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VILLAGE BOARD OF TRUSTEES SPECIAL MEETING NOTICE/AGENDA

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

JULY 25, 2016

7:00 pm

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Approval of Minutes – Regular Meeting – July 11, 2016**
5. **Residents' Comments (agenda items only)**
6. **Staff Reports**
 - a. **Village Administrator**
 - 1) Update on Alternate Water Supply Initiative
7. **President's Report – Administration, Northwest Municipal Conference, Council of Mayors, Strategic Plan, Comprehensive Plan**
 - a. **Resolution 16-48 (Introduced July 25, 2016)**
Authorizing Amendment Number 2 to the Professional Service Agreement Between Stanley Consultants, Inc. and the Villages of Morton Grove and Niles, and Authorizing an Agreement Between Stanley Consultants, Inc. and the Village of Morton Grove for Additional Services Relating to the Procurement of an Alternate Water Supply

8. **Reports by Trustees**

- a. **Trustee Grear** – *Police Department, Community and Economic Development Department, Fire and Police Commission, Police Facility Committee, NIPSTA, Lehigh/Ferris TIF, Prairie View TIF, Special Events Commission (Trustee Witko)*
 - 1) **Resolution 16-49** (*Introduced July 25, 2016*)
Authorizing an Intergovernmental Agreement by and Among the Village of Glenview, the Village of Niles, and the Village of Morton Grove for Public Safety Communications Services
 - 2) **Resolution 16-50** (*Introduced July 25, 2016*)
Authorizing the Execution of a Professional Services Agreement by and between the Village and True North Consultants, Inc. for Environmental Engineering Services
- c. **Trustee Pietron** – *Public Works Department, Condominium Association, Economic Development Commission, Dempster Street Corridor Plan, Chamber of Commerce (Trustee Minx)*
 - 1) **Resolution 16-51** (*Introduced July 25, 2016*)
Authorizing the Purchase of Gasoline and Diesel Fuel
 - 2) **Resolution 16-52** (*Introduced July 25, 2016*)
Authorizing the Execution of a Contract with J.A. Johnson Paving Company for the 2016 Street Patching Program

9. **Presentation of Warrants - \$530,281.15**

10. **Residents' Comments**

11. **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
JULY 11, 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, John Pietron, Ed Ramos, John Thill, and Janine Witko.

IV. **APPROVAL OF MINUTES**

Regarding the June 27, 2016 Regular Board Meeting, Trustee Minx noted a correction needed on page 3, V., j., 2nd line: the word "now" should actually be "know." Trustee Minx then moved to approve the Minutes as corrected, seconded by Trustee Witko. **Motion passed unanimously** via voice vote.

V. **SPECIAL REPORTS**

- 1. Plan Commission Case PC 16-04 Requests a Subdivision at the Property Commonly Known as 7915 Foster in Accordance With Section 12-8 of the Unified Development Code.
 - a. Community and Economic Development Director Nancy Radzevich presented this case to the Board and the assemblage. She said that the applicant, Gabriel Varga is seeking to subdivide an existing 15,104 square foot parcel, which is 128 ft. wide and 118 ft. deep, into two new 7,552 square foot lots, each with a width of 64 ft. The property is currently improved with a single family residence, which would be demolished in order to build a new single family residence on each of the newly created lots. This property is in the R2 Single Family Residence zoning district, and each of the proposed lot would comply with the zoning requirements for minimum lot area and width.
 - b. Ms. Radzevich said there was very little discussion on this matter at the Plan Commission Hearing, and no one from the public spoke. The Plan Commission recommended approval of this case unanimously, with two absent.

VI.

PUBLIC HEARINGS

NONE

VII.

RESIDENTS' COMMENTS (Agenda Items Only)

Eric Poders said that he had attended the Plan Commission Hearing Ms. Radzevich had just reported on, and commented that, during the Hearing, Mr. Varga had stated that he wanted to make a profit on this property. Mr. Poders said that statement bothered him. Further, Mr. Varga has knocked down all the trees on the subject property. Mr. Poders asked if the Village had a tree ordinance. He also wondered if the Board was aware of this trend of buying property and subdividing it. Mr. Poders was also concerned about ordinances being "rewritten."

Trustee Thill asked if the trees that were removed had been on private property. Mr. Poders responded that they had been on private property. Trustee Thill recalled that the Village had unsuccessfully tried to pass legislation some years ago to regulate the cutting down of trees on private property. Mr. Poders was aware of that.

VIII.

PRESIDENT'S REPORT

Mayor DiMaria thanked all who had attended the Morton Grove Days festival, and especially thanked the volunteers. He said the weather had been great and it was a fantastic event!

IX.

CLERK'S REPORT

Clerk Travis said the Community Relations Commission would meet tomorrow night at 6:30pm at Village Hall. The meetings are open to the public and all are invited to attend.

X.

STAFF REPORTS**A. Village Administrator:**

1. Mr. Czerwinski announced that there would be a Special Meeting of the Village Board on Monday, July 25, due to the need to act on some legislation.
2. Mr. Czerwinski also noted that the Village is no longer collecting information on dead birds; that information should be reported to the Cook County Department of Public Health, and in a timely manner.
3. Mr. Czerwinski said the North Shore Mosquito Abatement District would be doing some spraying in the Village between 8:00pm and 2:00am. The information about the spraying is also in the Village's eNewsletter and on the website, and residents can get information pertinent to their home address.
4. Mr. Czerwinski said the electrical aggregation program began in 2012, and at that time, the Village was able save residents who participated in the program an average of \$248 a year on their electric bill.

X.

STAFF REPORTS (continued)A. Village Administrator: (continued)

- a. Mr. Czerwinski said the Village was using a vendor to broker the best electrical price for the Village annually. The savings have been dwindling since 2012, and this year, the savings are down to nothing, so it is no longer an advantage to stay with Dynergy. Therefore, the Village did not accept the pricing this year, and in September, everyone who had participated in the electrical aggregation program will go back to Commonwealth Edison. The Village is opting out of the program this year.
- 5. Mr. Czerwinski said, regarding Ordinance 16-15 on tonight's Agenda, that staff is requesting that the matter to be tabled for 30 days in order to confirm the building plans for the existing structure. The Village has design drawings and a survey, but there is not enough detail in them.
- 6. Regarding Ordinance 16-17, Mr. Czerwinski said that some clarification is needed there. He said that, recently, local social media has been buzzing about residents being able to put another house on their lot. The Zoning Code text amendment which would allow more than one principal structure on a lot, proposed in Ordinance 16-17, pertains only to the multi-family zoned CR district and only to lots of one acre or more. The development also must meet the Village's requirements regarding density, height, parking, and side yard and front yard setbacks. The text amendment would also be pertinent in properties in the R3 zoning district, but having more than one principal structure on a lot in R3 would only be allowed by Special Use.
- a. Mr. Czerwinski said that this text amendment does not allow single family lots to have an additional structure on them except as noted above. The intent is to allow townhouse owners to "own" the property their unit is on and streamline their ownership. The text amendment does not diminish the procedural control process; any "additional structure" must meet all of the Village's standards. Mr. Czerwinski noted that this is already allowed in the Village's Manufacturing zoning district. He felt that this text amendment was a contemporary move, and one that is already in place in surrounding communities.

Trustee Thill thanked Mr. Czerwinski for this clarification and said he has a better understanding of the text amendment now than when it was first presented.

B. Corporation Counsel:

Corporation Counsel Liston had no report.

XI.

TRUSTEES' REPORTSA. Trustee Gear:

Trustee Gear had no report.

XI. TRUSTEES' REPORTS (continued)

B. Trustee Minx:

1. Trustee Minx presented **Ordinance 16-15, Approving a Final Plat For a Minor Subdivision Located at 9109 Menard, Morton Grove, Illinois 60053.**

This is the second reading of this Ordinance.

- a. Trustee Minx moved to table this Ordinance until the Board's August 8, 2016 meeting, pursuant to staff's request. Trustee Pietron seconded the motion.

Motion passed: 6 ayes, 0 nays.

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

2. Next, Trustee Minx presented **Ordinance 16-16, An Ordinance Approving an Amendment to a Special Use Permit (Ord. 15-17) to Grant an Extension of Time to Commence and Proceed With Construction for a Drive-Through Facility for a New Restaurant at 9480 Waukegan Road, Morton Grove, Illinois 60053.**

This is the second reading of this Ordinance.

- a. Trustee Minx explained that this ordinance will amend a special use permit for a drive-through facility for a new restaurant at 9480 Waukegan Road and will grant the applicant a one-year extension, until August 10, 2017, to begin and actively pursue construction on the approved drive-through restaurant facility.

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

Motion passed: 6 ayes, 0 nays.

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

3. Trustee Minx then brought forward **Ordinance 16-17, An Ordinance Amending the Village of Morton Grove Unified Development Code (Ord. 07-07) to Amend Provisions Regulating the Number of Principal Structures per Zoning Lot.**

This is the second reading of this Ordinance.

- a. Trustee Minx thanked Mr. Czerwinski for explanation, that this text amendment would allow more than one principal structure per zoning lot only in the CR zoning district, by right, and in the R3 zoning district, by Special Use. She then moved to amend Ordinance 16-17 by deleting from the proposed text amendment Section 12-2-2; A; (3), because that paragraph refers to allowances for the C1 General Commercial and C2 Neighborhood Commercial Districts. Trustee Witko seconded the motion.
- b. Ms. Radzevich asked if the Board's intention was to not allow more than one principal structure per zoning lot in the C1 zoning district. Trustee Minx said that was correct.

XI.

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

Mayor DiMaria called for the vote on the motion to amend Ordinance 16-17.

Motion passed: 6 ayes, 0 nays.

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

Trustee Minx then moved to adopt Ordinance 16-17 as amended, seconded by Trustee Witko.

Motion passed: 6 ayes, 0 nays.

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

- c. Trustee Grear asked if there would be a thorough explanation of this on the Village's website. Mr. Czerwinski said there would be, and he would develop a simple fact sheet for people who may be interested. Trustee Witko asked Mr. Czerwinski to include a map showing the zoning districts where more than one structure per zoning lot would be allowed, either by right or by special use.

4. Next, Trustee Minx introduced for a first reading **Ordinance 16-18, Approving a Final Plat For a Minor Subdivision Located at 7915 Foster Street, Morton Grove, Illinois 60053.**

She explained that this Ordinance is pursuant to Plan Commission Case 16-04, which was reported out earlier this evening by Director of Community and Economic Development Nancy Radzevich.

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

5. Trustee Minx then presented **Resolution 16-43, Authorizing the Execution of a Professional Services Agreement By and Between the Village of Morton Grove and SAFEbuilt Illinois, LLC For Plan Review, Code Enforcement, and Inspectional Services.**

- a. She explained that, in an effort to provide efficient, cost-effective service in the community, the Village solicited proposals from three companies who specialize in providing inspectional, plan review, and code enforcement services to municipalities. After reviewing the proposals and contacting the references staff determined that SAFEbuilt Illinois, LLC is best suited to provide these services to the Village.
- b. This agreement will provide flexible staffing for the Inspectional Services Division and allow the Village to manage staffing levels and expenditures based on seasonal fluctuations on permitting and inspectional services. With the approval of this resolution, SAFEbuilt will be available to provide primary building, mechanical and electrical inspection services, as well as supplemental plan review and code enforcement services. SAFEbuilt will provide the Village with coverage when in-house staff is off of work due to scheduled and unscheduled leave.

Trustee Minx moved to approve Resolution 16-43, seconded by Trustee Pietron.

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

B. Trustee Minx: (continued)

- c. Trustee Grear asked if this was a yearly contract. Mr. Czerwinski said that it is not; it's more a "pay as you go" type of arrangement. He said the preponderance of use of SAFEbuilt will be the Village's new "from the ground up" construction projects. He said that some of Morton Grove's neighboring communities are outsourcing building, mechanical and electrical inspection services, plan review and code enforcement services. Mr. Czerwinski said that SAFEbuilt is a very customer service oriented company and a fast-reacting operation. This is a scalable opportunity to have inspectors ready to go when you need them. He said that perhaps the Village will partner with some of its neighbors and possibly enter into a mass contract with SAFEbuilt at some point in the future.
- d. Mr. Czerwinski called the Board's attention to the information attached to the Resolution. It's very detailed information about SAFEbuilt and its capabilities. Mr. Czerwinski said that "it's not just a sales brochure; they really perform this way."
- e. Trustee Grear thought this would be a good thing especially for the 8700 Waukegan Road project, which is huge. It will free up staff time for day-to-day inspections.
- f. Trustee Pietron commented that the move to shared assets and variable costs is a smart thing to do.
- g. Trustee Thill asked if, essentially, the Village was cherry-picking what works well in other towns. Mr. Czerwinski responded, "Yes—some things don't fit Morton Grove's style."

Mayor DiMaria called for the vote on Resolution 16-43.

Motion passed: 6 ayes, 0 nays.

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

- h. Mayor DiMaria thanked Mr. Czerwinski for taking the initiative on this. He said that Morton Grove will need a lot of inspectional services in the coming year, and with this agreement, we can either use outside help, or not.
- 6. Trustee Minx thanked everyone who volunteered at the Morton Grove Days festival; she said Morton Grove is a phenomenal community of volunteers. She also asked her colleagues and the assemblage, in light of the recent spate of negative media about police, to pray for police departments across the country; adding that people need to start talking about tolerance and acceptance. The nation can't go on this way.

C. Trustee Pietron:

- 1. Trustee Pietron presented **Resolution 16-44, Authorizing the Execution of a Contract with Path Construction Company, Inc. For the 2016 Beckwith Road Bridge Rehabilitation.**

XI.

TRUSTEES' REPORTS (continued)C. Trustee Pietron: (continued)

- a. He explained that a 2015 bridge inspection itemized needed repairs on the Beckwith Road bridge, including bridge deck overlay, approach slab replacement, and expansion joint replacement. Public Works staff budgeted for expansion joint replacements in 2016 and will pursue other repairs in future years. Replacing the west and east expansion joints should stop the consequential damage caused by water leaking through damaged joints on the steel bearings and concrete abutments.
- b. Trustee Pietron said that this contract was bid through a public process and the lowest bid was from Path Construction Company in the amount of \$62,000. The budgeted amount is \$120,000. He noted that, since this is a unit price contract, the final contract amount will be based on the actual quantity of work performed.

Trustee Pietron moved to approve Resolution 16-44, seconded by Trustee Witko.

Motion passed: 6 ayes, 0 nays.

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

2. Trustee Pietron then presented **Resolution 16-45, Authorizing the Execution of a Contract With Schroeder Asphalt Services, Inc. for the 2016 Street Improvement Program.**

- a. He explained that the Street Improvement Program is necessary to maintain the quality, drainage, and drivability of the streets in the Village.
- b. The contract was bid through a public process, and six bids were received. Schroeder Asphalt Services, Inc. of Huntley, Illinois was the low bidder in the amount of \$1,509,079.15; however, the contract, as bid, included 22 streets. Public Works staff recommends eliminating 5 streets from the list of streets to be included in the program in order to reduce the overall cost of the contract to \$1,379,077.86—which is still \$279,077.86 over the allocation in the 2016 Budget. However, the 2015 General Obligations Bond issue contains allocations of \$3,300,000 for Street Improvements to be performed between 2015 and 2017, of which \$2,249,959 is unobligated, meaning a portion of these funds may be used to pay the additional \$279,077.86.

Trustee Pietron moved, seconded by Trustee Minx, to approve Resolution 16-45.

Motion passed: 6 ayes, 0 nays.

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

- c. Trustee Grear asked Public Works Director Andy DeMonte about the five streets being eliminated. Mr. DeMonte said that five streets will not be included in this year's Street Improvement (resurfacing) project. That will leave \$890,000 for the 2017 Street Improvement Project.
3. Trustee Pietron brought forward **Resolution 16-46, Authorization to Negotiate and Execute and Intergovernmental Agreement With the Village of Skokie for Resurfacing Improvements on Long Avenue and Mulford Street.**

XI.

TRUSTEES' REPORTS (continued)C. Trustee Pietron: (continued)

- a. He explained that the Villages of Skokie and Morton Grove want to make improvements to Long Avenue and Mulford Street. It is practical to complete the improvements through the cooperative efforts of both communities. Morton Grove has prepared the construction documents and bid the project, awarded the project, and will oversee construction. The estimated cost of the work the Village would pay on behalf of Skokie is \$57,629, which will be reimbursed.

Trustee Pietron moved to approve Resolution 16-46, seconded by Trustee Grear.

Motion passed: 6 ayes, 0 nays.

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

- b. Trustee Thill noted that Long and Mulford are the streets on the Skokie/Morton Grove border, which is why both communities are sharing responsibility for this project.
4. Lastly, Trustee Pietron presented **Resolution 16-47, Authorizing the Execution of a Contract With American Surveying & Engineering, PC For Professional Land Acquisition Services.**
- a. He explained that the Austin Avenue Improvement Project will improve Austin Avenue from Oakton Street to Main Street, and will modernize the intersection of Austin and Oakton. The planned intersection improvements will require additional land to be purchased in order to widen the roadway. In order to acquire this additional land, the Village will need to purchase seven separate parcels, with four in Morton Grove and three within Skokie.
- b. Morton Grove staff is developing an agreement with Skokie to provide for cost-sharing for the land acquisition and other services related to the Austin Avenue improvements. The acquisition of this land will also require specialized appraisers and negotiators. Therefore, staff issued a Request for Qualifications for professional land acquisition services. Six statements of qualifications were received, and after evaluating them, Village staff determined that American Surveying and Engineering, PC, provided a qualified proposal that best fits the Village's needs. Cost for these services is not to exceed \$50,000, and this will be partially reimbursed by the Village of Skokie.

Trustee Pietron moved, seconded by Trustee Minx, to approve Resolution 16-47.

Motion passed: 6 ayes, 0 nays.

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

- c. Trustee Thill commented that large trucks use the Austin Avenue-Oakton Street intersection; because trucks have a much wider turning radius than regular vehicles, the roadway needs to be widened, so more land is needed.

XI.

TRUSTEES' REPORTS (continued)D. Trustee Ramos:

Trustee Ramos had no report, but offered a sincere thank-you to the Morton Grove Days Commission, headed by Paul Minx, for a job well done.

E. Trustee Thill:

1. Trustee Thill had no report, but commented that he had noticed a \$50,000 item on the Warrant List for "Street Pickup." When he inquired about it, he learned that it was a hazardous materials situation—cleaning up oil on the street following an accident. These are the kind of costs people just don't think about, but which add up.
2. Trustee Thill also encouraged residents to come to the Park District's Strategic Plan meeting on Thursday, July 14, at 6:30 p.m. at Prairie View Center. The Park Board is beginning to plan for 2017 through 2021.

F. Trustee Witko:

Trustee Witko had no report.

XII.

OTHER BUSINESS

NONE

XIII.

WARRANTS

Trustee Witko presented the Warrant Register for July 11, 2016, in the amount of \$486,485.73. She moved that the Warrants be approved as presented. Trustee Thill seconded the motion.

Motion passed: 6 ayes, 0 nays.

Tr. Grear aye
Tr. Ramos aye

Tr. Minx aye
Tr. Thill aye

Tr. Pietron aye
Tr. Witko aye

XIV.

RESIDENTS' COMMENTS

1. **Eric Poders, 7840 Foster**, thanked the Board for taking "baby steps" this evening and said that people will be talking about Morton Grove.
 - a. Mr. Poders added that it was amazing how everyone comes together for Morton Grove Days, noting that people don't appreciate or realize the great amount of time and planning that goes into this festival.

XIV.

RESIDENTS' COMMENTS (continued)

- b. Mr. Poders said he had briefly talked with Park District Executive Director Jeff Wait about possibly expanding the carnival by opening up Harrer Park. Mr. Poders said everything went remarkably smoothly this year and there were no "disorderly conduct" situations.
- c. Mr. Poders said the Morton Grove Days Commission should consider getting "Volunteer" tee-shirts for police and fire personal. He also complimented Police Chief Mike Simo and Fire Chief Tom Friel for a job well done by both departments over the festival weekend.

XV.

ADJOURNMENT

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

Motion passed: 6 ayes, 0 nays.

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

The meeting adjourned at 7:56 p.m.

PASSED this 25th day of July, 2016.

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

APPROVED by me this 25th day of July, 2016.

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

APPROVED and FILED in my office this 26th day of July, 2016.

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

Minutes by: Teresa Cousar

Legislative Summary

Resolution 16-48

**AUTHORIZING AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT
BETWEEN STANLEY CONSULTANTS, INC. AND
THE VILLAGES OF MORTON GROVE AND NILES AND
AUTHORIZING AN AGREEMENT BETWEEN STANLEY CONSULTANTS, INC.
AND THE VILLAGE OF MORTON GROVE FOR ADDITIONAL SERVICES
RELATING TO THE PROCUREMENT OF AN ALTERNATIVE WATER SUPPLY**

Introduced: July 25, 2016

Synopsis: This Resolution will authorize a second amendment to an agreement among the Villages of Niles and Morton Grove and Stanley Consultants, Inc., and a separate agreement between Stanley Consultants, Inc. and the Village of Morton Grove for engineering services relating to the purchase of whole sale water from a source other than the City of Chicago.

Background: On August 11, 2015, the Villages of Morton Grove and Niles entered into an agreement with Stanley Consultants, Inc., 8501 W. Higgins Road, Suite 730, Chicago, IL 60631-2801 to update cost estimates for a new water transmission main which would enable the Villages to purchase water from the City of Evanston at substantial long-term savings compared to rates charged by Chicago. This agreement was amended pursuant to Resolution 15-68 on October 28, 2015, to include an evaluation of an alternative water delivery system using existing water distribution infrastructure of Morton Grove, Niles, Evanston and Skokie. The Villages have negotiated a second amendment to the agreement for additional services. The total compensation for the work set forth in this amendment is \$25,000.00 which will be paid equally by Morton Grove and Niles and includes previously performed, but yet unpaid work. This resolution will also authorize the Village Administration to enter into a separate contract with Stanley Consultants, Inc. to provide engineering services which solely benefit the Village of Morton Grove for a price not to exceed amount of \$16,500.

Departs Affected Legal, Administration, and Finance Departments

Fiscal Impact: \$29,000.00. Stanley Consultants, Inc.'s fees will be based on the actual amount of work performed. The Village's share for services performed pursuant to Amendment #2 shall not exceed \$12,500. The additional work requested solely by the Village of Morton Grove shall not exceed \$16,500.

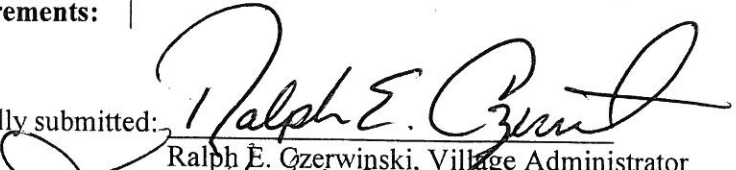
Source of Funds: Enterprise Fund

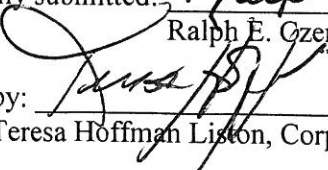
Workload Impact: The Village Administrator will oversee the implementation of the contract and agreement.

Administrator Recommendation: Approval as presented.

First Reading: Not required.

Special Consider or Requirements: None

Respectfully submitted: 
Ralph E. Ozerwinski, Village Administrator

Prepared by: 
Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 16-

AUTHORIZING AMENDMENT NUMBER 2 TO THE PROFESSIONAL SERVICE AGREEMENT BETWEEN STANLEY CONSULTANTS, INC. AND THE VILLAGES OF MORTON GROVE AND NILES

AND

AUTHORIZING AN AGREEMENT BETWEEN STANLEY CONSULTANTS, INC. AND THE VILLAGE OF MORTON GROVE FOR ADDITIONAL SERVICES RELATING TO THE PROCUREMENT OF AN ALTERNATIVE WATER SUPPLY

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, for many decades the Village of Morton Grove has purchased water from the City of Chicago; and

WHEREAS, due to recent substantial rate hikes, the Village believes it is in the best interest to find an alternative water source at a more favorable rate; and

WHEREAS, since 2014, the Villages of Niles and Morton Grove (the Villages) have worked together to consider and analyze alternate sources of water supply other than City of Chicago water; and

WHEREAS, on August 11, 2015, the Villages entered into an agreement with Stanley Consultants, Inc., 8501 W. Higgins Road, Suite 730, Chicago, IL 60631-2801 to study, review, and update construction cost estimates for a new water transmission main and provide advice to the Villages in support of their efforts to procure an alternate source of water supply ("the Stanley Agreement"); and

WHEREAS, on October 28, 2015, pursuant to Resolution 15-68, the Villages entered into an amendment to the Stanley Agreement to study, review, and estimate construction costs for the alternative method of water delivery using existing water distribution infrastructure of the Villages, as well as that of the Village of Skokie and the City of Evanston ("Amendment #1"); and

WHEREAS, Amendment #1 authorized payments to Stanley Consultants, Inc. in an amount of forty-five thousand sixty-two dollars (\$45,062) ("the not to exceed amount") which were to be billed to and paid equally by the Village of Niles and the Village of Morton Grove; and

WHEREAS, the Villages requested and Stanley Consultants, Inc. performed services outside the scope of Amendment #1 at a cost over and above the not to exceed amount by six thousand four hundred twenty-four dollars and thirty cents (\$6,424.30); and

WHEREAS the Villages have determined additional services will be needed from Stanley Consultants, Inc., and have negotiated a second amendment to the Stanley Agreement (Amendment #2); and

WHEREAS, pursuant to Amendment #2, Stanley Consultants, Inc. will provide additional engineering and technical services as requested from time-to-time, in support of the Villages' efforts to procure an alternate source of water supply;

WHEREAS, Amendment #2 will authorize payments to Stanley Consultants, Inc. in an amount not to exceed twenty-five thousand dollars (\$25,000) which will be billed to and paid by the Village of Niles and the Village of Morton Grove equally. This amount includes services performed to date by Stanley Consultants, Inc. which were outside the scope of Amendment #1; and

WHEREAS, the Village Administrator of the Village of Morton Grove requested and Stanley Consultants Inc. has performed additional analysis to evaluate water supply alternatives for Morton Grove only (i.e., not for the Village of Niles) which was outside the scope of Amendment #1. The billed amount to date for these services is six thousand three hundred sixty-six dollars and ninety-four cents (\$6,366.94); and

WHEREAS, the Village Administrator believes it is the interest of the Village of Morton Grove for Stanley Consultants, Inc. to provide additional services related to the Alternative Water Supply Project which solely benefits the Village of Morton Grove and which is outside the scope of Amendment #2. These additional services are not expected to exceed an additional ten thousand dollars (\$10,000); and

WHEREAS, the Village Administrator recommends: (1) the Village approve Amendment #2 to the Stanley Agreement which will authorize payment for the work performed by Stanley Consultants, Inc. to date for the Villages of Morton Grove and Niles which was outside the scope of Amendment #1 and will authorize additional work benefiting both the Villages of Niles and Morton Grove for a total amount not to exceed twenty-five thousand dollars (\$25,000); and (2) the Village authorize the Village Administrator to contract for services by Stanley Consultants, Inc. solely for the benefit of Morton Grove and which will approve payment for work already performed by Stanley Consultants, Inc. to date as well as any future work which will be performed from time-to-time as requested by the Village Administrator in a total not to exceed amount of sixteen thousand five hundred dollars (\$16,500);

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 is hereby authorized to execute an amendment to the August 11, 2015, Agreement with Stanley Consultants, Inc. for consulting services relative to water supply in substantial conformity to Amendment #2 attached hereto.

SECTION 3: The Village Administrator is authorized to negotiate and enter into an agreement with Stanley Consultants, Inc. for consulting services relative to water supply for the Village of Morton Grove only for an amount not to exceed sixteen thousand five hundred dollars (\$16,500).

SECTION 4: The Village Administrator, Public Works Director, Corporation Counsel, and/or his/her designee are hereby authorized to take all steps necessary to implement said contracts.

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

Passed this 25th day of July 2016.

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

Approved by me this 25th day of July 2016.

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

Attested and Filed in my office
This 26th day of July 2016.

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

**VILLAGE OF MORTON GROVE
VILLAGE OF NILES
PROFESSIONAL SERVICES AGREEMENT
FOR JOINT WATER PROJECT**

AMENDMENT NO. 2

This Amendment No. 2 ("Amendment") is dated as of the ____ day of _____, 2016 and is by, between, and among the **VILLAGE OF MORTON GROVE**, an Illinois municipal corporation ("Morton Grove"), the **VILLAGE OF NILES**, an Illinois municipal corporation ("Niles") (Morton Grove and Niles collectively sometimes referred to as "Villages") and **STANLEY CONSULTANTS, INC.** ("Consultant") and amends that certain Professional Services Agreement for Joint Water Purchase Project dated the 11th day of August, 2015, as amended the 28th day of October, 2015 (collectively, "Agreement").

In consideration of the recitals and mutual covenants and agreements set forth in this Amendment and the Agreement, and pursuant to the Villages' statutory and home rule powers, the parties agree as follows:

Section 1. Scope of Services. Exhibit A, incorporated into the Agreement pursuant to Section 1.C, is hereby amended to include the following additional Services provisions:

Additional Water Supply Engineering Assistance.

In connection with the Villages' consideration and analysis of alternate sources of supply of Lake Michigan water, and preparation and negotiation of contracts and other documents pertaining to an alternate source of supply, the Consultant will provide engineering and technical services to, and analysis and advice in support of, the Villages' efforts to procure an alternate source of supply. Consultant shall monitor costs and inform Villages if additional funding is required to complete the requested Services.

Other Additional Services

In the event that either Village wishes to retain Consultant to perform any other services pertaining to water supply matters that are solely for the benefit of that Village, those other services shall be subject to mutual agreement by that Village and the Consultant as to scope, amount paid and schedule for completion, and shall not be part of the Agreement Amount established under this Agreement. The Village retaining Consultant for such purpose shall notify the other Village that such other work has been requested.

Section 3. Agreement Amount.

Subsection 1.D is hereby amended to add the following paragraph:

The total amount billed by the Consultant for the Additional Water Supply Engineering Assistance as defined in Exhibit A shall not exceed Twenty Five Thousand Dollars (\$25,000.00) unless said amount is increased by a future amendment. Services and fees for this assistance will be on an as-requested basis as provided in Section 2.D of the Agreement.

Section 4. Time of Performance. Section 2.C is hereby amended to include the following sentence at the end of the Section:

For the Additional Water Supply Engineering Assistance, the Consultant will conform to the schedules determined mutually by the Villages and the Consultant, and will be coordinated pursuant to Section 2.D of this Agreement.

Section 5. Assignments, Coordination; Report. Section 2.D is hereby amended in its entirety to read as follows:

Assignments; Coordination; Reporting. Assignments and tasks will be assigned to the Consultant by, and the Consultant shall regularly report to, William Balling of WRB, LLC, regarding the progress of the Services during the term of this Agreement. The Consultant will coordinate all work with William Balling of WRB, LLC.

Section 6. Scope of Amendment. Except as specifically modified by this Amendment, all the terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed on the date first above written. This amendment 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.

ATTEST:

VILLAGE OF MORTON GROVE

By: _____
Village Clerk

By: _____
Village Administrator

ATTEST:

VILLAGE OF NILES

By: _____
Village Clerk

By: _____
Village Manager

ATTEST:

STANLEY CONSULTANTS, INC.

By: _____
Lawrence E. Thomas, PE
Water/Wastewater Manager

By: _____
Anthony Mardam, PE
Vice President

#40908694_v6

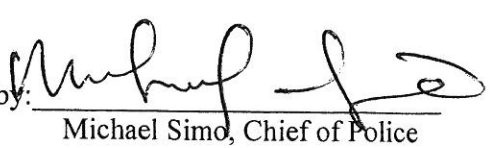
Legislative Summary

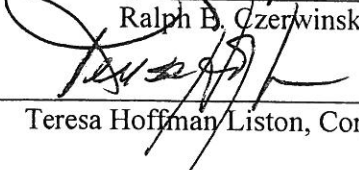
Resolution 16-49

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE VILLAGE OF GLENVIEW, THE VILLAGE OF NILES, AND THE VILLAGE OF MORTON GROVE FOR PUBLIC SAFETY COMMUNICATIONS SERVICES

Introduced:	July 25, 2016
Purpose:	To authorize an Intergovernmental Agreement which will allow for a public safety communications services contract between the Villages of Glenview, Niles and Morton Grove to run from 2017 to 2022 with a five year extension clause.
Background:	In 2012, pursuant to Resolution 12-71, the Village entered into a five-year agreement with the Village of Glenview for police dispatching services for all 911 and 10-digit emergency calls. These calls are currently being routed through the Glenview Public Safety Dispatch Center. The Village of Morton Grove has received excellent quality dispatching services during this time as well as cost savings compared to its previous dispatch service provider. Since the current contract expires on December 31, 2017, staff initiated discussions with the Village of Glenview and Niles to extend the dispatch service contract through December 31, 2022. As a result of those discussions, Glenview has offered a "freeze" of 2016 rates for 2017 and 2018. Starting in 2019 through 2022 rates will subsequently increase by 3% per year. Also as a result of the negotiations, the contract will now establish performance standards, require Glenview to provide general information to Morton Grove residents about public health and safety issues, allow for quarterly payments, provide a facility alarm monitoring option, and give Morton Grove the ability to review Glenview's expenses and revenues.
Programs, Departments or Groups Affected	Police, Administration and Legal Departments
Fiscal Impact:	The continued cost of services at the 2016 rate through December 31, 2018, with a cost increase of 3% for 2019, 2020, 2021, and 2022. There will also be a savings of \$65,000 for the 2017 fiscal year.
Source of Funds:	General Fund 203014-557151 and Special Revenue 703037-557151
Workload Impact:	Village staff, as part of their normal work activities will perform the management and implementation of this agreement.
Admin Recommendation:	Approval as presented.
Second Reading:	Not required.
Special Considerations or Requirements:	None.

Respectfully Submitted by: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Michael Simo, Chief of Police

Prepared by: 
Teresa Hoffman Liston, Corporation Counsel

RESOLUTION 16-49

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BY AND AMONG THE VILLAGE OF GLENVIEW, THE VILLAGE OF NILES, AND THE VILLAGE OF MORTON GROVE FOR PUBLIC SAFETY COMMUNICATIONS 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, purchase, and incur debt; and

WHEREAS, the Village of Morton Grove is continually evaluating services and operations to determine relevancy, efficiency, and the most cost effective means of service delivery; and

WHEREAS, in 2012, pursuant to Resolution 12-71, the Village entered into a five-year contractual agreement with the Village of Glenview for police dispatching services for all 911 and 10 digit emergency calls through the Glenview Public Safety Dispatch Center (GPSDC); and

WHEREAS, throughout the duration of this agreement the Village has received excellent quality dispatching services and has experienced overall cost savings compared to its previous dispatch service provider; and

WHEREAS, it is therefore in the best interest of the Village to extend its contract with the Village of Glenview when the current contract expires on December 31, 2017; and

WHEREAS, earlier this year, the Village Administrator initiated discussions with Glenview and Niles to extend its dispatch service contract through December 31, 2022; and

WHEREAS, as a result of those discussions, Glenview offered to “freeze” its 2016 rates for two years, resulting in a cost savings to the Village of Morton Grove for 2017 and 2018 resulting in a savings to the Village of Morton Grove for 2017 alone (as compared to its current contract) of \$65,000.00; and

WHEREAS, the contract rate from 2019 through 2022 would then increase by 3% per year; and

WHEREAS, the new contract will also include newly negotiated terms which establish performance standards; require Glenview to provide general information to Morton Grove residents about public health and safety issues; allow for quarterly payments; provide a facility alarm monitoring option; and give the Village the ability to review Glenview’s expenses and revenues; and

WHEREAS, the Village Administrator recommends the Corporate Authorities approve an Intergovernmental Agreement by and among the Villages of Glenview, Niles, and Morton Grove for dispatching services for the period from January 1, 2017 through December 31, 2022.

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 of Morton Grove approves the Intergovernmental Agreement by and among the Villages of Glenview, Niles, and Morton Grove, a copy of which is attached hereto as Exhibit "A" for a six-year agreement for police dispatching services, with an additional provision for a five-year extension of services.

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

PASSED this 25th day of July 2016.

Trustee Grear

Trustee Minx

Trustee Pietron

Trustee Ramos

Trustee Thill

Trustee Witko

APPROVED BY ME THIS 25th DAY OF JULY 2016

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

ATTESTED and FILED in my office
This 25th DAY of JULY 2016

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

Legislative Summary

Resolution 16-50

AUTHORIZING THE EXECUTION OF A PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN THE VILLAGE OF MORTON GROVE AND TRUE NORTH CONSULTANTS, INC. FOR PLAN REVIEW, CODE ENFORCEMENT AND INSPECTIONAL SERVICES

Introduced:	July 25, 2016
Purpose:	To authorize the Village Administrator to negotiate and execute a contract with True North Consultants, Inc. for additional environmental services at 6415 Dempster Street, and portions of Narragansett Avenue and Hennings Court to assess and potentially reduce remediation costs associated with the proposed storm sewer infrastructure improvement project for Sites I and J.
Background:	The Lehigh/Ferris Framework Plan, adopted in 2008, identified Sites I and J (parcels bounded by the river/railroad, Dempster Street, Ferris Avenue, and Hennings Court) as priority development sites. In order to facilitate future redevelopment of these sites, the Metropolitan Water Reclamation District (MWRD) requires a separate storm sewer system to service new development in this area. On January 25, 2016, the Board approved a resolution authorizing the Village to enter into a contract with Ciorba Group to design this storm sewer system (Resolution 16-05). The proposed route for the sewer system traverses the 6415 Dempster property. Earlier this year, True North Consultants, Inc. was engaged by the Village to complete Phase II Environmental Assessments for 6415 Dempster, 8721 Narragansett, 8733 Narragansett, and 8720 Ferris. The Phase II Environmental Assessment for the 6415 Dempster site indicated some levels of contamination were present. True North has provided a proposal for additional testing for this site in order to better assess and potentially reduce overall remediation costs. Based on True North's familiarity with the site and the satisfactory performance of their previous work for the Village, staff recommends True North be engaged for this additional work. With the current proposal, the total compensation paid to True North in 2016 will exceed \$20,000; as such, Village Board approval is required.
Programs, Depts or Groups Affected:	The Community and Economic Development; Engineering/Public Works
Fiscal Impact:	\$15,000
Source of Funds:	Lehigh Ferris TIF "Professional Services" #15-10-79-55-2110; \$152,400.00 in approved budget
Workload Impact:	Agreement management will be performed by the Community and Economic Development Director and the Village Engineer as part of normal work activities.
Admin Recommend:	Approval as presented.
Second Reading:	Not Required
Special Consider. or Requirements:	None

Respectfully submitted: 
Ralph E. Czerwinski, Village Administrator

Reviewed by: 
Teresa Hoffman Liston, Corporation Counsel

Prepared by: 
Nancy Radzevich, Community and Econ Development Director