Licensee must separately obtain consent from the Illinois Department of Transportation (IDOT) or Cook County.

8. **Village Review and Approval of Fiber Optic Cable Installation and Work.** The location and installation of each fiber optic cable bundle, related equipment and appurtenances, and all work performed pursuant to the rights granted under this Use Agreement shall be subject to the Village's prior review and written approval. Before beginning any installation of any fiber optic cables, Licensee shall provide to the Village for review, technical information on: (a) the chemical composition of any battery used to serve the fiber optic cables or related equipment or appurtenances; (b) any hazardous material that may be utilized to serve the fiber optic cables or related equipment and appurtenances; (c) the potential for interference with other wired or wireless communications devices; and (d) the potential for exposure to electromagnetic fields. Such information shall be contained in Exhibit "A" to this Use Agreement. No fiber optic cables or related equipment and appurtenances may be installed or relocated without the prior written approval of the Village engineer, or other designated official, which approval shall not be unreasonably withheld, conditioned or delayed. The Village shall have the right to inspect all construction or excavation work to insure compliance with applicable codes and permits, and may order Licensee to perform corrective work where necessary.

Any fiber optic cables or related equipment and appurtenances located, placed, or constructed upon, under, or along the Village's right-of-ways under the terms of this License shall, upon written notice by the Village be removed, relocated, or modified by the owner, the owner's agents, contractors, or employees at no expense to the Village when and as deemed necessary by the Village for purposes of accommodating modifications to or installation of Village infrastructure. The Village shall not be obligated to provide accommodation within the Village's right-of-ways for the Licensee to remain within the Village's right-of-ways as part of modifications to or installation of Village infrastructure. The Village shall furnish final engineering plans to facilitate the planning of the removal, relocation or modification of

the Licensee's fiber optic cables or related equipment and appurtenances. The Licensee shall have ninety (90) calendar days to obtain permits and complete the removal, relocation, or modification of the Licensee's fiber optic cables or related equipment and appurtenances. If a permit application to relocate on a public right-of-way is not filed within fifteen (15) days of the receipt of final engineering plans, the notice precondition of a permit to begin work is waived. If, within ninety (90) days after receipt of such written notice, fiber optic cables or related equipment and appurtenances have not been removed, relocated, or modified to the reasonable satisfaction of the Village, or if arrangements are not made satisfactory to the Village for such removal, relocation, or modification, the Village may remove, relocate, or modify such fiber optic cables or related equipment and appurtenances and bill the owner thereof for the total cost of such removal, relocation, or modification. The scope of the project shall be taken into consideration by the Village in determining satisfactory arrangements. At any time within ninety (90) days after written notice was given, the Licensee of the fiber optic cables or related equipment and appurtenances may request the Village Administrator for a waiver of the ninety (90) day deadline. The Village Administrator shall make a decision concerning waiver within ten (10) days of receipt of the request and may waive the ninety (90) day deadline if he or she makes a written finding as to the reasons for waiving the deadline. Reasons for waiving the deadline shall be limited to acts of God, war, the scope of the project, the Village failing to follow the proper notice procedure, and any other cause beyond reasonable control of the owner of the facilities. If ninety (90) days after written notice was given, the fiber optic cables or related equipment and appurtenances have not been removed, relocated, or modified to the satisfaction of the Village, no waiver of deadline has been requested or issued by the Village Administrator, and no satisfactory arrangement has been made with the Village, the Village or the general contractor of the building project may file a complaint in the circuit court for an emergency order to direct and compel the Licensee to remove, relocate, or modify fiber optic cables or related equipment and appurtenances to the satisfaction of the Village.

9. **Permits.** Licensee shall pay all required permit and other fees (except for portions of the project being built specifically to service the Village facilities) and obtain all necessary and required permits from the Village for its System prior to performing any work on its System within the Village ROWs. Licensee shall also post such necessary security for its work as required by Village ordinance.

10. **Documentation.** Upon the completion of the initial installation or construction work after execution of this License Agreement, Licensee shall promptly furnish to the Village, in hard copy and in an electronic format compatible with the Village's Geographic Information System (GIS) documentation reasonably acceptable to the Village showing the exact location of the fiber optic cables and related equipment and appurtenances in the public right-of-ways. Such documentation shall include route maps, depiction, sketches or renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. Such plans and reports may be reviewed to determine all applicable laws, including building and zoning codes are complied with, aesthetic and good planning principles have been given due consideration, and adverse impacts on the environment have been minimized.

11. **Maintenance.** Maintenance of the System within the ROWs shall be the responsibility of Licensee. The System shall be maintained in good and safe condition and in a manner that complies with all applicable federal, state, county and local laws, regulations and policies. The Village reserves the right to enter upon and repair any or all damage to the areas surrounding the licensee premises, and if such damage is caused by Licensee, then the actual, reasonable and documented cost of such repair shall be the responsibility of the Licensee.

Notwithstanding any provisions to the contrary herein, in the event of an unexpected repair or emergency, Licensee may access the ROWs and commence such Emergency maintenance work as required under the circumstances, provided Licensee shall comply with the requirements for emergency

maintenance set forth in Village ordinances. The Licensee shall be responsible for repairing any damages that may occur to Village streets, sidewalks, easements, street light poles, traffic signal poles, vaults, conduits, right-of-ways, and private property arising from the construction, reconstruction, operation, maintenance, or repair of its System.

12. **Restoration of ROWs.** Within five (5) days after initial construction operations have been completed or after repair, relocation or removal of the System, Licensee shall grade and restore all areas disturbed or damaged by construction operations to a condition substantially similar to that which existed prior to the work. All disturbed or damaged grass areas shall be restored with sod. The sod shall be watered for a period up to ninety (90) days to ensure proper growth. The Licensee shall guarantee the health of sod placed within the disturbed area for a period of one full growing season, which shall be from March through October.

The Licensee shall be responsible for trimming or removing tree or plant material as necessary to provide proper operation of the System. The Licensee shall obtain a permit from the Village to perform such work.

In the event Licensee fails, in a timely manner, to restore any disturbances or make any and all repairs to the ROWs or other Village or private property as required by this Paragraph 12 or Paragraph 11 above, the Village may make or cause to be made such restoration or repairs upon written demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village, or demand payment from the security posted by the Licensee, which payment must be received by the Village within thirty (30) days of demand and receipt by Licensee of all invoices and documentation supporting the actual costs incurred by the Village.

13. **Damage to Licensee's System.** Unless directly and proximately caused by the willful, intentional, or malicious acts of the Village, the Village shall not be liable for and Licensee expressly waives all claims for any damage to or loss of Licensee's system within the ROWs.

14. **Licensee Form of Business Disclosure.** Licensee agrees to complete and maintain on file with the Village a current Disclosure Affidavit, attached as Exhibit "B" to this Agreement.

15. **No Transfer or Assignment.** This Agreement shall be binding upon and shall inure to the benefit of the parties and their successors and assigns. During the term of this Agreement, Licensee acknowledges and agrees it does not have the right or authority to transfer or assign this Agreement or any interest herein without the prior written consent of the Village, except to affiliated entities which share one hundred percent (100%) common ownership with Licensee. The Village will consent to such assignments except for good cause which shall be provided in writing to the Licensee within sixty (60) days of any written request for assignment. Licensee shall pay the Village's reasonable costs to evaluate and process said assignment request.

16. **Indemnity/Hold Harmless.** To the fullest extent permitted by law, Licensee shall defend, indemnify, keep and hold harmless the Village and its officials, officers, employees and agents from and against all injuries, deaths, losses, damages, claims, demands, suits, liabilities, judgments, costs and expenses, including reasonable attorneys' fees, which may arise out of, or result from directly or indirectly, any negligent, careless or wrongful acts or omissions or from the reckless or willful misconduct of Licensee, its affiliates, officers, employees, agents, contractors or subcontractors in the installation, operation, relocation, repair, maintenance or removal of the system or Licensee's use of ROWs, and in providing or offering service over the System.

Licensee shall at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith, and, if any judgment shall be

rendered against the Village in any such action, Licensee shall, at its own expense, satisfy and discharge the same. This Agreement shall not be construed as requiring the Licensee to indemnify the Village for its own negligence. The indemnification required hereunder shall not be limited by the amount of the insurance to be maintained hereunder.

17. **Insurance.** Licensee shall maintain, at its own expense, the following minimum levels of insurance until the systems are removed from the ROWs and the ROWs have been properly restored as required herein:

- A. Workers Compensation – Statutory Limits
- B. Employers Liability - \$1,000,000 per employee and \$1,000,000 per accident
- C. Commercial General Liability, including premises-operations, explosion, collapse, and underground hazard (commonly referred to as “X”, “C”, and “U” coverages) and products-completed operations coverage with limits not less than:
 - i. Five million dollars (\$5,000,000) for bodily injury or death to each person
 - ii. Five million dollars (\$5,000,000) for property damage resulting from any one accident; and
 - iii. Five million dollars (\$5,000,000) for all other types of liability
- D. Automobile Liability for all owned, hired and non-owned automobiles - \$1,000,000 each accident

If the Licensee is not providing such insurance to protect the contractors and subcontractors performing the work, then such contractors and subcontractors shall comply with this section.

Prior to commencing work on the system described herein, Licensee shall furnish the Village with the appropriate certificates of insurance, and applicable policy endorsements. Licensee shall have commercial general liability, automobile liability, and umbrella/excess liability policies endorsed to add the “Village of Morton Grove, its officers, officials, agents and employees” as “additional insureds”. Such insurance afforded to the Village shall be endorsed to provide the insurance provided under each policy shall be primary and non-contributory.

Commercial general liability insurance required under this section shall be written on an occurrence form and shall include coverage for products/completed operations, personal injury with employment exclusion (if any) deleted, blanket XCU and blanket contractual liability insurance applicable to defense and indemnity obligations. The limit must be on a “per project basis”. Commercial general liability, employer’s liability and automobile liability insurance may be arranged under single policies for full minimum limits required, or by a combination of underlying policies with the balance provided by umbrella and/or excess liability policies. Workers’ compensation coverage shall include a waiver of subrogation against the Village.

All insurance provided pursuant to this section shall be effected under valid and enforceable policies, issued by insurers legally able to conduct business with Licensee in the state of Illinois. (All insurance carriers shall be rated “A-” or better and of a class size “X” or higher by A.M. Best Company)

All insurance policies shall contain a provision that coverages and limits afforded hereunder shall not be cancelled, materially changed, non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the Village. Renewal certificates shall be provided to the Village not less than five (5) days prior to the expiration date of any of the required policies. All certificates of insurance shall be in a form acceptable to the Village and shall provide satisfactory evidence of compliance with all insurance requirements. The Village shall have the right to examine any policy required and evidenced of the certificate of insurance.

18. **Security.** Prior to performing work in the ROWs, Licensee shall establish a security fund conforming to the Village’s requirements. This shall serve as security for the purposes set forth above including but not limited to the installation of the System in compliance with applicable plans, permits,

technical codes and standards, the proper location of the System as specified by the Village, restoration of ROWs and other property affected by the construction or to satisfy any claims or damages.

19. **Termination.** This Agreement may be terminated by Licensee at any time during the term, and for any reason, by the giving of ninety (90) days advance written notice to the Village of its intention to terminate. The fiber must not be vacated until the Village has implemented a reasonable replacement including but not limited to the transfer of ownership of the fiber to the Village. This Agreement may be terminated by the Village only for the following reasons:

- A. A material violation of the terms of this Agreement where Licensee fails to cure such material violation within thirty (30) days after receipt of written notice by the Village which identifies the violation.
- B. The material failure of Licensee to comply with applicable local, state and federal laws, rules, regulations in any way governing or applying to Licensee's system.
- C. Licensee made fraudulent, false, misrepresenting, or materially incomplete statements in seeking this Agreement or in the permit application.
- D. Construction of its System contrary to the plans and specifications approved by the Village.
- E. The Licensee has been adjudged to be bankrupt, has a receiver appointed for it, makes an assignment for the benefit of creditors, or has a significant amount of its property sold under the execution or other legal process or is seized by creditors.
- F. The Licensee transfers this License without Village approval as required herein.
- G. The Licensee ceases its business operations, or otherwise abandons the System, unless such abandonment is temporary due to events beyond the reasonable control of Licensee including, but is not limited to, extraordinary weather conditions, or other natural catastrophes, war, riots, strikes, lockouts, or other industrial disturbances.
- H. Licensee's physical presence or presence of Licensee's system on, over, above, along, upon, under, across or within the ROWs presents a direct or imminent threat to the public health, safety or welfare.
- I. Failure to provide the required traffic control; and to respond to requests from the Village to correct such deficiencies within a reasonable time.

Upon the termination of this License, whether by either party and for whatever reason, Licensee shall remove Licensee's System from the Village's ROWs within thirty (30) days of such termination, and shall perform all restoration work to the ROWs as required by Village ordinances and policies.

20. **Amendments.** This Agreement represents the entire Agreement between the parties. No oral changes or modifications of this Agreement shall be permitted or allowed. Changes or modifications to this Agreement shall be made only in writing and upon necessary and proper signature of the Licensee and the Village.

21. **Severability.** In the event any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereto.

22. **Governing Law; Venue.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the state of Illinois. The venue for any dispute between the parties shall be Cook County, Illinois, or the United States District Court for the Northern District of Illinois.

23. **Taxes.** Nothing contained in this Agreement shall be construed to exempt Licensee from any fee, tax, property tax levy or assessment which is or may be hereafter lawfully imposed, and Licensee

shall be responsible for the payment of any taxes assessed relative to its use of the ROWs or its operation of the system.

24. **No Waiver.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof will be limited to the particular instance and will not operate or be deemed to waive any future breaches of this Agreement and will not be construed to be a waiver of any provision except for the particular instance.

25. **Notice.** Any notice will be in writing and will be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party at the party's place of business. Notices shall be addressed to designated representatives of both parties as follows:

If to Village: Village of Morton Grove
6101 Capulina Avenue
Attn: Village Administrator
Morton Grove, Illinois 60053

If to Licensee: WideOpenWest Illinois, LLC
Attn: Business Manager
1674 Frontenac Rd
Naperville, Illinois 60563

26. **Paragraph Headings.** The paragraph headings in this Use Agreement are for the convenience of reference and shall not affect the terms of such paragraphs.

27. **Non-Exclusivity.** This Use Agreement does not provide Licensee with exclusive use of the Village's conduit, poles, property or structures located in the public right-of-ways. The Village shall have the right to permit other persons or entities, including, but not limited to, providers of telecommunications services, to install equipment or devices on structures located in the public right-of-ways. The Village, upon written inquiry by Licensee, agrees, to the extent provided by law, to provide at Licensee's cost, information regarding any proposals for the installation of telecommunications equipment or devices in the public right-of-ways.

28. **Licensee Staff Availability.** Licensee shall have sufficient staff to provide safe, adequate, and prompt installation, maintenance and removal of its fiber optic cables and related equipment and appurtenances as allowed or required by this Use Agreement. In addition, Licensee's staff shall be available to the staff employees of the Village Administrator's office and Building Department 24 hours-a-day, 7 days-a-week, regarding problems or complaints resulting from the existence of the fiber optic cables and related equipment and appurtenances in the public right-of-ways. The Village may contact by telephone Licensee's network operations Center operator at telephone number (xxx) xxx-xxxx, or a successor telephone number regarding such problems or complaints. Licensee shall notify the Village in writing within ten (10) calendar days of any change in this telephone number. All Licensee's employees or contractors working within the public right-of-ways shall carry at all times appropriate documentation identifying such persons as Licensee's employees or contractors. Licensee agrees to provide the Village the names of all Licensee authorized contractors working within the public right-of-ways.

29. **Exhibits and Schedules Part of Use Agreement.** All such exhibits and schedules referred to in this Use Agreement, or in any duly executed amendment to this Use Agreement, are by such reference incorporated in this Use Agreement and shall be deemed a part of this Use Agreement. Licensee

agrees to fully comply with all of the obligations and terms of the exhibits and schedules.

30. **Successors and Assigns.** This Use Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this Agreement shall confer rights or benefits upon any person not a party hereto.

31. **Attorneys' Fees; Interest.** Should any dispute arising from this Use Agreement lead to litigation, the prevailing party shall be entitled to recover its costs of suit, including reasonable attorneys' fees. To the extent permitted by law, interest at eighteen (18%) percent per annum shall accrue from the due date to date of actual payment and be paid by Licensee on all amounts owed to the Village pursuant to this Use Agreement.

32. **Advertising, Signs or Extraneous Markings.** Licensee shall not place or cause to be placed any sort of signs, advertisements or other extraneous markings, whether relating to Licensee or any other Person, on any Village facility, or on any fiber optic cables and related equipment and appurtenances located on the public right-of-ways or on other property, excepting such labels, numbers or other marks on the fiber optic cables and related equipment and appurtenances as shown on Exhibit "A" or as may be required by law or as approved by the Village as are reasonably necessary to identify the Fiber optic cables, equipment, or appurtenances, or Licensee for service, repair, maintenance or emergency purposes, or as may be otherwise required to be affixed by applicable law.

33. **Additional Actions and Documents.** Each of the parties hereto hereby agree to take or cause to be taken such further actions to execute, acknowledge, deliver, and file, or cause to be executed, acknowledged, delivered, and filed such further documents and instruments, and to use its commercially reasonable efforts to obtain such consents as may be necessary, or as may be reasonably requested in order to fully effectuate the purposes, terms, and conditions of this Agreement whether at or after the execution of this Agreement.

34. **Incorporation of Exhibits.** The Exhibits referenced in and attached to this Agreement shall be deemed an integral part of this Agreement.

35. **Labor Relations.** Each party hereto shall be responsible for labor relations with its own employees. Each party agrees to notify the other immediately when it has knowledge a labor dispute concerning its employees is delaying or threatening to delay timely performance of its obligations under this Agreement.

36. **Reservation of Rights.**

- A. In addition to any rights specifically reserved to the Village by this Use Agreement, the Village reserves to itself every right and power available to it under the constitutions of the United States and the state of Illinois, and any other right or power, including, but not limited to all police powers and authority to regulate and legislate to protect and promote the public health, safety, welfare, and morals. Further, the Village hereby reserves to itself the right to intervene in any suit, action or proceeding, involving the provisions herein.
- B. Notwithstanding anything to the contrary set forth herein, the provisions of this Use Agreement shall not infringe upon the rights of any person under any applicable state or federal statutes, including, but not limited to the right to occupy the public right-of-ways and easements.

IN WITNESS THEREOF, the parties have signed below, effective as of the Effective Date, by their duly authorized representatives.

VILLAGE:

VILLAGE OF MORTON GROVE

By: _____
Daniel P. DiMaria

Its: _____
Village President

Attest: _____
Connie Travis, Village Clerk

LICENSEE:

SIGECOM, LLC

By: _____

Its: _____

EXHIBIT "A"

LOCATIONS OF RIGHT-OF-WAYS FOR LICENSEE'S SYSTEM

EXHIBIT "B"

(NOTE: This Affidavit must be completely filled out and signed by the Licensee or a determination the contract is exempt from any section must be obtained.)

BUSINESS STATUS STATEMENT. I, the undersigned, being duly sworn, do state as follows:

- A. Sigecom, LLC (hereafter "Licensee") is a:
(Place mark in front of appropriate type of business)

_____ Corporation (if a C-Corporation, complete B)

_____ Partnership (if a Partnership, complete C)

_____ Individual Proprietorship (if an individual, complete D)

_____ Limited Liability Corporation (if an LLC, Complete C)

- B. CORPORATION

The State of incorporation is: _____

The Registered agent of the corporation in Illinois is:

Name: _____

Address: _____

City, State, Zip: _____

Telephone: _____

The Corporate Officers are as follows:

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

C. PARTNERSHIP OR LLC. Partners or members are as follows: *(Attach sheets if needed)*

Sigecom LLC is operated locally at:
1674 Frontenac Road
Naperville, Illinois 60563

Sigecom, LLC is wholly owned by
WideOpenWest Finance, LLC
7887 E. Belleview Ave., Suite 1000
Englewood, Colorado 80111

The entity with ultimate controlling interest is:
Avista Capital Partners
65 E 55th St., 18th Floor
New York, New York 10022

D. INDIVIDUAL PROPRIETORSHIP

The business address is: _____

Telephone: _____

Home address is: _____

Telephone: _____

E. Under penalty of perjury: **Sigecom, LLC**, Licensee's Name, Certifies that **04-3561698** is its correct Federal Taxpayer Identification Number or in the case of an individual or sole proprietorship, Social Security Number.

LICENSEE

By: _____

Its: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public: _____