



**VILLAGE BOARD OF TRUSTEES
REGULAR MEETING NOTICE/AGENDA
August 27, 2024 - 6:00 PM**

**RICHARD T. FLICKINGER MUNICIPAL CENTER, COUNCIL CHAMBERS
6101 CAPULINA AVENUE, MORTON GROVE, IL 60053**

In accordance with the Illinois Open Meetings Act, all Village Board and Commission meetings are open to the public. This meeting can be viewed remotely via the live stream link found at: www.mortongroveil.org/stream. (If an Executive Session is placed on the agenda, the meeting shall commence at 6:00 pm and the time between 6:00 pm and 7:00 pm shall be used for the Executive Session per 1-5-7:A 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. Approval of Minutes** – Regular Meeting – August 13, 2024, Part One
Regular Meeting – August 13, 2024, Part Two
- 4. Special Reports** – None
- 5. Public Hearings** – None
- 6. Plan Commission Reports** – None
- 7. Residents’ Comments (agenda items only)**
- 8. President’s Report** – *Administration, Council of Mayors, Northwest Municipal Conference, Strategic Plan Committee*
- 9. Clerk’s Report** – *Family and Senior Services, Advisory Commission on Aging, Chamber of Commerce, Condominium Association*
- 10. Staff Report**
 - a. Village Administrator**
 - 1) **Ordinance 24-14** (*Introduced August 13, 2024*) (*Second Reading*): Amending Title 4, Chapter 6D, entitled “Liquor Control”, Section 14 entitled “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise”

- 2) **Ordinance 24-15** (*Introduced August 27, 2024*) (*First Reading*): Amending Title 1 Chapter 11 Section 4 entitled “Fees for Specific Permits, Licenses, Certificates, and Services” and Title 10 Chapter 1 Section 8 entitled "Permit and Related Fees and Deposits” of the Municipal Code of the Village of Morton Grove to Update the Fees for Consulting Engineering Services and Third-Party Plan Reviews

b. **Corporation Counsel**

11. Reports by Trustees

- a. **Trustee Khan** – *Finance Department, Appearance Commission, Lehigh/Ferris TIF (Trustee Travis)*
- b. **Trustee Minx** – *Fire Department, Fire Pension Board, Fire and Police Commission, Special Events Commission, RED Center, NIPSTA (Trustee Thill)*
 - 1) **Resolution 24-47:** Authorizing the Execution of an Agreement with the Illinois Department of Healthcare and Family Services
- c. **Trustee Shiba** – *Building Department, Environment & Natural Resources Commission, Legal Department, IT Department Sawmill Station TIF (Trustee Witko)*
- d. **Trustee Thill** – *Public Works Department, SWANCC (Solid Waste Agency of Northern Cook County), MG-Niles Water Commission, Traffic Safety Commission (Trustee Minx)*
 - 1) **Resolution 24-48:** Authorizing the Village Administrator to Issue Contract Change Orders for Austin Avenue Improvements (MFT Section 12-00106-00-PV)
 - 2) **Resolution 24-49:** Authorizing the Purchase of a New 2024 Dynapac Vibratory Roller from Casey Equipment Company, Inc.
 - 3) **Resolution 24-50:** Authorizing a Contract with Efraim Carlson & Son, Inc., for Construction of the Morton Grove Metra Station & Site Improvements
- e. **Trustee Travis** – *Police Department, Police Pension Board, Fire & Police Commission, Community Relations Commission, (Trustee Khan)*
- f. **Trustee Witko** – *Community & Economic Development Department, Economic Development Commission, Plan Commission/ Zoning Board Lincoln/Lehigh TIF (Trustee Shiba)*
 - 1) **Resolution 24-51:** Authorizing Application for and Execution of a Technical Assistance Agreement with the Regional Transportation Authority to Develop a Dempster Street Corridor Plan in the Village of Morton Grove
 - 2) **Resolution 24-52:** Authorizing An Intergovernmental Agreement with Cook County for the Award of 2024 Invest in Cook Program Funds
 - 3) **Resolution 24-53:** Establishing a Moratorium on Processing Applications for Zoning Variations, Special Uses, Planned Use Developments, and Vacations for

Non-Sales Tax Generating Uses along The Dempster Street Corridor Plan Study
Area

12. Other Business

13. Presentation of Warrants: \$1,377,905.08

14. Residents' Comments

15. Adjournment

**MINUTES OF THE AUGUST 13, 2024
REGULAR MEETING OF THE BOARD OF TRUSTEES
RICHARD T. FLICKINGER CENTER 6101 CAPULINA
MORTON GROVE, ILLINOIS 60053
PART ONE**

Pursuant to proper notice in accordance with the Open Meetings Act, the special meeting was called to order at 6:03 p.m. by Mayor Daniel P. DiMaria who led the assemblage in the pledge of allegiance. Clerk Eileen Scanlon Harford called the roll. In attendance were:

Elected Mayor Daniel P. DiMaria, Clerk Eileen Scanlon Harford Trustees Janine Witko, John Thill, Rita
Officials: Minx, Saba Khan, and Ashur Shiba (arrived at 6:45pm)
Absent:

Village Staff : Village Administrator Charles L. Meyer, Assistant Village Administrator Zoe Heidorn, Assistant
 to the Village Administrator Tom Friel (telephonically), Director of Public Works, Mike Lukich
 and Corporation Counsel Teresa Hoffman Liston

Guests: Special Counsel Robert Smith

At the request of Mayor DiMaria, Trustee Minx moved to adjourn to executive session pursuant to 5 ILCS 120/2 (c) (2) to discuss collective negotiating matters between the public body and its employees or their representatives. The motion was seconded by Trustee Witko and approved unanimously pursuant to a roll call vote at 6:04 PM.

At the conclusion of the executive session, the regular meeting recommenced at 6:51 pm.

Trustee Minx moved to adjourn the regular meeting and recommence it in the Council Chambers at 7:00pm. The motion was seconded by Trustee Khan and approved unanimously pursuant to a voice vote at 6:51 PM.

Minutes by
Eileen Scanlon Harford
Village Clerk

PASSED this 27th day of August 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 27th day of August 2024.

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

APPROVED and FILED in my office this
28th day of August 2024.

Eileen Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

**MINUTES OF A REGULAR MEETING OF THE PRESIDENT
AND THE BOARD OF TRUSTEES OF THE VILLAGE OF MORTON GROVE
RICHARD T. FLICKINGER MUNICIPAL CENTER COUNCIL CHAMBERS
AUGUST 13, 2024**

CALL TO ORDER

- I. Village President Dan DiMaria reconvened the Regular Meeting of the Village Board at 7:00 p.m. in the Council Chambers of Village Hall and led the assemblage in the Pledge of Allegiance.
- II. Village Clerk Eileen Harford called the roll. Present were Trustees Saba Khan, Rita Minx, Ashur Shiba, John Thill, Connie Travis, and Janine Witko.

III. **APPROVAL OF MINUTES**

- a. Mayor DiMaria asked for a motion to approve the Minutes of the Regular Meeting of July 23, 2024 Village Board Meeting as presented. Trustee Minx so moved, seconded by Trustee Witko. **Motion passed via voice vote with 6 ayes, 0 nays.**
- b. Mayor DiMaria then asked for a motion to approve the Minutes of the Special Meeting of the Village Board, which had taken place on August 3, 2024. Trustee Minx so moved, seconded by Trustee Witko. **Motion passed via voice vote with 6 ayes, 0 nays.**

IV. **SPECIAL REPORTS**

NONE

V. **PUBLIC HEARINGS**

NONE

VI. **PLAN COMMISSION REPORTS**

NONE

VII. **RESIDENTS' COMMENTS (AGENDA ITEMS ONLY)**

NONE

VIII.

PRESIDENT'S REPORT

1. Mayor DiMaria announced that, this week, the Village started making improvements to the green space south of Lincoln Avenue at Ferris Avenue to create Gateway Plaza. The project includes a public plaza, bicycle parking racks, planting beds, and commemorative bricks donated by the community. The construction project will impact the sidewalk and parking on the south side of Lincoln Avenue in this area for one week, and total project should be completed by the end of October.
2. Mayor DiMaria noted that, National Night Out, held on Tuesday, August 6, from 5:30 to 8:30pm, was a very successful event in spite of the weather, which wasn't that nice. Quite a few people attended. National Night Out is a free event to enhance the relationship between residents and law enforcement while fostering a greater sense of community.
3. Mayor DiMaria encouraged everyone to stay up-to-date on the latest Village events and news by signing up for E-News and following the Village on Facebook and Instagram.

IX.

CLERK'S REPORT

Clerk Harford had no formal report this evening.

X.

STAFF REPORTSA. Village Administrator:

1. Mr. Meyer presented for a first reading **Ordinance 24-14, Amending Title 4, Chapter 6D Entitled "Liquor Control," and Section 14 Entitled "Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise."**
 - a. Mr. Meyer said this Ordinance will increase the maximum income received by the licensee from video gaming to fifty percent (50%) from its current thirty percent (30%). The second reading of this Ordinance will be at the August 27, 2024 Board Meeting.
2. Mr. Meyer reminded the assemblage that 2024-2025 vehicle stickers must be displayed by September 1, 2024. Owners of vehicles registered in the State of Illinois to a Morton Grove address must purchase a Morton Grove vehicle sticker. If you have received a vehicle sticker application for a car you no longer own, you must let the Village know by completing and returning the form. Call 847-965-4100 or visit Village Hall for assistance.

X. **STAFF REPORTS** (continued)

B. Corporation Counsel:

Corporation Counsel Liston had no formal report this evening.

XI. **TRUSTEES' REPORTS**

A. Trustee Khan:

1. Trustee Khan presented **Resolution 24-43, Appointing the Village’s Delegate and Alternate Delegate to the Illinois Risk Management Agency Board of Directors.**

a. She explained that the Village is a member of the Illinois Risk Management Agency (“IRMA”). Each IRMA member must select one delegate and one alternate delegate to the IRMA Board of Directors. This Resolution will appoint Village Administrator Charles L. Meyer as its delegate and Finance Director Hanna Sullivan as its alternate delegate to the IRMA Board of Directors.

Trustee Khan moved to approve Resolution 24-43, seconded by Trustee Travis.

b. Trustee Thill asked, “What exactly is the Board voting on?” Mr. Meyer responded, noting that this Resolution gives Morton Grove a voice in the consortium, a seat at the table. Being a part of this consortium lets us pool our resources, and that will give us better rates for worker’s comp and other liabilities.

Trustee Thill said, “So IRMA operates like SWANCC?” Mr. Meyer said, “That’s a great analogy.”

Mayor DiMaria called for the vote on Resolution 24-43.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

B. Trustee Minx:

Trustee Minx had no formal report this evening, but wanted to point out that the Morton Grove Fire Department’s Open House is Saturday, September 7, from 11am to 2pm at 6250 Lincoln Avenue. Residents will get a chance to get up close to the equipment and try using the fire hose and fire extinguishers. Trustee Minx said it was well attended last year. It was a lot of fun plus very educational!

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

C. Trustee Shiba:

Trustee Shiba reminded everyone that the 2024 Sustainability Expo is set for Saturday, September 14, from 10:00am to 1:00pm at the Morton Grove Civic Center. The Village currently has 30 exhibitors, including Amazon Fresh, our local grocery store, Go Green Morton Grove, a local group of residents dedicated to environmental initiatives, and Ride Illinois, which provides bicycle education. Please visit www.mortongroveil.org to see the full list of exhibitors.

D. Trustee Thill:

1. Trustee Thill presented **Resolution 24-44, Authorizing a Contract Change Order With Superb Steel, Inc. for the Fire Station #5 Facility Renovations**

- a. Resolution 24-14 authorized a contract with Superb Steel, Inc. for the Fire Station #5 Facility Renovations at 8954 Shermer Road in an amount not to exceed \$174,980. The project was required to repair and renovate the facility due to prolonger normal wear, age of the facility, and loss in operational efficiency.
- b. Village staff determined improvements in addition to the approved contract design were required to facilitate unknown existing conditions and long-term maintenance of the facility. Six construction modifications to the bid design specifications were completed for a total amount of \$41,497. The project cost with the addition of the proposed change order is \$216,477. The 2024 Adopted Budget allocated \$250,000 for this project.

Trustee Thill moved to approve Resolution 24-44, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

2. Next, Trustee Thill presented **Resolution 24-45, Authorizing a Contract With Hayes Commercial, LLC for the Annual Heating, Ventilation, and Air Conditioning (HVAC) Maintenance and Repair Program.**

- a. The Public Works Department advertised the invitation to bid for the HVAC Maintenance Project on the Village’s website on June 25, 2024. Twenty-one (21) contractors or suppliers obtained the bid materials, of which four (4) sealed bids were received, publicly opened, and verified as to their qualifications and availability. The lowest responsible bidder was determined to be Hayes Commercial of Chicago, IL, in the amount not to exceed \$27,512. Funding for this project is included in the 2024 Adopted Budget.

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

D. Trustee Thill: (continued)

This Resolution will authorize the Village Administrator to execute a contract with Hayes Commercial LLC of Chicago, IL, for the annual HVAC Maintenance and Repair Program. Further, the Village Administrator is authorized to extend this contract in 2025 and 2026 with Hayes Commercial LLC, after a performance review by the Public Works Facilities Division.

Trustee Thill moved to approve Resolution 24-45, seconded by Trustee Minx.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

3. Trustee Thill then brought forward **Resolution 24-46, Authorizing an Agreement Between the Village of Morton Grove and IMS Infrastructure Management Services for the 2024 Roadway Pavement Construction Survey.**

- a. The Public Works Department has initiated development of a five-year Capital Improvement Program (CIP) and infrastructure budget planning process. A component of the CIP development and planning process is the comprehensive testing of the asphalt and concrete roadways and alleys within the Village. This Pavement Management Program will facilitate the development of the future infrastructure planning and budget process. The technical data from this pavement assessment will be utilized to formulate and identify the appropriate lifecycle criteria to apply to the Village’s pavement resurfacing and replacement schedule as part of the CIP.
- b. The Village and other neighboring communities (Village of Glenview and Village of Kenilworth) joined through the Municipal Partnering Initiative (MPI) to conduct street pavement evaluations services and have negotiated and received consortium-discounted pricing for fiscal year (FY) 2024. The services, pursuant to the terms of the Agreement, are provided using a unit-price basis and charges invoiced to the Village for the testing of actual sections, software maintenance, and training performed in the amount of \$40,569.50 with optional Right of Way (ROW) signage inventory for \$4,984.00, for a total not-to-exceed amount of \$45,553.50. The roadway evaluation is proposed to begin in Fall 2024.

Trustee Thill moved, seconded by Trustee Witko, to approve Resolution 24-46.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

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

D. Trustee Thill: (continued)

4. Trustee Thill asked Police Chief Mike Simo to estimate the attendance at this year's National Night Out. Chief Simo thought about 1,300 people showed up.
5. Trustee Thill announced that, in coordination with State Senator Ram Villivalam, State Reps Kevin Olickal and Mike Kelly, Cook County Commissioner Josina Morita, and the Morton Grove Park District, the Village will be participating in a community Touch-a-Truck event on Tuesday, September 10, from 5pm to 7pm at the Morton Grove Civic Center, 6140 Dempster. He encouraged everyone to come out and see some of the Village's fleet! Trustee Thill commented that it's great that the Village has so many family-oriented events.

E. Trustee Travis:

1. Trustee Travis gave a Community Relations report. She said, regarding the Adopt-A-Planter Summer Program, that all the planters are blooming. She gave special thanks to the program's volunteers, and reminded them to visit their planters regularly, and to let the Village know if they have any questions or concerns.
2. Also, the Summer Photo Contest opened on May 27 and ends on Labor Day. The theme is "Summer in Morton Grove." More information can be found on the Village's website.
3. Block Party Kits are available on the Village's website. They include everything you need to plan and host a successful block party.

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

F. Trustee Witko:

Trustee Witko had no formal report this evening.

XIII. **OTHER BUSINESS**

Trustee Thill asked residents who have new trees planted in their parkway to please give them about 10 gallons of water or so every other week. They need it!

Trustee Shiba gave a shout-out to Chief Simo and the MGPD. He said he was observing the "play catch with a cop" event earlier today and the kids were having a super time

XIV.

WARRANTS

Trustee Khan presented the Warrant Register for August 13, 2024 in the amount of \$409,965.23. She moved to approve the Warrants as presented, seconded by Trustee Thill.

Motion passed: 6 ayes, 0 nays.

Tr. Khan	<u>aye</u>	Tr. Minx	<u>aye</u>	Tr. Shiba	<u>aye</u>
Tr. Thill	<u>aye</u>	Tr. Travis	<u>aye</u>	Tr. Witko	<u>aye</u>

XV.

RESIDENTS' COMMENTS

Rudy Vilk was at the podium and was asked by Mayor DiMaria if he was going to be saying anything new tonight or just his normal diatribe about how the Village staff and Village Board are lacking. Mr. Vilk was silent.

Mayor DiMaria then asked for a motion to adjourn the meeting.

XV.

ADJOURNMENT

Trustee Minx moved to adjourn the meeting, seconded by Trustee Khan. **Motion passed unanimously via voice vote.**

The meeting adjourned at 7:16 p.m.

PASSED this 27th day of August 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

APPROVED by me this 27th day of August 2024.

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

APPROVED and FILED in my office this 28th day of August 2024.

Eileen Harford, Village Clerk
Village of Morton Grove, Cook County, Illinois

Minutes by Teresa Cousar

Legislative Summary

Ordinance 24-14

**AMENDING TITLE 4, CHAPTER 6D, ENTITLED “LIQUOR CONTROL”, SECTION 14 ENTITLED
“REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS ON THE
LICENSED PREMISE”**

Introduction:	August 13, 2024
Purpose:	To amend the requirement of Section 4-6D-14 of the Municipal Code to increase the maximum income received by the licensee from video gaming to fifty percent (50%) of the establishment's gross revenue.
Background:	On May 28, 2024, the Village Board of Trustees approved Ordinance 24-07 amending Section 4-2-1, “Definitions,” Section 4-6D-8, “License Classifications and Fees,” and Section 4-6D-14, “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise,” and establishing new regulation for video gaming licensed premises limiting the percentage of gross income received by the licensee from video gaming, except for Class N licensed premises, to no more than thirty percent (30%) of the establishment’s gross revenue. Reputable establishments holding liquor licenses which allow for video gaming have notified the Village that they will have difficulty meeting the requirement for video gaming income to be no more than thirty percent (30%) of the establishment’s gross revenue. Based on these concerns and a review of past revenue data for video gaming establishments, Village staff recommends that Section 4-6D-14, “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise,” is amended to increase the maximum percentage of income received by the licensee from video gaming from thirty percent (30%) to fifty percent (50%) to provide greater flexibility to existing and future businesses, thereby ensuring their ongoing compliance and success, while maintaining control to ensure video gaming is not the business’ primary revenue source. This ordinance will approve the recommended amendment.
Programs, Departments, or Groups Affected	Administration
Fiscal Impact:	N/A
Source of Funds:	N/A
Workload Impact:	The amendment will be implemented and supervised by staff as part of their normal work activities.
Administrative Recommendation:	Approval as presented
Second Reading:	August 27, 2024
Special Considerations or Requirements:	None

ORDINANCE 24-14

AMENDING TITLE 4, CHAPTER 6D, ENTITLED “LIQUOR CONTROL”, SECTION 14 ENTITLED “REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS ON THE LICENSED PREMISE”

WHEREAS, the Village of Morton Grove (the “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, the Village has a policy of regularly reviewing and revising its Municipal Code, as necessary, to ensure the provisions of the Code remain compliant with contemporary statutes, relevant to the current operations and requirements within the Village, and in keeping with the goals and objectives of the Village’s adopted plans; and

WHEREAS, on May 28, 2024, the Village Board of Trustees approved Ordinance 24-07 amending Section 4-2-1, “Definitions,” Section 4-6D-8, “License Classifications and Fees,” and Section 4-6D-14, “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise,” and establishing new regulation for video gaming licensed premises limiting the percentage of gross income received by the licensee from video gaming, except for Class N licensed premises, to no more than thirty percent (30%) of the establishment’s gross revenue; and

WHEREAS, Village staff has found in additional review and enforcement of the new regulation as it applies to existing video gaming establishments that the thirty percent (30%) maximum on video gaming revenue will cause existing reputable establishments failure to remain Code-compliant on an ongoing basis; and

WHEREAS, Village staff has recommended modification to Section 4-6D-14, “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise,” to clarify calculation and increase the maximum percentage of income received by the licensee from video gaming from thirty percent (30%) to fifty percent (50%) to provide greater flexibility to existing and future businesses, thereby ensuring their ongoing compliance and success, while maintaining control to ensure video gaming is not a dominant revenue source; and

WHEREAS, the proposed amendment is in the Village’s best interest.

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

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

SECTION 2: Title 4, Chapter 6D, Section 14 entitled “Regulations for Licensees Operating Video Gaming Terminals on the Licensed Premise” of the Municipal Code of the Village of Morton Grove is hereby amended to read as follows:

4-6D-14: REGULATIONS FOR LICENSEES OPERATING VIDEO GAMING TERMINALS ON THE LICENSED PREMISE

- C. Effective January 1, 2025, except for Class N licensed premises, the percentage of income received by the licensee from video gaming shall not exceed fifty ~~thirty~~ percent (53~~30~~%) of the establishment's gross revenue for the preceding year. Income received by the licensee from video gaming shall only include video gaming net terminal income received by the licensed establishment and not taxes paid or terminal operator profits. Gross revenue shall include income received by the licensee from video gaming and all revenues from all other sources collected by the licensed establishment at the licensed premises. The licensee shall, upon written request submit documentation showing to the Village to verify that it meets this this revenue requirement including, but not be limited to, audited financial statements, corporate financial reports, tax return information, state liquor license reports, or any other form of information deemed acceptable by the Village. At the Village's discretion, the licensed establishment shall be subject to an annual audit to verify compliance with this section.

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, and the passage and approval of a resolution authorizing a legacy restaurant assistance program.

Passed this 27th day of August 2024

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Travis _____
Trustee Thill _____
Trustee Witko _____

Approved by me this 27th day of August 2024

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

Attested and Filed in my office this
28th day of August 2024

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

Legislative Summary

Ordinance 24-15

**AMENDING TITLE 1 CHAPTER 11 SECTION 4 ENTITLED
“FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” AND TITLE 10
CHAPTER 1 SECTION 8 ENTITLED “PERMIT AND RELATED FEES AND DEPOSITS” OF THE
MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE TO UPDATE THE FEES FOR
CONSULTING ENGINEERING SERVICES AND
THIRD-PARTY PLAN REVIEWS”**

Introduced:	August 27, 2024
Purpose:	To amend Title 1 Chapter 11 of the Morton Grove Municipal Code to update the fee schedule for fees relating to consulting engineer services and third-party plan reviews.
Background:	On June 22, 2020, pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees” to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code so that it could be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process. In reviewing practices, it was found that the Village was not capturing the full extent of fees associated with engineering reviews for third parties and for consulting engineers. To ensure that the Village is made whole on these costs, the proposed modification to the fee schedule will help address anticipated costs for these types of plan reviews.
Programs, Departments or Groups Affected	Administration, Building, Public Works, and Finance
Fiscal Impact:	Would require a deposit for applicants to ensure that Village expenses related to engineering services are recouped.
Source of Funds:	N/A
Workload Impact:	Staff will implement these revisions as part of its normal duties
Administrator Recommendation:	Approval as presented.
Second Reading:	September 10, 2024
Special Considerations or Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Prepared by: Chuck Meyer, Village Administrator

ORDINANCE 24-15
AMENDING TITLE 1 CHAPTER 11 SECTION 4 ENTITLED
“FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES” AND
TITLE 10 CHAPTER 1 SECTION 8 ENTITLED "PERMIT AND RELATED FEES AND
DEPOSITS” OF THE MUNICIPAL CODE OF THE VILLAGE OF MORTON GROVE TO
UPDATE THE FEES FOR CONSULTING ENGINEERING SERVICES AND
THIRD-PARTY PLAN REVIEWS”

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, and 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, on June 22, 2020, pursuant to Ordinance 20-12, the Village Board amended Title 1 of the Village Code to add a new Chapter 11 entitled “Fees”.

WHEREAS, the intent of Ordinance 20-12 was to provide a comprehensive fee schedule for various licenses, permits, and services authorized by the Code set forth in one location of the Village Code so that it could be easily referenced by the public and annually reviewed by Village staff as part of the annual budget process; and

WHEREAS, a review of Village fees has disclosed that the fees related to consulting engineering services and third-party plan reviews are insufficient to address the Village’s costs for these services; and

WHEREAS, it is necessary to amend Sections 1-11-4 and 10-1-8 of the Village Code to update the fees related to the associated costs of engineering services.

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

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

SECTION 2: Title 1, Chapter 11, Section 4, entitled “FEES FOR SPECIFIC PERMITS, LICENSES, CERTIFICATES, AND SERVICES,” of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

- A. A new row in the fee schedule pertaining to Title 10, Chapter 1, Section 8, Subsection C is hereby inserted to read as follows:

Code Section	Description	Fee	Unit or Description
10-1-8:C	Deposit at Permit application for Permits requiring architectural plans	\$500	Each
<u>10-1-8:C</u>	<u>Deposit at Permit application for Permits requiring engineering plans</u>	<u>Greater of \$500 or Cost Estimate of Village Administrator or their designee</u>	

SECTION 3: Title 10, Chapter 1, Section 8, entitled “PERMIT AND RELATED FEES AND DEPOSITS,” Subsection C, of the Municipal Code of the Village of Morton Grove is hereby amended as follows:

C. Payment Due.

1. Unless set forth otherwise in this Code, permit and related fees shall be paid by the applicant or permit holder at the time the permit is issued.
2. If architectural or engineering plans are required for permit review a deposit as set forth in Title 1 Chapter 11 of this Code shall be paid at the time the application is submitted.
3. Unless set forth otherwise in this Code, fees for consulting, engineering, inspections, and other third-party inspection services as set forth in Title 1 Chapter 11 of this Code shall be paid by the applicant or permit holder as determined by the Building Commissioner or designee.
4. Fees for unissued permits and related plan review, inspection and other fees associated with said unissued permit shall be paid 30 days after the application is rejected, withdrawn, or deemed abandoned by the Building Commissioner or designee.

SECTION 4: 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 5: In the event this ordinance or any Code amendment herein conflicts 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 6: 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 10th day of September 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Travis _____
Trustee Thill _____
Trustee Witko _____

Approved by me this 10th day of September 2024.

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

Attested and Filed in my office this
11th day of September 2024.

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

Legislative Summary

Resolution 24-47

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

Introduced:	August 27, 2024
Purpose:	To authorize the Village Administrator to execute an agreement with the Illinois Department of Healthcare and Family Services in connection with supplemental ambulance rates.
Background:	GEMT, or Ground Emergency Medical Transport, is a supplemental federal funding program that allows Illinois local governments that perform emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports. Currently, the State reimburses municipalities a set amount for Medicaid transports, regardless of the actual cost of providing those services. Pursuant to GEMT, the federal government will pay the State the difference between the set amount and the actual costs incurred for the Medicaid transports. Once the State receives the funds from the federal government, it will reimburse the Village for a portion of the funds received. This Resolution will approve an intergovernmental agreement (IGA) between the Village of Morton Grove and the Illinois Department of Healthcare and Family Services (HFS) to establish supplemental ambulance rates. The IGA will affirm the rates HFS will pay the Village for covered services for members of the public enrolled in medical programs through HFS.
Departments Affected	Fire Department
Fiscal Impact:	None
Source of Funds:	Cook County Invest in Cook Program. Reimbursement rates are still being calculated and should be available by October.
Workload Impact:	There is no workload impact. The IGA sets supplemental rates for work already performed by the Fire Department.
Administrator Recommendation:	Approval as presented
Second Reading:	September 10, 2024
Special Considerations or Requirements:	None

Submitted by: Charles L Meyer, Village Administrator
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Ralph Ensign, Fire Chief
Prepared by: Charles L Meyer, Village Administrator

RESOLUTION 24-47

AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY 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, Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 et seq. (the “Public Aid Code”), authorizes the Illinois Department of Healthcare and Family Services (“HFS”) to make payments to units of local governments including the Village pursuant to an approved rate calculation for providing ambulances services for persons who are receiving Medicaid benefits; and

WHEREAS, GEMT or Ground Emergency Medical Transport, is a supplemental federal funding program that allows Illinois local governments that perform emergency medical transports for Medicaid patients to submit for additional reimbursement for unrecovered costs associated with those transports. Currently, the State reimburses municipalities a set amount for Medicaid transports, regardless of the actual cost of providing those services. Pursuant to GEMT, the federal government will pay the State the difference between the set amount and the actual costs incurred for the Medicaid transports. Once the State receives the funds from the federal government, it will reimburse the Village approximately fifty percent (50%) of the funds received; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions, or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the federal government and the State of Illinois have negotiated an Intergovernmental Agreement amending how the certain Medical Program funds are shared with municipalities through the GEMT Program which must be approved and authorized by the Village in order for the Village to receive payments from HFS for providing GEMT services for persons receiving Medicaid benefits. A copy of this Agreement is attached to this Resolution as “Exhibit A”; and

WHEREAS, the Village Administrator and Fire Chief have recommended the Corporate Authorities approve this Agreement and authorize the Village Administrator to execute it on behalf of 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 Corporate Authorities approve and authorize an agreement between the Village and HFS in substantial conformity with Exhibit A.

SECTION 3: The Village Administrator or his designee is hereby authorized to finalize and execute an intergovernmental agreement with HFS that substantially conforms to the draft agreement in “Exhibit A”.

SECTION 4: The Village Administrator and his designees are authorized to take all steps necessary to implement the Agreement

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

Passed this 27th day of August 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Travis _____
Trustee Thill _____
Trustee Witko _____

Approved by me this 27th day of August 2024.

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

Attested and Filed in my office this
28th day of August 2024.

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

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES
AND**

2025

The Illinois Department of Healthcare and Family Services (the “Department” or “HFS”) and _____, (Local Government) pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.* (the “IGA Act”), hereby enter into this Intergovernmental Agreement (the “Agreement”) in connection with supplemental ambulance rates. HFS and the Local Government are collectively referred to herein as “Parties” or individually as a “Party.”

**ARTICLE I
INTRODUCTION**

1.01 Background. Article XII of the Illinois Public Aid Code, 305 ILCS 5/5 *et seq.* (the “Public Aid Code”), authorizes the Department to make use of, aid and co-operate with State and local governmental agencies, and the IGA Act provides for cooperation between units of government. Local Government operates an emergency ambulance service (Provider) that is enrolled in the Medical Programs (as defined below) and provides Covered Ambulance Services (as defined below) to individuals eligible for benefits under the Medical Programs (as defined below); however, the costs of providing the referenced services is not covered by the fee schedule pursuant to which the Department and its agents pay for such services.

1.02 Purpose. In order to provide greater cost coverage to Provider for Covered Ambulance Services, the Parties enter into this Agreement.

1.03 Definitions

- (a) Agent means Managed Care Organizations and Administrative Services Organizations.
- (b) ALS means Advanced Life Support billed under CPT Code A0427.
- (c) BLS means Basic Life Support billed under CPT Code A0429.
- (d) Base Rate means the fee-schedule rate for Provider on the Department’s rate sheet for the Provider as of September 30, 2019.
- (e) Covered Ambulance Services or Services means all ALS and BLS emergency ground ambulance services trips reimbursable under the Illinois Medicaid state plan, provided to beneficiaries of Medical Programs, and does not include mileage or oxygen.
- (f) Interim Rate means the payments to Provider for Covered Ambulance Services in addition to the Base Rate and calculated pursuant to Article III.
- (g) Medical Programs means programs administered by the Department under the Public Aid Code, the Children’s Health Insurance Program Act (215 ILCS 106/1 *et seq.*) and the Covering All Kids Health Insurance Act (215 ILCS 170/1 *et seq.*).
- (h) Quarterly Invoice means an itemized statement provided to the Local Government by the Department regarding the agreed upon transfer amount pursuant to Article II.
- (i) Rate Year means calendar year.

ARTICLE II

INTERGOVERNMENTAL AGREEMENT

Page 2 of 5

INTERGOVERNMENTAL TRANSFER

2.01 Local Government will transfer to the Department on a quarterly basis an amount equal to 50% of the total Interim Rates, as described in Article III, received by Provider from the Department and its agents for the prior quarter.

2.02 The Department will send a Quarterly Invoice to Local Government for the transfer of 50% of the supplemental payments described in Article III and transfer shall be made within 30 days after the receipt of the Quarterly Invoice by the Local Government.

ARTICLE III INTERIM RATES FOR SERVICES

3.01 Calculation. The Interim Rate will be determined as follows:

- (a) Department will calculate, using data from each Provider's most recent timely filed approved cost report, Provider's total costs for Covered Ambulance Services.
- (b) Using data from the cost report and the Department's data on Medicaid paid claims for covered ambulance services and provider's charges for those services, the Department will calculate an interim rate for ALS and BLS services that covers the cost above the Base rate for those services.

3.02 Reimbursement. The Department shall pay or cause its agents to pay Interim Rates to Provider for Covered Ambulance Services pursuant to this Article III in addition to payments made at the Provider's Base Rate. The Interim and Base Rates will be added together during claims processing and paid as a single rate.

3.03 Cost Reports. The Department will annually notify Provider of the cost report template to be used and provide instructions and a due date for submission in order for Provider to be eligible for an Interim Rate the next Rate Year.

3.04 Reconciliation. Once the Department has a cost report covering a Rate Year in which Provider received an Interim Rate, it will calculate the actual cost per trip during the Rate Year and determine whether the Interim Rate underpaid or overpaid Provider for the cost of the Services. If Provider was underpaid, the Department will make a further payment to cover costs. If Provider was overpaid, the Department will notify Provider of the net amount due to the Department, taking into account amounts already transferred to the Department pursuant to Article II.

ARTICLE IV TERM

4.01 Term. This Agreement shall commence January 1, 2025, provided Provider's Cost Report was received by the Department on or before October 1, 2024, and shall continue in subsequent years provided all program requirements are met until otherwise terminated by the Parties.

ARTICLE V TERMINATION

5.01 Termination on Notice. This Agreement may be terminated by either Party for any or no reason upon thirty (30) days' prior written notice to the other Party.

INTERGOVERNMENTAL AGREEMENT

Page 3 of 5

5.02 Termination for Cause. In the event either Party breaches this Agreement and fails to cure such breach within ten (10) days' written notice thereof from the non-breaching Party, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party.

5.03 Availability of Appropriation; Sufficiency of Funds. This Agreement is contingent upon and subject to the availability of sufficient funds. The Department may terminate or suspend this Agreement, in whole or in part, without advance notice and without penalty or further payment being required, if (i) sufficient funds for this Agreement have not been appropriated or otherwise made available to the Department by the State or the Federal funding source, (ii) the Governor or the Department reserves funds, or (iii) the Governor or the Department determines that funds will not or may not be available for payment. The Department shall provide notice, in writing, to Provider of any such funding failure and its election to terminate or suspend this Agreement as soon as practicable. Any suspension or termination pursuant to this Section will be effective upon the date of the written notice unless otherwise indicated.

ARTICLE VI MISCELLANEOUS

6.01 Renewal. This Agreement may be renewed for additional periods by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.02 Amendments. This Agreement may be modified or amended at any time during its term by mutual consent of the Parties, expressed in writing and signed by the Parties.

6.03 Applicable Law and Severability. This Agreement shall be governed in all respects by the laws of the State of Illinois. If any provision of this Agreement shall be held or deemed to be or shall in fact be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute, ordinance, rule of law or public policy, or for any reason, such circumstance shall not have the effect of rendering any other provision or provisions contained herein invalid, inoperative or unenforceable to any extent whatsoever. The invalidity of any one or more phrases, sentences, clauses, or sections contained in this Agreement shall not affect the remaining portions of this Agreement or any part thereof. In the event that this Agreement is determined to be invalid by a court of competent jurisdiction, it shall be terminated immediately.

6.04 Records Retention. The Parties shall maintain for a minimum of six (6) years from the later of the date of final payment under this Agreement, or the expiration of this Agreement, adequate books, records and supporting documents to comply with the Illinois State Records Act. If an audit, litigation or other action involving the records is begun before the end of the six-year period, the records shall be retained until all issues arising out of the action are resolved.

6.05 No Personal Liability. No member, official, director, employee or agent of either Party shall be individually or personally liable in connection with this Agreement.

6.06 Assignment; Binding Effect. This Agreement, or any portion thereof, shall not be assigned by any of the Parties without the prior written consent of the other Parties. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.

INTERGOVERNMENTAL AGREEMENT

Page 4 of 5

6.07 Precedence. In the event there is a conflict between this Agreement and any of the exhibits hereto, this Agreement shall control. In the event there is a conflict between this Agreement and relevant statute(s) or Administrative Rule(s), the relevant statute(s) or rule(s) shall control.

6.08 Entire Agreement. This Agreement constitutes the entire agreement between the Parties; no promises, terms, or conditions not recited, incorporated or referenced herein, including prior agreements or oral discussions, shall be binding upon either Party.

6.09 Notices. All written notices, requests and communications may be made by electronic mail to the e-mail addresses set forth below.

To HFS: HFS.GEMT@illinois.gov

To Local Government: _____

6.10 Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof.

6.11 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be considered to be one and the same agreement, binding on all Parties hereto, notwithstanding that all Parties are not signatories to the same counterpart. Duplicated signatures, signatures transmitted via facsimile, or signatures contained in a Portable Document Format (PDF) document shall be deemed original for all purposes.

INTERGOVERNMENTAL AGREEMENT

Page 5 of 5

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

LOCAL GOVERNMENT

SIGNATURE _____

NAME: _____

TITLE: _____

DATE: _____

ILLINOIS DEPARTMENT OF HEALTHCARE AND FAMILY SERVICES

ELIZABETH M. WHITEHORN
DIRECTOR

DATE: _____

Legislative Summary

Resolution 24-48

**AUTHORIZING THE VILLAGE ADMINISTRATOR TO ISSUE CONTRACT CHANGE ORDERS FOR
AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)**

Introduced:	August 27, 2024
Purpose:	To authorize the Village Administrator to execute contract change orders for Austin Avenue Improvements (MFT Section 12-00106-00-PV).
Background:	Resolution 24-05, approved on January 9, 2024, authorized an agreement with the Illinois Department of Transportation (IDOT) for construction improvements and construction engineering on Austin Avenue and Oakton Street, referred to as “Austin Avenue Improvements.” The agreement specifies that IDOT publicly bids, awards, contracts with, and pays the contractor. The Village reimburses IDOT for the Village’s share of the cost. The contract amount awarded by IDOT is \$4,541,910.49. The agreement also specifies the Village is responsible for construction engineering, which includes authorizing work due to unknown or differing site conditions or having no payment provisions in the contract. The Municipal Code authorizes the Village Administrator as the Village’s purchasing agent to execute change orders to a cumulative amount of \$25,000. To facilitate effective and efficient construction operations for this project scope, this resolution authorizes the Village Administrator to approve change orders for up to \$200,000 (4.4%) of the approved awarded contract while staying within the allotted not to exceed amount approved by the Village Board. To date, the Village Administrator has approved five change orders with a new impact of \$8,641.80.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	Not to exceed \$200,000
Source of Funds:	2024 Capital Projects Fund Account Number 30-50-60-55-3300, 2024 Enterprise Fund Account Number 40-50-34-55-2290, and 2024 Motor Fuel Tax Fund Account Number 03-50-60-57-2020
Workload Impact:	The Public Works Department will manage and implement the project as part of its regular work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Chris Tomich, Village Engineer

RESOLUTION 24-48

AUTHORIZING THE VILLAGE ADMINISTRATOR TO ISSUE CONTRACT CHANGE ORDERS FOR AUSTIN AVENUE IMPROVEMENTS (MFT SECTION 12-00106-00-PV)

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, Resolution 24-05, approved on January 9, 2024, authorized an agreement with the Illinois Department of Transportation (IDOT) and appropriated \$2,033,966.00 for construction improvements and construction engineering for the Austin Avenue Improvements; and

WHEREAS, these improvements include partial reconstruction and resurfacing of Austin Avenue (Main Street to the south of Oakton Street), storm sewer, and sanitary sewer improvements, curb ramp upgrades, pavement patching, traffic signal modernization at Austin Avenue and Oakton Street, and sanitary sewer on Oakton Street; and

WHEREAS, these improvements are identified by IDOT as Contract 61D77, Section No: 12-00106-00-PV, Job No.: C-91-225-13, and Project No.: 5F16(675); and

WHEREAS, the estimated cost of improvements before bidding was \$4,500,000; and

WHEREAS, the agreement specifies that IDOT publicly bids, awards, and pays the contractor; and

WHEREAS, the Illinois Department of Transportation awarded a construction contract in the amount of \$4,541,910.49; and

WHEREAS, the agreement specifies the Village will reimburse IDOT for the Village's share of the construction costs; and

WHEREAS, the agreement also specifies the Village is responsible for the construction engineering, which includes authorizing work due to unknown and differing site conditions or having no payment provisions in the contract; and

WHEREAS, it is reasonable to expect that unknown and differing site conditions may be encountered that will need to be addressed as part of the work, which can result in a change order; and

WHEREAS, it is customary to authorize the Village Administrator to execute contract change orders above the base contract amount; and

WHEREAS, the Municipal Code authorizes the Village Administrator as the Village's purchasing agent to execute change orders to a cumulative amount of \$25,000; and

WHEREAS, to facilitate the effective and efficient construction operations for this project scope, this resolution authorizes the Village Administrator to approve change orders for up to \$200,000 (4.4%) of the approved awarded contract; and

WHEREAS, the Village’s share of the change order cost is expected to be reduced by the federal funding included in this contract; and

WHEREAS, work on this project began in June, and change orders have been executed to increase the construction contract amount by \$8,641.80 to date; and

WHEREAS, sufficient funding is available in the 2024 Adopted Budget Capital Projects Fund, Enterprise Fund, and Motor Fuel Tax Fund.

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 execute construction contract change orders for Austin Avenue Improvements to an amount not to exceed \$200,000.

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

Passed this 27th day of August 2024

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

Approved by me this 27th day of August 2024

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

Attested and Filed in my office this
28th day of August 2024

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

Legislative Summary

Resolution 24-49

AUTHORIZING THE PURCHASE OF A NEW 2024 DYNAPAC VIBRATORY ROLLER FROM CASEY EQUIPMENT COMPANY, INC.

Introduced:	August 27, 2024
Purpose:	To authorize the purchase of a new Dynapac Vibratory Roller that will replace the 1996 Bomag Roller and 2001 Ingersoll-Rand Roller.
Background:	The Public Works Division of Vehicle Maintenance routinely reviews vehicles and equipment for their technological, economic, and service life. This data analysis considers vehicle and equipment fuel economy, safety, dependability, service life, and repair costs. During this review, Public Works staff recommend replacing the 1996 Bomag and 2001 Ingersoll-Rand. The purchase of a new Dynapac Vibratory Roller was competitively bid through Sourcewell Procurement Agency pursuant to Contract #060122-DYN with Casey Equipment Company, Inc. of Arlington Heights, Illinois, being the authorized regional Dynapac dealer for this contract. Casey Equipment Company, Inc. agreed to accept the 1996 Bomag Roller and 2001 Ingersoll-Rand Roller as trade-ins in the purchase agreement. The trade-in value for those two (2) items totals \$3,000.00, which has been deducted from the list price of \$46,151.76. See Exhibit A.
Programs, Departments or Groups Affected	Public Works Department
Fiscal Impact:	\$43,151.76
Source of Funds:	2024 General Fund Account Number 02-50-17-57-2110
Workload Impact:	The Public Works Department will manage and implement this purchase as part of its normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Chuck Meyer, Village Administrator
Reviewed by: Terry Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Prepared by: Michael V. Lukich, Director of Public Works

RESOLUTION 24-49

AUTHORIZING THE PURCHASE OF A NEW 2024 DYNAPAC VIBRATORY ROLLER FROM CASEY EQUIPMENT COMPANY, INC.

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 Public Works Division of Vehicle Maintenance routinely reviews vehicles and equipment for their technological, economic, and service life; and

WHEREAS, this analysis considers the vehicle and equipment fuel economy, safety, dependability, service life, and repair costs; and

WHEREAS, during this review, Public Works staff recommended replacing the 1996 Bomag Roller and 2001 Ingersoll-Rand Roller; and

WHEREAS, the purchase of a new Dynapac Vibratory Roller was competitively bid through Sourcewell Procurement Agency pursuant to Contract #060122-DYN with Casey Equipment Company, Inc. in Arlington Heights, Illinois, being the authorized regional Dynapac dealer for this contract; and

WHEREAS, Casey Equipment Company, Inc., agreed to accept the 1996 Bomag Roller and 2001 Ingersoll-Rand Roller as trade-ins in the purchase agreement; and

WHEREAS, the trade-in credit for those two (2) items totals \$3,000.00, which has been deducted from the total net price of \$46,151.76. See "Exhibit A;" and

WHEREAS, funding for the above purchase in the amount of \$43,151.76 is available in the Adopted 2024 Budget, General Fund Account Number 02-50-17-57-2110.

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 execute a purchase order for one (1) new 2024 Dynapac Vibratory Roller from Casey Equipment Company, Inc. of Arlington Heights, Illinois, in substantial conformity with Exhibit A.

SECTION 3: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the purchase with Casey Equipment Company, Inc.

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

Passed this 27th day of August 2024

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 27th day of August 2024

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

Attested and Filed in my office this
28th day of August 2024

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



EXHIBIT A

Sourcewell Member Contract Quote

February 8, 2024

Dynapac NA, LLC Contract # 060122-DYN

Dealer Name: Casey Equipment Company, Inc.

Member Name: Village of Morton Grove

Member Number: 43051

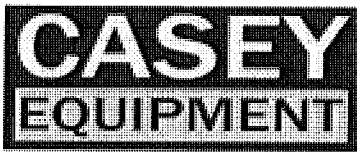
Description	Part Number	Contract 060122-DYN List Price	Discount %	Member Net Price
CC1200VI	4812143449	\$61,183.00	28%	\$44,051.76
Inbound Freight				\$2100

Any additional fees such as pre-delivery inspection or delivery will be quoted by the Dynapac dealer, Casey Equipment.

Authorized by;

Jason Ammon
Governmental & Key Account Manager
Jason.ammon@dynapac.com

Jason Ammon



1603 E. Algonquin Rd.
Arlington Heights, IL 60005
Ph: 847-437-8686
Fax: 847-437-8738

16754 New Ave.
Lemont, IL 60439
Ph: 630-257-1261
Fax: 630-257-0614

1548 Huntwood Dr.
Cherry Valley, IL 61016
Ph: 815-332-8222
Fax: 815-332-3056

Ship To: IN STORE PICKUP

Branch 01 - ARLINGTON		
Date 08/22/2024	Time 7:50:22 (O)	Page 1
Account No MORTO001	Phone No	Est No 04 Q01010
Ship Via	Purchase Order NEED	
Tax ID No E9998149104		
JAMES AUSTIN		Salesperson 003

Invoice To: VILLAGE OF MORTON GROVE
6101 CAPULINA AVE.
MORTON GROVE IL 60053

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/30/2024 Amount

JAMES AUSTIN

=====

SOURCEWELL CONTRACT NUMBER 060122-DYN

=====

TERMS: NET ON RECEIPT

=====

WARRANTY: 2 YEARS / 2,000 HOURS WHICH EVER OCCURS FIRST.

=====

Stock #: E001065 Serial #: 10000446CPA037772 44051.76

Hours: 1

New 2024 DY CC1200VI

New 2024 DYNAPAC CC1200VI VIBRATORY ROLLER

****INCLUDING THE FOLLOWING OPTIONS****

- CC1200VI VIBRATORY ROLLER
- 02 ENGINE T4F KUBOTA D1703 25HP
- 03 DRUM 47 X 27 X 0.5 IN (1200 X 685 X 13 MM)
 (CC1200
- 04 WATER CONTROL - PRESSURIZED SYSTEM
- 05 VIBRATION CONTROL - INDIVIDUAL DRUMS
- 06 AIR CLEAN INDICATOR
- 07 BACK UP ALARM
- 08 EMERGENCY STOP
- 09 FUEL GAUGE
- 10 HORN
- 11 HOUR METER
- 12 HYDRAULIC PRESSURE CHECKPOINTS
- 13 IGNITION KEY, INTERLOCK
- 14 LOCKABLE INSTRUMENT PANEL
- 15 PARKING BRAKE
- 16 PRESSURIZED SPRINKLER SYSTEM
- 17 RUBBER MOUNTED OPERATION PLATFORM
- 18 SEAT BELT

This invoice is subject to all the terms, provisions, conditions, and limitations of the parts, service, or sales agreement concerning the goods, services, or equipment sold or leased as described therein. Errors are subject to correction. Examine this invoice carefully as it will be deemed correct unless errors are reported to Casey Equipment Company, Inc. within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fees.

Returns on eligible items but be approved and are subject to a 25% service and restocking charge. No returns are allowed on electrical items. Prices in effect at the time of shipment will apply.

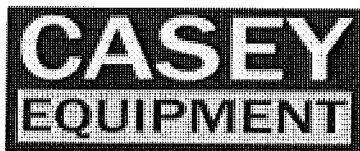
No returns are allowed on any item after 30 days.

Title to the above property shall not pass to the buyer upon delivery but shall remain in seller until the entire purchase price of the item is paid in full.

X

Received By

Thank You For Your Business!



1603 E. Algonquin Rd.
Arlington Heights, IL 60005
Ph: 847-437-8686
Fax: 847-437-8738

16754 New Ave.
Lemont, IL 60439
Ph: 630-257-1261
Fax: 630-257-0614

1548 Huntwood Dr.
Cherry Valley, IL 61016
Ph: 815-332-8222
Fax: 815-332-3056

Ship To: IN STORE PICKUP

Branch 01 - ARLINGTON		
Date 08/22/2024	Time 7:50:22 (O)	Page 2
Account No MORTO001	Phone No	Est No 04 Q01010
Ship Via	Purchase Order NEED	
Tax ID No E9998149104		
JAMES AUSTIN	Salesperson 003	

Invoice To: VILLAGE OF MORTON GROVE
6101 CAPULINA AVE.
MORTON GROVE IL 60053

EQUIPMENT QUOTE - NOT AN INVOICE

Description ** Q U O T E ** EXPIRY DATE: 09/30/2024 Amount

- 19 TOWING EYELET, FRONT AND REAR
- 20 WARNING LIGHTS
- 21 WATER RESERVIOR 54 GAL
- 22 4 WORK LIGHTS LED
- 23 BATTERY DISCONNECT SWITCH
- 24 ROLDABLE ROPS
- 25 DUAL FREQUENCY (3,960/3,660 VPM)
- 26 COMFORT SLIDING SEAT
- 27 DUAL F & R CONTROLS
- 28 BEACON LIGHT
- 29 VIBE SHUT OFF (FRONT/REAR)
- 30 SPRING LOADED DUAL SCRAPERS
- 31 SPRINKLER TIMER
- 32 2" MANUAL OFFSET
- 4812143449 CC1200VI NORTH AMERICAN STANDARD (25HP)

Sale # 01 Subtotal: 44051.76
Total: 44051.76

Trade Ins
=====

Serial #: 101650000496 / 16760 3000.00-
1996 BOMAG BW 130 AD, W/ 746 HOURS.
2001 INGERSOLL-RAND DD-16 W/ 345 HOURS.

Miscellaneous Charges/Credits
=====

INBOUND FREIGHT & PREP Qty: 1 Price: 2100.00 2100.00

Trade In Total: 3000.00-
Miscellaneous Charges/Credits Total: 2100.00

Subtotal: 43151.76
Quote Total: 43151.76

Authorization: _____

This invoice is subject to all the terms, provisions, conditions, and limitations of the parts, service, or sales agreement concerning the goods, services, or equipment sold or leased as described therein. Errors are subject to correction. Examine this invoice carefully as it will be deemed correct unless errors are reported to Casey Equipment Company, Inc. within 10 days of the date hereof. The purchaser or lessee shall pay a service charge of 1.5% (18.00% Annual Rate) on all amounts not paid within 30 days following the date of such sale or lease and all costs of collection or enforcement including reasonable attorney's fees.

Returns on eligible items but be approved and are subject to a 25% service and restocking charge. No returns are allowed on electrical items. Prices in effect at the time of shipment will apply.

No returns are allowed on any item after 30 days.

Title to the above property shall not pass to the buyer upon delivery but shall remain in seller until the entire purchase price of the item is paid in full.

X _____
Received By

Thank You For Your Business!

Legislative Summary

Resolution 24-50

AUTHORIZING A CONTRACT WITH EPHRAIM CARLSON & SON, INC., FOR CONSTRUCTION OF THE MORTON GROVE METRA STATION & SITE IMPROVEMENTS

Introduced:	August 27, 2024
Purpose:	To authorize the Village Administrator to execute a contract with Efraim Carlson & Son, Inc., for construction of the Morton Grove Metra Station & Site Improvements project and to execute change orders as necessary to complete the project on schedule.
Background:	The Morton Grove Metra station located at 8501 Lehigh Avenue in Morton Grove was constructed in the 1970s and last updated in the 1980s. In 2021, the Village created the Lincoln/Lehigh TIF District with a key goal of supporting enhancement of the outdated commuter station. The Village plans to reconstruct the station in accordance with architectural and engineering plans prepared by RM Swanson Architects and approved by Metra. The future station and site will feature quality architecture and include improvements to the surrounding platform, landscaping, parking lot, bicycle parking, and pedestrian areas, serving as an attractive gateway to the Village. On June 5, 2024, the Public Works Department advertised and invited bids for construction of "The New Morton Grove Metra Station & Site Improvements." Eight bids were received. Efraim Carlson & Son, Inc., was the lowest bidder with a bid amount of \$3,680,000. Staff considers it practical to authorize the Village Administrator to issue contract change orders not to exceed \$368,000, or ten percent (10%) of the contract amount, to be prepared to accommodate extra costs to keep construction on schedule and completed in 2025. This Resolution will authorize a contract with Efraim Carlson & Son, Inc., for the New Morton Grove Metra Station & Site Improvements project in an amount not to exceed \$4,048,000.
Departments Affected	Public Works Department; Administration
Fiscal Impact:	Not to exceed \$4,048,000.00
Source of Funds:	2024 Adopted Budget Account Number 14-10-11-57-1031 (Lincoln/Lehigh TIF District)
Workload Impact:	The Public Works Department, in coordination with Administration, will manage and implement the project as part of their normal work activities.
Administrator Recommendation:	Approval as presented.
Second Reading:	Not Required
Special Considerations or Requirements:	None

Submitted by: Charles L. Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Mike Lukich, Director of Public Works
Prepared by: Zoe Heidorn, Assistant Village Administrator

RESOLUTION 24-50

AUTHORIZING A CONTRACT WITH EPHRAIM CARLSON & SON, INC., FOR CONSTRUCTION OF THE NEW MORTON GROVE METRA STATION & SITE IMPROVEMENTS

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 Morton Grove Metra station located at 8501 Lehigh Avenue, Morton Grove, Illinois 60053, is a commuter railroad station on Metra's Milwaukee District/North Line. The station was constructed in the 1970s and last updated in the 1980s. The station is owned by Metra; and

WHEREAS, in 2021, the Village created the Lincoln/Lehigh Tax Increment Financing District. One of the Village's goals in establishing this TIF District was to encourage improvement and enhancement of the Morton Grove Metra commuter rail station. To that end, the Village plans to reconstruct the Metra station in accordance with architectural and engineering plans prepared by RM Swanson Architects and approved by Metra. The future Metra station and site improvements will feature quality architecture and include improvements to the surrounding platform, landscaping, parking lot, bicycle parking, and pedestrian areas, serving as an attractive gateway to the Village; and

WHEREAS, the Public Works Department advertised on the Village's website beginning June 5, 2024, inviting bids for the "The New Morton Grove Metra Station & Site Improvements"; and

WHEREAS, eight (8) bids were received, publicly opened and read at the Public Works Facility at 10:00 a.m. on July 23, 2024, with the bid tabulation ordered from lowest to highest bid as follows:

1) Efraim Carlson & Son, Inc.	\$3,680,000.00
2) Boller Construction Company, Inc.	\$4,415,786.00
3) AGAE Contractors, Inc.	\$4,800,000.00
4) ALL Masonry Construction Co.	\$4,872,000.00
5) Construction Inc.	\$4,940,000.00
6) The George Sollitt Construction Co.	\$4,951,997.00
7) Blinderman Construction Company Inc.	\$5,035,640.00
8) Accel Construction Services Group, LLC	\$5,677,323.00

WHEREAS, Efraim Carlson & Son, Inc., is the low bidder with a bid amount of \$3,680,000.00, which is \$11,880.00 higher than the project design consultants' estimate of cost of \$3,668,120.00, and less than the other seven (7) bids received; and

WHEREAS, the bid amount is partially based upon unit pricing proposed by the contractor for the number of units estimated by the Village, however, the final price of the contract will be based upon the number of units the Village determines to be in the best interest of the Village; and

WHEREAS, the Village Board considers it practical to authorize the Village Administrator to issue contract change orders not to exceed ten percent (10%) of the contract amount, or \$368,000.00, in order to be prepared to accommodate extra costs and to keep construction on schedule and completed in 2025; and

WHEREAS, the project architect, RM Swanson Architects, PC, completed the due diligence and verified Efraim Carlson & Son, Inc., is qualified and available to complete the work; and

WHEREAS, this contract must conform to the requirements of the Prevailing Wage Act; and

WHEREAS, funding for the above work for the contract amount of \$3,680,000.00 and the recommended authorized change order amount is available in the 2024 Adopted Budget Account Number 14-10-11-57-1031 (Project Funding) for the Lincoln/Lehigh Tax Increment Financing District.

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 Efraim Carlson & Son, Inc., of Libertyville, Illinois, in the amount of \$3,680,000.00.

SECTION 3: The Village Administrator is hereby authorized to execute a contract with Efraim Carlson & Son, Inc., in substantial conformance with “**Exhibit A**” for the New Morton Grove Metra Station & Site Improvements consistent with its bid.

SECTION 4: The Village Administrator and Director of Public Works or their designees are authorized to take all steps necessary to implement the contract with Efraim Carlson & Son, Inc., for a contract amount not to exceed \$4,048,000.00.

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

Passed this 27th day of August 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Travis _____
Trustee Thill _____
Trustee Witko _____

Approved by me this 27th day of August 2024.

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

Attested and Filed in my office this
28th day of August 2024

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

EXHIBIT A

**CONTRACT AGREEMENT BETWEEN
VILLAGE OF MORTON GROVE
AND
EFRAIM CARLSON & SON, INC.,
FOR THE CONSTRUCTION OF
THE MORTON GROVE METRA STATION**

8501 Lehigh Ave., Morton Grove, IL 60053

EXHIBIT A

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EXHIBIT A

**CONTRACT AGREEMENT BETWEEN
VILLAGE OF MORTON GROVE
AND
EFRAIM CARLSON & SON, INC.,
FOR THE CONSTRUCTION OF
THE MORTON GROVE METRA STATION
8501 Lehigh Ave., Morton Grove, IL 60053**

Contract Number: []]

THIS CONTRACT AGREEMENT, made as of this [] day of [*MONTH*], 2024, by and between the Village of Morton Grove, 6101 Capulina Avenue, Morton Grove, Illinois 60053, an Illinois municipal corporation, and [*NAME AND ADDRESS OF SUCCESSFUL BIDDER*], a [*FORM OF ORGANIZATION*],

W I T N E S S E T H:

In consideration of the mutual promises contained in this Contract Agreement, it is agreed by and between Owner and Contractor as follows:

ARTICLE I
THE WORK

1.1 Performance of the Work

Contractor shall, at its sole cost and expense:

A. Labor, Equipment, Materials, and Supplies. Provide, perform, and complete at the Work Site and in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for **construction of the proposed Morton Grove Metra Station as described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement, in the contract drawings and Specifications and in Article I of the General Conditions of Contract “the Work”**).

B. Permits. Unless otherwise stated in the Special Conditions of Contract, procure and furnish all permits, licenses, and other governmental approvals and authorizations necessary in connection therewith.

C. Bonds and Insurance. Procure and furnish all Bonds and all certificates and policies of insurance specified in this Contract.

D. Taxes. Pay all applicable federal, state, and local taxes.

E. Miscellaneous. Do all other things required of Contractor by this Contract.

F. Quality. Provide, perform, and complete all of the foregoing in a proper and workmanlike manner, consistent with the highest standards of professional and construction practices and in full compliance with, and as required by or pursuant to, this Contract, and with the greatest economy, efficiency, and expedition consistent therewith.

EXHIBIT A

1.2 Contract Documents

The Contract Documents consist of the following component parts, all of which are attached to this Contract Agreement and are, by this reference, made a part of this Contract Agreement as though fully set forth herein:

1. Contractor's Certification;
2. Schedule of Prices;
3. General Conditions of Contract;
4. Special Conditions of Contract, if any;
5. Contract Drawings;
6. Specifications;
7. Labor and Material Payment Bond;
8. Performance Bond;
9. Addenda Nos. []; and
10. Other, as follows: [].

Owner may furnish to Contractor such additional Contract Drawings and Specifications or such other explanations as it may consider necessary to illustrate or explain the Work in further detail. Contractor shall comply with the requirements of all such additional Contract Drawings and Specifications or other explanations, all of which shall be considered part of the Contract Documents and shall not be considered as indicating additional Work.

1.3 Interpretation of Contract Documents

A. Definitions. Whenever used in this Contract Agreement or in the Contract Documents:

1. General Definitions. Except for the terms specially defined in Paragraph 1.3A2 below, all capitalized terms shall have the meanings given to them in Article VII of the General Conditions of Contract.

2. Special Definitions. The following capitalized terms shall have the following meanings:

a. Architect. Rick Swanson of RM Swanson Architects PC or such additional or different Person as Owner may from time to time designate in writing to perform any or all of the functions of the Architect under this Contract as well as the duly authorized officers, employees, agents, and representatives of any such Person.

b. Contractor. The Person first identified above with whom Owner has executed this Contract Agreement and its duly authorized officers, employees, agents, and representatives.

c. Owner. The Village of Morton Grove and its duly authorized officers, employees, agents, and representatives.

d. Work. All matters described, exhibited, contemplated, implied, or embraced in this Article I of this Contract Agreement and in Article I of the General Conditions of Contract.

EXHIBIT A

e. Work Site. 8501 Lehigh Ave., Morton Grove, IL.

B. Rules of Interpretation. This Contract shall be interpreted so that:

1. Requirements Cumulative. Each requirement imposed on Contractor shall be cumulative of every other requirement imposed on Contractor, and any Work required to be performed by any one component part of this Contract shall be performed to the same extent as if required by all component parts of this Contract.

2. Details to be Assumed. The Work shall be provided, performed, and completed in every detail whether or not every item of detail is particularly set forth in the Contract Documents.

3. Priority of Contract Provisions. In the event of a discrepancy, error, omission, ambiguity, or conflict in the application or interpretation of any of the provisions of this Contract, the terms of this Contract Agreement and of the General Conditions of Contract shall govern over the terms and provisions of all other Contract Documents.

4. Owner's Interpretation. Subject to Paragraphs 1.3B1, B2, and B3 above, Owner shall determine which provision or provisions of this Contract Agreement and the Contract Documents best promotes or promote the overall objectives, and best fulfill the intents and purposes, of this Contract, and such provision or provisions shall govern. Such determination of Owner shall be final.

C. Contractor's Duty to Report Discrepancies. Contractor shall carefully review this Contract Agreement and each of the Contract Documents before performing the Work, and each part thereof, and shall promptly call to the attention of Owner any discrepancy, error, omission, ambiguity, or conflict that may exist among any of the component parts of this Contract or among any of the provisions of any one of such component parts before proceeding with any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict. If Contractor fails to give such notice of any discrepancy, error, omission, ambiguity, or conflict, the subsequent decision of Owner as to which of such component parts or which of such provisions shall govern shall be final and conclusive and any corrective Work required shall be at Contractor's sole cost and expense and shall not entitle Contractor to any compensation in excess of the Contract Price. Contractor shall not be entitled to any compensation in excess of the Contract Price or to any extension of the Contract Time by reason of any discrepancy, error, omission, ambiguity, or conflict that could reasonably have been discovered by Contractor prior to the execution of this Contract or prior to the performance of any part of the Work affected by such discrepancy, error, omission, ambiguity, or conflict.

EXHIBIT A

ARTICLE II CONTRACT TIME

2.1 Commencement Date

Contractor shall commence the Work on a date as mutually agreed upon in writing between the Owner and Contractor, but no later than **September 30, 2024** ("Commencement Date").

2.2 Completion Date

Contractor shall diligently and continuously perform the Work from the Commencement Date at such a rate as will allow the Work to be fully provided, performed, and completed in full compliance with, and as required by or pursuant to, this Contract, and the Work shall be fully provided, performed, and completed in full compliance with this Contract, on or before a date as mutually agreed upon in writing between the Owner and Contractor, but no later than **June 30, 2025** ("Completion Date"), or as otherwise authorized in writing by the Village Administrator.

2.3 Time of the Essence

The time of commencement, rate of progress, and time of completion are of the essence of this Contract.

ARTICLE III CONTRACTOR'S WARRANTIES AND REPRESENTATIONS

3.1 Warranties and Representations

In order to induce Owner to enter into this Contract, Contractor hereby warrants and represents to Owner as follows:

A. Review of Contract. Contractor has carefully examined, reviewed, and accepted this Contract Agreement and all of the Contract Documents prior to submission of its Bidder's Proposal and execution of this Contract and there are no discrepancies, errors, omissions, ambiguities, or conflicts in this Contract that are material to Contractor's provision, performance, or completion of the Work, the Contract Price or the Contract Time that have not already been clarified in writing by Owner to the satisfaction of Contractor. Contractor shall hereafter have no claim for payment or compensation in excess of the Contract Price based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract. Contractor shall be entitled only to an extension of the Contract Time as provided in this Contract for claims based upon discrepancies, errors, omissions, ambiguities, or conflicts in this Contract and then only in those cases where Contractor can show that such discrepancies, errors, omissions, ambiguities, or conflicts could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such discrepancy, error, omission, ambiguity, or conflict.

B. Investigation of Work Site. Contractor has had a sufficient opportunity to conduct a thorough inspection and investigation of the Work Site and the surrounding area and has completed such inspection and investigation to its satisfaction. Contractor hereby waives all claims for, and hereafter shall have no claim for, payment or compensation in excess of the Contract Price based upon conditions at the Work Site or in the

EXHIBIT A

surrounding area. Contractor shall be entitled only to an extension of the Contract Time as provided in this Contract for claims based upon conditions at the Work Site or in the surrounding area and then only in those cases where Contractor can show that such conditions could not have been discovered by Contractor prior to execution of this Contract or prior to the performance of any of the Work affected by such condition.

C. Authorization; Enforceable Obligations. This Contract constitutes the legal, valid, and binding obligation of Contractor, is fully enforceable against Contractor in accordance with its terms, will not violate any judgment, Law, or organizational or operating document and will not cause or constitute a default under any contractual obligation of Contractor or any lien, charge, encumbrance, or security interest upon any assets of Contractor.

D. Contractor's Certification. All the facts and information submitted by Contractor in connection with this Contract and its procurement are true and correct in all respects and, in particular, the statements contained in Contractor's Certification are true and correct.

E. Technical Ability to Perform. Contractor is sufficiently experienced and competent, and has the necessary capital, facilities, plant, organization, and staff, to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

F. Financial Ability to Perform. Contractor is financially solvent, and Contractor has the financial resources necessary to provide, perform, and complete the Work in full compliance with, and as required by or pursuant to, this Contract.

G. Time. Contractor is ready, willing, able, and prepared to begin the Work on the Commencement Date and the Contract Time is sufficient time to permit completion of the Work in full compliance with, and as required by or pursuant to, this Contract for the Contract Price, all with due regard to all natural and man-made conditions that may affect the Work or the Work Site and all difficulties, hindrances, and delays that may be incident to the Work.

H. No Collusion. The only Persons interested in this Contract as principals are those disclosed as such in the Bidder's Sworn Acknowledgment submitted to Owner by Contractor, and this Contract is made without collusion with any other Person.

I. No Default. Contractor is not in arrears to Owner upon any debt or contract and is not a defaulter as surety, contractor, or otherwise to any Person.

J. Not Barred. Contractor is not barred by law from contracting with Owner or with any unit of state or local government.

K. Taxes and Benefits. Contractor has excluded from the Contract Price all state and local sales, use, and excise taxes. Contractor has included in the Contract Price, and has or will pay or cause to be paid out of the Contract Price, all other applicable federal, state,

EXHIBIT A

and local taxes of every kind and nature applicable to the Work as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and its Subcontractors' employees.

L. Patent Costs. Contractor has included in the Contract Price and has or will pay or cause to be paid out of the Contract Price, all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

3.2 Affirmation of Other Warranties and Representations

In addition to the foregoing warranties and representations, Contractor hereby acknowledges that Contractor has carefully read, reviewed, and understood, and hereby agrees to honor, the Warranty of the Work contained in Article III of the General Conditions of Contract as well as all other warranties and representations set forth in the Contract Documents.

ARTICLE IV FINANCIAL ASSURANCES

4.1 Bonds

A. Bonds Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide a Performance Bond and a Labor and Materials Payment Bond, in the forms included in the Contract Documents, from a surety company licensed to do business in the State of Illinois with a general rating of A and a financial size category of Class X or better in Best's Insurance Guide, each in the penal sum of the Contract Price, and such other bonds as and when required by Owner. Contractor shall, at all times while providing, performing, or completing the Work, including, without limitation, at all times while repairing, correcting, or replacing all or any part of the Work that is defective, damaged, flawed, unsuitable, nonconforming, or that fails to meet warranty subject to correction by Contractor pursuant to Section 3.1 or Section 3.2 of the General Conditions of Contract, maintain and keep in force, at Contractor's expense, the Bonds required hereunder.

B. No Release of Bond Obligations. No changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances on the part of either Owner or Contractor to the other in or to the terms of this Contract, in or to the Contract Drawings or Specifications, in or to the schedules, methods, or manner of performance of the Work, in or to Owner-furnished facilities, equipment, materials, services, or sites, or in or to the mode or manner of payment therefor, shall operate in any way to release Contractor or any surety or affect the obligation of either of them under any Bond required to be provided by Contractor. All notice of any and all of the foregoing changes, modifications, alterations, omissions, deletions, additions, extensions of time, or forbearances, and all notice of any and all defaults by Contractor, and all notice of Owner's termination of Contractor shall be waived by every surety under every Bond provided pursuant to this Contract.

EXHIBIT A

4.2 Insurance

A. Insurance Required. Contemporaneous with Contractor's execution of this Contract Agreement, Contractor shall provide certificates and policies of insurance evidencing the insurance coverages set forth in Article IV of the General Conditions of Contract. For good cause shown, Owner 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 Owner may impose in the exercise of its sole discretion.

B. Additional Insureds. The Comprehensive General Liability insurance coverages required pursuant to this Contract shall name the following Persons as additional insured parties:

The Village of Morton Grove and its boards, commissions, committees, authorities, employees, agencies, officers, volunteers, voluntary associations, and other units operating under the jurisdiction and within the appointment of its budget.

Any property owner in which a construction easement is necessary in the course of completing work in the project scope.

The coverage afforded the additional insureds shall be primary and non-contributory insurance for the additional insureds with respect to claims arising out of operations performed by or on behalf of Contractor. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The amount of the insurance companies' liability under the insurance policies Contractor maintains shall not be reduced by the existence of such other insurance.

4.3 Indemnification

Contractor shall indemnify, save harmless, and defend Owner, it's officials, employees, agents, volunteers and contractors against any and all lawsuits, claims, demands, liabilities, losses, and expenses, including attorneys' fees and administrative expenses, that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work 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 Contractor, except to the extent caused by the sole negligence of Owner, including, without limitation lawsuits, claims, demands, liabilities, losses, and expenses for or on account of:

1. Any delays or interference or damage to other contractors; and
2. Labor, equipment, materials, or supplies furnished under this Contract, including all liens or notices of liens on account thereof or Contractor's failure to remove or discharge same; and
3. Contractor's failure to obtain any required permits, licenses, approvals, or authorizations; and
4. Bodily injury, sickness, disease, or death sustained by any Person or Persons or injury or damage to, or loss or destruction of, any property; and

EXHIBIT A

5. Any act or omission of Contractor or any of its Subcontractors or Suppliers, including but not limited to any failure to fulfill the terms of, or comply with, any Laws or to pay any taxes, contributions, or premiums; and
6. Infringement, alleged infringement, or use of patent rights in connection with the Work and the use by Owner of any equipment, materials, supplies, processes, or inventions furnished under this Contract.

The indemnification obligations of Contractor under this Section 4.3 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any such Subcontractor or Supplier under workers' compensation acts, disability benefit acts or other employee benefit acts.

4.4 Penalties

Contractor shall be solely liable for any fines or civil penalties that are imposed by any court, governmental or quasi-governmental agency or body that may arise, or be alleged to have arisen, out of or in connection with Contractor's, or its Subcontractors' or Suppliers', performance of, or failure to perform, the Work or any part thereof. Contractor may contest any such fines or penalties in administrative or court proceedings; provided, however, that Contractor shall pay such fines or civil penalties prior to such protest if payment is required prior to making such protest. Contractor shall be solely responsible for all costs, including attorneys' fees and administrative expenses, of protesting any such fines or civil penalties.

ARTICLE V CONTRACT PRICE AND PAYMENT

5.1 Contract Price

Owner shall pay to Contractor, in full satisfaction for providing, performing, and completing the Work, subject to any additions or deductions provided for in this Contract, in current funds, the lump sum amount or amounts, if any, stated in the Schedule of Prices and, for each acceptable unit of each Unit Price Item, if any, installed and complete in place, measured on the basis provided in the Contract Drawings and Specifications, the Unit Price for such Unit Price Item stated in the Schedule of Prices.

5.2 Acceptance as Full Payment and Satisfaction

Contractor shall accept the Contract Price in full satisfaction and payment for well and faithfully providing, performing, and completing within the Contract Time all the Work in compliance with, and as required by or pursuant to, this Contract. The acceptance by Contractor of Final Payment shall operate as a full and complete release of Owner, it's officials, employees, agents, volunteers and contractors of, by, or to Contractor for anything done, furnished for, arising out of, relating to, or in connection with the Work or for or on account of any act or neglect of Owner it's officials, employees, agents, volunteers and contractors arising out of, relating to, or in connection with the Work, except the claim against Owner for the unpaid balance, if any, of any amounts retained by Owner pursuant to the Special Conditions of Contract.

EXHIBIT A

5.3 Method of Payment

Progress and Final Payments shall be made to Contractor in accordance with, and subject to the terms and conditions set forth in, Article V of the General Conditions of Contract.

ARTICLE VI LEGAL RELATIONSHIPS AND REQUIREMENTS

6.1 Binding Effect

This Contract shall be binding upon Owner and Contractor and upon their respective heirs, executors, administrators, personal representatives, and permitted successors and assigns.

Contractor agrees that if Contractor is a joint venture, then each Person participating in such joint venture shall be individually, personally, severally, and jointly responsible and liable, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding, or agreement to the contrary, if any, whether disclosed to Owner or not, entered into by, between or among the Persons participating in such joint venture.

6.2 Relationship of the Parties

Contractor, and its Subcontractors and Suppliers, shall act as independent contractors in providing, performing, and completing the Work. No right of supervision, requirement of approval, or other provision of this Contract and no subsequent conduct of Owner or Contractor shall be construed (1) to create the relationship of principal and agent, partners, or joint ventures between Owner and Contractor, or (2) except as provided in Paragraph 6.6B6 of the General Conditions of Contract, to create any relationship between Owner and any Subcontractor or Supplier of Contractor. The rights of Owner under this Contract, either directly or indirectly, in the control of the quality and completeness of the Work shall not make Contractor, or any Subcontractor or Supplier of Contractor, an agent of Owner, and the liability of Contractor, and of all Subcontractors and Suppliers of Contractor, for all damages to persons or to public or private property arising from the provision, performance, or completion of the Work by Contractor, or any Subcontractor or Supplier of Contractor, shall not be lessened because of the existence, exercise, or the non-exercise of such rights.

6.3 Assignment

A. Assignment by Contractor. Contractor shall not (1) assign this Contract in whole or in part, (2) assign any of Contractor's rights or obligations under this Contract, or (3) assign any payment due or to become due under this Contract, without the prior express written consent of Owner, which consent may be withheld in the sole and unfettered discretion of Owner; provided, however, that Owner's prior written consent shall not be required for assignments of accounts, as defined in the Illinois Commercial Code, if to do so would violate Section 9-318 of the Illinois Commercial Code, 810 ILCS 5/9-318. Any attempted or purported assignment made by Contractor without the written consent of Owner shall be void and of no force or effect and shall constitute a default under this Contract for which Owner shall have the right to invoke any of its remedies under Section 6.6 of the General Conditions of Contract. In no event shall Owner's consent to any assignment of this Contract or of any of Contractor's rights under this Contract, whether in whole or in part, operate as a release or satisfaction of Contractor's responsibility and liability for the provision, performance, and completion of the Work in full compliance with the requirements of this Contract on or before the Completion Date, or for the proper performance

EXHIBIT A

of all other obligations of Contractor under this Contract, or for Contractor's liability on all representations and warranties made in or pursuant to this Contract. Contractor shall remain as fully responsible and liable for the acts, omissions, and performance of Contractor's assignee as Contractor is for its own acts, omissions, and performance.

B. Assignment by Owner. Owner may assign this Contract, in whole or in part, or any or all of its rights or obligations under this Contract, without the consent of Contractor. In the event of an assignment by Owner of any or all of its rights or obligations under this Contract, Owner shall be released from all liability with respect to the rights or obligations so assigned.

6.4 Confidential Information

All information supplied by Owner or Architect to Contractor for or in connection with this Contract or the Work shall be held confidential by Contractor and shall not, without the prior express written consent of Owner, be used for any purpose other than performance of the Work. Neither Contractor nor any Subcontractor or Supplier shall own or be entitled to claim a copyright in the Contract or other documents prepared by Owner or its contractors.

Contractor shall identify any information supplied by it in providing, performing and completing the Work that is considered by it to be confidential or proprietary. Owner shall not disclose any such designated confidential or proprietary information, unless such disclosure will not cause competitive harm, or such information was actually known to Owner or its Designee prior to its submission by Contractor, or such information was properly obtained or developed independently by Owner or its Designee, or Contractor consents to such disclosure. Notwithstanding the foregoing, Contractor acknowledges that Owner is subject to the Illinois Freedom of Information Act, 5 ILCS 140/1 *et seq.*, and that no disclosure made in good faith by Owner pursuant to such Act shall be deemed to violate this Section.

6.5 Publicity

Owner's name or insignia, photographs of the Work or the Work Site, or any other publicity pertaining to the Work shall not be used in any magazine, trade paper, newspaper, or other medium without the express written consent of Owner.

6.6 No Waivers

No examination, inspection, investigation, test, measurement, review, determination, decision, certificate or approval by Owner or its Designee, nor any order by Owner for the payment of money, nor any payment for, or use, occupancy, possession, or acceptance of, the whole or any part of the Work by Owner, nor any extension of time granted by Owner, nor any delay by Owner in exercising any right under this Contract, nor any other act or omission of Owner or its Designee shall constitute or be deemed to be an acceptance of any defective, damaged, flawed, unsuitable, nonconforming or incomplete Work, equipment, materials, or supplies, nor operate to waive or otherwise diminish the effect of any warranty or representation made by Contractor; or of any requirement or provision of this Contract; or of any remedy, power, or right of Owner.

No notices required to be given to Owner under this Contract are intended to be waived by Owner, and no action or inaction by Owner or its Designee shall be construed as waiving any such notice.

EXHIBIT A

6.7 No Third-Party Beneficiaries

No claim as a third-party beneficiary under this Contract by any Person other than Contractor shall be made or be valid against Owner and Owner shall not be liable for or be held to pay any money to any such Person.

6.8 Notices

All notices required or permitted to be given under this Contract shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set forth below or on the third business day after being deposited in any main or branch United States post office, for delivery at the address set forth below by properly addressed, postage prepaid, certified or registered mail, return receipt requested.

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

Village of Morton Grove
6101 Capulina Ave.,
Morton Grove, IL 60053
Attention: Village Administrator

with a copy to:

Village of Morton Grove
6101 Capulina Ave.
Morton Grove, IL 60053
Attention: Corporation Counsel

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

[NAME OF SUCCESSFUL BIDDER]
[ADDRESS OF SUCCESSFUL BIDDER]

Attention: **[NAME OF CONTACT PERSON]**

The foregoing shall not be deemed to preclude the use of other non-oral means of notification or to invalidate any notice properly given by any such other non-oral means.

By notice complying with the requirements of this Section, Owner and Contractor each shall have the right to change the address or addressee or both for all future notices to it, but no notice of a change of address shall be effective until actually received.

EXHIBIT A

6.9 Governing Laws

This Contract and the rights of Owner and Contractor under this Contract shall be interpreted according to the internal Laws, but not the conflict of Laws rules, of the State of Illinois.

6.10 Changes in Laws

Unless otherwise explicitly provided in this Contract, any reference to Laws shall include such Laws as they may be amended or modified from time to time.

6.11 Compliance with Laws and Grants

A. Compliance with Laws. Contractor shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Work is provided, performed, and completed in accordance with the requirements of all governmental permits, licenses, or other approvals or authorizations that may be required in connection with providing, performing, and completing the Work and with all applicable Laws, including, without limitation, the Prevailing Wage Act, 80 ILCS 130/0.01 et seq. (in furtherance of which, a copy of Owner's ordinance ascertaining the prevailing rate of wages, in effect as of the date of this Contract, is included in the Contract Documents; if the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid, the revised rate shall apply to this Contract); any other prevailing wages Laws; the Fair Labor Standards Act; any Laws regarding qualification to do business; any Laws requiring preference to laborers of specified classes; the Illinois Steel Products Procurement Act, 30 ILCS 565/1 et seq.; any Laws 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., the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq. and the Public Works Employment Discrimination Act, 775 ILCS 10/1 et seq.; any Laws respecting the assumption of liability for taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or other similar benefits for Contractor's and Subcontractors' employees; and any Laws regarding safety or the performance of the Work, including the Illinois Structural Work Act, the Illinois Underground Utility Facilities Damage Prevention Act, and the Occupational Safety and Health Act. Contractor shall keep itself fully informed of all Laws affecting this Contract; affecting those engaged or employed on the Work; affecting the equipment, materials, and supplies used in the Work; affecting the conduct of the Work; and affecting the rights, duties, powers, or obligations of Owner or of Contractor; and shall also keep itself fully informed of all orders, decrees, and other requirements of bodies or tribunals having any jurisdiction or authority over any of the foregoing. Contractor shall display all permits, licenses, and other approvals and authorizations as required by Law.

B. Compliance by Subcontractors and Suppliers. Contractor shall, at all times, cause all of its Subcontractors and Suppliers to observe and comply with all such Laws.

C. Noncompliance of Contract Documents. Contractor shall promptly examine the Contract Drawings and Specifications and other Contract Documents and report to Owner any respects in which it appears that any of them may fail to conform to any applicable Laws.

D. Verification of Compliance. At or before the time of Owner's Final Acceptance of the Work, Contractor shall deliver to Owner all certificates, receipts, or other evidence of approval, acceptance, or payment of fees that may be required to establish the compliance of the Work with all applicable Laws, permits, licenses, approvals, authorizations, or other requirements.

EXHIBIT A

E. Provisions Deemed Inserted. Each and every provision required by Law to be inserted in this Contract shall be deemed to be inserted herein, and this Contract shall be read and enforced as though all such provisions were set out in full in this Contract. If through mistake or otherwise any such provision is not set out in this Contract, or is not correctly set out in this Contract, then upon the application of either Owner or Contractor, this Contract shall forthwith be physically amended to correctly set out such provision.

F. Compliance With Grant Conditions. Contractor shall comply with all conditions of, and all Laws applicable to, and all policies, practices, and procedures of Owner applicable to, any federal, state, or local grant received by Owner or by Contractor at any time with respect to this Contract or with respect to the provision, performance, or completion of the Work.

G. Regulatory Authority. Nothing in this Contract shall be construed to waive or limit any aspect of Owner's lawful authority to regulate the activities of Contractor, its Subcontractors, or any other Person or to regulate the Work, the Work Site, or any other matter falling within its lawful regulatory jurisdiction and powers. No review, inspection, test, audit, measurement, order, determination, decision, disapproval, approval, payment for, or use or acceptance of, the Work, or any other act or omission of Owner shall imply, create any interest in, be deemed to be the issuance of, or require Owner to issue any license or permit to Contractor or any Subcontractor.

6.12 Compliance with Patents

A. Patent Rights. Contractor shall do all things necessary to obtain such rights and licenses as may be necessary in connection with all costs, royalties, and fees arising from the use on, or the incorporation into, the Work of patented equipment, materials, supplies, tools, appliances, devices, processes, or inventions.

B. Effect of Contractor Being Enjoined. Should Contractor be enjoined from furnishing or using any equipment, materials, supplies, tools, appliances, devices, processes, or inventions supplied or required to be supplied or used under this Contract, Contractor shall promptly offer substitute equipment, materials, supplies, tools, appliances, devices, processes, or inventions in lieu thereof, of equal efficiency, quality, suitability, and market value, for review by Owner. If Owner should disapprove the offered substitutes and should elect, in lieu of a substitution, to have supplied, and to retain and use, any such equipment, materials, supplies, tools, appliances, devices, processes, or inventions as may by this Contract be required to be supplied, Contractor shall pay such royalties and secure such valid licenses as may be requisite and necessary for Owner to use such equipment, materials, supplies, tools, appliances, devices, processes, or inventions without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should Contractor neglect or refuse to make any approved substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then Owner shall have the right to make such substitution, or Owner may pay such royalties and secure such licenses and charge the cost thereof against any money due Contractor from Owner or recover the amount thereof from Contractor and its surety or sureties notwithstanding that Final Payment may have been made.

6.13 Severability

The provisions of this Contract shall be interpreted, when possible, to sustain their legality and enforceability as a whole. In the event any provision of this Contract shall be held invalid, illegal, or unenforceable by a court of competent jurisdiction, in whole or in part, neither the validity of the remaining part of such provision, nor the validity of any other provisions of this Contract, shall be in any way affected thereby. The unenforceability of any provision of this Contract in a specific situation shall not affect the enforceability of that provision in any other situation.

EXHIBIT A

6.14 Entire Agreement

This Contract sets forth the entire agreement of Owner and Contractor with respect to the accomplishment of the Work and the payment of the Contract Price therefor, and there are no other understandings or agreements, oral or written, between Owner and Contractor with respect to the Work and the compensation therefor, nor was the making and execution of this Contract induced by any representation, statement, warranty, agreement, or action other than those expressed or explicitly referenced herein.

6.15 Amendments

No modification, addition, deletion, revision, alteration or other change to this Contract shall be effective unless and until such change is reduced to writing and executed and delivered by Owner and Contractor.

6.16 Counterparts

This Contract is being executed in five original counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, Owner and Contractor have caused this Contract Agreement to be executed as of the day and year first written above.

Attest/Witness: **VILLAGE OF MORTON GROVE**

By: _____	By: _____
Title: _____	Title: Village Administrator

Attest/Witness: ***EFRAIM CARLSON & SON, INC.***

By: _____	By: _____
	<i>[NAME OF CONTRACTOR'S EXECUTING OFFICER]</i>
Title: _____	Title: _____
	<i>[NAME OF CONTRACTOR'S EXECUTING OFFICER]</i>

Legislative Summary

Resolution 24-51

**AUTHORIZING APPLICATION FOR AND EXECUTION OF A TECHNICAL ASSISTANCE AGREEMENT
WITH THE REGIONAL TRANSPORTATION AUTHORITY TO DEVELOP A DEMPSTER STREET
CORRIDOR PLAN IN THE VILLAGE OF MORTON GROVE**

Introduced:	August 27, 2024
Purpose:	To authorize the Village Administrator to act on behalf of the Village of Morton Grove in the execution, implementation, and administration of a grant agreement with the Regional Transportation Authority to develop a Dempster Street Corridor Plan.
Background:	The Regional Transportation Authority (RTA) has approved the Village's application requesting a Dempster Street Corridor Plan as part of the 2024 Community Planning program. The grant will be used to hire a consultant team to undertake long-range planning efforts for the Dempster Street corridor in support of numerous Strategic Plan objectives. The Dempster Street Corridor Plan process will be leveraged for a broader Comprehensive Plan update that will be led by Staff. Following approval of the Governing Resolution, Staff will work with RTA staff to develop a scope of work and draft intergovernmental agreement for approval by the Village Board. The grant award is for a not-to-exceed amount of \$200,000 that includes a 20% local match requirement (\$40,000) that the Village is responsible for providing. Lehigh/Ferris TIF District funds may be used toward the local match provided the funds are dedicated for that use prior to the TIF District's expiration on December 31, 2024.
Departments Affected	Village Administrator, Community and Economic Development, Finance
Fiscal Impact:	Up to \$40,000
Source of Funds:	Lehigh/Ferris TIF District
Workload Impact:	Nominal. The Governing Resolution commits the Village to funding the local match of a Community Planning grant award and approves use of Staff time to further engage with the RTA to develop a scope of work and draft intergovernmental agreement.
Administrator Recommendation:	Approval as presented.
Second Reading:	
Special Considerations or Requirements:	None

Submitted by: Charles L Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Prepared by: Brandon Nolin, Community Development Administrator

RESOLUTION 24-51

AUTHORIZING APPLICATION FOR AND EXECUTION OF A TECHNICAL ASSISTANCE AGREEMENT WITH THE REGIONAL TRANSPORTATION AUTHORITY TO DEVELOP A DEMPSTER STREET CORRIDOR PLAN IN 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, Dempster Street serves as a strategically important transportation and transit corridor, and critical area for economic development for the Village; and

WHEREAS, the Village has a desire to establish a long-term plan for the Dempster Street corridor in support of numerous Strategic Plan objectives; and

WHEREAS, the Regional Transportation Authority (“Authority”) is authorized to study and conduct studies of public transportation topics and developments in cooperation with other public and private agencies; and

WHEREAS, the Authority has the power to expend funds for use in connection with these studies; and

WHEREAS, the Authority has the power to make and execute all contracts and other instruments necessary or convenient to the exercise of its powers; and

WHEREAS, approval for said funds will impose certain financial obligations upon the Village in the amount of twenty percent (20%) of the not-to-exceed project budget to be determined by the Authority and one hundred percent (100%) of any amount that exceeds the not-to-exceed project budget of \$200,000; and

WHEREAS, the Village shall meet its financial obligations using funds from the Lehigh/Ferris Tax Increment Financing Redevelopment District.

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 preambles of this Resolution are hereby incorporated into this text as if set out herein in full.

SECTION 2: The Village Administrator is authorized to execute and file applications on

behalf of the Village of Morton Grove with the Regional Transportation Authority for a Technical Assistance Agreement for the Morton Grove Dempster Street Corridor Plan.

SECTION 3: The Village Administrator is authorized to furnish such additional information, assurances, certifications and amendments as the Regional Transportation Authority may require in connection with this Technical Assistance Agreement application.

SECTION 4: The Village Administrator is authorized and directed on behalf of the Village of Morton Grove to execute and deliver grant agreements and all subsequent amendments thereto between the Village of Morton Grove and the Regional Transportation Authority for technical assistance grants.

SECTION 5: The Village Administrator is authorized and directed to take such action as is necessary or appropriate to implement, administer and enforce said agreements and all subsequent amendments thereto on behalf of the Village of Morton Grove.

SECTION 6: The Village Administrator is authorized and directed to administer funds from the Lehigh/Ferris Tax Increment Finance District to support said agreements and all subsequent amendments thereto on behalf of the Village of Morton Grove.

Passed this 27th day of August 2024.

Trustee Khan	_____
Trustee Minx	_____
Trustee Shiba	_____
Trustee Thill	_____
Trustee Travis	_____
Trustee Witko	_____

Approved by me this 27th day of August 2024.

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

Attested and Filed in my office this
28th day of August 2024.

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

Legislative Summary

Resolution 24-52

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY FOR THE AWARD OF 2024 INVEST IN COOK PROGRAM FUNDS

Introduced:	August 27, 2024
Purpose:	To authorize an intergovernmental agreement with Cook County for the award of Invest In Cook grant funds to be used for the installation of accessible pedestrian facilities, bicycle parking, a public plaza, and other right-of-way improvements in the area across from the Morton Grove Metra station as part of the planned mixed-use development at 8500-50 Lehigh Avenue.
Background:	Cook County has approved the Village’s application for 2024 Invest In Cook program funding to make bike and pedestrian improvements along Lehigh Avenue as part of the planned 36-unit mixed-use development project at 8500-50 Lehigh Avenue. The \$250,000 grant will be used to make public improvements that are critical to the transit-supportive environment envisioned for the area. The project will complement the investment of \$3.5 million the Village is making in reconstructing the Metra station and site, in addition to lighting and sidewalk improvements planned in the immediate area in 2024 and 2025. Construction of the project and final reimbursement by the County must occur before November 30, 2028.
Departments Affected	Village Administrator, Community and Economic Development, Finance
Fiscal Impact:	None; \$250,000 grant will offset funds previously committed to the Project
Source of Funds:	Lincoln/Lehigh Tax Increment Financing District
Workload Impact:	Community and Economic Development staff will be responsible for quarterly performance reports and will coordinate with Finance and the developer as needed to submit reports to the County.
Administrator Recommendation:	Approval as presented.
Second Reading:	
Special Considerations or Requirements:	None

Submitted by: Charles L Meyer, Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Prepared by: Brandon Nolin, Community Development Administrator

RESOLUTION 24-52

AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT WITH COOK COUNTY FOR THE AWARD OF 2024 INVEST IN COOK PROGRAM FUNDS

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 County of Cook is a body politic and corporate of the State of Illinois (“County”); and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., authorizes public agencies in Illinois to exercise jointly with any other public agency any power or powers, privileges, functions, or authority which may be exercised by a public agency, individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, the Village has approved the installation of accessible pedestrian facilities, bicycle parking, a public plaza, and other right-of-way improvements as part of the mixed-use development located at 8500-8550 Lehigh Avenue in Morton Grove (“Project”) to enhance the transit-oriented district; and

WHEREAS, Cook County has the authority to cooperate with other governmental agencies and desires to contribute grant funds to the Village to aid in the funding for the Project; and

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation; and

WHEREAS, Cook County has established the Invest In Cook Program to fund transportation improvements sponsored by local and regional governments; and

WHEREAS, the Project has estimated construction and construction engineering costs of Five Hundred Seventy-Two Thousand Nine Hundred Twenty-Four Dollars (\$572,924) (“Project Cost”) and Cook County is willing to contribute grant funding to the Village to partially cover the Project Cost in an amount not to exceed Two Hundred Fifty Thousand Dollars (\$250,000); and

WHEREAS, the balance of the Project Cost is to be paid for by tax increment financing funds of the Lincoln/Lehigh Tax Increment Financing District; and

WHEREAS, Cook County and the Village have negotiated a draft intergovernmental agreement included herein as “Exhibit A” that establishes the scope of the Project, obligations of Cook County and

the Village, indemnification, insurance, eligible costs, reimbursement procedures, reporting requirements, and other provisions.

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 or his/her designee is hereby authorized to finalize and execute an intergovernmental agreement with Cook County that substantially conforms to the draft agreement in Exhibit A.

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

Passed this 27th day of August 2024.

Trustee Khan _____

Trustee Minx _____

Trustee Shiba _____

Trustee Thill _____

Trustee Travis _____

Trustee Witko _____

Approved by me this 27th day of August 2024.

Daniel P. DiMaria, Village President
Morton Grove, Illinois

Attested and Filed in my office this 28th day of August 2024.

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



EXHIBIT A

INTERGOVERNMENTAL AGREEMENT FOR THE AWARD OF 2024 INVEST IN COOK PROGRAM FUNDS TO THE VILLAGE OF MORTON GROVE

This Intergovernmental Agreement (“Agreement”) is made and entered into this _____ day of _____, 2024, by and between the County of Cook, a body politic and corporate of the State of Illinois (“County”), acting by and through its Department of Transportation and Highways (“Department”), and the Village of Morton Grove, a municipal corporation of the State of Illinois (“Village” or “Grantee”). The County and Village are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Cook County Board President Toni Preckwinkle and the Cook County Board of Commissioners are committed to supporting the growth and economic vitality of communities in Cook County by promoting strategic partnerships and investments in transportation;

WHEREAS, on August 6, 2016, the Board of Commissioners unanimously approved *Connecting Cook County*, the County’s first long-range transportation plan in 75 years;

WHEREAS, *Connecting Cook County* identifies five priorities to shape the County’s transportation policies and capital improvement program:

1. Prioritize transit and other transportation alternatives to address congestion on roads and meet the travel needs of residents who cannot afford a car or choose not to have one;
2. Support the region’s role as North America’s freight capital to spur economic growth and job creation;
3. Promote equal access to opportunities to achieve greater and more evenly distributed economic growth;
4. Maintain and modernize existing transportation facilities to minimize long-term operating costs, safety hazards, delays, and congestion, and ensure that today’s investments do not preclude future innovation and growth; and
5. Increase investments in transportation to maintain the region’s economic competitiveness;

WHEREAS, Invest in Cook is an annual \$8.5 million program that funds planning and feasibility studies, engineering, right-of-way acquisition, and construction of transportation improvements sponsored by local and regional governments and private partners that are consistent with the priorities of *Connecting Cook County*;



WHEREAS, since its creation, the Invest in Cook program has leveraged over \$200 million in additional federal, state, and local funds;

WHEREAS, on July 25, 2024, the County informed the Village that it had been selected for participation in the 2024 Invest in Cook Program;

WHEREAS, the County has agreed to award the Village up to \$250,000 of construction and construction engineering funds to install accessible pedestrian facilities, bicycle parking, a public plaza, and other right-of-way improvements in the area across from the Morton Grove Metra station, which will be reconstructed starting in September 2024 (“Project”);

WHEREAS, the Project is part of a 36-unit mixed-income, transit-oriented development that will start construction in October 2024;

WHEREAS, the Project is part of the Village’s ongoing work to improve the area around the station, a multi-year effort;

WHEREAS, this Agreement sets forth the Parties’ respective responsibilities and obligations for construction and construction engineering, maintenance, funding, and reporting of the Project;

WHEREAS, the County, by virtue of its powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., is authorized to enter into this Agreement;

WHEREAS, the Village, by virtue of its powers as set forth in the Illinois Municipal Code, 65 ILCS 5/1-1-1 et seq., is authorized to enter into this Agreement; and

WHEREAS, this Agreement is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

- **SECTION 1. CONSTRUCTION AND CONSTRUCTION ENGINEERING**

- A. **Notice to Proceed.** The County’s execution of this Agreement will be deemed a “Notice to Proceed” for the Grantee to commence work on the Project.
- B. **Bid Documents.** The Grantee will prepare contract bid documents for the Project, including, but not limited to, the minimum qualifications, plans and specifications, special provisions, and cost estimates.

- C. **Construction Contract.** The Grantee will award and execute a construction contract to furnish all labor and materials needed to complete the Project. In awarding and administering the contract, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the contract to the County within 14 calendar days of execution.
- D. **Insurance.** The Grantee will require that its construction contractor name the County as an additional insured party under the contractor's general liability insurance policy.
- E. **Construction Engineering Agreement.** The Grantee will enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the Project. Construction engineering services may include, but are not limited to, attendance at pre-construction and progress meetings, providing full-time or part-time inspection services, and/or providing material testing reports. In awarding and administering the construction engineering agreement, the Grantee will comply with all applicable state and federal laws and regulations. The Grantee will forward a copy of the agreement to the County within 14 calendar days of execution.
- F. **Grantee Resources and Staff.** Upon written concurrence from the County, the Grantee may elect to perform construction engineering services for the Project using its own resources and staff. Notwithstanding the foregoing, the provisions of Section 3.C.v.d. remain in effect and the County will not reimburse the Grantee for any administrative costs expended by the Grantee, including staff salaries and wages.
- G. **Lead Agency.** The Grantee will assume overall responsibility for the Project, including ensuring that all required permits, easements, and agreements are secured prior to the start of construction.
- H. **Project Location.** A map showing the Project limits is incorporated into and made a part of this Agreement and attached as **Exhibit A**.
- I. **Schedule.** A schedule for the Project is incorporated into and made a part of this Agreement and attached as **Exhibit B**.
- J. **Pre-Construction Notices.** The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to the pre-construction meeting for the Project and not less than seven calendar days' advance written notice to the County prior to the start of construction.

- K. **Public Outreach.** The Grantee will coordinate and control public notification of the scope, timing, and duration of the Project.
- L. **Right of Inspection.** The County and its authorized agents will have reasonable rights of inspection (including pre-final and final inspection) during construction of the Project. The Grantee will work cooperatively with the County to address and resolve any concerns raised by the County with respect to construction and/or construction engineering of the Project. Any dispute(s) concerning construction and/or construction engineering of the Project will be resolved in accordance with Section 5.I. of this Agreement.
- M. **Final Inspection Notice.** The Grantee will provide not less than 14 calendar days' advance written notice to the County prior to final inspection of the Project.
- N. **County Permits.** The Grantee will apply for, and the County will not unreasonably withhold, any and all permits for right of access (ingress or egress) and/or temporary use of the County's property within the Project limits to the Grantee and/or its agents, without charge of permit fees to the Grantee.
- O. **County Signage.** Upon request of the County, the Grantee will erect signage on the Grantee's property at or near the construction site(s) indicating the County's participation on the Project. The County will provide the Grantee with the required signage.
- P. **Submittals.** All submittals required of the Grantee under this section of the Agreement must be directed to:

Aaron Lebowitz, P.E.
Deputy Bureau Chief of Construction
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- **SECTION 2. MAINTENANCE**

- A. **Definitions.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal, and/or replacement of the maintained facility when needed.

- B. **General Duty to Maintain.** Before, during, and after completion of construction of the Project, the Grantee will maintain, or cause to be maintained, those portions of the Project under its established jurisdictional authority.
 - C. **Sidewalks/Multi-Use Paths.** The Grantee will own, operate, and maintain any sidewalks and/or multi-use paths constructed or improved as part of the Project, in compliance with the Americans with Disabilities Act, Public Right-of-Way Accessibility Guidelines, and all other applicable federal and state laws and regulations.
 - D. **Indemnification.** The Grantee will defend, indemnify, and hold harmless the County and its commissioners, officials, employees, agents, and representatives, and their respective heirs, successors, and assigns, from and against any and all costs, expenses, attorneys' fees, losses, damages, and liabilities incurred and/or suffered, directly or indirectly, from or attributable to claims arising out of or incident to the construction, use, repair, and/or maintenance of any sidewalks and/or multi-use paths constructed or improved as part of the Project.
 - E. **Survives Termination.** The Grantee's maintenance obligations described in this section will survive termination of this Agreement.
- **SECTION 3. FINANCIAL**
 - A. **Cost Estimate.** Estimated construction and construction engineering costs for the Project are \$572,924.
 - B. **Cost Participation**
 - i. Grantee Cost Participation. The Grantee will pay all actual construction and construction engineering costs for the Project, subject to reimbursement by the County as described below.
 - ii. County Cost Participation. The County will reimburse the Grantee for 44% of actual construction and construction engineering costs for the Project, up to, but not to exceed, \$250,000. The County reserves the right to modify its percentage and/or maximum contribution towards the Project if, in the sole discretion of the County, there are material changes to the Project's scope of work.

C. Reimbursement Procedures

- i. Advance Payment. Upon full execution of the construction contract for the Project and receipt of an invoice from the Grantee, the County will make an advance payment to the Grantee in the amount of \$125,000. This amount represents 50% of the County's maximum financial contribution under this Agreement.
- ii. Milestone Payment. Upon completion of 70% of the construction contract and receipt of an invoice from the Grantee, the County will make a second payment to the Grantee in the amount of \$62,500. The advance and milestone payments to the Grantee represent 75% of the County's maximum financial contribution under this Agreement.
- iii. Final Payment. Upon completion of construction of the Project and receipt of an invoice from the Grantee, the County will make a final payment to the Grantee for the balance of the County's financial obligation under this Agreement. The amount of the final payment will reflect actual construction and construction engineering costs for the Project and the County's prior payments to the Grantee. If the prior payments made to the Grantee by the County exceed the County's financial obligation under this Agreement, the County may require the Grantee to return any or all excess funds.
- iv. Required Documentation. In order to receive final reimbursement from the County, the Grantee must submit the following documentation along with the final invoice:
 - a. A cover letter addressed to the Department's Deputy Bureau Chief of Construction, including the name of the Project and its associated section number;
 - b. Copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments);
 - c. Copies of all associated invoices submitted to the Grantee by the consultant(s) and/or contractor(s) for the services rendered; and
 - d. A copy of the final performance report as described in Section 4.D. below.

If the documentation submitted by the Grantee for final reimbursement is reasonably deemed by the County as not sufficiently documenting the work completed, the County may require further records and supporting documents to verify the amounts, recipients, and uses of all funds invoiced under this Agreement.

- v. Ineligible Costs. The County will not reimburse the Grantee for any costs that are:
- a. Contrary to the provisions of this Agreement;
 - b. Not directly related to carrying out construction or construction engineering services for the Project;
 - c. Not paid by the Grantee or its consultant(s) and/or contractor(s);
 - d. Of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities, and maintenance costs;
 - e. Incurred without the consent of the County after the County has given the Grantee written notice of suspension or termination of any or all of the County's obligations under this Agreement; and/or
 - f. In excess of the County's maximum financial contribution under this Agreement.
- vi. Submittals. All submittals required of the Grantee under this section of the Agreement must be directed to:

Aaron Lebowitz, P.E.
Deputy Bureau Chief of Construction
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- D. **Substitutions/Substitute Work**. Either Party may request in writing that work or materials be substituted with different work or materials. Provided that the substitute work and/or materials do not unreasonably delay the Project schedule, the Grantee will cause said substitute work and/or materials to be included in the Project. Each Party will pay the costs of substitutions for their associated work items.

- E. **Additional Work.** Either Party may request in writing that additional work be added to the Project. Provided that the additional work does not unreasonably delay the Project schedule, the Grantee will cause said additional work to be included in the Project. Additional work will be paid for by force account or agreed unit price. Each Party will pay the costs of additional work for their associated work items.
- F. **Funding Breakdown.** A funding breakdown is incorporated into and made a part of this Agreement and attached as **Exhibit C**.

• **SECTION 4. REPORTING**

- A. **Quarterly Performance Reports.** The Grantee will submit quarterly performance reports to the County not later than 30 calendar days after the reporting period as determined by the County. Quarterly performance reports must include the following information:
- i. A cover letter addressed to the Department's Director of Strategic Planning and Policy, including the name of the Project and its associated section number;
 - ii. An estimated percentage of construction work completed for the Project;
 - iii. A statement indicating whether construction of the Project is on, behind, or ahead of schedule;
 - iv. A record of construction activities and expenditures to date and for the current reporting period;
 - v. A forecast of quarterly construction activities and expenditures for the remainder of the Project; and
 - vi. Any significant changes to the Project schedule.
- B. **Extensions.** The Grantee may request to extend the due date of any quarterly performance reports and the County will reasonably consider any such requests.
- C. **Use of Reports.** The County will use quarterly performance reports to compare the rate of the Grantee's actual expenditures to the planned amounts in the approved funding breakdown for the Project (**Exhibit C**) and to track construction activities against the approved milestones in the Project schedule (**Exhibit B**).

- D. **Final Performance Report.** The Grantee must submit a final performance report with its request for final reimbursement. The final report should describe cumulative construction activities, including a complete description of the Grantee's achievements with respect to the Project's objectives and milestones. The County will not issue final reimbursement until the Grantee submits the final performance report.
- E. **Report Format.** The Grantee will use whatever forms or documents are required by the County in submitting quarterly and final performance reports.
- F. **Failure to Report.** The Grantee understands and agrees that the failure to submit timely and complete performance reports will result in the delay of funds and/or the denial of future funding.
- G. **Submittals.** All submittals required of the Grantee under this section of the Agreement must be directed to:

Director of Strategic Planning and Policy
Attn: Jesse Elam
Cook County Department of Transportation and Highways
69 W. Washington Street, 23rd Floor
Chicago, IL 60602
E-mail: InvestinCook.CC@cookcountyil.gov

- **SECTION 5. GENERAL TERMS AND CONDITIONS**

- A. **Audit and Document Retention.** Each Party, to the extent applicable, will maintain for a minimum of three years after completion of this Agreement, adequate books, records, and supporting documents related to the Agreement and any associated expenditures; such books, records, and supporting documents will be available for review and audit by each Party and their internal or external auditors; and each Party will cooperate fully with any audit and provide full access to all relevant materials.
- B. **Binding Agreement.** This Agreement will be binding on and inure to the benefit of the Parties and their permitted successors and assigns, except that a Party will not assign its obligations under this Agreement without the other Party's express written consent, such consent not to be unreasonably withheld or delayed.
- C. **Compliance with Laws, Rules, and Regulations.** The Parties will at all times observe and comply with all applicable federal, state, and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this Agreement.

- D. **Conflicts of Interest.** The Grantee understands and agrees that no director, officer, agent, or employee of the Grantee may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this Agreement; represent, either as agent or otherwise, any person, trust, or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this Agreement; or take, accept, or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing their vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this Agreement may be used to pay any cost under such a contract or agreement.
- E. **Conflict with Exhibits.** In the event of a conflict between any attached exhibit and the text of this Agreement, the text of this Agreement will control.
- F. **Cooperation.** The County and Grantee agree at all times to cooperate fully with one another in the implementation of this Agreement.
- G. **Counterparts.** This Agreement may be executed in counterparts, each of which will be deemed an original and all of which together will constitute one and the same instrument.
- H. **County Section Number.** The Project is hereby designated as County section number 24-IICTR-02-RR. The Parties will include County section number 24-IICTR-02-RR on all Project-related submittals, including, but not limited to, written correspondence and invoices.
- I. **Dispute Resolution.** In the event of any dispute, claim, question, or disagreement arising out of the performance of this Agreement, the Parties will consult and negotiate with each other in good faith to settle the dispute, claim, question, or disagreement. In the event the Parties cannot mutually agree on the resolution of the dispute, claim, question, or disagreement, the decision of the Department's Superintendent will be final.
- J. **Effective Date.** The Effective Date of this Agreement will be the date that the last authorized signatory signs and dates this Agreement. This Agreement will become effective only in the event the corporate authorities of each Party approve this Agreement.
- K. **Electronic or Digital Signatures.** The Parties agree that this Agreement may be signed by an electronic or digital signature. The Parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and

admissibility, and are acknowledged as secure, genuine electronic signatures attributable to the Parties, pursuant to the Uniform Electronic Transactions Act, 815 ILCS 333/1 et seq., or any successor law.

- L. **Entire Agreement.** This Agreement sets forth the entire understanding between the Parties with respect to the subject matter thereof and supersedes all prior agreements or understandings with respect to its subject matter.
- M. **Force Majeure.** Neither Party will be liable for failing to fulfill any obligation under this Agreement if such failure is caused by an event beyond such Party's reasonable control and which is not caused by such Party's fault or negligence. Such events will include, but not be limited to, acts of God, acts of war, fires, lightning, earthquakes, floods, labor strikes or walkouts, epidemics, pandemics, and riots.
- N. **Governing Law and Venue.** This Agreement will be exclusively governed by and construed in accordance with the laws of the State of Illinois, without reference to or use of any conflict of laws provisions. The Parties irrevocably submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, for the purposes of any and all proceedings arising out of this Agreement, to the exclusion of all other courts and venues, and both Parties waive any objection to such jurisdiction and venue.
- O. **Inactivity.** The County may terminate this Agreement if the construction contract for the Project is not executed by the Grantee within 18 months after the Effective Date of this Agreement.
- P. **Indemnification.** The Grantee will indemnify, defend, and hold harmless the County and its commissioners, officers, directors, employees, and agents, and their respective heirs, successors, and assigns, from and against any and all claims, liabilities, damages, losses, and expenses, including, but not limited to, legal defense costs, attorneys' fees, settlements, or judgments, caused by the negligent acts, omissions, or willful misconduct of the Grantee and/or its officers, directors, employees, agents, consultants, contractors, subcontractors, or suppliers, in connection with or arising out of the performance of this Agreement.
- Q. **Interpretation.** Any headings of this Agreement are for convenience of reference only and do not define or limit the provisions thereof. All references to any exhibit or document will be deemed to include all supplements and/or amendments to any such exhibit or document entered into in accordance with the terms and conditions thereof. All references to any person or entity will be deemed to include any person or entity succeeding to the rights, duties, and obligations of such person or entity in accordance with the terms and conditions of this Agreement.

- R. **Modifications.** No change or modification of this Agreement will be of any force or effect unless made in writing and duly signed by the Department's Superintendent and an authorized representative of the Grantee.
- S. **No Individual or Personal Liability.** The Parties agree that the actions taken, and representations made by each respective Party and by their respective corporate authorities have not been taken or made in anyone's individual capacity, and no mayor/president, board member, council member, official, officer, employee, volunteer, or representative of any Party will incur personal liability in conjunction with this Agreement.
- T. **No Third-Party Beneficiaries.** This Agreement is not intended to benefit any person, entity, or municipality not a party to this Agreement, and no other person, entity, or municipality will be entitled to be treated as beneficiary of this Agreement. This Agreement is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer, or other representative of any Party. No agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of any Party will be deemed an agent, employee, contractor, subcontractor, consultant, volunteer, or other representative of the other.
- U. **Notices.** Unless otherwise specified, all notices and other communications related to this Agreement will be in writing and will be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:

To the County:

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
Cook County Department of Transportation and Highways
69 W. Washington Street, 24th Floor
Chicago, IL 60603
E-mail: jennifer.killen@cookcountyil.gov

To the Grantee:

Brandon Nolin, AICP
Community Development Administrator
Village of Morton Grove
6101 Capulina Avenue
Morton Grove, IL 60053

E-mail: bnolin@mortongroveil.rog

- V. **Recitals.** The introductory recitals included at the beginning of this Agreement are agreed to and incorporated into and made a part of this Agreement.
- W. **Severability.** In the event any portion of this Agreement is held to be invalid or unenforceable, such portion will be construed as nearly as possible to reflect the original intent of the Parties, or if such construction cannot be made, such provision or portion thereof will be severable from this Agreement, provided that the same will not affect in any respect whatsoever the remainder of this Agreement.
- X. **Suspension; Early Termination.** Subject to Section 5.M. above, if the County determines that the Grantee has not complied with or is not complying with, has failed to perform or is failing to perform, has not met or is not meeting significant Project milestones or objectives, or is in default under any of the provisions of this Agreement, whether due to failure or inability to perform or any other cause whatsoever, the County, after written notice to the Grantee of said non-compliance or default and failure by the Grantee to correct said violations within 60 calendar days, may:
- i. Suspend or terminate this Agreement in whole or in part by written notice, and/or;
 - ii. Demand refund of any funds disbursed to the Grantee;
 - iii. Temporarily withhold payments pending correction of deficiencies by the Grantee;
 - iv. Disallow all or part of the cost of the activity or action not in compliance; or
 - v. Take other remedies legally available.
- Y. **Termination.** Unless extended by the Department's Superintendent or their designee in writing, this Agreement terminates upon completion of construction of the Project and final reimbursement by the County, or November 30, 2028, whichever date is earlier.
- Z. **Waivers of Default.** No waiver of any provision or breach of this Agreement (i) will be effective unless made in writing, or (ii) will operate as or be construed to be a continuing waiver of such provision or breach.



AA. Warranties and Representations. In connection with the execution of this Agreement, the County and Grantee each warrant and represent that it is legally authorized to execute and perform, or cause to be performed, this Agreement under the terms and conditions stated herein.

(signature page to follow)



IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated.

EXECUTED BY COUNTY OF COOK:

EXECUTED BY VILLAGE OF MORTON GROVE:

Toni Preckwinkle
President
Cook County Board of Commissioners

Dan DiMaria
Mayor

This ____ day of _____, _____

This ____ day of _____, _____

ATTEST: _____
County Clerk

ATTEST: _____
Village Clerk

RECOMMENDED BY:

APPROVED AS TO FORM:
Kimberly M. Foxx, State's Attorney

Jennifer "Sis" Killen, P.E., PTOE
Superintendent
County of Cook
Department of Transportation and Highways

By: _____
Assistant State's Attorney



Exhibit A
Location Map

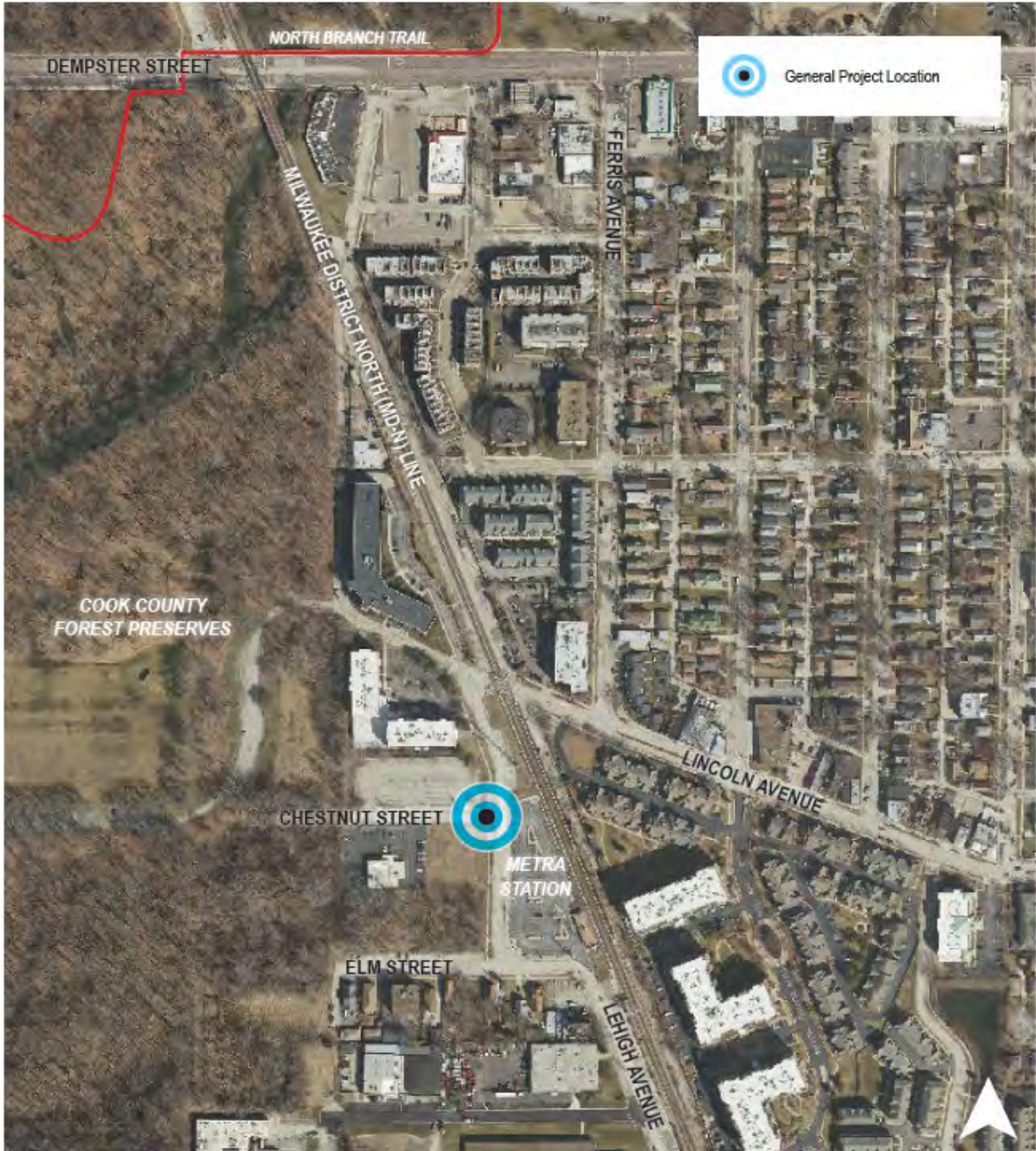


Exhibit B

Project Schedule

	Description	Date
Milestone 1	Land Development: Demolition	10/07/2024
Milestone 2	Land Development: Mass Grading	10/19/2024
Milestone 3	Land Development: Detention	11/02/2024
Milestone 4	Land Development: Sanitary	11/16/2024
Milestone 5	Land Development: Watermain	11/30/2024
Milestone 6	Land Development: Storm Sewer	12/07/2024
Milestone 7	Land Development: Subgrade Streets	06/02/2024
Milestone 8	Land Development: Install Stone	06/21/2024
Milestone 9	Land Development: Curb and Gutter	06/28/2024
Milestone 10	Land Development: Install Binder	07/01/2024
Milestone 11	Land Development: Install Surface	07/04/2024
Milestone 12	Land Development: Install Sidewalk	08/01/2025
Milestone 13	Land Development: Install Pavers	08/11/2025
Milestone 14	Land Development: Install Landscaping	08/18/2025
Milestone 15	Land Development: Furnishings	09/15/2025



Exhibit C

Funding Breakdown

PHASE	GRANTEE SHARE	COUNTY SHARE
Construction and Construction Engineering Services	Balance	44%, Up to, but not to exceed, \$250,000

Legislative Summary

Resolution 24-53

**ESTABLISHING A MORATORIUM ON PROCESSING APPLICATIONS FOR ZONING VARIATIONS,
SPECIAL USES, PLANNED USE DEVELOPMENTS, AND VACATIONS FOR NON-SALES TAX
GENERATING USES ALONG THE DEMPSTER STREET COORIDOR PLAN STUDY AREA**

Introduced:	August 27, 2024
Purpose:	To establish a moratorium on any new zoning variations, special uses, planned used developments, and vacations for non-sales tax generating uses along the Dempster Street Corridor.
Background:	The Regional Transportation Authority (RTA) and Village of Morton Grove have approved a Technical Assistance Agreement in furtherance of the Village’s Strategic Plan to develop a Dempster Street Corridor Plan (Plan). As part of this Plan the Village will gather feedback from community stakeholders and urban planning experts to understand the future needs and uses for this area. The Plan is guided by the principles of “On To 2050” to interweave roadway safety improvements, economic growth, and housing needs. To this end, staff has recommended the establishment of a moratorium prohibiting the processing of applications relating to non-sales tax generating uses for the target area. This would allow for economic growth and addressing of housing needs through sales tax and housing through the potential of mixed-use developments. The area governed by the Plan is the length of Dempster Street from Central Avenue (near the Edens Expressway interchange) to just west of Waukegan Road. The moratorium would likely conclude with the approval of the Plan along with implementing any zoning recommendations and considerations from the Plan for the service area.
Departments Affected	Village Administrator and Community and Economic Development
Fiscal Impact:	None
Source of Funds:	N/A
Workload Impact:	None
Administrator Recommendation:	Approval as presented.
Second Reading:	
Special Considerations or Requirements:	None

Submitted by: Charles L Meyer, Village Administrator
Reviewed by: Zoe Heidorn, Assistant Village Administrator
Reviewed by: Teresa Hoffman Liston, Corporation Counsel
Prepared by: Charles L Meyer, Village Administrator

RESOLUTION 24-53

ESTABLISHING A MORATORIUM ON PROCESSING APPLICATIONS FOR ZONING VARIATIONS, SPECIAL USES, PLANNED USE DEVELOPMENTS, AND VACATIONS FOR NON-SALES TAX GENERATING USES ALONG THE DEMPSTER STREET CORRIDOR PLAN STUDY AREA

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, Dempster Street serves as a strategically important transportation and transit corridor, and critical area for economic development for the Village; and

WHEREAS, the Village has a desire to establish a long-term plan for the Dempster Street corridor in support of numerous Strategic Plan objectives; and

WHEREAS, pursuant to Resolution 24-51, the Regional Transportation Authority (RTA) and Village of Morton Grove have approved a Technical Assistance Agreement in furtherance of the Village's Strategic Plan to develop a Dempster Street Corridor Plan (Plan) for property adjacent to Dempster Street from Central Avenue (near the Edens Expressway interchange) to just west of Waukegan Road; and

WHEREAS, as part of this Plan the Village will gather feedback from community stakeholders and urban planning experts to understand the future needs and uses for this area. The Plan is guided by the principles of "On To 2050" to interweave roadway safety improvements, economic growth, and housing needs; and

WHEREAS, Village staff has recommended that until the Dempster Street Corridor Plan has been developed and approved, the Village establish a moratorium on the processing of applications for zoning variations, special uses, planned use developments, and vacations for non-sales tax generating uses along the Dempster Street Corridor Plan study area so that the Plan can consider and propose zoning recommendations to facilitate economic growth and address of housing needs by encouraging sales tax generating entities and mixed-use developments in the study area.

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 WHEREAS clauses of this Resolution are hereby incorporated into this Section 1 as if fully restated herein.

SECTION 2: A moratorium is hereby established prohibiting the processing of applications for zoning variations, special uses, planned use developments, and vacations relating to non-sales tax generating or mixed uses along the Dempster Street Corridor Plan study.

SECTION 3: The Village Administrator is authorized and directed on behalf of the Village to take such action as is necessary or appropriate to implement, administer and enforce said moratorium on behalf of the Village of Morton Grove.

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

Passed this 27th day of August 2024.

Trustee Khan _____
Trustee Minx _____
Trustee Shiba _____
Trustee Thill _____
Trustee Travis _____
Trustee Witko _____

Approved by me this 27th day of August 2024.

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

Attested and Filed in my office this
28th day of August 2024.

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